



**Monroe Council Agenda
Regular Meeting of Council
February 14, 2023 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Technology Committee Minutes of January 10, 2023; Finance Committee Minutes of January 24, 2023; and Council Minutes of January 10, January 12, January 19, January 21, and January 24, 2023.

Visitors

- Ceremonial Swearing in of Firefighter / Paramedic / EMT's Ben Lepensee, Scott McCoy, William Quinn III, and Kyle Keeler.
- Tim Abbott of Energy Alliance - Benefits of Electric and Gas Aggregation

Committee Reports

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

Old Business

New Business

Resolution No. 10-2023. A Resolution amending Resolution 55-2022 to increase the blanket purchase order amount authorized for Tyler Technologies to \$79,500.

Strategic Priority: Well Managed Services and Infrastructure

Background: City Council approved several blanket purchase orders for 2023 at the December 13, 2022 Council meeting on Resolution No. 55-2022, including \$77,949.13 for Tyler Technologies. The blanket purchase order amount was approved prior to obtaining our 2023 renewal amounts and we did not account for a large enough increase. We had originally built in a 4.6% increase as compared to 2022, and the actual increase was 6.4%. This cost covers the annual support, update licensing and disaster recovery charges for the City's financial software.

Resolution No. 11-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and the State of Ohio Attorney General for the collection of delinquent



income tax and other debt.

Strategic Priority: Good Governance

Background: As briefly discussed at the October budget retreat, and with the Finance Committee at the November 22, 2022 meeting, and discussed in greater detail at the January 24, 2023 meeting, the Finance Department is recommending that the Income Tax Division begin utilizing the Ohio Attorney General Office for tax collection services in 2023.

The Ohio Attorney General's delinquent debt collection is a free service for municipalities. However, a collection fee of 11% is passed onto the taxpayer, which is in addition to their certified tax balance. This is an alternative to filing a criminal case against a taxpayer or sending the debt to a collection agency. The Attorney General provides a significant cost savings for the City when compared to collection agencies that typically charge 30% to 50% of the debt collected. The Attorney General's Office also has the ability to capture state and federal tax refunds and lottery winnings for up to 10 years to pay off the debt. The Attorney General currently has over 200 local government clients utilizing their collection services.

The Income Tax Division would continue with their current practice of issuing multiple balance due letters/statements, offering payment plans, and working with taxpayers on an individual basis prior to sending an account to the Attorney General for collection. This would be the final step in a process when no response or action has been taken after consistent and multiple attempts for contact have occurred.

Resolution No. 12-2023. A Resolution declaring official intent with respect to reimbursements of temporary advances made for expenditures for capital improvements for the Municipal Public Works Facility in fiscal year 2023 to be made from subsequent borrowings.

Strategic Priority: Well Managed Services and Infrastructure

Background: This resolution allows the City to reimburse itself for expenses related to the Public Works Facility project incurred prior to issuing debt. The timing of expenses related to property acquisition, facility improvements and professional services are likely to be incurred before debt is issued. We anticipate issuing long term debt for the project towards the end of 2023 or 2024 depending on the market conditions and when the comprehensive cost estimates for the project are completed.

Resolution No. 13-2023. A Resolution authorizing the City Manager to enter into a Communications Equipment Site Lease Agreement by and between the City of Monroe and DISH Wireless L.L.C. for the placement of equipment on the water tank located at 580 South Main Street.

Strategic Priority: Good Governance

Background: Following the Sprint/T-Mobile merger Dish Wireless, LLC. (Dish) is a new start up wireless carrier and will become the third (behind Verizon and AT&T) major facility based terrestrial supplier of wireless service in the United States. Currently, T-Mobile/Sprint has an existing lease agreement with the City of Monroe (City) for the use of a portion of the South Main Street Water Tower. As the South Main Street Water Tower already serves as a collocated space for wireless infrastructure, Dish has



approached the City and has requested to collocate its wireless equipment on and at the South Main Street Water Tower site. The City's special legal counsel for wireless matters has negotiated a lease agreement with Dish over the past year, that among other things, contains the following terms and conditions: Lease term of six (6) five (5) five year consecutive terms = a thirty (30) year lease.

Annual rental payments of \$25,000.00 with a 3% annual escalator for each year of the lease term (for reference - Dish's traditionally offer to pay its landlords less than other wireless carriers in the market and often in Ohio has only agreed to annual rents below \$12k a year).

A one-time payment within sixty (60) days of lease execution of \$5,000.00 paid to the City.

Dish shall pay all of its ongoing utility costs for its site operations and shall be separately metered at the site.

Dish shall fully indemnify the City for its use and operations at the site.

Dish shall carry a minimum of \$5M in liability insurance covering its operations at the site and such insurance may be increased upon the City's request every five years.

Dish shall carry a \$50k performance bond during the term of the lease and for one year following lease expiration to ensure Dish performs and meets its obligations to the City.

Dish may, upon written notice to the City, assign its entire interest in the lease to its own subsidiaries or affiliates.

Any assignment of Dish interest in the lease to a third party will require both written notice to and full consent of the City.

The City may terminate the lease upon 365 days' notice to Dish should Council determine that public health, safety or welfare require it.

The City may require the immediate temporary cessation of Dish use or full termination of the lease should such be necessary to protect the water supply or the operations of the City's water distribution system.

Resolution No. 14-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and O.R. Colan Associates for land acquisition services related to the culvert replacement on Todhunter Road.

Strategic Priority: Well Managed Services and Infrastructure

Background: In 2022, the Department of Public Works identified two culverts on Todhunter Road west of Britton Lane that are in need of replacement due to deterioration. Preliminary design work has begun to design the new structures to current standards, which requires additional permanent right of way for the structures due to the larger design required. In order to properly construct the new culverts, temporary construction easements will also be needed to properly place the structures and ensure proper erosion control during the project.

The work to procure the easements must take place prior to the construction of the replacement culverts on Todhunter Road, which is anticipated for the 2024 construction season. The areas developed for the permanent right of way and temporary easements were determined during the preliminary design phase of the project.



We have acquired three quotes for this service. All three are companies we have utilized in the past for land acquisition projects. All three companies are more than capable of successfully negotiating these takes, so we went lowest bid for the service (quotes attached). Land acquisition is a lengthy process and it is estimated this phase of the project will take six to nine months to negotiate for the right of way and temporary easements..

Resolution No. 15-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and the State of Ohio Department of Transportation for the installation and maintenance of signs for bicycle routes within the City.

Strategic Priority: Parks and Connectivity

Background: ODOT is initiating a statewide signage project for US Bicycle Routes 25, 30, and 230 across Ohio next year. ODOT intends to furnish and install signage along these routes for communities who are interested in participating. ODOT is reaching out to invite the City to participate in this project, as one of the 109 local governments located along these designated routes. In 2016 with Resolution 36-2016, the City showed support for the route. The installation of signage is the next step in the States process to define the bike route.

This initiative aligns with the strategic priority of park and connectivity by supporting the bike route through the City. It was noted from the initial discussion on the route, that it would be the City's intent to move the route to the portion of the GMRT within the City once the connection to the north is made. It is my understanding the County is funding a portion of that project, which Metro Parks is working toward completion within the next 5 years.

Ordinance No. 2023-04. An Ordinance repealing Chapter 284 of the Codified Ordinances in its entirety to eliminate the Audit Committee.

Strategic Priority: Good Governance

Background: As a result of being placed in Fiscal Emergency by the Auditor of State in 2004, there were several recommendations made by the State Auditor and outlined in the Performance Audit in 2005. Following Fiscal Emergency declaration, the City established the Audit Committee as recommended by the State Auditor. The primary responsibility of the Audit Committee was to "oversee the independent audit of the City's financial statements, including resolution of audit findings. The Committee should regularly report to Council on financial matters."

Several years have passed since that time and controls have been put in place and continue to be reviewed. Over the last few years, the need for the Audit Committee has dwindled and has been inactive for the last two years. The City has improved internal controls and reporting tremendously since 2004. The City now uses Munis Financial Software, which includes many internal controls that assist staff with budget management and financial reporting and analysis. The Finance Committee of Council meets consistently on a monthly basis to discuss financial matters of the City, including reviewing the monthly financial reports, audit reports, utility rates, etc. Finance staff reconciles all



accounts monthly and provides revenue and expenditure information and a statement of cash position to the City Manager, Finance Committee and City Council monthly.

Ordinance No. 2023-05. An Ordinance amending and supplementing Exhibit "1" of Ordinance No. 2022-35 to create the unclassified positions of IT Operations Manager and Economic Development Professional; change the titles of Financial Operations Manager to Technology Services Manager, Finance Specialist (Technology) to Technology Support Specialist, and Assistant Finance Director to Financial Services Manager; and include an amendment to Exhibit "1" of Ordinance No. 2022-06 to reflect the position of Battalion Chief as a classified position.

Strategic Priority: Well Managed Services and Infrastructure

Background: We continue to focus on right-sizing our staff to support the Strategic Priority of Well Managed Services and Infrastructure. Sometimes that means adding positions and sometimes that means changing our current organizational structure. This amendment to the wage ordinance is a combination of both.

IT Positions: As discussed in the budget retreat meetings, we are creating an Information Technology division in the City Manager's Office. This consists of adding one new position; IT Operations Manager. During the budget retreats, this position was referred to as "Network Administrator", but after developing the job description and doing some industry comparisons, we found that the IT Operations Manager title was a better fit. This position will primarily be focused on the City's IT infrastructure, voice telecommunications system, and hardware support. We are also transferring two Finance employees to the IT division and changing their job titles and descriptions to reflect IT services City-wide rather than just the Finance department. The Financial Operations Manager will be the Technology Services Manager primarily focused on the City's ERP system administration, software implementation, and end-user support; the Finance Specialist - Technology will be the Technology Support Specialist will support both of the other positions primarily focused on assisting end-users with hardware upgrades and software testing, training, and trouble-shooting.

ED Position: The City's strategic plan identifies several areas that need specific attention from Economic Development and the current staffing level is not sufficient to accomplish these goals. In addition to Well Managed Services and Infrastructure, the position also supports the Strategic Priorities of Strategic Growth and Development and Community and Interpersonal Communications. This position will also support the CIC as that Board implements its upcoming Economic Development Strategic Plan.

Finance Positions: A restructure of the Finance department began last year as we learned of the Assistant Finance Director's intent to retire. As you recall, we added the position of Finance Administrator to absorb some of the Assistant Finance Director's duties and take some of the duties traditionally done by the Director. The Financial Services Manager replaces the Assistant Finance Director who retired on 1/31/23. This position will perform the remaining duties of the Assistant and supervise the CSS and Utility Billing functions. Utility Billing was previously under the Financial Operations Manager that is transferring to IT.

Battalion Chief: Pay grade was corrected to reflect this position is on a union scale. When created, the position was non-union; however, it was included in the most recent collective bargaining agreement effective 10/1/22.

Ordinance No. 2023-06. An Ordinance authorizing the sale and trade in of certain personal property no longer needed for municipal purpose.



Strategic Priority: Well Managed Services and Infrastructure

Background: Our current hotbox was purchased new in 2009 making it 14 years old. We are having trouble with the diesel fired heating system on the current machine and parts availability is scarce. We have set a life cycle of 12 years. Our plan will be to sell the current hotbox through the GOV Deals auction clearing house. It will be sold as-is with no reserve, it is difficult to assess a market value for a machine of this age and condition.

