Monroe Council Agenda
Regular Meeting
June 14, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Roll Call

***Approval of the Minutes* –** Council Minutes of May 24, 2022, Finance Committee Minutes of May 24, 2022, and Technology Committee Minutes of June 7, 2022.

Visitors

- Ceremonial Swearing In of Griffin Bandy and Jonathon Pack as Firefighters/EMTs/Paramedics

Committee Reports

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

Old Business

Ordinance No. 2022-04. An Ordinance repealing Chapter 1028 known as Comprehensive Stormwater Management and amending and supplementing Chapter 1028. (Second Reading – Tabled May 10, 2022)

Resolution No. 24-2022. A Resolution authorizing the City Manager to enter into an agreement with Fishbeck for professional engineering services to perform a hydrology study at Monroe Bicentennial Commons. (Second Reading)

New Business

Emergency Resolution No. 25-2022. A Resolution accepting the recommendation of the Butler County Tax Incentive Review Council of April 20, 2022 and declaring an emergency.

Emergency Resolution No. 26-2022. A Resolution accepting the recommendation of the Warren County Tax Incentive Review Council of March 14, 2022 and declaring an emergency.

Emergency Ordinance No. 2022-08. An Ordinance authorizing the City to participate in cooperation with, and requesting the Warren County Port Authority's participation in, the financing of public improvements for the Corridor 75 Park Project, and declaring an emergency.

Emergency Ordinance No. 2022-09. An Ordinance approving a water rate for Moeller Brew Barn and declaring an emergency.

Emergency Ordinance No. 2022-10. An Ordinance authorizing the City Manager to enter into a Development Agreement by and between the City of Monroe, Thorntons LLC, and Corridor 75 Park, Ltd for a retail fuel station/convenience store and declaring an emergency.

Emergency Ordinance No. 2022-11. An Ordinance approving a grant as part of the City's economic development incentive policy, authorizing the City Manager to enter into a grant agreement for the same, and declaring an emergency.

Consideration of Motion accepting the December 2021 and January 2022 Finance Reports as submitted.

Administrative Reports

Executive Session – Consideration of the employment of a public employee.

Adjournment

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Regular Meeting
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Roll Call

Approval of the Minutes **–** Council Minutes of May 24, 2022, Finance Committee Minutes of May 24, 2022, and Technology Committee Minutes of June 7, 2022.

Visitors

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Committee Reports

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

Old Business

Ordinance No. 2022-04. An Ordinance repealing Chapter 1028 known as Comprehensive Stormwater Management and amending and supplementing Chapter 1028. (Second Reading – Tabled May 10, 2022)

Background. This is the second reading of the 1028 Stormwater Code ordinance. Attached is a relined version of the changes and additions to the document between reading one and this current reading. To our knowledge, this documents meets all of the requirements of the US EPA and the City of Monroe. Updates to the code were a requirement of the EPA and Staff has been working with Fishbeck Engineering to document the mandated changes as well as any updates staff felt necessary to help better manage stormwater compliance.

Resolution No. 24-2022. A Resolution authorizing the City Manager to enter into an agreement with Fishbeck for professional engineering services to perform a hydrology study at Monroe Bicentennial Commons. (Second Reading)

New Business

Emergency Resolution No. 25-2022. A Resolution accepting the recommendation of the Butler County Tax Incentive Review Council of April 20, 2022 and declaring an emergency.

Background. The Butler County Tax Incentive Review Committee (TIRC) and Warren County TIRC meeting annual to evaluate compliance of the TIFs, RIDs, and CRAs within their jurisdiction. By statute, City Council reviews and approves or denies the TIRC's recommendations.

Each county has a TIRC (Tax Incentive Review Committee) that annually evaluates TIFs (Tax Increment Financing districts), RIDs (Residential Improvement Districts), and CRAs (Community Reinvestment Area tax abatements). Given the nature of the pandemic, the TIRC did not meet to review 2020 nor 2021 metrics, and so this legislation contains information for both years.

Both TIRCs found that the districts, abatements and companies were performing as expected under the terms of the various applicable agreements and in light of the pandemic. As such, the committees recommended the continuation of the districts and abatements.

Emergency Resolution No. 26-2022. A Resolution accepting the recommendation of the Warren County Tax Incentive Review Council of March 14, 2022 and declaring an emergency.

Background. The Butler County Tax Incentive Review Committee (TIRC) and Warren County TIRC meeting annual to evaluate compliance of the TIFs, RIDs, and CRAs within their jurisdiction. By statute, City Council reviews and approves or denies the TIRC's recommendations.

Each county has a TIRC (Tax Incentive Review Committee) that annually evaluates TIFs (Tax Increment Financing districts), RIDs (Residential Improvement Districts), and CRAs (Community Reinvestment Area tax abatements). Given the nature of the pandemic, the TIRC did not meet to review 2020 nor 2021 metrics, and so this legislation contains information for both years.

Both TIRCs found that the districts, abatements and companies were performing as expected under the terms of the various applicable agreements and in light of the pandemic. As such, the committees recommended the continuation of the districts and abatements.

Emergency Ordinance No. 2022-08. An Ordinance authorizing the City to participate in cooperation with, and requesting the Warren County Port Authority's participation in, the financing of public improvements for the Corridor 75 Park Project, and declaring an emergency.

Background. The Development Agreement for Park North at Monroe anticipated the construction of a deceleration lane on EB SR 63 to facilitate safe traffic movement onto Gateway Boulevard. The park has reached sufficient capacity to warrant the construction of the turn lane.

The park's infrastructure has historically been funded through bonds, which are then paid back by a special assessment on the properties that benefit from the improvements. Initially, the Warren County Port Authority and the City of Monroe anticipated a $19M bond issuance to complete the required infrastructure. Approximately half of the authorized amount of bonds was used by the park's original developer; the subsequent developer completed Gateway Blvd and Exploration Drive, and they have not requested bond support until now.

This project is requesting that City Council approve the special assessment mechanism for this deceleration lane since it directly benefits those properties, alleviates traffic concerns on SR 63, falls within the required scope of the infrastructure investment required by the Development Agreement, and does not exceed the bond issuance amount that was originally anticipated.

This legislation has little fiscal impact to the City. There is staff time involved in processing special assessments, but staff is already processing a Park North assessment from the previous infrastructure investment. This additional assessment is expected to fit within the existing efforts.

Emergency Ordinance No. 2022-09. An Ordinance approving a water rate for Moeller Brew Barn and declaring an emergency.

Background. In 2015, City Council approved Ordinance No 2015-43, which authorized a water rate adjustment for a brewery that would be mass-producing beer at 6550 Hamilton Lebanon Road. That ordinance only approved the water rate adjustment for Rivertown Brewing Company and Barrel House.

Moeller Brew Barn has purchased the building and will be taking over operations at the site, and they have plans to use the brewery portion of the building as one of the company's largest brew sites. In recognition of the value the project brings to balancing our water system and the amount of water expected to be regularly used in operations, staff is recommending that the company's water rate be adjusted to be similar to what Rivertown's rate was (a rate not to exceed the residential water rate).

Staff is recommending emergency legislation in order to facilitate the company's ability to start brewing as quickly as possible at the site.

Emergency Ordinance No. 2022-10. An Ordinance authorizing the City Manager to enter into a Development Agreement by and between the City of Monroe, Thorntons LLC, and Corridor 75 Park, Ltd for a retail fuel station/convenience store and declaring an emergency.

Background. Planning Commission recently approved a Site Plan for the development of a Thornton's Gas Station at the corner of SR63 and Gateway Blvd. During the review of that plan, it was determined that the City had an easement across the property which needs to be relocated. The easement contained water and sewer mains that serves the property that houses our Water Distribution operations. The Development Agreement under consideration outlines how those easements will be vacated and new easements will be dedicated that contain the realigned mains. Thortons is responsible for the relocation of the mains with the construction of their site. The

Development Agreement also clarifies the vacation of easements previously vacated by Council. The Developer is requesting Council read the legislation as an emergency.

Emergency Ordinance No. 2022-11. An Ordinance approving a grant as part of the City's economic development incentive policy, authorizing the City Manager to enter into a grant agreement for the same, and declaring an emergency.

Background. Moeller Brew Barn has closed on the former brewery site at 6550 Hamilton Lebanon Road. This legislation presents a grant agreement between the City of Monroe and Moeller/Rooster Land to facilitate the project.

A committee of Monroe Community Improvement Corporation members has reviewed the project's financial information and recommended that City Council proceed with the grant in light of the company's job creation, investment and anticipated high water usage. This is consistent with the Development Plan and CIC Designation Agreement between the City and the CIC.

Understanding the immediate nature of the expenses required to make the site functional again, the grant will be issued upon Council's approval. Nontax revenue must be used for this incentive. Allowing for a ramp up period in 2022, the project will have job creation and water usage metrics beginning in 2023. Moving forward from there, the City will forgive $30,000 of the potential repayment each year that the metrics are met, for a total of 5 years. Potential repayment will be secured with a recorded mortgage on the property.

Consideration of Motion accepting the December 2021 and January 2022 Finance Reports as submitted.

Administrative Reports

Executive Session – Consideration of the employment of a public employee.

Adjournment

Monroe Council Minutes
Regular Meeting
May 24, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

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

Roll Call

Council members present – Marc Bellapianta, Tom Callahan, Kelly Clark, Jason Frentzel, Keith Funk, Christina McElfresh, and Ben Wagner.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of May 10, 2022 and Public Involvement Committee Minutes of May 5, 2022; seconded by Dr. Clark. Voice vote. Motion carried.

Visitors

Bobbie Drew expressed opposition to spending $192,000 for a study at Monroe Bicentennial Commons.

Mayor Funk thanked her for voicing her concern and advised that those on Council do not take this lightly.

Suzi Rubin expressed her support for the study at Monroe Bicentennial Commons. Mrs. Rubin understood the need for the study and hoped others in the community would understand as well. To abandon the project for $192,000 is not sensible and to continue to build that park out without the study also is not sensible.

Mrs. McElfresh advised that all of Council received an email and requested the Clerk of Council read the email into the record.

The Clerk of Council read the following email into the record:

> "Good evening,
>
> My name is Kara Brown. My family and I have lived in Monroe Meadows for 10 years. For those that may not know Monroe Meadows is the subdivision directly across the street from the new Police Station. Recently, the privacy fencing that ran parallel to the entrance of our neighborhood was removed and was not replaced.
>
> The removal of the fencing has revealed the backs of the business facing Cincinnati Dayton Road and an apartment unit. When you drive in or out of Monroe Meadows

> the land behind these businesses is adjacent to the entrance and what you see when you enter or leave. Unfortunately, the backs of the businesses and rentals house a number of dumpsters, piles of debris, a trailer, a boat, and a number of other unsightly materials including an old toilet.
>
> This is the entrance to our neighborhood, the place we call home, and it is not very welcoming. I understand that the estimate to replace the fencing was a large expense, however, the removal of the fence directly impacts the value of our neighborhood and potentially, the homes in it.
>
> If this was a new neighborhood in Monroe, I am certain the eye sores I described would most certainly be hidden in an attempt to attract new home buyers. I ask, kindly, that the same courtesy be given to the residents that currently live there.
>
> I appreciate your time and any solutions that might be offered.
>
> Kara Brown"

Mrs. McElfresh added that along with the email were photographs of what that property looks like and asked Mr. Brock for suggestions on this issue.

Mr. Brock stated that the City should not have been maintaining the area when the homeowners association for that subdivision no longer existed. Council agreed with Mr. Morton in that the fence should not be replaced. The property owners in the subdivision could petition the City for replacement of the fence and we could then assess them for it. With respect to what is behind the businesses, Code Enforcement will be looking into this.

Law Director Callahan advised that there are certain improvements that the City has the statutory authority to make and assess. This doesn't appear it is a public improvement and while he doesn't believe the City has the statutory authority to assess for a fence, he will look into it further.

Committee Reports

Mr. Frentzel reported the Finance Committee met and 2021 has been closed out and December 2021 and January 2022 Finance Reports will be before Council at the next meeting. In addition, the Committee is considering new reports to make for easier reading and understanding. Mr. Frentzel further reported that the Committee reviewed the trash rates following receipt of bids through the Center for Local Government consortium.

Old Business

Ordinance No. 2022-04. An Ordinance repealing Chapter 1028 known as Comprehensive Stormwater Management and amending and supplementing Chapter 1028. (Second Reading – Tabled May 10, 2022)

No action taken on Ordinance No. 2022-04.

Ordinance No. 2022-06. An Ordinance amending and supplementing Exhibit "1" of Emergency Ordinance No. 2022-01 to increase the number of positions for Public Works Administrative Assistant, establish the positions and pay range of Finance Administrator, Battalion Chief, and EMS Coordinator. (Second Reading)

Mrs. McElfresh moved to suspend the rule requiring the reading of Ordinance No. 2022-06 on two separate days, authorize its adoption on the second reading, and have it read by title only; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2022-06 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-06; seconded by Mr. Frentzel. Roll call vote: seven ayes. Motion carried.

New Business

Emergency Resolution No. 23-2022. A Resolution accepting the lowest and/or best bid for the 2022 Asphalt Resurfacing Program, authorizing the City Manager to enter into a contract with John R. Jurgensen Co. for said Program, and declaring an emergency.

Mr. Morton reported this is for the overlay paving of Bendel Drive, Amity Lane, and Dorothy Lane, repairs to berms along State Route 63, and repairs in the Tall Oaks Subdivision. He noted that the bid came in significantly under budget.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Resolution No. 23-2022 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Dr. Clark. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 23-2022 by title only.

Mrs. McElfresh moved to adopt Emergency Resolution No. 23-2022; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Emergency Resolution No. 24-2022. A Resolution authorizing the City Manager to enter into an agreement with Fishbeck for professional engineering services to perform a hydrology study at Monroe Bicentennial Commons and declaring an emergency.

Mr. Morton explained that a hydrology study will address the drainage needs and concerns at Monroe Bicentennial Commons. Mr. Morton introduced Allen Aspacher and John Peace with Fishbeck Engineering. He advised that Fishbeck does a majority of our stormwater engineering such as plan review when drainage calculations are submitted and rewriting our stormwater ordinance and management plan. Mr. Morton stated that Fishbeck was chosen due to their knowledge of our stormwater needs and concerns.

Mr. Morton informed Council that what has been constructed at Monroe Bicentennial Commons would not need to be torn down regardless of whether or not Council approved the hydrology study. For future development, this study is necessary to determine what is underground and the type of drainage system that may need to be constructed.

Mr. Morton confirmed Mrs. McElfresh's understanding that the lake that was there required water to be pumped in from the river to maintain it and there has been construction and deconstruction with that property since 1922 where there is alot buried under the land. The City doesn't know where it is and what it is until we have a study performed. Mr. Morton added that the area where the swimming pool used to be was all filled in prior to the City taking ownership and he has no knowledge of what was done to mitigate that.

Mr. Morton advised that during phase 1 the concrete was designed to drain into the tree wells and it was realized after the concrete was finished that there is so much concrete under the tree wells they could not bust through it.

Mr. Wagner stated that he was on the property and when it began to storm those tree wells turned into small ponds and the concrete is still slippery. Mr. Wagner asked if there is a recommendation for a drainage system if that and the removal of anything underneath the land would increase the price of the park even further. Mr. Morton advised that it would. Mr. Wagner understood the need for the study, but there is a lot of issues that could potentially grow from this.

In response to Mr. Wagner's inquiry, Mr. Brock replied that the cost of the study is within the amount budgeted for the area in 2022.

Referring to Mr. Morton's point, Mayor Funk noted this may change the plan for the area. Mayor Funk asked if the City has looked at other options. Mr. Morton stated that because of the magnitude of this project he feels this is the best route to take. There is 40 acres that we are surveying and we may need a lift station or permit from the Army Corps of Engineers to drain the water into the river.

Mayor Funk agreed with Mrs. Rubin's point that it is a drop in the bucket compared to the scale of the project; however, what it could tell us is that the drainage system could be $3.6 million. Realizing it may not cost that much, Mayor Funk always defers to staff as they are the experts in this, but if he is not presented with three options and receives a recommendation on which option to take, that is where he has a problem.

Mayor Funk is a proponent of Monroe Bicentennial Commons, but when he refers to other options there may not be any options to fix the drainage and questions whether $6 million could be better spent somewhere else in the City.

Mr. Aspacher explained that they plan to investigate the subsurface soil and that is not just the concrete. We will be able to come back to Council with options and will not just have one option.

Mr. Frentzel felt that the study will give us the knowledge that may be easily solved or determine that we need to spend the money in a different area of the City.

Mr. Callahan felt that the work could be completed in-house rather than having a study performed.

Mr. Morton advised we cannot even put in two more playgrounds because of the drainage. You need to give the water an outlet and we can't even cut a swale to put it into the river. This study may show that we can put it in the lake. Mr. Morton indicated there may be all types of solutions that is cheaper, but without the study we do not know what they are.

Mr. Aspacher explained the study will cover all of the property to show what is underground and without it everything is a guess. This could be accomplished in steps and some areas may drain into the ground and some areas may not drain. There is a floodplain on this ground.

Mr. Callahan did not understand why you always have to have someone else tell you what to do. We have all of this equipment and all of these employees and he didn't understand why Public Works could not dig a trench. He could not imagine spending all of this money when the City has the staff and the equipment.

Dr. Clark was of the opinion that it does not benefit the City in any way to try and piece meal and do it ourselves. She is disappointed that Council has been put in this position because this type of study should have been performed prior to building phase 1. She understands the need for the study because we cannot proceed without it.

The majority of Council agreed with Mr. Wagner that this should have been performed in the beginning. The park is going to be beneficial to the community and right now it is barely usable.

Mr. Callahan felt that Council needs more options to choose from.

Mayor Funk would like a decision to be made if the City continues with Monroe Bicentennial Commons or should investments be made in other park land.

Mr. Frentzel is not pleased that we didn't do this three or four years ago, but the study will give us a plan to determine the future development. He prefers to do the study all at once.

Mr. Callahan asked how much concrete was run into when the restroom and pipes where put in. Mr. Morton replied it was a massive amount and even with very large equipment they couldn't get it all out as some of it was six or seven foot deep.

Mr. Frentzel asked Mr. Brock if ARPA Funds could be used for this study. Mr. Brock did not know, but would find out.

Mr. Callahan noted that nothing has been done about the drainage at Monroe Community Park.

Mrs. McElfresh asked if other pricing from other firms for this study was obtained. Mr. Morton replied that he did not as it is not required for professional services.

Mr. Aspacher advised that a lot of this work is sub consultant work for us and we did talk to several other companies for this.

Mrs. McElfresh moved to consider this the first reading of Resolution No. 24-2022 and have it read by title only; seconded by Mr. Frentzel. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 24-2022 by title only.

Mrs. McElfresh moved to approve the first reading of Resolution No. 24-2022; seconded by Dr. Clark. Roll call vote: five ayes; two nays (Bellapianta and Callahan).

Ordinance No. 2022-07. An Ordinance amending and supplementing Ordinance No. 2021-56, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2022.

Mr. Brock referred Council to the summary included in the Council packet if anyone has any questions.

Mrs. McElfresh moved to suspend the rule requiring the reading of Ordinance No. 2022-07 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Frentzel. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2022-07 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-07; seconded by Mr. Wagner. Roll call vote: seven ayes. Motion carried.

Consideration of Motion authorizing the expenditure of $44,314.00 to CDWG for Mobile Data Terminals for the Department of Police.

Mrs. McElfresh moved to authorize the expenditure of $44,314.00 to CDWG for Mobile Data Terminals for the Department of Police; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Consideration of Motion requesting a hearing for a D1 Liquor Permit to Main Street Marathon 176 located at 595 South Main Street.

No action taken.

Consideration of Motion requesting a hearing for a D5I Liquor Permit to Sebastian LLC No 1 located at 1420 Hamilton Lebanon Road.

No action taken.

Administrative Reports

Mrs. McElfresh asked for an update about the trucks on Todhunter Road. Chief Buchanan advised it is an area that has extra patrol and they have spoken with the residents and businesses out there.

Mr. Frentzel asked if anyone has spoken to the businesses that are in that location, but within the City of Middletown. Mr. Brock advised they are preparing a map of what the proper route is for the trucks and will be providing to the businesses, as well as having another conversation with them.

Mr. Brock referred to a copy of the report related to the South Main Street curb issue and sought Council's input on this. Some of the items were to improve visibility, signage, and lighting before putting a guardrail off. Mr. Brock advised that a guardrail is not going to prevent the severity of the traffic accidents. It will direct them into another location, such as oncoming traffic.

Executive Session

Mrs. McElfresh moved to adjourn into executive session to review bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment; seconded by Mr. Bellapianta. Roll call vote: seven ayes. Motion carried.

Council adjourned into executive session at 8:26 p.m.

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

Council reconvened into regular session at 8:39 p.m.

Adjournment

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

The regular meeting of Council adjourned at 8:39 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

Finance Committee of Council
May 24, 2022
233 South Main Street, Monroe, Ohio

The Finance Committee of Council met at 5:30 p.m. on May 24, 2022 in the Council Library located at 233 South Main Street, Monroe, Ohio.

Present were: Jason Frentzel, Council Member; Marc Bellapianta, Council Member; William J. Brock, City Manager; Randy Groves, Interim Finance Director; Deborah Armitage, Assistant Finance Director; Kacey L. Waggaman, Assistant City Manager; and Angela S. Wasson, Assistant to the City Manager/Clerk of Council.

Mr. Groves, who is retiring from the City of Fairborn, presented the Committee with sample reports. He explained that in the City of Fairborn the three funds tied together, because of property taxes, are the General Fund, Fire Fund, and Police Fund. The taxes do not provide the Police and Fire Funds with sufficient revenue so the General Fund subsidizes them with millions of dollars. For Council (showing these three funds) he would prepare a line graph to show the revenue and expenditures in addition to a table for income tax data. Quarterly, he would provide Council a narrative, budget to actual, cash position, and five-year projections.

Mr. Bellapianta and Mr. Frentzel liked the condensed monthly sample reports Mr. Groves provided, as well as the quarterly report. It was agreed that the February reports would be condensed similar to the samples provided.

Referring to the bid information provided to the Committee from the consortium through the Center for Local Government, Mr. Brock outlined that $2.75 increase in what Rumpke would be billing the City. The three-year contract average was $17.90 and the five-year average was $19.25. Mr. Brock recommended going with the three-year contract. Currently, we are charging the residents $18.48 and, since this contract would not go into effect until next year, there is sufficient time to perform a rate analysis to see what that rate for the residents would need to be going forward. The Committee agreed with Mr. Brock's recommendation.

The Finance Committee meeting adjourned at 5:56 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

Technology Committee of Council Minutes
June 7, 2022
233 South Main Street, Monroe, Ohio

The Technology Committee of Council met at 5:30 p.m. on June 7, 2022 in the Council Library located at 233 South Main Street, Monroe, Ohio.

Present were: Christina McElfresh, Vice Mayor; Jason Frentzel, Council Member; William J. Brock, City Manager; Angela S. Wasson, Assistant to the City Manager/Clerk of Council; and Michael Brady, Zachary Morvik, and Matthew Wilson, representatives of Velecor.

Mr. Brady provided a breakdown of the different types of tickets submitted for service from April 1 to June 6, 2022. Mrs. McElfresh asked if the service desk requests, which is the largest percentage, are coming from a particular department or departments that perhaps need training. Mr. Brady advised that most would come from the Finance Department and that is due to the complexity of their software.

Mr. Brock added that we have some individuals and departments that think it is easier to do it themselves and then find out they need assistance.

Mr. Brady reported that implementing the Multifactor Authentication they have 50 out of 150 mailboxes completed.

Mr. Morvik explained that Breach Secure Now intentionally pushes out random phishing emails to users to see if they would click on the links contained in these emails or not. If they do, it would prompt training for that individual on what to watch out for in these phishing scams. The cost for this would be a little less than $1,000 per year. This also will search the dark web to see if any of the City emails and passwords are out there. Mr. Brock noted that this cost will fit easily into the budget.

Mr. Morvik reported that SentinelOne, with a cost of $2.50 per user per month, is the next generation antivirus. Some of the insurance company questionnaires have an explicit list and this is one that is on their list. This would replace the current antivirus in conjunction with the Total Care that Velecor provides.

Mr. Morvik noted that IronScales is similar to Breach Secure Now at almost double the cost. It does put a bright red banner across the top of the email when you receive an email from outside the City's domain. They do have the option for clicking a button in Outlook when you receive a suspicious email that notifies your co-workers that it has been reported.

Mr. Wilson advised that Follina – Mitigated Security Vulnerability was identified recently and that is something Velecor was able to put in place that same day. It was a bad Microsoft vulnerability that Microsoft needs to fix. It was not attacking anything, but it was identified and Velecor was being proactive.

Mr. Wilson informed the Committee that he and Jameson Diegmueller have started working on server consolidation and looking at the 15 to 20 in existence and analyzing if they are all needed. We would like to get new host servers and a new firewall, which would be in the 2023 budget. As part of that, police were interested in making sure everything was separated from the rest of the network and their servers are now completely separated from the network. Police now have VPN devices in their cars and working very well.

Mr. Brock provided the Committee with a brochure from a company that performs cyber risk management audits. Mr. Brock will obtain a cost estimate.

Mr. Brock reported he recently attended a meeting with a company that makes sure local governments are not under represented at the state level for broadband access. Mr. Brock recommended that Monroe become a member of this interest group. He is still looking at what Monroe's fiber looks like and he spoke to Butler County as they are looking to extend fiber through the County. They are looking at distributing $10 million of ARPA funds for fiber and he will be submitting for that.

Mrs. McElfresh asked Mrs. Wasson about the status of the social media policy. Mrs. Wasson replied that she is still working on that and had attended two very interesting classes.

The Technology Committee meeting adjourned at 6:30 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2022-04

AN ORDINANCE REPEALING CHAPTER 1028 KNOWN AS COMPREHENSIVE STORMWATER MANAGEMENT AND AMENDING AND SUPPLEMENTING CHAPTER 1028.

WHEREAS, the United States Environmental Protection Agency and the Ohio Environmental Protection Agency have mandated changes to the stormwater management regulations for all municipalities.

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

SECTION 1: Chapter 1028 known as Comprehensive Stormwater Management is hereby repealed and amended and supplemented to read as follows:

"1028.01. – Purpose and scope.

(a) The purpose of this Chapter is to establish technically feasible and economically reasonable stormwater management standards to achieve a level of stormwater quality and quantity control that will minimize damage to property and degradation of water resources, and will promote and maintain the health, safety, and welfare of the citizens of the City of Monroe ("City").

(b) This Chapter requires owners who develop or re-develop their property within the City to:

(1) Control stormwater runoff from their property and ensure that all stormwater management practices are properly designed, constructed, and maintained.
(2) Reduce water quality impacts to receive water resources that may be caused by new development o redevelopment activities.
(3) Control the volume, rate, and quality of stormwater runoff originating from their property so that surface water and groundwater are protected, and flooding and erosion potential are not increased.
(4) Minimize the need to construct, repair, and replace subsurface storm drain systems.
(5) Preserve natural infiltration and groundwater recharge, and maintain subsurface flow that replenishes water resources, except in slippage prone soils.
(6) Incorporate stormwater quality and quantity controls into site planning and design at the earliest possible stage in the development process.
(7) Reduce the expense of remedial projects needed to address problems caused by inadequate stormwater management.
(8) Maximize use of stormwater control measures that serve multiple purposes including, but not limited to, flood control, erosion control, fire protection, water quality protection, recreation, and habitat preservation.
(9) Design sites to minimize the number of stream crossings and the width of associated disturbance to minimize the City's future expenses related to the maintenance and repair of stream crossings.

(10) Maintain, promote, and re-establish conditions necessary for naturally occurring stream processes that assimilate pollutants, attenuate flood flows, and provide a healthy water resource.

(c) This Chapter shall apply to all parcels used or being developed, either wholly or partially, for new or relocated projects involving highways and roads; subdivisions or larger common plans of development; industrial, commercial, institutional, or residential projects; building activities on farms; redevelopment activities; grading; and all other uses that are not specifically exempted in this Chapter.

(d) Public entities, including the State of Ohio, Butler County, Warren County, and the City shall comply with this Chapter for linear projects within public rights-of-way (e.g., roadway and sidewalk projects).

(e) This Chapter does not require a Comprehensive Stormwater Management Plan for linear construction projects, such as pipeline or utility line installation, that do not result in the installation of impervious surface as determined by the Director of Public Works or Ohio EPA. Such projects must be designed to minimize the number of street crossings and the width of disturbance. Linear construction projects must comply with the requirements of this Chapter.

1028.02. – Definitions.

The definitions contained in Ohio Environmental Protection Agency ("Ohio EPA")'s Construction General Permit entitled "Authorization for Stormwater Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System" and Ohio EPA's Municipal Separate Storm Sewer (MS4) Permit entitled "Authorization for Small Municipal Separate Storm Sewer Systems to Discharge Stormwater Under the National Pollutant Discharge Elimination System" in effect at the time a permit is applied for under this Chapter shall apply to this Chapter and the following definitions shall also apply:

Abbreviated Stormwater Pollution Prevention Plan (Abbreviated SWP3): Also known as individual lot/small lot SWP3. The written document that sets forth the plans and practices to be used to meet the requirements of this Chapter for sites disturbing 0.1 (one tenth) to one (1) acre of land.

Acre: A measurement of area equaling 43,650 square feet.

As-built Survey: A survey shown on a plan or drawing prepared by a registered surveyor indicating the actual dimensions, elevations, and locations of any structures, facilities, and sewage treatment facilities after construction has been completed.

Best Management Practice (BMP): Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices (both structural and non structural) to prevent or reduce the pollution of surface waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control plant and/or construction site runoff, spillage, leaks, sludge, waste disposal, or drainage from raw material storage.

Clean Water Act. Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 995-576, Pub. L. 96483, Pub. L. 97-117, and Pub. L. 100-4, 33 U.S.C. 1251 (et. Seq.). Referred to as the Federal Water Pollution Control Act or the Federal Water Pollution Control Act Amendments of 1972.

Community: The City of Monroe, its designated representatives, boards, or commissions.

Comprehensive Stormwater Management Plan: The written document and plans meeting the requirements of this Chapter, that sets forth the plans, practices, and stormwater control measures to minimize stormwater runoff from a development area, to safely convey or temporarily store and release post development runoff at an allowable rate to minimize flooding and stream bank erosion, and to protect or improve stormwater quality and stream channels.

Conservation Easement: A voluntary legal agreement that permanently limits uses of the land in order to protect its conservation values. As defined in OCR 5301.67(A) , an incorporeal right or interest in land that is held for the public purpose of retaining land, water, or wetland areas predominantly in their natural, scenic, open, or wooded condition, including without limitation, the use of land in agriculture when consistent with and in furtherance of the purpose of retaining those areas in such a condition, or retaining their use predominantly as suitable habitat for fish, plants, or wildlife; that imposes any limitations on the use or development of the areas that are appropriate at the time of creation of the conservation easement to achieve one or more of those purposes; and that includes appropriate provisions for the holder to enter the property subject to the easement at reasonable times to ensure compliance with its provisions.

Construction Entrance: The permitted points of ingress and egress to development areas regulated under this Chapter.

Construction General Permit: The most recent General National Pollutant Discharge Elimination System (NPDES) permit for authorization of stormwater discharges associated with construction activities issued by Ohio EPA (Ohio EPA Permit #OHC000005 and its successors).

Critical Area: Any area the disturbance of which would cause soil erosion and sediment runoff and damage to private properties, water courses, storm sewers or public lands due to topography, soil type, hydrology, or proximity to a water course. These areas include, but are not limited to, riparian areas, wetlands, and highly erodible soils.

Critical Storm: A storm that is determined by calculating the percentage increase in volume of runoff by a proposed development area for the 1 year 24 hour event. The critical storm is used to calculate the maximum allowable stormwater discharge rate from a developed site.

Detention Facility: A basin, pond, oversized pipe, or other structure that reduces the peak flow rate of stormwater leaving the facility by temporarily storing a portion of the stormwater entering the facility.

Development Area: A parcel or contiguous parcels owned by one person or persons, or operated as one development unit, and used or being developed for commercial, industrial, residential, institutional, or other construction or alteration that changes runoff characteristics.

Development Drainage Area: A combination of each hydraulically unique watershed with individual outlet points on the development area.

Director of Public Works: Department head of the Department of Public Works or designee.

Disturbed Area: An area of land subject to erosion due to the removal of vegetative cover and/or soil disturbing activities.

Drainage: The removal of excess surface water or groundwater from land by surface or subsurface drains.

Environmental Protection Agency or United States Environmental Protection Agency (USEPA): means the United States Environmental Protection Agency, also including but not limited to the Ohio Environmental Protection Agency (Ohio EPA), or any duly authorized official of said agency.

Erosion: The process by which the land surface is worn away by the action of wind, water, ice, gravity, or any combination of those forces.

Erosion and Sediment Control: The control of soil, both mineral and organic, to minimize the removal of soil from the land surface and to prevent its transport from a disturbed area by means of wind, water, ice, gravity, or any combination of those forces.

Extended Conveyance: A stormwater management practice that replaces and/or enhances traditional open or closed stormwater drainage conduits by retarding flow, promoting percolation of runoff into the soil, and filtering pollutants during the storm event.

Extended Detention: A stormwater management practice that replaces and/or enhances traditional detention facilities by releasing the runoff collected during the stormwater quality event over at least 24 to 48 hours, retarding flow and allowing pollutants to settle within the facility.

Final Stabilization: All soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a density of at least 80 percent coverage for the area has been established or equivalent stabilization practices, such as the use of mulches or geotextiles have been employed.

Floatable Material: In general this term refers to any foreign matter that may float or remain suspended in the water column, and includes but is not limited to, plastic, aluminum cans, wood products, bottles, and paper products.

Grading: The process in which the topography of the land is altered to a new slope.

Hydrologic Unit Code: A cataloging system developed by the United States Geological Survey and the natural resource conservation service to identify watersheds in the United States.
Illegal Connection: Any drain or conveyance, whether on the surface or subsurface, that allows an illicit discharge to enter the MS4.

Illicit Discharge: As defined at 40 C.F.R. 122.26 (b)(2) means any discharge to an MS4 that is not composed entirely of stormwater, except for those discharges to an MS4 pursuant to a NPDES permit or noted in section 1028.29 of this Chapter.

Impervious Cover: Any surface that cannot effectively absorb or infiltrate water. This may include roads, streets, parking lots, rooftops, sidewalks, and other areas not covered by vegetation.

Infiltration. A stormwater management practice that does not discharge to a water resource during the stormwater quality event, requiring collected runoff to either infiltrate into the groundwater and/or be consumed by evapotranspiration, thereby retaining stormwater pollutants in the facility.

Individual/Small Lot Stormwater Pollution Prevention Plan (SWP3): Also known as an abbreviated SWP3. The written document that sets forth the plans and practices to be used to meet the requirements of this Chapter for sites disturbing 0.1 (one tenth) to one (1) acre of land.

Landscape Architect: A professional landscape architect registered in the State of Ohio.

Larger Common Plan of Development: A contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

Maximum Extent Practicable: The level of pollutant reduction that operators of small municipal separate storm sewer systems regulated under 40 C.F.R. Parts 9, 122, 123, and 124, referred to as NPDES Stormwater Phase II, must meet.

Municipal Separate Storm Sewer System (MS4): as defined at 40 C.F.R. 122.26 (b)(8), municipal separate storm sewer system means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man made channels, or storm drains): owned or operated by a State, City, town, borough, county, parish, district, municipality, township, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over sewage, industrial wastes, including special districts under State law such as a sewer district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges to waters of the United States; Designed or used for collecting or conveying stormwater; which is not a combined sewer; and which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 C.F.R. 122.2.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit: A permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general areawide basis.

Non-structural Stormwater Management Practice: Stormwater runoff control and treatment techniques that use natural practices to control runoff and/or reduce pollution levels.

Off-lot Discharging Home Sewage Treatment System: A system designed to treat home sewage on-site and discharges treated wastewater effluent off the property into a stormwater surface water conveyance or system.

Owner/Operator: Means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or on the owner's behalf.

Parcel: Means a tract of land occupied or intended to be occupied by a use, building or group of buildings and their accessory uses and buildings as a unit, together with such open spaces and driveways as are provided and required. A parcel may contain more that one contiguous lot individually identified by a "permanent parcel number" assigned by the Butler County or Warren County Auditor's Office.

