



**Monroe Council Agenda
Regular Meeting
September 13, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes – Council Minutes of August 23, 2022; Finance Committee Minutes of August 23, 2022; Public Works Committee Minutes of August 25, 2022; and Public Involvement Committee Minutes of September 1, 2022.

Visitors

Committee Reports

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

Old Business

New Business

Emergency Resolution No. 35-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and The Kleingers Group for professional engineering services to upgrade the existing 6 inch water main along Mason Road to a 12 inch water main and declaring an emergency.

Emergency Resolution No. 36-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Fishbeck for professional engineering services to evaluate options for the water distribution system east of Interstate 75 and declaring an emergency.

Emergency Resolution No. 37-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of Education of the Butler Technology and Career Development Schools for School Resource Officer services and declaring an emergency.

Emergency Resolution No. 38-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of Education of the Monroe Local District for School Resource Officer services and declaring an emergency.



Resolution No. 39-2022. A Resolution accepting the amounts as determined by the Budget Commission and authorize the necessary tax levies and certifying them to the County Auditor.

Resolution No. 40-2022. A Resolution authorizing the City of Monroe to use the standard allowance for the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

Resolution No. 41-2022. A Resolution authorizing the City Manager to enter into an Equipment Lease Agreement by and between the City of Monroe and Moeller Brew Barn, LLC for equipment previously located at the Monroe Bicentennial Commons Park.

Ordinance No. 2022-26. An Ordinance amending and supplementing Ordinance No. 2022-22, 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.

Emergency Ordinance No. 2022-27. An Ordinance determining to adjust special assessments levied for the purpose of constructing certain improvements and declaring an emergency.

Emergency Ordinance No. 2022-28. An Ordinance determining to adjust special assessments levied for the purpose of constructing certain improvements and declaring an emergency.

Consideration of Motion authorizing the expenditure of \$119,821.00 to Buckeye Power Sales for generators at Fire Station 61 and 62.

Consideration of Motion authorizing the additional expenditure of \$10,300.00 for the previously approved Snow Plow Truck ordered in June of 2021.

Consideration of Motion scheduling a special meeting of Council for the purposes of a Budget Retreat on October 29, 2022, at 8:00 a.m.

Consideration of Motion accepting the Finance Reports of May and June 2022 as submitted.

Consideration of Motion requesting a hearing on the issuance of a D2 Liquor Permit to American Way BBQ Inc. located at 11 American Way.

- **Executive Session.** To review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Administrative Reports

- Chief John Centers – Battalion Chief's Vehicle Options

Adjournment



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Old Business

New Business

Emergency Resolution No. 35-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and The Kleingers Group for professional engineering services to upgrade the existing 6 inch water main along Mason Road to a 12 inch water main and declaring an emergency.

Priority: Well Managed Services and Infrastructure

Background. This request by the Public Works Director is for engineering services for the redesign of a 12" water main on Mason Road. This proposed line will run from Gallaher Road to Pierson-Sayer Boulevard. There is currently a 6" water main that runs down Mason Road that stops short of going under Interstate 75 and has been failing often recently. The new 12" water main was designed within an expanded right of way to accommodate a road improvement in the future and allow us to have a third feed under Interstate 75. When we attempted to purchase right of way and easements for this purpose, we determined that the landowners were not willing to negotiate a favorable price and we determined that it would be less expensive to move the water main to the center of the existing right of way. The cost to redesign this water main is \$19,500.00.



We currently have this money available in a water consulting – 61138000-52313 line of the 2022 budget. This does not add any additional impact to this year's budget.

Emergency Resolution No. 36-2022. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Fishbeck for professional engineering services to evaluate options for the water distribution system east of Interstate 75 and declaring an emergency.

Priority: Well Managed Services and Infrastructure

Background. This request by the Public Works Director is for engineering services. He is requesting the an engineering services agreement with Fishbeck Engineering to complete a study that will evaluate two options concerning our water distribution system east of Interstate 75. With our water contract with Butler County Water and Sewer set to expire at the end of 2023, the City needs to evaluate what is necessary to help alleviate stress on our water distribution system, especially east of Interstate 75. Fishbeck handles the computer model of our water distribution system, so they are the clear choice for this job. To go with another company would cost four to five times more because a new computer model would need to be created. A report is included in this packet to give more background on this project. We are evaluating the options of buying water from Warren County for everything east of Interstate 75 versus continuing to bring Butler County water under the Interstate and up size our feeds under Interstate 75. I am asking for this as an emergency due to the timing of the study along with the time needed for the City to evaluate these options before negotiations would begin with Butler County Water and Sewer on new rates.

Emergency Resolution No. 37-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of Education of the Butler Technology and Career Development Schools for School Resource Officer services and declaring an emergency.

Priority: Strategic Growth and Development

Background. The Police Chief is requesting a resolution to authorize the City Manager to enter into a contract with Butler Tech for a full-time school resource officer at the Natural Science Center in Monroe. This would be an upgrade from the current contract that provided a limited number of hours of school resource officer's presence on that campus.

This request from Butler Tech was made as they are opening their new facility on that campus soon. This contract is closely aligned with our contract with Monroe Local Schools in which the school will pay half the annual cost of the officer's salary and benefits for this service. There is also a stipulation in the contract that it will automatically renew each school year and the cost will adjust based on step increases outlined in the collective bargaining agreement for the police officers that is in effective at the start of the school year. It also provides stipulations for either party to modify or dissolve the contract with notice.



Emergency Resolution No. 38-2022. A Resolution authorizing the City Manager to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of Education of the Monroe Local District for School Resource Officer services and declaring an emergency.

Priority: Strategic Growth and Development

Background. The Police Chief is requesting an agreement that will replace the existing agreement with Monroe Locals Schools, primarily to add the hours that one of the school resource officers would have been assigned to the Butler Tech Natural Sciences Campus and have two school resource officers assigned full time to the Monroe Local School District. Also, update language to align with best practices in providing school resource officer services.

Resolution No. 39-2022. A Resolution accepting the amounts as determined by the Budget Commission and authorize the necessary tax levies and certifying them to the County Auditor.

Priority: Good Governance

Background. The City is required to submit a proposed Tax Budget to Butler County by July 20. The 2023 Tax Budget was approved by City Council on July 12, 2022. The County's Budget Commission reviews the budget and then certifies the review and provides an estimate to the City of the rate of each property tax necessary to be levied by the City. Then, City Council must review and formally authorize these rates. This resolution must be sent back to Butler County by October 1, 2022.

For the 2023 budget, the General Fund levy and the Police levy are projected to increase \$20,000 from last year. The Fire levies are projected to increase by \$30,000.

Resolution No. 40-2022. A Resolution authorizing the City of Monroe to use the standard allowance for the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

Priority: Good Governance

Background. The American Rescue Plan Act (ARPA) was passed by Congress on March 10, 2021 and signed into law on March 11, 2021. ARPA created the Local Fiscal Recovery Fund to provide funding to all cities and counties throughout the nation. The funds can be used to cover costs incurred between March 3, 2021 and December 31, 2024. The funds must be obligated by December 31, 2024 and expended by December 31, 2026.

On June 22, 2021, City Council passed Resolution 32-2021 authorizing the City Manager to sign the U.S. Dept. of Treasury terms and conditions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and on July 13, 2021, City Council passed Ordinance 2021-24 establishing the American Rescue Plant Act Fund (Fund # 2360).

The U.S. Dept. of Treasury required all non-entitlement units (NEU) of government (generally those entities with a population of less than 50,000) to submit all required agreements and



documentation, and a project and expenditure report for the period ending March 31, 2022 by April 30, 2022. The required reports, agreements and supporting documentation were submitted to the U.S. Dept. of Treasury. The City received a total of \$1,473,947.04 in ARPA allocations. The City has not approved any projects or expenditures to date as each project and expenditure will be approved individually by City Council.

The U.S. Treasury's Final Rule provided greater flexibility and simplicity for recipients. Recipients may elect a standard allowance of revenue replacement up to \$10 million (or up to their total allocation if less than \$10 million) which allows the funds to be used to provide government services, which generally includes any service traditionally provided by a government. The standard allowance also allows for the greatest amount of flexibility and simplifies the reporting requirements required by the U.S. Department of Treasury.

Therefore, the Finance Director is recommending that the standard allowance be use for those funds received by the City.

Resolution No. 41-2022. A Resolution authorizing the City Manager to enter into an Equipment Lease Agreement by and between the City of Monroe and Moeller Brew Barn, LLC for equipment previously located at the Monroe Bicentennial Commons Park.

Priority: Strategic Growth and Development

Background. This agreement formalizes the long-term lease of specific amusement park equipment to Moeller Brew Barn, LLC. This Equipment Lease Agreement applies to equipment previously discussed with City Council. No new equipment has been included in this lease.

City Council previously discussed allowing Moeller Brew Barn to use equipment from the Americana site in order to give a local feel to their new location in Monroe. While the idea was well-received at Council, staff does not have formal authorization for the City Manager to enter into a lease agreement. This legislation rectifies that situation.

Ordinance No. 2022-26. An Ordinance amending and supplementing Ordinance No. 2022-22, 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.

Priority: Good Governance

Background. The details including the funds and reasoning for the supplemental appropriation requests are included in the Council packet for review. The two supplemental appropriation requests are necessary in order to make a contractually obligated economic development incentive payment and to move forward with the purchase of a generator and vehicle for the Fire Department. Additional supplemental appropriation requests will come before Council, likely at the September 27, 2022 meeting, related to general budget adjustments, and not tied to specific expenditures.



Emergency Ordinance No. 2022-27. An Ordinance determining to adjust special assessments levied for the purpose of constructing certain improvements and declaring an emergency.

Priority: Good Governance

Background. Attached is the Annual Administrator's Report which contains year-ending information on the Warren County Port Authority Development Revenue Bonds (ohio communities accelerator fund) Series 2021B (MONROE SPECIAL ASSESSMENT Project) for 2021 and the required information for 2022 and 2023.

The Special Assessment per acre is \$14,584.43. The City shall certify the amounts indicated on page 10 (Table F) to the Warren County Auditor which has been attached as Exhibit "B". The amounts previously certified by Council to the Warren County Auditor's office are attached as Exhibit "A".

Emergency Ordinance No. 2022-28. An Ordinance determining to adjust special assessments levied for the purpose of constructing certain improvements and declaring an emergency.

Priority: Good Governance

Background. Attached is the Annual Administrator's Report which contains year-ending information on the Warren County Port Authority Special Obligation Development Revenue Bonds (ohio communities accelerator fund) for 2021 and the required information for 2022 and 2023.

The Special Assessment per acre is \$3,114.19. The City shall certify the amounts indicated on page 13 (Table C-3) to the Warren County Auditor which has been attached as Exhibit "B". The amounts previously certified by Council to the Warren County Auditor's office are attached as Exhibit "A".

Consideration of Motion authorizing the expenditure of \$119,821.00 to Buckeye Power Sales for generators at Fire Station 61 and 62.

Priority: Well Managed Services and Infrastructure

Background. The Fire Chief is requesting approval for the purchase of a Station Generator which will replace the existing one at Station 62 located at 6262 Hamilton-Middletown Road. The current generator has come to the end of its useful life and is starting to require repairs and replacement that are not financially insignificant. Additionally, the current generator is not able to supply power to the entire station, which will cause operational issues during prolonged outages, including potential use as an area of refuge for citizens or a back-up Emergency Operations Center for the City. We are proposing increasing the size of the replacement generator, which will allow all functions of the station to operate at 100%. This approval is time sensitive as price increases have been occurring as a result of material costs and supply chain issues. The quoted price is



guaranteed until September 21, 2022. This pricing was bid under State Bid procedures for this item. A copy of the quote from Buckeye Power Sales is included for your review.

Consideration of Motion authorizing the additional expenditure of \$10,300.00 for the previously approved Snow Plow Truck ordered in June of 2021.

Priority: Well Managed Services and Infrastructure

Background. The Public Works Director is seeking approval for the cost increase of a plow truck cab and chases which was ordered in June of 2021. The truck was just recently delivered to the dealership and the City was informed that there was a cost increase of \$10,300.00 from the manufacturer to the dealer. The State of Ohio, through the office of procurement, has given vendors the ability to pass along surcharges charged by the manufacturers. Attached are three separate documents:

- A copy of the purchase order.
- A letter from the State of Ohio stating that it is legal to pass along the surcharge.
- An updated price sheet that reflects the surcharge.

When looking at the updated price sheet and purchase order, you will notice that we have enough money in the purchase order to cover the cost increase. This is due to the trade-in value of the truck we are trading on this new one. .

Consideration of Motion scheduling a special meeting of Council for the purposes of a Budget Retreat on October 29, 2022, at 8:00 a.m.

Consideration of Motion accepting the Finance Reports of May and June 2022 as submitted.

Consideration of Motion requesting a hearing on the issuance of a D2 Liquor Permit to American Way BBQ Inc. located at 11 American Way.

Background. No action needed unless Council desires to request a hearing.

- **Executive Session.** To review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Administrative Reports

- Chief John Centers – Battalion Chief's Vehicle Options

Adjournment



**Monroe Council Minutes
Regular Meeting
August 23, 2022 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Mayor Funk opened the regular meeting of Council at 6:30 p.m. The Fire Department Honor Guard led everyone in the Pledge of Allegiance.

Roll Call

Council members present: Marc Bellapianta, Tom Callahan, Jason Frentzel, Keith Funk, Christina McElfresh, and Ben Wagner

Mr. Bellapianta moved to excuse Dr. Clark; seconded by Mrs. McElfresh. Voice vote. Motion carried.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of August 9, 2022; seconded by Mr. Wagner. Voice vote. Motion carried.

Visitors

- Law Director Callahan administered the Oath of Office to Ethan Motley, Chase Collins, and Matthew Schueler as Firefighter/Paramedic/EMT
- Law Director Callahan administered the Oath of Office to Josh Crone as Fire Lieutenant

Committee Reports

Mr. Frentzel reminded everyone about the Budget Retreat scheduled for Saturday, August 27, 2022, at 8:00 a.m. He noted that there is a parade at 9 a.m. so no one should be parking on the street.

Old Business

Resolution No. 32-2022. A Resolution approving participation in Region 14 Governance Structure under The OneOhio Memorandum of Understanding. (Second Reading)

Mr. Brock reported this is one of three pieces of legislation related to the OneOhio Recovery Foundation related to the opioid settlement.



Mrs. McElfresh moved to consider this the second reading of Resolution No. 32-2022 and have it read by title only; seconded by Mr. Frentzel. Voice vote. Motion carried.

The Clerk of Council read Resolution No. 32-2022 by title only.

Mrs. McElfresh moved to adopt Resolution No. 32-2022; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

New Business

Emergency Resolution No. 33-2022. A Resolution accepting the lowest and/or best bid submitted for the Brittany Heights Concrete Assessment Rehabilitation Project, approve a ten percent contingency fee, authorize the City Manager to enter into a contract by and between the City of Monroe and Jackson Construction Inc. for said project, and declaring an emergency.

Mr. Brock advised this awards the contract for the Brittany Heights Concrete Assessment Program. He further advised \$300,000 was budgeted for this project due to providing the property owners the option to have the work completed themselves as opposed to the City's contractor completing the work. As a result the cost is reduced. The bid is for \$64,663 and staff is requesting the addition of a contingency amount of 10%, which still puts this below the engineer's estimate.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Resolution No. 33-2022 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The Clerk of Council read Emergency Resolution No. 33-2022 by title only.

Mrs. McElfresh moved to adopt Emergency Resolution No. 33-2022; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Emergency Resolution No. 34-2022. A Resolution appointing an Initial Region 14 Representative and Alternate Representative to the OneOhio Recovery Foundation, Inc. Board and declaring an emergency.

Mr. Brock explained this approves the Region 14 representatives to the OneOhio Recovery Foundation Board.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Resolution No. 34-2022 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 Emergency Resolution No. 34-2022 by title only.

Mrs. McElfresh moved to adopt Emergency Resolution No. 34-2022; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.



Emergency Ordinance No. 2022-24. An Ordinance establishing the OneOhio Opioid Settlement Fund and declaring an emergency.

Mr. Brock noted this creates the fund for funds received from the opioid settlement.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Ordinance No. 2022-24 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Wagner. Voice vote. Motion carried.

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

Mrs. McElfresh moved to adopt Emergency Ordinance No. 2022-24; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Emergency Ordinance No. 2022-25. An Ordinance amending and supplementing the Traffic Code and General Offenses Code of the Codified Ordinances to bring City law into conformity with State law and declaring an emergency.

Mr. Brock reported this updates the Traffic Code and General Offenses Code as our Code mirrors State law. Law Director Callahan explained that if charges are brought forth under the local code more of the fine money stays with the City.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Ordinance No. 2022-25 on two separate days, authorize its adoption on the first reading, and have it read by title only; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The Clerk of Council read Emergency Ordinance No. 2022-25 by title only.

Mrs. McElfresh moved to adopt Emergency Ordinance No. 2022-25; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Consideration of Motion. Authorize the City Manager to execute an application for an amendment to the Shops of Monroe Crossings Planned Unit Development.

Mr. Brock advised the City is a property owner within the overall Planned Unit Development and our Code requires all property owners sign so they are aware that an application for amendment has been submitted.

Mrs. McElfresh stated this project came before Planning Commission previously and the developer has resubmitted the project without the issues that previously existed.

Mrs. McElfresh moved to authorize the City Manager to execute an application for an amendment to the Shops of Monroe Crossings Planned Unit Development; seconded by Mr. Frentzel. Voice vote. Motion carried.



Administrative Reports

Chief Centers thanked City Council for the assistance through the battalion chief process.

Chief Centers explained that due to the shortage of chips and vehicles, he is unable to utilize Enterprise to secure a vehicle for the Battalion Chiefs. It could be 18 months or 1 year to obtain a vehicle. He is looking for a medium-duty, quad cab, pick up truck. It needs to be a larger vehicle to carry all of the necessary equipment. Chief Centers is looking for permission to attempt to locate a vehicle with a lease other than Enterprise. It is the same type of lease typically utilized with Enterprise. Chief Centers advised that it will be a new vehicle so that we have a full warranty.

There were no objections from Council moving forward as recommended by Chief Centers.

Chief Buchanan reported the Monroe Local School District is interested in obtaining a therapy dog. The idea is joining one of these service dogs with one of the School Resource Officers. The school is looking at grant for training and this would be a rescue dog. They are currently evaluating the temperament of one. He noted this dog would be owned by the school and they will pay for the training.

Council expressed support to move forward with this.

Mrs. McElfresh asked about the status of the request for a guardrail on Cincinnati-Dayton Road.

Mr. Morton reported they have ordered new signs that flash when it gets dark and having the area restriping. Mr. Brock advised the traffic engineer for the City to take these steps prior to considering installing a guardrail.

Mrs. McElfresh asked about the letters that were to be sent to the businesses on Todhunter Road and Mr. Brock replied he just signed the letters today and they will be mailed tomorrow.

- **Executive Session** – To review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

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

Council adjourned into executive session at 7:19 p.m.

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



Adjournment

Mr. Wagner moved to adjourn; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The Council meeting adjourned at 8:13 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



**Finance Committee of Council
August 23, 2022 – 5:33 p.m.
233 South Main Street, Monroe, Ohio**

The Finance Committee of Council met at 5:30 p.m. on August 23, 2022 in the Council Library located at 233 South Main Street, Monroe, Ohio.

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

Relating to the Finance Reports, Mr. Frentzel has not heard any feedback from members of Council on the new format for the reports.

Mr. Bellapianta asked about the check in May to Majors Enterprises for \$53,143 for Monroe Bicentennial Commons. Mr. Brock replied that it is just completion of the utility contract that experienced a delay. Mr. Bellapianta asked if that was the remainder for this park. Mr. Burton will report back to the Committee on this.

Mr. Frentzel has read concerns that taxpayers have yet to receive their income tax refund and inquired as to the status. Mr. Burton replied that all of the current 2021 filings are current.

Mr. Burton reported that the legislation on Council's agenda this evening is to create the OneOhio Fund as the City received a little over \$10,000 from the opioid settlement. This fund will allow for the tracking of these funds. Mr. Burton advised this is the approximate amount that will be received over 18 years and can be carried over from year-to-year.

Mr. Burton announced that he is currently reviewing all of the policies and will bring back recommendations for any amendments.

Mrs. Waggaman briefly explained the overview of what Council can expect during the Budget Retreat on Saturday and an additional retreat will probably be necessary to allow the departments to talk through their requests.

The Finance Committee meeting adjourned at 5:57 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



**Public Works Committee of Council
August 25, 2022
233 South Main Street, Monroe, Ohio**

The Public Works Committee met on August 25, 2022 at 4:00 p.m. in the Council Library located at 233 South Main Street, Monroe, Ohio.

Present: Tom Callahan, Council Member; Ben Wagner, Council Member; Marc Bellapianta, Council Member; William J. Brock, City Manager; Gary Morton, Director of Public Works; and Angela S. Wasson, Assistant to the City Manager/Clerk of Council.

Mr. Morton advised that the existing contract for purchasing water from Butler County expires in 2024 and a new agreement will need to be entered into. Mr. Morton informed the Committee that providing water east of I-75 needs addressed. He explained when the City's water treatment plant was producing water the system was originally built to pump water from the east to the west. At that particular time, the existing growth on the east side of I-75 was not present.

Mr. Morton stated that since the City does not produce water any longer and it is 100% purchased from Butler County, we are struggling with providing sufficient fire flow east of I-75. There are several acres to develop and the situation will get worse over time.

Mr. Morton reported that Fishbeck created the City's water model in 2007 and updated it in 2020. It is a good representation of our system. Mr. Morton would like to have Fishbeck provide professional services to determine what is the best way to provide sufficient water flow east of I-75 prior to negotiating a new contract with Butler County.

Mr. Morton briefly explained other issues that Monroe is experiencing with water issues on the west side of I-75.

Mr. Wagner moved to recommend that Council authorize the agreement with Fishbeck as proposed; seconded by Mr. Callahan. Voice vote. Motion carried.

The Public Works Committee meeting adjourned at 4:53 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



Evaluating the Water Distribution System East of Interstate 75

HOW WE PURCHASE WATER

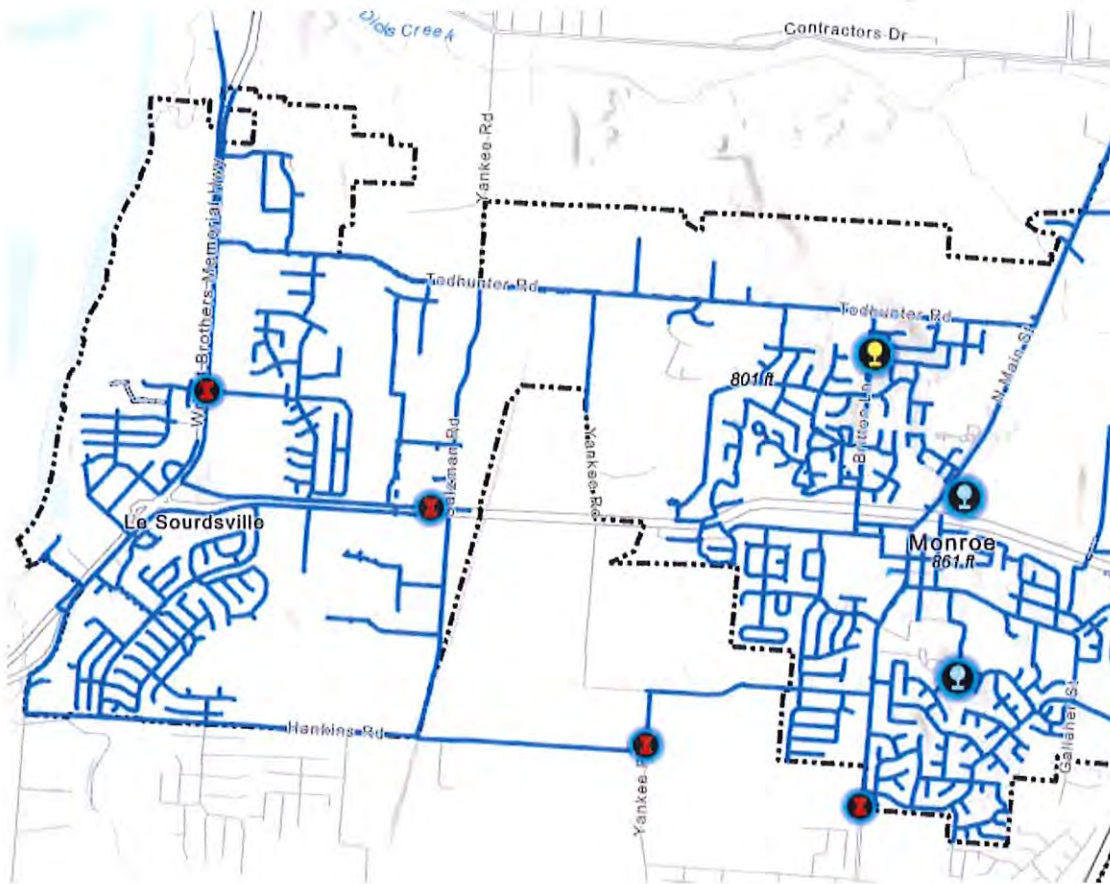
Currently, the City of Monroe owns and operates our water distribution system but purchases the water that runs through it. One hundred percent of Monroe's water is purchased through a contract with Butler County Water and Sewer. This city entered this contract on February 23, 2004, and it is set to expire after twenty years on February 23, 2024.

THE FUTURE

It is time for us to evaluate the deficiencies of our water distribution system and determine our future needs. Ahead of the contract negotiations with Butler County Water and Sewer, we must decide what is best for the system, and more importantly, what is best for our customers. This report provides background information on the state of our current system and highlights limitations, possible risks, and opportunities we are seeing today. Additionally, we need to determine what upgrades we need to accommodate our future growth over the next 20 years. We have determined two main options for the Committee and Council to evaluate and recommend using a modeling system to help determine the best course of action(s) to take.

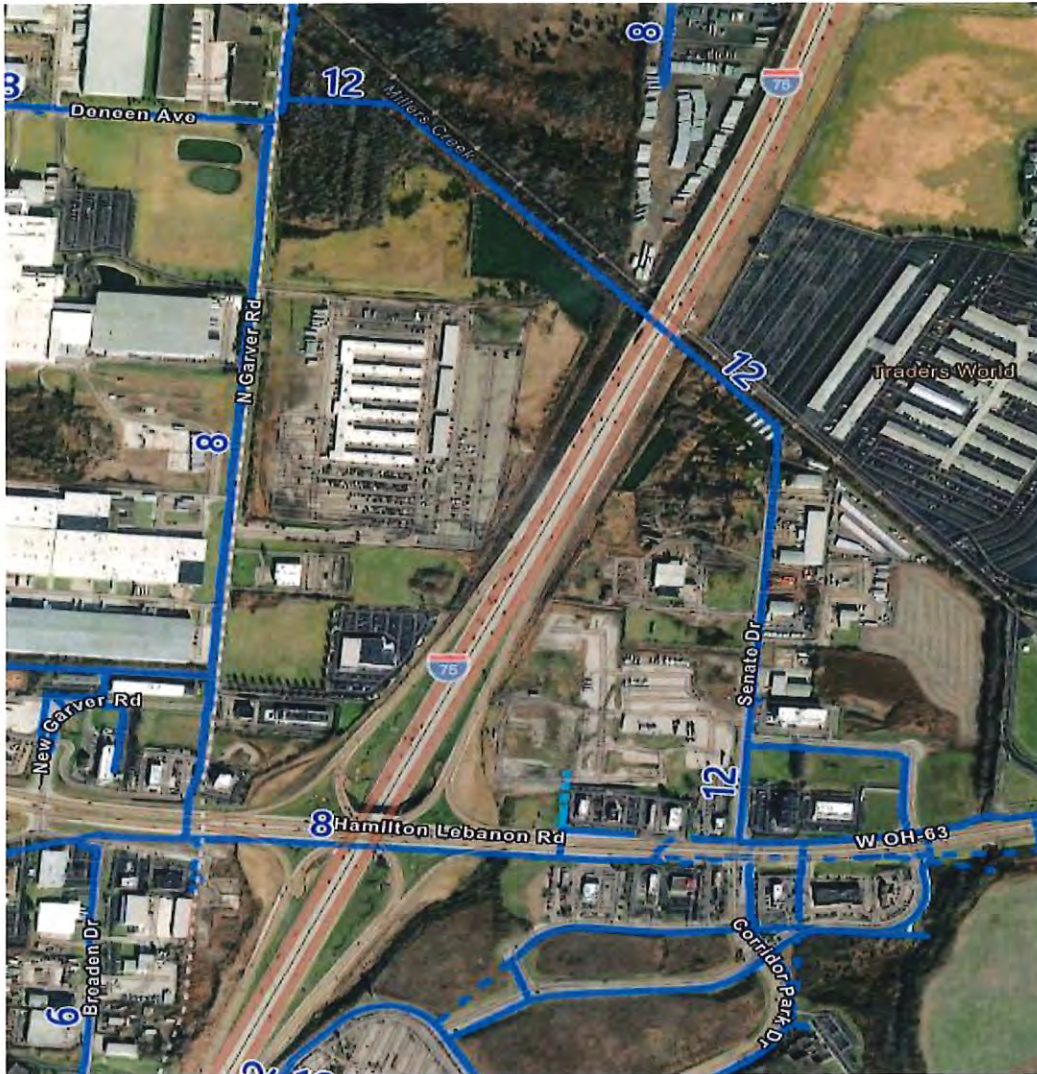
CONNECTION POINTS TO OUR SYSTEM AND WATER STORAGE

Monroe has four connection points to the Butler County system which supply's the city with water. All four of these connection points are on the west side of Interstate 75. Monroe also owns three water storage tanks which hold a total of 1.75 million gallons of water, all three tanks are on the west side of Interstate 75. The US EPA mandates that a community should hold in reserve one days' worth of the average water pumped per day. Currently, Monroe is purchasing about 1.77 million gallons per day from Butler County. The EPA does allow us to count Butler County's storage capacity as our own, so we are currently in compliance. In the event we cannot receive water from Butler County, we have less than 24 hours of water in reserve.



Functionality of the Water Distribution System

When the City of Monroe produced our own drinking water, the water treatment plant was located on the corner of State Route 63 and Union Road. The original distribution system was built to pump water from the east end of the city to the west. At that time very little development on the east side of Interstate 75 existed and the city west of Interstate 75 was also much smaller. Currently, there are two water mains that feed under Interstate 75. One is a 12" main made of asbestos cement that feeds off of Garver Rd. and follows the Ohio & Indiana Railroad going under Interstate 75 at the railroad via-duct, this water main was installed in 1971, making it 51 years old. The second feed is an 8" water main made of cast iron which feeds off the dead-end of Lebanon Street and goes under the southbound entrance ramp of Interstate 75 and ties-in to our system near the Waffle House, this main was installed in 1974, making it 48 years old.