The current roller was bought new and is a 2010 model making it 13 years old. We have had some mechanical problems with the current machine and have been advised that if the drum motor breaks again, the cost to repair will be greater than the value of the machine. We have set a life cycle of 12 years.

Our plan is to trade-in our current roller which has a value of \$5,000.00.

Consideration of Motion authorizing the expenditure of \$69,133.75 for a John Deere Flex Wing Mower for the Department of Public Works.

Strategic Priority: Well Managed Services and Infrastructure

Background: This is an addition to our fleet of mowers. We are not trading-in or selling any equipment for this purchase. We are adding this tractor and batwing mower to help add efficiency to our roadside mowing. As the City continues to grow, so does our workload. This extra tractor and mower will allow us to complete our roadside mowing in a timelier manner and allow our crews to move on to other tasks, accomplishing more work in a short amount of time. We will begin to track and measure roadside mowing to ensure that this investment shows improvement in the efficiency of this area.

These items are both on state bid pricing, so multiple bids are not necessary.

We have set a life cycle of 12 years. Approximate Cost: \$69,133.75 *Costs are currently in flux due to inflationary factors. Final amounts may change at the time of Council approval.

The item was included in the 2023 Appropriations and the Public Works Director is seeking approval prior to cost increases.

This item was sent in a report with two other items for review to the Public Works Committee on January 25, 2023. A meeting was not requested by any of the committee members to review the item prior to

Consideration of Motion authorizing the expenditure of \$131,982.00 for the purchase of a mid-sized dump truck for the Department of Public Works.

Strategic Priority: Well Managed Services and Infrastructure

Background: The Public Works Director is seeking the purchase of a mid-sized dump truck to be added to his fleet. This truck will be an addition to the fleet in the water maintenance division. This is a mid-sized truck that will be capable of towing the trailer which carries the excavator and skid loader, in



addition to hauling dirt and gravel to and from job sites. The addition of this truck will allow better efficiency in the water crews. This truck will give them the ability to have one truck for hauling off spoils from a job site while the second truck is hauling in backfill material. Currently, they have one truck to complete all tasks. The water division's busiest time of the year is winter. That is when we see the largest amount of main break repairs that require quick resolution. During the winter it limits the ability to borrow a truck from the street maintenance division, which is set-up for snow and ice control and not ready for use for the purposes of the water maintenance division.

It is the recommendation of Public Works to buy this truck as opposed to leasing. This truck will not be used in snow removal operations, so it will not live in the same harsh environment as the plow trucks which are leased. We have assigned a life cycle of ten years for this truck. Historically, by 10 years we have started to see issues with rusting of the frame and dump-body as well as mechanical issues that can be significant in cost of repair.

Consideration of Motion authorizing the expenditure of \$47,385.00 for a KM International 4-ton Trailer Mounted Asphalt Hotbox for the Department of Public Works.

Strategic Priority: Well Managed Services and Infrastructure

Background: This piece of equipment is used in pothole repair and street-cut patching operations, which is a core function of our street maintenance operations. It is a trailer mounted unit that holds up to 4 (four) tons of asphalt and keeps it hot while crews dispense it into repairs. This unit has a dump feature to allow the asphalt to be kept at the back of the trailer for the crews to shovel out. There is a small crane mounted on the trailer, so we can lift the heavy plate compactor on and off the trailer without risk of back injuries. It comes standard with all the necessary safety lights. It will also have a 30-gallon heated tack tank for adding tack coat and sealing the edges of the patch(es).

Our current hotbox was purchased new in 2009 making it 14 years old. We are having trouble with the diesel fired heating system on the current machine and parts availability is scarce. We have set a life cycle of 12 years. Our plan will be to sell the current hotbox through the GOV Deals auction clearing house. It will be sold as-is with no reserve, it is difficult to assess a market value for a machine of this age and condition.

Consideration of Motion to authorize the expenditure of \$41,487.00 for a 2022 Bomag BW120SL-5 Asphalt Roller for the Department of Public Works.

Strategic Priority: Well Managed Services and Infrastructure

Background: This piece of equipment is to upgrade and replace our current roller. This new machine is two model sizes larger than our current roller. This new roller will have a 47.2" wide drum opposed to the 35" drum on our current roller. The wider roller will allow better trench patching. Typically, our trench width is between three and four feet in width. With this wider roller, most patches will be able to be rolled with no seams or less seams with this wider machine. The wider machine is also heavier, so this is another advantage to achieving better compaction out of this new machine. It is used alongside the hotbox in the street maintenance operations to ensure the repair work is properly compacted and smooth.

The current roller was bought new and is a 2010 model making it 13 years old. We have had some



mechanical problems with the current machine and have been advised that if the drum motor breaks again, the cost to repair will be greater than the value of the machine. We have set a life cycle of 12 years.

Our plan is to trade-in our current roller which has a value of \$5,000.00.

Consideration of Motion authorizing the expenditure of \$20,156.00 to Butler Tech for paramedic school fees.

Strategic Priority: Well Managaged Services and Infrastructure

Background: With the current state of the candidate pool and in order to provide the highest quality service that the City requests, we are hiring EMT-Basics and sending them to school to obtain their Paramedic Certification. This request is to send two of our employees to Butler Tech Paramedic School starting March 2023 to obtain their certification and meet the terms of their employment.

Consideration of Motion accepting the November 2022 Finance Reports as submitted.

Consideration of Motion requesting a hearing for the transfer of a C1 and C2 Liquor Permit from Swara Convenience to CFM 2973 Inc, dba Monroe IGA Express, located at 2 East Avenue.

Strategic Priority: Communication and Interpersonal Connections

Background: This request for the transfer of a C1 and C2 liquor permit from one corporation to another. These permits are the same as the existing permits. Note that the response must be postmarked no later than February 6, 2023; however, this notice was received after the packets were already prepared for the January 24th Council meeting.

Administrative Reports

- **Executive Session** - to discuss the employment and dismissal of a public employee.

Adjournment



**Technology Committee of Council
January 10, 2023
233 South Main Street, Monroe, Ohio**

The Technology Committee of Council met at 5:30 p.m. on January 10, 2023, in the Council Chambers located at 233 South Main Street, Monroe, Ohio.

Present: Christina McElfresh, Vice Mayor; Jason Frentzel, Council Member; William J. Brock, City Manager; and Angela S. Wasson, Clerk of Council/Assistant to the City Manager.

Mr. Brock reported that staff is working towards being able to stream three meetings at the same time and our vendor is working on the audio/visual equipment for the Council Chambers, Council Library, Administrative Conference Room, and Monroe Community Room. We are moving in the direction with having all inclusive in CivicClerk/CivicPlus for agenda management and the media.

The Committee concurred with Mr. Brock's recommendation that the upgrades needed for streaming meetings would be the Council Library as a priority and then branch out from there. He noted the Administrative Conference room downstairs would be a good place to hold work sessions and then the Monroe Community Room to allow for presentations that are not affiliated with the City.

Mr. Brock advised that there are improvements he would like to make in the Council Chambers that will need further discussion.

The Committee reviewed different websites to obtain ideas on updating the City's website. Suggestions of more information on the calendar, smaller and changing picture at the top of the home page, news and calendar side-by-side, static frequently used buttons at the bottom of the pages, and white background so everything is easier to read and it looks cleaner and more up-to-date.

The analytics were requested and will be provided to the members at the next meeting.

The Technology Committee meeting adjourned at 6:19 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



**Finance Committee of Council
January 24, 2023 – 5:30 p.m.
233 South Main Street, Monroe, Ohio**

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

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

Referencing the November 2022 Finance Reports, Mr. Burton reported that the City has collected 99% of our income tax revenue and will surpass budget on the December 2022 report. We have collected \$1,284,000 more in 2022 than in 2021. The cash position reports reflect a reduction in the General Fund due to transfers to other funds. Any negative number on the revenue report means that we have surpassed revenue.

Mr. Burton advised that the City has an inactive Audit Committee. The Audit Committee was created after the City was in fiscal emergency in 2004 as recommended by the Performance Audit. A lot has changed since 2004 with the several internal controls of the finances. Mr. Burton reached out to eight different cities and one has an audit committee that functions like Monroe's Finance Committee. It is not uncommon to not have an audit committee and Mr. Burton recommended to repeal the ordinance that established the Audit Committee since it has not been active for several years.

There were no objections from the Committee to eliminate the Audit Committee.

Mr. Burton reported on sending collections to the Attorney General's office that will be no cost to the City for income tax collections. The Attorney General's office adds an 11% fee to the taxpayer. This allows the City to not lose any funds. The process would not change as payment plans will continue to be offered and staff will work with the taxpayers. Collections sent to the Attorney General's office is really for those that do not respond to continued attempts to contact them. Mr. Burton noted there are currently 195 accounts that can be sent to the Attorney General's office.

Mr. Brock reported that the City currently has 15 different accounts with Duke Energy for natural gas. Approximately 10 years ago we signed an agreement with a company for electric. We need Council approval to look at the gas prices through a broker because he does not see the gas prices going down through Duke Energy anytime soon. The time period for the price is 12, 24, or 36 months. Mr. Brock explained that Energy Alliance is population based and it allows for a group purchase for electric and sometimes gas. There are other companies such as Miami Valley Communications Council that manage an aggregation pool.



Mr. Brock explained being part of the aggregation pool would need to go on the ballot and Tim Abbott of Energy Alliance will give a presentation to Council on this. The Committee will wait for additional information and any presentations given from the different brokers before making a recommendation.

The Finance Committee meeting adjourned at 6:14 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



**Monroe Council Minutes
Regular Meeting
January 10, 2023 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of December 13, 2022; seconded by Mr. Wagner. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business

Ordinance No. 2022-33. An Ordinance rezoning real property containing approximately 21 acres, more or less, located at Roden Park Drive and Crossings Boulevard, and further described herein, from C-4 Gateway Commercial Planned Unit Development to R-4 Multi-Family Planned Unit Development pursuant to the recommendations of the Monroe Planning Commission authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and Park Place Development, LLC. (Second Reading – Tabled December 13, 2022)

No action taken on Ordinance No. 2022-33.

Ordinance No. 2022-38. An Ordinance levying upon the lots and lands enumerated in the list of estimated assessments the amounts on such list as further described herein for curbs, gutters, and driveway aprons. (Second Reading)

The Clerk of Council read Ordinance No. 2022-38 by title only.



Mrs. McElfresh moved to adopt Ordinance No. 2022-38; seconded by Dr. Clark. Roll call vote: six ayes. Motion Carried.

Ordinance No. 2022-39. An Ordinance amending Section 1060.03(a) of the Codified Ordinances to increase the rate charged for garbage and trash collection. (Second Reading)

The Clerk of Council read Ordinance No. 2022-39 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2022-39; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.

New Business

Resolution No. 01-2023. A Resolution instructing the Director of Finance to request an advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties.

Mr. Brock explained this is an annual piece of legislation requesting the Auditors of Butler and Warren Counties to forward property tax collected monthly as opposed to bi-yearly.

The Clerk of Council read Resolution No. 01-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 01-2023; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Resolution No. 02-2023. A Resolution endorsing and ratifying the filing of a Community Development Block Grant Funding Application for an Americans with Disabilities Act Program.

Mr. Brock stated this grant application has been filed and, while not all grants require legislation authorizing the filing, this program does. He requested that Council adopt the Resolution ratifying the filing of grant funds.