Person: Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof.

Phasing: Clearing a parcel of land in distinct sections, with the stabilization of each section before the clearing of the next.

Pollutant: Means anything that causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, solvents, oil and other automotive fluids, non-hazardous liquid and solid wastes, refuse, rubbish, garbage, litter or other discarded or abandoned objects, floatable materials, pesticides, herbicides, fertilizers, hazardous materials, wastes, sewage, dissolved and particulate metals, animal wastes, residues that result from constructing a structure, and noxious or offensive matter of any kind.

Post Development: The conditions that exist following the completion of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.

Pre-construction Meeting: Meeting prior to construction between all parties associated with the construction of the project including government agencies, contractors and owners to review agency requirements and plans as approved and submitted.

Pre Development: The conditions that exist prior to the initiation of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.

Professional Engineer: A Professional Engineer registered in the State of Ohio with specific education and experience in water resources engineering, acting in conformance with the Code of Ethics of the Ohio State Board of Registration for Engineers and Surveyors.

Qualified Inspection Personnel: As defined in the Construction General Permit, means a person knowledgeable in the principles and practice of erosion and sediment controls, who possesses the skills to assess all conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of stormwater discharges from the construction activity.

Rainwater and Land Development: Ohio's standards for stormwater management, land development, and urban stream protection. The most current edition of these standards shall be used with this Chapter.

Redevelopment: A construction project on land where impervious cover has previously been developed and where the new land use will not increase the runoff coefficient. If the new land use will increase the runoff coefficient, then the project is considered to be a new development project rather than a redevelopment project.

Riparian and Wetland Setback: The real property adjacent to a designated watercourse located in the area defined by the criteria set forth in this Chapter.

Riparian Area: Land adjacent to any brook, creek, river, or stream having a defined bed and bank that, if appropriately sized, helps to stabilize stream banks, limit erosion, reduce flood size flows, and/or filter and settle out runoff pollutants, or performs other functions consistent with the purposes of this Chapter.

Runoff: The portion of rainfall, melted snow, or irrigation water that flows across the ground surface and is eventually returned to water resources.

Sediment: The soils or other surface materials that can be transported or deposited by the action of wind, water, ice, or gravity as a product of erosion.

Sedimentation: The deposition of sediment in water resources.

Setback: A designated transition area around water resources or wetlands that is left in a natural, usually vegetated, state so as to protect the water resources or wetlands from runoff pollution. Soil disturbing activities in this area are restricted by this Chapter.

Site Owner/Operator: Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof that is responsible for the overall construction site.

Soil and Water Conservation District: An entity organized under Ohio R.C. Chapter 1515 referring to either the soil and water conservation district board or its designated employee(s). Hereafter referred to as Butler SWCD.

Soil Disturbing Activity: Clearing, grading, excavating, scalping, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed that may result in, or contribute to, increased stormwater quantity and/or decreased stormwater quality.

Stabilization: The use of best management practices that reduce or prevent soil erosion by stormwater runoff, trench dewatering, wind, ice, gravity, or a combination thereof.

Staged Development: Also known as phased development. When the applicant intends to develop a given area but only begins with a portion of that area. Staged development should be self-sufficient from the standpoint of drainage.

Stormwater: Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater Control Measure (SCM): A structure or area designed to remove pollutants from stormwater and/or reduce stormwater flow rates. stormwater control measures are a subset of Best Management Practices (BMPs) as defined in the Construction General Permit.

Stormwater Pollution Prevention Plan (SWP3): The written document that sets forth the plans and practices to be used to meet the requirements of this Chapter.

Structural Stormwater Management Practice: Any constructed facility, structure, or device that provides storage, conveyance, and/or treatment of stormwater runoff.

Surface Waters of the State: All streams, lakes, reservoirs, marshes, wetlands, or other waterways situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in Ohio R.C. 6111.01 are not included.

Total Maximum Daily Load (TMDL): The sum of the existing and/or projected point source, non-point source, and background loads for a pollutant to a specified watershed, water body, or water body segment. A TMDL sets and allocates the maximum amount of a pollutant that may be introduced into the water and still ensures attainment and maintenance of water quality standards.

Unstable Soils: A portion of land that is identified by the City engineer as prone to slipping, sloughing, or landslides, or is identified by the U.S. Department of Agriculture Natural Resource Conservation Service methodology as having a low soil strength.

Wastewater: The spent water of a community. From the standpoint of a source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions.

Water Quality Volume: The volume of runoff from a contributing watershed that must be captured and treated, equivalent to the maximized capture volume as defined in the American Society of Civil Engineers (ASCE) Manual and Report on Engineering Practice No. 87 and Water Environment Federation Manual of Practice No. 23 titled Urban Runoff Quality Management.

Watercourse: Any brook, channel, creek, river, or stream having banks, a defined bed, and a definite direction of low, either continuously or intermittently flowing.

Water Resource: Any stream, lake, reservoir, pond, marsh, wetland, or waterway situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in section 6111.01 of the Ohio Revised Code are not included.

Watershed: The total drainage area contributing stormwater runoff to a single point.

Wetland: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bog, and similar areas (40 CFR 232, as amended).

Wetland Setback: Those lands within the City of Monroe that fall within the area defined by the criteria set forth in this Chapter.

1028.03 - Disclaimer of Liability.

(a) Compliance with the provisions of this Chapter shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this Chapter are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or any particular parcel of property.
(b) By approving a Comprehensive Stormwater Management Plan under this Chapter, the City does not accept responsibility for the design, installation, and operation and maintenance of stormwater control measures.

1028.04 - Conflicts, severability, nuisances, and responsibility.

(a) Where this Chapter is in conflict with other provisions of law or ordinance or requirements in the Construction General Permit, the most restrictive provisions, as determined by the Director of Public Works, shall prevail.
(b) If any clause, section, or provision of this Chapter is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.
(c) This Chapter shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of this Chapter shall not be a defense in any action to abate such a nuisance.
(d) Failure of the City to observe or recognize hazardous or unsightly conditions shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the City, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.
(e) The City shall administer, implement, and enforce the provisions of this Chapter. The City may contract with outside agencies to conduct inspections and monitoring and to assist with enforcement actions.

1028.05 - Development of Comprehensive Stormwater Management Plans.

(a) This Chapter requires that a Comprehensive Stormwater Management Plan be developed and implemented for all soil disturbing activities one (1) or more acres of total land, or less than one (1) acre if part of a larger common plan of development or sale disturbing one (1) or more acres of total land, and on which any regulated activity of this Chapter is proposed.
(b) A Comprehensive Stormwater Management Plan must be developed and implemented for all commercial and industrial site development disturbing more than 10,000 square feet.
(c) The Director of Public Works may require a Comprehensive Stormwater Management Plan for any soil disturbing activity.
(d) The City shall administer this Chapter, shall be responsible for determination of compliance with this Chapter, and shall issue notices and orders as may be necessary. The City may consult with the Butler and Warren County SWCD, state agencies, private engineers, stormwater districts, or other technical experts in reviewing the Comprehensive Stormwater Management Plan.

1028.06 - Development of stormwater pollution prevention plans (SWP3).

(a) This Chapter requires that a Stormwater Pollution Prevention Plan (SWP3) be developed and implemented for all soil disturbing activities disturbing one (1) or more acres of total land, or less than one (1) acre if part of a larger common plan of development or sale disturbing one (1) or more acres of total land. The Director of Public Works may require a SWP3 for sites disturbing less than one (1) acre.
(b) The following activities shall submit an Abbreviated SWP3 (also known as an Individual/Small Lot SWP3):
    1. New single-family residential construction that disturbs 0.1 (one tenth) up to one (1) acre of land.
    2. Additions or accessory buildings for single-family residential construction that disturb 0.1 (one tenth) up to one (1) acre of land.
    3. All non-residential construction that disturb 0.1 (one tenth) - up to one (1) acre of land.
    4. General clearing activities not related to construction that disturb 0.1 (one tenth) up to one (1) acre of land.
    5. Activities disturbing 0.1 (one tenth) or less of an acre are not required to submit a SWP3, unless required by the City engineer. These activities must comply with all other provisions of this Chapter.

1028.07 - Application procedures.

(a) Pre-Application Meeting: The applicant shall attend a Pre-Application Meeting with the Director of Public Works or designee to discuss the proposed project, review the requirements of this Chapter, identify unique aspects of the project that must be addressed during the review process, and establish a preliminary review and approval schedule.
(b) Stormwater Review Application: The applicant shall submit the stormwater review application and fee worksheet along with the initial submittal for the items below. Applications shall include the required items on the Stormwater Review Checklist to be considered complete.
(c) Preliminary Comprehensive Stormwater Management Plan: The applicant shall submit two (2) sets of a Preliminary Comprehensive Stormwater Management Plan and the applicable fees to the Director of Public Works. The Preliminary Plan shall show the proposed property boundaries, setbacks, dedicated open space, public roads, water resources, stormwater control

measures, and easements in sufficient detail and engineering analysis to allow the City engineer to determine if the site is laid out in a manner that meets the intent of this Chapter and if the proposed SCMs are capable of controlling runoff from the site in compliance with this Chapter.

(d) The applicant shall submit two (2) sets of the Preliminary Plan and applicable fees as follows:
   1. For subdivisions: In conjunction with the submission of the preliminary subdivision plan.
   2. For other construction projects: In conjunction with the application for a zoning permit.

(e) Soil Disturbing Activities Submitting a Stormwater Pollution Prevention Plan (SWP3): The applicant shall submit two (2) sets of the SWP3, the stormwater review application, and the applicable fees to the City as follows:
   1. For subdivisions: After the approval of the preliminary plans and with the submittal of the Final Comprehensive Stormwater Management Plan.
   2. For other construction projects: With the Final Comprehensive Stormwater Management Plan before issuance of a building permit by the development department.
   3. For general clearing projects: Before the issuance of a building permit by the development department.

(f) Soil Disturbing Activities Submitting an Abbreviated Stormwater Pollution Prevention Plan (SWP3), also known as Individual/Small Lot SWP3: The applicant shall submit two sets of the abbreviated SWP3, the stormwater review application, and applicable fees to the City as follows:
   1. For single-family home construction: Before issuance of a building permit by the development department.
   2. For other construction projects. Before issuance of a building permit by the development department.
   3. For general clearing projects. Prior to issuance of a building permit by the development department.

(g) Final Comprehensive Stormwater Management Plan: The applicant shall submit two (2) sets of a Final Comprehensive Stormwater Management Plan and the applicable fees to the Director of Public Works in conjunction with the submittal of the final plat, improvement plans, or application for a building or zoning permit for the site. Final Comprehensive Stormwater Management Plans shall meet the requirements of this Chapter and shall be approved by the Director of Public Works prior to approval of the final plat and/or before issuance of a building permit from the development department.

(h) Review and Comment: The Director of Public Works review the Preliminary and Final Plans submitted and shall approve or return for revisions with comments and recommendations for revisions. A Preliminary or Final Plan rejected because of deficiencies shall receive a narrative report stating specific problems and the procedures for filing a revised Preliminary or Final Plan.

(i) Changes and Resubmission: Changes made without resubmission and approval may result in revocation of initial approval.
   1. Should the approval of other local government, federal, or state agencies require changes to the proposed Comprehensive Stormwater Management Plan, such changes shall be incorporated in a new Comprehensive Stormwater Management Plan and resubmitted for review by the Director of Public Works.
   2. If the applicant finds it advantageous to make changes in the preliminary comprehensive Stormwater Management Plan or site plan, they shall be incorporated in the plan and a new

comprehensive Stormwater Management Plan shall be resubmitted for approval. Resubmission is required even though the original layout may have already been approved.

3. If the applicant finds it advantageous or necessary to make design changes, or if the information on the comprehensive Stormwater Management Plan does not represent the conditions as they exist on the ground, and revisions are required as a result, such revisions shall be made by the applicant and the comprehensive Stormwater Management Plan resubmitted to the Director of Public Works for approval.

(j) Staged Development: Should the applicant plan to develop a given area but wish to begin with only a portion of the total area, the original comprehensive Stormwater Management Plan shall include the proposed general layout of the entire area.

1. Each phase of a staged development shall be self-sufficient from the standpoint of drainage both during and after construction.
2. A phased SWP3 is required for projects which will be completed in stages.
3. The first phase of the development shall be clearly superimposed upon the overall plat or site plan in order to clearly illustrate the method of development that the applicant intends to follow. Each subsequent phase shall follow the same procedure until the entire area controlled by the applicant is developed.
4. Final acceptance by the Director of Public Works of only one portion or phase of a development does not ensure final acceptance of any subsequent phases or the overall general site plan for the entire area; nor does it mandate that the overall general site plan be followed as originally proposed if deviations or modifications acceptable to the Director of Public Works are proposed. The approved plan shall be adhered to until the revised plan is approved

(k) Approval Necessary: Land clearing or soil disturbing activities shall not begin and zoning and/or building permits shall not be issued without:

1. Approved Comprehensive Stormwater Management Plan.
2. Approved SWP3 or Abbreviated SWP3.
3. NOI Submittal to Ohio EPA and NPDES permit issued (When Applicable).
4. Physical marking in the field of protected areas or critical areas, including wetlands and riparian areas.
5. Installation of construction entrances, perimeter sediment barriers, and other erosion and sediment controls that must be in place to address initial site conditions.

(l) SWP3 for individual sublots in a subdivision will not be approved unless the larger common plan of development or sale containing the sublot is in compliance with this Chapter.

(m) The developer, engineer and contractor, and other principal parties, shall meet with the Director of Public Works or designee for a pre-construction meeting no less than seven (7) days prior to soil-disturbing activity at the site to ensure that erosion and sediment control devices are properly installed, limits of disturbance and buffer areas are properly delineated and construction personnel are aware of such devices and areas. Pre-construction meetings for Abbreviated SWP3s may be waived at the discretion of the City engineer.

(n) Approvals issued in accordance with this Chapter shall remain valid for two (2) years from the date of approval or as stipulated in the Construction General Permit. SWP3 and Abbreviated SWP3 approvals shall remain valid for one (1) year from the date of approval. Extension or re-approval will be considered at the written request of the applicant.

1028.08 - Compliance with state and federal regulations.

Approvals issued in accordance with this Chapter do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from other federal, state, and/or county agencies. If requirements vary, the most restrictive shall prevail. These permits may include, but are not limited to, those listed below. Applicants are required to show proof of compliance with these regulations before the City of Monroe will issue a building or zoning permit.

(a) Ohio Environmental Protection Agency (Ohio EPA) National Pollutant Discharge Elimination System (NPDES) Permits authorizing stormwater discharges associated with construction activity or the most current version thereof: Proof of compliance with these requirements shall be the applicant's Notice of Intent (NOI), a copy of the Ohio EPA Director's Authorization Letter with NPDES Facility Permit number for the NPDES Permit, or a letter from the site owner certifying and explaining why the NPDES Permit is not applicable.
(b) Section 401 of the Clean Water Act: Proof of compliance shall be a copy of the Ohio EPA Water Quality Certification application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that section 401 of the Clean Water Act is not applicable. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this Chapter.
(c) Ohio EPA Isolated Wetland or Ephemeral Stream Permit: Proof of compliance shall be a copy of Ohio EPA's Isolated Wetland Permit or Ephemeral Stream Permit application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Ohio EPA's Isolated Wetlands Permit or Ephemeral Stream Permit is not applicable. Isolated wetlands shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this Chapter.
(d) Section 404 of the Clean Water Act: Proof of compliance shall be a copy of the U.S. Army Corps of Engineers Individual Permit application, public notice, or project approval, if an Individual Permit is required for the development project. If an Individual Permit is not required, the site owner shall submit proof of compliance with the U.S. Army Corps of Engineer's Nationwide Permit Program. This shall include one of the following:
    1. A letter from the site owner certifying that a qualified professional has surveyed the site and determined that section 404 of the Clean Water Act is not applicable.
    2. A site plan showing that any proposed fill of waters of the United States conforms to the general and special conditions specified in the applicable Nationwide Permit. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this Chapter.
(e) Ohio Dam Safety Law: Proof of compliance shall be a copy of the ODNR Division of Water Resources permit application tracking number, a copy of the project approval letter from the ODNR Division of Water Resources, or a letter from the site owner certifying and explaining why the Ohio Dam Safety Law is not applicable.

1028.09 - Easements.

Access to SCMs as required by the Director of Public Works for inspections and maintenance shall be secured by easements. The following conditions shall apply to all easements:

(a) Easements shall be included in the Inspection and Maintenance Agreement submitted with the Comprehensive Stormwater Management Plan.
(b) Easements shall be approved by the City prior to approval of a final plat and shall be recorded with the Butler or Warren County Auditor and on all property deeds.
(c) Unless otherwise required by the Director of Public Works, access easements between a public right-of-way and all SCMs shall be no less than 25-feet wide. The easement shall also incorporate the entire SCM plus an additional 25-foot wide band around the perimeter of the SCM.
(d) The easement shall be graded and/or stabilized as necessary to allow maintenance equipment to access and manipulate around and within each facility, as defined in the Inspection and Maintenance Agreement for the site.
(e) Easements to stormwater control measures shall be restricted against the construction therein of buildings, fences, walls, and other structures that may obstruct the free flow of stormwater and the passage of inspectors and maintenance equipment; and against the changing of final grade from that described by the final grading plan approved by the City. Any re-grading and/or obstruction placed within a maintenance easement may be removed by the City at the property owners' expense.
(f) Conservation Easements: Water resources and stormwater control measures placed in conservation easements shall be made in accordance with Planning and Zoning Code.

1028.10 - Fees.

The comprehensive Stormwater Management Plan, SWP3, and Abbreviated SWP3 review, filing, and inspection fee is part of a complete submittal and is required to be submitted to the City before the review process begins. The Council based upon the actual estimated cost for providing these services in accordance with Chapter 1426 permits and fees. The fee schedule is available online at the City of Monroe website.

1028.11 - Bond.

(a) If a Comprehensive Stormwater Management Plan is required by this Chapter, soil- disturbing activities shall not be permitted until a cash bond of 10% of the total project cost has been deposited with the City of Monroe Finance Department. This bond shall be posted for the City of Monroe to perform the obligations otherwise to be performed by the owner of the development area as stated in this Chapter and to allow all work to be performed as needed in the event that the applicant fails to comply with the provisions of this Chapter. The stormwater bond will be returned, less City of Monroe administrative fees when the following three criteria are met:
    1. The site has been stabilized, temporary stormwater control measures have been removed, and the sediment settling basin has been converted to or replaced with post-construction stormwater control measure(s) and one of the following conditions are met:
        a. 100% of the total project has achieved permanent stabilization.
        b. Less than one (1) acre of lots remain unbuilt.
        c. No development activities have occurred for one (1) year.
    2. An As-Built Certification of all stormwater control measures is approved by the Director of Public Works.
    3. An Inspection and Maintenance Plan has been approved by the City and Inspection and Maintenance Agreement has been signed by the developer, the contractor, the City, and the

private owner or homeowners association who will take long term responsibility for these stormwater control measures, is accepted by the Director of Public Works.

(b) If an SWP3 or Abbreviated SWP3 is required by this chapter, soil disturbing activities shall not be permitted until a cash bond or deposit has been received by the City of Monroe Finance Department. Fees shall be ten percent (10%) of the cost of construction. Applicant shall submit Engineer sealed and stamped construction costs based on prevailing wages to the City of Monroe for approval. The bond will be used for the City of Monroe to perform the obligations otherwise to be performed by the owner of the development area as stated in this chapter and to allow all work to be performed as needed in the event the applicant fails to comply with the provisions of this chapter. The cash bond shall be returned, less City of Monroe administrative fees as detailed in Chapter 1426 of the City of Monroe Codified Ordinances, after all work required by this chapter has been completed and final stabilization has been reached, all as determined but the city engineer. ~~If an SWP3 or abbreviated SWP3 is required by this Chapter, soil disturbing activities shall not be permitted until a cash bond or deposit has been deposited with the City Finance Department. For a SWP3, the amount shall be a $1,500 minimum, and an additional $1,500 paid for each subsequent acre or fraction thereof. For an abbreviated SWP3, the amount shall be $1,000. The bond will be used for the City to perform the obligations otherwise to be performed by the owner of the development area as stated in this Chapter and to allow all work to be performed as needed in the event that the applicant fails to comply with the provisions of this Chapter. The cash bond shall be returned, less City of Monroe administrative fees as detailed in Chapter 1426 of the City of Monroe Codified Ordinances, after all work required by this Chapter has been completed and final stabilization has been reached, all as determined by the~~ Director of Public Works.

(c) A portion of bond will be retained until all areas disturbed by construction activity are permanently stabilized, the final inspection has been completed and approved by the City, and a Notice of Termination has been reviewed and approved by the City and then submitted to Ohio EPA (when applicable). Where vegetative growth is used to achieve permanent stabilization, the area shall comply with final stabilization requirements of the Construction General Permit.

(d) Once these criteria are met, the applicant shall be reimbursed all bond monies that were not used for any part of the project. If all of these criteria are not met after three years of permanent stabilization of the site, the City may use the bond monies to fix any outstanding issues with all stormwater management structures on the site and the remainder of the bond shall be given to the private lot owner/ homeowners association for the purpose of long-term maintenance of the project.

1028.12 - Enforcement.

(a) The City shall not issue building permits for projects regulated under this Chapter without approved Comprehensive Stormwater Management Plans, SWP3, or Abbreviated SWP3.

(b) Occupancy permits will not be granted until corrections to all BMP have been made and accepted by the City authorized agent.

(c) If the City determines that a violation of the rules adopted under this code exist, the City or representative may issue an immediate stop work order if the violator failed to obtain any federal, state, or local permit necessary for sediment and erosion control, earth movement, clearing, or cut and fill activity.

(d) All development areas may be subject to external inspections by the Director of Public Works to ensure compliance with the approved Comprehensive Stormwater Management Plan, SWP3, or Abbreviated SWP3.

(e) After each external inspection, the Director of Public Works shall prepare and distribute a status report to the applicant.

(f) If an external inspection determines that operations are being conducted in violation of the approved Comprehensive Stormwater Management Plan, SWP3, or Abbreviated SWP3, the City engineer may take action as detailed in this Chapter.

(g) Failure to maintain and repair erosion and sediment controls per the approved SWP3 plan may result in the following escalation. The penalty is determined by the total number of notifications on site for each violation occurrence.

1. First Notification: The Director of Public Works shall issue a Notice of Deficiency to the owner or operator. All controls are to be repaired and/or maintained per the SWP3 plan within seven (7) days of the notification. If all controls have not been corrected after this time, the Director of Public Works may issue a Stop Work Order for all activities until corrections have been made.
2. Second and Subsequent Notifications: The Director of Public Works may issue a formal Notice of Violation. All controls are to be repaired or maintained per the approved SWP3 plan within seven (7) days of the Notice of Violation. If controls have not been corrected after this time, the Director of Public Works may issue a Stop Work Order for all activities until corrections have been made. The Stop Work Order includes an $800 per business day administrative fee against the SWP3 Bond or site plan deposit.
3. Any violations that directly impact the MS4 and/or US Army Corps of Engineers protected blue line streams will be subject to a fine of $1,500 per business day in addition to the items listed above.
4. Any work completed during a Stop Work Order may result in the forfeiture of the SWP3 bond.

(h) Failure to maintain and repair erosion and sediment controls per the approved abbreviated SWP3 plan may result in the following escalation. The penalty is determined by the total number of notifications on site for each violation occurrence.

1. First Notification: The Director of Public Works shall issue a Notice of Deficiency to the owner or operator. All controls are to be repaired and/or maintained per the SWP3 plan within seven (7) days of the notification. If all controls have not been corrected after this time, the Director of Public Works may issue a Stop Work Order for all activities until corrections have been made.
2. Second and Subsequent Notifications: The Director of Public Works may issue a formal Notice of Violation. All controls are to be repaired or maintained per the approved SWP3 plan within seven (7) days of the Notice of Violation. If controls have not been corrected after this time, the Director of Public Works may issue a Stop Work Order for all activities until corrections have been made. The Stop Work Order includes an $200 per business day administrative fee against the SWP3 Bond or site plan deposit.
3. Any violations that directly impact the MS4 and/or US Army Corps of Engineers protected blue line streams will be subject to a fine of $800 per business day in addition to the items listed above.
4. Any work completed during a Stop Work Order may result in the forfeiture of the SWP3 bond.

(i) The Director of Public Works shall have the authority to make immediate on-site adjustments to the SWP3 in order to achieve compliance with this ordinance.

(j) A final inspection will be made to determine if the criteria of this code has been satisfied and a report will be presented to the City and the site operator on the site's compliance status.

(k) The Director of Public Works will monitor soil-disturbing activities for non-farm residential, commercial, industrial, or other non-farm purposes on land of less than one contiguous acre to ensure compliance required by these Rules.

(l) The Director of Public Works shall notify the U.S. Army Corps of Engineers when a violation on a development project covered by an Individual or Nationwide Permit is identified. The Director of Public Works shall notify the Ohio Environmental Protection Agency when a violation on a development project covered by a section 401 Water Quality Certification and/or Isolated Wetland Permit is identified.

(m) The Director of Public Works shall notify the developer of conservation easement violations. Enforcement of violations will be per the requirements dictated in the recorded easement.

1028.13 - Violations.

(a) No person shall violate or cause or knowingly permit to be violated any of the provisions of this Chapter or fail to comply with any of such provisions or with any lawful requirements of any public authority made pursuant to this Chapter, or knowingly use or cause or permit the use of any lands in violation of this Chapter or in violation of any permit granted under this Chapter.

(b) Upon notice, the Director of Public Works may suspend any active soil disturbing activity for a period not to exceed 90 days and may require immediate erosion and sediment control measures whenever they determine that such activity is not meeting the intent of this Chapter. Such notice shall be in writing, shall be given to the applicant, and shall state the conditions under which work may be resumed. In instances, however, where the Director of Public Works finds that immediate action is necessary for public safety or the public interest, they may require that work be stopped upon verbal order pending issuance of the written notice.

1028.14 - Appeals.

Any person aggrieved by any order, requirement, determination, or any other action or inaction by the City, in relation to this Chapter, may appeal to the City's Board of Zoning Appeals. Written notice of appeal shall be served on the City. A Stop Work Order may be put in effect while the appeal is under review.

(a) Any applicant seeking a variance to the conditions imposed under this Chapter or an appeal to an administrative decision made under this Chapter, other than a decision by the Development Department, may apply to or appeal to the Development Department. The following conditions shall apply:
    1. When filing an application for an appeal to an administrative decision, the applicant shall file a notice of appeal specifying the grounds therefor with the administrative official within 20 days of the administrative official's decision. Upon determining that the application is complete and upon receipt of the required fee of $100, the administrative official shall transmit to the Development Department the application and a transcript constituting the record from which the administrative decision subject to appeal was based. This transmission shall occur no less than fourteen (14) days prior to a regularly scheduled

meeting of the Development Department in order to be placed on the agenda for that meeting.

2. When applying for a variance, the applicant shall file a variance request with the Development Department.
3. Applications for appeals or variances made under this Chapter shall contain the following information:
   a. The name, address, and telephone number of the applicant.
   b. Proof of ownership or authorization to represent the property owner.
   c. The location of the property, including street address and permanent parcel number.
   d. The current zoning of the property.
   e. A description of the project for which the appeal or variance is sought.
   f. A description of the administrative decision being appealed or the conditions of the Chapter from which a variance is sought.
   g. Names and addresses of each property owner within 500 feet as shown in the current records of the Butler or Warren County Auditor typed on gummed labels.
4. Applications for variances or appeals of administrative decisions shall not be resubmitted to the Development Department within one (1) year of the date of a final decision by the Development Department on the original application, unless the applicant shows the Development Department either of the following:
   a. Newly discovered evidence that could not have been presented with the original submission, or
   b. Evidence of a substantial change in circumstances since the time of the original submission.

(b) A decision by the Development Department in response to an application for a variance request or an appeal of an administrative decision filed pursuant to this Chapter shall be final.

(c) Rejected applicants for appeals to Notices of Deficiency and/or Notices of Violation for failure to maintain and repair erosion and sediment controls per the approved SWP3 or abbreviated SWP3 shall be subject to the enforcement actions in this Chapter backdated to the date of initial notification.

1028.15 - Penalty.

(a) Any person, firm, entity, or corporation; including but not limited to, the owner of the property, their agents and assigns, occupant, property manager, and any contractor or subcontractor who violates or fails to comply with any provision of this Chapter is guilty of a misdemeanor of the third degree. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(b) The imposition of any other penalties provided herein shall not preclude the City instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful development, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this Chapter or other applicable laws, ordinances, rules, regulations, or the orders of the City."

<u>SECTION 2</u>: 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 RESOLUTION NO. 25-2022

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE BUTLER COUNTY TAX INCENTIVE REVIEW COUNCIL OF APRIL 20, 2022 AND DECLARING AN EMERGENCY.

WHEREAS, Community Reinvestment Area property tax abatements (CRAs), Tax Increment Finance Districts (TIFs), and Residential Improvement Districts (RIDs) must be reviewed annually by the relevant County Tax Incentive Review Council; and

WHEREAS, the Butler County Tax Incentive Review Council met on April 20, 2022 and recommended that the current CRAs, TIFs, and RIDs continue.

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

SECTION 1: Council hereby accepts the recommendation of the Butler County Tax Incentive Review Council to approve the continuation of the current Community Reinvestment Area property tax abatements, Tax Increment Finance Districts, and Residential Improvement Districts.

SECTION 2: This measure is hereby declaring 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 desires to accept the recommendation at the earliest possible date to remain as close to the required 60 day timeline as possible. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:__________________

ATTEST: APPROVED:

____________________________ ____________________________

Clerk of Council Mayor

Butler County
City of Monroe
Tax Incentive Review Council (TIRC)
Year 2020 Review
Date of Meeting 4/20/2022

Members Present:

July Lepsky   Selena Cruces   Larry Brueshaber   Paul Carpenter

Members Absent:

Brad Evans

Butler County Staff Present:

David Fehr   Stephanie Bryant-Matheny   Seth Geisler   Matt Mesisklis

City of Monroe Representation:

Jennifer Patterson, Assistant to City Manager, Economic Development

City of Monroe Representatives Absent:

Holly Cahill, School Treasurer

John McDonald, Community Representative

Brian Curlis, Community Representative

Julie Lepsky called the meeting to order at 10:50 a.m. and the meeting proceeded as follows:

The 2020 Ohio Tax Increment Financing (TIF), Residential Industrial District (RID) and Community Reinvestment Area (CRA) annual status reports were reviewed by the board members and the recommendations of the counsel were made by voice vote and recorded by Stephanie Bryant-Matheny.

The 2020 Annual Status Reports for the Ohio Tax Increment Financing (TIF) Program, Residential Industrial District (RID) Program and Community reinvestment area (CRA) Program were presented to the TIRC by Jennifer Patterson.

<u>CRA's: Recommendation IN COMPLIANCE:</u>

CRA 2-Zone Report

CRA3-IDI (Bldg. A)

CRA 3-IDI (Bldg. B)

CRA 3-Zone Report

SEE ATTACHED REPORTS

<u>TIF's/RID's: Recommendation IN COMPLIANCE</u>

SEE ATTACHED REPORTS

Paul Carpenter made a motion for Approval of the recommendations listed above.

Selena Cruces seconded the motion

All in favor say I – Opposed – Seeing none, hearing none, motion carries.

The meeting was closed by Julie Lepsky at 11:03 a.m.

Butler County
City of Monroe
Tax Incentive Review Council (TIRC)
Year 2021 Review
Date of Meeting 4/20/2022

Members Present:

July Lepsky Selena Cruces Larry Brueshaber Paul Carpenter

Members Absent:

Brad Evans

Butler County Staff Present:

David Fehr Stephanie Bryant-Matheny Seth Geisler Matt Mesisklis

City of Monroe Representation:

Jennifer Patterson, Assistant to City Manager, Economic Development

City of Monroe Representatives Absent:

Holly Cahill, School Treasurer

John McDonald, Community Representative

Brian Curlis, Community Representative

Julie Lepsky called the meeting to order at 11:05 a.m. and the meeting proceeded as follows:

The 2021 Ohio Tax Increment Financing (TIF), Residential Industrial District (RID) and Community Reinvestment Area (CRA) annual status reports were reviewed by the board members and the recommendations of the counsel were made by voice vote and recorded by Stephanie Bryant-Matheny.

The 2021 Annual Status Reports for the Ohio Tax Increment Financing (TIF) Program, Residential Industrial District (RID) Program and Community reinvestment area (CRA) Program were presented to the TIRC by Jennifer Patterson.

<u>CRA’s: Recommendation IN COMPLIANCE:</u>

CRA 2-Zone Report

CRA3-IDI (Bldg. A)

CRA 3-IDI (Bldg. B)

CRA 3-Zone Report

SEE ATTACHED REPORTS

<u>TIF’s/RID’s: Recommendation IN COMPLIANCE</u>

SEE ATTACHED REPORTS

Larry Brueshaber made a motion for Approval of the recommendations listed above.

Paul Carpenter seconded the motion

All in favor say I – Opposed – Seeing none, hearing none, motion carries.

The meeting was closed by Julie Lepsky at 11:15 a.m.

EMERGENCY RESOLUTION NO. 26-2022

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE WARREN COUNTY TAX INCENTIVE REVIEW COUNCIL OF MARCH 14, 2022 AND DECLARING AN EMERGENCY.

WHEREAS, Community Reinvestment Area property tax abatements (CRAs) and Tax Increment Finance Districts (TIFs) must be reviewed annually by the relevant County Tax Incentive Review Council; and

WHEREAS, the Warren County Tax Incentive Review Council met on March 14, 2022, and recommended that the current CRAs and TIFs continue.

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

SECTION 1: Council hereby accepts the recommendation of the Warren County Tax Incentive Review Council to approve the continuation of the current Community Reinvestment Area property tax abatements and Tax Increment Finance Districts.

SECTION 2: This measure is hereby declaring 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 desires to accept the recommendation at the earliest possible date to remain as close to the required 60 day timeline as possible. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:____________________

ATTEST: APPROVED:

______________________________ ______________________________

Clerk of Council Mayor

TIRC MINUTES

2019-2021 ANNUAL REVIEW MEETING

CITY OF MONROE

MARCH 14, 2022

The Tax Incentive Review Council's annual review of Warren County's CRA, the City of Monroe, was called to order by Matt Nolan at 9:03 am in the Warren County Administration Building, Room 349, Lebanon, Ohio.

The following members were present: Tif Zindel, Martin Russell, Matt Nolan, Christopher Wojnicz, Matt Schnipke, Candace Miller, Mike Morrow, Jennifer Patterson, Brian Curlis, and John MacDonald.

The CRA Agreements for City of Monroe were reviewed by the TIRC. Ms. Patterson stated that Park North is fully filled and mentioned that Cornerstone Services and Home Depot will fall off in a few years. Additionally, Ms. Patterson noted that Amazon is well over their employment metrics, with a record of 3,667 jobs created by 2021. Mr. Schnipke commented that may rank them as the highest employer in Warren County. Ms. Patterson explained that Blue Buffalo shows no employment count because CSafe is moving into the space.

It was moved by Matt Nolan and seconded by Martin Russell to approve the recommendations for each of the abatements discussed. The motion passed unanimously on a voice vote.

There being no further business, the meeting was adjourned at 9:09 am.

TIRC MINUTES

2019-2021 ANNUAL REVIEW MEETING

CITY OF MONROE

MARCH 14, 2022

The Tax Incentive Review Council's annual review of Warren County's TIF, the City of Monroe, was called to order by Matt Nolan at 9:09 am in the Warren County Administration Building, Room 349, Lebanon, Ohio.

The following members were present: Tif Zindel, Martin Russell, Matt Nolan, Christopher Wojnicz, Matt Schnipke, Candace Miller, Mike Morrow, Jennifer Patterson, Brian Curlis, and John McDonald.

The TIF Agreements for City of Monroe were reviewed by the TIRC. Ms. Patterson reported the 2019-2021 service payments, a cumulative total of $4,138,352. Expenditures totaling $424,457 have been utilized for road improvements and drainage projects. Ms. Patterson mentioned that the Corridor 75 Park will fall off soon.

It was moved by Chris Wojnicz and seconded by Tif Zindel to approve the recommendations for each of the abatements discussed. The motion passed unanimously on a voice vote.