A GROWING CITY PUTTING STRESS ON OUR WATER DISTRIBUTION SYSTEM

Explosive growth over the last twenty years throughout the city has created increased demand on our water distribution system. The water system on the east side of Interstate 75 has become stressed to the point we are currently not able to provide adequate fire flow rates to the far eastern part of the distribution system which includes the Park North industrial complex. Only having two feeds under Interstate 75 is the direct reason for the inability to provide proper flow rates. If a large water main break occurs west of Interstate 75, we will experience low to no water pressure east of Interstate 75, causing major problems for businesses.

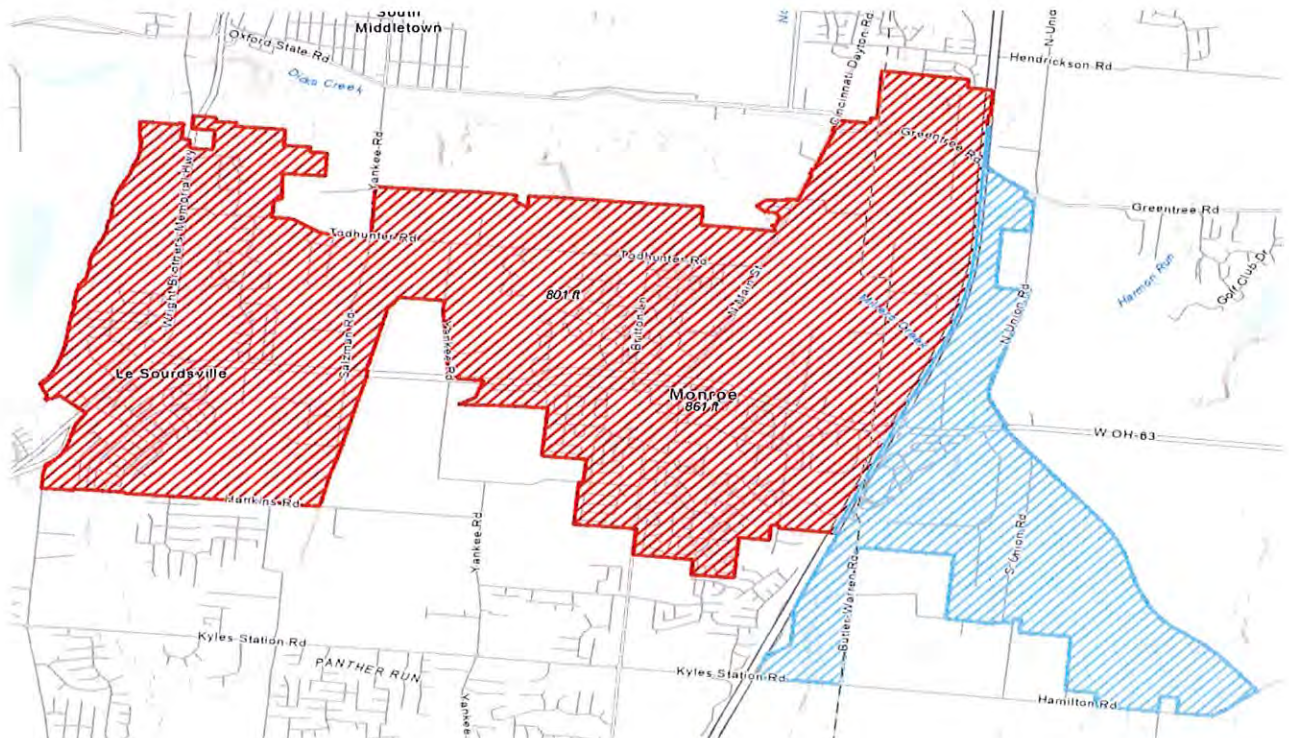
OPTIONS TO EVALUATE

There are two options which need explored so the city can determine what is the appropriate course of action for correcting the lack of available water east of Interstate 75.

Option 1: Continue purchasing all of our water from Butler County Water and Sewer and work towards getting the necessary water mains designed and installed as well as upgraded and replaced.

Option 2: Separate our water distribution system at Interstate 75. Everything west of Interstate 75 would remain being served by Butler County Water and Sewer. All customers east of Interstate 75 would feed from two connections with Warren County Water and Sewer. We currently have one emergency connection point with Warren County being installed on South Union Road.

On the surface there are strong arguments for each of these options. Each option has merit, and each option has disadvantage. It clearly is a major decision which needs to be made with clear scientific certainty so that we know our distribution system can handle the existing needs being asked of it now, and that it can handle what will ask of it in the future.



WHAT NEEDS TO BE EVALUATED

- Can Butler County Water and Sewer continue to provide the city with enough water through our continuing growth?
- What will be the estimated overall cost be to push more Butler County water under Interstate 75?
- Should the City of Monroe continue to rely on only one provider for all of our drinking water?
- How does separating our system and having two suppliers of water impact the city's permit with the US EPA?
- Can Warren County provide the city with adequate water and pressure?
- What is the overall cost to tie-in to Warren County Water and Sewer?
- What would Warren County's rate look like compared to Butler County's?
- Where would our second tie-in point with Warren County be?
- What size infrastructure needs designed and installed to correct the system deficiencies?

There are many other questions that need answered and analyzed to be able to evaluate and answer the question of what is best for the City of Monroe?

HOW DO WE SCIENTIFICALLY EVALUATE THE PROCESS

To make these evaluations, we have obtained a quote from Fishbeck Engineering to lead a study and evaluation of the two options provided above. Fishbeck is a trusted partner of the City of Monroe. Fishbeck has built and currently maintains the computer-generated model of Monroe's water distribution system. This model allows us to look at the system as it currently runs, and it also allows us to pose scenario's which could make improvements to our system or tell us if these scenario's will cause pinch points and problems within our system. This model gives us the scientific proof we need to make certain sound decisions are being made. With the aid of the model and Fishbeck's wealth of knowledge in water distribution systems, they are the clear choice to help guide the city through this major decision before us.

FEE SCHEDULE

Attached is the scope of services provided by Fishbeck for the project. The cost for this study is \$24,790.00. Money for this project is currently available in the 2022 budget.

August 18, 2022

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

**Proposal for Professional Services
Monroe, OH – Warren County Water Connection Evaluation**

Dear Gary:

Fishbeck is pleased to provide this proposal for professional services to the City of Monroe (City) for the Warren County Water Connection Evaluation model update. This proposal includes a statement of understanding for the project, a description of services to be provided, and a description of the related fees.

Statement of Understanding

The City retained Fishbeck in 2020 and 2021 to update their existing water system hydraulic model and use it to evaluate some planned system improvements. The City has requested a modeling analysis be completed to consider the impacts of future improvements or proposed developments in the southeastern portion of the water distribution system. In particular, the City would like to investigate a potential connection to the Warren County water distribution system near the intersection of State Route 63 and Union Road to supply portions of the City's water system east of Interstate 75.

Fishbeck will use the calibrated model previously updated as part of the 2020 and 2021 modeling and calibration studies to simulate supplying the southeastern portion of the City's water system as described above through Warren County. It should be noted that the southeastern portion of the City's water system demonstrated lower than predicted pressures during field testing. The City was able to identify a closed valve in the piping feeding this area, but it is unknown if that change fully resolved the issues there.

Scope of Services

We propose to model the addition of flow from Warren County's water distribution system, utilizing their system as the source of potable water to service customers in an area bordered on the west by Interstate 75, on the south by Nickel Road, on the east by Union Road, and on the north by Trader's World Flea Market. We will evaluate the hydraulic modeling results of the proposed Warren County supply, comparing flows and pressures of the existing infrastructure from the calibrated 2021 version with flows and pressures modeled using the addition of water from Warren County. To accomplish this, the following tasks are proposed:

Hydraulic Modeling Services

- Kickoff Meeting to review City goals and needs.
- Gather distribution system information from Warren County.
- Model a portion of the Warren County water distribution system, as relevant to this project, from information provided by Warren County.

- Maintain the hydraulic model for the City, updating it with any distribution system improvements or changes.
- Model and evaluate a maximum of three scenarios to connect the City distribution system and the Warren County water distribution system.
- Provide predicted pressure and available fire flow data for the area supplied by Warren County to determine the most hydraulically suitable scenario.
- Evaluate any potential improvements needed in the City's water distribution system to accommodate the new connection and potential developments in the area.

Summary Memo

- Provide a brief description of the evaluated scenarios.
- Summarize the results of each evaluation.
- Recommend a solution that best meets the needs of the City.
- Hold a review meeting with the City to review the draft memo, and our conclusions and recommendations.
- Update and finalize the memo based on input from the review meeting.

Professional Services Schedule and Fees

Fishbeck is ready to immediately begin the work outlined in this proposal. We anticipate this work will take three to four months from a notice to proceed. Our proposed fee for the scope of work presented is a lump sum cost of Twenty-Four Thousand Seven Hundred Ninety Dollars (\$24,790).

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

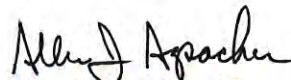
If you have any questions or require additional information, please contact me at 513.247.8572 or gedwards@fishbeck.com.

Sincerely,



Geoffrey Edwards
Senior Project Manager

By email



Allen J. Aspacher, PE
Vice President/Senior Project Manager

Professional Services Agreement

PROJECT NAME Monroe, OH – Warren County Water Connection Evaluation
FISHBECK CONTACT Geoff Edwards
CLIENT City of Monroe
CLIENT CONTACT Gary Morton
ADDRESS 1000 Holman Avenue, Monroe, OH 45050

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: In accordance with Fishbeck proposal dated August 18, 2022.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated August 18, 2022.
- ☐ Other:

METHOD OF COMPENSATION:

- ☒ Lump Sum for Defined Scope of Services
- ☐ Hourly Billing Rates plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: Twenty-Four Thousand Seven Hundred Ninety Dollars (\$24,790).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Monroe

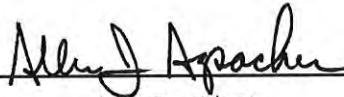
BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY: 

TITLE: _____

Vice President

DATE: _____

August 18, 2022

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



Public Involvement Committee of Council Minutes of September 1, 2022

The Public Involvement Committee of Council met at 5:35 p.m. on September 1, 2022 in the Council Chambers located at 233 South Main Street, Monroe, Ohio.

Present: Kelly Clark, Council Member; Christina McElfresh, Vice Mayor; Jason Frentzel, Council Member; Nancy Hutton, Regent of the Nathaniel Sackett Chapter of the Daughters of the American Revolution; Judy Shillinglaw, Representative of the Monroe Historical Society; William J. Brock, City Manager; Brian Perkins, Assistant Director of Public Works; David Leverage, Assistant Fire Chief; and Angela S. Wasson, Assistant to the City Manager/Clerk of Council.

Monument with Seal Update

Mrs. Wasson advised that the original estimate was \$25,000 and we are waiting on a written quote as they said it would cost \$23,200. Mr. Perkins noted that it was less since the City would be providing the benches and Butler Tech would begin next week or the following week.

Christmas on the Plaza

Dr. Clark reported that Santa is available during the first Saturday of December and asked if the Monroe Historical Society would be open during that time. Mrs. Shillinglaw will discuss this with the Board of Directors of the Society. The Committee agreed to hold Christmas on the Plaza December 3, 2022 with the tree lighting at 6:00 p.m. Mr. Perkins will get pricing on a tent and look into additional lighting. Mr. Frentzel will reach out to the Monroe Local School District Choir to see if they are available.

Memorial Day Ceremony

Mr. Brock received a request to provide more information on the ranks of the veterans and the war they were in to announce during the Roll Call. Mr. Brock suggested the honor students could possibly research this so they can earn community hours. Mr. Perkins will put together a scope of this project to submit to the school.

Mr. Brock reported that most of the Veterans Committee that put together the Memorial are gone. There are veterans in the community and Michael Marchetti would be willing to help put together a group to host the event.

Funding Requests for 2023

Dr. Clark would like to bring back a three-day festival and, because they take so long to plan, perhaps it could be in the fall of 2023 or in 2024. It would mean a funding increase to the Public Involvement Committee's fund of approximately \$20,000. Dr. Clark liked the idea of a City Fest to celebrate the City.



Discussion, questions, and requests for future meetings

Ms. Hutton asked if there are plans for Patriot's Day on 9/11. Mr. Leverage advised they normally have a ceremony, but he didn't have any details as it is planned through the Police Department. Mr. Brock will reach out to the Police Department for details and promote the event.

Dr. Clark announced there is a Food Truck Fair on September 15th.

The Public Involvement Committee meeting adjourned at 6:18 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

EMERGENCY RESOLUTION NO. 35-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE KLEINGERS GROUP FOR PROFESSIONAL ENGINEERING SERVICES TO UPGRADE THE EXISTING 6 INCH WATER MAIN ALONG MASON ROAD TO A 12 INCH WATER MAIN AND DECLARING AN EMERGENCY.

WHEREAS, upgrading the existing 6 inch water main to a 12 inch water main will allow for a third water feed under Interstate 75.

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and The Kleingers Group for professional engineering services to upgrade the existing 6 inch water main along Mason Road to a 12 inch water main. The terms and conditions of said agreement are marked Exhibit "A" attached hereto and made a part hereof.

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 Council deems it necessary to have completed plans so the project is ready for bid in January of 2023. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



CINCINNATI
COLUMBUS
DAYTON

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

Exhibit "A" E Res No. 35-2022

August 4, 2022

City of Monroe Public works
1000 Holman Drive
Monroe, Ohio 45050

ATTN: Mr. Gary Morton
Director of Public Works

RE: Proposal for Professional Services
Mason Road-Water Main

Dear Mr. Morton,

Thank you for giving The Kleingers Group the opportunity to provide you with this proposal for engineering services for the Mason Road water main improvements. The project is initiated by the need to upgrade the existing 6-inch water main along Mason Road to a 12-in main. Per your request and based on our discussions during our July 27, 2022 meeting, the new main along Mason Road will begin at Gallaher Road and connect to the existing main at Pierson Syre Blvd. A more detailed description of the scope of the improvements is presented under the "project description" heading of this proposal.

This letter is intended to communicate our understanding and expectations for the project as well as outline our proposal approach for completing the work and any assumptions we have made while preparing the proposal. The following sections provide a summary of the project, proposed scope of services, corresponding fee structure, timing, and other related project information. Should you have any questions or concerns, please feel free to contact us so we can discuss and refine the proposal to better suit your needs.

We look forward to working with you on this project. Thank you and have a great day!

Sincerely,

THE KLEINGERS GROUP

Nick Yeretzian, PE
Group Leader, Transportation & Infrastructure Group

cc: FILE

JOB #: 090493.004
REF:# 1.0



Project Summary

PROJECT DESCRIPTION

The project is initiated by the need to upgrade the existing 6-inch water main along Mason Road to a 12-in main. The limits of the proposed 12-inch water main along Mason Road are from the intersection of Mason Road with Gallaher Road to connect to the existing 12-inch water main at Pierson Syre Blvd. for an approximate length of 2,700-ft.

The proposed water main will be constructed ahead of the future Butler Warren Road and Mason Road reconstruction project and will accommodate the planned future roadway improvements. The subject roadway improvements are currently developed to a sufficient preliminary level by The Kleingers Group to allow for the design and construction of the proposed water main in such a manner that future reconstruction of these roads will not necessitate relocating the new main.

The proposed water main will be designed to minimize impacts to existing utilities and stay within the existing right of way.

PROJECT APPROACH

The Kleingers Group will utilize the existing topographic field survey and the preliminary construction documents for the Butler Warren Road and Mason Road improvements for the design of the new 12-inch water main.

Preliminary water main design will be prepared to investigate the water main alignment and measure impacts to existing utilities and eliminate the need for additional right of way. The preliminary alignment will be presented to the city for their review and approval prior to the further development of the final construction plans.

The proposed main will be designed in such a manner that planned future roadway improvements will not necessitate relocating the new water main horizontally or vertically.

The proposed water main alignment will be designed so no temporary or permanent right-of-way will be needed for construction. Consideration will be given to replace portions of existing culverts conflicting with any crossing proposed water main alignment in lieu of jack and bore to minimize construction costs.

The existing pavement will be restored where any trenching occurs in pavement along the water main alignment. However the existing surface course will not be milled and resurfaced per the city's request.

The construction documents will be coordinated with the Ohio Department of Transportation (ODOT) District 8 through the utility and Right of Way permit process for the I-75 Limited Access (L/A) crossing. Consideration will be given to leave the proposed water main alignment at the previous location (within the L/A limits) to minimize ODOT review and approval process.

A stub-out with gate valves (total of 3) will be placed at the Pierson Syre Blvd. terminus to allow for future extension of the 12" Main.

A complete set of water main plans ready for bidding and construction will be provided. The plans will be developed in two stages (Preliminary Design and Final Construction Documents) to facilitate a speedy delivery.

Improvements will be designed per The City of Monroe and applicable utility company standards.

The following page(s) outline the specific scope of services included with this proposal.



Scope of Services

1 – PRELIMINARY DESIGN

The Kleingers Group will prepare the preliminary design submittal documents for the selected water main alignment.

This phase of work includes the following tasks:

- Prepare the preliminary design submittal drawings consisting of the components outlined in Table A, as necessary.
- Prepare an itemized opinion of probable construction cost estimate.
- Provide preliminary design submittal to The City of Monroe, ODOT District 8, and affected utility companies.
- Attend one (1) meeting with project stakeholders for coordination and review of plan submission comments, as necessary.

* Note - For this scope of services, we expect the stakeholders list may include technical and/or management staff from: The City of Monroe, ODOT, and affected utility companies.

Deliverable(s) for this phase of work include:

- Electronic (native file and/or PDF) version of preliminary design submittal including design drawings and cost opinion exhibit.
- Copies of paper drawing sets / exhibits, as requested, for stakeholder review / coordination.

Proposed Fee: Preliminary Design \$12,000.

2 – FINAL CONSTRUCTION DOCUMENTS

The Kleingers Group will prepare final construction documents ready for bidding for the proposed improvements.

This phase of work includes the following tasks:

- Address the preliminary design submittal review comments and make plan revisions as necessary.
- Prepare design documents for the proposed improvements consisting of the components outlined in Table A, as necessary.
- Revise the itemized opinion of probable construction cost estimate.
- Prepare and submit Ohio EPA permit to install application on behalf of the City.
- Attend one (1) meeting with project stakeholders for coordination and review of plan submission comments prior to submittal of final construction documents, as necessary.
- Submit drawing package ready for bidding.
- Prepare and submit ODOT Utility/Right of Way permit on behalf of the City.
- Submit drawing plan sets to stakeholders for reference / coordination.

Deliverable(s) for this phase of work include:

- Full-sized (22x34) plan sets to stakeholders (Up to 4 sets).
 - Reduced (11x17) plan sets to stakeholders (Up to 10 sets).
 - Final opinion of probable construction cost estimate.
-



- Ohio EPA permit to install application.
- Electronic (native file and/or PDF) version of final document deliverables listed above.

Proposed Fee: Final Construction Documents \$7,500.

Summary of Fees

ID	Scope Description	Base Fee
1	Preliminary Design	\$12,000
2	Final Construction Documents	\$7,500
Sub Total		\$19,500
Grand Total		\$19,500

Table A: Drawing Set Submittal / Deliverable Components

Component	Preliminary Design	Final Construction Documents
Title sheet	☐	☒
Schematic layout (at 1"=100')	☐	☒
General Notes and Details	☐	☒
Plan and profile sheets (at 1"=20' H, 1"=5' V)	☐	☒
Cross sections (at 25-ft intervals and 1"=5' H & V)	☐	☒
Itemized Opinion of Probable Construction Cost Estimate	☐	☒
Ohio EPA Permit to Install Application		☒
ODOT Utility/Right of Way Permit		☒

Legend: ☐ Preliminary ☒ Detailed ☒ Final



Expenses

- ☒ Routine non-labor expenses are included in the proposed fees outlined in the Scope of Services.
- ☐ Routine non-labor expenses will be billed to the Client as reimbursable costs within the allowance outlined in the Scope of Services at a rate equal to 110% of the actual direct cost.

Routine non-labor expenses include printing of deliverables outlined in the Scope of Service, typical client meeting materials, routine copies, mileage to and from project sites and Client's office(s), normal field supplies, and other similar consumables used during regular business activities.

If special, project-specific consumables or tools are needed to complete this project, we reserve the right to charge those costs to the Client as reimbursable costs at a rate equal to 110% of the actual direct cost.

Schedule

We anticipate the work outlined in the Scope of Services will be completed to meet the City's needs and to allow for the bidding in January 2023 and construction in Spring 2023.

If there are specific milestones or timeframe requirements about which we are unaware, please contact us so that we can discuss accommodating those requirements.

Please understand that the schedule / anticipated timeframe is based on a presumed authorization date and also the presumption that jurisdictional, client, and other needed third-party review times will be typical. A delay in authorization to proceed, extended review times, or excessive agency comments may affect the schedule negatively. Scheduling of some services is dependent on weather and conditions not conducive to performing those services may also affect the schedule negatively.

We reserve the right to adjust these fees and prices for work done in future years by the Consumer Price Index rate for the previous year.

This proposal is valid for 60 days, unless formally extended by Consultant.



Clarifications and Assumptions

Upfront communication about project requirements and goals with you, our Client, is very important to us.

Often times, some aspects of the project requirements and conditions are not fully known prior to us providing a scope and fee proposal. Stating assumptions within the Proposal helps us refine the Scope of Services and better associate appropriate and reasonable fees for the Project. The assumptions may or may not match the actual project requirements and conditions which may only become apparent throughout the course of the project or even after the project is complete; however identifying the conditions for which this Proposal is valid helps to provide a shared understanding about the conditions for which this Scope of Services and associated fees are valid. Please let us know if you feel any of the Clarifications or Assumptions do not match your expectations so we may revise the Proposal to better suit your needs.

We recognize that minor revisions to drawings and other project documents are normal and synonymous to the production of any project. Should major revisions or out of scope conditions arise, you will be notified of the need for additional services and anticipated additional fees before we proceed forward with additional work.

For the purposes of this proposal we are making the following assumptions:

- Utility work, except for the proposed water main, beyond utility coordination, is not included as part of the scope of services.
- The scope of work does not include environmental assessment or investigation for presence or absence of wetlands.
- The scope of work **does not include a geotechnical investigation.**
- The scope of work does not include any preparation of Right of way documents.
- It is our understanding that the contractor will prepare a Storm Water Pollution Prevention Plan (SWPPP) per ODOT 832 supplemental specifications. The Kleingers Group, working with the project construction administrator staff, can apply for a Notice-of-Intent permit with the OEPA prior to construction.
- Review fees and permit application fees are not included in this proposal.
- Preparation of construction contract, bid book, advertisement and bidding, bid opening and award recommendation, construction administration, construction inspection, and construction staking are not included with this scope of services. The Kleingers Group can provide these services at our hourly rates.

Associated Services

The Kleingers Group offers a wide variety of related professional civil engineering, transportation engineering, landscape architecture, planning, land surveying services, and reality capture (laser scanning) services. Although not included in this Proposal unless specifically itemized in the Scope of Services, we would be pleased to assist you with other aspects of your project needs. Please visit www.kleingers.com or contact us directly to learn more about our various service offerings and how we can help you achieve your project goals.



Terms and Conditions

SERVICES PROVIDED

The Kleingers Group, Inc., the "Consultant", agrees to perform the professional services (the "Project") as described in the preceding paragraphs and referenced documents for the "Client",

City of Monroe, OH

The Client agrees to:

Provide full information as to his requirements for the Project prior to commencement of work on the Project;

- Assist Consultant by placing at his disposal all available information pertinent to the Project;
- Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;
- Provide and pay for all legal, accounting, and insurance counseling services, soil reports, laboratory tests and governmental permits necessary for the Project;
- Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;
- Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and
- Promptly review and act on all submissions made to him by Consultant.

TIME OF COMPLETION

Consultant agrees to perform the outlined Scope of Services within the periods specified from receipt of Authorization to Proceed – exclusive of review time and time to complete review responses. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

COMPENSATION

For the Scope of Services outlined in the preceding paragraphs, Client agrees to pay Consultant the compensation stated in this Agreement. Client will be invoiced each month for any work performed during the period. For hourly services, invoices will be based on the number of hours expended by the Consultant's personnel in the period multiplied by the hourly rates specified in the agreement. For fixed fee services, invoices will be based on the percentage of the scope of work completed in the period multiplied by the project fee for that scope of work. Payment is due within 30 days of receipt of invoice. Accounts outstanding past the due date every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

STANDARD OF CARE

Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

LIMITATIONS OF SERVICES

Exclusions and limitations outlined in the Agreement are not to be considered all inclusive. Unless expressly outlined as included with the Scope of Services, related services are not included under this Agreement.

ADDITIONAL SERVICES

Changes made by Client after the start of work will be considered extra and may negatively impact the stated project timeline. Consultant will notify Client in writing of changes to the scope of work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

INDEMNIFICATION / LIMITATION OF LIABILITY

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees, and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

In addition, the Client agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal, or employee of the Consultant shall have personal liability under this Agreement, or for any matter in connection with the professional services provided with the Project.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the



Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant's insurance proceeds up to the greater of: \$100,000 or the Consultant's total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

TERMINATION OF CONTRACT

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

- Material changes in the conditions under which this Agreement was entered, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution.

If mediation fails, Client and Consultant agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this Agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof. Should litigation or arbitration occur between the two parties relating to the provisions of the Agreement, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense / prosecution of the claim, including staff time, court costs, attorney fees, and other claim-related expenses.

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.



FREE PUBLICITY

Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility. Client also agrees to cite the name of Consultant as the provider of the professional services outlined in this Agreement in all publicity, presentations, and public relations activities that mention the name or depict the facility. Client permits Consultant to place temporary jobsite signs on the site that advertise the consultant's brand and involvement in the project.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic, or other types that are furnished by Consultant to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

OPINIONS OF COST

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

LEED CERTIFICATION

The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. The Client understands, however, that LEED is subject to various and possibly contradictory interpretations. Further, compliance may involve factors beyond the control of the Consultant including, but not limited to, the Client's or Owner's use and operation of the completed project. The Consultant does not warrant or represent the project will actually achieve LEED certification.

The signing of the declaration/affirmation is for the purposes of applying for LEED certification only and is considered an owner/client service benefit and as used herein the words certify, affirm and declare shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge, and

belief and does not constitute a warranty or guarantee by the Consultant.

JOBSITE SAFETY DISCLAIMER

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

GOVERNING LAW

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

SEVERABILITY

If any term or provision hereof is illegal or invalid for any reason whatever, such illegality of invalidity shall not affect the validity of the remaining terms of this Agreement.

ASSIGNMENT OF AGREEMENT

Neither Client nor Consultant shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

SIGNATURES

Should Client be a corporation or governmental entity, the person signing this Agreement represents that he or she is duly authorized to execute the Agreement on behalf of the corporation for the payment of the amounts specified herein. Any agent signing on behalf of a Client represents he has full authority to sign on behalf of said Client.

EEO

The Kleingers Group supports an Affirmative Action Program. During the performance of this contract, the Consultant intends to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4, and 60 – 741.5(a) 4, which equal opportunity clauses are hereby incorporated by reference and 60 – 250.45 and 29 CFR Part 471, if applicable.



Authorization

This Agreement (total page count listed below, together with Attachments and Exhibits identified within) constitutes the entire agreement between Consultant and Client and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representations, effective as of the Effective Date listed below.

Further, Client's signature below represents Authorization to Proceed with the work outlined above in accordance with this proposal including the Terms and Conditions.

Proposal for Professional Services
Mason Road-Water Main
City of Monroe, Ohio
August 4, 2022



The Kleingers Group, Inc.

SIGNED

Nick S. Yeretian

PRINTED

Transportation and Infrastructure Group Leader

TITLE

August 4, 2022

DATE SIGNED

Primary Project Contact

Nick Yeretian

PRINTED

Transportation and Infrastructure Group Leader

TITLE

513-779-7851

PHONE NUMBER

Nick.yeretian@kleingers.com

E-MAIL ADDRESS

Proposal for Professional Services
Mason Road-Water Main
City of Monroe, Ohio
August 4, 2022

THE
KLEINGERS
GROUP



City of Monroe, OH

SIGNED

PRINTED

TITLE

DATE SIGNED / AGREEMENT "EFFECTIVE DATE":

Primary Project Contact

PRINTED

TITLE

PHONE NUMBER

E-Mail Address

EMERGENCY RESOLUTION NO. 36-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND FISHBECK FOR PROFESSIONAL ENGINEERING SERVICES TO EVALUATE OPTIONS FOR THE WATER DISTRIBUTION SYSTEM EAST OF INTERSTATE 75 AND DECLARING AN EMERGENCY.

WHEREAS, the current agreement to purchase water from Butler County expires at the end of 2023; and

WHEREAS, it is necessary to evaluate the best option to provide sufficient water supply east of Interstate 75.

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Fishbeck for professional engineering services to evaluate options for the water distribution system east of Interstate 75. The terms and conditions of said agreement are marked Exhibit "A" attached hereto and made a part hereof.

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 deems it necessary to establish the best option for providing sufficient water service to the area east of Interstate 75 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

August 18, 2022

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

**Proposal for Professional Services
Monroe, OH – Warren County Water Connection Evaluation**

Dear Gary:

Fishbeck is pleased to provide this proposal for professional services to the City of Monroe (City) for the Warren County Water Connection Evaluation model update. This proposal includes a statement of understanding for the project, a description of services to be provided, and a description of the related fees.

Statement of Understanding

The City retained Fishbeck in 2020 and 2021 to update their existing water system hydraulic model and use it to evaluate some planned system improvements. The City has requested a modeling analysis be completed to consider the impacts of future improvements or proposed developments in the southeastern portion of the water distribution system. In particular, the City would like to investigate a potential connection to the Warren County water distribution system near the intersection of State Route 63 and Union Road to supply portions of the City's water system east of Interstate 75.

Fishbeck will use the calibrated model previously updated as part of the 2020 and 2021 modeling and calibration studies to simulate supplying the southeastern portion of the City's water system as described above through Warren County. It should be noted that the southeastern portion of the City's water system demonstrated lower than predicted pressures during field testing. The City was able to identify a closed valve in the piping feeding this area, but it is unknown if that change fully resolved the issues there.

Scope of Services

We propose to model the addition of flow from Warren County's water distribution system, utilizing their system as the source of potable water to service customers in an area bordered on the west by Interstate 75, on the south by Nickel Road, on the east by Union Road, and on the north by Trader's World Flea Market. We will evaluate the hydraulic modeling results of the proposed Warren County supply, comparing flows and pressures of the existing infrastructure from the calibrated 2021 version with flows and pressures modeled using the addition of water from Warren County. To accomplish this, the following tasks are proposed:

Hydraulic Modeling Services

- Kickoff Meeting to review City goals and needs.
- Gather distribution system information from Warren County.
- Model a portion of the Warren County water distribution system, as relevant to this project, from information provided by Warren County.