The Clerk of Council read Resolution No. 02-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 02-2023; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Resolution No. 03-2023. A Resolution authorizing the City Manager to enter into a professional engineering agreement by and between the City of Monroe and Jones-Warner Consultants, Inc. for the design of a twelve-inch water main along South Main Street from Carson Road to Mason Avenue.

Mr. Morton informed Council this Resolution will approve engineering services for a twelve-inch water main along South Main Street from Carson Road to Mason Avenue and was part of the Water Rate Study and Capital Improvement Program. Mr. Morton stated that the project is



scheduled to begin in 2024; however, he will be requesting Council authorize the ordering of the materials in 2023 due to the 40 to 50 week delay in obtaining the water line.

The Clerk of Council read Resolution No. 03-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 03-2023; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Resolution No. 04-2023. A Resolution determining the bid submitted by Kendall Electric Group for 20 decorative streetlights to be the lowest and/or best bid and authorizing the City Manager to enter into an agreement for the purchase of said lights.

Mr. Morton explained this approves the purchase of the decorative lights on Main Street and around the City Building. He noted this is for materials only due to the time it takes for the delivery of materials.

The Clerk of Council read Resolution No. 04-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 04-2023; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Ordinance No. 2023-01. An Ordinance amending and supplementing Section 1203.05 of the Planning and Zoning Code to require a development agreement for major subdivisions, the recording of the development agreement with the final plat, and clarify when specific bonds are eligible for release.

Public Hearing Ordinance No. 2023-01.

Mayor Funk opened the public hearing on Ordinance No. 2023-01 by swearing in all speaking in favor or against this Ordinance. Mayor Funk read the following statement on the procedure for the public hearing:

The request will be presented by the Director of Development. Following this presentation, anyone wishing to speak in favor of the proposal will be given an opportunity to speak. After all proponents have spoken, the opponents will be given an opportunity to present their case. Speakers are asked not to repeat the same ideas which have been previously presented but indicate that they agree with a previous speaker. All persons speaking are subject to cross examination and must be sworn. Council has the opportunity to question any speaker after they have completed their presentation. Once the public hearing is closed, individual speakers have no right to comment during discussion by Council members.

Having been sworn, Tom Smith, Director of Development, stated Ordinance No. 2023-01 will require development agreements for major subdivisions. He explained that a development agreement clearly defines the project standards, including timelines and special terms, that protect



both the City and the developer. Mr. Smith added that the Planning Commission and staff have recommended that Council adopt the legislation.

There were no proponents or opponents.

Mrs. McElfresh moved to accept the documents for the record; seconded by Mr. Frentzel. Voice vote. Motion carried.

Mrs. McElfresh moved to close the public hearing; seconded by Mr. Bellapianta. Voice vote. Motion carried.

The Clerk of Council read Ordinance No. 2023-01 by title only.

Ordinance No. 2023-02. An Ordinance authorizing the City Manager to grant a temporary construction easement to Thorntons LLC for the relocation the City's water and sewer line.

Mr. Brock stated this grants a temporary easement to Thorntons so they can proceed with realigning water and sewer lines on City property. Once these lines are moved additional legislation will be forthcoming to grant a new easement.

The Clerk of Council read Ordinance No. 2023-02 by title only.

Ordinance No. 2023-03. An Ordinance amending and supplementing Sections 286.08 and 286.09 of the Codified Ordinances to update the fees set forth therein.

Mr. Smith reported that some of the fees charged related to the Development Department and, following a comprehensive study of surrounding areas, staff is recommending that the fees set forth in Ordinance 2023-03 be adopted to bring these fees more in line with the services provided.

The Clerk of Council read Ordinance No. 2023-03 by title only.

Consideration of Motion scheduling a special meeting of Council on Thursday, January 12, 2023, at 5:30 p.m. for the purposes of discussing Ordinance No. 2022-33.

Mrs. McElfresh moved to schedule a special meeting of Council on Thursday, January 12, 2023, at 5:30 p.m. for the purposes of discussing Ordinance No. 2022-33; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion scheduling a special meeting of Council on Saturday, January 21, 2023, at 8:00 a.m. for the purpose of discussing strategic priorities to be held at 1618 Deerfield Road, Lebanon, Ohio.

Mrs. McElfresh moved to schedule a special meeting of Council on Saturday, January 21, 2023, at 8:00 a.m. for the purpose of discussing strategic priorities to be held at 1618 Deerfield Road, Lebanon, Ohio; seconded by Mr. Wagner. Voice vote. Motion carried.



Administrative Reports

Mr. Brock advised that the construction traffic signs have been ordered for the intersection of Roden Park Drive and Crossings Boulevard. Mr. Morton will place temporary signs to re-route construction traffic out of the subdivision to Hankins Road. Mr. Brock further advised that engineers are working intersection improvements and, in the short-term, we will develop striping for that intersection that will include high visibility crosswalks, centerline, stop bars, and advanced warning.

As a follow up on the concerns brought up at the intersection of Salzman Road and Todhunter Road, Mr. Brock stated that the problem with flashing stop signs is the City does not own the stop sign coming southbound. The traffic engineers are looking at what the problem is and he will review the data.

Mr. Brock reminded Council to let Mrs. Wasson know if they wanted to attend the annual Chamber of Commerce dinner.

Mr. Smith informed Council on the fee or payment in lieu of construction for pathway and sidewalk infrastructure. Often with the timing of a project the pathway and sidewalk infrastructure may not be ideal or part of a bigger project. Rather than absolving the developer from participating in that we could collect a fee that would be held and be able to address the pathways and sidewalks at a later date.

Mr. Frentzel asked if the fee would go into a special fund just for that property or a fund for trails and connectivity fund. Mr. Burton replied that a line item would be created and not a new fund for all of these monies and not per project. Mr. Smith noted it would need to be held for that specific project. Mr. Burton added that everything will be worked through before coming to Council.

Executive Session – Consider the employment of a public employee; purchase of property for public purposes; and confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

Mrs. McElfresh moved to adjourn into executive session to consider the employment of a public employee; purchase of property for public purposes; and confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance; seconded by Wagner. Roll call vote: six ayes. Motion carried.

Council adjourned into executive session at 7:13 p.m.

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



Council reconvened into regular session at 8:48 p.m.

Adjournment

Mrs. McElfresh moved to adjourn; seconded by Dr. Clark. Voice vote. Motion carried.

The regular meeting of Council adjourned at 8:48 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



**Special Meeting of Council
January 12, 2023 – 6:00 p.m.
233 South Main Street, Monroe, Ohio**

Mayor Funk opened the special meeting of Council at 6:00 p.m. with the Pledge of Allegiance.

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

Staff members present: William J. Brock, City Manager; K. Philip Callahan, Law Director; Tom Smith, Director of Development; and Angela S. Wasson, Assistant to the City Manager/Clerk of Council.

Also present were Jay Stewart, Attorney at Law; Etta Reed, Engineer with Bayer Becker; Scott Willis, applicant/developer; and Gayle Willis.

Mayor Funk announced the purpose of the special meeting is to discuss Ordinance No. 2022-33, which is the rezoning of real property in the Monroe Crossings Subdivision.

Mr. Smith recapped some of the issues with the proposed development as part of the Planned Unit Development as follows:

1. The intersection of Roden Park Drive and Crossings Boulevard concerns were brought up about the traffic and the developer was amicable to creating a right in and right out.
2. The home off of the east side that was close to one of the proposed buildings in the development.
3. Whether or not to include swing sets and playgrounds.
4. Replace barbeque pits with gazebos has already been addressed in the plans.
5. Items that would be addressed at the site plan stage are:
 - a. Shingle roofs as opposed to metal roofs;
 - b. Improving elevations to look more independent and separate; and
 - c. No parking signs on Crossings Boulevard or Roden Park Boulevard, which the applicant is amicable in meeting this criteria.

Mr. Stewart advised that the developer has agreed there will be no metal roofs, no green roofs, and no objections to the issues brought up by Mr. Smith. Mr. Stewart further advised that they are proposing mixing it up with one, two, and three bedrooms as opposed to all three bedroom units. He felt that this may address the concerns of the Monroe Local School District. Mr. Stewart foresees the development to be complete in four to five years; however, it depends on the market.



General discussion was held about the playgrounds and not being able to prevent the use of the playgrounds throughout the subdivision by all and mixing the one, two, and three units per building.

Mr. Stewart agreed to put together a proposed timeline.

Mr. Callahan explained the process for modifying the decision of Planning Commission. Additionally, Mr. Callahan advised that this was tabled for 60 days with the 60th day being February 11th. He recommended that Council move forward with this at the January 24, 2023, meeting if everyone was on the same page.

The special meeting of Council adjourned at 6:57 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



**Monroe Council Minutes
Special Meeting
January 19, 2023
233 South Main Street, Monroe, Ohio**

Mayor Funk opened the special meeting of City Council at 6:00 p.m. on January 19, 2023. The meeting was held at 233 South Main Street, Monroe, Ohio.

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

Mrs. McElfresh moved to adjourn into executive session to consider the appointment of a public official; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Council adjourned into executive session at 6:02 p.m.

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

Council reconvened into special session at 9:33 p.m.

Mrs. McElfresh moved to appoint Michael Graves to fill the unexpired term on Council ending December 31, 2023; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.

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

The special meeting of Council adjourned at 9:35 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



**Monroe City Council Minutes
Special Meeting
January 21, 2023
1618 Deerfield Road, Lebanon, Ohio**

Mayor Funk opened the special meeting at 8:36 a.m. on January 21, 2023. The meeting was held at 1618 Deerfield Road, Lebanon, Ohio.

Present were: Keith Funk, Mayor; Christina McElfresh, Vice Mayor; Marc Bellapianta, Council Member; Kelly Clark, Council Member; Jason Frentzel, Council Member; Michael Graves, Council Member; Ben Wagner, Council Member; William J. Brock, City Manager; Kacey L. Waggaman, Assistant City Manager; Angela S. Wasson, Clerk of Council/Assistant to the City Manager; and Jennifer Teal, Facilitator.

Mrs. Teal explained the purpose of DiSC® Workplace Profiles and all present discussed the advantages and disadvantages they can face when working with those that have different DiSC® styles.

Council reviewed and discussed the Vision Statement “Monroe is a family friendly small town with quality amenities, well-maintained public services, and a connected and engaged community.”

While no changes to the Vision Statement were recommended, discussion surrounding the concept of a “small town” and what it means to each member of Council took place.

Council discussed the Strategic Priorities:

Well Managed Systems and Infrastructure

- Proactive management approach
- Asset/infrastructure management
- Staff resources
- Fiscal resources

No changes were made to this priority.

Strategic Growth and Development

- Strategic approach to maintaining a small town feel
- Development of a community hub
- Proactive and creative approach to development
- Focused collaboration with schools



Following discussion by Council, it was the consensus to be proactive with the schools and the success factor “Focused collaboration with schools” was changed to “Intentional collaboration with schools.”

Communication and Interpersonal Connection

- Dedicated communications resources
- Soliciting community input
- Community engagement

No changes were made to this priority. Council did agree they would like to be proactively included in the communication about community survey results.

Parks and Connectivity

- Creating a formal organizational structure and staffing for Parks and Recreation
- Growing Parks and Recreation programming
- Trails and connectivity

Council emphasized that connectivity includes sidewalks. No changes were made to this priority.

Mr. Brock referenced the listing of priorities provide to Council and requested that they submit any changes to him.