There being no further business, the meeting was adjourned at 9:14 am.

EMERGENCY ORDINANCE NO. 2022-08

AN ORDINANCE AUTHORIZING THE CITY TO PARTICIPATE IN COOPERATION WITH, AND REQUESTING THE WARREN COUNTY PORT AUTHORITY'S PARTICIPATION IN, THE FINANCING OF PUBLIC IMPROVEMENTS FOR THE CORRIDOR 75 PARK PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Monroe, Ohio (the "City") has determined to promote the economic and commercial growth of the City; and

WHEREAS, pursuant to Ordinance No. 2008-02, passed by this Council on January 8, 2008 (the "TIF Legislation"), the City previously entered into that certain Tax Increment Service and Cooperative Agreement dated as of March 1, 2008 (the "Cooperative Agreement") by and among the City, VH Monroe, LLC, as developer (the "Initial Developer"), and the Warren County Port Authority (the "Port Authority"), pursuant to which Cooperative Agreement the City assigned to the Port Authority certain service payments and special assessment collections described therein and derived from the Corridor 75 Park Project, the Initial Developer agreed to undertake the Corridor 75 Park Project, and the Port Authority agreed to issue revenue bonds and notes in the maximum aggregate principal amount of not to exceed $19,000,000 (the "Obligations") for the purposes of financing public infrastructure improvements (the "Public Improvements") in connection with the Corridor 75 Park Project; and

WHEREAS, on December 18, 2018, the Port Authority issued its $10,740,000 Special Obligation Development Revenue Refunding Bonds (Ohio Communities Accelerator Fund) Series 2018F (Corridor 75 Park Refunding Project), payable from service payments in lieu of taxes and special assessments, for the purposes of advance refunding the outstanding Obligations; and

WHEREAS, the City has determined that it is necessary to cause the construction, equipping, and installation of road improvements along State Route 63 as Public Improvements (the "Road Improvements") in connection with the Corridor 75 Park Project; and

WHEREAS, the Port Authority has proposed the issuance of not to exceed $1,500,000 in maximum par amount of special obligation development revenue bonds to be placed in the Ohio Communities Accelerator Bond fund managed by the Port Authority, the proceeds of which funds will be used to finance the Road Improvements as Obligations under the Cooperative Agreement.

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

<u>SECTION 1</u>: That Council hereby requests that the Port Authority, in cooperation with the City, issue port authority special obligation revenue bonds (the "Bonds"), payable solely from special assessments, to finance the Road Improvements.

That this Council hereby approves and authorizes the City Manager and/or Finance Director to enter into and execute and any and all agreements and documents deemed necessary by legal counsel to the City and/or bond counsel in connection with the Bonds and/or to permit the Bonds to be issued in a timely manner. Such agreements and documents may include one or more additional cooperative agreements or amendments to the existing Cooperative Agreement with the Port Authority and such other parties as may be deemed necessary by legal counsel to the City and/or bond counsel.

That the City Manager, the Finance Director and all other city officials are hereby authorized and directed to execute any documents, financing statements or closing certificates deemed necessary or advisable, in connection with the Bonds, including such terms and conditions as are requested or approved by such official signing the same, with such execution being conclusive evidence of the approval of all terms and conditions contained therein.

SECTION 2: That all authority granted under Resolution No. 69-2008 and Ordinance Nos. 2008-34, 2008-35, 2004-26, 2008-2 (collectively, the "Prior Authorizing Legislation") remains in full force and effect as supplemented hereby and is hereby ratified and confirmed, and all actions taken on behalf of the City thereunder prior to the enactment of this ordinance are hereby ratified and confirmed.

SECTION 3: That the obligations of the City under the Prior Authorizing Legislation and this ordinance do not and shall not represent or constitute a debt or pledge of the full faith and credit or the taxing power of the City and no member of this Council, nor any other officer, official, employee, agent, or legal representative of the City, shall be liable personally for any obligations under the Prior Authorizing Legislation, this ordinance, the Cooperative Agreement or any other instrument, agreement or document authorized, executed and delivered by the City under the Prior Authorizing Legislation or this ordinance.

SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 5: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare in the City in order to provide for the orderly financing of the public infrastructure improvements in the City as herein provided, including obtaining a favorable rate of interest, and it shall take effect immediately upon its adoption.

PASSED: ________________________

ATTEST:

______________________________	______________________________
Clerk of Council	Mayor

EMERGENCY ORDINANCE NO. 2022-09

AN ORDINANCE APPROVING A WATER RATE FOR MOELLER BREW BARN AND DECLARING AN EMERGENCY.

WHEREAS, Moeller Brew Barn purchased the building located at 6550 Hamilton Lebanon Road to be utilized as one of the company's largest brew sites; and

WHEREAS, Council desires to approve a water rate in recognition of the value the project brings to balancing the City's water system and the amount of water expected to be regularly used in operations.

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

SECTION 1: The water rate for Moeller Brew Barn shall not exceed the residential rate charged for usage of 20,000 gallons or less.

SECTION 2: 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 desires to facilitate the company's ability to begin brewing 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

EMERGENCY ORDINANCE NO. 2022-10

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE, THORNTONS LLC, AND CORRIDOR 75 PARK, LTD FOR A RETAIL FUEL STATION/CONVENIENCE STORE AND DECLARING AN EMERGENCY.

WHEREAS, Thorntons LLC has contracted for the right to purchase and/or lease real property in the City of Monroe for the construction of a retail fuel station/convenience store; and

WHEREAS, the City of Monroe owns real property adjacent to Thorntons proposed location containing certain unneeded easements preventing construction to occur; and

WHEREAS, Council desires to vacate said easements to allow the construction of the retail fuel station/convenience store to proceed.

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

<u>SECTION 1</u>: The City Manager is hereby authorized to execute a Development Agreement by and between the City of Monroe, Thorntons LLC, and Corridor 75 Park, Ltd for a retail fuel station/convenience store. The terms and conditions of said Development Agreement are set forth in Exhibit “1” attached hereto and made a part hereof.

<u>SECTION 2</u>: 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 Council desires to allow the construction of the new business referred to herein 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

<u>Exhibit "1" E Ord No. 2022-10</u>

<u>DEVELOPMENT AGREEMENT</u>

THIS DEVELOPMENT AGREEMENT ("Agreement") entered into this **____** day of June, 2022 (the "Effective Date"), by and among (i) THORNTONS LLC, a Delaware limited liability company ("Thorntons"), (ii) CORRIDOR 75 PARK, LTD., an Ohio limited liability company (the "Current Owner") and (iii) THE CITY OF MONROE, an Ohio municipal corporation (the "City" or "City of Monroe"). Thorntons, Current Owner and the City are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, Thorntons has the contractual right to purchase and/or lease certain real property in located in the City of Monroe, Warren County, State of Ohio, described on <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "Thorntons Parcel"); and

WHEREAS, the City is the owner of certain real property located adjacent to the Thorntons Parcel described on <u>Exhibit B</u> attached hereto and incorporated herein by reference (the "City Parcel" and together with the Thorntons Parcel hereinafter collectively referred to as, the "Parcels"); and

WHEREAS, the Thorntons is desirous of developing the Thorntons Parcel as a retail fuel station/convenience store and has obtained all required entitlements, permits and approvals from the City and all other applicable governmental authorities having jurisdiction over the Thorntons Parcel for its proposed development; and

WHEREAS, Thorntons' intended development of the Thorntons Parcel cannot proceed due to the existence of an easement currently encumbering the Thorntons Parcel in favor of the City through which certain existing water line facilities (the "Existing Waterline Facilities") and certain existing sanitary sewer facilities (the "Existing Santiary Facilities" and together with the

Existing Waterline Facilities hereinafter collectively referred to as the "Existing Utility Facilities") serving the City Parcel have been constructed, such easement being granted pursuant to that certain Easement Agreement dated July 13, 1953 and recorded in Warren County deed book 225 pages 236, 237 and 238 (the "Current Easement");

WHEREAS, the City has agreed to vacate, release and terminate the Current Easement via the passage of a municipal ordinance in form and substance similar to the ordinance attached hereto as Exhibit C and made a part hereof, and to record such ordinance in the real property records of Warren County, Ohio (the "Current Easement Vacating Ordinance"), provided that (i) concurrently with the execution of this Agreement, the Current Owner and the City shall enter into that certain Sanitary Sewer Easement Agreement in form and substance similar to the form attached hereto as Exhibit D and made a part hereof (the "Replacement Easement Agreement") granting the City a new sanitary sewer easement upon the Thorntons Parcel over a portion thereof that does not conflict with Thorntons' intended development and into which the Existing Sanitary Facilities serving the City Parcel can be relocated, all as is shown in the easement plat attached as an exhibit to the Replacement Easement Agreement (the "Plans"), and (ii) in consideration for the City's agreement to vacate, release and terminate the Current Easement as provided above, Thorntons agrees to complete, at its sole cost and expense, the relocation of the Existing Sanitary Facilities from the Current Easement to the Replacement Easement and the relocation of the Existing Waterline Facilities from the Current Easement to an area located to the north and east of (but not upon) the Thorntons Parcel, all as shown on Exhibit E attached hereto and made a part hereof and in accordance with the Plans as part of Thorntons' initial development of the Thorntons Parcel; and

WHEREAS, on or about August 11, 2020, the City passed that certain "Ordinance No. 2020-24, An Ordinance Vacating a Certain Easement Containing 2,750 Square Feet No Longer Needed for Municipal Purposes" purporting to vacate, release and terminate that certain well-head protection easement in encumbering the Thorntons Parcel dated August 10, 1967 and recorded in Warren County deed book 387 pages 46, 47 and 48 (the "Well-Head Easement Vacation Ordinance") and thereafter, the City recorded such ordinance in real property records of Warren County, Ohio on September 3, 2020 as Instrument Number 2020-033985 however, through inadvertence and/or omission, the Well-Head Easement Vacation Ordinance incorrectly referenced the county of recording of the original well-head protection easement as Butler County; and

WHEREAS, the City has agreed to execute an affidavit of correction to amend the Well-Head Easement Vacation Ordinance reflecting Warren County as the county of recording for the original easement in form and substance similar to the affidavit attached hereto as <u>Exhibit F</u> and made a part hereof, and to record such affidavit in the real property records of Warren County, Ohio (the "Affidavit of Correction"); and

WHEREAS, the Thorntons Parcel is also currently encumbered by certain restrictive covenants contained in that certain Warranty Deed dated July 13, 1953 and recorded in Warranty County deed book 225 pages 233, 234 and 235 prohibiting the construction of any building sewer or unsanitary structure on that portion of the Thorntons Parcel which located within three hundred (300) feet of the City Parcel (the "Sewer Restriction"), and Thorntons has determined that such restrictions are incompatible with its intended development of the Thorntons Parcel; and

WHEREAS, the City has agreed to vacate, release and terminate the Sewer Restriction via the passage of a municipal ordinance in form and substance similar to the ordinance attached hereto as Exhibit G and made a part hereof and to record the same in the real property records of Warren County, Ohio (the "Sewer Restriction Vacating Ordinance"); and

WHEREAS, Thorntons is requiring as a condition precedent to its willingness to proceed to close on its acquisition and/or lease of the Thorntons Parcel that (i) the Current Easement be vacated, released and terminated via the passage and recording of the Current Easement Vacating Ordinance in the real property records of Warren County, Ohio; (ii) that the Replacement Easement be granted by the Current Owner to the City and for the benefit of the City Parcel and recorded in the real property records of Warren County, Ohio; (iii) that the Affidavit of Correction be recorded in the real property records of Warren County, Ohio, and (iv) that the Sewer Restriction be vacated, released and terminated via the passage of the Sewer Restriction Vacating Ordinance and the recording of the same in the real property records of Warren County, Ohio (collectively, the "Thorntons Closing Conditions"); and

WHEREAS, the Current Owner has agreed to grant the Replacement Easement and join in the execution of this Agreement to ensure that all conditions precedent to Thorntons closing on its acquisition and/or lease of the Thorntons Parcel are resolved to Thorntons reasonable satisfaction; and

WHEREAS, the Parties are desirous of entering into this Agreement setting forth the Parties' respective obligations in connection with (i) the vacation of the Current Easement; (ii) the grant of the Replacement Easement; (iii) the relocation of the Existing Sanitary Facilities into the Replacement Easement, (iv) the relocation of the Existing Waterline Facilities into the area located to the north and east of the Thorntons Parcel as shown on Exhibit E attached hereto, (v) the recording of the Affidavit of Correction, and (vi) the vacation of the Sewer Restriction, all of the foregoing being for the purposes of facilitating Thorntons development of the Thorntons Parcel as a retail fuel station/convenience store; and

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS**. The foregoing recitals are true and accurate in all material respects and are hereby incorporated into this Agreement by this reference.

2. **PASSAGE & RECORDING OF THE CURRENT EASEMENT VACATION ORDINANCE, THE SEWER RESTRICTION VACATION ORDINANCE AND THE AFFIDAVIT OF CORRECTION BY THE CITY**. In consideration for the Current Owner's agreement to grant the Replacement Easement and Thorntons' agreement to relocate the Existing Utility Facilities as provided herein, the City hereby agrees that it shall take all appropriate legislative action necessary to approve (i) the Current Easement Vacation Ordinance in the form attached hereto as Exhibit C, (ii) the Sewer Restriction Vacation Ordinance in the form attached hereto as Exhibit F and (iii) the Affidavit of Correction in the form attached hereto as Exhibit C, to have each of the foregoing recorded in the real property records of Warren County, Ohio, and to provide evidence of recording for the same to Thorntons and Current Owner within thirty (30) days following the Effective Date hereof.

3. **GRANT OF REPLACEMENT EASEMENT BY THE CURRENT OWNER**. Concurrently with the transfer of the Thorntons Parcel to Thorntons or its designee, Current Owner hereby agrees to execute the Replacement Easement in favor the City and to record the same in the real property records of Warren County, Ohio, and shall provide evidence of recording for the

Replacement Easement to Thorntons and City within ten (10) business days following the closing of such transfer.

4. **<u>RELOCATION OF EXISTING UTILITY FACILITIES.</u>** Provided that all Thorntons Closing Conditions have been satisfied then Thorntons shall, at its sole cost and expense and as part of its initial development of the Thorntons Parcel, relocate the Existing Sanitary Facilities from the Current Easement to the Replacement Easement and relocate the Existing Waterline Facilities from the Current Easement into the area located to the north and east of the Thorntons Parcel as shown on <u>Exhibit E</u> attached hereto, such work to be performed (i) in a good, workman like manner, (ii) in accordance with the Plans, (iii) in compliance with all Legal Requirements (hereinafter defined) and (iv) in a manner that does not cause any permanent material adverse effect on the City Parcel, it be understood and agreed by the Parties that so long as Thorntons completes the relocation of the Existing Utility Facilities in accordance with the Plans then the same shall not be deemed to have a permanent material adverse effect on the City Parcel. The term "Legal Requirements" as used herein shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, and other applicable requirements, conditions, and orders of any governmental authority.

5. **<u>DEFAULT AND REMEDIES</u>**. Thorntons shall substantially complete the relocation of the Existing Utility Facilities described herein concurrently with the completion of its initial development of the Thorntons Parcel. In the event Thorntons shall fail to substantially complete the relocation of the Existing Utility Facilities as provided above, the City shall have the right, upon not less than ten (10) days advance written notice to Thorntons, to complete such work, provided that Thorntons has not substantially completed such work prior to expiration of such ten (10) day period. In the event the City shall elect to exercise its self-help rights under this Section

5, it shall be entitled to reimbursement from Thorntons for all costs and expenses incurred to complete such upon demand. In addition, In addition to the foregoing, any Party to this Agreement fails to comply with the terms hereof, the other Parties, either individually or collectively, shall be entitled to institute legal action against the defaulting Party for specific performance, declaratory or injunctive relief, monetary damages or any other remedy available at law or in equity. The prevailing party in such legal actions or proceedings shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and courts costs incurred in connection with the foregoing. All of the remedies permitted or available to a Party hereunder shall be cumulative and not mutually exclusive of one another, and the invocation of any one right or remedy shall not constitute an election of remedies or preclude a Party from exercising any other remedy under this Agreement, at law or in equity.

6. **NOTICES**. Any and all notices required under this Agreement shall be deemed to be properly served if delivered in writing personally, or sent by certified mail with return receipt requested, or by facsimile or electronic mail followed with a copy thereof by U.S. mail the following business day, or by nationally recognized overnight delivery service, pre-paid, for overnight delivery with receipt requested, to Thorntons, Current Owner or the City at the address below or to any subsequent address which each Party may designate in writing for such purpose. Any notice required under this Agreement shall be deemed to have been delivered and received on the date of actual receipt, or if receipt is refused, then (i) one (1) business day following deposit with such nationally recognized overnight courier, (ii) five (5) business days after deposit in the U.S. mails by certified mail, return receipt requested, and/or (iii) on the date of delivery or refusal if by hand delivery:

If to Thorntons:	Thorntons LLC Attention: Chief Development Officer 2600 James Thornton Way Louisville, Kentucky 40245 502-425-8022 realestate@mythorntons.com
With a copy to:	Thorntons LLC Attention: Chief Legal Officer and General Counsel 2600 James Thornton Way Louisville, Kentucky 40245 502-425-8022 legaldepartment@mythorntons.com
If to the Current Owner:	Corridor 75 Park, Ltd. Attention: Louis Guttman 4901 Hunt Road Suite 300 Cincinnati, Ohio 45242 Ph: 513-984-0300 Email: LouisG@hillsinc.com
If to the City:	City of Monroe Attention: Bill Brock, City Manager/City Engineer 233 S Main Street P. O. Box 330 Monroe, Ohio 45050-0330 Ph: 513-360-2200 Email: brockb@monroeohio.org
With a copy to:	Phil Callahan Law Attention: Phil Callahan, Law Director 202 E. Central Ave. Miamisburg, OH 45342 Ph: 937-866-9933 Email: philipcallahanlaw@gmail.com

7. **MISCELLANEOUS.**

(a) This Agreement contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the Parties that this Agreement alone sets forth the terms on which the Parties have mutually agreed. Each Party specifically agrees that it enters into this Agreement based on its own understanding of the terns hereof and does not rely, in whole or in part, on any interpretation or representation of the other Party. Each Party agrees that this Agreement is the result of good faith arm's length negotiations. This Agreement is contingent upon Thorntons or its designee taking title to the Thorntons Parcel.

(b) This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the Parties as to a new, specifically defined legal relationship.

(c) This Agreement supersedes any prior agreements between the Parties concerning the subject matter hereof and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. Nothing contained in this Agreement, including the Plans, shall give rise to duties or covenants on the part of Thorntons, Current Owner or the City, express or implied, other than the express duties and covenants set forth herein.

(d) It is mutually understood and specifically agreed that this Agreement benefits and is binding upon the respective heirs, successors, administrators, executors, and assigns of the Parties hereto.

(e) This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio and any dispute with respect to it and the rights and duties thereby created shall be litigated in the U.S. District Court for the Southern District of Ohio or a state court of competent jurisdiction in Ohio.

(f) In the event of any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the non-prevailing party its costs and reasonably attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(g) This Agreement may be terminated, modified or amended only by the written consent of the Parties hereto and any such termination, modification or amendment of this Agreement shall be evidenced by a document that has been fully executed and acknowledged by such Parties and recorded.

(h) Each provision of this Agreement and the application thereof are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the Parties agree to promptly cause such legal description to be prepared.

(i) Each Party shall execute and deliver such further documents and instruments and take such further action as may be reasonably requested by another Party and as is consistent with the provisions of this Agreement in order to accomplish the purpose and intent of this Agreement.

(j) Nothing contained in this Agreement shall be deemed to create any implied easements not otherwise expressly provided for herein. Subject to the express terms and conditions of this Agreement, any property subject hereto may be developed and improved without limitation and without the consent of any Party hereunder.

(k) This Agreement is not intended, and shall not be construed, to dedicate all or any portion of the Thorntons Parcel to any governmental authority or grant any rights to the public in general.

(l) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

(m) Time shall be of the essence of this Agreement and each and every term and condition hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have hereunto set our hands and seals on the date and year first above written.

THORNTONS:

THORNTONS LLC,
a Delaware limited liability company

By: ______________________________________
Rodney Loyd, Chief Development Officer

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The undersigned, a Notary Public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that Rodney Loyd, as Chief Development Officer of Thorntons LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

GIVEN under my hand and Notarial Seal this _____ day of June, 2022.

____
Notary Public

My Commission Expires:

____________________, 20___

[Additional Signatures to Follow.]

CURRENT OWNER:

CORRIDOR 75 PARK, LTD.
an Ohio limited liability company

By: Hills Developers, Inc., its Manager

By:____________________________
Louis Guttman, President

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

The undersigned, a Notary Public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that Louis Guttman, as President of Hills Developers, Inc., an Ohio corporation and Manager of Corridor Park 75, Ltd., an Ohio limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as, appeared before me this day in person and acknowledged that he, being duly authorized, signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

GIVEN under my hand and Notarial Seal this _____ day of June, 2022.

____
Notary Public

My Commission Expires:

____________________, 20___

[Additional Signatures to Follow.]

CITY:

CITY OF MONROE, OHIO
an Ohio municipal corporation

By: ______________________________

William J. Brock, P.E.
City Manager

STATE OF OHIO)
) SS
COUNTY OF BULTER)

The undersigned, a Notary Public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that William J. Brock, P.E., as City Manager of the City of Monroe, Ohio, an Ohio municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

GIVEN under my hand and Notarial Seal this _____ day of June, 2022.

____
Notary Public

My Commission Expires:

____________________, 20___

EXHIBIT “A”

LEGAL DESCRIPTION OF THORNTONS PARCEL

TRACT 1:

Situated in Section 5, Town 3 East, Range 3 North, BTM, Turtlecreek Township, City of Monroe, Warren County, Ohio being part of a 778.5945 acre tract conveyed to Corridor 75 Park, LTD in O.R. 1226 Pg. 23 the boundary of which being more particularly as follows:

Commencing at a set 5/8” iron pin at the northwest corner of Lot 1 of Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25;

Thence along the east right of way line of Gateway Blvd, along a curve deflecting to the left a distance of 160.83 feet to a set 5/8” iron pin, said curve having a radius of 845.00 feet, a deflection of 10°54’18” and a chord that bears N35°29’31”W a distance of 160.58 feet:

Thence through a 0.135 acre tract conveyed to Corridor 75 Park LTD in OR 4737 Page 219, N49°16’34”E a distance of 12.65 feet to a set 5/8” iron pin, being the real Point of Beginning for this description;

Thence along the east line of said 0.135 acre tract, along a curve deflecting to the left a distance of 113.57 feet to a set 5/8” iron pin, said curve having a radius of 855.00 feet, a deflection of 07°36’39”, and a chord that bears N42°21’13”W a distance of 113.49 feet;

Thence continuing, along a curve deflecting to the right a distance of 305.04 feet to a set 5/8” iron pin, said curve having a radius of 745.00 feet, a deflection of 23°27’34”, and a chord that bears N34°25’45”W a distance of 302.91 feet;

Thence along the east right of way line of the aforesaid Gateway Blvd the following three (3) courses:

1. N09°26’43”W, a distance of 8.95 feet to a set 5/8” iron pin;

2. Along a curve deflecting to the right a distance of 92.75 feet to a set 5/8” iron pin, said curve having a radius of 743.00 feet, a deflection of 07°09’09”, and a chord that bears N18°27’07”W, a distance of 92.69 feet;

3. N14°52’32”W, passing a set 5/8” iron pin at 200.60 feet a total distance of 230.84 feet to a set 5/8” iron pin in the south line of a 3.152 acre parcel conveyed to The City of Monroe in OR 5059 Page 863;

Thence along said south line, N67°54’45”E, a distance of 599.35 feet to a set mag nail;

Thence along a portion of the dedicated right of way for State Route 63 as recorded in PB 84 Page 20, S06°53’06”W, a distance of 72.06 feet to a set 5/8” iron pin;

Thence continuing, S70°14’03”W, a distance of 76.78 feet to a set 5/8” iron pin;

Thence continuing and in part along the west line of a 0.415 acre tract conveyed to The City of Monroe, Ohio in OR 1690 Page 99, S00°48’57”E, passing a set 5/8” iron pin at 32.55 feet, a total distance of 425.53 feet to an existing 5/8” iron pin lying 0.3 feet west;

Thence along the south line of said 0.415 acre tract and in part along the south line of a 1.035 acre tract conveyed to The City of Monroe, Ohio in OR 1690 Page 95, S84°57’01”E a distance of 94.00 feet to a set 5/8” iron pin;

Thence along a new division line, S05°02’59”W, a distance of 156.57 feet to a set 5/8” iron pin;

Thence continuing, S49°16’34”W, a distance of 293.70 feet to the Point of Beginning.

Containing 6.712 acres of land, more or less being subject to easements, restrictions and rights of way of record.

Bearings are based on Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25

The above description is based on a field survey performed by The Kleingers Group in August 2020 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume__________ Page_________ of the Warren County Engineer’s Record of Land Surveys.

TRACT 2:

Situated in Section 5, Town 3 East, Range 3 North, BTM, Turtlecreek Township, City of Monroe, Warren County, Ohio being part of a 0.135 acre parcel of land conveyed to Corridor 75 Park, LTD in O.R. 4737 Pg. 219 the boundary of which being more particularly as follows:

Commencing at a set 5/8” iron pin at the northwest corner of Lot 1 of Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25;

Thence along the east right of way line of Gateway Blvd, along a curve deflecting to the left a distance of 160.83 feet to a set 5/8” iron pin at the Real Point of Beginning for this description, said curve having a radius of 845.00 feet, a deflection of 10°54’18” and a chord that bears N35°29’31”W, a distance of 160.58 feet;

Thence continuing along said east right of way line the following four (4) courses:

1. Along a curve deflecting to the left a distance of 16.45 feet to a set 5/8” iron pin, said curve having a radius of 845.00 feet, a deflection of 01°06’55”, and a chord that bears N41°30’08”W, a distance of 16.45 feet;

2. N42°03’35”W, a distance of 150.00 feet to a set 5/8” iron pin;

3. Along a curve deflecting to the right a distance of 216.78 feet to a set 5/8” iron pin, said curve having a radius of 755.00 feet, a deflection of 16°27’03”, and a chord that bears N33°50’04”W, a distance of 216.03 feet;

4. N09°26’43”W, a distance of 39.37 feet to a set 5/8” iron pin;

Thence along a westerly line of a remaining portion of a 778.5945 acre tract conveyed to Corridor 75 Park, LTD in OR 1226 Page 23, along a curve deflecting to the left a distance of 305.04 feet to a set 5/8” iron pin, said curve having a radius of 745.00 feet, a deflection of 23°27’34”, and a chord that bears S34°25’45”E a distance of 302.91 feet;

Thence continuing, along a curve deflecting to the right a distance of 113.57 feet to a set 5/8” iron pin, said curve having a radius of 855.00 feet, a deflection of 07°36’39” and a chord that bears S42°21’13”E a distance of 113.49 feet;

Thence along a new division line, S49°16’34”W, a distance of 12.65 feet to the point of beginning.

Containing 0.102 acres of land, more or less being subject to easements, restrictions and rights of way of record.

Bearings are based on Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25 The above description is based on a field survey performed by The Kleingers Group in August 2020 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume__________ Page_________ of the Warren County Engineer’s Record of Land Surveys.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE CITY PARCEL

Situated in Turtlecreek Township and in the City of Monroe, Warren County, Ohio, and being a part of Section #5, Town 3, Range 3, and bounded and described as follows:

Beginning at the point of intersection of the North line of a sixty foot (60') wide pipeline easement granted to Texas Gas Transmission Company, as recorded in Deed Record 190, Page 209, and the centerline of Union Road (County Road No. 33), said easement runs parallel to and lies 30 feet on each side of the original 26-inch pipe, said easement also being more accurately defined and platted in Deed Record 293, Page 99:

From said point of beginning, running with the centerline of Union Road, N. 30º 00' W. 50.00 feet to a point; thence, parallel with the Transmission easement, No. 60º 03' E. 55.00 feet to a point; thence, parallel with said Road, S. 30º 00' E. 50.00 feet to a point in the North line of the aforesaid easement; running thence, with the North line of said easement, S. 60º 03' W. 55.00 feet to the point of beginning, containing Tow Thousand Seven Hundred Fifty (2,750) Square Feet.

EXHIBIT C

CURRENT EASEMENT VACATION ORDINANCE

ORDINANCE NO. 2022-__

AN ORDINANCE VACATING A CERTAIN WATER LINE EASEMENT CONTAINING ______________ SQUARE FEET NO LONGER NEEDED FOR MUNICIPAL PURPOSES.

WHEREAS, a perpetual easement for construction, maintenance operation, repair, replacement and removal of a water line was granted to the Village of Monroe, now the City of Monroe, on July 13, 1953; and

WHEREAS, said easement and water line are located within a portion of the servient estate that are inconsistent with the construction plans for such property approved by the City, which property is to be developed as a retail fueling station and convenience store, and such water line and related facilities have been relocated to a different area within the servient estate and placed within a new easement granted to the City; and

WHEREAS, in light of the foregoing the original water line easement no longer serves any benefit to the City.

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

SECTION I: The perpetual easement for construction, maintenance operation, repair, replacement and removal of a water line granted to the Village of Monroe, now the City of Monroe by William L. Gallaher a/k/a W.L. Gallaher and Sophia Gallaher, husband and wife via Easement Agreement dated July 13, 1953 and recorded in Warren County deed book 225 pages 236, 237 and 238, and further described on Exhibit "I" attached hereto and made a part hereof is hereby vacated, terminated and released.

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

PASSED: _________________

ATTEST: APPROVED:

_________________________________ _______________________________

Clerk of Council Mayor

First Reading: __________________

CERTIFICATION

I, Angela S. Wasson, the duly appointed Clerk of Council of the City of Monroe, do hereby attest and certify that this is a true and correct copy of Ordinance No. 2022-___ adopted on ________, 2022

EXHIBIT D

FORM OF REPLACEMENT EASEMENT

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:

Thorntons LLC
Attention: Legal Department
2600 James Thornton Way
Louisville, Kentucky 40245

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT (the "**Agreement**") is made this _____ day of June, 2022 (the "**Effective Date**"), by and between Corridor 75 Park, Ltd., an Ohio limited liability company whose mailing address is 4901 Hunt Road, Suite 300, Cincinnati, Ohio 45242, as owner of the burdened property ("**Corridor 75**") and the City of Monroe, an Ohio municipal corporation, whose mailing address is 233 S Main Street, P. O. Box 330, Monroe, Ohio 45050-0330 (the "**City**" or "**City of Monroe**").

W I T N E S S E T H:

WHEREAS, Corridor 75, is the owner of that certain real property located in the City of Monroe, Warren County, Ohio containing approximately 51.443 +/- acres and legally described on Exhibit "A" attached hereto and made a part hereof ("**Burdened Parcel**").

WHEREAS, the City, is the owner of that certain real property located in the City of Monroe, Warren County, Ohio consisting of approximately 3.225 +/- acres and legally described on Exhibit "A-2" attached hereto and made a part hereof ("**Benefitted Parcel**") and commonly referred to as Lot 2 of the Bluestone Subdivision.

WHEREAS, Corridor 75 has agreed to grant a [ten]-foot (10) sanitary sewer forcemain easement in favor of the City and the Benefitted Parcel over, upon and across that portion of the Burdened Parcel legally described in Exhibit "B-1" attached hereto and made a part hereof and visually depicted on Exhibit "B-2" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and accurate in all material respects and are hereby incorporated herein by reference and are made a part of this Agreement.

2. Grant of Easement. Corridor 75 hereby grants and conveys to the City, its successors and assigns forever, a perpetual non-exclusive easement (the "**Easement**") for the purpose of the City, at its sole cost and expense, to construct, operate, inspect, maintain, repair, renew and replace a public sanitary sewer main and related appurtenances over, upon, under and through that portion of the Burdened Parcel legally described in Exhibit "B-1" and visually depicted on "Exhibit B-2" attached hereto and incorporated herein, together with the right of access and the right from time to time to use other portions of the Burdened Parcel that are immediately adjacent to the Easement area as necessary to operate equipment and machinery required for the aforementioned construction/maintenance activities.

The Easement is granted by the Corridor 75 to the City upon the following conditions:

(i) Subject to the obligations of Corridor 75 and its successors and/or assigns as set forth in this Agreement, the City, insofar as practicable, after any maintenance, inspection, repair, removal or replacement of the facilities within the Easement, shall cause to be restored to its original condition the Burdened Parcel affected or disturbed by said maintenance, repair, removal or replacement.

(ii) The rights granted herein shall not be construed to interfere with or restrict the Corridor 75's use of that portion of the Burdened Parcel subject to the Easement with respect to the construction and maintenance of improvements along, under, and over such Easement so long as the same are constructed as not to impair the strength or interfere with the use and maintenance of the sanitary sewer force main constructed therein.

4. Miscellaneous.

4.1 Modifications. Any or all provisions of this Agreement may be amended, terminated, rescinded, released or otherwise modified, in whole or in part, at any time and from time to time, only by a written document executed and acknowledged by the owner of the Burdened and Benefitted Parcels, and by Thorntons LLC ("**Thorntons**") during the term of its land lease of the Burdened Parcel dated as of June ___, 2022 (as extended, the "**Thorntons Land Lease**") and any modification must be recorded in the Recorder's Office of Warren County, Ohio.

4.2 Third-Parties. Corridor 75 and the City do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto; provided, however, that Thorntons shall be an intended third party beneficiary of this Agreement during the term of the Thorntons Land Lease. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Burdened Parcel.

4.3 Covenants to Run with Land. This Agreement, the Easement granted herein and the rights and obligations granted and created by this Agreement are intended to create benefits, servitudes, rights and obligations and restrictions with respect to the Benefitted and Burdened Parcels; they shall be appurtenant to each Parcel; they shall run with the land in perpetuity (unless and until modified or terminated in accordance with this Agreement); they shall be binding upon and inure to the benefit of the Corridor 75, the City and their respective heirs, successors and assigns.

4.3 Applicable Law. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Ohio.

4.4 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Corridor 75 and the City, and each of them, with respect to the subject matter hereof, and it supersedes off prior agreements, negotiations, discussions and understandings relating to the subject matter hereof.

4.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

4.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when construed together, shall be one in the same instrument.

4.7 Severability. Each provision of Agreement and the application thereof are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.

4.8 Recordation. This Agreement shall be recorded in the Warren County Recorder's Office. Recording costs will be at the expense of Corridor 75.

[The Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative to be effective as of the date first set forth above.

Corridor 75:

Corridor Park 75, Ltd.,
an Ohio limited liability company

By: ________________________________
Printed Name: ______________________
Title: ______________________________

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared ___________________________, the __________________ of Corridor Park 75, Ltd., an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument for and on behalf of the company, being thereunto duly authorized and the same is his free act and deed individually and as such Manager and the free act and deed of said company.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of ____________, 2022.

____
Notary Public

City of Monroe:

The City of Monroe,
an Ohio municipal corporation

By: ________________________________
Printed Name: ______________________
Title: ______________________________

STATE OF OHIO)
) SS
COUNTY OF WARREN)

The undersigned, a Notary Public in and for said County in the State aforesaid, DOES HEREBY CERTIFY that William J. Brock, P.E., as City Manager of the City of Monroe, Ohio, an Ohio municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being duly authorized, signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

GIVEN under my hand and Notarial Seal this _____ day of June, 2022.