- Maintain the hydraulic model for the City, updating it with any distribution system improvements or changes.
- Model and evaluate a maximum of three scenarios to connect the City distribution system and the Warren County water distribution system.
- Provide predicted pressure and available fire flow data for the area supplied by Warren County to determine the most hydraulically suitable scenario.
- Evaluate any potential improvements needed in the City's water distribution system to accommodate the new connection and potential developments in the area.

Summary Memo

- Provide a brief description of the evaluated scenarios.
- Summarize the results of each evaluation.
- Recommend a solution that best meets the needs of the City.
- Hold a review meeting with the City to review the draft memo, and our conclusions and recommendations.
- Update and finalize the memo based on input from the review meeting.

Professional Services Schedule and Fees

Fishbeck is ready to immediately begin the work outlined in this proposal. We anticipate this work will take three to four months from a notice to proceed. Our proposed fee for the scope of work presented is a lump sum cost of Twenty-Four Thousand Seven Hundred Ninety Dollars (\$24,790).

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 513.247.8572 or gedwards@fishbeck.com.

Sincerely,



Geoffrey Edwards
Senior Project Manager

By email



Allen J. Aspacher, PE
Vice President/Senior Project Manager

Professional Services Agreement

PROJECT NAME Monroe, OH – Warren County Water Connection Evaluation
FISHBECK CONTACT Geoff Edwards
CLIENT City of Monroe
CLIENT CONTACT Gary Morton
ADDRESS 1000 Holman Avenue, Monroe, OH 45050

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: In accordance with Fishbeck proposal dated August 18, 2022.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated August 18, 2022.
- ☐ Other:

METHOD OF COMPENSATION:

- ☒ Lump Sum for Defined Scope of Services
- ☐ Hourly Billing Rates plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: Twenty-Four Thousand Seven Hundred Ninety Dollars (\$24,790).

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Monroe

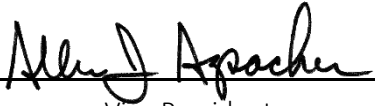
BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: Vice President

DATE: August 18, 2022

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

EMERGENCY RESOLUTION NO. 37-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND THE BOARD OF EDUCATION OF THE BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS TO PROVIDE FOR SCHOOL RESOURCE OFFICER SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the City and Butler Technology and Career Development Schools (“School”) wish to establish a more complete liaison with School personnel and the City a cooperative effort to prevent juvenile delinquency and truancy; and

WHEREAS, the City will carefully select and assign trained police officers from the City’s Police Department to work directly on the School campuses, in cooperation with the School administrators and faculty, and in accordance with this Memorandum of Understanding.

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

SECTION 1: The City Manager is hereby authorized to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of Education of the Butler County Technology and Career Development Schools to provide for School Resource Officer Services. The terms and conditions of this Memorandum of Understanding are as set forth on Exhibit “A” attached hereto and made a part hereof.

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 provide a School Resource Officer at the within referenced location at the earliest possible date due to the start of school has already taken place. 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” E Res No. 37

**School Resource Officer (SRO)
Memorandum of Understanding (MOU)**

This Memorandum of Understanding (MOU) is being entered into by the below listed entities as of the last date of execution of this MOU:

Board of Education of the Butler Technology and Career Development Schools (“Board”) City of Monroe (“City”)

This document will serve as the written agreement between the Board and the City for School Resource Officer (SRO) services at the Career Development School’s Natural Science Center Campus in Monroe, OH, herein after referred to as the ‘written agreement’. This agreement establishes the needed commitment and support from both institutions.

This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be a component of the guiding document that officers, school administrations, and students and their caregivers look to for structure and accountability. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

This document replaces any previous agreements, contracts or MOU’s between the Board and the City established prior to the last date of execution of this MOU.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, in an effort to promote a safe and positive learning environment.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs may provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance

rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

Law Enforcement Role – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While law enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

Fostering Positive School Climate /Crime Prevention – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

Education –SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students on the grounds or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

IV. Organizational Structure

A. Composition

The SRO Program will consist of full time City Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the current agreement and this MOU.

B. Officer Recruitment & Selection

School officials and the City shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the law enforcement agency.

SROs should meet three general criteria:

- 1) **College or degree coursework** – SROs are in an educational atmosphere. To increase credibility in this area a college education would be beneficial, but not required.
- 2) **Experience as a police officer and commitment to student well-being** – SROs must have a minimum of two years’ experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
- 3) **Successful performance** – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Within one (1) year of entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics that are reviewed and approved by the Board and the City.

V. Operational Procedures

Chain of Command for SRO: The SRO will be ultimately accountable to the Monroe Police Department's chain of command. The SROs will extend cooperation to the principals of the school and will function as security and an educational resource person in cooperation with School personnel.

The School Superintendent, or their designee, will submit a performance review to the Chief of Police by no later than the end of the school year.

The SRO's activity in the school is guided by the following procedures:

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department office. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

- 1) To enforce criminal law and protect the students, staff, and public at large against criminal activity.
- 2) Foster mutually respectful relationships with students and staff to support a positive school climate.
- 3) Provide information concerning questions about law enforcement topics to students and staff.
- 4) Coordinate investigative procedures between police and school administrators.
- 5) Handle initial police reports of violent crimes committed on campus.
- 6) Take enforcement action on criminal matters when appropriate.
- 7) Attend school special events as needed.
- 8) Collect data on SRO activities (arrests, citations, etc.)

B. Uniform

Normally, the SRO is in uniform. The City will provide the SRO with a police vehicle and all required uniforms and equipment normally provided to members of the Police Department.

C. Daily Schedule

The SRO's assignment is for 40 hours per School Resource Officer, each school week in the Natural Sciences campus of Butler Tech when school is in session. Certain circumstances will require more than 40 hours per week, including, but not limited to, safety drills, meetings, and assemblies. Butler Tech will give appropriate notice to the SRO when more time will be necessary.

The school will provide the SRO access to a work space as is necessary for the performance of his/her duties as the SRO.

D. Absence/ Substitution

The school administration and the police department administration should develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs will ideally have had some training in juvenile justice issues and de-escalation techniques.

E. Special Events

To be determined by the police department administration and the school administrators consistent with the written agreement.

F. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

- 1) School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
- 2) For any offense on school property, the SRO, working cooperatively with the school administration. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges, but should be evaluated on a case-by-case basis. The SROs powers to arrest will be governed by the Ohio Revised Code.
- 3) The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, which will be distributed to school staff.

G. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to

school staff. The SRO will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

H. Sharing of Information

Communication and information sharing are essential to the success of the SRO program.

1. Sharing of information will be governed by applicable provisions of Federal law, the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant City and Board policies.

2. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Monroe PD or from other Police agencies coming into contact with students from the School District.

3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.

4. If the SRO is aware of information on a student that is officially obtained by the Monroe PD, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.

5. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by a member of the Monroe Police Department's command staff.

6. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file within the City Police Department's Record Management System, and may be shared with other Criminal Justice Agencies, but will not be part of the student's school record.

7. Hearsay information or rumors will alone, not be the basis for any formal action by the Monroe Police Department, though it may be reported to appropriate school administrators. It can be used in an intelligence capacity or to validate the need for further investigation.

8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the territorial limits of the City or the Board shall be relayed to the police department of jurisdiction.

9. When any felony occurs or any crime that prompts a Public Information Officer response from the school district or the City or if a school building is evacuated the SRO shall contact his immediate supervisor as soon as possible.

10. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency. Unless necessary for the

execution of duties pursuant to this MOU, the SRO shall not disclose to any third party personally identifiable information concerning a student, or an education record, as that term is defined by the Family Educational Rights and Privacy Act (FERPA), without first obtaining the written consent of a school official and the written consent of the parent or guardian of the student, or the student if 18 years of age or older.

The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

I. Role in Locker, Vehicle, Personal, and Other Searches

SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.
- iii. All searches taking place in or on Board owned premises that are not during emergencies, or in the immediate interest of the health and safety of students, staff, the SRO and other persons, shall only be conducted in the presence of a school administrator as witness.

J. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the Board. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

K. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

- 1) Encourage attendance for secondary Assistant Principals at National Association of School Resource Officers Basic SRO training.
- 2) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

VI. CRISIS PLANNING

The school administration and the Monroe Police and Fire Departments will coordinate crisis planning and training. Each entity will be involved in updates and creation of new crisis plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Monroe Police Department Administration shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

IX. PROBLEM RESOLUTION

Unforeseen difficulties or questions will be resolved by negotiation in good faith between the Superintendent of the School District and the Monroe City Manager or their designees.

Complaints against the SRO shall follow the normal complaint process of the Monroe Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the building principal.

X. FINANCIAL ARRANGEMENT

The Board agrees to pay for **one (1)** City Police Officer to fulfill the role of SRO for the current school year in the amount of \$60,763.50. The total cost includes the salary, City's retirement contribution, Medicare, Workers Compensation premium, and medical insurance. This amount shall automatically increase at the same percentage the SRO receives under the officer's collective bargaining agreement with the City per school year.

The Board shall pay the total amount due within 30 days from receipt of an invoice from the City payable to the City of Monroe and mailed to:

City of Monroe
P. O. Box 330
Monroe, Ohio 45050
Attn: Monroe Police Department

The Board shall pay special in-service training requested by the School Superintendent above and beyond regular police training.

The City will have the status of independent contractor for the purpose of this agreement. The SRO assigned to the school is an employee of the City of Monroe Police Department and subject

to the control, supervision, policies, procedures and orders of the City. If, in the Board's reasonable judgment, the SRO is not meeting the objectives outlined herein, the Board shall notify the City and the parties hereto shall mutually agree on a replacement.

The City will hold sole responsibility for the indemnification of the SRO in performance of his/her duties as the SRO.

XI. TERM

The term of this agreement shall be effective with the 2022-2023 School year and automatically renew in one-year increments unless written notice is provided to either party 30 days prior to the renewal date to terminate this agreement.

Notices shall be addressed to:

City Manager
City of Monroe
P. O. Box 330
Monroe, Ohio 45050

Superintendent
Butler Technology and Career Development Schools
3603 Hamilton-Middletown Rd.
Fairfield Township, OH 45011

This agreement may be jointly reviewed at the completion of the school year and may be modified with mutual consent of the parties. Either party may request the review of this agreement.

SIGNATURE OF PARTIES & SIGNATURE DATE

CITY OF MONROE

Name, Agency, Title

Date

BUTLER TECHNOLOGY AND CAREER DEVELOPMENT SCHOOLS

Name, Agency, Title

Date

EMERGENCY RESOLUTION NO. 38-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND THE BOARD OF EDUCATION OF THE MONROE LOCAL SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the City and the Monroe Local School District wish to establish a more complete liaison with School personnel and the City a cooperative effort to prevent juvenile delinquency and truancy; and

WHEREAS, the City will carefully select and assign trained police officers from the City's Police Department to work directly on the School campus, in cooperation with the School administrators and faculty, and in accordance with this Memorandum of Understanding.

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

SECTION 1: The City Manager is hereby authorized to enter into a Memorandum of Understanding by and between the City of Monroe and the Board of Education of the Monroe Local School District to provide for School Resource Officer Services. The terms and conditions of this Memorandum of Understanding are as set forth on Exhibit "A" attached hereto and made a part hereof.

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 provide a School Resource Officer at the within referenced location at the earliest possible date due to the start of school has already taken place. 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” E Res No. 38-2022

School Resource Officer (SRO) Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being entered into by the below listed entities as of the last date of execution of this MOU:

Board of Education of the Monroe Local School District (“Board”) City of Monroe (“City”)

This document will serve as the written agreement between the Board and the City for School Resource Officer services at the campuses of the Monroe Local School District, herein after referred to as the ‘written agreement’. This agreement establishes the needed commitment and support from both institutions.

This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be a component of the guiding document that officers, school administrations, and students and their caregivers look to for structure and accountability. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

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II. Mission

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III. Goals of the SRO Program

SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
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School officials and the police department office shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the law enforcement agency.

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V. Operational Procedures

Chain of Command for SRO: The SRO will be ultimately accountable to the Monroe Police Department chain of command. The SROs will extend cooperation to the principals of the School and will function as security and an educational resource person in cooperation with School personnel.

The School Superintendent, or their designee, will submit a performance review to the Chief of Police by no later than the end of the school year.

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- 7) Attend school special events as needed.
- 8) Collect data on SRO activities (arrests, citations, etc.)

B. Uniform

Normally, the SRO is in uniform. The City will provide the SRO with a police vehicle and all required uniforms and equipment normally provided to members of the Police Department.

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The SRO's assignment is for 40 hours per School Resource Officer, each school week on the campuses of the Monroe Local School District while schools are in session. Certain circumstances will require more than 40 hours per week, including, but not limited to, safety drills, meetings, and assemblies. The Monroe Local Schools Superintendent, or their designee, will give appropriate notice to the SRO when more time will be necessary.

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The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.
- iii. All searches taking place in or on Board owned premises that are not during emergencies, or in the immediate interest of the health and safety of students, staff, the SRO and other persons, shall only be conducted in the presence of a school administrator as witness.

J. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the Board. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

K. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

- 1) Encourage attendance for secondary Assistant Principals at National Association of School Resource Officers Basic SRO training.
- 2) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

VI. CRISIS PLANNING

The school administration and the Monroe Police and Fire Departments will coordinate crisis planning and training. Each entity will be involved in updates and creation of new crisis plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Monroe Police Department Administration shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

IX. PROBLEM RESOLUTION

Unforeseen difficulties or questions will be resolved by negotiation in good faith between the Superintendent of the School District and the Monroe City Manager or their designees.

Complaints against the SRO shall follow the normal complaint process of the Monroe Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the building principal.

X. FINANCIAL ARRANGEMENT

The Board agrees to pay for **two (2)** City Police Officers to fulfill the role of SRO's for the current school year in the amount of \$121,526.99. The total cost includes the salary, City's retirement contribution, Medicare, Workers Compensation premium, and medical insurance. This amount shall automatically increase at the same percentage the SRO receives under the officer's collective bargaining agreement with the City per school year.

The Board shall pay the total amount due within 30 days from receipt of an invoice from the City payable to the City of Monroe and mailed to:

City of Monroe
P. O. Box 330
Monroe, Ohio 45050
Attn: Monroe Police Department

The Board shall pay special in-service training requested by the School Superintendent above and beyond regular police training.

The City will have the status of independent contractor for the purpose of this agreement. The SRO assigned to the School is an employee of the City and shall be subject to the Monroe Police Department's control, supervision, policies, procedures and orders. If, in the School's reasonable

judgment, the SRO is not meeting the objectives outlined herein, the School shall notify the City and the parties hereto shall mutually agree on a replacement.

The City will hold sole responsibility for the indemnification of the SRO in performance of his/her duties as the SRO.

XI. TERM

The term of this agreement shall be effective with the 2022-2023 School year and automatically renew in one-year increments unless written notice is provided to either party 30 days prior to the renewal date to terminate this agreement.

Notices shall be addressed to:

City Manager
City of Monroe
P. O. Box 330
Monroe, Ohio 45050

Superintendent
Monroe Local Schools
500 Yankee Road.
Monroe, Ohio 45050

This agreement may be jointly reviewed at the completion of the school year and may be modified with mutual consent of the parties. Either party may request the review of this agreement.

SIGNATURE OF PARTIES & SIGNATURE DATE

City of Monroe

Name, Title

Date

Monroe Local Schools

Name, Title

Date

RESOLUTION NO. 39-2022

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR
(CITY COUNCIL)

Rev. Code, Secs. 5705.34, 5705.35

The Council of the **CITY OF MONROE**, Butler County, Ohio, met in

_____ session on the _____ day of _____, 20_____, at the
(regular or special)

office of _____ with the following members present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax
Budget for the next succeeding fiscal year commencing January 1, 2023; and

WHEREAS, the Budget Commission of Butler County, Ohio has certified its action thereon to this
Council together with an estimate by the County Auditor of the rate of each tax necessary to be
levied by this Council, and what part thereof is without, and what part within the ten mill tax
limitation; therefore be it

RESOLVED, By the Council of the **CITY OF MONROE**, Butler County, Ohio, that the
amounts and rates, as determined by the Budget Commission in its certification, be and the same are
hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village the rate of
each tax necessary to be levied within and without the ten mill limitation as follows:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	5
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FUND	AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	AMOUNT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
GENERAL FUND	1,020,000.00		2.32	
GENERAL BOND RETIREMENT FUND				
PARK FUND				
RECREATION FUND				
POLICE		630,000.00		2.50
FIRE		1,330,000.00		4.50
TOTAL	1,020,000.00	1,960,000.00	2.32	7.00

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SCHEDULE B

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LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

=====

FUND	COUNTY AUDITOR'S ESTIMATE OF YIELD OF LEVY (Carry to Schedule A)	MAXIMUM RATE AUTHORIZED TO BE LEVIED
=====		
GENERAL FUND:		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
Current expense levy authorized by voters on ,20 not to exceed years.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION	0.00	0.00
=====		
SPECIAL LEVY FUNDS:		
Levy authorized by voters on 20 not to exceed years.		0.00
Levy authorized by voters on 11/07 ,1989 not to exceed IND years. 89-N (POLICE)	630,000.00	2.50
Levy authorized by voters on 11/00 ,1983 not to exceed IND years. 83-N (FIRE)		
Levy authorized by voters on 11/07 ,1989 not to exceed IND years. 89-N (FIRE)	630,000.00	2.50
Levy authorized by voters on 05/03, 2005 not to exceed IND years. 2005-N (FIRE)	700,000.00	2.00
Levy authorized by voters on 20 not to exceed years.		
Levy authorized by voters on 20 not to exceed years.		
Levy authorized by voters on 20 not to exceed years.		
Levy authorized by voters on 20 not to exceed years.		
Levy authorized by voters on 20 not to exceed years.		
=====		

and be it further

RESOLVED, That the Clerk of this Council be, and he/she is hereby directed to certify a copy of
this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being called upon its

adoption the vote resulted as follows:

Adopted the _____ day of _____, 20____.

MAYOR

CLERK OF COUNCIL

=====

CERTIFICATE OF COPY

ORIGINAL ON FILE

The State of Ohio, Butler County, ss.

I, _____, Clerk of the Council of the City of _____,

within and for said County, and in whose custody the Files and Records of said Council are required

by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and

copied from the original _____

now on file, that the foregoing has been compared by me with said original document, and that the

the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

CLERK OF COUNCIL

NOTE: A copy of this Resolution must be certified to the County Auditor before the first day of
October in each year, or at such later date as may be approved by the Board of Tax appeals.

=====

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE
COUNTY AUDITOR. (CITY COUNCIL)

ADOPTED _____, 20____

FILED _____, 20____

CLERK OF COUNCIL

COUNTY AUDITOR

DEPUTY AUDITOR

=====

RESOLUTION NO. 40-2022

RESOLUTION AUTHORIZING THE CITY OF MONROE TO USE THE STANDARD ALLOWANCE FOR THE LOCAL FISCAL RECOVERY FUND AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT.

WHEREAS, the United States Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021, and President Joe Biden signed into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act created the Local Fiscal Recovery Fund to provide funding to all cities and counties throughout the nation; and

WHEREAS, the City of Monroe has received a total allocation of \$1,473,947.04 through the Local Fiscal Recovery Fund, with the first tranche coming in July 2021, additional tranche 1 in March 2022, and the second tranche coming in July 2022; and

WHEREAS, the United States Department of the Treasury published in the Federal Register the Final Rule governing the Coronavirus State and Local Fiscal Recovery Funds on January 27, 2022; and

WHEREAS, the Final Rule allows local governments to elect a standard allowance of up to \$10 million, not to exceed the total award allocation, in lieu of calculating revenue loss as prescribed by Treasury; and

WHEREAS, the Final Rule allows local governments to use their portion identified as revenue loss to provide any government services.

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

SECTION 1: The City of Monroe City Council elects to use the standard allowance for identifying revenue loss within the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

SECTION 2: That the City Council authorized the City Manager and Finance Director to sign all paperwork associated with the City of Monroe regarding the standard allowance for identifying revenue loss within the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

RESOLUTION NO. 41-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EQUIPMENT LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND MOELLER BREW BARN, LLC FOR EQUIPMENT PREVIOUSLY LOCATED AT THE MONROE BICENTENNIAL COMMONS PARK.

WHEREAS, Moeller Brew Barn, LLC desires to lease the equipment identified herein from the City of Monroe.

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

SECTION 1: The City Manager is hereby authorized to enter into an Equipment Lease Agreement by and between the City of Monroe and Moeller Brew Barn, LLC for equipment previously located at Monroe Bicentennial Commons Park. The terms and conditions of said Agreement are set forth on Exhibit "1" attached hereto and made a part hereof.

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

PASSED:_____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading:_____

Exhibit "1" Res No. 41-2022

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT (this "Agreement") is made and entered into effective as of the __ day of ____, 2022 (the "Effective Date") by and between the **City of Monroe, Ohio**, an Ohio municipal corporation (the "City"), and **Moeller Brew Barn, LLC**, an Ohio limited liability company ("Moeller").

RECITALS

WHEREAS, Moeller desires to lease the equipment identified on Exhibit A, attached hereto and incorporated herein by reference (the "Equipment"), from the City pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
EQUIPMENT LEASE**

1.1 Equipment Leased. The City hereby leases the Equipment to Moeller on a full-time basis.

1.2 Ownership and Use of Equipment. Except as otherwise set forth herein, the Equipment is, and shall at all times remain, the property of the City, and Moeller shall have no right, title or interest in the Equipment. The City shall provide Moeller with exclusive use of the Equipment over the term of this Agreement. Moeller may use the Equipment in any manner Moeller, in its sole discretion, deems appropriate for the operation of its business; provided, however, that Moeller shall use the Equipment lawfully in accordance with all applicable laws and regulations and shall not alter the Equipment without the City's prior written consent.

1.3 Insurance. During the term of this Agreement, Moeller at its expense, shall maintain insurance against the loss, theft of or damage to the Equipment at its full replacement value. Upon request, Moeller shall provide the City with evidence of such coverage.

1.4 Assignment or Relocation of Equipment. Moeller shall not sell, assign, sublet, transfer, pledge, or otherwise dispose of the Equipment or any interest in the Equipment or lend the Equipment or permit it to be used by anyone other than Moeller. Moeller shall exclusively use the Equipment on the premises of its 6550 Hamilton Lebanon Rd., Middletown, OH 45044 location and shall not remove the Equipment without providing prior notice to the City.

1.5 Maintenance and Repairs. Moeller shall maintain the Equipment in good working order and, to the extent not covered by Moeller's insurance coverage, shall be obligated to pay all costs and expenses with respect to or in connection with the maintenance or repair of the Equipment.

1.6 Equipment AS-IS. The City grants Moeller the right to use the Equipment as provided for herein. Moeller understands that such use and operation of the Equipment shall be "as-is" and at Moeller's risk. The City shall incur no liability whatsoever with respect to Moeller's installation, use, and utilization of the Equipment described herein. The City makes no warranty as to the fitness of the Equipment with respect to any particular use or utilization employed by Moeller. To that end, the City, under no circumstances, shall be liable to Moeller or any invitee thereto for any damages (including, but not limited to, personal injury) incurred in relation to the installation, use, or utilization of the Equipment.

1.7 Non-fixture. If the Equipment or any part thereof is or becomes attached to the Moeller premises located at 6550 Hamilton Lebanon Rd., Middletown, OH 45044, the Equipment shall be deemed not to be a fixture and may be removed by the City at any time.

ARTICLE II RENT

2.1 Rent. As full consideration for Moeller's right to use and utilize the Equipment in accordance with the terms and conditions set forth herein, Moeller shall pay \$1.00 to the City.

ARTICLE III TERM, TERMINATION AND SURRENDER

3.1 Term. The term for this Agreement shall be for one (1) year, which shall commence on _____, 2022 and end as of _____, 2022. Upon completion of the initial term, this Agreement shall automatically renew for additional one (1) year terms unless otherwise terminated pursuant to Section 3.2 of this Agreement.

3.2 Termination. This Agreement may be terminated by either party for any reason, at any time, upon providing the other party with written notice at least thirty (30) days prior to the proposed termination date.

3.3 Surrender. Upon the termination of this Agreement, Moeller shall return the Equipment to the City in good repair, condition and working order, ordinary wear and tear excepted, by delivering the Equipment at Moeller's cost and expense to such place the City shall specify.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.1 Relationship of Parties. In carrying out its duties hereunder, the City shall not be subject to any right of control, or any control in fact, of Moeller over the methods by which it carries out its duties hereunder. Neither this Agreement nor the exercise of any of the duties of Moeller or the City hereunder shall be deemed to create any partnership, joint venture, association or other relationship between the parties hereto other than that of independent contractors each as to the other.

4.2 Assignment. This Agreement may not be assigned or transferred in whole or in part by either party without the express written consent of the other party. Any purported assignment without the express written consent of the other party is void.

4.3 Amendments. This Agreement may be amended or modified only by a writing executed by Moeller and the City.

4.4 Notices. Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered or, if mailed, three days after deposit in the United States mail, postage prepaid, registered or certified, or by sending the same by telecopy or other on-line facsimile transmission system. Unless changed by written notice given by either party to the other pursuant hereto, such notices shall be given to the party at the following address:

If to Moeller:
Attn: Scott Kinney, CFO
PO Box 980
Troy, OH 45373

If to the City:
City of Monroe, Ohio
233 S Main St
Monroe, OH 45050

4.5 Applicable Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance. The parties to this Agreement hereby consent to the exclusive jurisdiction of the courts of the State of Ohio, in Butler County, and waive any contention that any such court is an improper venue for enforcement of this Agreement.

4.6 Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings or negotiations between the parties, whether written or oral with respect to the subject matter hereof.

4.7 Compliance with Federal and State Law. The parties intend that this Agreement shall comply with applicable state and federal law and shall further the commercially reasonable business purposes underlying this Agreement.

4.8 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the parties hereto, and their successors and assigns, any rights or remedies under or by reason of this Agreement.

4.9 Severability. When possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4.10 Waiver. The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall neither be construed to be a waiver thereof, nor affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of this Agreement shall be held to be a waiver of any other default or breach.

4.11 Headings; Exhibits. The paragraph headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

4.12 Interpretation. This Agreement is to be deemed to have been prepared jointly by the parties hereto. Any uncertainty or ambiguity existing shall not be interpreted against any party, but shall be interpreted according to the rules for the interpretation of arms-length agreements.

4.13 Definitions. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement.

IN WITNESS WHEREOF, the City and Moeller have executed this Agreement to be effective as of the Effective Date.

City of Monroe, Ohio:

Moeller Brew Barn, LLC:

By:_____

By:_____

Name:_____

Name:_____

Dated:_____

Dated: _____

**EXHIBIT A
EQUIPMENT SCHEDULE**

1. 1-3 sky rides:



2. 3 outdoor tables:



3. 2 sets of signs:



ORDINANCE NO. 2022-26

An Ordinance amending and supplementing Ordinance No. 2022-22, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2022.