The special meeting of Council adjourned at 2:48 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



**Monroe Council Minutes
Regular Meeting
January 24, 2023 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Law Director Callahan administered the Oath of Office to Michael Graves as Council Member.

Roll Call

Council members present: Marc Bellapianta, Kelly Clark, Jason Frentzel, Keith Funk, Michael Graves, and Christina McElfresh.

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Public Involvement Committee Minutes of January 5, 2023; seconded by Mr. Frentzel. Voice vote. Motion carried.

Visitors

Chief Buchanan announced that the Monroe Police Department received a Certificate of Advanced Accreditation from the Commission on Accreditation for Law Enforcement Agencies (CALEA). Chief Buchanan then presented a commendation to Lieutenant Alicia Beacock for her role in managing the CALEA process.

Committee Reports

None.

Old Business

Ordinance No. 2022-33. An Ordinance rezoning real property containing approximately 21 acres, more or less, located at Roden Park Drive and Crossings Boulevard, and further described herein, from C-4 Gateway Commercial Planned Unit Development to R-4 Multi-Family Planned Unit Development pursuant to the recommendations of the Monroe Planning Commission authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and Park Place Development, LLC. (Second Reading – Tabled December 13, 2022)

Mrs. McElfresh moved to remove Ordinance No. 2022-33 from the table; seconded by Dr. Clark. Voice vote. Motion carried.



Mr. Brock reported that following a special meeting of Council with the developer/applicant that is the subject of Ordinance No. 2022-33, it was recommended that the Planned Unit Development Agreement be modified as follows:

- a. Change the year from 2022 to 2023
- b. Access from London Lane onto Crossings Boulevard shall be a right turn-out
- c. Access from Crossings Boulevard onto London Lane shall be a right turn-in
- d. Access on London Lane shall include a raised island design to restrict left turn-in and a left out turning movements at the intersection with Crossing Boulevard. The forced right turn-in and a right turn-out traffic calming island shall:
 1. Be constructed to allow a vehicle no larger than a single-unit box truck to pass through the intersection without encroaching upon the raised concrete island.
 2. Be constructed to City standards to allow fire trucks, emergency vehicles, school buses, and trash trucks to mount the island.
 3. Include proper traffic control markings and signage on both Crossings Boulevard and London Lane to prohibit left turn movements both in and out of London Lane.
 4. Be geometrically designed to sufficiently discourage motorists from attempting to turn left in and out of London Lane.
- e. “No Parking” signage shall be installed on Roden Park Drive and Crossings Boulevard in the tree lawn(s) fronting the Hyde Park at the Crossings subdivision
- f. Playground equipment shall be installed in each formal open space area where a pavilion is shown on the preliminary plan.
- g. All dwelling units shall consist of a minimum of 1,200 square feet of livable floor area, with a minimum one bedroom and two bathrooms, and a maximum of three bedroom and two bathrooms.
- h. All structures shall have asphalt roof shingles

Mrs. McElfresh moved to modify Ordinance No. 2022-33 by modifying the attached Planned Unit Development Agreement as presented and set forth in the January 24, 2023, Council packet; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.

Mrs. McElfresh moved to adopt Ordinance No. 2022-33 as modified; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Ordinance No. 2023-01. An Ordinance amending and supplementing Section 1203.05 of the Planning and Zoning Code to require a development agreement for major subdivisions, the recording of the development agreement with the final plat, and clarify when specific bonds are eligible for release. (Second Reading)

The Clerk of Council read Ordinance No. 2023-01 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2023-01; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.



Ordinance No. 2023-02. An Ordinance authorizing the City Manager to grant a temporary construction easement to Thorntons LLC for the relocation of the City's water and sewer line. (Second Reading)

The Clerk of Council read Ordinance No. 2023-02 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2023-02; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Ordinance No. 2023-03. An Ordinance amending and supplementing Sections 286.08 and 286.09 of the Codified Ordinances to update the fees set forth therein. (Second Reading)

The Clerk of Council read Ordinance No. 2023-03 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2023-03; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

New Business

Resolution No. 05-2023. A Resolution expressing Council's intent for the sale of personal property not needed for public use or is obsolete or unfit for the use for which it was acquired by internet auction.

Mr. Brock advised this legislation is adopted annually for the sale of personal property and any personal property valued at or above \$1,000 must first be declared surplus by Council.

The Clerk of Council read Resolution No. 05-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 05-2023; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

Resolution No. 06-2023. A Resolution authorizing the City Manager to designee to apply for any and all grant funds; provided that acceptance of any grant funds, including matching funds, must specifically be approved by Council.

Mr. Brock reported this is also an annual piece of legislation noting that some grants do require specific legislation approving the filing of certain grants.

The Clerk of Council read Resolution No. 06-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 06-2023; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.



Resolution No. 07-2023. A Resolution authorizing the City Manager to enter into a contract by and between the City of Monroe and Pavement Management Group to perform a pavement condition rating.

Mr. Brock stated the Public Works Committee supported proceeding with a pavement condition rating with the exception of the \$3,000 annual fee and that has been removed. Mr. Brock further stated this will help with setting the priorities within the 2024 budget process to build a priority for pavement replacement.

The Clerk of Council read Resolution No. 07-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 07-2023; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Resolution No. 08-2023. A Resolution authorizing the City Manager to apply for, accept and enter into a Grant Agreement by and between the City of Monroe and the Ohio Environmental Protection Agency Division of Drinking and Ground Waters for an equipment grant to purchase equipment to monitor pressure in the City's water system.

Mr. Burton reported the need for two pressure monitoring sensors for the west side of the water system since there is no water storage supporting this side of the system. This legislation, required by the Ohio Environmental Protection Agency, will allow for the application of a grant that will pay for both sensors needed.

The Clerk of Council read Resolution No. 08-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 08-2023; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.

Resolution No. 09-2023. A Resolution approving a Then-and-Now Certificate in the amount of \$7,500.00 to Deep Fiber Consulting LLC for design services.

Mr. Brock advised this expenditure is related to bringing fiber projects to the City and the 2022 purchase order was inadvertently closed. Mr. Brock explained that Then-and-Now Certificates are used when an invoice is received prior to a purchase order being opened. It simply means the funds for the invoice was available at the time it was received.

The Clerk of Council read Resolution No. 09-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 09-2023; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.

Consideration of Motion authorizing the expenditure of \$55,395.97 to Mobilcomm for the purchase of Station Alert Dispatching equipment to replace an existing system that is obsolete and will not interface with BRICS to allow for full utilization of services without formal bidding and advertising.



Mr. Brock informed Council that the dispatching equipment in both fire stations was purchased in the late 1990's and will not be compatible with Butler County's equipment when fire and EMS 9-1-1 calls are handled by Butler County.

Mrs. McElfresh moved to authorize the expenditure of \$55,395.97 to Mobilcomm for the purchase of Station Alert Dispatching equipment to replace an existing system that is obsolete and will not interface with BRICS to allow for full utilization of services without formal bidding and advertising; seconded by Mr. Graves. Voice vote. Motion carried.

Consideration of Motion authorizing the expenditure of \$26,273.88 to Stryker Medical for the purpose of a Power Pro 2 Cot to replace an existing unit that has met its life expectancy.

Mr. Brock commented that this motion will allow for the replacement of an electronic cot that has reached the end of its useful life.

Mrs. McElfresh moved to authorize the expenditure of \$26,273.88 to Stryker Medical for the purpose of a Power Pro 2 Cot to replace an existing unit that has met its life expectancy; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Administrative Reports

Mr. Brock asked Council to return the priority ratings to him by the end of the week.

Mr. Brock presented the idea of providing the Committees of Council with reports so the applicable committee can decide if they would like to meet on a subject matter prior to being brought to Council.

Mr. Brock requested that another Council member serve on the Steering Committee for the Comprehensive Plan. Mr. Bellapianta volunteered to serve on this Committee and there were no objections from Council.

Adjournment

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

The regular meeting of Council adjourned at 7:16 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

MAKING AGGREGATION WORK FOR YOU



Across Ohio, communities large and small are taking advantage of energy aggregation to save their citizens money while providing seamless, reliable energy. Energy Alliances was among the very first energy advisers to help governments realize this potential.

Aggregation is when a group of households and small businesses join together to form a single, larger customer that buys energy for its members, because a larger customer base can secure better pricing than members can get individually. Ohio's law allows for townships, cities and villages to form aggregated buying groups, with voter ballot approval, to purchase natural gas, electricity or both on behalf of its citizens.

Today we manage more than 60 governmental aggregation programs. Communities trust Energy Alliances, Inc. to manage their energy aggregation programs.

Energy Alliances begins by helping determine whether aggregation is right for your municipality. Using three decades of experience with governments large and small, urban, suburban and rural, we evaluate not only if but how your citizens can see cost benefits by adopting this valuable tool. If the decision is to move forward, we help put together a plan that is easy to understand so your citizens can make an informed decision.



And we do it all at no cost to you.

Once your citizens approve aggregation, we manage the certification process and help navigate the complexities of implementation in a way that is easy and painless. And if you have already implemented aggregation but need a more reliable partner, we'd be happy to discuss it with you.

Energy should be taken for granted by your citizens. Your utility company will make sure the lights come on and the furnaces are humming. Energy Alliances is here to make sure that your constituents enjoy price stability and savings while seeing virtually no changes in billing, service calls or any other aspect of their energy interaction with their utility company.

Our service doesn't end with successful implementation. Energy Alliances will continue to pass on knowledge, look for additional savings, answer questions and in general make you glad you chose aggregation for your energy needs and Energy Alliances as your adviser.

Find out how your citizens can benefit from aggregation by calling Energy Alliances today. Together, we can find hidden opportunities in your energy spend.



800.735.0359 | 513.794.5555
EnergyAlliances.com

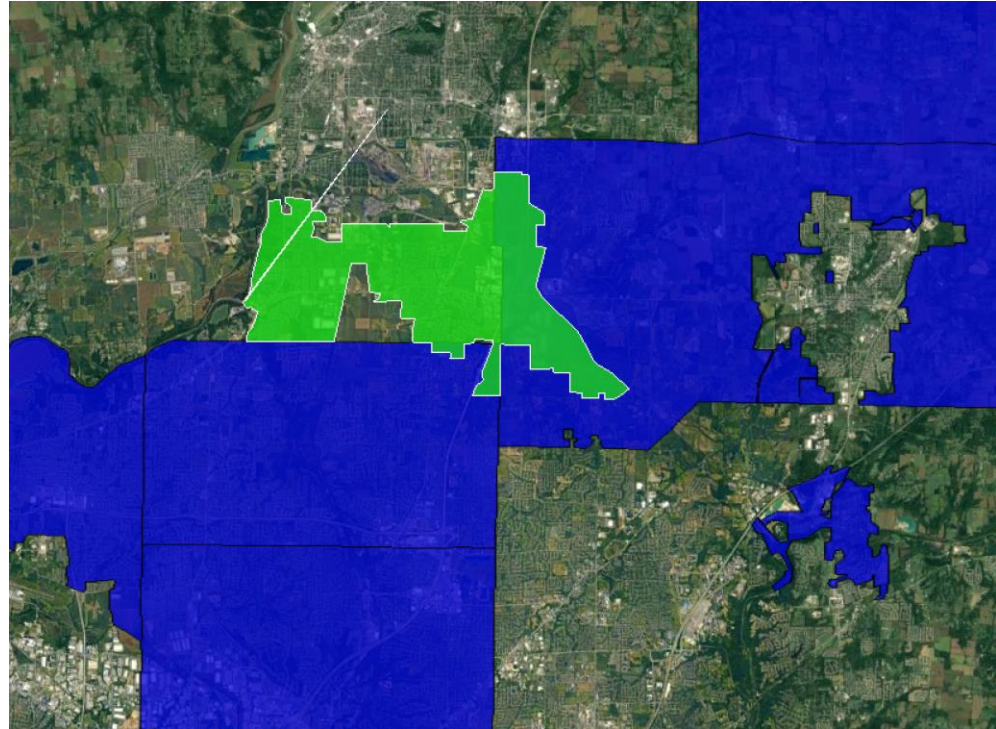
ENERGY ALLIANCES

**OHIO'S MOST TRUSTED
ENERGY ADVISER.**

City of Monroe
Energy Aggregation



City of Monroe - Neighboring Partners



Energy Alliances Communities

Anderson Township

Batavia Township

Beavercreek, City of

Blanchester, Village of

Clearcreek Township

Colerain Township

Crosby Township

Deer Park, City of

Delaware, City of

Delhi Township

Evendale, Village of

Fairfield Township (Butler)