____
Notary Public

My Commission Expires:

____________________, 20___

EXHIBIT “A-1” TO REPLACEMENT EASEMENT

Legal Description of the Burdened Parcel

TRACT 1:

Situated in Section 5, Town 3 East, Range 3 North, BTM, Turtlecreek Township, City of Monroe, Warren County, Ohio being part of a 778.5945 acre tract conveyed to Corridor 75 Park, LTD in O.R. 1226 Pg. 23 the boundary of which being more particularly as follows:

Commencing at a set 5/8” iron pin at the northwest corner of Lot 1 of Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25;

Thence along the east right of way line of Gateway Blvd, along a curve deflecting to the left a distance of 160.83 feet to a set 5/8” iron pin, said curve having a radius of 845.00 feet, a deflection of 10°54’18” and a chord that bears N35°29’31”W a distance of 160.58 feet:

Thence through a 0.135 acre tract conveyed to Corridor 75 Park LTD in OR 4737 Page 219, N49°16’34”E a distance of 12.65 feet to a set 5/8” iron pin, being the real Point of Beginning for this description;

Thence along the east line of said 0.135 acre tract, along a curve deflecting to the left a distance of 113.57 feet to a set 5/8” iron pin, said curve having a radius of 855.00 feet, a deflection of 07°36’39”, and a chord that bears N42°21’13”W a distance of 113.49 feet;

Thence continuing, along a curve deflecting to the right a distance of 305.04 feet to a set 5/8” iron pin, said curve having a radius of 745.00 feet, a deflection of 23°27’34”, and a chord that bears N34°25’45”W a distance of 302.91 feet;

Thence along the east right of way line of the aforesaid Gateway Blvd the following three (3) courses:

1. N09°26’43”W, a distance of 8.95 feet to a set 5/8” iron pin;

2. Along a curve deflecting to the right a distance of 92.75 feet to a set 5/8” iron pin, said curve having a radius of 743.00 feet, a deflection of 07°09’09”, and a chord that bears N18°27’07”W, a distance of 92.69 feet;

3. N14°52’32”W, passing a set 5/8” iron pin at 200.60 feet a total distance of 230.84 feet to a set 5/8” iron pin in the south line of a 3.152 acre parcel conveyed to The City of Monroe in OR 5059 Page 863;

Thence along said south line, N67°54’45”E, a distance of 599.35 feet to a set mag nail;

Thence along a portion of the dedicated right of way for State Route 63 as recorded in PB 84 Page 20, S06°53’06”W, a distance of 72.06 feet to a set 5/8” iron pin;

Thence continuing, S70°14’03”W, a distance of 76.78 feet to a set 5/8” iron pin;

Thence continuing and in part along the west line of a 0.415 acre tract conveyed to The City of Monroe, Ohio in OR 1690 Page 99, S00°48’57”E, passing a set 5/8” iron pin at 32.55 feet, a total distance of 425.53 feet to an existing 5/8” iron pin lying 0.3 feet west;

Thence along the south line of said 0.415 acre tract and in part along the south line of a 1.035 acre tract conveyed to The City of Monroe, Ohio in OR 1690 Page 95, S84°57'01"E a distance of 94.00 feet to a set 5/8" iron pin;

Thence along a new division line, S05°02'59"W, a distance of 156.57 feet to a set 5/8" iron pin;

Thence continuing, S49°16'34"W, a distance of 293.70 feet to the Point of Beginning.

Containing 6.712 acres of land, more or less being subject to easements, restrictions and rights of way of record.

Bearings are based on Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25

The above description is based on a field survey performed by The Kleingers Group in August 2020 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume__________ Page_________ of the Warren County Engineer's Record of Land Surveys.

TRACT 2:

Situated in Section 5, Town 3 East, Range 3 North, BTM, Turtlecreek Township, City of Monroe, Warren County, Ohio being part of a 0.135 acre parcel of land conveyed to Corridor 75 Park, LTD in O.R. 4737 Pg. 219 the boundary of which being more particularly as follows:

Commencing at a set 5/8" iron pin at the northwest corner of Lot 1 of Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25;

Thence along the east right of way line of Gateway Blvd, along a curve deflecting to the left a distance of 160.83 feet to a set 5/8" iron pin at the Real Point of Beginning for this description, said curve having a radius of 845.00 feet, a deflection of 10°54'18" and a chord that bears N35°29'31"W, a distance of 160.58 feet;

Thence continuing along said east right of way line the following four (4) courses:

1. Along a curve deflecting to the left a distance of 16.45 feet to a set 5/8" iron pin, said curve having a radius of 845.00 feet, a deflection of 01°06'55", and a chord that bears N41°30'08"W, a distance of 16.45 feet;

2. N42°03'35"W, a distance of 150.00 feet to a set 5/8" iron pin;

3. Along a curve deflecting to the right a distance of 216.78 feet to a set 5/8" iron pin, said curve having a radius of 755.00 feet, a deflection of 16°27'03", and a chord that bears N33°50'04"W, a distance of 216.03 feet;

4. N09°26'43"W, a distance of 39.37 feet to a set 5/8" iron pin;

Thence along a westerly line of a remaining portion of a 778.5945 acre tract conveyed to Corridor 75 Park, LTD in OR 1226 Page 23, along a curve deflecting to the left a distance of 305.04 feet to a set 5/8” iron pin, said curve having a radius of 745.00 feet, a deflection of 23°27’34”, and a chord that bears S34°25’45”E a distance of 302.91 feet;

Thence continuing, along a curve deflecting to the right a distance of 113.57 feet to a set 5/8” iron pin, said curve having a radius of 855.00 feet, a deflection of 07°36’39” and a chord that bears S42°21’13”E a distance of 113.49 feet;

Thence along a new division line, S49°16’34”W, a distance of 12.65 feet to the point of beginning.

Containing 0.102 acres of land, more or less being subject to easements, restrictions and rights of way of record.

Bearings are based on Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25 The above description is based on a field survey performed by The Kleingers Group in August 2020 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume__________ Page_________ of the Warren County Engineer’s Record of Land Surveys.

<u>EXHIBIT “A-2” TO REPLACEMENT EASEMENT</u>

Legal Description of the Benefitted Parcel

Situated in Turtlecreek Township and in the City of Monroe, Warren County, Ohio, and being a part of Section #5, Town 3, Range 3, and bounded and described as follows:

Beginning at the point of intersection of the North line of a sixty foot (60’) wide pipeline easement granted to Texas Gas Transmission Company, as recorded in Deed Record 190, Page 209, and the centerline of Union Road (County Road No. 33), said easement runs parallel to and lies 30 feet on each side of the original 26-inch pipe, said easement also being more accurately defined and platted in Deed Record 293, Page 99:

From said point of beginning, running with the centerline of Union Road, N. 30º 00’ W. 50.00 feet to a point; thence, parallel with the Transmission easement, No. 60º 03’ E. 55.00 feet to a point; thence, parallel with said Road, S. 30º 00’ E. 50.00 feet to a point in the North line of the aforesaid easement; running thence, with the North line of said easement, S. 60º 03’ W. 55.00 feet to the point of beginning, containing Tow Thousand Seven Hundred Fifty (2,750) Square Feet.

<u>EXHIBIT "B-1" TO REPLACEMENT EASEMENT</u>

Legal Description
10' Force Main Easement

Situated in Section 5, Town 3 East, Range 3 North, BTM Turtlecreek Township, City of Monroe, Warren County, Ohio, being part of a 6.712 acre (deed) parcel conveyed to Thorntons Inc. as recorded in DN 2022-_________and being a 10.00 foot Force Main Easement, the centerline of which being more particularly described as follows:

Beginning at a point in the south right-of-way line of State Route 63, said point being N67°54'45"E a distance of 82.86 from the intersection with the east right-of-way line of Gateway Boulevard as recorded in P.B. 82 pg. 22-25;

Thence through the aforementioned 6.712 acre parcel the following five (5) courses:

1. S20°08'10"E a distance of 130.56 feet;
2. S15°45'40"E a distance of 239.18 feet;
3. N74°18'07"E a distance of 172.52 feet;
4. N31°39'38"E a distance of 194.48 feet;
5. S86°08'22"E a distance of 15.28 feet to a point in the west line of a 0.415 acre (deed) parcel conveyed to the City of Monroe, Ohio in O.R. 1690 pg. 99, said point being the terminus of the easement.

Containing 0.173 acres of land more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on Corridor 75 Industrial Park Phase One as recorded in P.B. 82 Pgs. 22-25.

All as shown on attached Exhibit B-2.

EXHIBIT "B-2" TO REPLACEMENT EASEMENT

General Depiction of the Easement

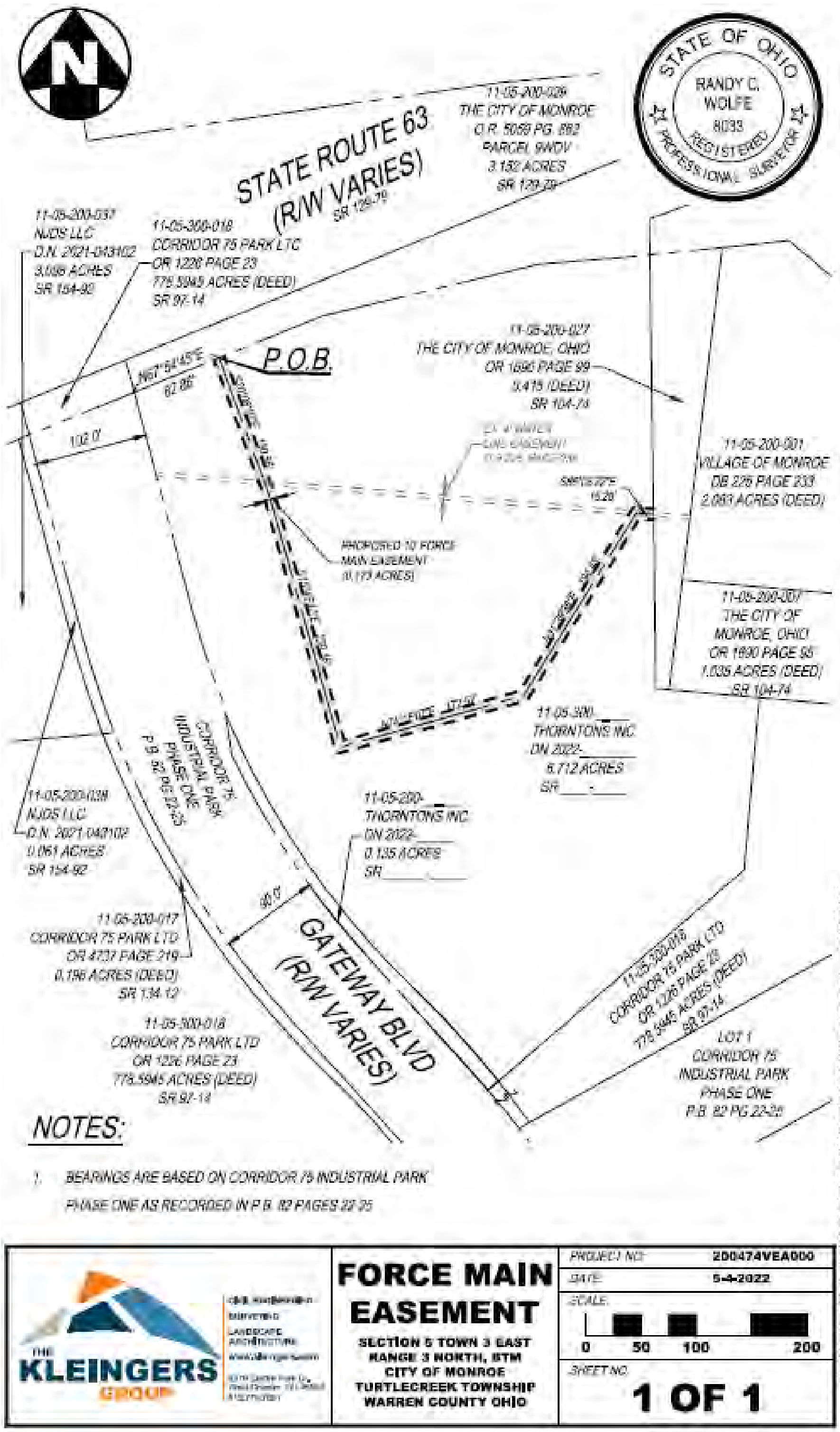
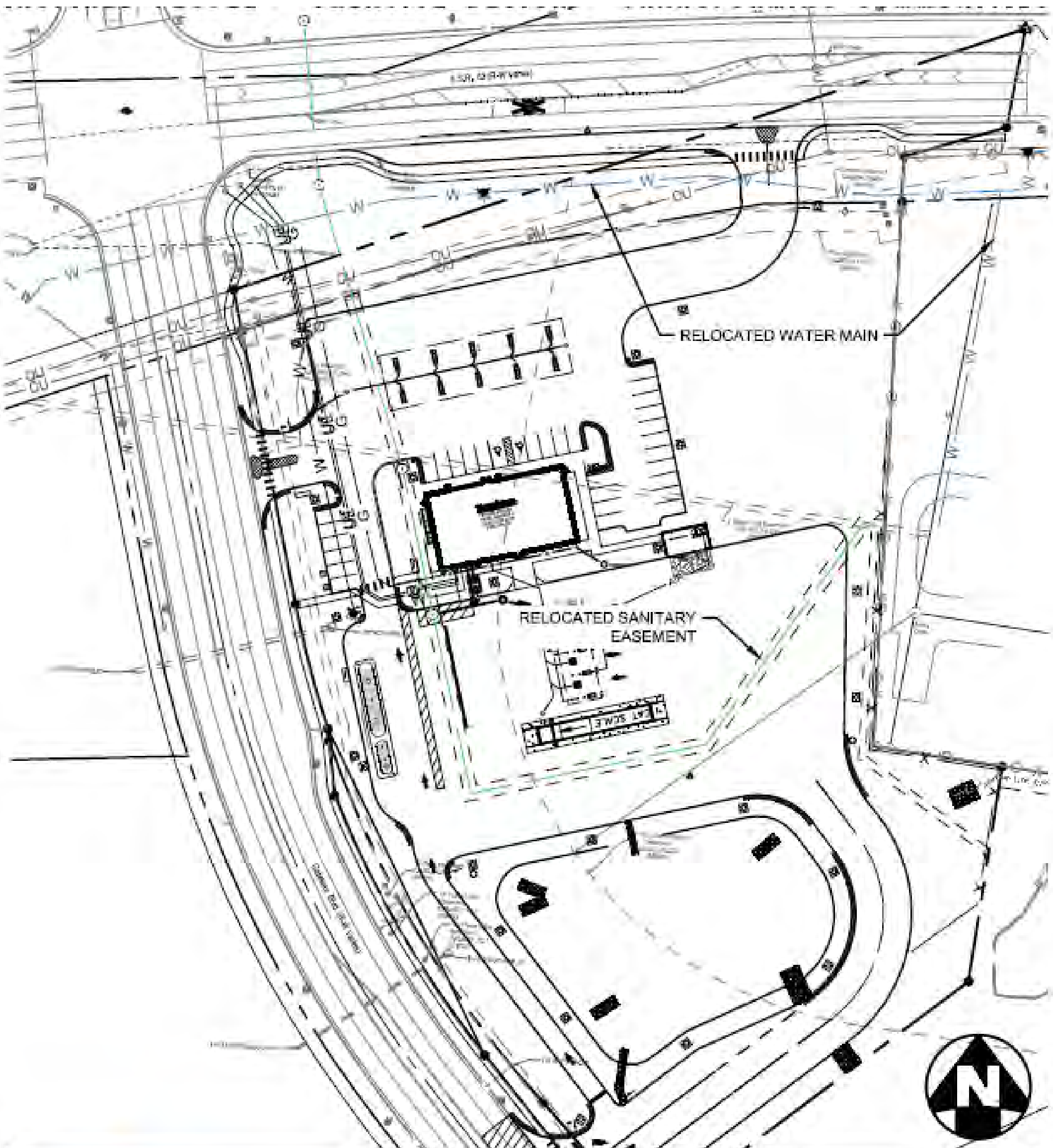


EXHIBIT E

GENERAL DEPICTION OF THORNTONS' RELOCATION OF EXISTING SANITARY AND WATERLINE FACILITIES



THE KLEINGERS GROUP	CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 1100 Envoy Circle Louisville, KY 40299 502.365.0050	**THORNTONS** GATEWAY BLVD. & S.R. 63 CITY OF MONROE WARREN COUNTY, OHIO 45036	PROJECT NO: 200474.000 DATE: 06/01/2022 SCALE: 0 50 100 200 SHEET NO. E1

EXHIBIT F

FORM OF AFFIDAVIT OF CORRECTION

AFFIDAVIT

STATE OF OHIO)
)SS:
COUNTY OF BUTLER)

Being first duly sworn, I, Angela S. Wasson, do hereby swear that:

1. I am the duly appointed Clerk of Council of the City of Monroe, Ohio, located in the counties of Butler and Warren; and

2. The Council of the City of Monroe adopted Ordinance No. 2020-24 vacating a certain easement containing 2,750 square feet no longer needed for municipal purposes on August 11, 2020; and

3. Ordinance No. 2020-24 referred to real property located in the City of Monroe, Warren County, Ohio; and

4. As Clerk of Council I erroneously referenced the property being located in Butler County in Ordinance No. 2020-24.

Further affiant sayeth naught.

SWORN to and SUBSCRIBED in my presence by Angela S. Wasson this ______ day of June, 2022.

____

Notary Public

EXHIBIT G

FORM OF SEWER RESTRICTION VACATION ORDINANCE

ORDINANCE NO. 2022-__

AN ORDINANCE RELEASING CERTAIN DEED RESTRICTIONS NO LONGER NEEDED FOR MUNICIPAL PURPOSES.

WHEREAS, that certain Warranty Deed from William L. Gallaher a/k/a W.L. Gallaher and Sophia Gallaher, husband and wife as Grantor, and the Village of Monroe, now the City of Monroe, as Grantee, dated July 13, 1953, included certain restrictions prohibiting the construction of any building sewer or any unsanitary structure within a three hundred (300) foot radius of the property described therein being conveyed to the City; and

WHEREAS, said restrictions no longer serve any benefit to the City and are inconsistent with the construction plans approved by the City for the property burdened by the aforementioned restrictions, which property is to be developed as a retail fueling station and convenience store.

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

SECTION I: The deed restriction prohibiting the construction of building sewers and unsanitary structures within a three hundred (300) foot radius of the property conveyed to the Village of Monroe, now the City of Monroe by William L. Gallaher a/k/a W.L. Gallaher and Sophia Gallaher, husband and wife via Warranty Deed dated July 13, 1953 and recorded in Warren County deed book 225 pages 233, 234 and 235, and further described on Exhibit "I" attached hereto and made a part hereof is hereby terminated and released.

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

PASSED: _________________

ATTEST: APPROVED:

_________________________________ _______________________________
Clerk of Council Mayor

First Reading: __________________

CERTIFICATION

I, Angela S. Wasson, the duly appointed Clerk of Council of the City of Monroe, do hereby attest and certify that this is a true and correct copy of Ordinance No. 2022-___ adopted on ________, 2022

EMERGENCY ORDINANCE NO. 2022-11

APPROVING A GRANT AS PART OF THE CITY'S ECONOMIC DEVELOPMENT INCENTIVE POLICY, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT FOR THE SAME, AND DECLARING AN EMERGENCY.

WHEREAS, this City Council has established an Economic Development Plan and a Designation Agreement to assist in creating job and employment opportunities within the City; and,

WHEREAS, this City Council intends to direct non-tax revenue-based Funds of the City to remit grants to encourage development and maintenance of commercial and industrial businesses within the City; and,

WHEREAS, formal development plans have been submitted by Rooster Land Monroe LLC (the "**Company**") to develop property located at 6550 Hamilton Lebanon Road, Monroe, Ohio, 45044, by renovating 33,741 square feet of brewery and alcohol production space (the "**Project**"); and,

WHEREAS, the City seeks to assist the Company in the cost of Project; and,

WHEREAS, as structured, the Monroe Area Community Improvement Corporation has reviewed the Grant Agreement Project and recommends the same for a grant of funds pursuant to the Economic Development Plan and Section 9 of the Designation Agreement.

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

<u>SECTION 1</u>: That there be and hereby is approved a grant to the Company of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) in assistance, to be paid in paid in one (1) lump sum, upon the Company's written notice to the City that it will move forward with the Project, to assist in the renovation of brewery and alcohol production space in the City of Monroe.

<u>SECTION 2</u>: That the City Manager is hereby authorized and directed to enter into an Agreement with the Company substantially in the form in <u>**EXHIBIT A**</u>, attached hereto and made a part hereof, establishing the conditions of the grant.

<u>SECTION 3</u>: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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 desires to facilitate the company's ability to start brewing at the earliest possible date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:______________________

ATTEST: APPROVED:

______________________________ ______________________________
Clerk of Council Mayor

EXHIBIT A

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this [___] day of [_____________], 2022 (the "**Effective Date**"), by and between the CITY OF MONROE, OHIO, an Ohio municipal corporation, and ROOSTER LAND MONROE LLC, an Ohio limited liability company (the "**Company**"). The City and the Company are collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, pursuant to [Resolution / Ordinance] No. [___]-202[__] passed by the City Council of the City of Monroe, Ohio (the "**City Council**") on [_____________], 2022 (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City, in order to aid small businesses to advance, encourage, and promote the economic and commercial development within the City, to grant funds to financially support the project more particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference (the "**Project**") at 6550 Hamilton Lebanon Road, Monroe, Ohio 45044 (the "**Premises**"); and,

WHEREAS, the Approval of the Project is consistent with City Council's goal of encouraging the development and maintenance of commercial and industrial businesses within the City and to provide for the creation of jobs and employment opportunities, all as set forth in the City's Economic Development Incentive Policy (the "**Policy**"); and,

WHEREAS, as authorized in Article VIII, Section 13 of the Ohio Constitution and in accordance with the guidelines established under the Policy, the City has offered to provide the Company a grant to encourage the Company to fully renovate the Premises into 33,741 square feet of brewery and alcohol production space within the City; and,

WHEREAS, the Company acknowledges the City's commitment to provide financial assistance through this grant and has agreed to enter into this Agreement, which sets forth the Company's obligations concerning the use of the grant proceeds and the repayment of the grant or portions thereof in the event the Company fails to meet its obligations hereunder.

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Company funds in the amount of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) (the "**Grant**") for use by the Company exclusively for the Project. The Grant shall be paid in one lump sum, upon the Company's written notice to the City that it will move forward with the Project on the Premises, provided that this Agreement has been fully executed by both Parties as well as any mortgage, if required, and such other documents, including evidence of authority, as the City may reasonably require.

By accepting the Grant, the Company agrees to meet certain objectives as set forth in Section 3 below (the "**Grant Objectives**"). The Grant is subject to reimbursement to the City in the event that the Company fails to meet the Grant Objectives, with the terms and conditions of such reimbursement set forth in Section 4 herein.

At the City's discretion, the obligations of the Company hereunder to reimburse the Grant will be secured by a mortgage on the Premises, granting the City a security interest in the Premises, which such mortgage lien instrument will be in substantially the same form as attached hereto as **EXHIBIT B**. The Parties acknowledge and agree such mortgage is to be subordinate to the lien of any commercial lender which has loaned funds to the Company in connection with the Premises or the Project.

Section 2. Use of Funds. The Company will use the Grant to complete the Project. The Company shall use the Grant solely in connection with eligible expenses incurred under the Project. By accepting the Grant herein provided, the Company agrees to meet the Grant Objectives, defined below in Section 3. All improvements to the Premises must be made in accordance with any approvals for the Project and permits and inspections as may be required by the City.

Section 3. Grant Objectives. In consideration of the City's agreement to provide the Grant to the Company, the Company agrees to meet and maintain the following objectives (the "**Grant Objectives**"):

(a) The Company shall remain upon the Premises for at least five (5) years from the later of (i) the Effective Date or (ii) the date on which the Company closes on the acquisition of the Premises (collectively referred to herein as either "**Occupancy**" or the "**Term**").

(b) At the end of the first full year of Occupancy, which the Parties intend such period to be comprised of calendar year 2023 and for which the end of such period will be December 31 of that year, the Company will have completed the Project.

(c) At the end of the second full year of Occupancy (i.e., December 31, 2024), the Company will have created a total of twenty (20) full-time equivalent ("**FTE**") employment positions at the Premises.

(d) During the balance of the Term of this Agreement, the Company will maintain a total of twenty (20) FTE employment positions at the Premises.

(e) During each year of Occupancy, the Company will use or cause to be used 500,000 gallons of water as provided by the City.

Section 4. Annual Review of Grant Objectives; Actions by City. Beginning at the end of the first full year of Occupancy, and at the end of each succeeding year during the Term, the City shall review the Grant Objectives of the Company to determine whether it is maintaining compliance according to the terms set forth above (the "**Annual Review**"). In the event that the City determines at any Annual Review that the Company has not met all applicable Grant Objectives during that year, then the Company shall repay a portion of the Grant to the City. The annual repayment amount is Thirty Thousand and 00/100 Dollars ($30,000.00).

The annual repayment set forth herein is to made for so long as Company fails to meet the Grant Objectives, until such time as the Grant Objectives are met, and must be paid within sixty (60) days following the date the City notifies the Company of its determination. In order for the City to determine that the Company has met all of the Grant Objectives, it may reasonably require the Company to submit information to support that determination.

Section 5. City's Obligation to Make Payments Not Debt: Payments Limited to Nontax Revenues. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Company has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII, Ohio Constitution, any payments required to be made by the City pursuant to this Agreement are to be payable solely from the City's non-tax revenues. Further, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Council's Approval and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 6. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Company is not in compliance with the terms of the Grant set forth herein, including the timely repayment of the Grant, then the City shall provide Notice of Default to the Company pursuant to Section 7 demanding strict compliance therewith. If the Company fails to take necessary action during the notice period herein to remain in compliance, then the City shall immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount due and outstanding and/or foreclosure on the mortgage lien security interest in the Premises, as applicable.

Section 7. Notice of Default. Pursuant to Section 6, should the City determine that the Company is not in compliance with the terms of the Grant, then the City shall provide written notice to the Company, addressed to and sent via the notice provisions of Section 9 below (the "**Notice of Default**"). The Notice of Default shall state clearly the reason(s) for which the City determines the Company to be out of compliance. The Company shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to remain in compliance with the terms of the Grant under this Agreement.

Section 8. Indemnification of the City. The Company shall indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, costs and expenses, arising from the City's remittance of funds under the Grant.

Section 9. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

233 South Main Street
Monroe, Ohio 45050

(ii) If to the Company:

____
____

Attention: ________________

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof. The agent and/or representative executing or approving the Company's participation under this Agreement, to the extent set forth under Section 4 and Exhibit B of this Agreement, hereby acknowledges he or she may be liable personally or otherwise subject to any personal liability by reason of the issuance thereof.

(c) Successors. This Agreement shall be neither binding upon nor inure to the benefit of the Company's successors and assigns unless with the prior written consent of the City.

(d) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(e) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(f) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(g) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(h) Governing Law and Choice of Forum. This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Butler County, Ohio.

(i) Further Assurances. The Company shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the City to carry out the provisions and purposes of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

ROOSTER LAND MONROE LLC

By: ________________________________
______________________, Member

CITY OF MONROE, OHIO

By: ________________________________
William Brock, City Manager

Approved as to Form:

By: _______________________________

____

EXHIBIT A

EMERGENCY ORDINANCE NO. 2022-11

APPROVING A GRANT AS PART OF THE CITY'S ECONOMIC DEVELOPMENT INCENTIVE POLICY, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT FOR THE SAME, AND DECLARING AN EMERGENCY.

WHEREAS, this City Council has established an Economic Development Plan and a Designation Agreement to assist in creating job and employment opportunities within the City; and,

WHEREAS, this City Council intends to direct non-tax revenue-based Funds of the City to remit grants to encourage development and maintenance of commercial and industrial businesses within the City; and,

WHEREAS, formal development plans have been submitted by Rooster Land Monroe LLC (the "**Company**") to develop property located at 6550 Hamilton Lebanon Road, Monroe, Ohio, 45044, by renovating 31,000 square feet of brewery and alcohol production space (the "**Project**"); and,

WHEREAS, the City seeks to assist the Company in the cost of Project; and,

WHEREAS, as structured, the Monroe Area Community Improvement Corporation has reviewed the Grant Agreement Project and recommends the same for a grant of funds pursuant to the Economic Development Plan and Section 9 of the Designation Agreement.

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

SECTION 1: That there be and hereby is approved a grant to the Company of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) in assistance, to be paid in paid in one (1) lump sum, upon the Company's written notice to the City that it will move forward with the Project, to assist in the renovation of brewery and alcohol production space in the City of Monroe.

SECTION 2: That the City Manager is hereby authorized and directed to enter into an Agreement with the Company substantially in the form in **EXHIBIT A**, attached hereto and made a part hereof, establishing the conditions of the grant.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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 desires to facilitate the company's ability to start brewing at the earliest possible date. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED:______________________

ATTEST: APPROVED:

_____________________________ _____________________________
Clerk of Council Mayor

EXHIBIT B

[CONFORM FINAL FORM TO RECORDING REQUIREMENTS]

OPEN-END MORTGAGE AND SECURITY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that ROOSTER LAND MONROE LLC, an Ohio limited liability company ("**Mortgagor**"), whose address is [____________], in consideration of the payments to or on behalf of Mortgagor, which THE CITY OF MONROE, an Ohio municipal corporation ("**Mortgagee**"), whose address is 233 South Main Street, Monroe, Ohio 45050 has made previously or contemporaneously herewith or may hereafter make pursuant to that certain Grant Agreement dated [___________] ("**Grant Agreement**")], does hereby GRANT, BARGAIN, SELL AND CONVEY unto Mortgagee, its successors and assigns forever, certain real property situated at 6550 Hamilton Lebanon Road in the State of Ohio and County of [Butler / Warren], being more fully described in **EXHIBIT A** hereto and by this reference made a part hereof (the "**Land**"), together with the following, whether now owned or hereafter acquired by Mortgagor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (collectively the "**Improvements**"); (b) all fixtures, furnishings, equipment, inventory, and other articles of personal property (collectively the "**Personal Property**") that are now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed or that may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Improvements or the Land; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Improvements or the Land; (e) all plans and specifications for the Improvements; (f) all contracts relating to the Land, the Improvements or the Personal Property; (g) all deposits (including, without limitation, tenants' security deposits), bank accounts, funds, documents, contract rights, accounts, commitments, construction agreements, architectural agreements, general intangibles (including, without limitation, trademarks, trade names and symbols), instruments, notes and chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personal Property; (h) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements or the Personal Property; (i) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, the Personal Property or any portion thereof or interest therein; (j) all proceeds (including, without limitation, premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (k) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof (including, without limitation, change of grade of streets, curb cuts or other rights of access), for any public or quasi-public use under any law; (l) all right, title, and interest of Mortgagor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (m) all of the leases, licenses, occupancy agreements, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (n) all rights, hereditaments and appurtenances pertaining to the foregoing; and (o) other interests of every kind and character that Mortgagor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Mortgagor with respect thereto (all of the foregoing property and rights and interests therein being referred to collectively as the "**Mortgaged Property**").

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges, and appurtenances thereto belonging, unto Mortgagee and its successors and assigns forever, and Mortgagor hereby binds itself and its successors and assigns to warrant and forever defend the Mortgaged Property unto Mortgagee and its successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof, except as to those matters described in **<u>EXHIBIT B</u>** attached hereto and by this reference made a part hereof (the "**Permitted Encumbrances**").

This Open-End Mortgage and Security Agreement (the "**Mortgage**") is given for the purpose of securing obligations which Mortgagee is obligated to pay to Mortgagor pursuant to the terms and conditions of the Grant Agreement, and the same may be subsequently amended, by and between Mortgagor and Mortgagee, which Grant Agreement is by this reference made a part hereof. Mortgagee is obligated to make advances to Mortgagor in the maximum amount of **One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00)** pursuant and subject to the terms and provisions of the Grant Agreement.

Provisions

NOW THEREFORE, THIS MORTGAGE IS GIVEN TO SECURE: (a) the full and prompt payment, whether at stated maturity, accelerated maturity or otherwise, of all amounts advanced by Mortgagee or otherwise owed to Mortgagee or an affiliate pursuant to or in connection with the Grant Agreement, whether entered into prior to, contemporaneous with, or subsequent to execution hereof; (b) the full and prompt payment, when due of any and all indebtedness and obligations, whether fixed or contingent, evidenced by the Grant Agreement, together with interest thereon, and all amendments, supplements, renewals, extensions, replacements and modifications thereof (all such amounts in items (a) and (b) above being referred to collectively herein as the "**Secured Indebtedness**"); and (c) the complete, faithful and punctual performance of all covenants, agreements and obligations of Mortgagor under this Mortgage and under the Grant Agreement and any and all other instruments and documents given to evidence or further secure the obligations of Mortgagor provided for herein or therein.

Mortgagor and Mortgagee intend that, in addition to any other indebtedness or obligations secured hereby, this Mortgage shall secure unpaid balances of amounts of advances made by disbursements under the Grant Agreement after this Mortgage is delivered to the Recorder for record. Such advances are or will be evidenced by the Grant Agreement. The maximum amount of unpaid indebtedness, which consist of unpaid balances of advances made either before or after, or both before and after, this Mortgage is delivered to the Recorder for record, exclusive of interest thereon and of advances for taxes, assessments, insurance premiums and costs incurred for protection of the Mortgaged Property, which may be outstanding at any time is One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00).

In addition to the Secured Indebtedness and any and all other debt or obligation secured hereby, this Mortgage shall also secure unpaid balances of advances heretofore and hereafter made with respect to the Mortgaged Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Property, as contemplated by Ohio Revised Code Section 5301.233.

Mortgagor, for itself and its successors and assigns, hereby covenants with Mortgagee, its successors and assigns, that:

1. Title. Mortgagor represents that it has good and marketable title in fee simple to the Land and the Improvements, and good title to the remainder of the Mortgaged Property, free and clear from all conditions, restrictions, easements, liens, encumbrances and adverse claims whatsoever, except the Permitted Encumbrances, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend the Mortgaged Property and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever, except the Permitted Encumbrances. If the interest of Mortgagee in the Mortgaged Property or any part thereof is endangered or attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel, the prosecution or

defense of litigation and the compromise or discharge of claims made against such interest. Any sums so expended by Mortgagee are to be charged against Mortgagor and collectible in accordance with the terms of Section 12 hereof.

2. Further Assurances.

(a) Mortgagor shall furnish to Mortgagee evidence of the title of Mortgagor to the Mortgaged Property at the execution and delivery hereof and from time-to-time hereafter as may be deemed necessary by and satisfactory to Mortgagee, but no more than once before the expiration of the term of the Grant Agreement, unless the same is extended, and Mortgagor shall promptly pay the cost of said title evidence when due and payable.

(b) Mortgagor, upon the request of Mortgagee, shall execute, acknowledge, deliver, file, and record such further instruments and do such further acts as may be reasonably necessary, desirable, or proper to carry out the purposes of the Grant Agreement and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

3. Subrogation for Further Security. Mortgagee shall be subrogated for its further security to the lien, although released of record, of any and all encumbrances paid with any advance of Secured Indebtedness; provided, however, that the terms and provisions hereof govern the rights and remedies of Mortgagee and supersede the terms, provisions, rights, and remedies under the lien or liens to which Mortgagee is subrogated hereunder.

4. Status Quo. Except as expressly permitted herein or in the Grant Agreement or except with the written consent of Mortgagee, which consent may be withheld in Mortgagee’s sole discretion, Mortgagor shall not (a) sell, assign, mortgage, pledge, lease or otherwise convey or further encumber the Mortgaged Property, or any portion thereof, or legal, equitable, or beneficial interest therein, (b) contract for any of the same, (c) permit the Mortgaged Property, or any portion thereof, or legal, equitable, or beneficial interest therein, to be subject to any superior or inferior lien or encumbrance, (d) subdivide, resubdivide, or submit to the condominium form of ownership all or any portion of the Mortgaged Property, or any portion thereof, or (e) initiate or acquiesce in any change in the zoning classification of the Land, or any portion thereof.

5. Payment of Secured Indebtedness. Mortgagor shall promptly pay, or cause to be paid, the Secured Indebtedness as the same becomes due and payable.

6. Estoppel Certificate. Mortgagor shall furnish to Mortgagee within 10 days of any written request of Mortgagee, a written statement, duly acknowledged by Mortgagor, setting forth the sums secured by this Mortgage and any right of set-off, counterclaim, or other defense which Mortgagor alleges to exist against such sums and obligations of this Mortgage.