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

SECTION 2: There be appropriated from the GENERAL FUND:

1110	GENERAL GOVERNMENT		
000	<i>FUND EXPENSES</i>		
	OPERATING EXPENSES	51,500	
	OTHER	-	
	<i>TOTAL</i>	<u>51,500</u>	
110	<i>CITY COUNCIL</i>		
	PERSONAL SERVICES	119,534	
	OPERATING EXPENSES	97,500	
	<i>TOTAL</i>	<u>217,034</u>	
120	<i>CITY MANAGER'S OFFICE</i>		
	PERSONAL SERVICES	598,487	
	OPERATING EXPENSES	536,700	
	<i>TOTAL</i>	<u>1,135,187</u>	
125	<i>INFORMATION TECHNOLOGY</i>		
	OPERATING EXPENSES	80,500	
	<i>TOTAL</i>	<u>80,500</u>	
130	<i>HUMAN RESOURCES</i>		
	PERSONAL SERVICES	447,931	
	OPERATING EXPENSES	238,500	
	<i>TOTAL</i>	<u>686,431</u>	
135	<i>ECONOMIC DEVELOPMENT</i>		
	PERSONAL SERVICES	102,987	
	OPERATING EXPENSES	251,250	
	<i>TOTAL</i>	<u>354,237</u>	
140	<i>DEVELOPMENT</i>		
	PERSONAL SERVICES	509,052	
	OPERATING EXPENSES	521,750	
	OTHER EXPENSES	4,000	
	<i>TOTAL</i>	<u>1,034,802</u>	

145	ENGINEERING		
	PERSONAL SERVICES	347,146	
	OPERATING EXPENSES	345,000	
	TOTAL	<u>692,146</u>	
150	FINANCE		
	PERSONAL SERVICES	1,035,636	
	OPERATING EXPENSES	499,621	
	OTHER EXPENSES	675,000	
	TOTAL	<u>2,210,257</u>	
160	MAYOR'S COURT		
	PERSONAL SERVICES	96,073	
	OPERATING EXPENSES	34,250	
	TOTAL	<u>130,323</u>	
TOTAL GENERAL GOVERNMENT			6,592,417
PUBLIC SAFETY			
220	PUBLIC SAFETY COMMUNICATIONS		
	PERSONAL SERVICES	741,213	
	OPERATING EXPENSES	106,050	
	TOTAL	<u>847,263</u>	
250	POLICE		
	OTHER EXPENSES	3,300,000	
	TOTAL	<u>3,300,000</u>	
270	FIRE		
	OTHER EXPENSES	2,800,000	
	TOTAL	<u>2,800,000</u>	
TOTAL PUBLIC SAFETY			6,947,263
PUBLIC WORKS			
310	STREET		
	OTHER EXPENSES	1,270,000	
	TOTAL	<u>1,270,000</u>	
330	BUILDINGS AND GROUNDS		
	OPERATING EXPENSES	627,000	
	TOTAL	<u>627,000</u>	
390	STORMWATER		
	OTHER EXPENSES	689,000	
	TOTAL	<u>689,000</u>	
TOTAL PUBLIC WORKS			2,586,000

PARKS AND RECREATION**410 PARK OPERATION AND MAINTENANCE**

PERSONAL SERVICES	361,337	
OPERATING EXPENSES	279,000	
TOTAL	<u>640,337</u>	

TOTAL PARKS AND RECREATION**640,337****OTHER FINANCING USES****710 CAPITAL IMPROVEMENTS**

OTHER EXPENSES	880,850	
TOTAL	<u>880,850</u>	

810 DEBT SERVICE

OTHER EXPENSES	795,180	
TOTAL	<u>795,180</u>	

TOTAL OTHER FINANCING USES**1,676,030**

TOTAL GENERAL FUND

18,442,047

GRAND TOTAL GENERAL FUND**18,442,047**SECTION 3: There be appropriated from the following SPECIAL REVENUE FUNDS:**2101 PUBLIC SAFETY INCOME TAX FUND***PUBLIC SAFETY*

PERSONAL SERVICES	2,300,000	
OTHER EXPENSES	451,000	
TOTAL		2,751,000

2210 STREET FUND*PUBLIC WORKS*

PERSONAL SERVICES	1,512,108	
OPERATING EXPENSES	855,700	
TOTAL		2,367,808

2220 STATE HIGHWAY FUND*PUBLIC WORKS*

OPERATING EXPENSES	92,900	
TOTAL		92,900

2230 MOTOR VEHICLE LICENSE*PUBLIC WORKS*

OPERATING EXPENSES	189,566	
TOTAL		189,566

2310	FIRE - 1989 LEVY FUND			
	<i>PUBLIC SAFETY</i>			
	PERSONAL SERVICES	4,072,917		
	OPERATING EXPENSES	757,200		
	OTHER EXPENSES	3,800		
	<i>TOTAL</i>			<i>4,833,917</i>
2330	PUBLIC SAFETY FEMA GRANT FUND			
	<i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	13,000		
	<i>TOTAL</i>			<i>13,000</i>
2410	POLICE LAW ENFORCEMENT			
	250 <i>PUBLIC SAFETY</i>			
	PERSONAL SERVICES	3,366,544		
	OPERATING EXPENSES	627,114		
	<i>TOTAL</i>			<i>3,993,658</i>
2420	DARE GRANT FUND			
	250 <i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	6,500		
	<i>TOTAL</i>			<i>6,500</i>
2430	ENFORCEMENT & EDUCATION FUND			
	250 <i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	3,000		
	<i>TOTAL</i>			<i>3,000</i>
2510	COURT TECHNOLOGY IMPROVEMENT			
	<i>GENERAL GOVERNMENT</i>			
	OPERATING EXPENSES	13,400		
	<i>TOTAL</i>			<i>13,400</i>
2600	2004 TIFS			
	<i>DEVELOPMENT INCENTIVES</i>			
	OPERATING EXPENSES	26,040		
	OTHER EXPENSES	3,497,360		
	<i>TOTAL</i>			<i>3,523,400</i>

2700	2004 RIDS		
	<i>DEVELOPMENT INCENTIVES</i>		
	OPERATING EXPENSES	38,400	
	OTHER EXPENSES	4,682,316	
	<i>TOTAL</i>		4,720,716

GRAND TOTAL SPECIAL REVENUE FUNDS	<u>22,508,865</u>
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SECTION 4: There be appropriated from the following CAPITAL PROJECTS FUNDS:

3101	CAPITAL INCOME TAX FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	22,000	
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	321,500	
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	280,000	
	CAPITAL EXPENSES	1,315,000	
	<i>OTHER FINANCING USES</i>		
	OTHER EXPENSES	712,800	
	<i>TOTAL</i>		2,651,300
3110	PARK IMPROVEMENT FUND		
	<i>PARKS AND RECREATION</i>		
	OPERATING	-	
	CAPITAL EXPENSES	3,575,000	
	<i>TOTAL</i>		3,575,000
3120	CAPITAL IMPROVEMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	CAPITAL EXPENSES	68,300	
	<i>PUBLIC SAFETY</i>		
	CAPITAL EXPENSES	480,500	
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	113,000	
	CAPITAL EXPENSES	3,713,519	
	<i>TOTAL</i>		4,375,319

6120	WATER CAPITAL IMPROVEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	245,000	
	CAPITAL EXPENSES	1,116,302	
	<i>TOTAL</i>		<i>1,361,302</i>
6125	WATER METER REPLACEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	30	
	CAPITAL EXPENSES	80,000	
	<i>TOTAL</i>		<i>80,030</i>
GRAND TOTAL CAPITAL PROJECTS FUNDS			<u>12,042,951</u>
<u>SECTION 5:</u> There be appropriated from the following DEBT SERVICE FUNDS:			
4110	G.O. BOND RETIREMENT		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	821,000	
	<i>TOTAL</i>		<i>821,000</i>
4210	WATER BOND RETIREMENT		
	<i>PUBLIC WORKS</i>		
	DEBT SERVICE EXPENSE	380,000	
	<i>TOTAL</i>		<i>380,000</i>
4310	S.A. BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	100	
	<i>DEVELOPMENT INCENTIVES</i>		
	OTHER EXPENSES	1,105,000	
	<i>TOTAL</i>		<i>1,105,100</i>
4410	INCOME TAX BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	615,000	
	<i>TOTAL</i>		<i>615,000</i>
GRAND TOTAL DEBT SERVICE FUNDS			<u>2,921,100</u>

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

5110	S.A. STREET LIGHTING FUND		
	GENERAL GOVERNMENT		
	OPERATING EXPENSES	6,371	
	TOTAL		6,371
GRAND TOTAL SPECIAL ASSESSMENT FUNDS			6,371

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

6110	WATER FUND		
	PUBLIC WORKS		
	PERSONAL SERVICES	706,779	
	OPERATING EXPENSES	1,959,800	
	OTHER EXPENSES	250,000	
	TOTAL		2,916,579
6210	SEWER FUND		
	PUBLIC WORKS		
	PERSONAL SERVICES	94,033	
	OPERATING EXPENSES	1,198,200	
	TOTAL		1,292,233
6310	STORM WATER FUND		
	PUBLIC WORKS		
	PERSONAL SERVICES	219,679	
	OPERATING EXPENSES	368,150	
	CAPITAL EXPENSES	1,008,500	
	TOTAL		1,596,329
6410	GARBAGE FUND		
	PUBLIC WORKS		
	PERSONAL SERVICES	71,012	
	OPERATING EXPENSES	903,500	
	TOTAL		974,512
6510	CEMETERY FUND		
	PUBLIC WORKS		
	PERSONAL SERVICES	40,000	
	OPERATING EXPENSES	85,950	
	TOTAL		125,950
6610	STREET LIGHTING FUND		
	PUBLIC WORKS		
	OPERATING EXPENSES	150,050	
	TOTAL		150,050
GRAND TOTAL ENTERPRISE FUNDS			7,055,653

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

7100	CEMETERY MAINTENANCE TRUST FUND			
	<i>FUND EXPENSE</i>			
	OPERATING EXPENSES	10,000		
	<i>TOTAL</i>			<i>10,000</i>
7110	MOUND CEMETERY TRUST FUND			
	<i>PUBLIC WORKS</i>			
	OPERATING EXPENSES	10,000		
	<i>TOTAL</i>			<i>10,000</i>
7120	LONG STREET CEMETERY TRUST FUND			
	<i>PUBLIC WORKS</i>			
	OPERATING EXPENSES	250		
	<i>TOTAL</i>			<i>250</i>
7310	FIRE HISTORIC PRESERVATION FUND			
	<i>PUBLIC SAFETY</i>			
	CAPITAL OUTLAY	1,470		
	<i>TOTAL</i>			<i>1,470</i>
7320	FIRE LOSS SECURITY FUND			
	<i>PUBLIC SAFETY</i>			
	OPERATING	21,371		
	<i>TOTAL</i>			<i>21,371</i>
7410	DRUG LAW ENFORCEMENT TRUST FUND			
	<i>PUBLIC SAFETY</i>			
	OPERATING EXPENSES	20,000		
	<i>TOTAL</i>			<i>20,000</i>
GRAND TOTAL TRUST AND AGENCY FUNDS				<u>63,091</u>
TOTAL ALL APPROPRIATIONS				<u>63,040,078</u>

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

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

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

FUND	FUND DESCRIPTION	CURRENT APPROPRIATIONS	ADJUSTED APPROPRIATIONS	AMOUNT OF CHANGE	% CHANGE	ACCOUNT NUMBER	REASON FOR REQUEST
3120	CAPITAL IMPROVEMENT FUND PUBLIC SAFETY						
	CAPITAL EXPENSES	357,500	480,500	123,000	34.4%	31227000-53718 & 31227000-53719	\$58,000: Fire Department generator - originally budgeted \$70,000 & actual current price is \$120,000. Including \$8,000 for contingency as well. \$65,000: Fire Department Batallion Chief vehicle
6110	WATER FUND PUBLIC WORKS						
	OPERATING EXPENSES	1,809,800	1,959,800	150,000	8.3%	61138000-52611	Council passed Ordinance 2022-11 on 6/14/22 authorizing a \$150,000 economic development incentive from non-tax revenue-based funds

EMERGENCY ORDINANCE NO. 2022-27

AN ORDINANCE DETERMINING TO ADJUST SPECIAL ASSESSMENTS LEVIED FOR THE PURPOSE OF CONSTRUCTING CERTAIN IMPROVEMENTS AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to a petition filed by the owner of the benefited properties, dated August 13, 2018 ("Petition") this City Council ("Council") of the City of Monroe ("City"), Butler and Warren Counties, Ohio by Emergency Resolution No. 51-2018 adopted August 28, 2018, has declared the necessity of acquiring, constructing, installing, equipping, and improvement public improvements described in such Resolution and has adopted the assessments with respect to such improvements prepared and filed with the Clerk of Council and by Emergency Ordinance No. 2018-19 adopted on August 18, 2018, determined to proceed with said improvements; and

WHEREAS, in accordance with the Petition, the improvements identified in such Ordinance (hereinafter called the "Improvements") have been acquired and constructed on behalf of the City and in cooperation with the Warren County Port Authority ("Port Authority"); and

WHEREAS, the City has pursuant to Chapter 727 of the Ohio Revised Code authorized the assessments be levied and collected for the improvements identified in such Resolution (hereinafter called the "Improvements"); and

WHEREAS, this Council by Emergency Ordinance No. 2018-20 adopted on August 18, 2018 levied special assessments against benefited properties and certified said assessments to the Warren County Auditor for collection; and

WHEREAS, the City has received the report of the Administrator detailing the amount of funds to be available during 2022 and 2023 for the purpose of making debt service payments and indicating the amount by which the special assessments to be collected should be adjusted for tax year 2022, collection year 2023.

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

SECTION 1: The assessments of the cost and expense of the Improvements plus, Administrative Expenses, which were previously certified by this Council to the Warren County Auditor's office in the amounts set forth in Exhibit "A" attached hereto, shall be adjusted and shall be levied and collected for collection year 2023 in the amounts set forth on Exhibit "B" attached hereto.

SECTION 2: The Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the Warren County Auditor after adoption.

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 and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements included 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 for the further reason that the immediate adoption of said Ordinance is necessary for the orderly reduction of the assessments. 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” E. Ord. No. 2022- 27

\$2,885,000
WARREN COUNTY PORT AUTHORITY
DEVELOPMENT REVENUE BONDS
(OHIO COMMUNITIES ACCELERATOR FUND) SERIES 2021B
(MONROE SPECIAL ASSESSMENT PROJECT)
DATED MARCH 31, 2021

Date	Principal	Interest Rate	Interest	Total Debt Service	Annual Debt Service
6/1/2021	\$ 90,000	3.370%	\$ 16,474.15	\$ 106,474.15	
12/1/2021	45,000	3.370%	47,095.75	92,095.75	\$ 198,569.90
6/1/2022	45,000	3.370%	46,337.50	91,337.50	
12/1/2022	45,000	3.370%	45,579.25	90,579.25	181,916.75
6/1/2023	50,000	3.370%	44,821.00	94,821.00	
12/1/2023	50,000	3.370%	43,978.50	93,978.50	188,799.50
6/1/2024	50,000	3.370%	43,136.00	93,136.00	
12/1/2024	50,000	3.370%	42,293.50	92,293.50	185,429.50
6/1/2025	50,000	3.370%	41,451.00	91,451.00	
12/1/2025	50,000	3.370%	40,608.50	90,608.50	182,059.50
6/1/2026	55,000	3.370%	39,766.00	94,766.00	
12/1/2026	55,000	3.370%	38,839.25	93,839.25	188,605.25
6/1/2027	55,000	3.370%	37,912.50	92,912.50	
12/1/2027	55,000	3.370%	36,985.75	91,985.75	184,898.25
6/1/2028	60,000	3.370%	36,059.00	96,059.00	
12/1/2028	55,000	3.370%	35,048.00	90,048.00	186,107.00
6/1/2029	65,000	3.370%	34,121.25	99,121.25	
12/1/2029	65,000	3.370%	33,026.00	98,026.00	197,147.25
6/1/2030	60,000	3.370%	31,930.75	91,930.75	
12/1/2030	65,000	3.370%	30,919.75	95,919.75	187,850.50
6/1/2031	65,000	3.370%	29,824.50	94,824.50	
12/1/2031	70,000	3.370%	28,729.25	98,729.25	193,553.75
6/1/2032	65,000	3.370%	27,549.75	92,549.75	
12/1/2032	70,000	3.370%	26,454.50	96,454.50	189,004.25
6/1/2033	70,000	3.370%	25,275.00	95,275.00	
12/1/2033	75,000	3.370%	24,095.50	99,095.50	194,370.50
6/1/2034	70,000	3.370%	22,831.75	92,831.75	
12/1/2034	75,000	3.370%	21,652.25	96,652.25	189,484.00
6/1/2035	75,000	3.370%	20,388.50	95,388.50	
12/1/2035	75,000	3.370%	19,124.75	94,124.75	189,513.25
6/1/2036	80,000	3.370%	17,861.00	97,861.00	
12/1/2036	80,000	3.370%	16,513.00	96,513.00	194,374.00
6/1/2037	80,000	3.370%	15,165.00	95,165.00	
12/1/2037	85,000	3.370%	13,817.00	98,817.00	193,982.00
6/1/2038	85,000	3.370%	12,384.75	97,384.75	
12/1/2038	85,000	3.370%	10,952.50	95,952.50	193,337.25
6/1/2039	90,000	3.370%	9,520.25	99,520.25	
12/1/2039	240,000	3.370%	8,003.75	248,003.75	347,524.00
6/1/2040	235,000	3.370%	3,959.75	238,959.75	238,959.75
	\$ 2,885,000.00		\$1,120,486.15	\$4,005,486.15	\$4,005,486.15

EXHIBIT “B” to E. Ord. No. 2022-27

The amount of the Special Assessment per acre to be collected from all Net Acreage necessary to satisfy the Annual Required Assessment of \$225,362.92 is approximately \$14,584.43 per acre (\$225,362.92 Annual Required / Assessment 15.4523 acres = \$14,584.43 per acre).

Parcel ID	Account Number	Current Owner	Acreage	Special Assessment
11-05-128-006-0	5802155	17AC East of Senate, LLC	1.6505	\$ 24,071.59
11-06-377-013-0	5802157	17AC East of Senate, LLC	9.5903	139,869.02
11-06-377-014-0	5801443	Senate Hotel LP	1.7991	26,238.84
11-05-201-001-0	5802158	17AC East of Senate, LLC	0.7410	10,807.06
11-05-201-002-1	5800676	17AC East of Senate, LLC	1.6714	24,376.41
Total			15.4523	\$225,362.92

\$2,885,000
WARREN COUNTY PORT AUTHORITY
DEVELOPMENT REVENUE BONDS
(OHIO COMMUNITIES ACCELERATOR FUND) SERIES 2021B
(MONROE SPECIAL ASSESSMENT PROJECT)
DATED MARCH 31, 2021

ANNUAL ADMINISTRATOR'S REPORT

August 3, 2022

Prepared By:



100 South Third Street
Columbus, Ohio 43215
614.227.2300

INTRODUCTION

The Warren County Port Authority (the “Authority”) issued its \$2,685,000 Development Revenue Bonds (Ohio Communities Accelerator Fund) Series 2018D (Monroe Special Assessment Project) (the “Original Bonds”) on November 9, 2018 pursuant to the financing documents including: (a) a Trust Indenture dated as of June 1, 2018 (the “Master Trust Indenture”), between the Authority and The Huntington National Bank, as trustee (the “Trustee”), as supplemented by the Seventh Supplemental Trust Indenture dated as of December 1, 2018 between the Authority and the Trustee, and (b) a Cooperative Agreement dated as of November 1, 2018 (the “Original Cooperative Agreement”), between the Authority, the City of Monroe (the “City”) and 17AC East of Senate, LLC (the “Developer”).

The Original Bonds were issued for the purpose of financing certain public infrastructure improvements to meet additional demand by future real estate developments on the available public infrastructure in the City, including certain public roads, sewers, drains, and water pipes, together with the facilities and appurtenances necessary and proper therefor.

The Authority issued its \$2,885,000 Development Revenue Bonds (Ohio Communities Accelerator Fund) Series 2021B (Monroe Special Assessment Project) (the “Bonds”) on March 31, 2021 pursuant to the financing documents including: (a) the Master Trust Indenture, as supplemented by the Eighteenth Supplemental Trust Indenture dated as of March 1, 2021 (the “Supplemental Trust Indenture” and, together with the Master Trust Indenture, the “Trust Indenture”) between the Authority and the Trustee, and (b) the Original Cooperative Agreement, as amended by the First Amendment to Cooperative Agreement dated as of March 1, 2021 (the “Amendment to the Cooperative Agreement” and, together with the Original Cooperative Agreement, the “Cooperative Agreement”).

The Bonds were issued for the purpose of refunding the outstanding portion of the Original Bonds.

The Bonds are special, limited obligations of the Authority, which are payable solely from special assessments (the “Special Assessments”) to levied by the City and monies in certain funds and accounts held by the Trustee.

The City levied the Special Assessments pursuant to a Petition to Assess Property Within the City of Monroe to Pay a Portion of the Costs of Public Improvements submitted to the City by the Developer on August 13, 2018 (the “Original Petition”), as amended by an Amendment to the Petition to Assess Property Within the City of Monroe to Pay a Portion of the Costs of Public Improvements submitted by the Developer to the City on October 15, 2018 (together with the Original Petition, the “Petition”). The City accepted the Petition and levied the Special Assessments by approving Resolution No. 51-2018 on August 28, 2018, Ordinance 2018-28 on October 23, 2018, and Ordinance 2018-29 on October 23, 2018 (the “Assessing Ordinance”). The Special Assessments levied pursuant to the Petition and the City’s legislation are subject to reduction to equal the Annual Required Assessment (as defined herein).

Argus Growth Consultants, Ltd. (“Argus”) has been appointed by the Authority to carry out the duties of administrator (the “Administrator”) under the Administration Agreement dated as of November 1, 2018 (the “Original Administration Agreement”), between the Authority, Argus and the Trustee, as the trustee, as amended by the Amendment Agreement dated as of March 1, 2021 (together with the Original Administration Agreement, the “Administration Agreement”), between the

Authority, the Trustee, Argus, and the Incentive Review Group, LLC. In its role as Administrator, Argus is required to prepare and submit to the Authority and the Trustee an annual report (the “Report”) identifying all payments expected to be made in the upcoming fiscal year (January 1 through December 31), detailing the sources of revenue for such payments, and calculating the Annual Required Assessment (as defined herein) to be certified by the City for collection in the upcoming fiscal year. The Report, which includes all required information for both 2021 and 2022, is divided into three sections including: (1) Sources of Funds, (2) Uses of Funds, and (3) Annual Requirement Assessment. Any questions regarding this Report should be directed to:

Argus Growth Consultants, Ltd.

100 South Third Street
Columbus, Ohio 43215
(614) 227-2300

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SOURCES OF FUNDS

Principal and interest on the Bonds (the “Debt Service Charges”) and Administrative Amounts (as hereinafter defined) of the Authority are secured by several sources including the Special Assessments and investment earnings on various funds held by the Trustee. Detailed descriptions of these revenue sources are included below.

Special Assessments

Pursuant to the Petition, annual Special Assessments have been levied on the property subject to the Petition for a period of twenty (20) years in amounts sufficient to pay Bond Service Charges and Administrative Amounts in the succeeding fiscal year. Based on calculations prepared by the Administrator, the Special Assessments may be reduced or abated to cause the Special Assessments to equal the Administrative Amounts and Bond Service Charges due in the year of collection, PLUS any then-existing deficiencies in Special Assessments Collected by the City, LESS any investment earnings in the Series 2021B PRF Account (as that term is defined in the Trust Indenture), as of June 1 in the year of the calculation, LESS any amounts that the Authority notifies the Administrator are available to pay Administrative Amounts and Bond Service Charges in the applicable year (the “Annual Required Assessment”). Under the Trust Indenture, the Special Assessments are transferred to the Trustee, and the Trustee is to deposit the Special Assessments into the Series 2021B Revenue Account of the Revenue Fund.

2021 Special Assessment: The City levied Special Assessments for collection in 2021 in the aggregate amount of \$228,490.14. The County collected \$119,957.32 with the first half 2021 property tax collection cycle and retained \$5,702.25 of this amount as a collection fee. The remaining \$114,245.07 was distributed by the County to the City and deposited by the City with the Trustee. The County collected \$119,300.49 in the second half 2021 property tax collection cycle and retained \$5,070.83 of this amount as a collection fee. The remaining \$114,229.66 was distributed by the County to the City and deposited by the City with the Trustee.

2022 Special Assessment: The City levied Special Assessments for collection in 2022 in the aggregate amount of \$229,534.72. The County collected \$120,505.73 prior to the deadline for the payment of first half 2022 property taxes. The County retained \$5,738.37 of the \$120,505.73 collected and distributed the remaining \$114,767.36 to the City. The City deposited \$114,767.36 with the Trustee on April 22, 2022.

The County collected \$120,505.73 prior to the deadline for payment of second half 2022 property taxes. The County is expected to retain \$5,738.37 of this amount as its collection fee and deposit \$114,767.36 with the Trustee.

Bond Fund

Pursuant to the Trust Indenture, monies in the Series 2021B Interest Subaccount and the Series 2021B Principal Subaccount were pledged to the payment of Bond Service Charges on the Bonds.

Series 2021B Interest Subaccount

As of May 31, 2021, the balance in the Series 2021B Interest Subaccount was \$106,474.15. As of June 30, 2022, \$183,433.25 was transferred into the Series 2021B Interest Subaccount, and the Series 2021B Interest Subaccount accrued \$1.47 in interest. The amounts on deposit in the Series 2021B Interest Subaccount were used to pay interest on the Bonds on June 1, 2021 (\$16,474.15), December 1, 2021 (\$47,095.75), and June 1, 2022 (\$46,337.50) and to pay principal on the bonds on June 1, 2021 (\$90,000.00), December 1, 2021 (\$45,000.00), and June 1, 2022 (\$45,000.00).

Table A
Series 2021B Interest Subaccount
2021 and 2022 Activity
(As June 30, 2022)

Beginning Balance as of May 31, 2021	\$ 106,474.15
Transfer from the Revenue Fund	183,433.25
Investment Earnings	1.47
Payment of Principal on the Bonds	(109,907.40)
Payment of Interest on the Bonds	(180,000.00)
Balance as of June 30, 2022	\$ 1.47

Series 2021B Principal Subaccount

As of June 30, 2022, there has been no activity in the Series 2021B Principal Subaccount.

Reserve Fund

Series 2021B PRF Account in the Primary Reserve Fund

The Series 2021B PRF Account in of the Primary Reserve Fund was created and funded in the amount of \$288,500.00 with the issuance of the Bonds. Following the initial deposit, the reserve requirement is equal to the ten percent (10%) of the sale proceeds of the Bonds (the “Reserve Requirement”), which for the Original Bonds was \$288,500.00. The amount of the Reserve Requirement in the Series 2021B PRF Account is pledged to the payment of Bond Service Charges on the Bonds. Pursuant to the Trust Indenture, investment earnings on the Series 2021B PRF Account are retained in the Series 2021B PRF Account. After December 2nd but prior to December 31st of each year, the amount on deposit in the Series 2021B PRF Account that exceeds the Reserve Requirement is to be transferred to the Series 2021B Interest Subaccount or, if the amount already on deposit in the Series 2021B Interest Subaccount exceeds the amount of interest which will be due and payable on the Bonds in the next succeeding June 1st, to the Series 2021B Principal Subaccount.

2021 and 2022 Balances of the Series 2021B PRF Account in the Primary Reserve Fund:

As of June 30, 2022, the Series 2021B PRF Account contains \$293,018.80, which exceeds the Reserve Requirement by \$4,518.80.

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USES OF FUNDS

Bond Service Charges

A copy of the debt service schedule for the Bonds is included as **Exhibit A** to this Report.

2021 Bond Service Charges: Bond Service Charges in 2021 on the Bonds consisted of an interest payment of \$16,474.15 due on June 1st, a principal payment of \$90,000.00 due on June 1st, an interest payment of \$47,095.75 due on December 1st, and a principal payment of \$45,000.00 due on December 1st. The interest payments due on June 1, 2021 (\$16,474.15) and on December 1, 2021 (\$47,095.75) were paid from available monies in the Series 2021B Interest Subaccount. The principal payments due on June 1, 2021 (\$90,000.00) and on December 1, 2021 (\$45,000.00) were paid from available monies in the Series 2021B Interest Subaccount.

2022 Bond Service Charges: Bond Service Charges in 2022 on the Bonds include interest payments of \$46,337.50 due on June 1st and \$45,579.25 due on December 1st, and principal payments of \$45,000.00 due on June 1st and \$45,000.00 due on December 1st. The interest payment due on June 1, 2022 (\$46,337.50) and the principal payment due on June 1, 2022 (\$45,000.00) were paid from available monies in the Series 2021B Interest Subaccount. The interest payment due in December will be paid from available monies in the Series 2021B Interest Subaccount, and the principal payment due in December will be paid from available monies in the Series 2021B Principal Subaccount.

2023 Bond Service Charges: Bond Service Charges in 2023 include an interest payment of \$44,821.00 due on June 1st, an interest payment of \$43,978.50 due on December 1st, a principal payment of \$50,000.00 due on June 1st, and a principal payment of \$50,000.00 December 1st. Bond Service Charges in 2023 will be paid from the Special Assessments collected in 2023.

Administrative Amounts

Administrative Amounts, as defined in Trust Indenture, means that portion of the Financing Payments to be paid to the Issuer or the Trustee, as applicable, for the payment of their respective fees and any other amounts other than Required Amounts to be paid under the Cooperative Agreement and the Trust Agreement, including any amounts required to be deposited in the Rebate Fund and in any reimbursement of any other expenses incurred by the Issuer or the Trustee, including those to comply with continuing disclosure or rebate obligations pertaining to the Bonds.

Administrative Amounts are payable on each Interest Payment Date from money held by the Trustee in the Series 2021B Revenue Account.

2021 Administrative Amounts: The total Administrative Amounts for 2021 consisted of (i) the Reporting Agent Fee (\$7,500.00) paid to the Authority on January 1, 2021, (ii) the Administrator Fee (\$7,500.00) paid to the Administrator on December 23, 2021 for continuing disclosure services, (iii) and the Trustee Fee (\$2,500.00) paid directly to the Trustee on December 31, 2021.

The Authority received an additional \$20,649.50 on June 24, 2020, of this amount \$2,444.24 was allocated to the Authority's fee due on June 1, 2021, and \$6,987.50 was allocated to the Authority's fee due on December 1, 2021, which left \$11,217.76 to be credited to the payment of Administrative Expenses in 2022 and in future years until such overpayment has been accounted for.

2022 Administrative Amounts: Pursuant to the 2021 Annual Administrator’s Report, the total Administrative Amounts for 2022 were estimated as follows:

Table B
Budgeted Administrative Amounts
2022

Port Authority Fee (June 1, 2022)	\$ 6,875.00
Port Authority Fee (December 1, 2022)	6,762.50
Reporting Agent Fee	7,500.00
Trustee Fee	2,500.00
Administrator Fee	7,500.00
Miscellaneous	<u>5,000.00</u>
Total	\$36,137.50

The Authority’s fee due on June 1, 2022 (\$6,875.00) was allocated to the overpayment received by the Authority on June 24, 2020, which leaves \$4,342.76 to be credited to the payment of Administrative Expenses in 2022 and in future years until such overpayment has been accounted for.

2023 Administrative Amounts: The total Administrative Amounts for 2022 are estimated as follows:

Table C
Budgeted Administrative Expenses
2023

Port Authority Fee (June 1, 2023)	\$ 6,650.00
Port Authority Fee (December 1, 2023)	6,525.00
Reporting Agent Fee	7,500.00
Trustee Fee	2,500.00
Administrator Fee	7,500.00
Miscellaneous	<u>5,000.00</u>
Total	\$35,675.00

ANNUAL REQUIRED ASSESSMENT

The Annual Required Assessment is defined in the financing documents as “an amount equal to Bond Service Charges due in the year of collection, PLUS any then-existing deficiencies in Special Assessments Collected by the City, LESS any investment earnings in the Series 2021B PRF Account, as defined in the Supplemental Trust Indenture, as of June 1 in the year of the calculation, LESS any amounts that the Authority notifies the Administrator are available to pay Administrative Amounts and Bond Service Charges in the applicable year, including amounts available under Section 8 of the Supplemental Trust Indenture for the final Financing Payment Date on June 1, 2040.” Definitions of Administrative Amounts and Bond Service Charges are as follows:

“Administrative Amounts” means that portion of the Financing Payments representing fees and reasonable expenses of the Trustee, the Authority, the Administrator, and the Reporting Agent, and including the Authority Fees, the Trustee Fees, the Administrator Fees, Reporting Agent fees, and any amounts (other than the Bond Service Charges) required to be paid under this Agreement, including, but not limited to attorneys’ fees, amounts expended by the Authority or the Trustee in pursuing remedies, and amounts expended in connection with the levy, collection, and transfer of the Assigned Special Assessments.

“Bond Service Charges” means, for any period or payable at any time, the principal of and premium, if any, and interest on the Bonds for that period or payable at that time whether due at maturity or upon acceleration or redemption.

2023 Annual Required Assessment:

The Annual Required Assessments to be placed on the 2022 tax duplicate (collection in 2023) are shown in the table below. The applicable Bond Service Charges and Administrative Amounts are estimated to equal \$344,316.25. The amounts available to pay the applicable Bond Service Charges are estimated to equal \$198,636.57, resulting in an estimated deficit of \$145,679.68.

Pursuant to Assessing Ordinance, the maximum amount of special assessments approved for collection in 2022 is \$225,362.92. Further, the Assessing Ordinance authorizes the collection of Special Assessments through the first half of 2039. The Bonds do not mature until June 1, 2040. Therefore, there is a one year period between the last collection of the special assessments and the maturity of the Bonds. In order to secure sufficient revenue to pay Bond Service Charges and Administrative Amounts later in subsequent years, the Administrator has determined that the entire authorized amount for collection (\$225,362.92) should be collected in 2023. As a result, Special Assessments in the amount of \$225,362.92 need to be assessed in 2022 for collection in 2023.