Forest Park, City of

Golf Manor, Village of

Green Township

Hanover Township

Harrison, City of

Huber Heights, City of

Liberty Township

Lockland, Village of

Miami Township (Hamilton)

Miami Township (Clermont)

Moscow, Village of

Newtown, Village of

North Bend, Village of

Norwood, City of

Reading, City of

Ross Township

Ross Township

Springfield Township

Sycamore Township

Symmes Township

Turtlecreek Township

Union Township

West Chester Township

Whitewater Township

Williamsburg, Village of

Worthington, City of

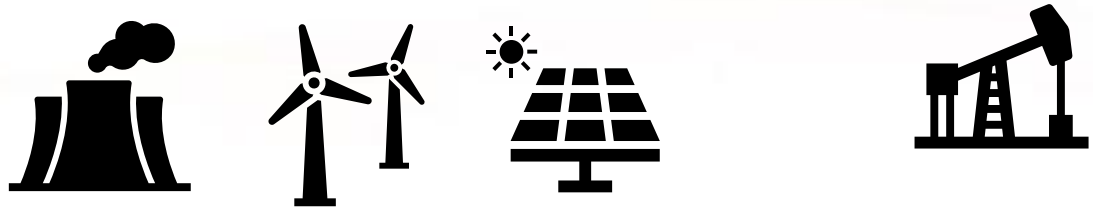
Wyoming, City of



Retail Energy Overview

Generators / Suppliers or Producers

Generate / Produce Energy



Local Utility

Distribute Energy



End Users

Consume Energy



Aggregation Overview

- **What is a Municipal Aggregation Program?**

A Municipal Aggregation allows communities to form a buying group on behalf of their citizens with the intent that a larger buying group may acquire better pricing and more favorable terms and conditions for the citizens than if they shop on their own.

- **Who Governs a Municipal Aggregation Program?**

The Public Utilities Commission of Ohio (PUCO) has developed strict guidelines for forming and running a Municipal Aggregation Program.

- **Who Can Create a Municipal Aggregation Program?**

Townships, Villages, Cities and Counties.

- **Over 400 Electric and 250 Natural Gas Certified Aggregators**



What Changes, Or Does Not Change?

- Duke Energy will continue to deliver electricity and natural gas
 - Manage Power / Natural Gas Outages
 - Handle Billing Questions
- Residents will continue to receive one bill from Duke with only one section of the bill changing to reflect the new supplier charges.
- Budget billing still available through Duke Energy

Who is NOT Eligible?

These Residents would NOT receive an opt-out letter...

- Those currently with another alternate supplier
- Those enrolled in the Percentage of Income Payment Plan (PIPP)
- Those that have previously opted out of the program

Energy Aggregation IS...

- Value add to Residents
- Simplifies Choice
 - Only 25% of electric accounts in community chose to shop on their own
- Option for residents to choose
- Price certainty vs. utility rates on fixed priced programs

Energy Aggregation IS NOT...

- Mandatory
 - Residents can opt out of program at no cost
- Always best option for all residents
 - Residents should understand price and terms and conditions
- Always better than future market offers
 - Should be very competitive at start of program

Aggregations: Beyond Price...

- Aggregation is about the entire value of the program
 - Gives residents a simpler energy solution including...
 - Price
 - Terms and Conditions
 - No Termination Fees
 - Enter or Leave the Program at anytime at no cost
 - Ability to provide additional Renewable Energy
- As market conditions and utility rates are always changing, aggregation brings price protection and stability to the residents

Why Energy Alliances?

Energy Alliances is a full-service consultant. Below are some of the services you will receive...

- Customer Service via Phone, Email and Chat!
- Ballot Issue Awareness
- Drafting/Submitting PUCO certification materials
- Administer RFP process for receiving aggregation bids
- Work with suppliers on..
 - Opt-Out materials
 - Reporting (i.e. enrollments / drops, customer inquiries)
 - Customer service related issues
- Quarterly Performance Reports



Final Thoughts

- Get certified!
 - Communities aren't "required" to offer program
 - Will be able to act quickly if market opportunity presents itself
- Reminder: Community controls the program
- Don't chase price alone
 - Commodity market always changing
 - Look for best value at start of program

Draft Timeline for Aggregation Program

- Submit aggregation issue(s) for ballot.
- Election Day
- 30 Days Post Election: Develop Plan of Operation and Governance(s)
- 60 – 90 Days Post Election:
 - Holds 2 public hearings (per commodity) to discuss/revise the Plan
 - Community Adopts the Plan of Operation and Governance
 - Aggregation application submitted to PUCO (30-day approval period)
- 3 – 4 Months Post Election: - Energy Alliances obtains bids & recommends a supplier
- 4 – 5 Months Post Election:
 - The supplier notifies eligible residents about the program and gives them 21 days to decide if they want to participate
 - At the end of the 21-day notification period, supplier submits enrollments, and the program goes into effect

RESOLUTION NO. 10-2023

A RESOLUTION AMENDING RESOLUTION NO. 55-2022 TO INCREASE THE BLANKET PURCHASE ORDER AMOUNT AUTHORIZED FOR TYLER TECHNOLOGIES TO \$79,500.

WHEREAS, pursuant to the City's Purchasing Policies and Procedures, Council is required to approve blanket purchase orders; and

WHEREAS, the approved blanket purchase orders were approved by Council prior to receiving the 2023 renewal amount for Tyler Technologies.

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

SECTION 1: Section 1 of Resolution No. 55-2022 is hereby amended to read as follows:

“SECTION 1: Council hereby approves the following blanket purchase orders for 2023:

Vendor	Amount Not to Exceed	Departments Affected
Public Entities Pool	\$125,000.00	All Departments
Tyler Technologies	\$ 79,500.00	Finance
Enterprise FM Trust	\$335,000.00	All Departments
Hurst Kelly	\$ 34,500.00	Finance
Clark Schaefer Hackett	\$ 26,950.00	Finance
Velecor	\$140,000.00	All Departments
National Inspection Corporation	\$400,000.00	Development
PRADCO	\$ 65,000.00	City Manager's Office”

SECTION 2: This measure shall take effect immediately upon passage pursuant to Section 7.08 of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 11-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE STATE OF OHIO ATTORNEY GENERAL FOR THE COLLECTION OF DELINQUENT INCOME TAX AND OTHER DEBT.

WHEREAS, utilization of the Ohio Attorney General's office for the collection of delinquent income tax collections provides a significant cost savings to the City.

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 State of Ohio Attorney General for the collection of delinquent income tax and other debt. The terms and conditions of said agreement are set forth in Exhibit "1" attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



DAVE YOST
OHIO ATTORNEY GENERAL

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

30 E Broad St, 14th Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

Exhibit "1" Res No. 11-2023

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

CITY OF MONROE, OHIO

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement")
is between the Ohio Attorney General (hereinafter "Attorney General") and

CITY OF MONROE, OHIO ("Political Subdivision"), collectively referenced
herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and **CITY OF MONROE, OHIO** of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit “B.”

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor’s payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter “AGI”) at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit “C” to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors’ obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 11% pursuant to O.R.C. § 109.08.

4.3 The Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. The Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 The Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. The Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be ten (10) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

_____,
Date

OHIO ATTORNEY GENERAL
DAVE YOST

By:

Lucas Ward
Section Chief

Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

CITY OF MONROE, OHIO

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.
- (f) Debt that results from a red light camera violation/citation.

**PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO
DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE**

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

Delinquent City of Monroe income taxes.

Restitution orders and orders to pay delinquent City of Monroe income taxes resulting from convictions in the Monroe Mayor's Court.

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

CITY OF MONROE, OHIO

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and
CITY OF MONROE, OHIO, executed by CITY OF MONROE CITY COUNCIL,
, on _____, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

_____, _____,
Date

_____, _____,
Date

_____, _____,
Date

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

_____, _____,
Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

CITY OF MONROE, OHIO

**EXHIBIT "C"
SERVICE LEVEL AGREEMENT**

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section ("AGO") and **CITY OF MONROE, OHIO** ("CLIENT"), collectively referenced herein as the "Parties". CLIENT authorizes and the Parties to this Service Level Agreement agree to the following **(if no line is checked, the Parties' agreement is indicated by asterisk, which is the default agreement):**

Attorney General Interest (AGI) AGO is granted the authority to add AGI to the amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement.

AGI X AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client.

If AGI is to be added AGO is granted the authority to waive AGI*
 CLIENT and AGO jointly waive AG Interest

Write Off Period: *Selection must be 10 years or less
 10 Years (insert number of years)

Either Party may terminate this Service Level Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination to the other Party, via e-mail, facsimile transmission, regular U.S. mail, certified mail or personal delivery to the other Party's signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

CITY OF MONROE, OHIO

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____ Date
Lucas Ward
Section Chief

DELINQUENT ACCOUNT INFORMATION

We have 2,449 delinquencies in our system. This is not the number of accounts that are delinquent, but rather the total number of delinquencies in the system. We have many accounts that have two or more tax years with a delinquent balance. The table below shows the amounts by tax year and breaks down the information by Tax Balance, Penalty and Interest (PI) balance, and Total Balance.

Any tax year listed in the chart that is before the tax year 2016 is on the list because the taxpayer had a payment plan on that balance. When a payment plan is signed, the ordinance statute is waived and can continue to be collected.

There are 195 accounts that we could send directly to the AGO based on the criteria amount established in our process of accounts with outstanding balances of \$1,500 or greater. This number of accounts does not include accounts who either live outside of Southwest Ohio or have defaulted on a payment plan that could also be sent directly to the AGO.