7. Taxes and Other Impositions.

(a) Mortgagor shall promptly pay before delinquency, all taxes, assessments, charges, fines, or impositions, general, local, or special (collectively the "**Impositions**"), levied upon the Mortgaged Property, or any part thereof, or upon Mortgagee's interest therein, or upon this Mortgage or the Secured Indebtedness, by any duly or legally constituted public authority, municipality, township, county, or state or the United States, and exhibit the evidence of the payment thereof to Mortgagee within seven days thereafter, provided that Mortgagor, at Mortgagor's own cost and expense may, if it in good faith so desire, contest the validity or amount of any Impositions, in which event Mortgagor may defer the payment thereof for such period as such contest is actively prosecuted and is pending undetermined. However, Mortgagor shall not allow any such Impositions so contested to remain unpaid for such length of time as to permit all or any portion of the Mortgaged Property, or the lien thereon created by such item, to be sold by federal, state, county, or municipal authority for the nonpayment thereof. Pending any such contest, Mortgagor shall furnish to Mortgagee an indemnity bond secured by a deposit in cash or other security acceptable to Mortgagee, in the amount of the Impositions being contested by Mortgagor, plus a reasonable additional sum to pay all costs, interest, and penalties which may be imposed or incurred in connection therewith.

(b) In the event that one or more of the Impositions on Mortgagee's interest in the Mortgaged Property, this Mortgage, or the Secured Indebtedness cannot be lawfully paid by Mortgagor, then Mortgagor shall repay the Secured Indebtedness in full without penalty within 60 days after demand therefor by Mortgagee.

8. Insurance and Indemnification.

(a) Mortgagor shall provide, maintain and keep in force at all times the following policies of insurance:

(i) Insurance against loss or damage to the Improvements and the Personal Property caused by fire and any of the risks covered by insurance of the type now known as "coverage against all risks of physical loss", in an amount equal to one hundred percent (100%) of the replacement cost of the Improvements and the Personal Property and sufficient to prevent Mortgagor and Mortgagee from becoming co-insurers, and otherwise with terms and conditions acceptable to Mortgagee;

(ii) Comprehensive broad form general liability insurance, insuring against any and all claims for personal injury, death, or property damage occurring on, in or about the Land, the Improvements, and the adjoining streets, sidewalks, and passageways, subject to a combined single limit of not less than One Million Dollars ($1,000,000) for personal injury, death, or property damage arising out of any one accident, a general aggregate limit of not less than Two Million Dollars ($2,000,000), and otherwise with terms and conditions acceptable to Mortgagee;

(iii) Worker's compensation insurance (including employer's liability insurance, if available and requested by Mortgagee) for all employees of Mortgagor engaged on or with respect to the Land and the Improvements in the limits established by law, or, if limits are not so established, in such amounts as are acceptable to Mortgagee;

(iv) During the course of any development or construction of the Improvements, builder's completed value risk insurance against "all risks of physical loss", including collapse and transit coverage, in the amounts set forth in Subsection 8(a)(i) above, and otherwise with terms and conditions acceptable to Mortgagee;

(v) If the Improvements are located in a federally designated special flood hazard area, then flood hazard coverage, in the maximum amount available and otherwise with terms and conditions acceptable to Mortgagee; and,

(vi) Such other insurance coverage, and in such amount, as may from time-to-time be reasonably required by Mortgagee against the same or other hazards.

(b) All such policies are to be in a form reasonably acceptable to Mortgagee. Each policy of casualty insurance must contain a mortgagee clause, substantially in the form of the standard New York mortgagee clause or otherwise acceptable to Mortgagee, showing Mortgagee as mortgagee. Each policy of liability insurance must show Mortgagee as an additional insured. Unless the policy so provides, each policy of insurance required by the terms of this Mortgage is to contain an endorsement by the insurer, for the benefit of Mortgagee: (i) that any loss is payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance, (ii) that any right of set-off, counterclaim or deductions against Mortgagor is waived, and (iii) that such policy cannot be canceled or changed except upon not less than 30 days prior written notice delivered to Mortgagee.

(c) All such insurance policies and renewals thereof are to be written by companies with a Best's Insurance Reports policy holders rating of "A" and a financial size category of Class VII or higher or be expressly approved by Mortgagee in writing.

(d) Mortgagee shall have the right to hold the policies, or binders thereof acceptable to Mortgagee, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. At least 30 days prior to the expiration date of any such policy, Mortgagor shall deliver to Mortgagee a renewal policy, or binder thereof, in form acceptable to Mortgagee.

(e) If Mortgagee is made a party defendant to any litigation concerning the Grant Agreement or the Mortgaged Property or any part thereof or interest therein, or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend, and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation, whether or not any such litigation is prosecuted to judgment. Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents, and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, other property of Mortgagor or the property of others under control of Mortgagor from any cause insured against or required to be insured against by the provisions of this Mortgage.

(f) Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section unless Mortgagee has approved the insurance company and the form and content of the insurance policy, including, without limitation, the naming thereon of Mortgagee as a named insured with loss payable to Mortgagee under a standard mortgage clause of the character above described. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee copies of the policies or binders evidencing such insurance.

(g) Nothing contained in this Section prevents Mortgagor from keeping the Improvements and Personal Property insured or causing the same to be insured against the risks referred to in this Section under a policy or policies of blanket insurance which may cover other property not subject to the lien of this Mortgage; provided, however, that any such policy of blanket insurance (i) specifies therein the amount of the total insurance allocated to the Improvements and Personal Property, which amount cannot be less than the amount otherwise required to be carried under this Mortgage; (ii) not contain any clause that would result in the insured thereunder becoming a co-insurer of any loss with the insurer under such policy; and (iii) in all other respects comply with the provisions of this Mortgage.

(h) In the event of any loss or damage to any of the Mortgaged Property occasioned by fire or other hazard, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Subject to the rights of any higher priority mortgagee, Mortgagee shall have the right, on behalf of Mortgagor, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Mortgagee’s reasonable expenses incurred in the collection of such proceeds; provided however, that nothing contained in this subsection (h) shall require Mortgagee to incur any expense or take any action hereunder. In the event of any such loss or damage, provided that no Default (as hereinafter defined) has then occurred and is continuing and the aggregate amount of such insurance proceeds received and/or equity funds which may be provided by Mortgagor will be sufficient, in Mortgagee’s reasonable judgment, to pay all projected costs of the restoration, repair or replacement of the Mortgaged Property so damaged, Mortgagor, at its option, shall have the right to (x) have the balance of such insurance proceeds used for the purpose of reimbursing Mortgagor for the cost of such restoration, repair, or replacement of the Mortgaged Property, or (y) apply the balance of such proceeds to the payment of the Secured Indebtedness, whether or not then due, in such order of application as determined by Mortgagee; provided further, that if a Default has occurred and is continuing or the aggregate amount of such insurance proceeds and/or equity funds will not be sufficient, in Mortgagee’s reasonable judgment, to pay all projected costs of the restoration, repair or replacement of the Mortgaged Property, Mortgagee, at its option, shall have the right to (a) have the balance of such insurance proceeds used for the purpose of reimbursing Mortgagor for the cost of such restoration, repair, and replacement of the Mortgaged Property, or (b) apply the balance of such proceeds to the payment of the Secured Indebtedness, whether or not then due, in such order of application as determined by Mortgagee. In either case, all such insurance proceeds are to be paid to and held by Mortgagee for disbursement and use in accordance with the terms of this Mortgage and Mortgagor hereby assigns to Mortgagee all rights of Mortgagor in and to any insurance proceeds paid as a result of any such loss or damage. Mortgagor hereby authorizes and empowers Mortgagee to settle or compromise claims under all such policies provided that same are reasonable under the circumstances then existing and to demand, receive and receipt for all monies becoming payable thereunder, whether or not the policies are held by Mortgagor and whether or not they are made payable to Mortgagee, and the companies issuing such insurance policies are hereby notified, instructed, empowered, and authorized to make loss drafts payable to Mortgagee.

(i) If the insurance proceeds are held by Mortgagee to reimburse Mortgagor for the cost of restoration and repair of the Improvements and the Personal Property, the Improvements and Personal Property are to be restored to the equivalent of its original condition or such other condition as Mortgagee may approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of said proceeds on Mortgagee's approval of such plans and specifications of an architect satisfactory to Mortgagee, cost estimates of contractors satisfactory to Mortgagee, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Mortgagee may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds will not extend or postpone the due dates of the payments required by the Grant Agreement or change the amounts of such payments. If the Mortgaged Property is sold pursuant to Section 19 hereof or if Mortgagee acquires title to the Mortgaged Property, Mortgagee shall have all of the right, title, and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

9. Escrow. Mortgagor, in order to more fully protect the security of this Mortgage, does hereby covenant and agree that, if Mortgagor shall fail to timely pay any Impositions or insurance premiums as provided herein, then Mortgagor shall, upon request of Mortgagee, pay to Mortgagee on the first day of each month, until the Secured Indebtedness is fully paid, a sum equal to $1/12^{th}$ of the known or estimated yearly Impositions and premiums for such insurance as may be required by the terms hereof and, if applicable, any replacement reserve amounts payable by Mortgagor. Mortgagee shall hold such monthly payments which may be mingled with its general funds, without obligation to pay interest thereon, unless otherwise required by applicable law, to pay such Impositions and insurance premiums when due. Mortgagor agrees that sufficient funds are to be so accumulated for the payment of said charges one month prior to the due date thereof and that it shall furnish Mortgagee with proper statements covering the same at least 15 days prior to the due dates thereof. In the event of foreclosure of this Mortgage, or if Mortgagee should take

a deed in lieu of foreclosure, the amount so accumulated is to be credited on account of the unpaid principal or interest. If the total of the monthly payments as made under this Section exceed the payments actually made by Mortgagee, such excess is to be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under this Section are insufficient to pay such Impositions and insurance premiums then due, then Mortgagor shall pay upon demand the amount necessary to make up the deficiency, which payments are secured by this Mortgage. To the extent that all the provisions of this Section for such payments of Impositions and insurance premiums to Mortgagee are complied with, Mortgagor shall be relieved of compliance with the covenants contained in Sections 7 and 8 herein as to the amounts paid only, but nothing contained in this Section is to be construed as in any way limiting the rights of Mortgagee at its option to pay any and all of said items when due.

10. Waste; Repair. Mortgagor shall neither commit nor permit any waste on the Land and shall keep all Improvements now or hereafter erected on the Land in good condition and repair.

11. Alterations; Construction. Mortgagor shall not remove, demolish, or alter any of the Improvements now existing or hereafter constructed on the Land or any of the Personal Property in or on the Land or Improvements, except (i) as approved by Mortgagee in writing, (ii) when incident to the replacement of any of the items of Personal Property with items of like kind and value, or (iii) as permitted by the Grant Agreement. All Improvements hereafter erected are to have been erected according to the plans and specifications approved by Mortgagee, as applicable.

12. Advances Secured by Mortgage. Upon failure of Mortgagor to comply with any of these covenants and agreements as to the payment of Impositions, insurance premiums, repairs, protection of the Mortgaged Property or Mortgagee's lien thereon, and other charges and the costs of procurement of title evidence and insurance as aforesaid, Mortgagee may, at its option, pay the same, and any sums so paid by Mortgagee, together with the reasonable fees of counsel employed by Mortgagee in consultation and in connection therewith, are to be charged against Mortgagor, are immediately due and payable by Mortgagor, bear interest at the default rate of interest (as provided in the Grant Agreement, as applicable), and are a lien upon the Mortgaged Property, and be secured by this Mortgage, and may be collected in the same manner as the principal debt hereby secured.

13. Use. Unless Mortgagee otherwise agrees in writing, Mortgagor shall not allow changes in the nature of the occupancy for which the Land and Improvements were intended at the time this Mortgage was executed. Mortgagor shall comply with the laws, ordinances, regulations, and requirements of any governmental body applicable to the Mortgaged Property, both during the construction of any Improvements on the Land and subsequent to the completion thereof, and not permit the use thereof for any illegal purpose.

14. Inspection. Any person authorized by Mortgagee has the right to enter upon and inspect the Mortgaged Property at all reasonable times. Mortgagee shall, however, have no duty

to make such inspections. Any inspection of the Mortgaged Property by Mortgagee will be entirely for its benefit, and Mortgagor shall in no way rely or claim reliance thereon.

15. Minerals. Except as evidenced by the Permitted Encumbrances, without the prior written consent of Mortgagee, there is to be no drilling or exploring for, or extraction, removal, or production of minerals from the surface or subsurface of the Land. The term "**minerals**" as used herein shall include, without limitation, oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds, and substances, including sand and gravel. In addition, Mortgagor shall not enter into or permit to exist any oil or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas with respect to the Land.

16. Condemnation. If all or any part of the Land or Improvements are damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or, with Mortgagee's consent, by any conveyance in lieu thereof, subject to the rights of any higher priority mortgagee, the amount of any award or other payment for such taking, or conveyance or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid Secured Indebtedness is hereby assigned to Mortgagee who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor, and the same are to be paid forthwith to Mortgagee. Subject to the rights of any higher priority mortgagee, any award or payment so received by Mortgagee, may at the option of Mortgagee, be retained and applied, in whole or in part, to the Secured Indebtedness (whether or not then due and payable) in such manner as Mortgagee may determine, or released in whole or in part to Mortgagor upon terms satisfactory to Mortgagee for the purpose of altering, restoring, or rebuilding any part of the Mortgaged Property which may have been altered, damaged, or destroyed as a result of such taking, alteration, or proceedings, but Mortgagee shall not be obligated to see to the application of any funds so released. Unless Mortgagor and Mortgagee otherwise agree in writing, any such application of proceeds to the Secured Indebtedness will not extend or postpone the due date of the payments required by the Grant Agreement or change the amounts of such payments. If Mortgagor receives notice, written or unwritten, of any actual, intended, or threatened condemnation or eminent domain proceeding, Mortgagor shall forthwith furnish a copy of such notice to Mortgagee if such notice was written, or inform Mortgagee in writing if such notice was unwritten. Mortgagor further authorizes Mortgagee, at Mortgagee's option and at Mortgagor's expense, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagor's or Mortgagee's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Mortgaged Property and to settle or compromise any claims in connection with such condemnation or other taking.

18. Security Agreement.

(a) This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code as enacted in the State of Ohio (the "**UCC**") for any of the Mortgaged Property comprising personal property and fixtures which may be subject to a security interest pursuant to the UCC, and Mortgagor hereby grants to Mortgagee a security interest in said personal property and fixtures, whether said property is now existing or hereafter acquired, together with replacements, replacement parts, additions, repairs, and accessories incorporated therein or affixed thereto and, if sold or otherwise disposed of, the proceeds (including insurance proceeds) thereof. Mortgagor authorizes Mortgagee to file UCC financing statements covering said personal property and fixtures from time-to-time and in such form as Mortgagee may require to perfect or maintain the priority of Mortgagee's security interest with respect to said personal property and fixtures, and Mortgagee shall bear all costs thereof, including all UCC searches reasonably required by Mortgagee. Mortgagor shall not create or suffer to be created any other security interest in said personal property and fixtures, including replacements thereof and additions thereto. Upon the occurrence of any Default as set forth in Section 19 hereof, Mortgagee shall have the remedies of a secured party under the UCC and, at Mortgagee's option, may also invoke the remedies provided in Section 19 hereof with respect to such property.

(b) This Mortgage grants a security interest in the fixtures now or hereafter attached to or used in or about the Improvements and also is effective as a financing statement filed as a fixture filing under the laws of the State of Ohio and for that purpose, the following information is set forth:

(i) Mortgagor is the "**debtor**";

(ii) Mortgagee is the "**secured party**";

(iii) Name and address of Mortgagor/debtor: as set forth in the first paragraph of this Mortgage;

(iv) Name and address of Mortgagee/secured party: as set forth in the first paragraph of this Mortgage;

(v) Description of real estate to which the fixtures are or will be attached or upon which they are or will be located: set forth on Exhibit A attached hereto; and,

(vi) Mortgagor is a limited liability company organized under the laws of the State of Ohio.

19. Default.

(a) The term "**Default**" shall have the same meaning (or phrase of like import, such as "**Event of Default**") as set forth in the Grant Agreement, which meaning is incorporated by this reference herein.

(b) Upon the occurrence of any Default, at the option of Mortgagee, without notice or demand, the same being hereby expressly waived by Mortgagor, the entire amount secured hereby will become immediately due and payable at the option of Mortgagee, and, in addition to any other right or remedy which Mortgagee may now or hereafter have at law (including the UCC), in equity, or under the Grant Agreement, Mortgagee shall have the right and power:

(i) to foreclose upon this Mortgage and the lien hereof;

(ii) to sell the Mortgaged Property according to law;

(iii) to enter upon and take possession of the Mortgaged Property; and/or,

(iv) without notice and without giving bond to Mortgagor or anyone claiming by, under, or through Mortgagor, and without regard for the solvency or insolvency of Mortgagor or the then value of the Mortgaged Property, to the extent permitted by applicable laws, to have a receiver appointed for all or any part of the Mortgaged Property, and the proceeds, rents, issues, and profits thereof, with such other rights and powers as the court making such appointment shall confer. By Mortgagor's consent to the foregoing sentence, Mortgagor shall not have waived its statutory rights to the consent of the appointment of such receiver or the opposition of any such appointment if such statutory right exists. Such receiver is to have all powers and duties permitted or afforded by applicable laws, all other powers which are necessary or usual in such cases for the protection, possession, control, management, and operation of the Mortgaged Property.

20. No Waiver. The failure of Mortgagee to exercise any option to declare the maturity of the principal debt or any other sums hereby secured under any provision of the Grant Agreement, or to forbear from exercising any right or remedy available to Mortgagee under any provision of the Grant Agreement, is not to be taken or deemed a waiver of the right to exercise such option, right, or remedy, or declare such maturity as to such past, continuing, or subsequent violation of any of the covenants and agreements of the Grant Agreement. Acceptance by Mortgagee of partial payments will not constitute a waiver of any Default. From time-to-time, Mortgagee may, at Mortgagee's option, without giving notice to or obtaining the consent of Mortgagor, Mortgagor's successors or assigns, any junior lienholder or any guarantors, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, extend the time for payment of the Secured

Indebtedness, or any part thereof, reduce the payments thereon, release anyone liable on any of said Secured Indebtedness, accept a note or notes therefor, modify the terms and time of payment of said Secured Indebtedness, release from the lien of this Mortgage any part of the Mortgaged Property, take or release other or additional security, reconvey any part of the Mortgaged Property, consent to any map or plan of the Mortgaged Property, consent to the granting of any easement, join in any extension or subordination agreement, or agree in writing with Mortgagor to modify the rate of interest under the Grant Agreement (as applicable) or to change the amount of the payments payable thereunder. Any actions taken by Mortgagee pursuant to the terms of this Section do not affect the obligation of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this Mortgage and to observe the covenants of Mortgagor contained herein, do not affect the guaranty of any guarantors, and do not affect the lien or priority of lien of this Mortgage on the Mortgaged Property. Mortgagor shall pay Mortgagee a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Mortgagee's option for any such action if taken at Mortgagor's request.

21. Parcels; Waiver of Marshalling.

(a) In the event of foreclosure of this Mortgage, the Mortgaged Property may be sold in one or more parcels or as an entirety as Mortgagee may elect.

(b) Notwithstanding the existence of any other lien and security interests in the Mortgaged Property held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Property is to be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the Secured Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who becomes liable for Mortgagor's obligations and covenants under this Mortgage, and any party who now or hereafter acquires a security interest in the Mortgaged Property, or any portion thereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

22. Costs of Collection. Mortgagor hereby agrees to pay to Mortgagee all costs of foreclosing this Mortgage, and all costs of enforcing, collecting, and securing, and of attempting to enforce, collect, and secure, the Grant Agreement, including, without limitation, reasonable attorneys' fees, appraisers' fees, court costs, notice charges, and title insurance charges, whether such attempt be made by suit, in bankruptcy, or otherwise, and such costs and any other sums due Mortgagee under the Grant Agreement may be included in any judgment or decree rendered.

23. Subordinate Mortgages. Mortgagor shall not, without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion, after the date hereof grant or permit to be created any lien, security interest or other encumbrance, other than Permitted Encumbrances, covering any of the Mortgaged Property (each a "**Subordinate Mortgage**"). If Mortgagee consents to a Subordinate Mortgage or if the foregoing prohibition is determined by a

court of competent jurisdiction to be unenforceable, any such Subordinate Mortgage is to contain express covenants to the effect that:

(a) the lien of the Subordinate Mortgage and all instruments incorporated therein by reference is and always must be unconditionally subordinate to the lien of this Mortgage and to all advances made pursuant to, and sums secured by, this Mortgage, and this Mortgage and all instruments incorporated herein by reference may be renewed, extended, restructured, modified, increased, or reinstated at any time without giving notice to or obtaining the consent of the Subordinate Mortgage holder;

(b) if any action is instituted to foreclose or otherwise enforce the Subordinate Mortgage, no tenant of any of the Leases is to be named as a party defendant and no action is be taken that would terminate any occupancy or tenancy without the prior written consent of Mortgagee;

(c) in the event of any conflict between the covenants and agreements of this Mortgage and the Subordinate Mortgage, the covenants and agreements of this Mortgage prevail;

(d) Rents, if collected by or for the holder of the Subordinate Mortgage, are to be applied first to the payment of the Secured Indebtedness and expenses incurred in the ownership, operation, and maintenance of the Mortgaged Property in such order as Mortgagee may determine, prior to being applied to any indebtedness secured by the Subordinate Mortgage;

(e) a copy of any notice of default under the Subordinate Mortgage and written notice and opportunity to cure of not less than 30 days prior to the commencement of any action to foreclose or otherwise enforce the Subordinate Mortgage must be given to Mortgagee; and,

(f) the holder of the Subordinate Mortgage must acknowledge the existence of the Secured Indebtedness secured hereby and further acknowledge that the lien of this Mortgage will at all times be, and remain superior and prior to, the lien of the Subordinate Mortgage to the extent of the entire Secured Indebtedness secured hereby notwithstanding any change in the rate of interest being charged under the Grant Agreement, as applicable.

24. Priority of Mortgage Lien. Mortgagee, at Mortgagee's option, is authorized and empowered to do all things provided to be done by a mortgagee under Ohio Revised Code Section 1311.14, and any present or future amendments or supplements thereto, for the protection of Mortgagee's interest in the Mortgaged Property. Mortgagee acknowledges the existence of a superior mortgage secured by the Mortgaged Property as previously recorded in the public records of Butler County, Ohio (the "**Superior Mortgage**") and further acknowledges that the lien of this Mortgage will at all times be, and remain subordinate to, the lien of the Superior Mortgage to the extent of the entire Secured Indebtedness secured hereby notwithstanding any changes in the terms of the Superior Mortgage. The Mortgagor represents and warrants that the holders of the Superior Mortgage have consented to this Mortgage and that Mortgagor is in good standing with respect to the payment of the debt underlying the Superior Mortgage. Mortgagor covenants to provide

immediate notice to Mortgagee of any default under the Superior Mortgage. Mortgagee acknowledges that the terms of Section 23 hereof with respect to mortgages subordinate to this Mortgage will apply to this Mortgage with respect to the Superior Mortgage.

25. Notice. Any notice required or permitted to be given hereunder must be in writing and made as provided herein. If mailed by first class United States mail, postage prepaid, registered, or certified with return receipt requested, then such is effective upon its deposit in the mails. Notice given in any other manner is effective only if and when received by the addressee. For purposes of notice, the addresses of Mortgagor and Mortgagee are to be as set forth below; provided however, that either party has the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party.

If to Mortgagor: [____________________],
[____________________]
[____________________]
Attention: [____________________]

If to Mortgagee: City of Monroe,
233 South Main Street
Monroe, Ohio 45050
Attention: [____________________]

26. Miscellaneous. The covenants herein contained bind, and the benefits and advantages inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders. If any provision of this Mortgage is illegal, or hereafter rendered illegal, or is for any other reason void, voidable, or otherwise unenforceable, or hereafter rendered void, voidable, or otherwise unenforceable, the remainder of this Mortgage is not to be affected thereby, but is to be construed as if it does not contain such provision. Each right and remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever. This Mortgage is to be construed in accordance with the internal laws (but without regard to the conflict of laws provisions) of the State of Ohio.

27. WAIVER OF JURY TRIAL MORTGAGOR AND MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY MUTUALLY, VOLUNTARILY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS MORTGAGE OR THE GRANT AGREEMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

PROVIDED, HOWEVER, that these presents are upon the condition that if Mortgagor shall fully and promptly pay, or cause to be paid, when due the Secured Indebtedness and shall completely, faithfully and punctually perform all of its obligations under the terms and conditions of the Grant Agreement, then this Mortgage is void; otherwise it is to remain in full force and effect in law and equity forever.

[Signature Page Follows.]

EXECUTED by Mortgagor by its duly authorized officer as of [___________________].

MORTGAGOR:

ROOSTER LAND MONROE LLC,
an Ohio limited liability company

By: [___________________]
Its: [____________________]

STATE OF [____________]
SS:
COUNTY OF [____________]

The foregoing instrument was acknowledged before me, a Notary Public, in and for said county and state, this ____ day of _________, 2015, by________________, the ______________ ______ of ________________ an _________ [limited liability company], for and on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

____
Notary Public

Commission
Expiration:_________________

This instrument prepared by:

Jeffry D. Harris, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
Ph. (614) 227-4860
Email: jharris@bricker.com

EXHIBIT A

Description of the Land

[See Attached.]

EXHIBIT B

Permitted Encumbrances

[See Attached.]

CITY OF MONROE

FINANCIAL REPORTS

FOR THE PERIOD ENDING

December 31, 2021

CITY OF MONROE

Cash Position with Expected Revenue & Appropriation Totals
December 31, 2021

Target Percentage: *100%*

Target Carryover: *3 months*

Fund	Beginining Balance	Expected Revenue	YTD Revenue	% Received	Appropriation	YTD Expense	% Spent	Unexpended	Encumbrance	Ending Balance	Carryover in Months
1110 General	7,320,561	14,339,727	16,410,126	114%	20,919,935	18,590,408	89%	5,140,278	1,004,711	4,135,567	2
2101 Income Tax - Public Safety	591,306	2,620,128	2,828,999	108%	3,152,100	2,952,100	94%	468,206	0	468,206	1
2210 Street	515,735	2,330,475	2,463,676	106%	2,525,618	1,661,656	66%	1,317,756	160,675	1,157,081	5
2220 State Highway	297,662	88,625	88,867	100%	369,747	57,075	15%	329,455	259,699	69,756	2
2230 Motor Vehicle License Tax	532,722	134,800	90,840	67%	618,748	170,743	28%	452,818	397,752	55,066	1
2310 Fire - 1989 Levy	598,778	4,780,285	4,767,552	100%	4,404,749	4,288,305	97%	1,078,026	81,442	996,584	2
2320 Fire - 2005 Levy	1,010	0	0		0	0		1,010	0	1,010	0
2330 Public Safety FEMA Grant	13,943	0	11,723	0%	11,877	11,684	98%	13,983	0	13,983	14
2350 Coronavirus Relief Fund	106,007	0	509	0%	106,516	106,516	100%	0	0	0	0
2360 American Rescue Plan Act Fund	0		734,043	0%	0	0		734,043	0	734,043	0
2410 Police Law Enforcement	77,746	4,195,770	4,076,835	97%	3,531,047	3,384,009	96%	770,573	76,855	693,718	2
2420 DARE Grant	2,318	9,000	9,679	108%	9,000	8,044	89%	3,954	0	3,954	5
2430 Enforcement & Education	8,843	1,150	625	54%	8,000	3,037	38%	6,431	0	6,431	9
2440 Federal Asset Forfeiture	13,735	0	0		0	0		13,735	0	13,735	0
2450 Ohio Peace Officer Training	22,560	0	0		0	0		22,560	0	22,560	0
2510 Court Technology Improvement	8,666	8,000	10,488	131%	15,503	11,806	76%	7,348	0	7,348	5
2620 TIFs	1,343,855	2,435,650	2,675,542	110%	3,495,933	2,807,592	80%	1,211,805	171,367	1,040,438	3
2720 RIDs	1,466,015	3,699,300	4,195,302	113%	4,031,395	3,740,238	93%	1,921,079	112,081	1,808,998	5
3101 Income Tax - Capital Projects	1,574,164	69,440	1,212,428	1746%	1,168,200	883,916	76%	1,902,677	139,110	1,763,566	18
3110 Park Improvement	2,459,850	196,200	481,104	245%	2,928,684	2,151,943	73%	789,010	720,626	68,384	0
3120 Capital Improvement	2,075,602	3,469,099	4,349,003	125%	5,749,006	1,513,475	26%	4,911,130	1,044,464	3,866,666	8
3620 CPO TIF - Capital	24,880	0	0		0	0		24,880	0	24,880	0
4110 G.O. Bond Retirement	373,869	1,561,500	798,300	51%	866,000	818,255	94%	353,914	0	353,914	4
4210 Water Bond Retirement	262,255	475,000	518,997	109%	411,830	411,463	100%	369,789	0	369,789	10
4310 S.A. Bond Retirement	615	1,125,000	1,059,025	94%	1,059,125	1,059,025	100%	615	0	615	0
4410 Income Tax Bond Retirement Fund	338,632	617,065	617,300	100%	618,000	617,063	100%	338,869	0	338,869	6
4610 Corridor 75 Park LTD TIF	124,941	0	0		0	0		124,941	0	124,941	0
5110 S.A. Street Lighting	6,755	250	17	7%	4,259	1	0%	6,771	4,159	2,612	7
6110 Water	1,625,939	3,309,905	3,172,876	96%	4,259,144	3,540,905	83%	1,257,910	169,334	1,088,576	3
6115 Water Guarantee Deposit	39,975	0	48,700	0%	0	0		88,675	0	88,675	0
6120 Water Capital Improvements	520,785	1,180,000	1,206,902	102%	1,691,733	353,428	21%	1,374,259	691,305	682,955	4
6125 Water Meter & Read System Repl	256,432	133,500	137,828	103%	149,649	23,335	16%	370,925	124,688	246,237	19
6210 Sewer	107,877	1,228,100	1,246,156	101%	1,288,550	1,197,027	93%	157,007	89,008	67,999	0
6310 Stormwater	258,924	522,668	524,425	100%	831,410	578,895	70%	204,454	133,613	70,841	1
6315 Stormwater Deposit Fund	0	0	563,383	0%	0	0		563,383	0	563,383	0
6410 Garbage	155,211	804,155	990,552	123%	1,010,050	976,616	97%	169,147	0	169,147	2
6510 Cemetery	123,112	89,400	126,140	141%	129,031	97,373	75%	151,879	16,829	135,051	12
6610 Street Lighting Utility	34,544	132,700	120,426	91%	140,050	124,223	89%	30,747	0	30,747	2
7100 Cemetery Maintenance Trust	53,045	5,500	8,626	157%	0	0		61,671	0	61,671	0
7110 Mound Cemetery Trust	68,726	1,100	748	68%	10,000	0		69,474	0	69,474	83
7120 Long Street Trust	2,473	100	29	29%	250	0		2,502	0	2,502	120
7310 Fire Historic Preservation	1,471	0	0		0	0		1,471	0	1,471	0
7320 Fire Loss Security	21,371	0	0		21,371	0		21,371	0	21,371	12
7410 Drug Law Enforcement Trust	80,448	11,500	12,140	106%	30,000	8,764	29%	83,824	0	83,824	33
	23,513,359	**49,575,092**	**55,559,913**		**65,566,510**	**52,148,919**		**26,924,353**	**5,397,717**	**21,526,637**	

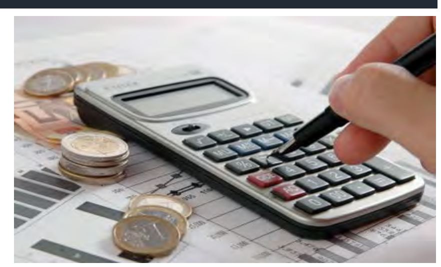
MUNICIPAL INCOME TAX
MONTHLY REPORT DECEMBER 2021

TAX DOLLARS AT WORK

The City of Monroe works hard to ensure your tax dollars are used to support our community. Income tax dollars are used to provide ***quality services*** that contribute to the ***quality of life*** in Monroe. These services include:

BUDGET: ARE WE ON TRACK?

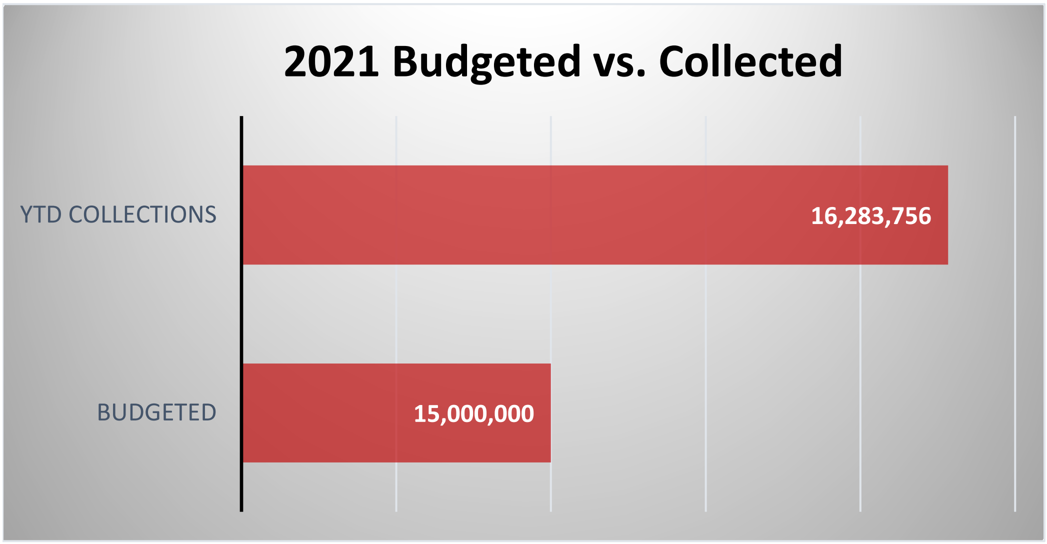
The City creates a **Budget** to make sure its money is used wisely. The budget lists the income that the City expects to receive and the ways it will use that money to best benefit the community.



Each year, the Finance Department creates an estimate, or "best guess," of how much income tax money they expect to receive. They compare the last ten years of income tax collections to get an average percentage of change. Then they use a combination of that percentage and any potential economic development changes that might occur in the City to calculate an estimate of anticipated income tax dollars for the following year.

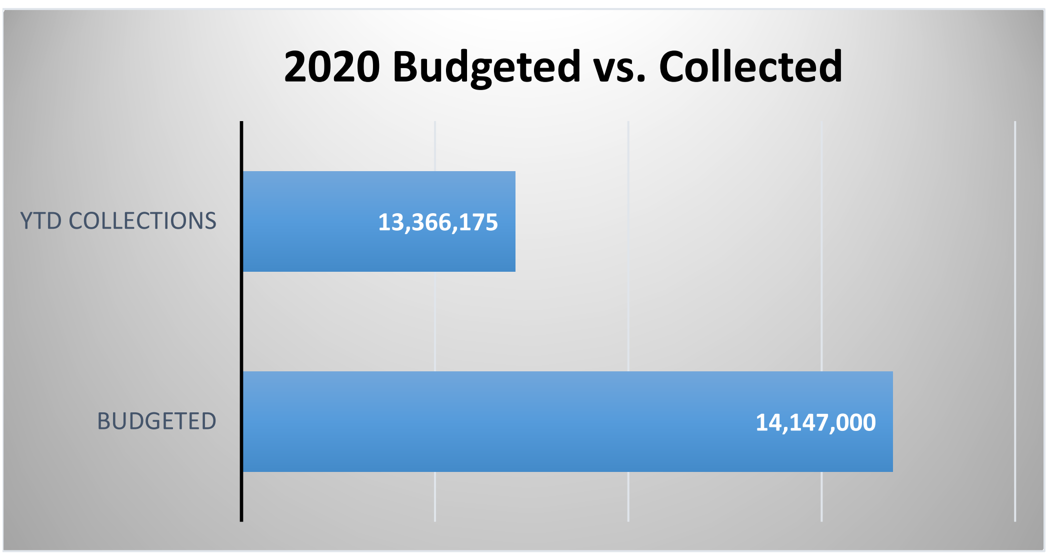
For 2021, the Finance Department estimates receiving approximately $15,000,000 in income tax dollars.

As of the end of December, we have collected (YTD) $16,283,756 in income tax dollars. This equals approximately 109% of the budget estimate.