**Table D
Annual Required Assessment
2022**

Bond Service Charges and Administrative Amounts

Interest on Bonds – December 1, 2022	\$ 45,579.25
Principal on Bonds – December 1, 2022	45,000.00
Interest on Bonds – June 1, 2023	44,821.00
Principal on Bonds – June 1, 2023	50,000.00
Interest on Bonds – December 1, 2023	43,978.50
Principal on Bonds – December 1, 2023	50,000.00
Outstanding Administrative Expenses, 2022	29,262.50
2023 Administrative Expenses	<u>35,675.00</u>
Total	\$344,316.25

Amounts Available

Additional Amounts Received by Authority	\$ 4,342.76
Series 2021B Interest Subaccount	1.47

Series 2021B Cost of Issuance	
Interest Subaccount	14,398.84
Series 2021B Revenue Fund	60,607.34
Estimated Second Half 2022 Special	
Assessments for Deposit	114,767.36
Series 2021B PRF Account excess	
Above the Reserve Requirement	<u>4,518.80</u>
Total Annual Available Amounts	\$ 198,636.57
Total Amounts Available – Bond Service	
Charges and Administrative Amounts	\$ (145,679.68)
Additional Authorized Assessments	
Under the Assessing Ordinance	\$ 79,683.24
Annual Required Assessment	\$ 225,362.92

According to the records of the Warren County Auditor, the property subject to the Petition and the Special Assessments currently consists of the following parcels:

Table E
Parcels Subject to the Special Assessment

Parcel ID	Account Number	Current Owner	Acreage
11-05-128-006-0	5802155	17AC East of Senate, LLC	1.6505
11-06-377-013-0	5802157	17AC East of Senate, LLC	9.5903
11-06-377-014-0	5801443	Senate Hotel LP	1.7991
11-05-201-001-0	5802158	17AC East of Senate, LLC	0.7410
11-05-201-002-1	5800676	17AC East of Senate, LLC	1.6714
11-05-600-009-0	5802156	City of Monroe, Ohio (Right-of-Way)	1.6732
Total			17.1255

According to the Petition:

“The Special Assessments will be apportioned to each Parcel based on the Apportionment Formula. We acknowledge that the Apportionment Formula apportions the Special Assessments among the Parcels based on the special benefits to be received by each Parcel in accordance with the laws of the State, and we agree that the Special Assessments shall be assessed upon the Parcels based on the Apportionment Formula.”

Further, “upon the conveyance of any Parcel or subdivision thereof by the Petitioner to the City, the Special Assessments levied on the Parcel so subdivided shall no longer be levied on any new parcel comprised solely of land that is used for the Improvements and shall instead be levied entirely on that Parcel or those new Parcels created from the subdivision of such parcel that does not or do not, as the case may be, consist entirely of property upon which such Improvements shall be constructed. If more than one such Parcel subject to Special Assessments shall result from such subdivision, the Special Assessments shall be divided among the new Parcels.”

As set forth in the Petition, “‘Apportionment Formula’ means, as applied to each Parcel, the proportion that the acreage of such Parcel bears to the total acreage of all Parcels to be assessed (which proportion shall be expressed as a fraction) multiplied by the Special Assessment. The Petitioners agree that the Apportionment Formula assesses each Parcel in proportion to the special benefits each Parcel receives from the Improvements, all in accordance with Chapter 727 of the Ohio Revised Code.”

The Administrator has determined that the property subject to the Petition has been subdivided, and one parcel has been conveyed to the City for use as right-of-way. The parcels and acreage, which acreage excludes any open space and public right-of-way, are shown on Table E, below.

The amount of the Special Assessment per acre to be collected from all Net Acreage necessary to satisfy the Annual Required Assessment of \$225,362.92 is approximately \$14,584.43 per acre (\$225,362.92 Annual Required / Assessment 15.4523 acres = \$14,584.43 per acre). The City shall certify the following amounts to the Warren County Auditor pursuant to Section 2.4(b) of the Cooperative Agreement:

Table F
Special Assessments for Certification

Parcel ID	Account Number	Current Owner	Acreage	Special Assessment
11-05-128-006-0	5802155	17AC East of Senate, LLC	1.6505	\$ 24,071.59
11-06-377-013-0	5802157	17AC East of Senate, LLC	9.5903	139,869.02
11-06-377-014-0	5801443	Senate Hotel LP	1.7991	26,238.84
11-05-201-001-0	5802158	17AC East of Senate, LLC	0.7410	10,807.06
11-05-201-002-1	5800676	17AC East of Senate, LLC	1.6714	24,376.41
Total			15.4523	\$225,362.92

EXHIBIT A

\$2,885,000

**WARREN COUNTY PORT AUTHORITY
DEVELOPMENT REVENUE BONDS
(OHIO COMMUNITIES ACCELERATOR FUND) SERIES 2021B
(MONROE SPECIAL ASSESSMENT PROJECT)
DATED MARCH 31, 2021**

Date	Principal	Interest Rate	Interest	Total Debt Service	Annual Debt Service
6/1/2021	\$ 90,000	3.370%	\$ 16,474.15	\$ 106,474.15	
12/1/2021	45,000	3.370%	47,095.75	92,095.75	\$ 198,569.90
6/1/2022	45,000	3.370%	46,337.50	91,337.50	
12/1/2022	45,000	3.370%	45,579.25	90,579.25	181,916.75
6/1/2023	50,000	3.370%	44,821.00	94,821.00	
12/1/2023	50,000	3.370%	43,978.50	93,978.50	188,799.50
6/1/2024	50,000	3.370%	43,136.00	93,136.00	
12/1/2024	50,000	3.370%	42,293.50	92,293.50	185,429.50
6/1/2025	50,000	3.370%	41,451.00	91,451.00	
12/1/2025	50,000	3.370%	40,608.50	90,608.50	182,059.50
6/1/2026	55,000	3.370%	39,766.00	94,766.00	
12/1/2026	55,000	3.370%	38,839.25	93,839.25	188,605.25
6/1/2027	55,000	3.370%	37,912.50	92,912.50	
12/1/2027	55,000	3.370%	36,985.75	91,985.75	184,898.25
6/1/2028	60,000	3.370%	36,059.00	96,059.00	
12/1/2028	55,000	3.370%	35,048.00	90,048.00	186,107.00
6/1/2029	65,000	3.370%	34,121.25	99,121.25	
12/1/2029	65,000	3.370%	33,026.00	98,026.00	197,147.25
6/1/2030	60,000	3.370%	31,930.75	91,930.75	
12/1/2030	65,000	3.370%	30,919.75	95,919.75	187,850.50
6/1/2031	65,000	3.370%	29,824.50	94,824.50	
12/1/2031	70,000	3.370%	28,729.25	98,729.25	193,553.75
6/1/2032	65,000	3.370%	27,549.75	92,549.75	
12/1/2032	70,000	3.370%	26,454.50	96,454.50	189,004.25
6/1/2033	70,000	3.370%	25,275.00	95,275.00	
12/1/2033	75,000	3.370%	24,095.50	99,095.50	194,370.50
6/1/2034	70,000	3.370%	22,831.75	92,831.75	
12/1/2034	75,000	3.370%	21,652.25	96,652.25	189,484.00
6/1/2035	75,000	3.370%	20,388.50	95,388.50	
12/1/2035	75,000	3.370%	19,124.75	94,124.75	189,513.25
6/1/2036	80,000	3.370%	17,861.00	97,861.00	
12/1/2036	80,000	3.370%	16,513.00	96,513.00	194,374.00
6/1/2037	80,000	3.370%	15,165.00	95,165.00	
12/1/2037	85,000	3.370%	13,817.00	98,817.00	193,982.00
6/1/2038	85,000	3.370%	12,384.75	97,384.75	
12/1/2038	85,000	3.370%	10,952.50	95,952.50	193,337.25
6/1/2039	90,000	3.370%	9,520.25	99,520.25	
12/1/2039	240,000	3.370%	8,003.75	248,003.75	347,524.00
6/1/2040	235,000	3.370%	3,959.75	238,959.75	238,959.75
	\$ 2,885,000.00		\$1,120,486.15	\$4,005,486.15	\$4,005,486.15

EMERGENCY ORDINANCE NO. 2022-28

AN ORDINANCE DETERMINING TO ADJUST SPECIAL ASSESSMENTS LEVIED FOR THE PURPOSE OF CONSTRUCTING CERTAIN IMPROVEMENTS AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to a petition filed by the owners of the benefited properties, dated July 21, 2008, ("Petition") this City Council ("Council") of the City of Monroe ("City"), Butler and Warren Counties, Ohio by Resolution No. 69-2008 adopted August 12, 2008, has declared the necessity of acquiring and constructing the improvements described in such Resolution and has adopted the assessments with respect to such improvements prepared and filed with the Clerk of Council and by Ordinance No. 2008-34 adopted on August 12, 2008, determined to proceed with said improvements; and

WHEREAS, in accordance with the Petition, the improvements identified in such Ordinance (hereinafter called the "Improvements") have been acquired and constructed on behalf of the City and in cooperation with the Warren County Port Authority ("Port Authority"); and

WHEREAS, the City has pursuant to Chapter 727 of the Ohio Revised Code authorized the assessments be levied and collected for the Improvements; and

WHEREAS, this Council by Ordinance No. 2008-35 adopted August 12, 2008 levied special assessments against benefited properties and certified said assessments to the Warren County Auditor for collection; and

WHEREAS, the Tax Increment Service and Cooperative Agreement entered into by and among the City, the property owners and the Port Authority (the "Cooperative Agreement"), dated March 1, 2008 requires the assessments to be adjusted by the amount of service payments in lieu of taxes collected pursuant to Section 5709.42 of the Ohio Revised code and the Cooperative Agreement; and

WHEREAS, the City has received the report of the Administrator, as defined in the Cooperative Agreement, detailing the amount of service payments in lieu of taxes and other funds to be available during 2022 and 2023 for the purpose of making debt service payments and indicating the amount by which the special assessments to be collected should be adjusted for the 2023 collection year.

WHEREAS, this Council determines that the assessments previously levied should be adjusted.

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

SECTION 1: That the assessments of the cost and expense of the Improvements plus Administrative Expenses, which were previously certified by this Council to the Warren County Auditor's Office in the amounts as set forth in Exhibit "A" attached hereto, shall

be adjusted and shall be levied and collected for collection year 2023 in the amounts set forth on Exhibit "B" attached hereto.

SECTION 2: The Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the Warren County Auditor after its adoption.

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

SECTION 4: That this measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the immediate adoption of said Ordinance is necessary for the orderly reduction of the assessments; therefore, this measure shall be in full force and effect from and immediately after its adoption.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Warren County Port Authority

VH Monroe Project - \$19,000,000 VH Monroe Total Special Assessments

Dated: August 1, 2008

Net Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
12/01/2008	-	-	435,416.67	435,416.67
12/01/2009	305,000.00	6.875%	1,306,250.00	1,611,250.00
12/01/2010	325,000.00	6.875%	1,285,281.26	1,610,281.26
12/01/2011	350,000.00	6.875%	1,262,937.50	1,612,937.50
12/01/2012	375,000.00	6.875%	1,238,875.00	1,613,875.00
12/01/2013	400,000.00	6.875%	1,213,093.76	1,613,093.76
12/01/2014	425,000.00	6.875%	1,185,593.76	1,610,593.76
12/01/2015	455,000.00	6.875%	1,156,375.00	1,611,375.00
12/01/2016	490,000.00	6.875%	1,125,093.76	1,615,093.76
12/01/2017	520,000.00	6.875%	1,091,406.26	1,611,406.26
12/01/2018	555,000.00	6.875%	1,055,656.26	1,610,656.26
12/01/2019	595,000.00	6.875%	1,017,500.00	1,612,500.00
12/01/2020	635,000.00	6.875%	976,593.76	1,611,593.76
12/01/2021	680,000.00	6.875%	932,937.50	1,612,937.50
12/01/2022	725,000.00	6.875%	886,187.50	1,611,187.50
12/01/2023	775,000.00	6.875%	836,343.76	1,611,343.76
12/01/2024	830,000.00	6.875%	783,062.50	1,613,062.50
12/01/2025	885,000.00	6.875%	726,000.00	1,611,000.00
12/01/2026	950,000.00	6.875%	665,156.26	1,615,156.26
12/01/2027	1,015,000.00	6.875%	599,843.76	1,614,843.76
12/01/2028	1,080,000.00	6.875%	530,062.50	1,610,062.50
12/01/2029	1,155,000.00	6.875%	455,812.50	1,610,812.50
12/01/2030	1,235,000.00	6.875%	376,406.26	1,611,406.26
12/01/2031	1,320,000.00	6.875%	291,500.00	1,611,500.00
12/01/2032	1,410,000.00	6.875%	200,750.00	1,610,750.00
12/01/2033	1,510,000.00	6.875%	103,812.50	1,613,812.50
Total	\$19,800,000.00	-	\$21,737,948.03	\$40,737,948.03

VH Monroe Total Special A | SINGLE PURPOSE | 7/10/2008 | 2:00 PM

Warren County Port Authority

VH Monroe Project - \$19,000,000 VH Monroe Total Special Assessments

Dated: August 1, 2008

Expense Summary

DATE	Warren County Port	Argus Administrator Fee	US Bank	TOTAL
12/01/2008	31,666.67	15,615.00	2,000.00	49,281.67
12/01/2009	95,000.00	16,255.00	2,000.00	113,255.00
12/01/2010	93,475.00	16,922.00	2,000.00	112,397.00
12/01/2011	91,850.00	17,615.00	2,000.00	111,465.00
12/01/2012	90,100.00	18,338.00	2,000.00	110,438.00
12/01/2013	88,225.00	19,090.00	2,000.00	109,315.00
12/01/2014	86,225.00	19,872.00	2,000.00	108,097.00
12/01/2015	84,100.00	20,687.00	2,000.00	106,787.00
12/01/2016	81,825.00	21,535.00	2,000.00	105,360.00
12/01/2017	79,375.00	22,418.00	2,000.00	103,793.00
12/01/2018	76,775.00	23,337.00	2,000.00	102,112.00
12/01/2019	74,000.00	24,294.00	2,000.00	100,294.00
12/01/2020	71,025.00	25,290.00	2,000.00	98,315.00
12/01/2021	67,850.00	26,327.00	2,000.00	96,177.00
12/01/2022	64,450.00	27,406.00	2,000.00	93,856.00
12/01/2023	60,825.00	28,530.00	2,000.00	91,355.00
12/01/2024	56,950.00	29,700.00	2,000.00	88,650.00
12/01/2025	52,800.00	30,918.00	2,000.00	85,718.00
12/01/2026	48,375.00	32,185.00	2,000.00	82,560.00
12/01/2027	43,625.00	33,505.00	2,000.00	79,130.00
12/01/2028	38,550.00	34,878.00	2,000.00	75,428.00
12/01/2029	33,150.00	36,308.00	2,000.00	71,458.00
12/01/2030	27,375.00	37,797.00	2,000.00	67,172.00
12/01/2031	21,200.00	39,347.00	2,000.00	62,547.00
12/01/2032	14,600.00	40,960.00	2,000.00	57,560.00
12/01/2033	7,550.00	42,639.00	2,000.00	52,189.00
Total	\$1,580,941.67	\$701,768.00	\$52,000.00	\$2,334,709.67

VH Monroe Total Special A | SINGLE PURPOSE | 7/10/2008 | 2:00 PM

Exhibit “B” E. Ord. No. 2022-28

Special Assessments per acre to be collected from all Net Acreage necessary to satisfy the Annual Required Assessment of \$1,124,762.58 is approximately \$3,114.19 per acre (\$1,124,762.58 Annual Required Assessment / 361.17290 acres = \$3,114.19 per acre).

Parcel ID	Account Number	Current Owner	Acreage	Special Assessment
11-05-400-021-1	5900878	Duke Energy Ohio Inc.	2.997	\$ 9,333.24
11-04-200-008-1	5900896	MREIC Monroe OH LLC	22.4063	69,777.57
11-05-200-020-1	5802051	ProLogis-A5 OH III LLC	56.047	174,541.25
11-05-300-021-2	5900913	Lex PN Cincy II LLC	68.5176	213,377.12
11-05-400-035-1	5900911	Lex PN Cincy III LLC	44.5433	138,716.49
11-04-200-009-1	5900898	BCIF Park North Logistics Center LLC	51.1947	159,430.24
11-05-400-034-1	5802135	Granite (Park North 4) LLC	42.603	132,674.02
11-05-300-021-1	5802144	Lex PN Cincy II LLC	6.5564	20,417.90
11-05-400-035-2	5802143	Lex PN Cincy III LLC	10.9846	34,208.18
11-05-300-022-1	5802145	Lex PN Cincy I LLC	8.083	25,172.03
11-05-200-033-1	5802091	Granite (Park North 2) LLC	33.782	105,203.71
11-05-200-034-1	5802092	Lex PN Cincy IV LLC	13.458	41,910.83
Total			361.1729	\$1,124,762.58

\$10,740,000
WARREN COUNTY PORT
AUTHORITY
SPECIAL OBLIGATION
DEVELOPMENT
REVENUE REFUNDING BONDS
(OHIO COMMUNITIES
ACCELERATOR FUND) SERIES 2018F
(CORRIDOR 75 PARK REFUNDING
PROJECT)
DATED DECEMBER 18, 2018

\$2,195,000
WARREN COUNTY PORT
AUTHORITY
SPECIAL OBLIGATION
DEVELOPMENT
REVENUE BONDS
(OHIO COMMUNITIES
ACCELERATOR FUND) SERIES 2022B
(CORRIDOR 75 PARK PROJECT)
DATED SEPTEMBER 14, 2022

ANNUAL ADMINISTRATOR'S REPORT



August 29, 2022

Prepared By:



100 South Third Street
Columbus, Ohio 43215
614.227.2300

INTRODUCTION

The Warren County Port Authority (the “Authority”) issued its \$10,000,000 Special Obligation Development Revenue Bonds, Series 2008A (Corridor 75 Park Project) (the “Original Bonds”) on September 24, 2008 pursuant to the financing documents including: (a) a Master Trust Agreement dated as of March 1, 2008 (the “Original Trust Agreement”), between the Authority and U.S. Bank National Association, as trustee (the “Prior Trustee”), as supplemented by a Second Supplemental Trust Agreement dated as of September 24, 2008 (the “Second Supplement”) and by a Third Supplemental Trust Agreement dated as of October 1, 2008 (the “Third Supplement”), and (b) a Tax Increment Service and Cooperative Agreement dated as of March 1, 2008 (the “Original Cooperative Agreement”), between the Authority, the City of Monroe (the “City”) and VH Monroe, LLC (the “Original Developer”).

The Original Bonds were issued for the purpose of financing certain public infrastructure improvements to meet additional demand by future real estate developments on the available public infrastructure in the City, including certain private improvements (the “Development”) undertaken by the Developer, at the southeast quadrant of the I-75/SR 63 interchange (the “Development Site”).

The Authority issued its \$11,185,000 Special Obligation Development Revenue Refunding Bonds, Series 2017 (Corridor 75 Park Project) (the “Prior Bonds”) on November 8, 2017 pursuant to the financing documents including a Fourth Supplemental Trust Agreement dated as of November 1, 2017 (the “Fourth Supplement” and together with the Original Trust Agreement, the First Supplement, the Second Supplement, and the Third Supplement, the “Prior Trust Agreement”) between the Authority and the Prior Trustee. The Prior Bonds were issued for the purpose of advance refunding the Original Bonds.

The Authority issued its \$10,740,000 Special Obligation Development Revenue Refunding Bonds (Ohio Communities Accelerator Fund) Series 2018F (Corridor 75 Park Refunding Project) (the “Series 2018F Bonds”) on December 18, 2018 pursuant to the financing documents including a Trust Indenture dated as of June 1, 2018 (the “Master Trust Indenture”), between the Authority and The Huntington National Bank, as trustee (the “Trustee”), as supplemented by the Seventh Supplemental Trust Indenture dated as of December 1, 2018 (together with the Master Trust Indenture, the “Series 2018F Trust Indenture”) between the Authority and the Trustee. The Series 2018F Bonds were issued to refund the Prior Bonds.

The Series 2018F Bonds are special, limited obligations of the Authority, which are payable solely from (a) tax increment revenues to be collected by the City other than the portion of the service payments pledged to the Monroe Local School District as School District Compensation Payments (as that term is defined in the Cooperative Agreement) (the “Service Payments”); (b) special assessments (the “Special Assessments”) to be levied by the City to the extent the Service Payments are expected to be insufficient to cover the debt service and administrative expenses on the Bonds; and (c) monies in certain funds and accounts held by the Trustee.

The Authority issued its \$2,195,000 Special Obligation Development Revenue Bonds (Ohio Communities Accelerator Fund), Series 2022B (Corridor 75 Park Project) (the “Series 2022B Bonds” and, together with the Series 2018F Bonds, the “Bonds”) on September 14, 2022 pursuant to the financing documents including the Master Trust Indenture, as supplemented by the Twenty-Fourth Supplemental Trust Indenture dated as of July 1, 2022, between the Authority and the Trustee, and the

Twenty-Fifth Supplemental Trust Indenture dated as of September 1, 2022, between the Authority and the Trustee (collectively with the Master Trust Indenture, the “Series 2022B Trust Indenture”). The Series 2022B Bonds were issued to pay certain costs of the construction of a right-turn deceleration lane on eastbound State Route 63 and related sidewalk improvements (the “Series 2022B Project”).

The Series 2022B Bonds are special, limited obligations of the Authority, which are payable solely from (a) the Special Assessments to be levied by the City and (b) monies in certain funds and accounts held by the Trustee. The use of proceeds of the Series 2022B Bonds to pay the costs of the Series 2022B Project and the use of the Special Assessments to repay the Series 2022B Bonds are set out in the First Amendment to Tax Increment Service and Cooperative Agreement dated as of September 1, 2022 (the “First Amendment to Cooperative Agreement” and, together with the Original Cooperative Agreement, the “Cooperative Agreement”) among the Authority, the City, and Park North Master Development, LLC (the “Developer”), as the successor in interest to the Original Developer.

Argus Growth Consultants, Ltd. (“Argus”) has been appointed by the Authority to carry out the duties of administrator (the “Administrator”) under the Administration Agreement dated as of March 1, 2008 (the “Administration Agreement”), between the Authority, Argus and the Trustee, as the successor trustee. In its role as Administrator, Argus is required to prepare and submit to the Authority and the Trustee an annual report (the “Report”) identifying all payments expected to be made in the upcoming fiscal year (January 1 through December 31), detailing the sources of revenue for such payments, and calculating the Annual Required Assessments (as defined herein) to be levied by the City for collection in the upcoming fiscal year. The Report, which includes all required information for both 2022 and 2023, is divided into three sections including: (1) Sources of Funds, (2) Uses of Funds, and (3) Annual Requirement Assessments. Any questions regarding this Report should be directed to:

Argus Growth Consultants, Ltd.
100 South Third Street
Columbus, Ohio 43215
(614) 227-2300

SOURCES OF FUNDS

Principal and interest on the Series 2018F Bonds (the “Series 2018F Debt Service Charges”) and Series 2018F Administrative Amounts (as hereinafter defined) of the Authority are secured by several sources including the Service Payments, the Special Assessments, and investment earnings on various funds held by the Trustee for the Series 2018F Bonds. Principal and interest on the Series 2022B Bonds (the “Series 2022B Debt Service Charges” and, together with the Series 2018F Debt Service Charges, the “Debt Service Charges”) and Series 2022B Administrative Amounts (as hereinafter defined) of the Authority are secured by the Special Assessments and investment earnings on various funds held by the Trustee for the Series 2022B Bonds. Detailed descriptions of these revenue sources are included below.

Service Payments

Pursuant to the Cooperative Agreement, the Developer and subsequent owners of the Development Site make Service Payments to the City in amounts equal to the real property taxes the Developer and subsequent owners of the Development Site would have paid on the improvements to the Development Site had the improvements not been exempt from taxation. Under the Series 2018F Trust Indenture, the Service Payments are transferred to the Trustee, and the Trustee is to deposit the Service Payments in the Series 2018F Revenue Account of the Revenue Fund.

2022 Service Payments: According to the City, Service Payments in the amount of \$102,398.43 (net of County Auditor fees) were collected in the first half settlement of 2022. For the first half settlement of 2022, the School District compensation payment was \$46,079.29. The remaining amount (\$56,319.14) was transferred to the Trustee pursuant to the Series 2018F Trust Indenture. The Trustee deposited the Service Payments in the Series 2018F Revenue Account of the Revenue Fund.

Table A-1
Series 2018F Revenue Account
(As June 30, 2022)

Balance as of May 31, 2021	\$ 311,812.19
First Half 2022 Settlement (Service Payments)	56,319.14
First Half 2022 Settlement (Special Assessments)	441,127.08
Transfer to Series 2018F Interest Subacct.	(431,820.39)
Transfer to Series 2018F Principal Subacct.	(0.00)
Transfer to Admin. Exp. Account	(62,000.00)
Investment Earnings	<u>31.32</u>
Balance as of June 30, 2022	\$ 315,469.34

The second half settlement of 2022 has not yet occurred. It is estimated that Service Payments of \$99,227.22 (net of County Auditor fees) will be collected, and a compensation payment of \$44,652.25 will be made to the School District, in the second half settlement of 2021. Consequently, an additional \$54,574.97 will be deposited in the Series 2018F Revenue Account of the Revenue Fund in 2022.

2023 Service Payments: Pursuant to the financing documents for the Series 2018F Bonds, Annual Projected Service Payments means the amount of Service Payments estimated by the Administrator (assuming that existing levies will expire as scheduled, unless a renewal or replacement levy has been approved by the electorate of the applicable taxing jurisdiction, and assuming further that the properties from which Service Payments will be derived will be valued at the assessed value of the properties most recently estimated or determined, if no more recent estimates exist, by the Warren County Auditor) to be received by the City.

By the first day of October of the year prior to taxes being collected, the Warren County Auditor must prepare the final tax list, which assigns the true value of the parcels within the TIF district. The estimated true value of the taxable property in the TIF district as of January 1, 2022 has not yet been set by the County Auditor. Therefore, for purposes of estimating the Annual Projected Service Payments to be collected in 2023, we are assuming that the true value for the incremental value of properties in the TIF district in tax year 2022 remain at the values set in tax year 2021 (\$9,674,930). It is estimated that Service Payments to be collected in 2023 will be \$203,710.80 as follows, with Table A-2 showing estimated Service Payments for Warren County Tax District 58 and Table A-3 showing estimated Service Payments for Warren County Tax District 59:

**Table A-2
Estimated Service Payments
to be Collected in 2022 (Tax District 58)**

Market Value	\$4,389,950.00
Assessed Value (35% of Market Value)	\$1,536,582.50
Commercial/Industrial Effective Millage Rate	59.968988
Service Payment to be Collected (Full Year)	\$92,141.30

**Table A-3
Estimated Service Payments
to be Collected in 2022 (Tax District 59)**

Market Value	\$5,284,980.00
Assessed Value (35% of Market Value)	\$1,849,743.00
Commercial/Industrial Effective Millage Rate	60.316218
Service Payment to be Collected (Full Year)	\$111,569.50

After deduction of estimated County Auditor fees (\$2,084.83) and the 45% compensation payment to the School District (\$90,731.69), **\$110,894.28** will remain available for Debt Service Charges on the Bonds and Administrative Expenses.

Special Assessments

Pursuant to a petition filed by the Original Developer with the City (the “Petition”), annual Special Assessments have been levied on all property within the Development Site for a period of twenty-seven (27) years in amounts sufficient to pay Debt Service Charges and Administrative

Expenses (as hereinafter defined) in the succeeding fiscal year. Based on calculations prepared by the Administrator, the Special Assessments may be reduced or abated to the extent that Service Payments and other revenues cover all or a portion of the Series 2018F Debt Service Charges and Series 2018F Administrative Expenses for the succeeding fiscal year (the “Annual Required Assessments”). Under the Cooperative Agreement, the Series 2018F Trust Indenture, and the Series 2022B Trust Indenture, the Special Assessments are transferred to the Trustee, and the Trustee is to deposit the Special Assessments into the Series 2018F Revenue Account of the Revenue Fund and the Series 2022B Revenue Account of the Revenue Fund, as appropriate..

2021 Special Assessment: The Administrator calculated that the Annual Required Assessments to be placed on the 2020 tax duplicate for collection in 2021 was \$830,550.43. Special Assessments in the amount of \$830,550.42 were collected in 2021. This amount was transferred to the Trustee pursuant to the Series 2018F Trust Agreement. The Trustee deposited the Special Assessments received for the first half of 2021 in the Series 2018F Revenue Account of the Revenue Fund. The Trustee deposited the Special Assessments received for the second half of 2021 in the Series 2018F Principal Subaccount. The deposit from the second half of 2021 is shown in Table A-5 below.

2022 Special Assessment: The Administrator calculated that the Annual Required Assessments to be placed on the 2021 tax duplicate for collection in 2022 were \$873,993.52. According to the City, Special Assessments in the amount of \$441,127.08 were collected in the first half settlement of 2022. This amount was deposited in Series 2018F Revenue Subaccount of the Revenue Fund, which is shown on Table A-1, in accordance with the Series 2018F Trust Indenture.

The second half settlement has not yet occurred. It is estimated based on the County Auditor’s collection data and the total amount of Special Assessments levied for collection in 2022 that **\$433,866.44** of Special Assessments will be collected in the second half of 2022.

Bond Fund

Pursuant to the Series 2018F Trust Indenture, monies in the Series 2018F Interest Subaccount and the Series 2018F Principal Subaccount were pledged to the payment of Series 2018F Debt Service Charges. Pursuant to the Series 2022B Trust Indenture, monies in the Series 2022B Interest Subaccount and the Series 2022B Principal Subaccount will be pledged to the payment of Series 2022B Debt Service Charges.

Series 2018F Interest Subaccount

The Series 2018F Interest Subaccount was created under the Series 2018F Trust Agreement as part of the issuance of the Series 2018F Bonds. On May 31, 2021 the balance of the Series 2018F Interest Subaccount was \$194,700.06. As of June 30, 2022, \$935,488.69 was transferred into the Series 2018F Interest Subaccount. In addition, the Series 2018F Interest Subaccount accrued \$3.82 in interest between May 31, 2021 and June 30, 2022. From the amounts available in the Series 2018F Interest Subaccount, \$573,400.00 was used to pay interest on the Series 2018F Bonds, and \$535,000.00 was used to pay Principal on the Series 2018F Bonds. Therefore, the balance in the Series 2018F Interest Subaccount as of June 30, 2022 was **\$21,792.57**.

Table A-4
Series 2018F Interest Subaccount Activity
(As June 30, 2022)

Beginning Balance	\$ 194,700.06
Transfer from the Series 2018F Revenue Account	431,820.39
Transfer from the Series 2018F PRF Account	34,076.04
Transfer from the Series 2018F Principal Subacct.	469,592.26
Payment of Interest on the Bonds	(573,400.00)
Payment of Principal on the Bonds	(535,000.00)
Investment Earnings	<u>3.82</u>
Balance as of June 30, 2022	\$ 21,792.57

Series 2018F Principal Subaccount

The Series 2018F Principal Subaccount was created under the Series 2018F Trust Agreement as part of the issuance of the Series 2018F Bonds. On May 31, 2021, the balance of the Series 2018F Principal Subaccount was \$0.00. As of June 30, 2022, \$469,588.14 was transferred into Series 2018F Principal Subaccount. In addition, the Series 2018F Principal Subaccount accrued \$12.68 in interest between May 31, 2021 and June 30, 2022. From the amounts available in the Series 2018F Principal Subaccount, \$469,592.26 was transferred to the Series 2018F Interest Subaccount to pay Principal on the Series 2018F Bonds. Therefore, the balance in the Series 2018F Principal Subaccount as of June 30, 2022 was **\$8.56**.