Year	Tax Balance	PI Balance	Total Balance
2007	1,318.54	1645.07	2,963.61
2008	3,322.44	3696.31	7,018.75
2009	4,872.53	2788.81	7,661.34
2010	2,921.43	1953.61	4,875.04
2011	8,221.13	6846.46	15,067.59
2012	8,931.43	9067.56	17,998.99
2013	14,901.71	10366.94	25,268.65
2014	19,778.18	13214.69	32,992.87
2015	32,442.34	19119.91	51,562.25
2016	226,685.77	93437.86	320,123.63
2017	85,750.34	39245.33	124,995.67
2018	90,303.37	20826.02	111,129.39
2019	73,398.18	15685.39	89,083.57
2020	86,305.86	11327.08	97,632.94
2021	74,882.36	16661.76	91,544.12
2449 Delinquencies	734,035.61	265,882.80	999,918.41

**** Assessments for tax year 2016 triggered the high tax and PI balances shown ****

Collections Process - DRAFT

1. Auditor processes taxpayer information
 - a. Balance due – Yes – start collections process
 - b. No balance due – refund issues or zero return
2. Balance due letter is sent to taxpayer along with copy of Monroe final return
3. Balance is paid in full – balance is settled
4. Balance is not paid in full and/or taxpayer does not qualify for/request a payment plan
 - a. Send Balance due statement – give taxpayer 30 days to pay or contact office
 - i. Balance paid in full – balance settled
 - ii. Balance not paid – start Mayors Court or AGO process*
5. Payment plan is requested by taxpayer
 - a. Auditor speaks with taxpayer about terms of plan and payment options
 - i. Plan is created per agreement with taxpayer
 - ii. Plan is monitored by auditor for compliance
 1. Plan is paid in full per agreement – balance settled
 2. Taxpayer defaults on agreement
 - a. PP is canceled and letter is sent for balance to be paid in full
 - i. Balance paid in full – balance settled
 - ii. Balance not paid – start Mayors Court or AGO process*

*Mayor's Court Collections

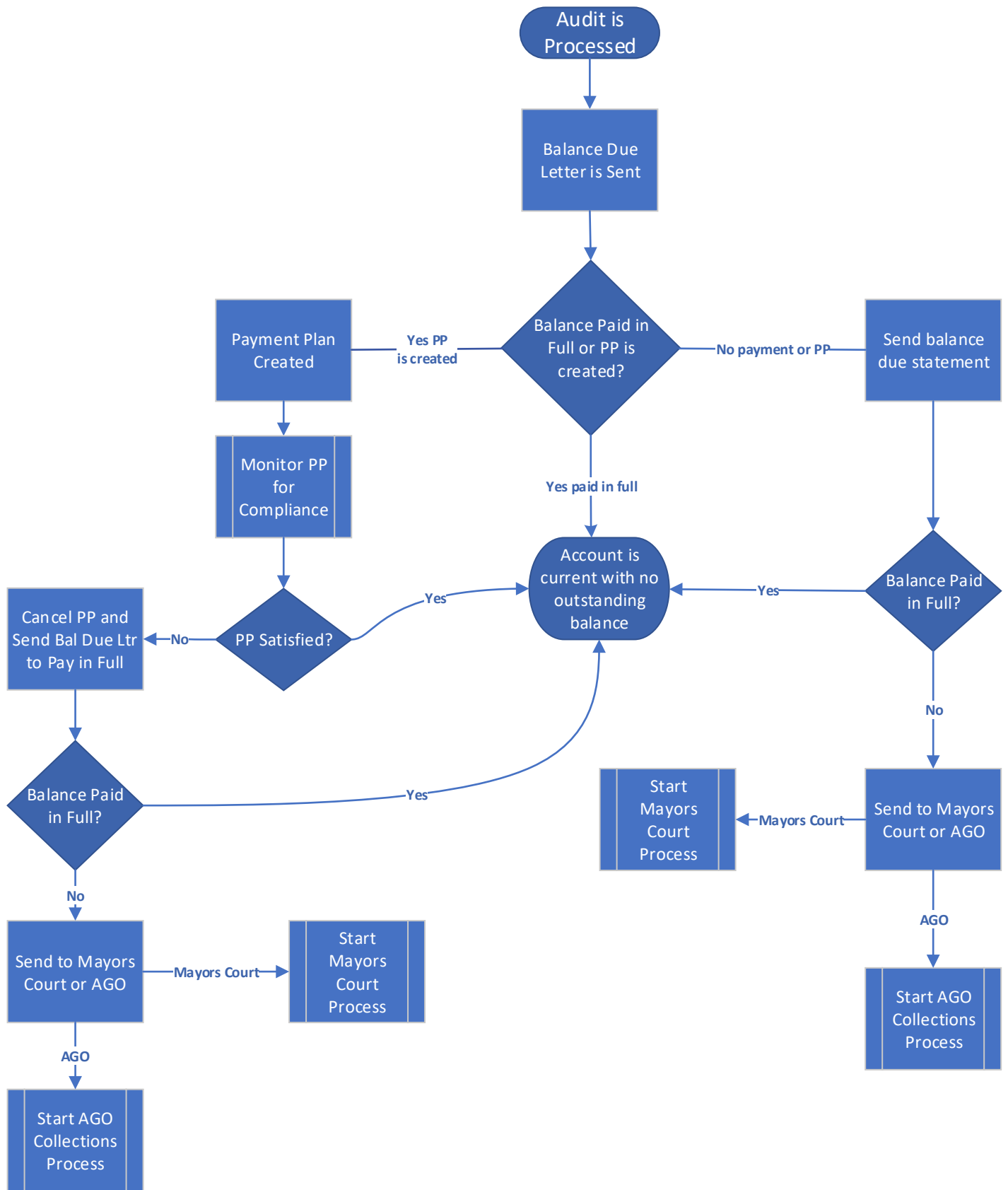
Delinquent accounts are sent to Mayor's Court for collections if the following applies:

- Amount is less than \$1,500.00
- Taxpayer lives in Southwest Ohio
- Taxpayer has **not** defaulted on a payment plan
- Taxpayer is current on filing taxes with the City
 - If taxpayer owes prior year tax filings – administrator will combine the delinquent amount with the non-filing compliance for the court

*Attorney General's Office Collections

Delinquent accounts are sent to AGO for collections if the following applies:

- Taxpayer lives outside of Southwest Ohio
- Amount is greater than AGO threshold (\$100)
- Taxpayer lives inside of Southwest Ohio and amount is \$1,500 or greater
- Taxpayer was already sent to Mayor's Court and defaulted on agreement to pay or was a "no show" for court
- Taxpayer has defaulted on a payment plan
- Taxpayer is **not** a minor





Local Government Debt Collection Business Rules

- Account Certification
 - Made by automated FTP (File Transfer Protocol) or Manual Excel template by the client.
 - The client will need to have internet access to certify accounts to the AGO (Attorney General's Office) and to access the ClientView and Compass software to monitor their payments and accounts.
 - All debt must be final with a minimum principal amount of \$100.00.
 - The AGO reserves the right to decline accounts based on volume, monetary amount or debt type
- Examples of Categories of Debt to be certified:
 - Statutory fees as assessed by a Political Subdivision
 - Civil and domestic court costs
 - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified
 - Municipal taxes, EMS debts, property damage, parking tickets
 - Debt must be declared final with no chance of appeal or not future changes to the amount of the debt sent to the Attorney General's for collection purposes
 - Debt from a school system must be as a result of a contractual agreement
- Examples of Categories of Debt NOT to be certified:
 - Debt that is against a juvenile
 - Debt against a presently incarcerated individual
 - Debt that is involved in a bankruptcy, rental, or foreclosure action
 - Debt from any type of utility
 - Debt resulting from code enforcement violations
 - Debt resulting from a red-light camera violation/citation

- Life of a Debt

- Debt will be worked by the AGO in-house local debt collectors up to 180 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collections calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 11% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 11% fee will be taken from each payment made on an account by the debtor.
- Accounts will then be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 365 days subsequent to the AGO collection efforts. The 365 days may be extended if the debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.
- External private attorneys (Special Counsel) will then be assigned to the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor.
- On any accounts where the debtor's drivers license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check, etc.) for payment for the debt. The AGO will then notify the client of the payment in full by the debtor.
- If social security number of the debtor are provided, the debt may also be subject to a possible state income tax refund capture and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.
- Local debt will not be combined with any state debt owed for collection purposes.
- The AGO collections process is drive by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.
- Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.
- The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.

- Archive or Write-off of Debt:

- Client may choose to write-off debt by their indication on their Service Level Agreement which must be 10 years or less.
- Accounts can also be closed and returned to client upon request.
- Payment Processing and Accounting Issues:
 - Collections payments to the client will be remitted weekly, via ACH.
 - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.
 - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight-day hold.
- Direct Payments:
 - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at the 888-871-8838 or pay by internet at www.OhioAttorneyGeneral.gov/business/pay. Payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General account number to ensure the payment is being posted to their account.
 - If on the rare occasion you inadvertently accept payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to our accounting section with the account number on it to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101.
 - Referring any debtor to us to make a payment helps us keep our records clean and auditable. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your offices has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.
- Reversals:
 - Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent payment.
 - When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you.

Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.

- However, you are able to identify the accounts that have a reversal by viewing your ClientView payment report. For example, a payment for an internet personal check will be indicated with the code IPC. A payment for an internet personal check that was reversed will be indicated with the code EIPC. (See Report Section below)
- Reporting
 - Compass software provides access to electronic reports, documents and scanned images related to your accounts both in PDF or TXT format.
 - Full debt inventory is available in Compass in reports generated monthly.
 - All clients will have access to ClientView software to view their account data and notes placed by collectors.

Please contact Jennifer Zap

Jennifer.Zap@ohioattorneygeneral.gov

Direct Dial: 330-884-7519

RESOLUTION NO. 12-2023

A RESOLUTION DECLARING OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENTS OF TEMPORARY ADVANCES MADE FOR EXPENDITURES FOR CAPITAL IMPROVEMENTS FOR THE MUNICIPAL PUBLIC WORKS FACILITY IN FISCAL YEAR 2023 TO BE MADE FROM SUBSEQUENT BORROWINGS.

WHEREAS, Treasury Regulation §1.150-2 (the “Reimbursement Regulations”), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the “Code”) prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of “bonds” under Section 150 of the Code (“Obligations”) used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed “spent” for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, this Council wishes to ensure compliance with the Reimbursement Regulations.

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

SECTION 1: Definitions. That the following definitions apply to the terms used herein:

“Allocation” means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to reimburse the City for such payments. “To allocate” means to make such an allocation.

“Capital Expenditure” means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

“Declaration of Official Intent” means a written declaration that the City intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

“Issuer” means either a governmental unit that is reasonably expected to issue Obligations or any governmental entity or 501(c)(3) organization that is reasonably expected to borrow funds from the actual issuer of the Obligations.

“Reimbursement” means the restoration to the City of money temporarily advanced from other funds, including moneys borrowed from other sources, of the City to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures.

“To reimburse” means to make such a restoration.

“Reimbursement Bonds” means Obligations that are issued to reimburse the City for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the City.

“Reimbursement Regulations” means Treasury Regulation §150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the City for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as “spent” for purposes of Sections 103 and 141 to 150 of the Code.

SECTION 2: Declaration of Official Intent.

(a) The Issuer declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the Issuer or other governmental issuer in the maximum principal amount, for such Reimbursements, of \$8,500,000; and

(b) The Capital Expenditures to be reimbursed are to be used for the construction of building improvements for use by the municipal public works department, including but not limited to land acquisition, design work, site preparation, construction, furnishing and equipping of the building and related costs;

SECTION 3: Reasonable Expectations. The Issuer does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

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

SECTION 5: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 13-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMUNICATIONS EQUIPMENT SITE LEASE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND DISH WIRELESS L.L.C. FOR THE PLACEMENT OF EQUIPMENT ON THE WATER TANK LOCATED AT 580 SOUTH MAIN STREET.

WHEREAS, DISH Wireless L.L.C. has requested and the City approves the collocation of wireless infrastructure on the City's water tank located at 580 South Main Street.