Collected
109%

Target % Collected:
12/ 12 = *100%*



Collected
94%

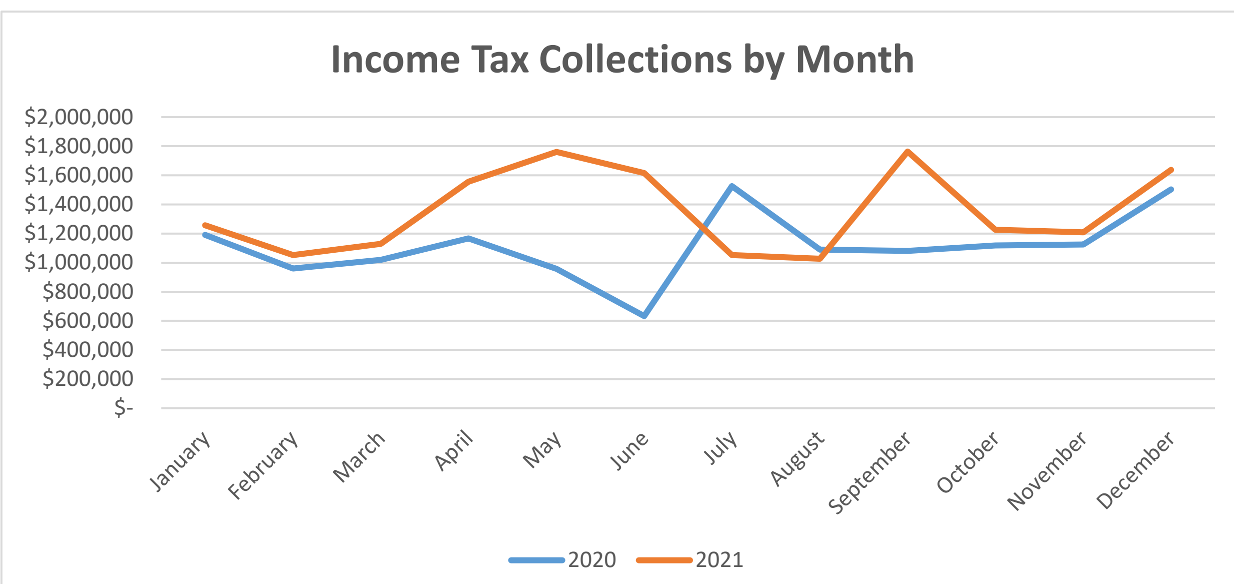
Target % Collected:
12/ 12 = *100%*

REVENUE COLLECTED 2020 VS. 2021

For December, income tax collections were 22% higher in 2021 than at the same time last year. Overall, the City has collected $2,917,621 more in 2021 than at the same time last year.

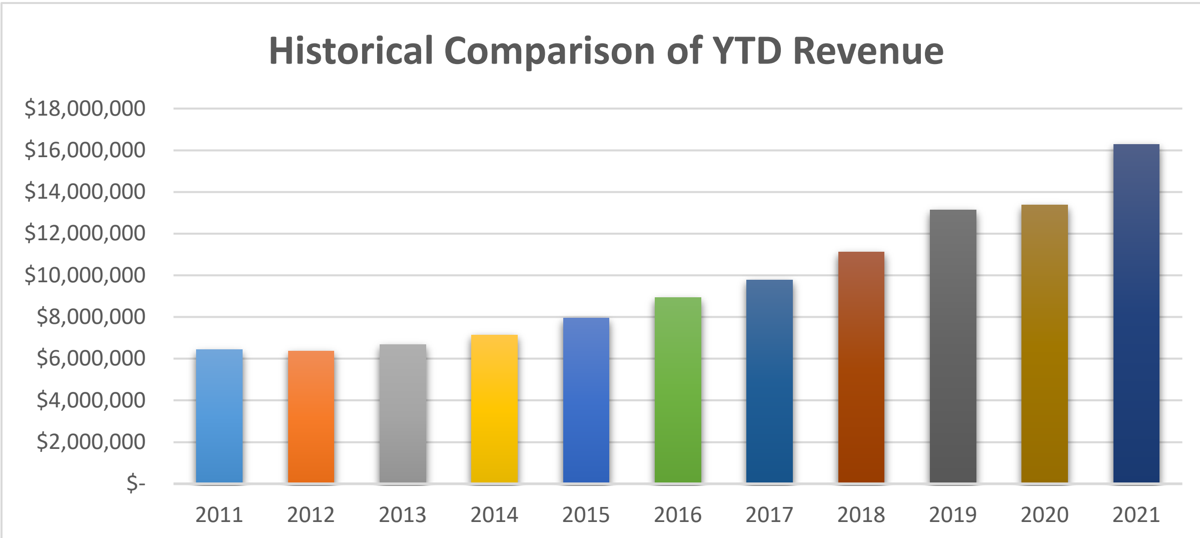
	2020		2021		*Monthly % Change*	*Yearly % Change*
	MONTH	YTD	MONTH	YTD		
January	$ 1,190,933	$ 1,190,933	1,257,599	$ 1,257,599	*6%*	*6%*
February	$ 959,495	$ 2,150,428	$ 1,052,399	$ 2,309,998	*10%*	*7%*
March	$ 1,019,940	$ 3,170,368	$ 1,129,004	$ 3,439,002	*11%*	*8%*
April	$ 1,165,622	$ 4,335,990	$ 1,555,900	$ 4,994,902	*33%*	*15%*
May	$ 956,867	$ 5,292,857	$ 1,759,889	$ 6,754,791	*84%*	*28%*
June	$ 632,748	$ 5,925,605	$ 1,614,750	$ 8,369,541	*155%*	*41%*
July	$ 1,525,970	$ 7,451,575	$ 1,052,832	$ 9,422,372	*-31%*	*26%*
August	$ 1,088,643	$ 8,540,218	$ 1,026,776	$ 10,449,148	*-6%*	*22%*
September	$ 1,081,189	$ 9,621,407	$ 1,763,562	$ 12,212,710	*63%*	*27%*
October	$ 1,117,906	$ 10,739,313	$ 1,224,931	$ 13,437,641	*10%*	*25%*
November	$ 1,124,376	$ 11,863,689	$ 1,207,607	$ 14,645,248	*7%*	*23%*
December	$ 1,502,486	$ 13,366,175	$ 1,638,548	$ 16,283,796	*9%*	*22%*
TOTAL	$ 13,366,175		$ 16,283,796			*$2,917,621*

Income tax collections typically spike in April and October. The below chart demonstrates the annual flow of revenue received.



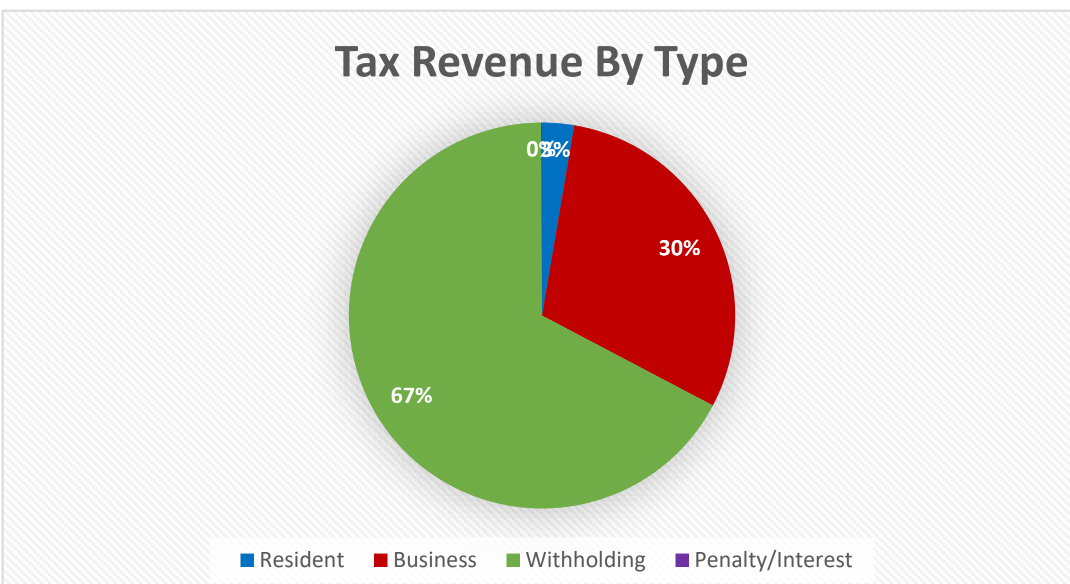
HISTORICAL COLLECTION OF TAX REVENUE

Over the last ten years, income tax revenue has steadily increased.



INCOME TAX COLLECTION BY TYPE

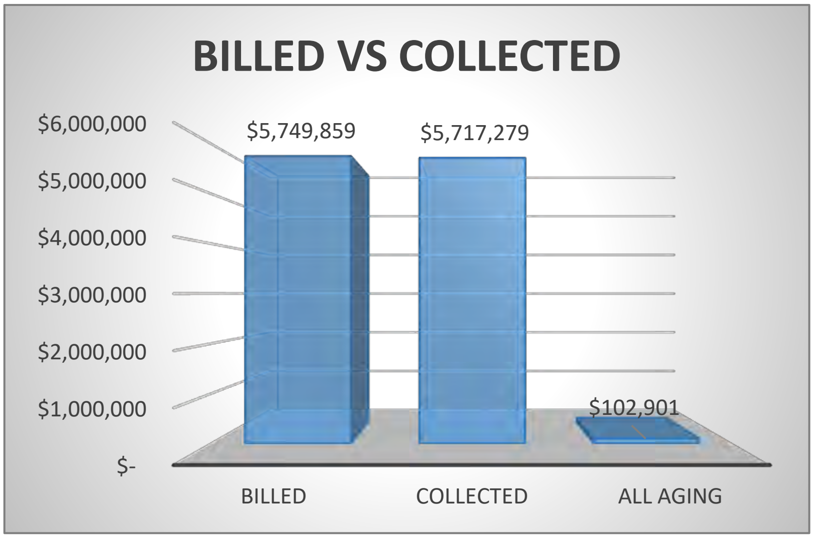
Of the income tax revenue collected in December, 67% is from withholding, 30% is from net-profit, 3% is from individual, and the remaining 0% is penalty/interest.



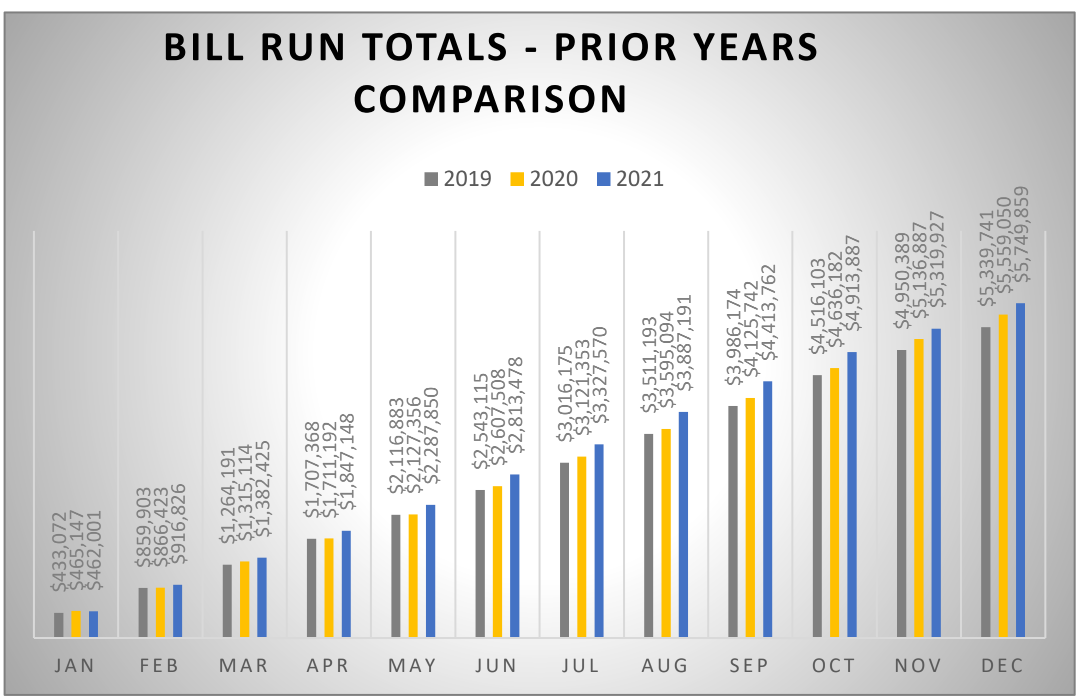
UTILITY BILLING REPORTING - DECEMBER 2021

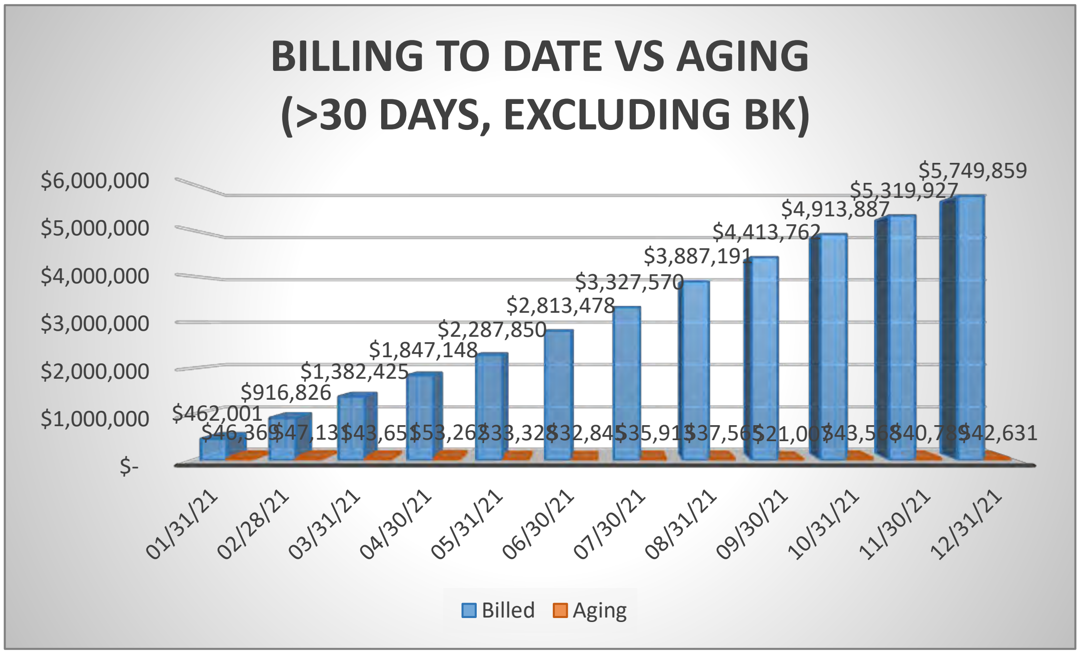
<u>YTD Billed vs Collected</u>

To date, the Utility Billing department billed $5,749,859 and has collected $5,717,279 (this includes balances from 2020). The curent aging balance in total is $102,901. The aging over 30 days is $42,631.



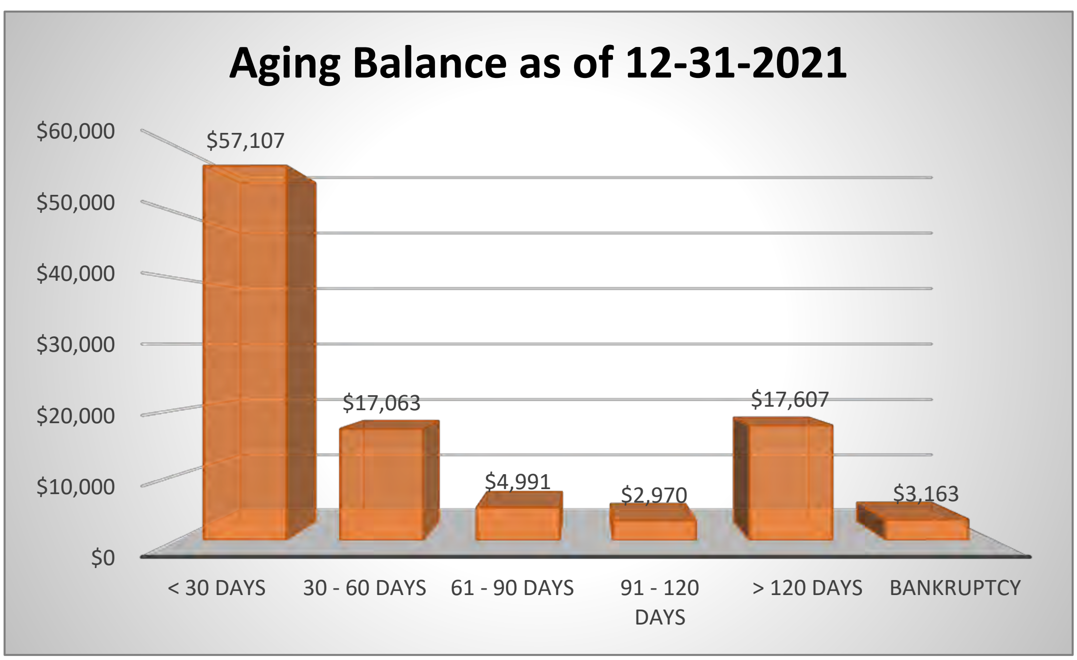
The bill run totals for prior years are listed below for comparison.

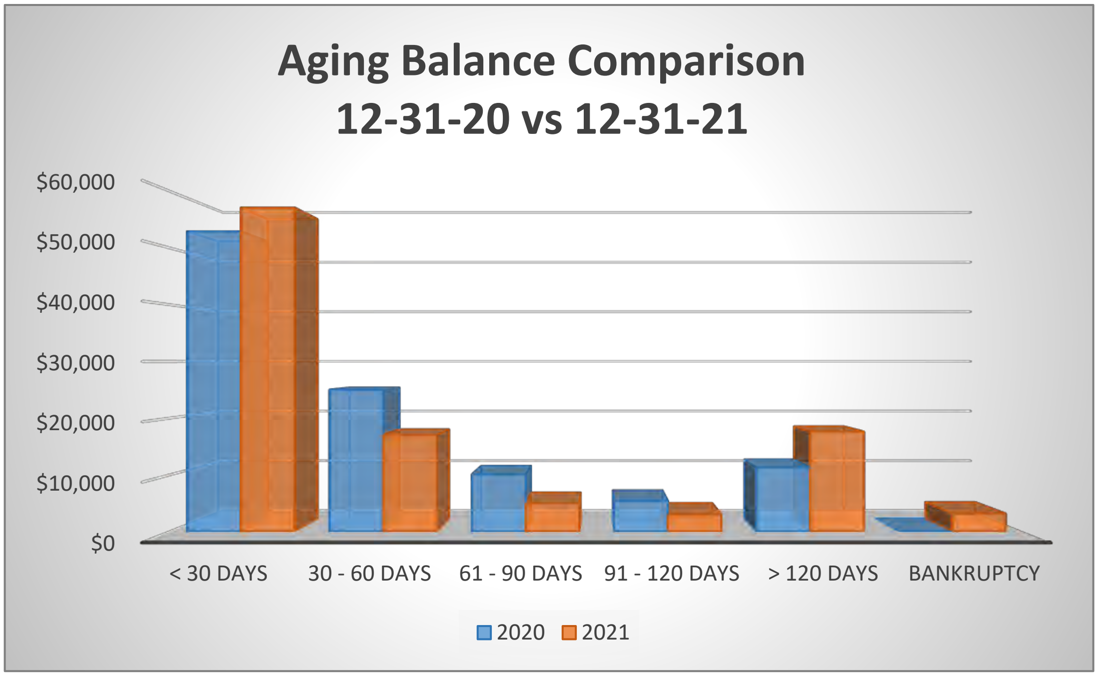


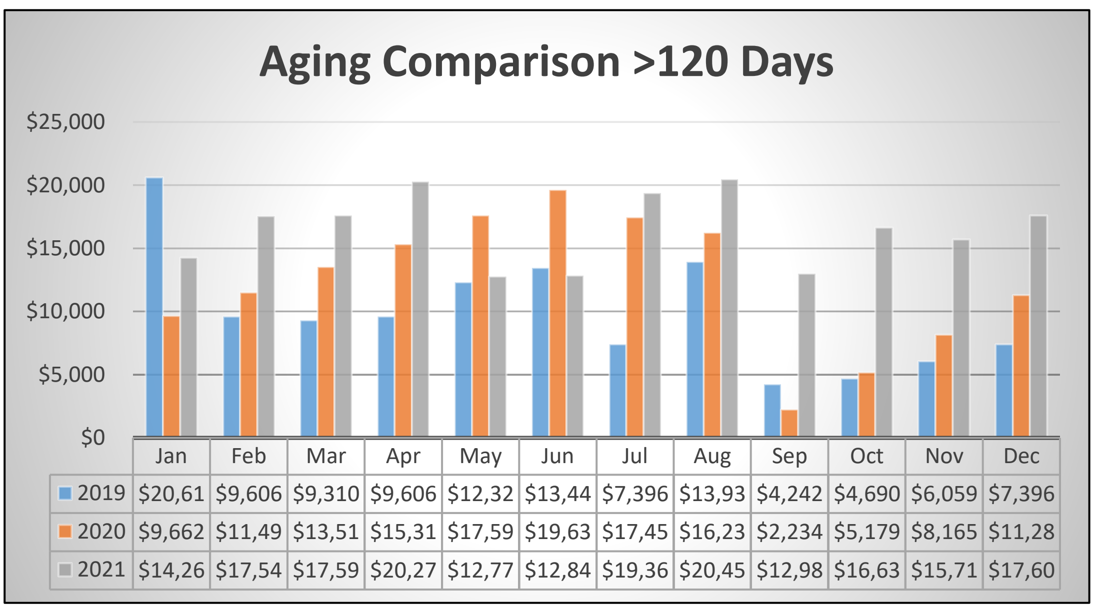


Monthly Aging Report

As of December 31, 2021 the uncollected receivables for Utility Billing totaled $102,901. Any account with a balance over 15 days past due is subject to disconnect (if a water account) and is eligible for selection on the weekly cut off report once 2 weeks notice has been provided on the utility bills.




Aging Balance Comparison
12-31-20 vs 12-31-21
$60,000
$50,000
$40,000
$30,000
$20,000
$10,000
$0
< 30 DAYS
30 - 60 DAYS
61 - 90 DAYS
91 - 120 DAYS
> 120 DAYS
BANKRUPTCY
2020
2021


Aging Comparison >120 Days
$25,000
$20,000
$15,000
$10,000
$5,000
$0
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
2019 $20,61 $9,606 $9,310 $9,606 $12,32 $13,44 $7,396 $13,93 $4,242 $4,690 $6,059 $7,396
2020 $9,662 $11,49 $13,51 $15,31 $17,59 $19,63 $17,45 $16,23 $2,234 $5,179 $8,165 $11,28
2021 $14,26 $17,54 $17,59 $20,27 $12,77 $12,84 $19,36 $20,45 $12,98 $16,63 $15,71 $17,60

US BANK GENERAL ACCOUNT
Dec-2021

Bank Balance		
US Bank		5,517,163.46
Adjustments		
O/S Withdrawls:		
Outstanding Checks	(120,591.70)	
Outstanding EFT AP Batch	-	
Checks Voided in September		
Municipal Net Profits	-	
Batch 3872 & 3873 posted in Dec; hit bank in Jan	133,316.85	
Batch 3875, 26906, 26909, 26908, 26902; bank in Dec	5,282.84	
Batch 26905; posted in Dec; hit bank in Jan	7,277.89	
Batch 26906, 26907, 26914 posted in Dec, bank in Jan	393.84	
Batch 26908; posted in Dec; hit bank in Jan	402.67	
Batch 26913, posted in Dec, hit bank in Jan	3,552.97	
Batch 26556; posted in Oct; hit bank in Nov		
AP Wire Payment to School/Trustees hit bank Oct 1	-	
O/S Deposits:	-	
	-	
	-	
Total Bank Adjustments		29,635.36
Adjusted Bank Balance		**5,546,798.82**

Book Balance		5,658,658.12
Adjustments		
O/S Expenses:	-	-
P Card Transactions	(115,230.59)	-
P Card Transactions - Sept	-	
Batch 26705; hit bank in Nov, waiting on Munis to post	0	
Expense booked to March 2021/will reconcile March 2022	2,505.84	
Unreconciled Item Oct 2021	865.45	
O/S Expenses Total	(111,859.30)	
Unreconciled item in Dec	-	
O/S Credits:	-	-
	-	
	-	
	-	
	-	
O/S Credits Total	-	
	-	
Total Book Adjustments		(111,859.30)
Adjusted Book Balance		**5,546,798.82**
Difference		-

Deborah Armitage, Assistant Finance Director

5/6/2022

Date

US BANK PAYROLL ACCOUNT
Dec-2021

Bank Balance			
US Bank			2,542,210.40
Adjustments			
Outstanding Checks:		(5,543.24)	
Outstanding ACH Debits:			
		-	
OPERS Council check	$	-	
		-	
		-	
AFLAC FROM Oct, Nov, Dec		(30.45)	
AFLAC Check 41117			
AFLAC CK# 41790 (check under)			
AFLAC Ck # 44397 (check UNDER)			
Aflac Ck # 45504		(2,240.30)	
Total Bank Adjustments			(7,813.99)
Adjusted Bank Balance			**2,534,396.41**

Book Balance		2,534,396.41
Outstanding Expenses:		
h.s.a.	-	
H.S.A	-	-
	-	
Total Book Adjustments		-
Adjusted Book Balance		**2,534,396.41**
Difference		-

Deborah Armitage, Assistant Finance Director

5/6/2022

Date

ALL OTHER ACCOUNTS
Dec-2021

BANK/ACCT NAME	Acct #		BOOK BALANCE	O/S CREDITS	O/S EXPENSE	RECONCILED BALANCE	BANK BALANCE	O/S CHECKS & OTHER BANK ADJS	RECONCILED BANK BALANCE	DIFFERENCE
FF - Cell Tower Escrow 341568		101504	19,981.83			19,981.83	19,981.83		19,981.83	-
Raymond James		101650	13,180,669.28	-		13,180,669.28	13,180,669.28		13,180,669.28	-
STAROhio		101603	29,150.09	-		29,150.09	29,150.09		29,150.09	-
RedTree Investment Account		101901	6,521,132.46	-		6,521,132.46	6,521,132.46		6,521,132.46	-
H - 2010A Water Bond Trust	5081000041	101803	-	-		-	-		-	-
H - 2010B Water Bond Trust	5082000183	101804	-	-		-	-	-	-	-
H - '10 Combined Bond Reserve	69/165/465/456	101802	-	-		-	-	-	-	-
H - '17 Combined Refunding Accts	6851/6860						-			
			19,750,933.66	-	-	19,750,933.66	19,750,933.66	-	19,750,933.66	-
Total All Accounts			*27,943,988.19*	-	*(111,859.30)*	*27,832,128.89*	*27,810,307.52*	*21,821.37*	*27,832,128.89*	-

Deborah Armitage, Assistant Finance Director

5/6/2020

Date

Monthly Reconciliation

Monroe Mayor's Court
Reconciliation of accounts for December 2021

Report Date : 01/19/2022
Report Time : 08:06:35

BANK RECONCILIATION

Bank balance as of December 31, 2021	8021.99	
Minus Open Bonds		
Minus Uncleared Checks	-259.00	
Plus Deposits in Transit		
+/- Misc Open Item - cc fees	185.01	
+/- Misc Open Item -		
+/- Misc Open Item -		
Adjusted Bank Balance		7948.00
TOTAL TO BE DISBURSED		
Variance		-0-

BANK RECONCILIATION

Total Deposit (Including Miscellaneous Receipts)	$1,955.00
Payments by Charge Card | Online Payments | ACH	$5,993.00
Adjustments	$0.00
NSF checks	$0.00
Refunds	$0.00
Bond Monies Forfeited to City	$0.00
Bond Administration Fees	$0.00
Bond Assignments	$0.00

TOTAL TO BE DISBURSED $7,948.00

END OF REPORT

msrrecon

Reconciled by
[signature]
Asst Finance Director
2/1/2022

REVENUE

As of December 31, 2021

City of Monroe, OH

YEAR-TO-DATE BUDGET REPORT
REVENUE REPORT DECEMBER 2021

FOR 2021 12

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
1110 GENERAL FUND	-14,339,727.00	-14,634,500.00	-16,410,125.52	-1,073,499.99	1,775,525.52	112.1%
2101 INCOME TAX - PUBLIC SAFETY	-2,620,128.00	-2,620,128.00	-2,828,999.47	-290,722.77	208,871.47	108.0%
2210 STREET FUND	-2,330,475.00	-2,330,475.00	-2,463,676.40	-101,960.16	133,201.40	105.7%
2220 STATE HIGHWAY FUND	-88,625.00	-88,625.00	-88,866.63	-7,742.74	241.63	100.3%
2230 MOTOR VEHICLE LICENSE TAX FUN	-134,800.00	-134,800.00	-90,839.79	0.00	-43,960.21	67.4%
2310 FIRE - 1989 LEVY FUND	-4,780,285.00	-4,780,285.00	-4,767,552.37	-64,595.60	-12,732.63	99.7%
2330 FEMA FUND	0.00	0.00	-11,723.34	0.00	11,723.34	100.0%
2350 CORONAVIRUS RELIEF FUND	0.00	-500.00	-509.27	0.00	9.27	101.9%
2360 AMERICAN RESCUE PLAN ACT FUND	0.00	-735,000.00	-734,043.05	0.00	-956.95	99.9%
2410 POLICE LAW ENFORCEMENT FUND	-4,195,770.00	-4,195,770.00	-4,076,835.21	-350.00	-118,934.79	97.2%
2420 DARE GRANT FUND	-9,000.00	-9,000.00	-9,679.33	0.00	679.33	107.5%
2430 ENFORCEMENT AND EDUCATION FUN	-1,150.00	-1,150.00	-625.00	0.00	-525.00	54.3%
2510 COURT TECHNOLOGY IMPROVEMENT	-8,000.00	-8,000.00	-10,487.80	-563.00	2,487.80	131.1%
2621 MONROE CROSSINGS (C1)	-500.00	-500.00	-2,397.08	0.00	1,897.08	479.4%
2622 PARK 63/SUMMIT (C2)	-141,250.00	-141,250.00	-152,411.97	0.00	11,161.97	107.9%
2623 MONROE COMMERCE CENTER (C3)	-659,000.00	-659,000.00	-1,097,421.46	0.00	438,421.46	166.5%
2626 MIAMI VALLEY INDUSTRIAL (C6)	-41,500.00	-41,500.00	-189,694.04	0.00	148,194.04	457.1%
2627 YANKEE ROAD (C7)	-23,100.00	-23,100.00	-25,573.90	0.00	2,473.90	110.7%
2628 BERNS/DOUGLAS (C8)	-20,200.00	-20,200.00	-19,100.94	0.00	-1,099.06	94.6%
2629 FRICK GREENTREE (C9)	-550.00	-550.00	-526.68	0.00	-23.32	95.8%
2630 OSBOURNE (C10)	-200.00	-200.00	-216.16	0.00	16.16	108.1%
2631 SATELLITE FARMS (C11)	-4,150.00	-4,150.00	-39,576.90	0.00	35,426.90	953.7%

YEAR-TO-DATE BUDGET REPORT
REVENUE REPORT DECEMBER 2021

FOR 2021 12

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
2633 CORRIDOR 75 #1 (C13)	-1,413,100.00	-1,413,100.00	-1,024,921.64	0.00	-388,178.36	72.5%
2634 CORRIDOR 75 #2 (C14)	-132,100.00	-132,100.00	-123,701.22	0.00	-8,398.78	93.6%
2722 HERITAGE GREEN (R2)	-255,600.00	-255,600.00	-278,063.76	0.00	22,463.76	108.8%
2723 WYANDOT WOODS (R3)	-883,500.00	-883,500.00	-897,892.09	0.00	14,392.09	101.6%
2724 GILMAR MEADOWS (R4)	-88,300.00	-88,300.00	-110,930.19	0.00	22,630.19	125.6%
2725 MT PLEASANT (R5)	-80,000.00	-80,000.00	-120,162.94	0.00	40,162.94	150.2%
2726 BRITTONY WOODS (R6)	-544,800.00	-544,800.00	-577,348.22	0.00	32,548.22	106.0%
2727 TODD'S GLEN RESERVE (R7)	-139,500.00	-139,500.00	-152,247.87	0.00	12,747.87	109.1%
2728 MAJESTIC OAKS (R8)	-1,000.00	-1,000.00	-3,179.91	0.00	2,179.91	318.0%
2729 TRIMBLE FARM (R9)	-92,200.00	-92,200.00	-96,224.09	0.00	4,024.09	104.4%
2732 MONROE CROSSINGS #1 (R12)	-612,100.00	-612,100.00	-843,748.52	0.00	231,648.52	137.8%
2733 MONROE CROSSINGS #2 (R13)	-445,200.00	-445,200.00	-514,909.91	0.00	69,709.91	115.7%
2734 MONROE CROSSINGS #3 (R14)	-397,300.00	-397,300.00	-436,140.37	0.00	38,840.37	109.8%
2735 RESERVES OF MONROE XINGS (R15	-159,800.00	-159,800.00	-164,454.00	0.00	4,654.00	102.9%
3101 INCOME TAX - CAPITAL PROJECTS	-69,440.00	-1,122,800.00	-1,212,428.35	-124,595.47	89,628.35	108.0%
3110 PARK IMPROVEMENT FUND	-196,200.00	-448,200.00	-481,103.62	0.00	32,903.62	107.3%
3120 CAPITAL IMPROVEMENT FUND	-3,469,099.00	-3,714,099.00	-4,349,003.02	-70,000.00	634,904.02	117.1%
4110 G.O. BOND RETIREMENT FUND	-1,561,500.00	-1,561,500.00	-798,300.00	0.00	-763,200.00	51.1%
4210 WATER BOND RETIREMENT FUND	-475,000.00	-475,000.00	-518,996.93	0.00	43,996.93	109.3%
4310 S.A. BOND RETIREMENT FUND	-1,125,000.00	-1,125,000.00	-1,059,025.15	0.00	-65,974.85	94.1%
4410 INCOME TAX BOND RETIREMENT FU	-617,065.00	-617,065.00	-617,300.00	0.00	235.00	100.0%
5110 S.A. STREET LIGHTING FUND	-250.00	-250.00	-17.00	0.00	-233.00	6.8%

YEAR-TO-DATE BUDGET REPORT
REVENUE REPORT DECEMBER 2021

FOR 2021 12

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
6110 WATER FUND	-3,309,905.00	-3,309,905.00	-3,173,301.23	-292,989.49	-136,603.77	95.9%
6120 WATER CAPITAL IMPROVEMENTS	-1,180,000.00	-1,180,000.00	-1,206,902.22	-2,377.54	26,902.22	102.3%
6125 WATER METER& READ SYSTEM REPL	-133,500.00	-133,500.00	-137,827.83	-12,714.84	4,327.83	103.2%
6210 SEWER FUND	-1,228,100.00	-1,228,100.00	-1,246,156.31	-125,914.03	18,056.31	101.5%
6310 STORM WATER FUND	-522,668.00	-522,668.00	-524,424.73	-28,682.41	1,756.73	100.3%
6410 GARBAGE FUND	-804,155.00	-804,155.00	-990,552.14	-99,363.51	186,397.14	123.2%
6510 CEMETERY FUND	-89,400.00	-95,900.00	-126,140.17	-2,116.72	30,240.17	131.5%
6610 STREET LIGHTING UTILITY	-132,700.00	-132,700.00	-120,426.26	-12,611.32	-12,273.74	90.8%
7100 CEMETERY MAINTENANCE TRUST	-5,500.00	-5,500.00	-8,626.11	-120.22	3,126.11	156.8%
7110 MOUND CEMETERY TRUST FUND	-1,100.00	-1,100.00	-747.85	-106.67	-352.15	68.0%
7120 LONG STREET TRUST FUND	-100.00	-100.00	-28.76	-4.33	-71.24	28.8%
7410 DRUG LAW ENFORCEMENT TRUST	-11,500.00	-11,500.00	-12,140.40	-650.00	640.40	105.6%
GRAND TOTAL	-49,575,092.00	-52,162,225.00	-54,948,255.12	-2,311,680.81	2,785,930.12	105.3%