Table A-5
Series 2018F Principal Subaccount Activity
(As June 30, 2022)

Beginning Balance	\$ 0.00
Second Half 2021 Settlement (Service Payments)	54,312.93
Second Half 2021 Settlement (Special Assessments)	415,275.21
Transfer to the Series 2018F Interest Subacct.	(469,592.26)
Investment Earnings	<u>12.68</u>
Balance as of June 30, 2022	\$ 8.56

Series 2022B Interest Subaccount

The Series 2022B Interest Subaccount will be created under the Series 2022B Trust Agreement as part of the issuance of the Series 2022B Bonds. As of the date of this Report, the Authority has not yet issued the Series 2022B Bonds.

Series 2022B Principal Subaccount

The Series 2022B Principal Subaccount will be created under the Series 2022B Trust Agreement as part of the issuance of the Series 2022B Bonds. As of the date of this Report, the Authority has not yet issued the Series 2022B Bonds.

Reserve Fund

Series 2018F Bonds Reserve Requirement

The Series 2018F PRF Account in of the Primary Reserve Fund was created with the issuance of the Series 2018F Bonds and funded in the amount of \$1,074,000.00 with the issuance of the Series 2018F Bonds. Following the initial deposit, the reserve requirement is equal to the ten percent (10%) of the sale proceeds of the Series 2018F Bonds (the “Series 2018F Reserve Requirement”), which for the Series 2018F Bonds is \$1,074,000.00. The amount of the Series 2018F Reserve Requirement in the Series 2018F PRF Account is pledged to the payment of Series 2018F Debt Service Charges. Pursuant to the Series 2018F Trust Indenture, investment earnings on the Series 2018F PRF Account are retained in the Series 2018F PRF Account. After December 2nd but prior to December 31st of each year, the amount on deposit in the Series 2018F PRF Account that exceeds the Series 2018F Reserve Requirement is to be transferred to the Series 2018F Interest Subaccount or, if the amount already on deposit in the Series 2018F Interest Subaccount exceeds the amount of interest which will be due and payable on the Series 2018F Bonds in the next succeeding June 1st, to the Series 2018F Principal Subaccount.

2021 and 2022 Balance of the Series 2018F PRF Account in the Primary Reserve Fund

As of June 30, 2022, the Series 2018F PRF Account contains \$1,077,471.07, which exceeds the Series 2018F Reserve Requirement by \$3,471.07.

Series 2022B Bonds Reserve Requirement

The Series 2022B PRF Account in of the Primary Reserve Fund will be created with the issuance of the Series 2022B Bonds and funded in the amount of \$219,500.00 with the issuance of the Series 2022B Bonds. Following the initial deposit, the reserve requirement is equal to the ten percent (10%) of the sale proceeds of the Series 2022B Bonds (the “Series 2022B Reserve Requirement”), which for the Series 2022B Bonds is \$219,500.00. The amount of the Series 2022B Reserve Requirement in the Series 2022B PRF Account is pledged to the payment of Series 2022B Debt Service Charges. Pursuant to the Series 2022B Trust Indenture, investment earnings on the Series 2022B PRF Account are retained in the Series 2022B PRF Account. After December 2nd but prior to December 31st of each year, the amount on deposit in the Series 2022B PRF Account that exceeds the Series 2022B Reserve Requirement is to be transferred to the Series 2022B Interest Subaccount or, if the amount already on deposit in the Series 2022B Interest Subaccount exceeds the amount of interest which will be due and payable on the Series 2022B Bonds in the next succeeding June 1st, to the Series 2022B Principal Subaccount.

2022 Balance of the Series 2022B PRF Account in the Primary Reserve Fund

As of the date of this Report, the Authority has not yet issued the Series 2022B Bonds. Upon the issuance of the Series 2022B Bonds, the Series 2022B PRF Account will contain \$219,500.00, which is equal to the Series 2022B Reserve Requirement.

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USES OF FUNDS

Debt Service Charges

A copy of the debt service schedule for the Bonds is included as **Exhibit A** to this Report.

2021 Debt Service Charges: Debt Service Charges in 2021 included an interest payment for the Series 2018F Bonds of \$194,700.00 due on June 1, an interest payment for the Series 2018F Bonds of \$194,700.00 due on December 1, and a principal payment for the Series 2018F Bonds of \$535,000.00 due on December 1. The interest payments for the Series 2018F Bonds due on June 1, 2021 (\$194,700.00) and on December 1, 2021 (\$194,700.00) were paid from available monies in the Series 2018F Interest Subaccount. The principal payment for the Series 2018F Bonds due on December 1, 2021 (\$535,000.00) was paid from available monies in the Series 2018F Interest Subaccount.

2022 Debt Service Charges: Debt Service Charges in 2022 include interest payments for the Series 2018F Bonds of \$184,000.00 due on June 1 and December 1, a principal payment for the Series 2018F Bonds of \$555,000.00 due on December 1, and an interest payment for the Series 2022B Bonds of \$22,300.59 due on December 1. The interest payment for the Series 2018F Bonds due on June 1, 2022 (\$184,000.00) was paid from available monies in the Series 2018F Interest Subaccount, and the Series 2018F Debt Service Charges due on December 1 will be paid from available monies as provided in the Series 2018F Trust Indenture. The interest payment for the Series 2022B Bonds due on December 1, 2022 (\$22,300.59) will be paid with proceeds of the Series 2022B Bonds.

2023 Debt Service Charges: Debt Service Charges in 2023 include interest payments of \$172,900.00 due on both June 1 and on December 1, and a principal payment of \$580,000.00 due on December 1. Debt Service Charges in 2023 will be paid from available monies as provided in the Trust Indenture.

Administrative Amounts

Administrative Amounts, as defined in Series 2018F Trust Indenture, for the Series 2018F Bonds (the “Series 2018F Administrative Amounts”) means that portion of the Financing Payments to be paid to the Issuer or the Trustee, as applicable, for the payment of their respective fees and any other amounts other than Required Amounts to be paid under the Series 2018F Trust Indenture and the Cooperative Agreement, including any amounts required to be deposited in the Series 2018F Rebate Fund and in any reimbursement of any other expenses incurred by the Issuer or the Trustee, including those to comply with continuing disclosure or rebate obligations pertaining to the Series 2018F Bonds. Administrative Amounts, as defined in Series 2022B Trust Indenture, for the Series 2022B Bonds (the “Series 2022B Administrative Amounts” and, together with the Series 2018F Administrative Amounts, the “Administrative Amounts”) means that portion of the Financing Payments to be paid to the Issuer or the Trustee, as applicable, for the payment of their respective fees and any other amounts other than Required Amounts to be paid under the Series 2022B Trust Indenture and the Cooperative Agreement, including any amounts required to be deposited in the Series 2022B Rebate Fund and in any reimbursement of any other expenses incurred by the Issuer or the Trustee, including those to comply with continuing disclosure or rebate obligations pertaining to the Series 2022B Bonds.

Series 2018F Administrative Amounts are payable on each Interest Payment Date from money held by the Trustee in the Series 2018F Revenue Account. Series 2022B Administrative Amounts are payable on each Interest Payment Date from money held by the Trustee in the Series 2022B Revenue Account.

2021 Administrative Expenses: Pursuant to the issuance of the Series 2018F Bonds and the 2020 Annual Administrator's Report, Series 2018F Administrative Amounts for 2021 were estimated at \$82,000.00. The table below compares estimated Series 2018F Administrative Amounts to actual Series 2018F Administrative Amounts applicable to bond year 2021.

Table B-1
Series 2018F Administrative Amounts
Bond Year 2021 Activity
(As of June 30, 2022)

	<u>Estimated</u>	<u>Amount Paid</u>	<u>Date Paid</u>	<u>Outstanding</u>
Port Authority Fee (2021)	\$50,000.00	\$50,000.00	12/8/2021	\$0.00
Disclosure Fee	10,000.00	10,000.00	4/8/2021	0.00
Trustee Fee	2,000.00	2,000.00	12/31/2021	0.00
Administrator Fee	15,000.00	10,885.49	1/20/2021	0.00
Miscellaneous	<u>5,000.00</u>	<u>---</u>	<u>---</u>	<u>---</u>
Total	\$82,000.00	\$72,885.49		

2022 Administrative Amounts: Pursuant to the 2021 Administrator's Report and the issuance of the Series 2018F Bonds, Series 2018F Administrative Amounts for 2022 are estimated at \$82,000. The table below compares estimated Series 2018F Administrative Amounts to actual Series 2018F Administrative Amounts applicable to bond year 2022. The Series 2022B Administrative Amounts for bond year 2022 will be paid from the proceeds of the Series 2022B Bonds.

Table B-2
Series 2018F Administrative Amounts
Bond Year 2022 Activity
(As of June 30, 2022)

	<u>Estimated</u>	<u>Amount Paid</u>	<u>Date Paid</u>	<u>Outstanding</u>
Port Authority Fee (2021)	\$50,000.00	\$ 0.00		\$50,000.00
Disclosure Fee	10,000.00	10,000.00	4/6/2022	0.00
Trustee Fee	2,000.00	0.00		2,000.00
Administrator Fee	15,000.00	0.00		15,000.00
Miscellaneous	<u>5,000.00</u>	<u>0.00</u>		<u>---</u>
Total	\$82,000.00	\$10,000.00		\$67,000.00

2023 Administrative Amounts: The total Administrative Amounts for 2023 are estimated as follows:

Table B-2
Budgeted Administrative Amounts
Bond Year 2023

Series 2018F Administrative Amounts	
Port Authority Fee (2023)	\$50,000.00
Disclosure Fee	10,000.00
Trustee Fee	2,000.00
Administrator Fee	15,000.00
Miscellaneous	<u>5,000.00</u>
Subtotal	\$82,000.00
Series 2022B Administrative Amounts	
Port Authority Fee (2023)	\$ 2,347.43
Disclosure Fee	5,000.00
Trustee Fee	2,500.00
Subtotal	\$9,847.43
Total	\$91,847.43

ANNUAL REQUIRED ASSESSMENTS

Annual Required Assessments are defined in the financing documents as “an amount equal to (i) the sum of the Annual Bond Payments for the remainder of the then-current Bond Year and the Annual Bond Payments for the next succeeding Bond Year, less (ii) the Annual Available Amounts.” Definitions of Annual Bond Payments and Annual Available Amounts are as follows:

“Annual Bond Payments” mean, during any Bond Year, the principal of and interest and any premium on the Obligations and all related charges, including replenishment of any depleted reserve funds or reimbursement (including interest) for draws on a Credit Support Instrument in the Reserve Fund used to pay Debt Service Charges, Trustee fees, Administrative Amounts, the Authority Annual Fee, and other fees and annual servicing costs required to be paid during the Bond Year.

“Annual Available Amounts” means the aggregate amounts estimated by the Administrator on an Annual Calculation Date to be available to pay the Annual Bond Payments in that and the next succeeding Bond Year, without reducing the amount in the Reserve Fund below the Reserve Requirement, which amount shall be equal to the sum of:

- (i) The value of amounts held in the Bond Fund, the Revenue Fund, the Administrative Expense Fund, the Surplus Fund, and the Capitalized Interest Account on the Annual Calculation Date; plus
- (ii) Annual Projected Service Payments, as estimated by the Administrator; plus
- (iii) The amount of any Special Assessment Collections due to be received by the City (or the Authority or the Trustee on behalf of the City) and to be transferred to and deposited with the Trustee from the Annual Calculation Date through December 31st of the same calendar year; plus

- (iv) If the Reserve Fund is in a form other than a Credit Support Instrument, the amounts estimated by the Administrator to be received by the Trustee as investment earnings on amounts in the Reserve Fund from the Annual Calculation Date through January 31st of the next succeeding Bond Year, provided that any amounts estimated to be received shall only be counted to the extent the total amount on deposit in the Reserve Fund is and is anticipated to remain equal to or greater than the Reserve Requirement, plus any excess expected to be available in the Reserve Fund as a result of any reduction in the Reserve Requirement; plus
- (v) The amount of any other revenues other than those mentioned in (i) through (iv) above to the extent that the Authority notifies the Administrator that the Authority reasonably expects that such revenues will be available to pay Annual Bond Payments during the next succeeding Bond Year.

2022 Annual Required Assessments:

The Annual Required Assessments to be placed on the 2022 tax duplicate (collection in 2023) are shown in the table below. The Annual Bond Payments for the Series 2018F Bonds are estimated to equal \$1,818,800.00, and the Annual Bond Payments for the Series 2022B Bonds are estimated to equal \$246,031.25. The Annual Available Amounts for the Series 2018F Bonds are estimated to equal \$940,068.67, resulting in an estimated deficit relating to the Series 2018F Bonds of \$878,731.33. The Annual Available Amounts for the Series 2022B Bonds are estimated to equal \$32,148.02, resulting in an estimated deficit relating to the Series 2022B Bonds of \$246,031.25. As a result, Special Assessments in the amount of \$1,124,762.58 need to be assessed in 2022 for collection in 2023.

Table C-1
Annual Required Assessments
2022 (Collection in 2023)

(A)	<i>Annual Bond Payments (Series 2018F Bonds)</i>	
	Interest on the Bonds—December 1, 2022	\$ 184,000.00
	Principal on Bonds – December 1, 2022	555,000.00
	Interest on Bonds – June 1, 2023	172,900.00
	Interest on Bonds – December 1, 2023	172,900.00
	Principal on Bonds – December 1, 2023	580,000.00
	Outstanding Administrative Expenses, 2022	72,000.00
	2023 Administrative Expenses	<u>82,000.00</u>
	Total Annual Bond Payments (Series 2018F Bonds)	\$1,818,800.00
(B)	<i>Annual Available Amounts (Series 2018F Bonds)</i>	
	Series 2018F Interest Subaccount	\$ 21,792.57
	Series 2018F Revenue Account	315,469.34
	Balance of Service Payments to be Collected in 2022	54,574.97
	Balance of Special Assessments to be Collected	

	in 2022	433,866.44
	Annual Projected Service Payments (2023)	110,894.28
	Reserve Fund investment earnings through June 30, 2022	<u>3,471.07</u>
	Total Annual Available Amounts (Series 2018F Bonds)	\$ 940,068.67
(A minus B)	Total Annual Available Amounts – Total Annual Bond Payments	\$ (878,731.33)
(C)	Annual Required Assessments for the Series 2018F Bonds	\$ 878,731.33
(D)	<i>Annual Bond Payments (Series 2022B Bonds)</i>	
	Interest on the Bonds—December 1, 2022	\$ 22,300.59
	Interest on Bonds – June 1, 2023	52,131.25
	Principal on the Bonds—June 1, 2023	65,000.00
	Interest on Bonds – December 1, 2023	50,587.50
	Principal on Bonds – December 1, 2023	60,000.00
	Outstanding Administrative Expenses, 2022	9,847.43
	2023 Administrative Expenses	<u>18,312.50</u>
	Total Annual Bond Payments (Series 2022B Bonds)	\$ 278,179.27
(E)	<i>Annual Available Amounts (Series 2022B Bonds)</i>	
	Capitalized Interest	\$ 22,300.59
	Capitalized Expenses	<u>9,847.43</u>
	Total Annual Available Amounts (Series 2018F Bonds)	\$ 32,148.02
(D minus E)	Total Annual Available Amounts – Total Annual Bond Payments	\$ (246,031.25)
(F)	Annual Required Assessments for the Series 2022B Bonds	\$ 246,031.25
(C plus F)	Total Annual Required Assessments	\$ 1,124,762.58

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According to the records of the Warren County Auditor, the Development Site, subject to the Special Assessment, currently consists of the following parcels:

Table C-2
Parcels Subject to the Special Assessment

Parcel ID	Account Number	Current Owner	Acreage
11-05-400-021-1	5900878	Duke Energy Ohio Inc.	2.997
11-04-200-008-1	5900896	MREIC Monroe OH LLC	22.4063
11-05-200-020-1	5802051	ProLogis-A5 OH III LLC	56.047
11-05-300-021-2	5900913	Lex PN Cincy II LLC	68.5176
11-05-400-035-1	5900911	Lex PN Cincy II LLC	44.5433
11-04-200-009-1	5900898	BCIF Park North Logistics Center LLC	51.1947
11-05-400-034-1	5802135	Granite I (Park North 4) LLC	42.603
11-05-300-021-1	5802144	Lex PN Cincy II LLC	6.5564
11-05-400-035-2	5802143	Lex PN Cincy III LLC	10.9846
11-05-300-022-1	5802145	Lex PN Cincy I LLC	8.083
11-05-200-033-1	5802091	Granite I (Park North 2) LLC	33.782
11-05-200-034-1	5802092	Lex PN Cincy IV LLC	13.458
11-05-600-008-0	5802147	Roadway (Park North Land LLC/Park North 5 LLC)	1.444
11-05-600-007-0	5900912	Roadway (Park North Land LLC/Park North 8, LLC)	1.3961
11-04-600-001-1	5900899	Road Way (City of Monroe)	5.5537
11-04-600-001-2	5802116	Road Way (City of Monroe)	0.7143
11-05-600-006-0	5802114	Road Way (City of Monroe)	5.793
11-05-600-005-0	5802099	Road Way (City of Monroe)	0.637
11-05-300-023-1	5802146	Open Space (Park North at Monroe Owners' Association, Inc.)	8.687
11-04-200-010-1	5900910	Open Space (Park North at Monroe Owners' Association, Inc.)	7.7491
11-05-400-026-0	5802097	Open Space (Park North at Monroe Owners' Association, Inc.)	11.093
11-05-400-027-2	5900891	Open Space (Park North at Monroe Owners' Association, Inc.)	4.868
11-05-400-027-1	5802098	Open Space (Park North at Monroe Owners' Association, Inc.)	12.86
11-05-200-030-1	5802087	Open Space (Park North at Monroe Owners' Association, Inc.)	1.194
Total			423.1621

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According to the Special Assessment Petition:

“The Special Assessment of a parcel shall be reapportioned to each new parcel upon the subdivision of a parcel. The Special Assessment shall be reapportioned to each new parcel in proportion to the developable portion (the “Net Acreage”) of each new parcel, which Net Acreage shall not include any lots or lands constituting public improvements or related rights of way. The reapportionment of the Special Assessment to each subdivided parcel shall be represented by the following formula:

$$A = B \times (C / D)$$

Where the terms have the following meanings:

A = The Special Assessment levied upon a newly subdivided parcel

B = The Net Acreage of the subdivided parcel

C = The Special Assessment of the parcel prior to its subdivision

D = The Net Acreage of all of the parcels resulting from the subdivision of the parcel.

In the event of a subdivision, the computation of the Net Acreage shall be calculated by the Administrator (as defined in the Cooperative Agreement), based on the information available regarding the use of the parcel. The Administrator may estimate the Net Acreage as long as consistent standards are used in preparing the calculations. Any calculations or determinations by the Administrator shall be binding upon the Owners.”

The Administrator has determined that the Net Acreage of the subdivided parcels to be the acreage of the parcels as listed on the Warren County Auditor’s website (shown in the table below), which acreage excludes any open space and public right-of-way in the Development Site.

The minimum Special Assessment per acre to be collected from all Net Acreage necessary to satisfy the Annual Required Assessment of \$1,124,762.58 is approximately \$3,114.19 per acre (\$1,124,762.58 Annual Required / Assessment 361.17290 acres = \$3,114.19 per acre). The City shall certify the following amounts to the Warren County Auditor pursuant to Section 4.2(e) of the Cooperative Agreement:

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Table C-3
Special Assessments for Certification

Parcel ID	Account Number	Current Owner	Acreage	Special Assessment
11-05-400-021-1	5900878	Duke Energy Ohio Inc.	2.997	\$ 9,333.24
11-04-200-008-1	5900896	MREIC Monroe OH LLC	22.4063	69,777.57
11-05-200-020-1	5802051	ProLogis-A5 OH III LLC	56.047	174,541.25
11-05-300-021-2	5900913	Lex PN Cincy II LLC	68.5176	213,377.12
11-05-400-035-1	5900911	Lex PN Cincy III LLC	44.5433	138,716.49
11-04-200-009-1	5900898	BCIF Park North Logistics Center LLC	51.1947	159,430.24
11-05-400-034-1	5802135	Granite (Park North 4) LLC	42.603	132,674.02
11-05-300-021-1	5802144	Lex PN Cincy II LLC	6.5564	20,417.90
11-05-400-035-2	5802143	Lex PN Cincy III LLC	10.9846	34,208.18
11-05-300-022-1	5802145	Lex PN Cincy I LLC	8.083	25,172.03
11-05-200-033-1	5802091	Granite (Park North 2) LLC	33.782	105,203.71
11-05-200-034-1	5802092	Lex PN Cincy IV LLC	13.458	41,910.83
Total			361.1729	\$1,124,762.58

EXHIBIT A

\$10,740,000
WARREN COUNTY PORT AUTHORITY
SPECIAL OBLIGATION DEVELOPMENT
REVENUE REFUNDING BONDS
(OHIO COMMUNITIES ACCELERATOR FUND) SERIES 2018F
(CORRIDOR 75 PARK REFUNDING PROJECT)
DATED DECEMBER 18, 2018

Date	Principal	Interest Rate	Interest	Total Debt Service	Annual Debt Service
6/1/2019			\$194,513.33	194,513.33	
12/1/2019	490,000	4.000%	214,800.00	704,800.00	899,313.33
6/1/2020			205,000.00	205,000.00	
12/1/2020	515,000	4.000%	205,000.00	720,000.00	925,000.00
6/1/2021			194,700.00	194,700.00	
12/1/2021	535,000	4.000%	194,700.00	729,700.00	924,400.00
6/1/2022			184,000.00	184,000.00	
12/1/2022	555,000	4.000%	184,000.00	739,000.00	923,000.00
6/1/2023			172,900.00	172,900.00	
12/1/2023	580,000	4.000%	172,900.00	752,900.00	925,800.00
6/1/2024			161,300.00	161,300.00	
12/1/2024	600,000	4.000%	161,300.00	761,300.00	922,600.00
6/1/2025			149,300.00	149,300.00	
12/1/2025	620,000	4.000%	149,300.00	769,300.00	918,600.00
6/1/2026			136,900.00	136,900.00	
12/1/2026	645,000	4.000%	136,900.00	781,900.00	918,800.00
6/1/2027			124,000.00	124,000.00	
12/1/2027	670,000	4.000%	124,000.00	794,000.00	918,000.00
6/1/2028			110,600.00	110,600.00	
12/1/2028	700,000	4.000%	110,600.00	810,600.00	921,200.00
6/1/2029			96,600.00	96,600.00	
12/1/2029	730,000	4.000%	96,600.00	826,600.00	923,200.00
6/1/2030			82,000.00	82,000.00	
12/1/2030	760,000	4.000%	82,000.00	842,000.00	924,000.00
6/1/2031			66,800.00	66,800.00	
12/1/2031	790,000	4.000%	66,800.00	856,800.00	923,600.00
6/1/2032			51,000.00	51,000.00	
12/1/2032	815,000	4.000%	51,000.00	866,000.00	917,000.00
6/1/2033			34,700.00	34,700.00	
12/1/2033	850,000	4.000%	34,700.00	884,700.00	919,400.00
6/1/2034			17,700.00	17,700.00	
12/1/2034	885,000	4.000%	17,700.00	902,700.00	920,400.00
Total	<u>\$10,740,000</u>		<u>\$3,984,313.33</u>	<u>\$14,724,313.33</u>	<u>\$14,724,313.33</u>

\$2,195,000
WARREN COUNTY PORT AUTHORITY
SPECIAL OBLIGATION DEVELOPMENT REVENUE BONDS
(OHIO COMMUNITIES ACCELERATOR FUND) SERIES 2022B
(CORRIDOR 75 PARK PROJECT)
DATED SEPTEMBER 14, 2022

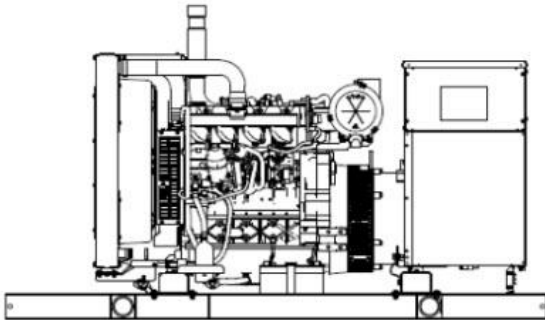
		Interest		Total	Annual
Date	Principal	Rate	Interest	Debt Service	Debt Service
12/1/2022			\$ 22,300.59	\$ 22,300.59	\$ 22,300.59
6/1/2023	\$ 65,000	4.750%	52,131.25	117,131.25	
12/1/2023	60,000	4.750%	50,587.50	110,587.50	227,718.75
6/1/2024	65,000	4.750%	49,162.50	114,162.50	
12/1/2024	60,000	4.750%	47,618.75	107,618.75	221,781.25
6/1/2025	70,000	4.750%	46,193.75	116,193.75	
12/1/2025	65,000	4.750%	44,531.25	109,531.25	225,725.00
6/1/2026	75,000	4.750%	42,987.50	117,987.50	
12/1/2026	70,000	4.750%	41,206.25	111,206.25	229,193.75
6/1/2027	75,000	4.750%	39,543.75	114,543.75	
12/1/2027	70,000	4.750%	37,762.50	107,762.50	222,306.25
6/1/2028	80,000	4.750%	36,100.00	116,100.00	
12/1/2028	75,000	4.750%	34,200.00	109,200.00	225,300.00
6/1/2029	85,000	4.750%	32,418.75	117,418.75	
12/1/2029	80,000	4.750%	30,400.00	110,400.00	227,818.75
6/1/2030	90,000	4.750%	28,500.00	118,500.00	
12/1/2030	85,000	4.750%	26,362.50	111,362.50	229,862.50
6/1/2031	95,000	4.750%	24,343.75	119,343.75	
12/1/2031	90,000	4.750%	22,087.50	112,087.50	231,431.25
6/1/2032	100,000	4.750%	19,950.00	119,950.00	
12/1/2032	95,000	4.750%	17,575.00	112,575.00	232,525.00
6/1/2033	105,000	4.750%	15,318.75	120,318.75	
12/1/2033	100,000	4.750%	12,825.00	112,825.00	233,143.75
6/1/2034	110,000	4.750%	10,450.00	120,450.00	
12/1/2034	330,000	4.750%	7,837.50	337,837.50	458,287.50
Total	\$ 2,195,000		\$ 792,394.34	\$ 2,987,394.34	\$ 2,987,394.34

With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for 30-Days. Meaning equipment on this proposal needs to be released for production by 09-21-2022 in order to maintain pricing.

To: Project Estimator
Monroe Fire Station 62
Monroe, OH

From: Josh Griffin
Power System Sales
Buckeye Power Sales
4992 Rialto Road
West Chester, Ohio 45069
P: 513-755-2323 F:513-755-4515
jgriffin@buckeyepowersales.com

Generator



Kohler Model: 60REOZK

This diesel generator set equipped with a 4P10X alternator operating at 120/208 volts is rated for 60kW/75 kVA. Output amperage: 208

Standard Features:

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- Approved for use with certified renewable Hydrotreated Vegetable Oil (HVO) / Renewable Diesel (RD) fuels compliant with EN15940/ASTM D975.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The generator set engine is certified to meet the Environmental Protection Agency (EPA) emergency stationary emissions requirements.
- Tier 3 EPA-Certified for Stationary Emergency Applications (Not for sale in California)
- A one-year limited warranty covers all generator set systems and components. Two-and five-year extended limited warranties are also available.
- Air Cleaner, Heavy Duty
- Alternator Protection
- Battery Rack and Cables

Alternator Features:

- Open Crankcase Ventilation
- Oil Drain and Coolant Drain with Hose Barb
- Oil Drain Extension (with narrow skid and enclosures models only)
- Operation and Installation Literature
- Radiator Drain Extension (with enclosure models only)
- Stainless Steel Fasteners on Enclosure (with enclosure models only)
- The unique Fast-Response X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator

Other Features:

- Kohler designed controllers for guaranteed system integration and remote communication. See Controller son page 3.
- The low coolant level shutdown prevents overheating (standard on radiator models only.)
- Integral vibration isolation eliminates the need for under-unit vibration spring isolators.



Job Name: Monroe Fire Station No. 2, Rev A

Quote Number:0026904153

Quote Submitted: 08-22-2022

Valid Through: 09-21-2022

Version 2.00

Page: 2

Qty

Description

1

60REOZK Generator Set

Includes the following:

Literature Languages
Approvals and Listings
Engine
Nameplate Rating
Voltage
Alternator
Cooling System
Skid and Mounting
Air Intake
Controller
Enclosure Type
Enclosure Material
Enclosure Silencer
Fuel Tank Type
Fuel Runtime (Approx.)
Subbase Fuel Tank Capacity
Fill Pipe/Spill Fill Options
Fuel Tank Vent
High Fuel Switch
Tank Marking Options
Tank Marking Options
Starting Aids, Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Electrical Accy.,Installed
Rating, LCB 1
Amps, LCB 1
Trip Type, LCB 1
Interrupt Rating LCB 1
Rating, LCB 2
Amps, LCB 2
Trip Type, LCB 2
Interrupt Rating LCB 2
Fuel Lines, Installed
Miscellaneous Accy,Installed
Miscellaneous Accy,Installed
Miscellaneous Accy,Installed
Miscellaneous Accy,Installed
Warranty

English
UL2200 Listing
60REOZK, 12V, 60Hz, KDI3404TM
Standby 130C Rise
60Hz, 120/208V, Wye, 3Ph, 4W
4P10X
Unit Mounted Radiator, 50C
Skid/Tank
Heavy Duty
APM402
Sound
Steel
Internal Silencer
State
24 Hours
142 Gallons
5 Gal Spill Fill Containment
Normal Vent, 12' Above Grade
High Fuel Switch
Combust Lqds - Keep Fire Away
NFPA 704 Identification
1000W,110-120V
Battery, 1/12V, Wet
Battery Charger, 10A
Run Relay
2 Input/5 Output Module
Governor, Electronic
80% Rated
200
Thermal Magnetic
18kA at 480V
100% Rated
70
Thermal Magnetic
18kA at 480V
Flexible Fuel Lines
Air Cleaner Restriction Ind.
Coolant in Genset
Rodent Guards
Oil in Genset
Standard

- 1

NEC Remote, E-Stop
- 1

Lit Kit, General Maint., 60REOZK
- 1

RSA III, Annunciator only

Automatic Transfer Switch



Kohler Model: KEP-DCTC-0600S-NK

3 Pole, 4 Wire, Solid Neutral, 600 amp, Kohler Service Entrance rated Programmed automatic transfer switch, Model KEP-DCTC-0600S-NK, rated 208V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

Qty	Description
1	KEP-DCTC-0600S-NK Includes the following: Literature Languages Mechanism Transition Logic Voltage Poles & Wires Enclosure Amps Connection ATS Utility Switching Device ATS Generator Switching Device IBC Seismic Certification CSA Certification Miscellaneous Acc.,Installed Warranty English Service Entrance Programmed 1500 208 V / 60 Hz 3 Pole/4 Wire, Solid Neutral Nema 3R 600 Amps Standard MCCB ET 250-800A MCSW 100-1200A None None Lockable User Interface Cover 1-YR STANDARD

Automatic Transfer Switch



Kohler Model: KSS-ACTA-0070S

3 Pole, 4 Wire, Solid Neutral, 70 amp, Kohler Specific Breaker rated Standard automatic transfer switch, Model KSS-ACTA-0070S, rated 208V, 60 Hz complete with all standard equipment and housed in a NEMA Type 1 enclosure.