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 Communications Equipment Site Lease Agreement by and between the City of Monroe and Dish Wireless L.L.C. for the placement of equipment on the water tank located at 580 South Main Street. 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 its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Exhibit "1" Res No. 13-2023

SOUTH MAIN STREET WATER TOWER

COMMUNICATIONS EQUIPMENT SITE

LEASE AGREEMENT

BETWEEN

**THE CITY OF MONROE, OHIO, AN OHIO MUNICIPAL
CORPORATION**

AND

**DISH WIRELESS L.L.C.
A COLORADO LIMITED LIABILITY COMPANY**

1.	LEASED PREMISES.....	1
2.	USE.....	2
3.	TERM	3
3.1	Primary Term	3
3.2	Extended Term	3
4.	RENT	4
5.	ACCESS AND UTILITY EASEMENTS	5
6.	CONSTRUCTION, SCHEDULING AND DOCUMENTATION	5
7.	UTILITY COSTS	6
8.	HOLDING OVER.....	7
9.	NOTICE	7
10.	LIABILITY AND INDEMNITY	8
11.	TERMINATION	8
12.	DEFAULT	10
13.	TAXES	11
14.	INSURANCE/BONDING	11
15.	FIXTURES	12
16.	MEMORANDUM OF LEASE	12
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COMMUNICATIONS EQUIPMENT SITE LEASE AGREEMENT

THIS COMMUNICATIONS EQUIPMENT SITE LEASE AGREEMENT ("Lease or Agreement") is made and entered into this _____ day of _____, 2022, between the City of Monroe, Ohio, an Ohio Municipal Corporation ("Landlord"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Tenant").

WHEREAS, the execution of this Lease has been duly authorized by Ordinance No. _____ passed by the Council of the City of Monroe on _____, __, 2022

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

AGREEMENTS

1. LEASED PREMISES

1.1. Landlord is the owner of an approximately 11.96 acre tract of real property with an address of 580 S. Main Street in Monroe, Ohio 45050, upon which is located a combined water storage and distribution tank facility hereinafter known as the S. Main Street Water Tank (or "Water Tank"), all as more fully described in attached Exhibit A ("Landlord's Parcel"). The total acreage of the Landlord's Parcel is approximate for the purposes of this section of the Agreement only. For a more accurate and precise account of the acreage, please see Exhibit A and its attachments.

1.2. Landlord leases to Tenant, and Tenant leases from Landlord a portion of the outside surface of the Water Tank (the "Tower Space") and certain interior and/or exterior space at the Water Tank consisting of an approximately ten feet by fifteen feet (10' x 15') area (the "Equipment Space") (total of approximately one hundred fifty square feet (150 SF)), all as specifically described in attached Exhibit B (the Tower Space and Equipment Space are hereinafter known collectively as the "Leased Premises"). The total square footage of the Leased Premises is approximate for the purposes of this section of the Agreement only. For a more accurate and precise account of the Leased Premises, please see Exhibit B. Detailed drawings showing the portion of Tenant's occupancy of specific outside space on Landlord's Water Tank and the Tenant's occupancy of specific interior and/or exterior space at the Landlord's Water Tank are represented on Exhibit B as attached. Tenant's wireless communications facilities, equipment and antenna(e) deployed in/on the Leased Premises (the "Communications Equipment") shall be described with specificity and attached hereto as "Exhibit C-1 and Exhibit C-2." Landlord also grants to Tenant the use of a non-exclusive twenty foot (20') wide Access Easement and a non-exclusive twenty foot (20') wide Utility Easement, a non-exclusive eight foot (8) wide Utility Easement and a non-exclusive four foot (4) wide Antenna Cable Run Easement on, under and upon other portions of Landlord's Parcel. Such Easements are further described in Paragraph 5 of this Lease (and depicted on "Exhibit D" attached hereto). No collocated telecommunications equipment or sublease of space of any kind shall be permitted on the Leased Premises without

Landlord's express written consent in regard to such collocation and/or sublease, all as may be further described in Paragraph 17 herein.

2. USE

The Leased Premises will be used for the purpose of Tenant's installing, constructing, operating, maintaining, repairing, inspecting, and removing the equipment comprising Tenant's "Communications Equipment," as defined below. Such includes, but is not limited to, the following:

- Tenant's wireless communications equipment including telecommunications equipment consisting of base station(s), wireless communication equipment, antennas, remote radio heads, switch(es), power supply(ies), battery(ies), and accessories;
- Tenant's coaxial cable or other communication service lines (either underground or installed internally within the Leased Premises), mounting and grounding hardware; and
- All wires, cables, conduits and pipes running between and among Tenant's equipment and to all necessary electrical, telephone, fiber and other similar utility services located within Landlord's Parcel or upon the nearest right-of-way.

The above-described Communications Equipment and any equipment contained therein, and lines may be installed by Tenant or by any of Tenant's agents, contractors, or utility providers, if applicable. Tenant has the right to make alterations at its sole cost and expense to Tenant's Communications Equipment from time to time as Tenant determines to be necessary or desirable with the prior approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant further has the obligation, with Landlord's prior approval, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state, or local mandated application, including but not limited to, emergency 911 communication services.

Additionally, in connection with the foregoing, Tenant understands, acknowledges and agrees that Landlord's operation of the Water Tank, is an integral part of the regional water supply system. Tenant further understands, acknowledges and agrees that all construction and building plans for the Communications Equipment must be submitted for prior approval, in writing, to the Landlord, before commencement of any construction of the Communications Equipment or then subsequent modification, said approval not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, any exhibits originally attached hereto shall be deemed to be approved by Landlord.

Landlord reserves the right to inspect the Leased Premises (upon reasonable prior notice unless an emergency situation dictates otherwise), and to maintain Water Tank so long as Tenant's use of the Leased Premises and Tenant's operation of the Communications Equipment is not disturbed. Additionally, Tenant will post a sign, approved by Landlord's staff in accordance with Paragraph 21, stating an emergency telephone number for the purpose of contacting Tenant or Tenant's agents. Landlord understands and agrees that its right to inspect the Leased Premises does not apply to Tenant's equipment located within its Equipment Space unless Landlord first

notifies Tenant in writing of Landlord's reasonable reason for conducting such inspection, and Tenant or Tenant's representative is present at the time of any such inspection, which shall be conducted at a time that is mutually agreeable to the parties.

Tenant acknowledges that upon request Landlord may require all Communications Equipment attached to the exterior of the Water Tank to be appropriately painted to match the Water Tank.

Tenant shall maintain the Leased Premises including, but not limited to keeping the area clear of trash, debris, unused/obsolete equipment, and the like. Additionally, Tenant shall maintain and upkeep the Leased Premises in a manner and with a frequency that fully satisfies the reasonable requirements of Landlord. Landlord will maintain and repair the Landlord's Parcel, the Water Tank and access thereto, in keep such good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

Notwithstanding anything else that may be contained in this Agreement, Tenant understands, acknowledges and agrees that Tenant's use of the Leased Premises shall not interfere with the Landlord's use of the Water Tank as part of the Landlord's water distribution system on Landlord's Parcel. Tenant acknowledges that Tenant's use of the Leased Premises shall at all times be subordinate to Landlord's use of the Water Tank as a water distribution facility.

3. TERM

3.1 Primary Term

This Lease shall be effective as of the date of execution by both Parties, provided however that the primary term ("Primary Term") of this Lease will be for five (5) years, and will commence on the earlier of: 1) the first day of the month after the date which Tenant commences construction; or 2) the date which is six (6) months after the date this Agreement is signed by both Parties, (the "Commencement Date"), and will terminate on the fifth (5th) anniversary of the Commencement Date, unless extended or sooner terminated as provided for herein. Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date upon request by either party. Landlord and Tenant acknowledge and agree that the initial rental payment(s) shall not actually be sent by Tenant until thirty (30) days after a written acknowledgement confirming the Commencement Date.

3.2 Extended Term

Tenant is granted the option to extend the Term of this Lease for five (5) additional independent periods of five (5) years each (the "Extended Term(s)"), provided Tenant is not at the time of the exercise of each Extended Term in default under this Lease beyond any applicable grace or cure period. Each of Tenant's options to extend will be deemed automatically exercised without any action by either party unless (i) this Lease is otherwise terminated as may be provided for herein or (ii) Tenant provides written notice to Landlord of Tenant's decision not to exercise the next Extended Term option at least sixty (60) days prior to expiration of the then current term (Primary Term or Extended Term as the case may be).

4. RENT

4.1. Annual rent shall be in the amount of Twenty-Five Thousand Dollars and No Cents (US\$25,000.00) and shall be increased incrementally as provided below ("Rent"). Annual Rent shall be paid to Lessor on or in advance of each anniversary of the Commencement Date in annual installments, and the amount of each such successive annual payment shall be increased by Three percentage points (3.0%) over the previous year's annual payment.

4.2. All Annual Rent payments shall be paid to Landlord at the address provided in Paragraph 9 herein, or another person, firm or a place as Landlord may from time to time specify by providing Tenant with at least forty five (45) days advance written notice thereof.

4.3. In the event that any portion of the Annual Rent payments as required are not paid to Landlord within thirty (30) days after such payment is due, as required by and in accordance with the schedule described in 4.1 above, a monthly late charge of one percent (1%) of the unpaid and then past due balance shall be paid by Tenant for each month or any portion thereof for which payment is past due and has not been made. The terms of the immediately preceding sentence shall not preclude Landlord from exercising any additional rights it may be entitled to under this Lease.

4.4 Tenant understands and agrees that, as an additional condition of this Lease and as further partial consideration for Landlord entering into the Lease, Tenant shall be required to compensate Landlord for the reasonable costs associated with the Landlord's use of its preferred engineering, technical, architectural, legal and/or other technical service firms in providing assistance to Landlord in reviewing and negotiating the terms of this Lease. Tenant shall, within sixty (60) days after the date of full execution of this Lease, pay to Landlord a one-time sum of Five Thousand Dollars and No Cents (US\$5,000.00).

4.5 Landlord hereby agrees to provide to Tenant certain documentation (the "Rental Documentation") evidencing Landlord's interest in, and right to receive payments under, this Lease, including without limitation: (i) documentation, acceptable to Tenant in Tenant's reasonable discretion, evidencing Landlord's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Tenant, for any party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by Tenant in Tenant's reasonable discretion. From time to time during the Term of this Lease and within thirty (30) days of a written request from Tenant, Landlord agrees to provide updated Rental Documentation in a form reasonably acceptable to Tenant. The Rental Documentation shall be provided to Tenant in accordance with the provisions of and at the address given in Section 9. Delivery of Rental Documentation to Tenant shall be a prerequisite for the payment of any rent by Tenant and notwithstanding anything to the contrary herein, Tenant shall have no obligation to make any rental payments until Rental Documentation has been supplied to Tenant as provided herein. Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of Landlord shall provide to Tenant Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Lease and within thirty (30) days of a written request from Tenant, any assignee(s) or transferee(s) of Landlord agrees to provide updated Rental

Documentation in a form reasonably acceptable to Tenant. Delivery of Rental Documentation to Tenant by any assignee(s), transferee(s) or other successor(s) in interest of Landlord shall be a prerequisite for the payment of any rent by Tenant to such party and notwithstanding anything to the contrary herein, Tenant shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of Landlord until Rental Documentation has been supplied to Tenant as provided herein.