** END OF REPORT - Generated by Deborah Armitage **

EXPENSES

As of December 31, 2021

City of Monroe, OH

YEAR-TO-DATE BUDGET REPORT
EXPENSE REPORT DECEMBER 2021

FOR 2021 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
1110 GENERAL FUND	16,046,227.00	20,919,934.53	18,590,408.11	597,797.18	1,004,711.04	1,324,815.38	93.7%
2101 INCOME TAX - PUBLIC SAFETY	3,152,100.00	3,152,100.00	2,952,100.00	100,000.00	0.00	200,000.00	93.7%
2210 STREET FUND	2,295,540.00	2,525,618.12	1,661,655.77	-69,672.94	160,674.93	703,287.42	72.2%
2220 STATE HIGHWAY FUND	336,750.00	369,747.13	57,074.60	1,832.63	259,698.68	52,973.85	85.7%
2230 MOTOR VEHICLE LICENSE TAX FUN	613,900.00	618,748.17	170,743.25	2,289.13	397,752.39	50,252.53	91.9%
2310 FIRE - 1989 LEVY FUND	4,326,020.00	4,404,748.74	4,288,304.67	500,794.05	81,442.09	35,001.98	99.2%
2330 FEMA FUND	8,000.00	11,877.00	11,683.91	1,279.06	0.00	193.09	98.4%
2350 CORONAVIRUS RELIEF FUND	0.00	106,516.42	106,516.42	27,000.00	0.00	0.00	100.0%
2410 POLICE LAW ENFORCEMENT FUND	3,487,420.00	3,531,046.76	3,384,008.76	287,056.12	76,855.02	70,182.98	98.0%
2420 DARE GRANT FUND	6,500.00	9,000.00	8,043.57	0.00	0.00	956.43	89.4%
2430 ENFORCEMENT AND EDUCATION FUN	8,000.00	8,000.00	3,036.60	0.00	0.00	4,963.40	38.0%
2510 COURT TECHNOLOGY IMPROVEMENT	15,300.00	15,503.48	11,806.03	2,891.02	0.00	3,697.45	76.2%
2621 MONROE CROSSINGS (C1)	370.00	1,680.00	2,397.85	766.56	0.00	-717.85	142.7%
2622 PARK 63/SUMMIT (C2)	204,800.00	104,225.00	146,825.69	43,079.72	0.00	-42,600.69	140.9%
2623 MONROE COMMERCE CENTER (C3)	1,593,663.00	1,663,352.10	1,146,311.72	399,481.37	42,843.88	474,196.50	71.5%
2626 MIAMI VALLEY INDUSTRIAL (C6)	182,500.00	281,110.90	152,569.86	0.00	128,522.99	18.05	100.0%
2627 YANKEE ROAD (C7)	15,770.00	17,520.00	25,607.72	8,203.87	0.00	-8,087.72	146.2%
2628 BERNS/DOUGLAS (C8)	14,750.00	13,300.00	19,100.94	6,084.43	0.00	-5,800.94	143.6%
2629 FRICK GREENTREE (C9)	410.00	410.00	526.68	167.77	0.00	-116.68	128.5%
2630 OSBOURNE (C10)	170.00	170.00	216.16	68.86	0.00	-46.16	127.2%
2631 SATELLITE FARMS (C11)	3,600.00	27,050.00	26,970.99	0.00	0.00	79.01	99.7%
2633 CORRIDOR 75 #1 (C13)	1,348,500.00	1,255,715.00	1,162,244.62	137,322.98	0.00	93,470.38	92.6%

YEAR-TO-DATE BUDGET REPORT
EXPENSE REPORT DECEMBER 2021

FOR 2021 12

2634 CORRIDOR 75 #2 (C14)

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
2634 CORRIDOR 75 #2 (C14)	131,400.00	131,400.00	124,819.78	1,118.56	0.00	6,580.22	95.0%
2722 HERITAGE GREEN (R2)	193,650.00	401,650.00	387,876.96	187,901.80	0.00	13,773.04	96.6%
2723 WYANDOT WOODS (R3)	1,060,038.00	1,061,838.00	790,283.45	144,692.85	106,781.20	164,773.35	84.5%
2724 GILMAR MEADOWS (R4)	116,100.00	181,100.00	152,988.61	73,250.41	0.00	28,111.39	84.5%
2725 MT PLEASANT (R5)	79,000.00	106,750.00	125,370.35	18,996.98	0.00	-18,620.35	117.4%
2726 BRITTONY WOODS (R6)	566,700.00	487,275.00	477,185.85	0.00	0.00	10,089.15	97.9%
2727 TODD'S GLEN RESERVE (R7)	121,750.00	111,960.00	207,652.51	98,106.28	0.00	-95,692.51	185.5%
2728 MAJESTIC OAKS (R8)	1,120.00	2,380.00	3,198.32	893.75	0.00	-818.32	134.4%
2729 TRIMBLE FARM (R9)	66,100.00	69,800.00	138,744.05	69,520.43	0.00	-68,944.05	198.8%
2732 MONROE CROSSINGS #1 (R12)	437,200.00	659,825.00	653,780.83	0.00	5,300.00	744.17	99.9%
2733 MONROE CROSSINGS #2 (R13)	445,700.00	439,280.00	373,482.99	0.00	0.00	65,797.01	85.0%
2734 MONROE CROSSINGS #3 (R14)	384,500.00	387,536.70	311,464.23	0.00	0.00	76,072.47	80.4%
2735 RESERVES OF MONROE XINGS (R15	122,000.00	122,000.00	118,209.87	0.00	0.00	3,790.13	96.9%
3101 INCOME TAX - CAPITAL PROJECTS	1,168,200.00	1,168,200.00	883,915.84	491,205.38	139,110.16	145,174.00	87.6%
3110 PARK IMPROVEMENT FUND	2,190,000.00	2,928,683.80	2,151,942.92	1,483.20	720,626.11	56,114.77	98.1%
3120 CAPITAL IMPROVEMENT FUND	4,394,440.00	5,749,006.03	1,513,474.87	-778,697.27	1,044,463.60	3,191,067.56	44.5%
4110 G.O. BOND RETIREMENT FUND	866,000.00	866,000.00	818,254.90	720,072.25	0.00	47,745.10	94.5%
4210 WATER BOND RETIREMENT FUND	406,830.00	411,830.00	411,463.39	357,746.20	0.00	366.61	99.9%
4310 S.A. BOND RETIREMENT FUND	1,125,100.00	1,059,125.00	1,059,025.15	0.00	0.00	99.85	100.0%
4410 INCOME TAX BOND RETIREMENT FU	618,000.00	618,000.00	617,062.50	421,031.25	0.00	937.50	99.8%
5110 S.A. STREET LIGHTING FUND	100.00	4,258.78	1.02	0.00	4,158.78	98.98	97.7%
6110 WATER FUND	4,195,800.00	4,259,143.98	3,540,904.95	272,449.24	169,333.97	548,905.06	87.1%

YEAR-TO-DATE BUDGET REPORT

EXPENSE REPORT DECEMBER 2021

FOR 2021 12

6120 WATER CAPITAL IMPROVEMENTS ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
6120 WATER CAPITAL IMPROVEMENTS						
1,409,000.00	1,691,733.32	353,427.81	0.00	691,304.72	647,000.79	61.8%
6125 WATER METER& READ SYSTEM REPL						
100,030.00	149,648.69	23,335.14	121.33	124,688.05	1,625.50	98.9%
6210 SEWER FUND						
1,288,550.00	1,288,550.00	1,197,026.74	25,356.32	89,007.86	2,515.40	99.8%
6310 STORM WATER FUND						
700,400.00	831,410.39	578,895.15	187,843.16	133,612.65	118,902.59	85.7%
6410 GARBAGE FUND						
915,050.00	1,010,050.00	976,616.34	112,821.22	0.00	33,433.66	96.7%
6510 CEMETERY FUND						
121,700.00	129,030.75	97,372.83	25,852.50	16,828.75	14,829.17	88.5%
6610 STREET LIGHTING UTILITY						
140,050.00	140,050.00	124,223.48	10,311.13	0.00	15,826.52	88.7%
7110 MOUND CEMETERY TRUST FUND						
10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
7120 LONG STREET TRUST FUND						
250.00	250.00	0.00	0.00	0.00	250.00	.0%
7320 FIRE LOSS SECURITY FUND						
21,371.00	21,371.00	0.00	0.00	0.00	21,371.00	.0%
7410 DRUG LAW ENFORCEMENT TRUST						
20,000.00	30,000.00	8,764.23	0.00	0.00	21,235.77	29.2%
GRAND TOTAL						
57,076,419.00	65,566,509.79	52,148,918.98	4,488,518.78	5,397,716.87	8,019,873.94	87.8%

** END OF REPORT - Generated by Deborah Armitage **

CHECKS OVER $10,000

For December 31, 2021

City of Monroe, OH

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
415 BARRETT PAVING MATERIALS, INC											
71581	20210179	12/06/2021		12142021	59645	718,872.08	718,872.08	12/30/2021	INV	PD	2021 ASPHALT
INVOICE:PAY APP 1			CHECKDATE:12/14/2021								
438 BUTLER COUNTY WATER & SEWER DEPT											
71568		11/29/2021		12142021	59646	90,464.76	90,464.76	12/23/2021	INV	PD	ACCT # 304868
INVOICE:71568			CHECKDATE:12/14/2021								
70 BERNS GREENHOUSE & GARDEN CENTER, INC											
71476		11/22/2021		12032021	59606	23,822.28	23,822.28	12/02/2021	INV	PD	LANDSCAPE AT
INVOICE:L32929-01			CHECKDATE:12/03/2021								
7111 BLUESCOPE CONSTRUCTION, INC.											
71576		11/29/2021		12142021	59647	31,389.00	31,389.00	12/23/2021	INV	PD	CITY BUILDING
INVOICE:021648-04			CHECKDATE:12/14/2021								
71573	20210162	11/29/2021		12142021	59647	94,715.82	94,715.82	12/23/2021	INV	PD	CITY BUILDING
INVOICE:21648-04			CHECKDATE:12/14/2021								
						126,104.82					
7744 CHASE											
71998		10/03/2021		12172021	59677	18,516.00	18,516.00	12/01/2021	INV	PD	ACCT # 452411
INVOICE:0000028413			CHECKDATE:12/17/2021								
1137 CUSHMAN & WAKEFIELD, INC.											
71463	20200267	11/23/2021		12032021	59612	27,000.00	27,000.00	12/02/2021	INV	PD	Small busines
INVOICE:21085758			CHECKDATE:12/03/2021								
762 DJL MATERIAL & SUPPLY, INC.											
71974	20210314	11/22/2021		12142021	59654	13,576.50	13,576.50	12/23/2021	INV	PD	CRACK SEALER
INVOICE:66583			CHECKDATE:12/14/2021								
5472 DUCKETT LAW FIRM											
71965	20210207	12/07/2021		12142021	59655	14,508.36	14,508.36	12/30/2021	INV	PD	HARRASSMENT &
INVOICE:71965			CHECKDATE:12/14/2021								
1600 ENTERPRISE FM TRUST											
71502	20210008	12/03/2021		12092021	2915	12,750.30	12,750.30	12/20/2021	INV	PD	CITY WIDE FLE
INVOICE:FBN4340509			CHECKDATE:12/10/2021								
1016 HUMANA											
71468		11/16/2021		12032021	59621	124,707.28	124,707.28	12/02/2021	INV	PD	DECEMBER 2021
INVOICE:874851452			CHECKDATE:12/03/2021								
7277 RA MILLER CONSTRUCTION CO INC											

City of Monroe, OH

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
71585	20210184	12/07/2021		12142021	59666	11,550.88	11,550.88	12/30/2021	INV	PD	2021 ADA COMP
INVOICE:PAY APP #2			CHECKDATE:12/14/2021								
265 NATIONAL INSPECTION CORPORATION											
71981	20210019	11/30/2021		12162021	2929	13,530.74	13,530.74	12/31/2021	INV	PD	BUILDING SERV
INVOICE:7351			CHECKDATE:12/17/2021								
328 RUMPKE OF OHIO, INC											
72056		12/17/2021		12292021	2935	72,916.33	72,916.33	12/29/2021	INV	PD	CUST # 630010
INVOICE:0309762			CHECKDATE:12/30/2021								
572 US BANK NATIONAL ASSOCIATION											
72395		12/24/2021		PCRD1221	2945	115,230.59	115,230.59	01/11/2022	DIR	PD	DECEMBER 2021
INVOICE:1221PCRD			CHECKDATE:12/24/2021								
7071 WEX INC											
71508		11/30/2021		12092021	2924	19,325.96	19,325.96	12/20/2021	INV	PD	FUEL FOR NOVE
INVOICE:76420756			CHECKDATE:12/10/2021								
						19,325.96					
			16 INVOICES			1,402,876.88					

** END OF REPORT - Generated by Deborah Armitage **

CITY OF MONROE

FINANCIAL REPORTS

FOR THE PERIOD ENDING

January 31, 2022

CITY OF MONROE

Cash Position with Expected Revenue & Appropriation Totals

January 31, 2022

Target Percentage: 92%

Target Carryover: 3 months

Fund	Beginining Balance	Expected Revenue	YTD Revenue	% Received	Appropriation	YTD Expense	% Spent	Unexpended	Encumbrance	Ending Balance	Carryover in Months
1110 General	5,108,882	15,378,800	1,164,874	8%	17,627,213	675,154	4%	5,598,602	1,668,803	3,929,799	3
2101 Income Tax - Public Safety	468,206	2,777,100	250,270	9%	451,000	0		718,476	0	718,476	19
2210 Street	1,241,249	2,063,600	102,018	5%	2,835,193	168,641	6%	1,174,625	170,191	1,004,435	4
2220 State Highway	329,455	92,900	7,429	8%	346,449	140,354	41%	196,529	120,833	75,696	2
2230 Motor Vehicle License Tax	452,818	134,500	0		537,552	239,104	44%	213,714	161,107	52,608	1
2310 Fire - 1989 Levy	1,089,836	4,611,100	40,018	1%	4,203,509	481,584	11%	648,270	183,075	465,195	1
2320 Fire - 2005 Levy	1,010	0	0		0	0		1,010	0	1,010	0
2330 Public Safety FEMA Grant	13,983	2,700	0		8,000	0		13,983	0	13,983	20
2350 Coronavirus Relief Fund	0	0	0		0	0		0	0	0	0
2360 American Rescue Plan Act Fund	734,043		0		0	0		734,043	0	734,043	0
2410 Police Law Enforcement	729,950	3,651,900	0		3,841,199	518,037	13%	211,913	85,583	126,331	0
2420 DARE Grant	4,112	6,800	2,980	44%	6,500	0		7,093	0	7,093	13
2430 Enforcement & Education	6,431	1,400	110	8%	3,000	0		6,541	0	6,541	26
2440 Federal Asset Forfeiture	13,735	0	0		0	0		13,735	0	13,735	0
2450 Ohio Peace Officer Training	22,560	0	0		0	0		22,560	0	22,560	0
2510 Court Technology Improvement	7,348	8,000	480	6%	11,300	391	3%	7,437	350	7,087	7
2620 TIFs	1,211,805	2,307,900	0		2,429,767	78,168	3%	1,133,638	93,199	1,040,438	5
2720 RIDs	1,921,079	3,690,200	0		3,207,981	0		1,921,079	112,081	1,808,998	6
3101 Income Tax - Capital Projects	1,902,677	1,190,200	107,259	9%	2,240,410	22,440	1%	1,987,496	487,170	1,500,325	8
3110 Park Improvement	789,010	430,400	1,294	0%	4,295,626	240,147	6%	550,157	484,480	65,678	0
3120 Capital Improvement	4,911,130	-1,320,464	85,373	0%	5,145,464	353,047	7%	4,643,456	788,263	3,855,193	8
3620 CPO TIF - Capital	24,880	0	0		0	0		24,880	0	24,880	0
4110 G.O. Bond Retirement	353,914	200,000	0		821,000	0		353,914	0	353,914	5
4210 Water Bond Retirement	369,789	250,000	0		380,000	0		369,789	0	369,789	11
4310 S.A. Bond Retirement	615	0	0		1,105,100	0		615	0	615	0
4410 Income Tax Bond Retirement Fund	338,869	614,000	0		614,000	0		338,869	0	338,869	6
4610 Corridor 75 Park LTD TIF	124,941	0	0		0	0		124,941	0	124,941	0
5110 S.A. Street Lighting	6,771	250	0		6,759	1	0%	6,770	4,159	2,611	4
6110 Water	1,328,608	3,155,800	205,976	7%	2,865,308	147,202	5%	1,387,382	206,120	1,181,263	4
6115 Water Guarantee Deposit	47,300	0	-2,200	0%	0	0		45,100	0	45,100	0
6120 Water Capital Improvements	1,374,259	11,500	1,462	13%	3,924,005	369,988	9%	1,005,734	321,317	684,417	2
6125 Water Meter & Read System Repl	370,925	135,500	10,939	8%	204,718	7,895	4%	373,969	116,793	257,176	15
6210 Sewer	167,531	1,225,100	83,379	7%	1,380,241	7,031	1%	243,878	89,008	154,871	1
6310 Stormwater	213,508	474,500	25,310	5%	1,517,442	23,311	2%	215,507	176,028	39,479	0
6315 Stormwater Deposit Fund	563,383	0	0			0		563,383	0	563,383	0
6410 Garbage	176,598	1,014,600	83,285	8%	973,512	78,524	8%	181,359	0	181,359	2
6510 Cemetery	151,879	95,900	12,248	13%	102,779	343	0%	163,785	16,829	146,956	17
6610 Street Lighting Utility	30,747	127,600	7,782	6%	150,050	10,244	7%	28,285	0	28,285	2
7100 Cemetery Maintenance Trust	61,671	6,000	401	7%	0	0		62,072	0	62,072	0
7110 Mound Cemetery Trust	69,474	1,200	91	8%	10,000	0		69,565	0	69,565	83
7120 Long Street Trust	2,502	100	4	4%	250	0		2,505	0	2,505	120
7310 Fire Historic Preservation	1,471	0	0		0	0		1,471	0	1,471	0
7320 Fire Loss Security	21,371	0	0		0	0		21,371	0	21,371	0
7410 Drug Law Enforcement Trust	83,824	17,100	380	2%	20,000	50	0%	84,154	5,000	79,154	47
	26,844,150	**42,356,186**	**2,191,161**		**61,265,326**	**3,561,655**		**25,473,656**	**5,290,386**	**20,183,270**	

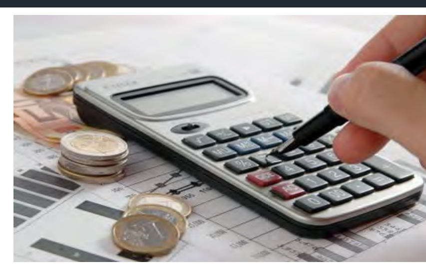
MUNICIPAL INCOME TAX
MONTHLY REPORT JANUARY 2022

TAX DOLLARS AT WORK

The City of Monroe works hard to ensure your tax dollars are used to support our community. Income tax dollars are used to provide ***quality services*** that contribute to the ***quality of life*** in Monroe. These services include:

BUDGET: ARE WE ON TRACK?

The City creates a **Budget** to make sure its money is used wisely. The budget lists the income that the City expects to receive and the ways it will use that money to best benefit the community.

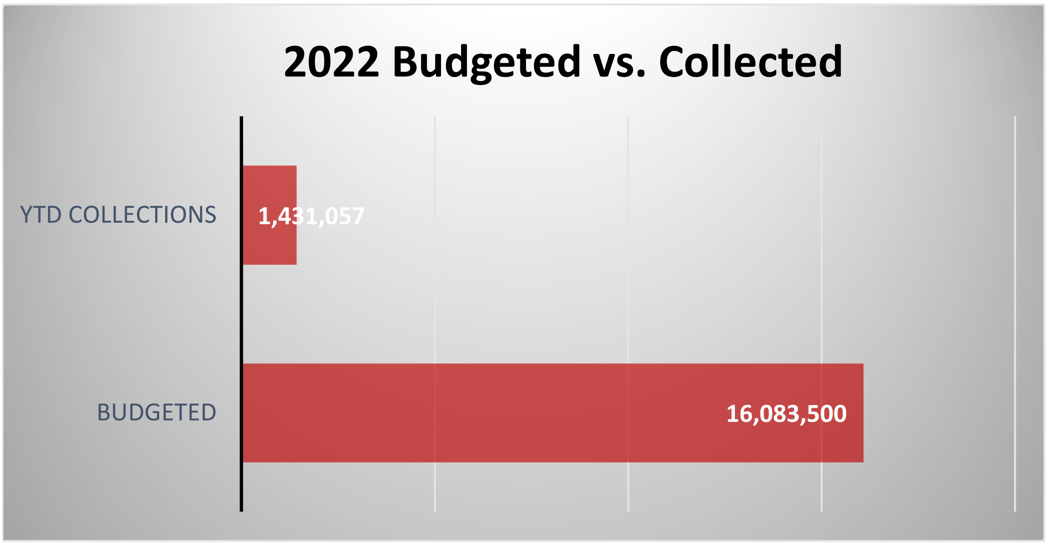


Each year, the Finance Department creates an estimate, or "best guess," of how much income tax money they expect to receive. They compare the last ten years of income tax collections to get an average percentage of change. Then they use a combination of that percentage and any potential economic development changes that might occur in the City to calculate an estimate of anticipated income tax dollars for the following year.

For 2022, the Finance Department estimates receiving approximately $16,083,500 in income tax dollars.

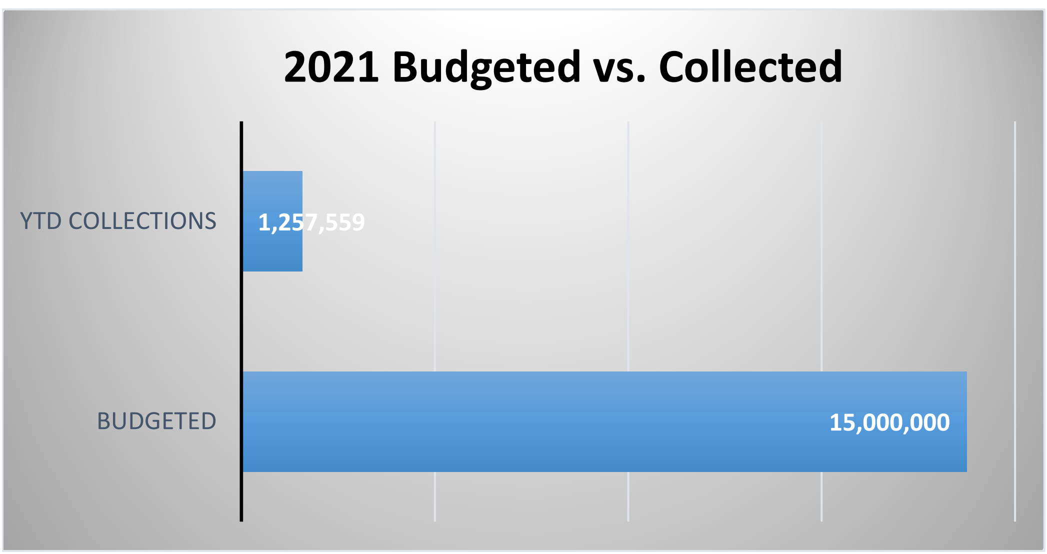
Budget
$16,083,500

As of the end of January, we have collected (YTD) $1,431,057 in income tax dollars. This equals to approximately 9% of the budget estimate.



Collected
9%

Target % Collected:
01 / 12 = *8%*



Collected
8%

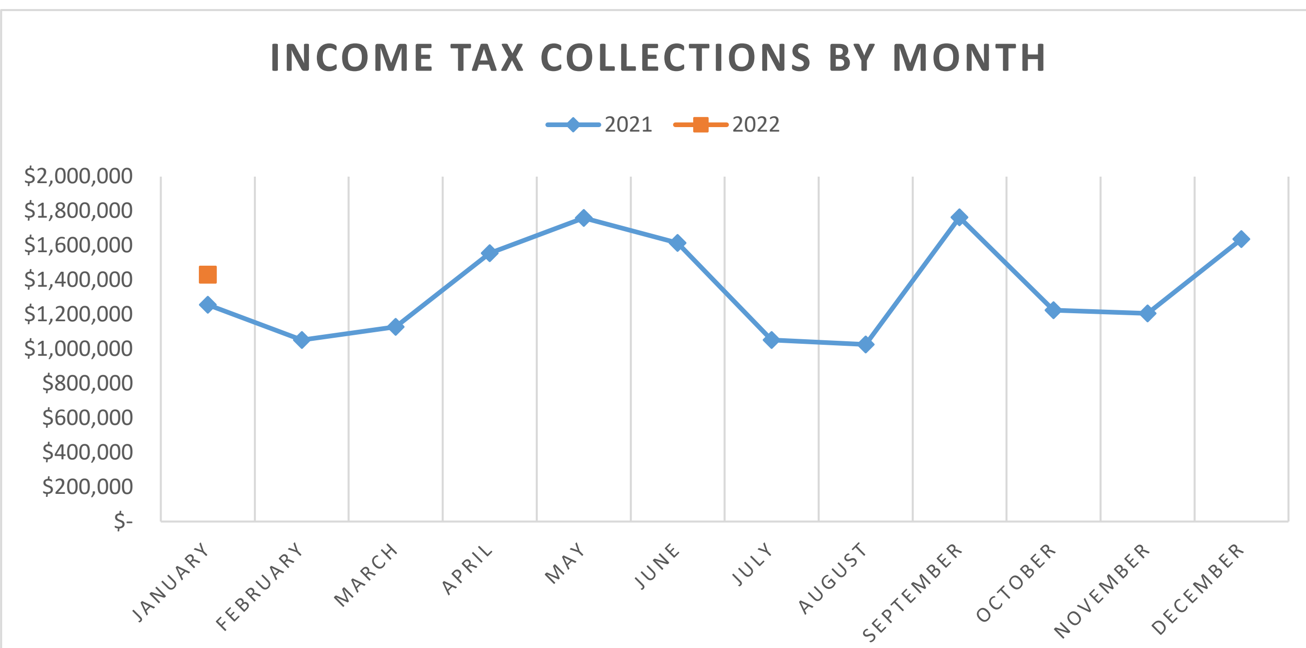
Target % Collected:
01 / 12 = *8%*

REVENUE COLLECTED 2021 VS. 2022

For January, income tax collections were 14% higher in 2022 than at the same time last year. Overall, the City has collected $173,458 more in 2022 than at the same time last year.

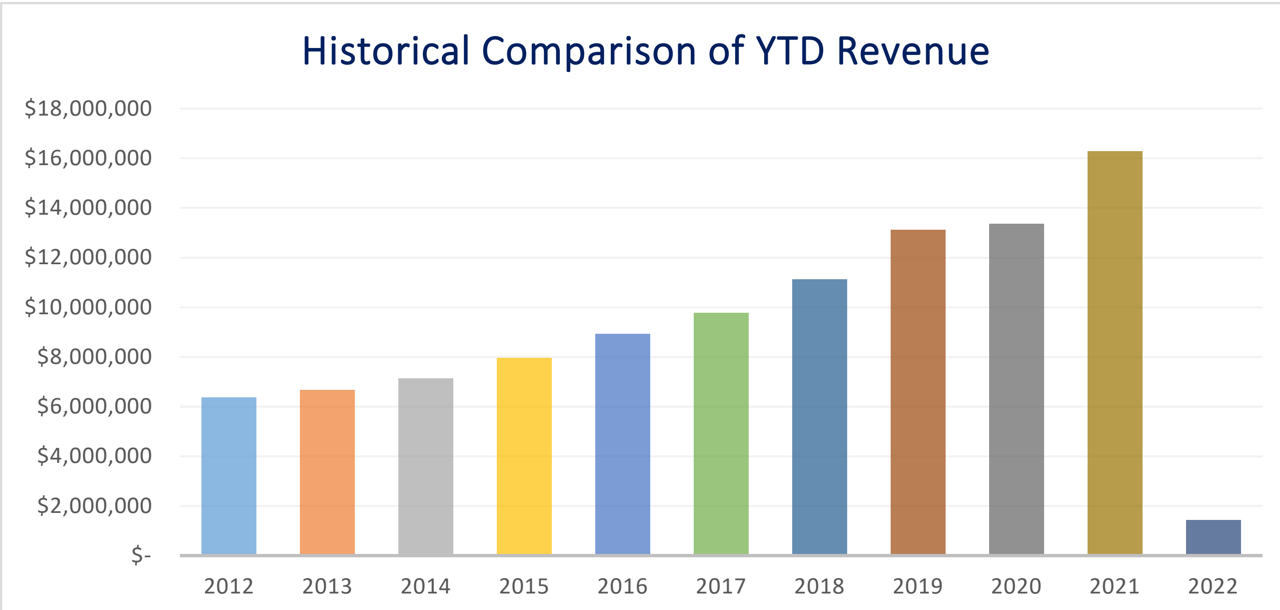
	2021		2022		Monthly %	Yearly %
	MONTH	YTD	MONTH	YTD	Change	Change
January	$ 1,257,599	$ 1,257,599	1,431,057	$ 1,431,057	*14%*	*14%*
February	$ 1,052,399	$ 2,309,998				
March	$ 1,129,004	$ 3,439,002				
April	$ 1,555,900	$ 4,994,902				
May	$ 1,759,889	$ 6,754,791				
June	$ 1,614,750	$ 8,369,541				
July	$ 1,052,832	$ 9,422,372				
August	$ 1,026,776	$ 10,449,148				
September	$ 1,763,562	$ 12,212,710				
October	$ 1,224,931	$ 13,437,641				
November	$ 1,207,607	$ 14,645,248				
December	$ 1,638,548	$ 16,283,796				
TOTAL	$ 16,283,796		$ 1,431,057			*($14,852,739)*

Income tax collections typically spike in April and October. The below chart demonstrates the annual flow of revenue received.



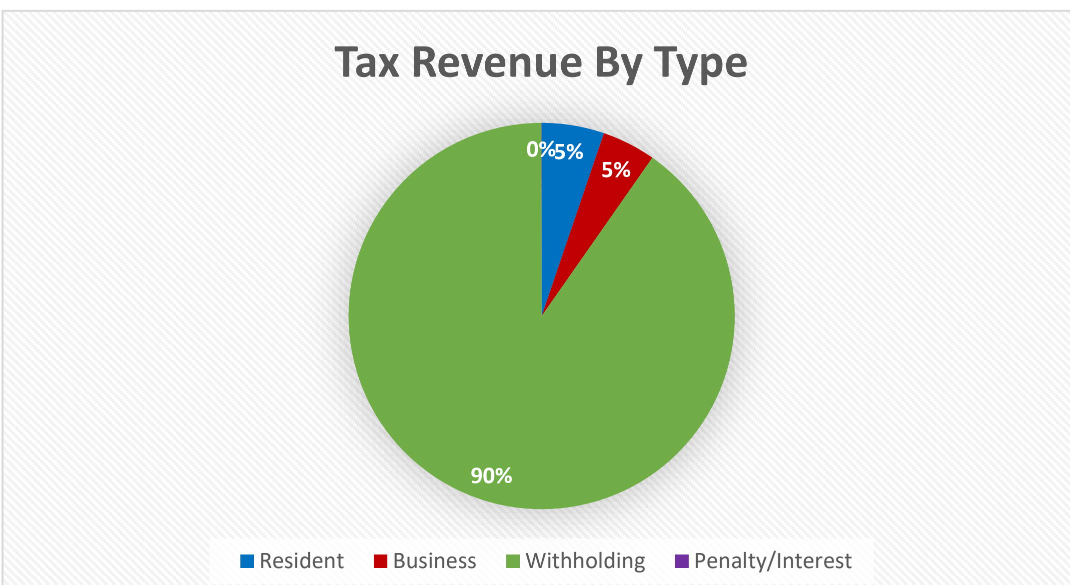
HISTORICAL COLLECTION OF TAX REVENUE

Over the last ten years, income tax revenue has steadily increased.



INCOME TAX COLLECTION BY TYPE

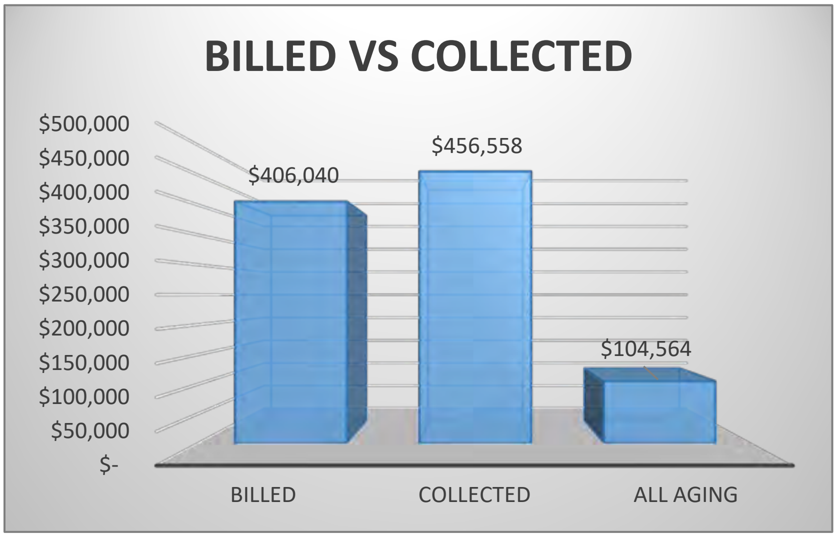
Of the income tax revenue collected in January, 90% is from withholding, 5% is from net-profit, 5% is from individual, and the remaining 0% is penalty/interest.