Qty

1

Description

KSS-ACTA-0070S

Includes the following:

Literature Languages	English
Mechanism	Specific Breaker
Transition	Standard
Logic	1200
Voltage	208 V / 60 Hz
Poles & Wires	3 Pole/4 Wire, Solid Neutral
Enclosure	Nema 1
Amps	70 Amps
Connection	Standard
IBC Seismic Certification	None
CSA Certification	None
Miscellaneous Acc.,Installed	Input/Output Module, Qty 1
Warranty	1-YR STANDARD
ATS Generator Switching Device	NONE
ATS Utility Switching Device	NONE



Generator Docking Station/Manual Transfer Switch

Qty (1) POWERTEMP P/N: QCPSW4L2MRTS2002WA20G30T

200A 208V Spec Grade Rotary Wall Mount Quick Connect Panel, 3 Pole Rotary Transfer Switch, Angled Cam-Loks w/ Flip Covers and Hard Wire Access with Smart Lugs, Padlockable and Tamper Resistant While In Use, 65 kA Rated Copper Common Buss, Phase Rotation Monitor, Extra Depth with Bottom Conduit Access, 3RX Powder Coated Aluminum with Side and Front Access Plates. Includes 2 Wire Auto Start, 20A Battery Charger Receptacle, 30A Block Heater Receptacle.

Qty (1) POWERTEMP P/N: QCP-RAP7003

Remote Annunciator to Meet 700.3

Installation Services

Installation Scope:

- Trench and install new conduit from generator to 3R service rated transfer switch located outside
- Trench and install new conduit from generator to existing emergency panel
- Install new 70 amp rated transfer switch inside where current transfer switch in now
- Install new CT cabinet outside next to new service ATS
- Make old CT cabinet a junction box inside
- Move meter base to exterior above the CT cabinet
- Install new conduit and wiring for block heater and the battery charger
- Install wiring from service rated transfer to life safety transfer for relay controls
- Install new Generator Pad
- Install bollard protection on 2 sides
- Install fencing around all 4 sides and gate access
- Disconnect old generator and ats
- Overtime included to shut down for 2 days for interception of existing service
- Tank testing by others • Separate light safety circuits from existing panelboard
- Add designated life safety panelboard off new 70 ATS switch

QUALIFICATIONS: • Design and stamped drawings Included • permits included DRAWINGS AND

SPECIFICATIONS: • All work based on normal hours. Beside switch over



Distributor Startup Services

- Start-up including - antifreeze, lube oil, battery, preparation (single visit during normal business hours). **If a start-up needs to be done at a time other than normal business hours, then prior arrangements need to be made and overtime charges may apply.**
- **Diesel Fuel by others.**
- On Site Fuel Tank Pressure Testing as required by the State of Ohio Fire Marshal-**INCLUDED**
- **Warranty - one (1) year**
- **Resistive Load Bank Test - two (2) hours performed during start-up**

Clarifications

1. Buckeye Power Sales Co, Inc will not be liable for any delays in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.
 2. This quote is limited to the Bill of Material provided only regardless of specifications. No other equipment or services are included or implied.
 3. No engineering specifications or drawings were provided as a basis for the preparation of this quotation. If specifications or drawings are provided later, Buckeye Power Sales reserves the right to re-quote the project.
 4. Prior to the initial fueling, by installing contractor, the State of Ohio Fire Code 3401.4 requires all generator sub-base diesel fuel storage tanks (501 gallons and above) be permitted to install, remove, alter or place temporarily out of service. In addition, the tank is required to be tested in accordance with NFPA 30, (2008 edition) Section 21.5.2 in order to receive an approved "Installation & Alteration Permit." This testing must be witnessed & approved by the Local Municipality's Fire Inspector, if available, or the State Fire Marshall's Inspector if the state is issuing the permit. Tanks 500 & below must be pressure tested, but do not require to be witnessed and no permit is needed.
 5. ***Security fencing and vehicle protection bollards are NOT included in this fee. Permits cannot be approved until a security fence and vehicle protection bollards are installed, if applicable. The contractor is responsible for the installation of these items.
 6. Buckeye Power Sales Co, Inc. and the Kohler Company are not responsible in any way for liquidated damages due to shipping delays.
 7. Ground Fault Circuit Interrupter Testing is not included on service entrance rated breakers
 8. Convenience Outlets by others.
 9. NETA Testing, Harmonic Testing, Infrared Scanning, and Coordination Study to be provided by others, if needed.
- F.O.B. Factory
 - Freight: Allowed, 1st shipping point, domestic. Unloading by others. If unit is to be shipped on open top truck, additional charges may apply.
 - Terms:100% net ten (10) days; 2% per month after (30) days. Subject to credit approval.
 - Submittals:1-2 weeks following receipt of order
 - **Quote Expires:(30) days. Due to current market volatility, orders placed beyond (30) days from quote date will require a revised quote prior to order acceptance by Buckeye Power Sales.**
 - Please call TEN to FOURTEEN business days prior to requested startup of unit to allow for scheduling.



Job Name: Monroe Fire Station No. 2, Rev A

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**OFFER TOTAL SELL PRICE INCLUDES EQUIPMENT,
INSTALLATION SERVICES, START UP, LOAD BANK TESTING
AND FREIGHT: \$ 119,821.00**

Price does not include any applicable taxes or installation

Sourcewell Information										
KOHLER Awarded Contract: 120617-KOH				KOHLER Contract Maturity Date: 01/29/2023						
Model	Kohler List Price (Each)			Sourcewell Member Discount (% = \$)				Sourcewell Member Total Price FOB Factory		Qty.
60REOZK-CP1	\$	44,572.00	*	36	%	\$	16,045.92	\$	28,526.08	1
KEP-DCTC-0600S-NK	\$	16,044.00	*	30	%	\$	4,813.20	\$	11,230.80	1
KSS-ACTA-0070S	\$	2,881.00	*	30	%	\$	864.30	\$	2,016.70	1

OFFER ACCEPTANCE

I hereby authorize Buckeye Power Sales to use this form as a bona fide purchase order of the equipment shown on Offer Number: 15280, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Company: Buckeye Power Sales

Print Name: Josh Griffin

Title: Power System Sales

Signature: _____

Date: _____

Accepted by:

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

PO Number: _____



Job Name: Monroe Fire Station No. 2, Rev A

Quote Number:0026904153

Quote Submitted: 08-22-2022

Valid Through: 09-21-2022

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TERMS AND CONDITIONS

Equipment, and/or labor, and/or various items are in accordance with Buckeye Power Sales Co., Inc. experienced interpretations of plans and specifications, within the limited time between request for bid and bid due date. Materials supplied under this quotation, which are commercially produced to typical industry standards, have been deemed in substantial compliance and therefore acceptable. Only the materials itemized on the attached quotation will be supplied. Buyer agrees to verify all items, sizes and quantities listed on our quotation. Buckeye Power Sales Co., Inc. is not responsible for omissions.

THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OTHER THAN THOSE SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR THE EQUIPMENT HEREUNDER. THIS CONTRACT STATES THE ENTIRE OBLIGATION OF SELLER (BUCKEYE POWER SALES CO., INC.) IN CONNECTION WITH THIS TRANSACTION. BUCKEYE POWER SALES CO., INC. SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE OF, THE INABILITY TO USE, OR ANY DELAYS IN DELIVERY/SHIPMENT OF THE EQUIPMENT MENTIONED HEREBY, EVEN IF WE ARE SO ADVISED OF THE POSSIBILITY OF DAMAGES. NO BUCKEYE POWER SALES CO., INC. EMPLOYEE HAS THE AUTHORITY TO VERBALLY BIND EITHER BUCKEYE POWER SALES CO., INC. OR ANY MANUFACTURER OTHERWISE.

Buckeye Power Sales Co., Inc. will not be bound to any order containing retainages. Full payment is due according to the terms set forth herein. If no payment terms are otherwise specified, then the terms shall be: 100% net 10 days; 1.5% per month interest applies after 30 days, subject to credit approval. Buyer agrees to compensate Buckeye Power Sales Co. for all attorney fees incurred in collecting all amounts due, whether or not a lawsuit is filed. Freight damages must be reported to freight carrier, and freight delivery ticket presented by freight carrier must carry notation of damage and be signed by the trucker. Buckeye Power Sales Co., Inc. will aid customer in filing their claims on freight damages but will not honor claim presented to Buckeye Power Sales Co., Inc. and not to freight carrier.

Every responsible precaution is taken against breakage or other damage in transit. As all goods are shipped at Buyer's risk, Seller's responsibility ceases upon delivery of the material in good order to the carrier. Freight allowance, if any, is subject to Seller's current shipping terms. Unless otherwise conveyed in writing to Buyer by Seller, claims against carriers are to be filed by Buyer. It is Buyer's responsibility to inspect products upon delivery for transit damage and/or shortage. If damage or shortage is detected, it should be duly noted on the bill of lading before signing for merchandise. An inspection report should be requested of the carrier followed by a settlement claim to the carrier.

Ownership transfers to the Buyer at the time of shipment from the factory or Seller's warehouse. It is Buyer's obligation to communicate in advance in writing when and where they want to receive equipment. Storage may be arranged at the Seller's warehouse or designee at the request of the Buyer with the understanding that additional fees may be charged for storage and that payment will be due per the terms stated herein.

Any claims for shortage must be made promptly for any consideration. The undersigned agrees to inspect all goods upon delivery, and specifically agrees that forty-eight (48) hours after delivery shall constitute a reasonable period for inspection of goods. The undersigned agrees to accept as conforming any goods not rejected within forty-eight (48) hours after delivery. The undersigned agrees that notice of rejection must be in writing to be effective.

The undersigned agrees to be on site for delivery of all goods. If the undersigned should fail to be on site at the time of delivery, the undersigned accepts all responsibility for theft, damage or other casualty to the goods from the time of delivery, and waives any claims



Job Name: Monroe Fire Station No. 2, Rev A

Quote Number:0026904153

Quote Submitted: 08-22-2022

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that could be made against Buckeye Power Sales Co., Inc. as a result of said delivery, regardless of whether Buckeye Power Sales Co., Inc. (including its management and employees) negligently caused, or is alleged to have caused, such theft, damage or casualty.

Buckeye Power Sales Co., Inc.'s prices do not include any federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, Seller will invoice them to Buyer as a separate item. In lieu of such taxes, Buyer must provide, with each order, a tax exemption certificate acceptable to the proper taxing authorities. Buckeye Power Sales Co., Inc. is not responsible for collection and payment of Sales/Use tax in states in which Buckeye Power Sales Co., Inc. does not have a vendor's license.

Buyer acknowledges that Buckeye Power Sales Co., Inc. does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Buckeye Power Sales Co., Inc. neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Buckeye Power Sales Co., Inc. concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Buckeye Power Sales Co., Inc. to make recommendations or give advice to Buyer shall not impose any liability upon Buckeye Power Sales Co., Inc.

Buyer agrees to defend, indemnify and hold Buckeye Power Sales Co., Inc., its directors, officers and employees harmless from and against any and all claims, losses, costs, expenses, attorney's fees, and liabilities ("Claims") arising out of or related to the goods, however, Buyer shall not be required to indemnify to the extent it is determined through final adjudication that were negligent or otherwise liable for such Claim.

If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

Buckeye Power Sales Co., Inc.'s failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Buckeye Power Sales Co., Inc.'s rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Buckeye Power Sales Co., Inc.

The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto, shall be governed by the laws of the State of Ohio. **Buyer hereby agrees to the exclusive jurisdiction and venue of the Court of Common Pleas for Franklin County, Ohio for the resolution of all disputes.**

Objections to any or all provisions contained in this contract or to any other communication shall not constitute a waiver of these terms or conditions thereof.

Buckeye Power Sales Co., Inc. will not be liable for any delays in the performance of orders or contracts or in the delivery or shipment of goods or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.

In the event that a quotation is not accepted in its entirety, we reserve the right to decline any part or all of the order.



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Quote Number:0026904153

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All stenographic, typographic, or clerical errors are subject to correction. Upon acceptance by Buckeye Power Sales Co. Inc., this order will be entered for production and will not thereafter be subject to deferment of delivery without our written consent. Any expense incurred by Buckeye Power Sales Co. Inc., due to the cancellation of an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including attorney's fees.



Bill To
City of Monroe
PO Box 330
233 S. Main St.
Monroe, OH 45050

Purchase Order

Fiscal Year 2021

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20210154 - 00**

Tax Exempt Purchase!
Tax ID #31-6001706

Vendor

TRUCK COUNTRY OF INDIANA, INC
2099 SOUTHPARK COURT
DUBEQUE, IA 52003

Ship To

City of Monroe
233 S. Main St.
Monroe, OH 45050

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				20210174	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
06/01/2021	5519				STREET DEPARTMENT
NOTES					

CHASSIS FOR WESTERN STAR SINGLE AXEL DUMP TRUCK

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	WESTERN STAR SINGLE AXEL DUMP TRUCK PASSED AS A CONSIDERATION OF MOTION AT CITY COUNCIL ON MAY 25, 2021. PLEASE NOTE THE TOTAL PASSED AT COUNCIL WAS \$187,581. THERE WILL BE TWO PURCHASES ORDERS IN ORDER TO MAKE THE COMPLETE TRUCK. 1) PO TO TRUCK COUNTRY OF INDIANA FOR THE CHASSIS IN THE AMOUNT OF \$93,621 AND 2) PO TO WA JONES FOR THE TRUCK BUILD IN THE AMOUNT OF \$93,960 WHICH EQUALS THE \$187,581. 31230000 - 53719	1.0	EACH	\$93,621.00	\$93,621.00
				\$93,621.00	

Total Ext. Price

\$93,621.00

Purchase Order Total

\$93,621.00



TRUCK SALES | SERVICE | PARTS | LEASING



P.O. Box 187 | Wapakoneta, OH 45895
419-738-9684 | Fax 419-738-2370

stoops.com

June 01, 2022

Dear Customer,

We at Stoops Western Star of Ohio and Daimler Truck North America continue to work tirelessly to mitigate the effect of increased commodity and supply chain costs to you, our valued customer and business partner. However, these continued challenging economic conditions have made it necessary to implement an additional pricing surcharge on all MY 23 Western Star Trucks. A surcharge of \$5,800.00 will be added to each of the MY 23 Western Star 4700, 47X and 49X trucks that you currently have on order with scheduled production dates of May 30, 2022 and beyond. This increase is in addition to all MY 23 product cost surcharges announced earlier this year, bringing the total surcharge, on these models, to \$10,300.00 per unit.

In closing, we continue to convey our appreciation for your business. We value deep seated partnerships that extend beyond recessionary cycles, and which are built on the desire to see our mutual businesses succeed. To that end, we look forward to continuing to be your dealer of choice, and to helping your operation flourish now and well into the future.

Best Regards,

A handwritten signature in blue ink that reads 'David Hibner'.

David Hibner
Sales Manager

CY22 - MY23 Price Surcharge Update

Communication Type: Pricing

Date: 4/19/2022

Dear Dealer Partners,

As discussed with you yesterday, the continued challenging global and domestic economic conditions have made it necessary for Daimler Truck North America (DTNA) to implement an additional pricing surcharge on all MY23 Freightliner & Western Star trucks (details below). Increases are in addition to the \$2,900 - \$4,500 Total MY23 Surcharge announced in December 2021 for CY22/MY23 units.

This new surcharge will be applied on CY22 units with a schedule build date starting May 30th, 2022. Units with a schedule build date on or before May 29th, 2022 are price protected and will not be impacted by the newly updated surcharge.

DTNA is committed to release MY24 Pricing in Q3/2022

Below are the updated Model Year 2023 Pricing Surcharge Details:

Values in USD

Models	Total MY23 Surcharge (as of January 1st, 2021)	Additional Surcharge	Total MY23 Surcharge As of May 30th**, 2022
Cascadia*/5700	\$4,200	\$5,700	\$9,900
4700/47X/4900/49X/122SD/6900	<u>\$4,500</u>	<u>\$5,800</u>	<u>\$10,300</u>
M2 106/112 & 108/114SD	\$2,900	\$3,800	\$6,700

*Includes eCascadia ** Indicates schedule build date

- The Total MY23 Surcharge fee applies to all units included in your CY22 Dealer Reservation System plan, including both Program and Concession reservations with a schedule build date of May 30th, 2022 or after.
- The total non-discountable surcharge will be presented as a single line item on the truck invoice.
- Dealers are responsible to update and include Total MY23 Surcharge on all current and future quotes for CY22/MY23.
- Total MY23 Surcharge is in addition to all previous CY22 Surcharges announced by DTNA including FCCC for the Tire Surcharge, DD13 Gen 5, CARB22, Standard Destination & Freight, etc.

Order Cancellation Guidelines:

- Entire backlog beginning 05/30 is cancellable until April 29th, 2022 (program and concession). This includes units inside the standard 90 day window from schedule build date.
- After April 29th, 2022 standard cancellation policies apply:
 - Program trucks are non-cancellable.
 - Cancellations will only be accepted outside of 90 days from schedule build date.
 - Q3 cancellations required by 5/31, Q4 cancellations required by 7/1.
 - All reorders required by 7/1 (CY22 closeout date).
 - Plans must be modified to reflect all cancellations and reorders.
- Cancelled orders will not result in plan volume forfeitures. All cancelled units (regardless of plan quarter) will be returned to dealer plans in their Q4 volumes and can be reordered as necessary. Concession for concession and program for program cancellation-reorder requirements still apply.
 - Per standard cancellation policy, all Top 50 cancellations cannot be repurposed and will revert back to DTNA.

**AMENDMENT TO ODOT CONTRACT 023-22
BETWEEN
THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
AND
Truck Country of Indiana, Inc.**

ADDITION OF CONTRACT TERMS

This AMENDMENT to ODOT Contract 023-22 is entered into by and between the **State of Ohio, Department of Transportation**, ("ODOT" hereinafter), 1980 West Broad Street, Columbus, Ohio 43223, and **Truck Country of Indiana, Inc.** ("Vendor" hereinafter). Hereinafter, ODOT and the Vendor will be referred to as the "Parties".

The Parties agree to amend the terms and conditions of the original Contract (which is a reflection of the original intent of the contract as documented by the pricing pages and communications) as follows:

- A. ODOT will modify existing Purchase Orders for equipment only if the following criteria is met: 1. The equipment has not been built by the manufacturer, 2. The manufacturers' pricing increase is being applied to this equipment purchase and 3. The contract vendor's price increase is the same as manufacturer's price increase.

- B. ODOT is adding the following language to the contract:

All bid pricing shall not increase for the first sixty (60) calendar days after the date of the bid opening. Thereafter, a request for a price increase may be submitted in writing to the Department's Office of Contract Sales along with all documentation that supports the need for the price increase. No price increase will be effective until it is approved by the Department and the Vendor is notified of such approval in writing. The price increase will take effect upon the date the Vendor is notified. In the event that a price increase is accepted by the Department, the Vendor may not seek an additional price increase for at least thirty (30) calendar days. The Department reserves the right to reject any proposed price increase, or to cancel the contract if such action is determined to be in the best interest of the Department.

In the event of a price decrease, the Department shall be guaranteed full benefit of the price reduction for all orders on the effective date of the decrease and thereafter. If the Vendor and the Department cannot agree on a renegotiated price, the Department will have the right, upon notice to the Vendor, to immediately remove the affected products and services from this Contract.

- C. All other terms and conditions in the original Contract fully executed on **September 23, 2021** shall remain in effect and unchanged.

IN WITNESS THEREFORE, the parties hereunto have caused this AMENDMENT to ODOT Contract 023-22 to be executed by authorized persons thereunto duly authorized as of the day and year last written below.

ODOT

Truck Country of Indiana, Inc.

E-SIGNED by Nathan Fling
on 2022-01-06 16:57:55 GMT

**Nathan Fling, Signing on behalf of Director
of Transportation, Jack Marchbanks**

By: David Hibern

Print Name: David Hibern

Title: Sales Manager

Date: 1-3-2022



Truck Country of Indiana Inc.
1770 Wapak Fisher Rd
PO Box 187
Wapakoneta, OH 45895
stoops.com

INVOICE/BILL OF SALE

Contract #: VM312000208
Contract Date: 08/01/2022
Deal #: DE-22198
Customer #: 286862
Salesperson: David Hibner

Bill To: **286862**
CITY OF MONROE
1000 HOLMAN DRIVE
MONROE OH 45050
Phone: (513)630-7966

Ship To:
CITY OF MONROE
1000 HOLMAN DRIVE
MONROE, OH 45050

Stock#: 802060	New - 2023 WESTERN STAR 4700SF	Price:	\$93,621.00
	VIN: 5KKA AVFE8PPUE9200		
	May 30th 2022 Surcharge		\$5,800.00
	Model Year 2023 Surcharge		\$4,500.00
		Total Unit Price:	\$103,921.00

Sub Total \$103,921.00

Total Purchase Price: \$103,921.00

Trade Stk#: 809030	2010 INTERNATIONAL 7400SBA	VIN: 1HTWDAAR2AJ259850	\$-15,000.00
--------------------	----------------------------	------------------------	--------------

Total Trade Allowance \$-15,000.00

NET BALANCE DUE ON DELIVERY \$88,921.00

Purchase order # 20210154-00
Tax ID # 31-6001706

X

Purchaser's Signature

08/01/2022

Date

David Hibner

Sales Representative

Purchaser's Signature

Date

Sales Representative Signature

08/01/2022

Date

SS/FED ID# 31-6001706

CITY OF MONROE

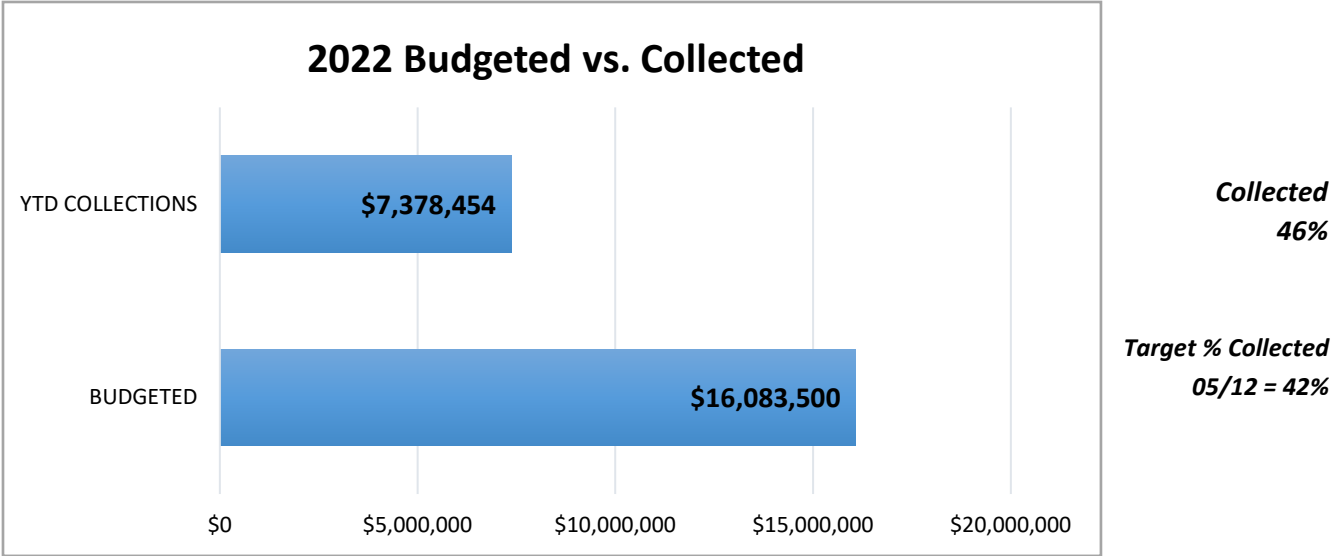
FINANCIAL REPORTS

FOR THE PERIOD ENDING

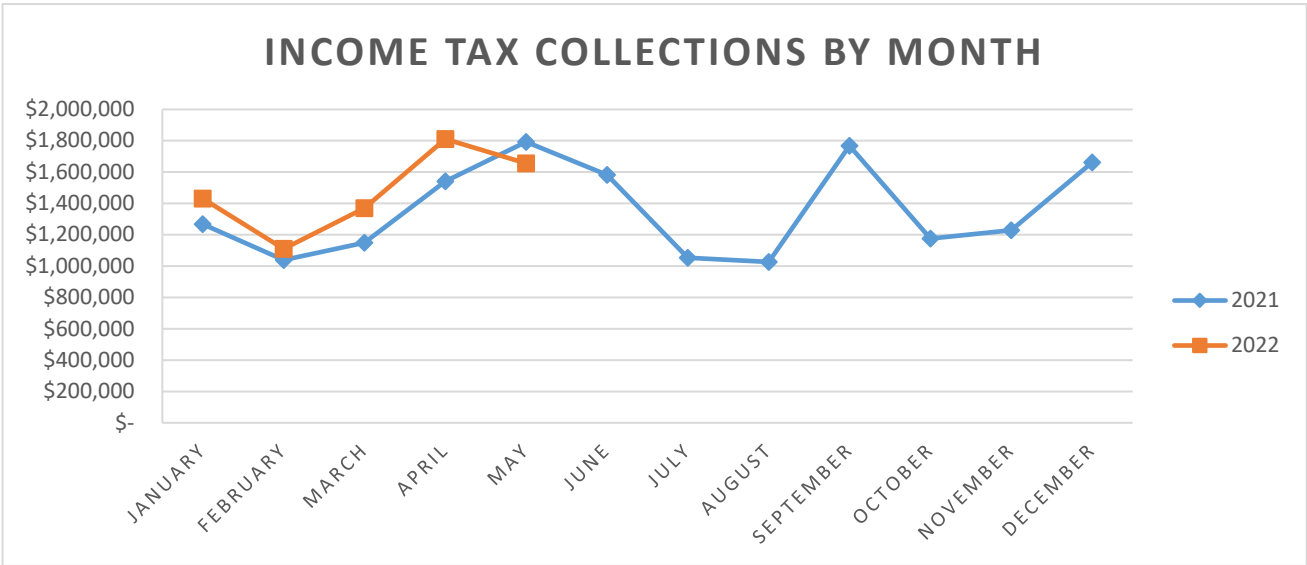
May 31, 2022

MUNICIPAL INCOME TAX MONTHLY REPORT MAY 2022

As of the end of May, we have collected (YTD) \$7,378,454 in income tax dollars.
This equals to approximately 46% of the budget estimate.

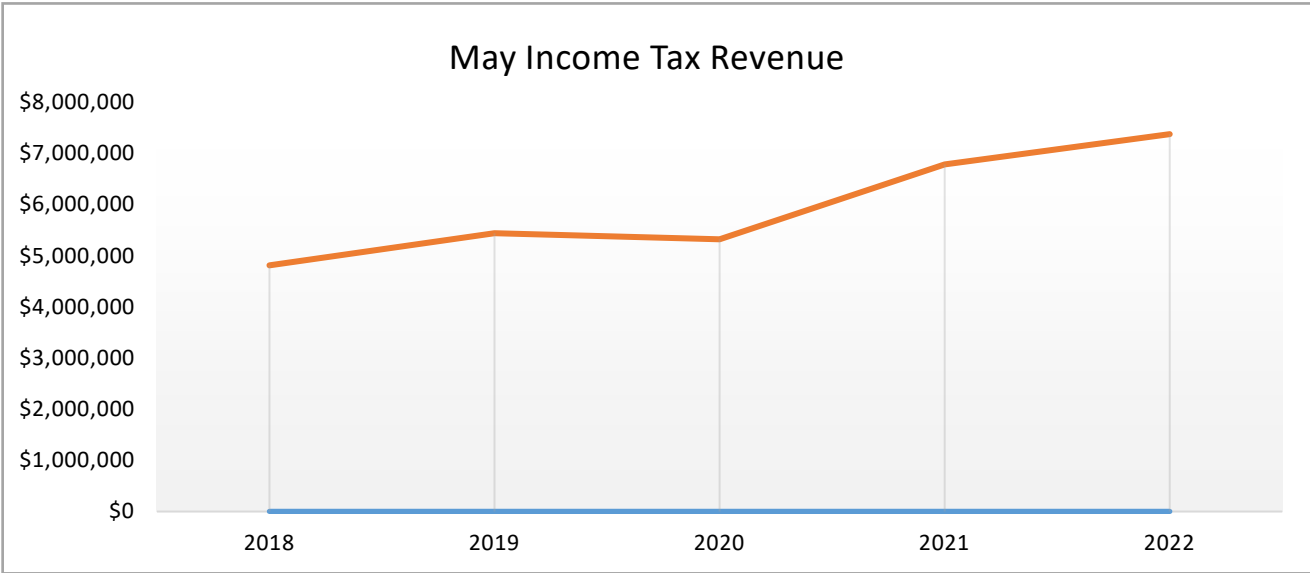


For May, income tax collections were 9% higher in 2022 than at the same time last year. Overall, the City has collected \$589,870 more in 2022 than at the same time last year.



HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS

Over the last five years, income tax revenue in May has steadily increased.