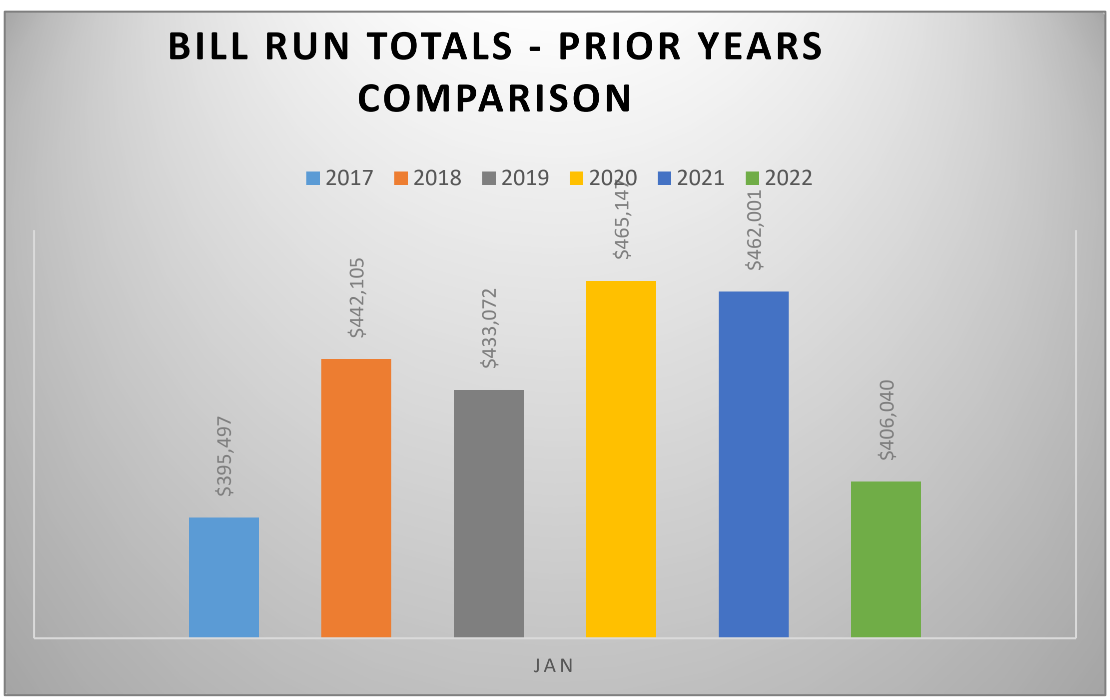
UTILITY BILLING REPORTING - JANUARY 2022

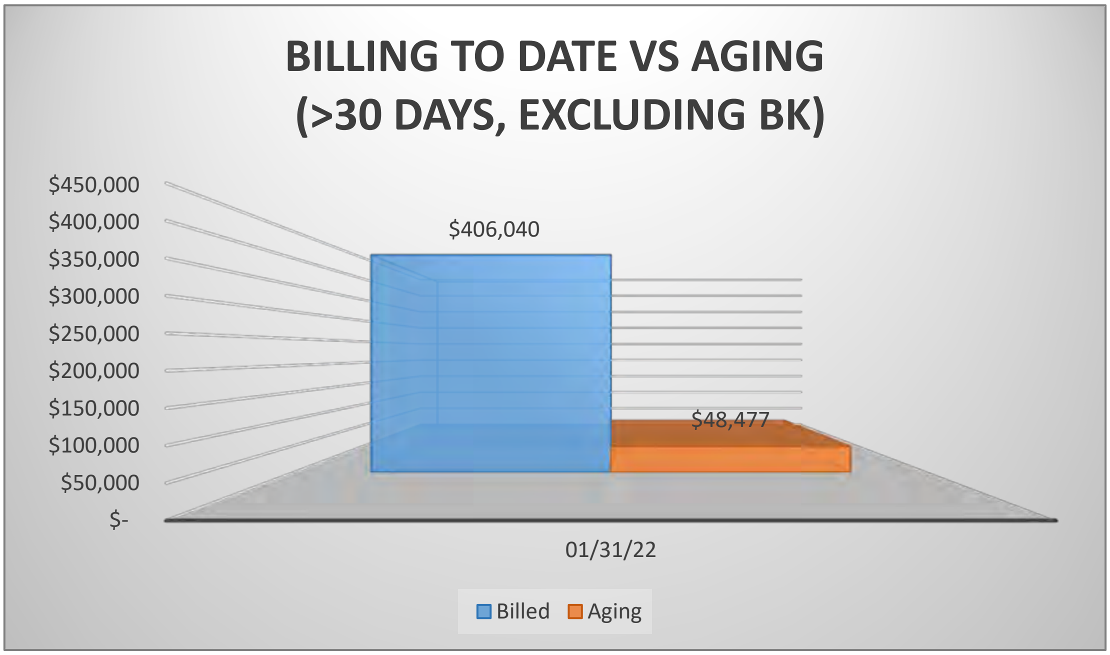
YTD Billed vs Collected

To date, the Utility Billing department billed $406,040 and has collected $456,558 (this includes balances from 2021). The curent aging balance in total is $104,564
The aging over 30 days is $48,477



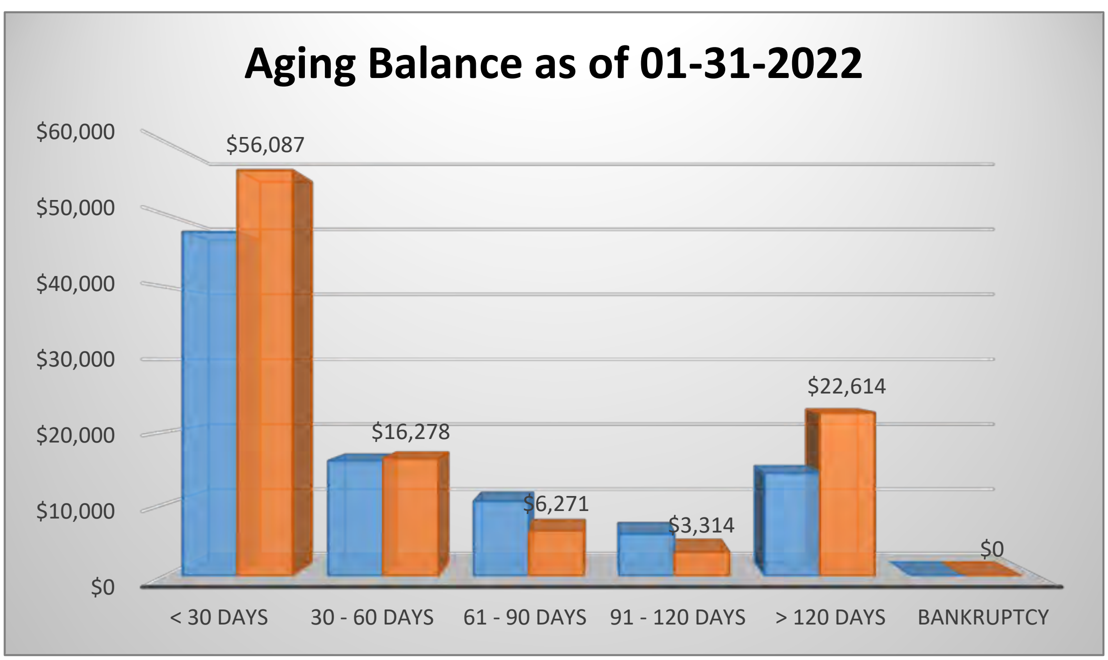
The bill run totals for prior years are listed below for comparison.

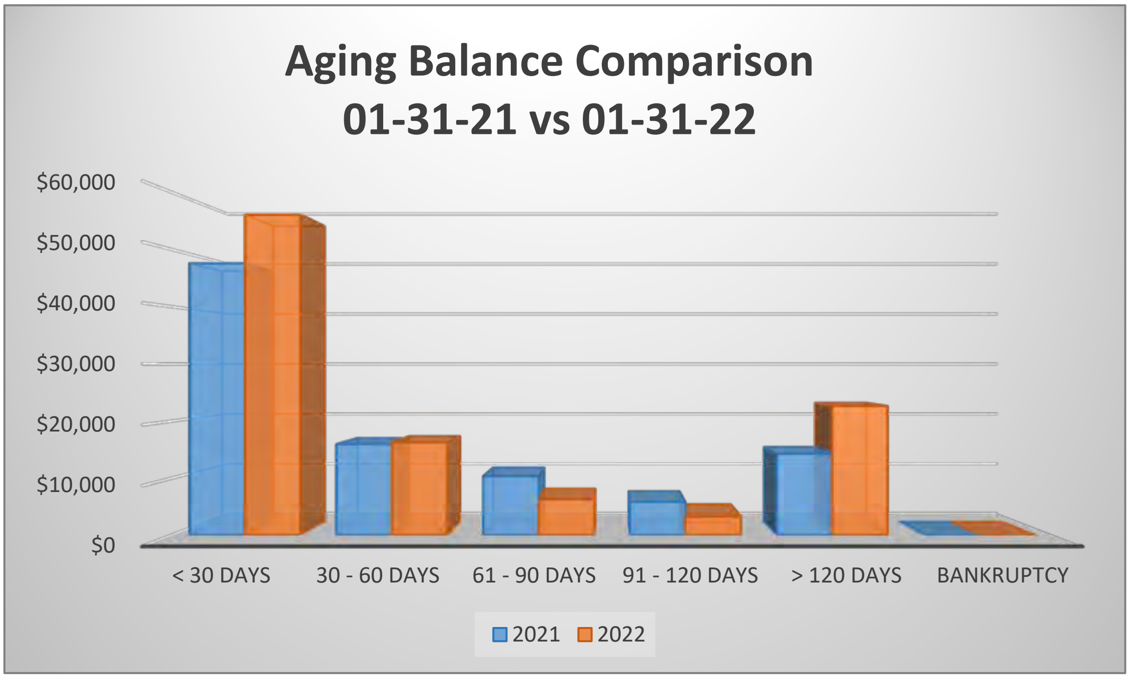


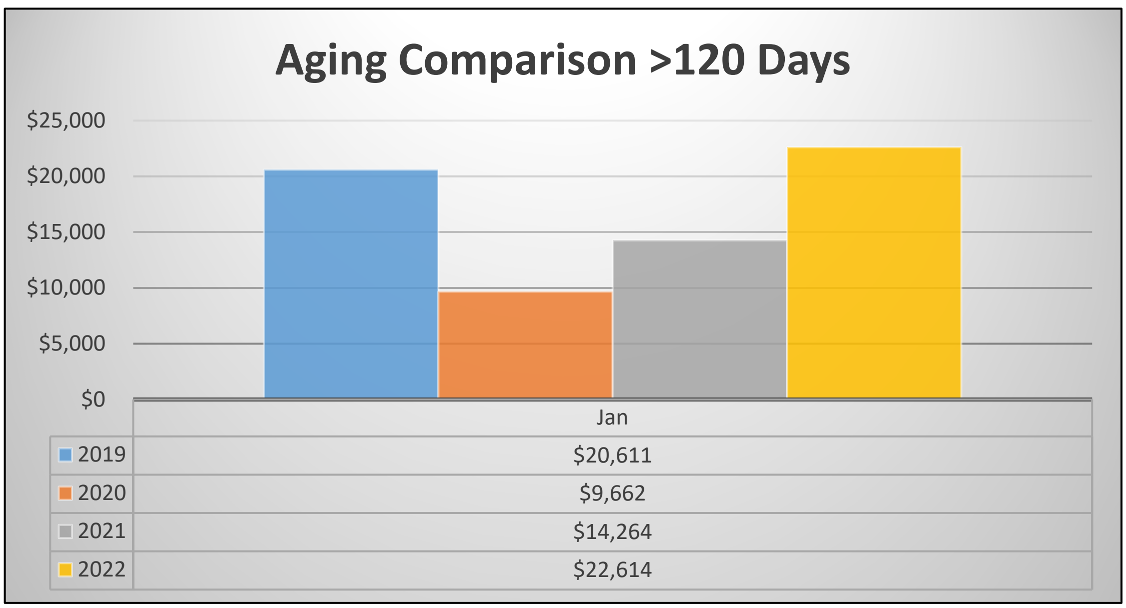


Monthly Aging Report

As of January 31, 2022 the uncollected receivables for Utility Billing totaled $104,564
Any account with a balance over 15 days past due is subject to disconnect (if a water account) and is eligible for selection on the weekly cut off report once 2 weeks notice has been provided on the utility bills.




Aging Balance Comparison
01-31-21 vs 01-31-22
$60,000
$50,000
$40,000
$30,000
$20,000
$10,000
$0
< 30 DAYS
30 - 60 DAYS
61 - 90 DAYS
91 - 120 DAYS
> 120 DAYS
BANKRUPTCY
2021
2022


Aging Comparison >120 Days
$25,000
$20,000
$15,000
$10,000
$5,000
$0
Jan
2019 $20,611
2020 $9,662
2021 $14,264
2022 $22,614

US BANK GENERAL ACCOUNT
Jan-2022

Bank Balance		
US Bank		5,016,587.61
Adjustments		
O/S Withdrawls:		
Outstanding Checks	(607,500.24)	
Batch 27082 posted in January; hit bank in Feb	3,565.48	
Batch 3944; posted in January, hit bank in February	6,229.85	
Batch 27082, posted in January, hit bank in Feb	3,120.87	
Batch 3941; posted in January; hit bank in February	140.00	
Batch 27089; posted in January, hit bank in February	1,356.61	
Batch 27087, posted in January, hit bank in February	1,095.07	
Batch 27088, posted in January, hit bank in February	976.38	
	-	
O/S Deposits:	-	
	-	
	-	
Total Bank Adjustments		(591,015.98)
Adjusted Bank Balance		**4,425,571.63**

Book Balance		4,653,711.26
Adjustments		
O/S Expenses:	-	-
P Card Transactions	(230,445.47)	-
Bank Fees not recorded till March	2505.84	
O/S Expenses Total	(227,939.63)	
	-	
O/S Credits:	-	-
Utility Deposit recorded in February	(200.00)	
	-	
	-	
O/S Credits Total	(200.00)	
	(200.00)	
Total Book Adjustments		(228,139.63)
Adjusted Book Balance		**4,425,571.63**
Difference		-

Deborah Armitage, Assistant Finance Director

5/13/2022

Date

US BANK PAYROLL ACCOUNT
Jan-2022

Bank Balance		
US Bank		2,176,831.54
Adjustments		
Outstanding Checks:	(2,512.85)	
Outstanding ACH Debits:		
	-	
	-	
	-	
AFLAC FROM Oct, Nov, Dec	(61.45)	
Aflac Ck # 45504	(2,105.72)	
Total Bank Adjustments		(4,680.02)
Adjusted Bank Balance		**2,172,151.52**

Book Balance		2,172,151.52
Outstanding Expenses:		
H.S.A	-	-
	-	
Total Book Adjustments		-
Adjusted Book Balance		**2,172,151.52**
Difference		-

Deborah Armitage, Assistant Finance Director

5/13/2022

Date

ALL OTHER ACCOUNTS
Feb-2022

BANK/ACCT NAME	Acct #		BOOK BALANCE	O/S CREDITS	O/S EXPENSE	RECONCILED BALANCE	BANK BALANCE	O/S CHECKS & OTHER BANK ADJS	RECONCILED BANK BALANCE	DIFFERENCE
FF - Cell Tower Escrow 341568		101504	19,981.83			19,981.83	19,981.83		19,981.83	-
Raymond James		101650	13,192,155.54	-		13,192,155.54	13,192,155.54		13,192,155.54	-
STAROhio		101603	29,152.67	-		29,152.67	29,152.67		29,152.67	-
RedTree Investment Account		101901	6,521,684.49	-		6,521,684.49	6,521,684.49		6,521,684.49	-
H - 2010A Water Bond Trust	5081000041	101803	-	-		-	-		-	-
H - 2010B Water Bond Trust	5082000183	101804	0.84	-		0.84	0.84	-	0.84	-
H - '10 Combined Bond Reserve	69/165/465/456	101802	-	-		-	-	-	-	-
H - '17 Combined Refunding Accts	6851/6860						-			
			19,762,975.37	-	-	19,762,975.37	19,762,975.37	-	19,762,975.37	-
Total All Accounts			*26,588,838.15*	*(200.00)*	*(227,939.63)*	*26,360,698.52*	*26,956,394.52*	*(595,696.00)*	*26,360,698.52*	-

Deborah Armitage, Assistant Finance Director

5/13/2022
Date

Monthly Reconciliation

Monroe Mayor's Court
Reconciliation of accounts for January 2022

Report Date : 02/02/2022
Report Time : 08:22:04

BANK RECONCILIATION

Bank balance as of January 31, 2022		13,223.19
Minus Open Bonds		-225.00
Minus Uncleared Checks		-259.00
Plus Deposits in Transit		
+/- Misc Open Item -	CC fees	163.31
+/- Misc Open Item -	CK#1676,1677	-82.50
+/- Misc Open Item -	Dep	+50.00
Adjusted Bank Balance		12870.00
TOTAL TO BE DISBURSED		
Variance		- 0 -

BANK RECONCILIATION

Total Deposit (Including Miscellaneous Receipts)	$1,760.00
Payments by Charge Card | Online Payments | ACH	$11,110.00
Adjustments	$0.00
NSF checks	$0.00
Refunds	$0.00
Bond Monies Forfeited to City	$0.00
Bond Administration Fees	$0.00
Bond Assignments	$0.00

TOTAL TO BE DISBURSED $12,870.00

END OF REPORT

msrrecon

Reconciled by

Asst Finance Director
2/22/22

REVENUE

As of January 31, 2022

City of Monroe, OH

YEAR-TO-DATE BUDGET REPORT
REVENUE REPORT JANUARY 2022

FOR 2022 01

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
1110 GENERAL FUND	-15,378,800.00	-15,378,800.00	-1,164,874.38	-1,164,874.38	-14,213,925.62	7.6%
2101 INCOME TAX - PUBLIC SAFETY	-2,777,100.00	-2,777,100.00	-250,270.19	-250,270.19	-2,526,829.81	9.0%
2210 STREET FUND	-2,063,600.00	-2,063,600.00	-102,017.84	-102,017.84	-1,961,582.16	4.9%
2220 STATE HIGHWAY FUND	-92,900.00	-92,900.00	-7,428.72	-7,428.72	-85,471.28	8.0%
2230 MOTOR VEHICLE LICENSE TAX FUN	-134,500.00	-134,500.00	0.00	0.00	-134,500.00	.0%
2310 FIRE - 1989 LEVY FUND	-4,611,100.00	-4,611,100.00	-40,018.10	-40,018.10	-4,571,081.90	.9%
2330 FEMA FUND	-2,700.00	-2,700.00	0.00	0.00	-2,700.00	.0%
2410 POLICE LAW ENFORCEMENT FUND	-3,651,900.00	-3,651,900.00	0.00	0.00	-3,651,900.00	.0%
2420 DARE GRANT FUND	-6,800.00	-6,800.00	-2,980.38	-2,980.38	-3,819.62	43.8%
2430 ENFORCEMENT AND EDUCATION FUN	-1,400.00	-1,400.00	-110.00	-110.00	-1,290.00	7.9%
2510 COURT TECHNOLOGY IMPROVEMENT	-8,000.00	-8,000.00	-480.00	-480.00	-7,520.00	6.0%
2621 MONROE CROSSINGS (C1)	-500.00	-500.00	0.00	0.00	-500.00	.0%
2622 PARK 63/SUMMIT (C2)	-141,250.00	-141,250.00	0.00	0.00	-141,250.00	.0%
2623 MONROE COMMERCE CENTER (C3)	-800,000.00	-800,000.00	0.00	0.00	-800,000.00	.0%
2626 MIAMI VALLEY INDUSTRIAL (C6)	-70,000.00	-70,000.00	0.00	0.00	-70,000.00	.0%
2627 YANKEE ROAD (C7)	-23,000.00	-23,000.00	0.00	0.00	-23,000.00	.0%
2628 BERNS/DOUGLAS (C8)	-20,200.00	-20,200.00	0.00	0.00	-20,200.00	.0%
2629 FRICK GREENTREE (C9)	-550.00	-550.00	0.00	0.00	-550.00	.0%
2630 OSBOURNE (C10)	-200.00	-200.00	0.00	0.00	-200.00	.0%
2631 SATELLITE FARMS (C11)	-11,300.00	-11,300.00	0.00	0.00	-11,300.00	.0%
2633 CORRIDOR 75 #1 (C13)	-1,110,200.00	-1,110,200.00	0.00	0.00	-1,110,200.00	.0%
2634 CORRIDOR 75 #2 (C14)	-130,700.00	-130,700.00	0.00	0.00	-130,700.00	.0%

YEAR-TO-DATE BUDGET REPORT
REVENUE REPORT JANUARY 2022

FOR 2022 01

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
2722 HERITAGE GREEN (R2)	-256,000.00	-256,000.00	0.00	0.00	-256,000.00	.0%
2723 WYANDOT WOODS (R3)	-830,000.00	-830,000.00	0.00	0.00	-830,000.00	.0%
2724 GILMAR MEADOWS (R4)	-88,000.00	-88,000.00	0.00	0.00	-88,000.00	.0%
2725 MT PLEASANT (R5)	-81,000.00	-81,000.00	0.00	0.00	-81,000.00	.0%
2726 BRITTONY WOODS (R6)	-550,000.00	-550,000.00	0.00	0.00	-550,000.00	.0%
2727 TODD'S GLEN RESERVE (R7)	-138,000.00	-138,000.00	0.00	0.00	-138,000.00	.0%
2728 MAJESTIC OAKS (R8)	-1,000.00	-1,000.00	0.00	0.00	-1,000.00	.0%
2729 TRIMBLE FARM (R9)	-92,200.00	-92,200.00	0.00	0.00	-92,200.00	.0%
2732 MONROE CROSSINGS #1 (R12)	-635,000.00	-635,000.00	0.00	0.00	-635,000.00	.0%
2733 MONROE CROSSINGS #2 (R13)	-455,000.00	-455,000.00	0.00	0.00	-455,000.00	.0%
2734 MONROE CROSSINGS #3 (R14)	-403,000.00	-403,000.00	0.00	0.00	-403,000.00	.0%
2735 RESERVES OF MONROE XINGS (R15	-161,000.00	-161,000.00	0.00	0.00	-161,000.00	.0%
3101 INCOME TAX - CAPITAL PROJECTS	-1,190,200.00	-1,190,200.00	-107,258.65	-107,258.65	-1,082,941.35	9.0%
3110 PARK IMPROVEMENT FUND	-430,400.00	-430,400.00	-1,293.58	-1,293.58	-429,106.42	.3%
3120 CAPITAL IMPROVEMENT FUND	1,320,464.00	1,320,464.00	-85,372.84	-85,372.84	1,405,836.84	-6.5%
4110 G.O. BOND RETIREMENT FUND	-200,000.00	-200,000.00	0.00	0.00	-200,000.00	.0%
4210 WATER BOND RETIREMENT FUND	-250,000.00	-250,000.00	0.00	0.00	-250,000.00	.0%
4410 INCOME TAX BOND RETIREMENT FU	-614,000.00	-614,000.00	0.00	0.00	-614,000.00	.0%
5110 S.A. STREET LIGHTING FUND	-250.00	-250.00	0.00	0.00	-250.00	.0%
6110 WATER FUND	-3,155,800.00	-3,155,800.00	-205,975.80	-205,975.80	-2,949,824.20	6.5%
6120 WATER CAPITAL IMPROVEMENTS	-11,500.00	-11,500.00	-1,462.34	-1,462.34	-10,037.66	12.7%
6125 WATER METER& READ SYSTEM REPL	-135,500.00	-135,500.00	-10,939.03	-10,939.03	-124,560.97	8.1%

YEAR-TO-DATE BUDGET REPORT
REVENUE REPORT JANUARY 2022

FOR 2022 01

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
6210 SEWER FUND	-1,225,100.00	-1,225,100.00	-83,378.59	-83,378.59	-1,141,721.41	6.8%
6310 STORM WATER FUND	-474,500.00	-474,500.00	-25,309.73	-25,309.73	-449,190.27	5.3%
6410 GARBAGE FUND	-1,014,600.00	-1,014,600.00	-83,285.14	-83,285.14	-931,314.86	8.2%
6510 CEMETERY FUND	-95,900.00	-95,900.00	-12,248.40	-12,248.40	-83,651.60	12.8%
6610 STREET LIGHTING UTILITY	-127,600.00	-127,600.00	-7,782.11	-7,782.11	-119,817.89	6.1%
7100 CEMETERY MAINTENANCE TRUST	-6,000.00	-6,000.00	-701.16	-701.16	-5,298.84	11.7%
7110 MOUND CEMETERY TRUST FUND	-1,200.00	-1,200.00	-90.67	-90.67	-1,109.33	7.6%
7120 LONG STREET TRUST FUND	-100.00	-100.00	-3.64	-3.64	-96.36	3.6%
7410 DRUG LAW ENFORCEMENT TRUST	-17,100.00	-17,100.00	-380.00	-380.00	-16,720.00	2.2%
GRAND TOTAL	-42,356,186.00	-42,356,186.00	-2,193,661.29	-2,193,661.29	-40,162,524.71	5.2%

** END OF REPORT - Generated by Deborah Armitage **

EXPENSES

As of January 31, 2022

YEAR-TO-DATE BUDGET REPORT
EXPENSE REPORT JANUARY 2022

FOR 2022 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
1110 GENERAL FUND	16,622,947.00	17,627,212.53	781,105.67	781,105.67	1,671,702.65	15,174,404.21	13.9%
2101 INCOME TAX - PUBLIC SAFETY	451,000.00	451,000.00	0.00	0.00	0.00	451,000.00	.0%
2210 STREET FUND	2,674,808.00	2,835,193.02	141,059.61	141,059.61	170,190.72	2,523,942.69	11.0%
2220 STATE HIGHWAY FUND	86,750.00	346,448.68	140,354.34	140,354.34	120,832.63	85,261.71	75.4%
2230 MOTOR VEHICLE LICENSE TAX FUN	139,800.00	537,552.39	239,103.79	239,103.79	161,106.50	137,342.10	74.5%
2310 FIRE - 1989 LEVY FUND	4,122,067.00	4,203,509.09	440,057.39	440,057.39	183,074.51	3,580,377.19	14.8%
2330 FEMA FUND	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	.0%
2410 POLICE LAW ENFORCEMENT FUND	3,764,344.00	3,841,199.02	458,096.22	458,096.22	85,582.80	3,297,520.00	14.2%
2420 DARE GRANT FUND	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	.0%
2430 ENFORCEMENT AND EDUCATION FUN	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%
2510 COURT TECHNOLOGY IMPROVEMENT	11,300.00	11,300.00	390.91	390.91	350.00	10,559.09	6.6%
2621 MONROE CROSSINGS (C1)	1,820.00	1,820.00	0.00	0.00	0.00	1,820.00	.0%
2622 PARK 63/SUMMIT (C2)	106,600.00	106,600.00	0.00	0.00	0.00	106,600.00	.0%
2623 MONROE COMMERCE CENTER (C3)	753,600.00	796,443.88	0.00	0.00	42,843.88	753,600.00	5.4%
2626 MIAMI VALLEY INDUSTRIAL (C6)	131,500.00	260,022.99	78,167.59	78,167.59	50,355.40	131,500.00	49.4%
2627 YANKEE ROAD (C7)	18,700.00	18,700.00	0.00	0.00	0.00	18,700.00	.0%
2628 BERNS/DOUGLAS (C8)	14,700.00	14,700.00	0.00	0.00	0.00	14,700.00	.0%
2629 FRICK GREENTREE (C9)	410.00	410.00	0.00	0.00	0.00	410.00	.0%
2630 OSBOURNE (C10)	170.00	170.00	0.00	0.00	0.00	170.00	.0%
2631 SATELLITE FARMS (C11)	27,500.00	27,500.00	0.00	0.00	0.00	27,500.00	.0%
2633 CORRIDOR 75 #1 (C13)	1,072,000.00	1,072,000.00	0.00	0.00	0.00	1,072,000.00	.0%
2634 CORRIDOR 75 #2 (C14)	131,400.00	131,400.00	0.00	0.00	0.00	131,400.00	.0%

YEAR-TO-DATE BUDGET REPORT

EXPENSE REPORT JANUARY 2022

FOR 2022 01

2722 HERITAGE GREEN (R2)

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
2722 HERITAGE GREEN (R2)	203,300.00	203,300.00	0.00	0.00	0.00	203,300.00	.0%
2723 WYANDOT WOODS (R3)	658,000.00	764,781.20	0.00	0.00	106,781.20	658,000.00	14.0%
2724 GILMAR MEADOWS (R4)	86,010.00	86,010.00	0.00	0.00	0.00	86,010.00	.0%
2725 MT PLEASANT (R5)	91,050.00	91,050.00	0.00	0.00	0.00	91,050.00	.0%
2726 BRITTONY WOODS (R6)	425,500.00	425,500.00	0.00	0.00	0.00	425,500.00	.0%
2727 TODD'S GLEN RESERVE (R7)	116,700.00	116,700.00	0.00	0.00	0.00	116,700.00	.0%
2728 MAJESTIC OAKS (R8)	2,640.00	2,640.00	0.00	0.00	0.00	2,640.00	.0%
2729 TRIMBLE FARM (R9)	76,200.00	76,200.00	0.00	0.00	0.00	76,200.00	.0%
2732 MONROE CROSSINGS #1 (R12)	617,300.00	622,600.00	0.00	0.00	5,300.00	617,300.00	.9%
2733 MONROE CROSSINGS #2 (R13)	382,700.00	382,700.00	0.00	0.00	0.00	382,700.00	.0%
2734 MONROE CROSSINGS #3 (R14)	315,000.00	315,000.00	0.00	0.00	0.00	315,000.00	.0%
2735 RESERVES OF MONROE XINGS (R15	121,500.00	121,500.00	0.00	0.00	0.00	121,500.00	.0%
3101 INCOME TAX - CAPITAL PROJECTS	2,101,300.00	2,240,410.16	22,439.79	22,439.79	487,170.37	1,730,800.00	22.7%
3110 PARK IMPROVEMENT FUND	3,575,000.00	4,295,626.11	240,146.51	240,146.51	484,479.60	3,571,000.00	16.9%
3120 CAPITAL IMPROVEMENT FUND	4,101,000.00	5,145,463.60	353,046.99	353,046.99	788,262.83	4,004,153.78	22.2%
4110 G.O. BOND RETIREMENT FUND	821,000.00	821,000.00	0.00	0.00	0.00	821,000.00	.0%
4210 WATER BOND RETIREMENT FUND	380,000.00	380,000.00	0.00	0.00	0.00	380,000.00	.0%
4310 S.A. BOND RETIREMENT FUND	1,105,100.00	1,105,100.00	0.00	0.00	0.00	1,105,100.00	.0%
4410 INCOME TAX BOND RETIREMENT FU	614,000.00	614,000.00	0.00	0.00	0.00	614,000.00	.0%
5110 S.A. STREET LIGHTING FUND	2,600.00	6,758.78	0.00	0.00	4,158.78	2,600.00	61.5%
6110 WATER FUND	2,696,579.00	2,865,308.33	155,423.30	155,423.30	206,119.61	2,503,765.42	12.6%
6120 WATER CAPITAL IMPROVEMENTS	3,232,700.00	3,924,004.72	369,987.62	369,987.62	321,317.10	3,232,700.00	17.6%

YEAR-TO-DATE BUDGET REPORT

EXPENSE REPORT JANUARY 2022

FOR 2022 01

6125 WATER METER& READ SYSTEM REPL ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
6125 WATER METER& READ SYSTEM REPL						
80,030.00	204,718.05	7,894.81	7,894.81	116,793.24	80,030.00	60.9%
6210 SEWER FUND						
1,291,233.00	1,380,240.86	7,941.34	7,941.34	89,007.86	1,283,291.66	7.0%
6310 STORM WATER FUND						
1,383,829.00	1,517,441.65	24,009.59	24,009.59	176,028.03	1,317,404.03	13.2%
6410 GARBAGE FUND						
973,512.00	973,512.00	79,170.30	79,170.30	0.00	894,341.70	8.1%
6510 CEMETERY FUND						
85,950.00	102,778.75	343.00	343.00	16,828.75	85,607.00	16.7%
6610 STREET LIGHTING UTILITY						
150,050.00	150,050.00	10,244.00	10,244.00	0.00	139,806.00	6.8%
7110 MOUND CEMETERY TRUST FUND						
10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
7120 LONG STREET TRUST FUND						
250.00	250.00	0.00	0.00	0.00	250.00	.0%
7410 DRUG LAW ENFORCEMENT TRUST						
20,000.00	20,000.00	50.00	50.00	5,000.00	14,950.00	25.3%
GRAND TOTAL						
55,868,949.00	61,265,325.81	3,549,032.77	3,549,032.77	5,293,286.46	52,423,006.58	14.4%

** END OF REPORT - Generated by Deborah Armitage **

CHECKS OVER $10,000

For January 31, 2022

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
438 BUTLER COUNTY WATER & SEWER DEPT											
72095		12/29/2021		01102022	59715	85,223.36	85,223.36	12/31/2021	INV	PD	ACCT # 304868
INVOICE:72095			CHECKDATE:01/10/2022								
1041 CIVICA NORTH AMERICA, INC.											
72591	20220009	01/04/2022		01282022	59794	33,995.30	33,995.30	01/30/2022	INV	PD	ANNUAL SERVIC
INVOICE:M/US003754			CHECKDATE:01/28/2022								
2179 CT CONSULTANTS, INC.											
72588	20210153	12/31/2021		01272022	2970	10,345.13	10,345.13	12/31/2021	INV	PD	SIGNAL MANAGE
INVOICE:210204-8			CHECKDATE:01/28/2022								
6049 CXT INCORPORATED											
72542	20200177	05/06/2021		01212022	59753	86,150.00	86,150.00	12/31/2021	INV	PD	RESTROOM BUIL
INVOICE:383395			CHECKDATE:01/21/2022								
132 DIGITAL VISIONS, LLC											
72562	20210222	12/31/2021		01212022	59754	32,274.37	32,274.37	12/31/2021	INV	PD	MBC PARK SECU
INVOICE:6929			CHECKDATE:01/21/2022								
72563	20210326	12/31/2021		01212022	59754	13,921.00	13,921.00	12/31/2021	INV	PD	INSTALLATION
INVOICE:6939			CHECKDATE:01/21/2022								
						46,195.37					
1600 ENTERPRISE FM TRUST											
72402	20210008	01/01/2022		01132022	2949	12,642.02	12,642.02	01/31/2022	INV	PD	CITY WIDE FLE
INVOICE:FBN4373585			CHECKDATE:01/14/2022								
810 FORD DEVELOPMENT CORP.											
72529	20210187	10/31/2021		01212022	59757	199,583.60	199,583.60	12/31/2021	INV	PD	SR63 & LAWTON
INVOICE:PAY APPLICATION #3			CHECKDATE:01/21/2022								
72530	20210187	11/30/2021		01212022	59757	441,496.55	441,496.55	12/31/2021	INV	PD	SR63 & LAWTON
INVOICE:PAY APPLICATION #4			CHECKDATE:01/21/2022								
72621	20210187	12/31/2021		01282022	59798	247,625.41	247,625.41	12/31/2021	INV	PD	SR63 & LAWTON
INVOICE:PAY REQUEST # 5			CHECKDATE:01/28/2022								
						888,705.56					
1016 HUMANA											
72104		01/01/2022		01102022	59724	128,050.76	128,050.76	01/05/2022	INV	PD	JANUARY 2022
INVOICE:874851454			CHECKDATE:01/10/2022								
72625		01/18/2022		01282022	59804	126,128.87	126,128.87	01/30/2022	INV	PD	HUMANA FEBRUA
INVOICE:874851456			CHECKDATE:01/28/2022								
						254,179.63					
210 KIESLER POLICE SUPPLY, INC											
72548	20210321	01/11/2022		01212022	59762	11,957.40	11,957.40	01/30/2022	INV	PD	SHOTGUNS X 15

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
INVOICE:IN181251			CHECKDATE:01/21/2022								
603 OHIO MACHINERY CO											
72525	20210231	12/30/2021		01212022	59768	57,629.12	57,629.12	12/31/2021	INV	PD	CAT 259 SKID
INVOICE:SS0000017384			CHECKDATE:01/21/2022								
72557	20210232	12/30/2021		01212022	59768	96,046.91	96,046.91	12/31/2021	INV	PD	CAT 259 DH3 S
INVOICE:SS0200009916			CHECKDATE:01/21/2022								
						153,676.03					
1146 PUBLIC ENTITIES POOL OF OHIO											
72085	20220022	01/01/2022		01102022	59727	28,887.50	28,887.50	01/02/2022	INV	PD	PROPERTY & LI
INVOICE:R5009PC2022-1			CHECKDATE:01/10/2022								
328 RUMPKE OF OHIO, INC											
72484		01/18/2022		01202022	2966	73,308.09	73,308.09	02/02/2022	INV	PD	CUSTOMER # 63
INVOICE:0311215			CHECKDATE:01/21/2022								
722 SERVICE SUPPLY LTD, INC											
72547	20210180	12/15/2021		01212022	59777	48,658.74	48,658.74	12/31/2021	INV	PD	NEW PLAYGROUN
INVOICE:22822			CHECKDATE:01/21/2022								
72546	20210181	12/20/2021		01212022	59777	53,173.10	53,173.10	12/31/2021	INV	PD	NEW PLAYGROUN
INVOICE:22823			CHECKDATE:01/21/2022								
						101,831.84					
1203 STAPLES											
72456	20210218	12/21/2021		01212022	59781	64,650.08	64,650.08	12/31/2021	INV	PD	CITY BUILDING
INVOICE:3495592082			CHECKDATE:01/21/2022								
374 TYLER TECHNOLOGIES, INC											
72492	20220037	01/01/2022		01212022	59784	11,679.61	11,679.61	01/30/2022	INV	PD	OSDBA 01/16/2
INVOICE:045-360933			CHECKDATE:01/21/2022								
6953 UNIVERSAL CONTRACTING CORPORATION											
72101	20210114	12/20/2021		01102022	59734	19,890.30	19,890.30	12/31/2021	INV	PD	PHASE 1B MONR
INVOICE:8			CHECKDATE:01/10/2022								
572 US BANK NATIONAL ASSOCIATION											
72930		01/24/2022		PCRD0122	2977	230,445.47	230,445.47	02/09/2022	DIR	PD	JANUARY 2022
INVOICE:0122PCRD			CHECKDATE:01/24/2022								
7071 WEX INC											
72090		12/31/2021		01072022	2944	18,767.24	18,767.24	12/31/2021	INV	PD	FUEL FOR DECE
INVOICE:77304175			CHECKDATE:01/10/2022								
7685 WSP USA INC											

City of Monroe, OH

VENDOR INVOICE LIST

DOCUMENT	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	DESCR
72629	20210268	12/31/2021		01282022	59818	14,977.00	14,977.00	12/31/2021	INV	PD	INSPECTIONS,
INVOICE:1131539			CHECKDATE:01/28/2022								
							14,977.00				
		25 INVOICES				2,147,506.93					

** END OF REPORT - Generated by Deborah Armitage **