City of Monroe
Statement of Cash Position
As of 5/2022

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	5,108,882.10	6,777,914.59	4,490,118.63	7,396,678.06
1115	INCOME TAX FUND	0.00	0.00	96.00	-96.00
2101	INCOME TAX - PUBLIC SAFETY	468,205.58	1,283,989.65	300,000.00	1,452,195.23
2210	STREET FUND	1,241,248.61	516,409.75	839,261.14	918,397.22
2220	STATE HIGHWAY FUND	329,454.51	35,731.61	173,360.71	191,825.41
2230	MOTOR VEHICLE LICENSE TAX FUND	452,818.11	0.00	287,534.56	165,283.55
2310	FIRE - 1989 LEVY FUND	1,089,835.82	1,347,739.27	2,394,754.33	42,820.76
2320	FIRE - 2005 LEVY FUND	1,010.27	0.00	0.00	1,010.27
2330	FEMA FUND	13,982.63	2,632.78	8,000.00	8,615.41
2360	AMERICAN RESCUE PLAN ACT FUND	734,043.05	2,930.46	0.00	736,973.51
2410	POLICE LAW ENFORCEMENT FUND	729,950.32	1,282,519.35	2,001,294.35	11,175.32
2420	DARE GRANT FUND	4,112.37	5,960.76	2,602.48	7,470.65
2430	ENFORCEMENT AND EDUCATION FUND	6,431.34	220.00	0.00	6,651.34
2440	FEDERAL ASSET FORFEITURE FUND	13,735.42	0.00	0.00	13,735.42
2450	OHIO PEACE OFFICER TRAINING	22,560.00	16,068.96	0.00	38,628.96
2510	COURT TECHNOLOGY IMPROVEMENT	7,347.99	3,395.00	3,920.60	6,822.39
2621	MONROE CROSSINGS (C1)	0.00	1,227.21	862.87	364.34
2622	PARK 63/SUMMIT (C2)	143,027.85	106,229.39	74,691.45	174,565.79
2623	MONROE COMMERCE CENTER (C3)	508,951.46	575,602.24	395,031.66	689,522.04
2626	MIAMI VALLEY INDUSTRIAL (C6)	190,285.89	92,154.68	149,964.37	132,476.20
2627	YANKEE ROAD (C7)	0.00	12,408.23	8,724.41	3,683.82
2628	BERNS/DOUGLAS (C8)	0.00	2,310.60	1,474.20	836.40
2629	FRICK GREENTREE (C9)	0.00	267.73	188.08	79.65
2630	OSBOURNE (C10)	0.00	110.34	77.55	32.79
2631	SATELLITE FARMS (C11)	37,322.98	66,614.95	46,771.28	57,166.65
2633	CORRIDOR 75 #1 (C13)	332,216.94	535,247.51	523,177.24	344,287.21
2634	CORRIDOR 75 #2 (C14)	0.00	66,035.37	64,728.37	1,307.00
2722	HERITAGE GREEN (R2)	25,050.00	149,625.23	111,406.67	63,268.56
2723	WYANDOT WOODS (R3)	618,648.97	444,832.56	331,126.42	732,355.11
2724	GILMAR MEADOWS (R4)	0.00	68,054.48	50,706.51	17,347.97
2726	BRITTONY WOODS (R6)	134,217.97	287,798.65	214,369.07	207,647.55
2727	TODD'S GLEN RESERVE (R7)	0.00	77,156.84	57,507.21	19,649.63
2728	MAJESTIC OAKS (R8)	0.00	1,031.45	767.60	263.85
2729	TRIMBLE FARM (R9)	0.00	44,817.58	33,353.62	11,463.96
2732	MONROE CROSSINGS #1 (R12)	373,640.59	412,988.15	311,347.46	475,281.28
2733	MONROE CROSSINGS #2 (R13)	300,199.10	252,187.36	190,415.09	361,971.37
2734	MONROE CROSSINGS #3 (R14)	305,660.13	220,925.89	161,771.96	364,814.06
2735	RESERVES OF MONROE XINGS (R15)	163,662.32	168,380.00	125,307.63	206,734.69
3101	INCOME TAX - CAPITAL PROJECTS	1,902,676.95	550,281.29	342,006.78	2,110,951.46
3110	PARK IMPROVEMENT FUND	789,010.38	176,576.17	521,473.62	444,112.93

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
3120	CAPITAL IMPROVEMENT FUND	4,911,129.83	528,522.61	1,310,771.88	4,128,880.56
3620	CPO TIF - CAPITAL FUND	24,880.23	0.00	0.00	24,880.23
4110	G.O. BOND RETIREMENT FUND	353,913.80	0.00	88,701.75	265,212.05
4210	WATER BOND RETIREMENT FUND	369,788.89	0.00	24,065.10	345,723.79
4310	S.A. BOND RETIREMENT FUND	614.68	555,894.44	555,894.44	614.68
4410	INCOME TAX BOND RETIREMENT FUN	338,869.18	0.00	191,531.25	147,337.93
4610	CORRIDOR 75 PARK LTD TIF FUND	124,940.68	1,710.59	0.00	126,651.27
5110	S.A. STREET LIGHTING FUND	6,771.27	6.60	0.39	6,777.48
6110	WATER FUND	1,328,608.10	1,105,377.34	812,489.75	1,621,495.69
6115	WATER GUARANTEE DEPOSIT	47,300.00	1,150.00	0.00	48,450.00
6120	WATER CAPITAL IMPROVEMENTS	1,374,259.35	5,103.79	480,715.21	898,647.93
6125	WATER METER& READ SYSTEM REPL	370,924.81	76,864.18	14,096.53	433,692.46
6210	SEWER FUND	167,531.12	470,187.35	590,983.65	46,734.82
6310	STORM WATER FUND	213,508.12	131,574.26	194,068.01	151,014.37
6315	STORMWATER DEPOSIT FUND	563,383.18	9,732.57	0.00	573,115.75
6410	GARBAGE FUND	176,597.83	443,532.30	403,881.43	216,248.70
6510	CEMETERY FUND	151,879.33	59,385.76	21,254.12	190,010.97
6610	STREET LIGHTING UTILITY	30,746.74	49,468.10	53,602.27	26,612.57
7100	CEMETERY MAINTENANCE TRUST	61,670.77	2,369.63	0.00	64,040.40
7110	MOUND CEMETERY TRUST FUND	69,474.22	333.69	0.00	69,807.91
7120	LONG STREET TRUST FUND	2,501.65	13.32	0.00	2,514.97
7310	FIRE HISTORIC PRESERVATION FUN	1,470.54	0.00	0.00	1,470.54
7320	FIRE LOSS SECURITY FUND	21,371.33	0.00	0.00	21,371.33
7410	DRUG LAW ENFORCEMENT TRUST	83,824.40	5,035.52	7,375.00	81,484.92
		26,844,149.70	19,034,638.13	18,967,624.70	26,911,163.13

YTD BUDGET REPORT - REVENUE MAY 2022

FUND	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE
1110	1110 GENERAL FUND	-15,378,800	-15,378,800	-6,777,914.59	-8,600,885
2101	2101 INCOME TAX - PUBLIC SAFET	-2,777,100	-2,777,100	-1,283,989.65	-1,493,110
2210	2210 STREET FUND	-2,063,600	-2,063,600	-516,409.75	-1,547,190
2310	2310 FIRE - 1989 LEVY FUND	-4,611,100	-4,611,100	-1,347,739.27	-3,263,361
2410	2410 POLICE LAW ENFORCEMENT FU	-3,651,900	-3,651,900	-1,282,519.35	-2,369,381
2600	2600 TIF FUNDS	-2,307,900	-2,307,900	-1,458,208	-849,692
2700	2700 RID FUNDS	-3,690,200	-3,690,200	-2,127,798	-1,562,402
6110	6110 WATER FUND	-3,155,800	-3,155,800	-1,105,377.34	-2,050,423
6120	6120 WATER CAPITAL IMPROVEMENT	-11,500	-11,500	-5,103.79	-6,396
6125	6125 WATER METER& READ SYSTEM	-135,500	-135,500	-76,864.18	-58,636
6210	6210 SEWER FUND	-1,225,100	-1,225,100	-470,187.35	-754,913
6310	6310 STORM WATER FUND	-474,500	-474,500	-131,574.26	-342,926
6410	6410 GARBAGE FUND	-1,014,600	-1,014,600	-443,532.30	-571,068
	TOTALS	-40,497,600	-40,497,600	-17,027,218	-23,470,382

YTD BUDGET REPORT - EXPENSES MAY 2022

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	1110 GENERAL FUND	16,622,947	1,083,986	17,706,933	4,510,750.39	1,462,097.55	11,734,085
2101	2101 INCOME TAX - PUBLIC SAFET	451,000	0	451,000	300,000.00	0.00	151,000
2210	2210 STREET FUND	2,674,808	200,318	2,875,126	773,783.85	232,694.22	1,868,648
2310	2310 FIRE - 1989 LEVY FUND	4,122,067	349,835	4,471,902	2,356,922.73	124,002.18	1,990,977
2410	2410 POLICE LAW ENFORCEMENT FU	3,764,344	121,169	3,885,513	1,907,700.62	82,054.55	1,895,758
2600	2600 TIF FUNDS	2,258,400	171,367	2,429,767	1,265,691	65,859	1,098,216
2700	2700 RID FUNDS	3,095,900	112,081	3,207,981	1,588,079	108,081	1,511,821
6110	6110 WATER FUND	2,696,579	221,229	2,917,808	849,854.08	175,812.68	1,892,142
6120	6120 WATER CAPITAL IMPROVEMENT	3,232,700	691,305	3,924,005	480,715.21	1,326,891.51	2,116,398
6125	6125 WATER METER& READ SYSTEM	80,030	124,688	204,718	14,096.53	110,841.80	79,780
6210	6210 SEWER FUND	1,291,233	89,008	1,380,241	596,605.09	0.00	783,636
6310	6310 STORM WATER FUND	1,383,829	195,609	1,579,438	198,174.38	542,425.91	838,837
6410	6410 GARBAGE FUND	973,512	0	973,512	408,006.06	0.00	565,506
		42,647,349	3,360,595	46,007,944	15,250,379.66	4,230,760.93	26,526,803

CHECKS OVER \$15,000 MAY 2022

NAME	INVOICE NET	INVOICE DESCRIPTION
ATLANTIC EMERGENCY SOLUTIONS, INC	20,788.00	1.75"" FIRE HOSE REPLACEMENT
BUTLER COUNTY WATER & SEWER DEPT	80,025.72	APRIL 2022 WASTE WATER
BUTLER COUNTY WATER & SEWER DEPT	89,428.16	ACCT # 3048687-2055515
DIGITAL VISIONS, LLC	21,236.00	CAMERA UPDATES FOR THE PD
ENTERPRISE FM TRUST	16,409.02	CITY WIDE FLEET LEASES - POLICE
FORD DEVELOPMENT CORP.	54,343.87	SR63 & LAWTON AVE RECONSTRUCTION PROJECT
FROST BROWN TODD LLC	25,289.50	CITY LEGAL SERVICES
HUMANA	140,518.31	JUNE 2022 BILLING ID 792488-001
HURST KELLY & COMPANY LLC	15,125.00	2021 COMPREHENSIVE ANNUAL FINANCIAL REPORT
MAJORS ENTERPRISE INC	53,143.90	MONROE BICENTENNIAL COMMONS UT
NATIONAL INSPECTION CORPORATION	15,314.60	BUILDING SERVICES FOR 2021
NATIONAL INSPECTION CORPORATION	30,652.85	BUILDING SERVICES FOR 2021
RUMPKE OF OHIO, INC	77,250.03	CUSTOMER # 6300108176
MARVIN J SMITH	40,234.63	SOUTH UNION ROAD IMPROVEMENT PROJECT
MARVIN J SMITH	346,236.16	SOUTH UNION ROAD IMPROVEMENT PROJECT
TURTLECREEK TOWNSHIP TRUSTEES	33,730.59	1ST QUARTER 2022
TURTLECREEK TOWNSHIP TRUSTEES	28,806.37	4TH QUARTER 2021
US BANK NATIONAL ASSOCIATION	127,855.80	MAY 2022 P CARDS
WEX INC	22,670.79	FUEL FOR APRIL 2022

CITY OF MONROE

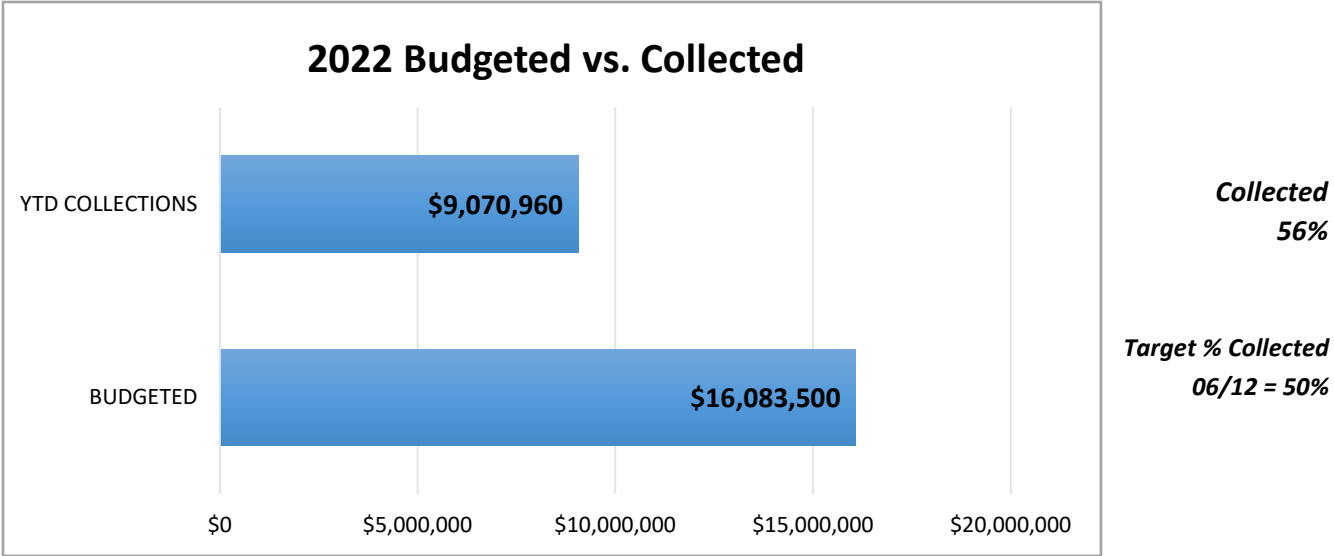
FINANCIAL REPORTS

FOR THE PERIOD ENDING

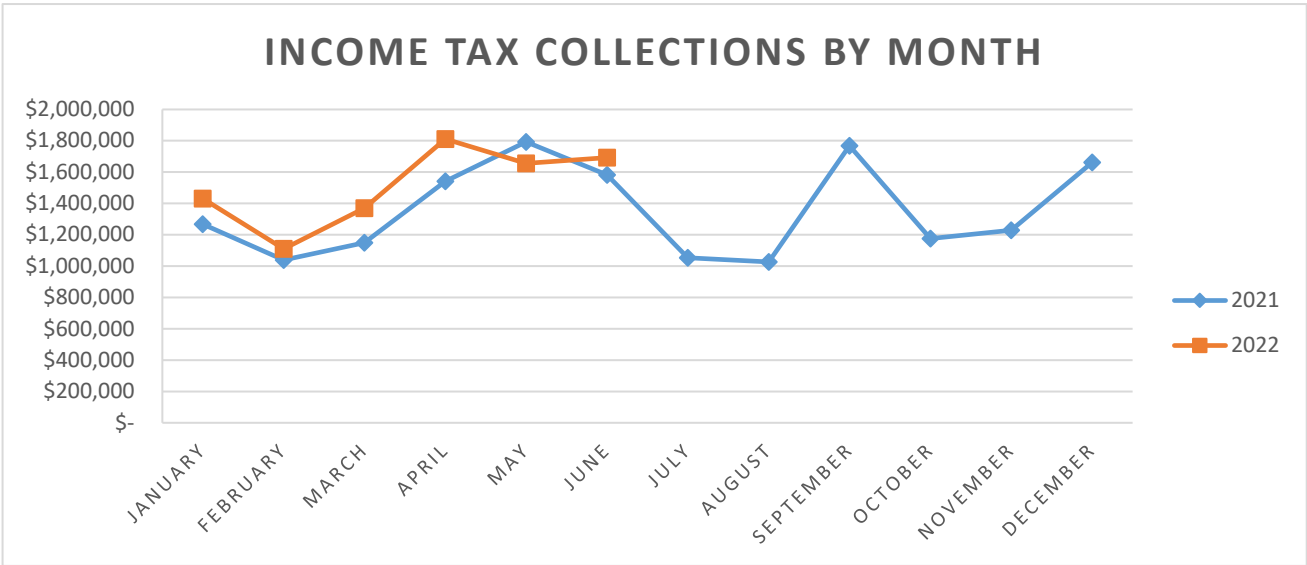
June 30, 2022

MUNICIPAL INCOME TAX MONTHLY REPORT JUNE 2022

As of the end of June, we have collected (YTD) \$9,070,960 in income tax dollars.
This equals to approximately 56% of the budget estimate.

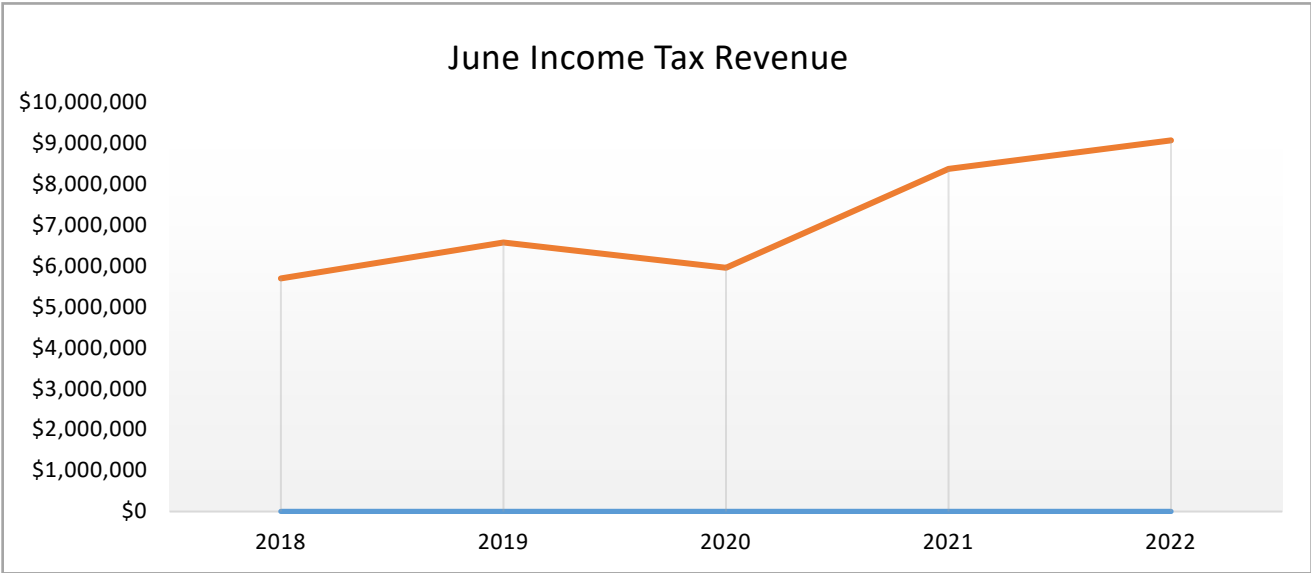


For June, income tax collections were 8% higher in 2022 than at the same time last year. Overall, the City has collected \$700,674 more in 2022 than at the same time last year.



HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS

Over the last five years, income tax revenue in June has steadily increased.



City of Monroe
Statement of Cash Position
As of 6/2022

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	5,108,882.10	8,225,596.12	6,918,781.60	6,415,696.62
1115	INCOME TAX FUND	0.00	0.00	96.00	-96.00
2101	INCOME TAX - PUBLIC SAFETY	468,205.58	1,579,866.93	300,000.00	1,748,072.51
2210	STREET FUND	1,241,248.61	613,885.40	981,989.58	873,144.43
2220	STATE HIGHWAY FUND	329,454.51	42,620.12	174,560.69	197,513.94
2230	MOTOR VEHICLE LICENSE TAX FUND	452,818.11	0.00	291,755.09	161,063.02
2310	FIRE - 1989 LEVY FUND	1,089,835.82	2,242,359.66	2,892,179.35	440,016.13
2320	FIRE - 2005 LEVY FUND	1,010.27	0.00	0.00	1,010.27
2330	FEMA FUND	13,982.63	2,632.78	8,000.00	8,615.41
2360	AMERICAN RESCUE PLAN ACT FUND	734,043.05	2,930.46	0.00	736,973.51
2410	POLICE LAW ENFORCEMENT FUND	729,950.32	2,187,357.18	2,455,175.18	462,132.32
2420	DARE GRANT FUND	4,112.37	8,941.14	2,602.48	10,451.03
2430	ENFORCEMENT AND EDUCATION FUND	6,431.34	245.00	0.00	6,676.34
2440	FEDERAL ASSET FORFEITURE FUND	13,735.42	0.00	0.00	13,735.42
2450	OHIO PEACE OFFICER TRAINING	22,560.00	16,068.96	0.00	38,628.96
2510	COURT TECHNOLOGY IMPROVEMENT	7,347.99	4,275.00	6,478.81	5,144.18
2621	MONROE CROSSINGS (C1)	0.00	1,227.21	862.87	364.34
2622	PARK 63/SUMMIT (C2)	143,027.85	106,229.39	74,691.45	174,565.79
2623	MONROE COMMERCE CENTER (C3)	508,951.46	575,602.24	395,031.66	689,522.04
2626	MIAMI VALLEY INDUSTRIAL (C6)	190,285.89	92,154.68	149,964.37	132,476.20
2627	YANKEE ROAD (C7)	0.00	12,408.23	8,724.41	3,683.82
2628	BERNS/DOUGLAS (C8)	0.00	2,310.60	1,474.20	836.40
2629	FRICK GREENTREE (C9)	0.00	267.73	188.08	79.65
2630	OSBOURNE (C10)	0.00	110.34	77.55	32.79
2631	SATELLITE FARMS (C11)	37,322.98	66,614.95	46,771.28	57,166.65
2633	CORRIDOR 75 #1 (C13)	332,216.94	535,247.51	523,177.24	344,287.21
2634	CORRIDOR 75 #2 (C14)	0.00	66,035.37	64,728.37	1,307.00
2722	HERITAGE GREEN (R2)	25,050.00	149,625.23	111,406.67	63,268.56
2723	WYANDOT WOODS (R3)	618,648.97	444,832.56	331,126.42	732,355.11
2724	GILMAR MEADOWS (R4)	0.00	68,054.48	50,706.51	17,347.97
2726	BRITTONY WOODS (R6)	134,217.97	287,798.65	214,369.07	207,647.55
2727	TODD'S GLEN RESERVE (R7)	0.00	77,156.84	57,507.21	19,649.63
2728	MAJESTIC OAKS (R8)	0.00	1,031.45	767.60	263.85
2729	TRIMBLE FARM (R9)	0.00	44,817.58	33,353.62	11,463.96
2732	MONROE CROSSINGS #1 (R12)	373,640.59	412,988.15	312,647.46	473,981.28
2733	MONROE CROSSINGS #2 (R13)	300,199.10	252,187.36	190,415.09	361,971.37
2734	MONROE CROSSINGS #3 (R14)	305,660.13	220,925.89	161,771.96	364,814.06
2735	RESERVES OF MONROE XINGS (R15)	163,662.32	168,380.00	125,307.63	206,734.69
3101	INCOME TAX - CAPITAL PROJECTS	1,902,676.95	677,085.84	368,099.08	2,211,663.71
3110	PARK IMPROVEMENT FUND	789,010.38	180,456.91	545,555.18	423,912.11

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
3120	CAPITAL IMPROVEMENT FUND	4,911,129.83	724,598.27	1,649,495.29	3,986,232.81
3620	CPO TIF - CAPITAL FUND	24,880.23	0.00	0.00	24,880.23
4110	G.O. BOND RETIREMENT FUND	353,913.80	0.00	88,701.75	265,212.05
4210	WATER BOND RETIREMENT FUND	369,788.89	0.00	24,065.10	345,723.79
4310	S.A. BOND RETIREMENT FUND	614.68	555,894.44	555,894.44	614.68
4410	INCOME TAX BOND RETIREMENT FUN	338,869.18	0.00	191,531.25	147,337.93
4610	CORRIDOR 75 PARK LTD TIF FUND	124,940.68	1,710.59	0.00	126,651.27
5110	S.A. STREET LIGHTING FUND	6,771.27	6.60	0.39	6,777.48
6110	WATER FUND	1,328,608.10	1,378,022.48	872,622.22	1,834,008.36
6115	WATER GUARANTEE DEPOSIT	47,300.00	550.00	0.00	47,850.00
6120	WATER CAPITAL IMPROVEMENTS	1,374,259.35	5,103.79	480,715.21	898,647.93
6125	WATER METER& READ SYSTEM REPL	370,924.81	93,811.57	14,096.53	450,639.85
6210	SEWER FUND	167,531.12	574,784.88	611,653.27	130,662.73
6310	STORM WATER FUND	213,508.12	159,317.93	233,541.21	139,284.84
6315	STORMWATER DEPOSIT FUND	563,383.18	9,732.57	0.00	573,115.75
6410	GARBAGE FUND	176,597.83	533,977.81	505,588.63	204,987.01
6510	CEMETERY FUND	151,879.33	63,332.16	28,068.06	187,143.43
6610	STREET LIGHTING UTILITY	30,746.74	59,443.51	57,584.45	32,605.80
7100	CEMETERY MAINTENANCE TRUST	61,670.77	2,469.63	0.00	64,140.40
7110	MOUND CEMETERY TRUST FUND	69,474.22	333.69	0.00	69,807.91
7120	LONG STREET TRUST FUND	2,501.65	13.32	0.00	2,514.97
7310	FIRE HISTORIC PRESERVATION FUN	1,470.54	0.00	0.00	1,470.54
7320	FIRE LOSS SECURITY FUND	21,371.33	0.00	0.00	21,371.33
7410	DRUG LAW ENFORCEMENT TRUST	83,824.40	5,553.22	7,375.00	82,002.62
		26,844,149.70	23,538,984.40	23,121,276.56	27,261,857.54

YTD BUDGET REPORT - REVENUE JUNE 2022

FUND	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE
1110	1110 GENERAL FUND	(15,378,800.00)	(15,378,800.00)	(8,225,596.12)	(7,153,203.88)
2101	2101 INCOME TAX - PUBLIC SAFET	(2,777,100.00)	(2,777,100.00)	(1,579,866.93)	(1,197,233.07)
2210	2210 STREET FUND	(2,063,600.00)	(2,063,600.00)	(613,885.40)	(1,449,714.60)
2310	2310 FIRE - 1989 LEVY FUND	(4,611,100.00)	(4,611,100.00)	(2,242,359.66)	(2,368,740.34)
2410	2410 POLICE LAW ENFORCEMENT FU	(3,651,900.00)	(3,651,900.00)	(2,187,357.18)	(1,464,542.82)
2600	2600 TIF FUNDS	(2,307,900.00)	(2,307,900.00)	(1,458,208.25)	(849,691.75)
2700	2700 RID FUNDS	(3,690,200.00)	(3,690,200.00)	(2,127,798.19)	(1,562,401.81)
6110	6110 WATER FUND	(3,155,800.00)	(3,155,800.00)	(1,378,022.48)	(1,777,777.52)
6120	6120 WATER CAPITAL IMPROVEMENT	(11,500.00)	(11,500.00)	(5,103.79)	(6,396.21)
6210	6210 SEWER FUND	(1,225,100.00)	(1,225,100.00)	(574,784.88)	(650,315.12)
6310	6310 STORM WATER FUND	(474,500.00)	(474,500.00)	(159,317.93)	(315,182.07)
6410	6410 GARBAGE FUND	(1,014,600.00)	(1,014,600.00)	(533,977.81)	(480,622.19)
		(40,362,100.00)	(40,362,100.00)	(21,086,278.62)	(19,275,821.38)

YTD BUDGET REPORT - EXPENSES JUNE 2022

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	1110 GENERAL FUND	16,622,947	17,706,908	6,960,652.87	1,382,066.38	9,364,189
2101	2101 INCOME TAX - PUBLIC SAFET	451,000	451,000	300,000.00	0.00	151,000
2210	2210 STREET FUND	2,674,808	2,875,126	913,150.04	232,334.67	1,729,642
2310	2310 FIRE - 1989 LEVY FUND	4,122,067	4,471,902	2,854,763.60	130,865.20	1,486,273
2410	2410 POLICE LAW ENFORCEMENT FU	3,764,344	3,885,513	2,373,575.82	66,503.17	1,445,434
2600	2600 TIF FUNDS	2,258,400	2,429,767	1,265,691.48	65,859.33	1,098,216
2700	2700 TIF FUNDS	3,095,900	3,207,981	1,589,379	106,781	1,511,821
6110	6110 WATER FUND	2,696,579	2,917,808	922,997.47	171,591.11	1,823,220
6120	6120 WATER CAPITAL IMPROVEMENT	3,232,700	3,924,005	480,715.21	1,326,891.51	2,116,398
6210	6210 SEWER FUND	1,291,233	1,380,241	618,572.60	0.00	761,668
6310	6310 STORM WATER FUND	1,383,829	1,579,438	238,539.72	536,414.61	804,483
6410	6410 GARBAGE FUND	973,512	973,512	510,682.28	0.00	462,830
	TOTAL	42,567,319				

CHECKS OVER \$15,000 JUNE 2022

NAME	INVOICE NET	INVOICE DESCRIPTION
CDW GOVERNMENT, INC	44,314.00	MDT S FOR CRUISERS
COMPLETE LAWN SPECIALISTS, INC.	18,230.00	INTERCHANGE MAINTENANCE
ENTERPRISE FM TRUST	16,409.02	CITY WIDE FLEET LEASES
HUMANA	129,932.88	JULY 2022 HEALTH INSURANCE
HURST KELLY & COMPANY LLC	15,125.00	2021 COMPREHENSIVE ANNUAL FINANCIAL REPORT
INSIGHT PIPE CONTRACTING LLC	16,800.00	LAWTON AVE CULVERT LINING
NATIONAL INSPECTION CORPORATION	24,789.66	BUILDING SERVICES FOR 2021
PUBLIC ENTITIES POOL OF OHIO	28,887.50	PROPERTY & LIABILITY COVERAGE 2022.
PERFORMANCE FOOD GROUP, INC.	17,500.00	EMERGENCY ORDINANCE #2021-53A
RUMPKE OF OHIO, INC	86,675.04	CUSTOMER # 6300108176
SERVICE SUPPLY LTD, INC	24,081.56	NEW PLAYGROUND EQUIPMENT AT MONROE COMMUNITY PARK
MARVIN J SMITH	243,181.41	SOUTH UNION ROAD IMPROVEMENT PROJECT
TRUCK COUNTRY OF INDIANA, INC	78,042.00	CHASSIS FOR FREIGHTLINER DUMP TRUCK
TYLER TECHNOLOGIES, INC	85,194.88	EXECUTIME SCHEDULING SOFTWARE MAINTENANCE
US BANK NATIONAL ASSOCIATION	124,608.02	JUNE 2022 P-CARD
WEX INC	29,648.10	FUEL FOR MAY 2022

NOTICE TO LEGISLATIVE
AUTHORITY

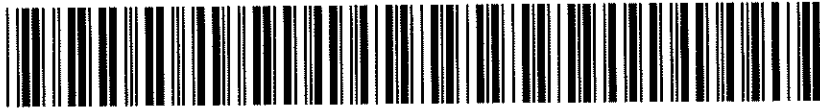
OHIO DIVISION OF LIQUOR CONTROL
8606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

0336011		NEW		AMERICAN WAY BBQ INC	
PERMIT NUMBER		TYPE		11 AMERICAN WAY	
ISSUE DATE				MONROE OH 45050	
08 02 2022					
FILING DATE					
D2					
PERMIT CLASSES					
09 066 A		D50234			
TAX DISTRICT		RECEIPT NO.			

FROM 08/23/2022

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 08/23/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/23/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **A NEW 0336011**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONROE CITY COUNCIL
233 S MAIN ST
P O BOX 330
MONROE OHIO 45050