5. ACCESS AND UTILITY EASEMENTS

Landlord grants to Tenant, for use by Tenant, its employees, agents, contractors and utility companies, a non-exclusive approximately twenty foot (20') wide access easement, a non-exclusive eight foot (8) wide utility easement and a non-exclusive four foot (4) wide antenna cable run easement over Landlord's Parcel, as described in Exhibit "D" as well as the right to utilize Landlord's existing access easement to the nearest public right of way, South Main Street. This access easement may be used by Tenant and its employees, agents and contractors for ingress and egress to and from the Leased Premises and the Communications Equipment from and to the nearest public or private road on a twenty-four (24) hour, seven (7) day a week basis.

Landlord grants to Tenant, for use by Tenant, its employees, agents, contractors and utility companies, a non-exclusive approximately twenty foot (20') wide underground utility easement described in Exhibit "D" for the installation, operation and maintenance of necessary utilities for the Leased Premises and the Communications Equipment.

6. CONSTRUCTION, SCHEDULING AND DOCUMENTATION

No construction on the Leased Premises will be commenced without written approval from Landlord's representative or his/her successor or designee, not to be unreasonably withheld. To facilitate this approval, Tenant shall meet with Landlord's representative to develop a construction schedule and plan which will accommodate Landlord's use of the Water Tank as a water distribution facility. Landlord's prior written approval shall be required with respect to Tenant's site plan for the Leased Premises and Easements (including the location of all utilities) and the construction drawings for the Communications Equipment. Landlord shall, within ten (10) business days of receipt of said construction drawings, give such approval which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, any exhibits originally attached hereto shall be deemed to be approved by Landlord. Tenant shall be required to consult with and obtain the approval of Landlord's preferred engineering and/or technical services firm prior to the start of construction and following completion of construction at the Communications Equipment.

In the event that Tenant is changing the manner in which Tenant's equipment is attached to the Water Tank, Tenant shall, within sixty (60) days of receipt of a detailed invoice for and documentation for such costs, reimburse Landlord for the direct costs, charged by third party technical and engineering consultants to review the impact of Tenant's proposed changes on the use of the Water Tank as part of Landlord's water distribution system, provided such costs charged

by Landlord's selected consultants are commercially reasonable. In the event that Tenant is changing equipment that does not change the manner in which Tenant's equipment is attached to the Water Tank, Tenant shall provide Landlord with a preliminary structural analysis setting forth the impact of the loading of Tenant's proposed equipment changes. If Tenant's proposed equipment changes will result in an increase in the structural load of Tenant's equipment of greater than ten percent (10%) above the structural load of the initial equipment installed by Tenant under this Lease or within ten percent (10%) of the acceptable structural load of the Water Tank, Tenant shall, within sixty (60) days of receipt of a detailed invoice for and documentation of such costs, reimburse Landlord for the direct costs charged by Landlord's selected engineering firm to independently confirm that the structural load placed on the Water Tank by the proposed equipment will remain within acceptable safety standards for the loading capacity of the Water Tank provided such costs charged by Landlord's selected firm are commercially reasonable. Tenant shall make such reimbursement payment to Landlord within sixty (60) days after Landlord provides to Tenant an itemized invoice evidencing such costs.

It is understood that during construction or maintenance of the Communications Equipment, Tenant will utilize, or cause to be utilized, heavy trucks and equipment which may cause some damage to the Leased Premises and/or Landlord's Parcel. As such, it shall be the Tenant's sole responsibility to repair and/or replace, at Tenant's sole cost and expense and to Landlord's specifications and reasonable satisfaction, any and all damaged portions of Landlord's Parcel or Leased Premises. In the event that Tenant's construction or maintenance of the Communications Equipment causes material and/or substantially significant damage to concrete and/or asphalt surfaces on Landlord's Parcel, Landlord reserves the right to require Tenant to resurface and or repave such surfaces in their entirety rather than simply patch, treat or infill specific individual cuts, trenches or borings.

Further, upon Tenant's completion of construction and installation of its Communications Equipment, Tenant shall provide Landlord with "as built" drawings detailing any and all utility installations and/or modifications.

7. UTILITY COSTS

Tenant will be solely responsible for and promptly pay all charges for electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. Tenant will have its own separate utility lateral(s) and meter(s) installed on the Leased Premises for each utility Tenant uses, and the cost of such lateral(s) and meter(s) and installation, maintenance, and repair thereof and any other expense related thereto will be directly paid to the utility by Tenant. Tenant and Landlord shall always be separately invoiced for all utility services. Tenant may install or improve existing utilities servicing the Communications Equipment, and may install an electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Equipment. Tenant shall be solely responsible for and pay any and all costs, expenses or charges associated with the locating and/or relocating of utility or telecommunications services or equipment on the Landlord's Parcel that are required to serve Tenant on Leased Premises. In the event any public utility is unable to use the access or easement provided to Tenant, then the Landlord agrees, if possible and when mutually acceptable, to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

8. HOLDING OVER

If Tenant retains possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered pursuant to this Lease, without Landlord's prior written consent, Tenant shall become a Tenant on a month-to-month basis upon all terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Tenant will pay monthly rent in the amount that is equal to one-twelfth (1/12th) of the most recent Annual Rent multiplied by one hundred fifteen percent (115%). Tenant will continue occupying the Leased Premises from month-to-month until terminated by Landlord or Tenant by giving thirty (30) days prior written notice to the other.

9. NOTICE

All notices or demands are deemed to have been given or made when received via mail (U.S. Postal Service) or recognized national courier or delivered in person. Notices, if mailed, shall be sent by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail and addressed to the applicable party as follows:

Landlord:

City Manager
City of Monroe, Ohio
233 South Main Street
Monroe, Ohio 45050
(513) 539-7374
Facsimile: (513) 539-6460

With copy to-

Christopher L. Miller
Special Counsel for Landlord
Ice Miller, LLP.
250 West Street
Columbus, OH 43215
(614) 462-5033
Facsimile: (614) 224-3886
E-mail: Christopher.miller@icemiller.com

Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration/ CVCVG00358A
5701 South Santa Fe Drive
Littleton, Colorado 80120

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

10. LIABILITY AND INDEMNITY

Tenant agrees to indemnify, protect, defend (using counsel of Tenant's choice that is reasonably acceptable to Landlord's legal counsel) and save Landlord, its elected officials, officers, employees, agents or volunteers harmless from all claims (including reasonable costs and expenses of defending against such claims) arising from Tenant's breach of this Lease, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Leased Premises to the extent such claims were not caused by the negligent or intentional act or omissions of Landlord, its elected officials, officers, employees, agents or volunteers. Landlord shall promptly send Tenant notice of any claim for which indemnification is sought. Landlord shall not make any admission as to liability or agree to any settlement of or compromise any claim without Tenant's prior written consent. Unless required otherwise by law or contract, Landlord shall, at Tenant's request and expense, give Tenant all reasonable assistance in connection with negotiations and litigation. The provisions of this Paragraph will survive the termination of this Lease.

11. TERMINATION

11.1 In addition to the Parties' right to terminate this Lease pursuant to Paragraph 12 of this Lease, this Lease may be terminated at any time upon any of the following events:

11.1.1. By Tenant if (i) the approval of any agency, board, court, or any other governmental authority necessary for the construction and/or operation of the Communications Equipment cannot be obtained or is canceled, expires, lapses or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive, or (ii) Tenant determines that any soil boring tests or structural analysis is unsatisfactory;

11.1.2. By Tenant any time prior to the Commencement Date; or

11.1.3. By Tenant if, after the first five (5) years of the Primary Term, Tenant determines that the Leased Premises are not appropriate for locating the Communications Equipment for technological or for network economic and integration reasons, including, but not limited to, signal interference.

11.1.4 By Landlord if Tenant is subject to an action contemplated under Paragraph 30 herein.

11.1.5 By Landlord in accordance with Paragraph 11.4 or 11.5.

11.2. Tenant will give Landlord sixty (60) days written notice of termination of this Lease under the terms of Paragraphs 11.1.1, 11.1.2, and 11.1.3 above. Upon such termination, neither party will owe any further obligations to the other under this Lease except for the indemnities and hold harmless provisions in this Lease, the provisions of Paragraph 10 of this Lease and the provisions of Paragraph 11.3, Paragraph 14.2, and Paragraph 23 of this Lease. In the event Tenant terminates this Lease for the reasons set forth in Paragraphs 11.1.1, 11.1.2, or 11.1.3 above or

Landlord terminates this Lease for the reasons set forth in Paragraph 30 or Paragraph 12.1, Tenant shall pay Landlord a termination fee equal to six (6) months of annual Rent, at the then current rate, provided that if Tenant is denied an approval by an agency, board or other entity of Landlord such that Tenant is terminating this Lease under 11.1.1, Tenant shall not have to pay the termination fee.

11.3. Within ninety (90) days after any event of termination, expiration or abandonment of this Lease, Tenant, unless otherwise requested by Landlord within thirty (30) days after such event, shall remove all of the Communications Equipment from the Leased Premises and restore the Leased Premises to substantially the same condition it was in as of the Commencement Date of this Lease, as near as practicable (including if applicable the removal of concrete pads and footers to a depth of three feet (3') below grade level, and at Landlord's sole option and to Landlord's reasonable satisfaction, the removal of all underground utilities), normal wear and tear, and acts beyond Tenant's control excepted. Upon removal of Tenant's Communications Equipment from the Water Tank, Tenant shall be responsible for any cost or activity required to restore the Leased Premises and the Water Tank, reasonable wear and tear excepted, to Landlord's reasonable satisfaction. In the event Tenant does not remove the Communications Equipment and restore the Leased Premises in accordance with this Section, Landlord shall be entitled to recover from Tenant all actual and direct costs or expenses in removing and disposing of the Communications Equipment and restoring the Leased Premises. This obligation shall survive the termination of this Lease.

11.4. Should Landlord through the proper action of its City Council determine that the Leased Premises are necessary for public, health, safety and/or welfare purposes, Landlord may terminate this Lease. Any such termination for such limited purposes shall not occur during the Primary Term of the Lease, but will occur only during an Extended Term or subsequent holdover period. Upon any such termination for such limited purposes, Landlord will give Tenant three hundred and sixty-five (365) days advance written notice of the termination date, and Landlord will in good faith work with Tenant to find a suitable alternate site on Landlord's Parcel or on other real property owned by Landlord and determined suitable for such use by Landlord, to which Tenant could permanently relocate and continue operating its Communications Equipment under materially and substantially similar terms and conditions as this Agreement. If a suitable alternate site on Landlord's Parcel or on other real property owned by Landlord and determined suitable for such use by Landlord, is not agreed upon within the first three hundred (300) days of such notice period, Landlord agrees to work in good faith with Tenant and make available to Tenant a temporary location on Landlord's Parcel mutually agreeable to both parties, to install and operate temporary transmitting/receiving facilities, including a so-called "COW", or cell-on-wheels (or some materially similar arrangement) until a permanent location is agreed upon and the Communications Equipment is re-installed at such new location, but not to exceed twelve (12) months following the termination date selected by Landlord as described herein above. Upon termination without relocation, neither party will owe any further obligations under this Lease except for the indemnities and hold harmless provisions and the provisions of Paragraph 10, Paragraph 14.2 and Paragraph 23 of this Lease.

11.5 It is understood between the parties that Landlord's duty to maintain the Water Tank as water storage and distribution facility is paramount to the rights granted to Tenant herein.

As such, although it is not anticipated that Landlord's obligation to operate and maintain the Water Tank as a water storage and distribution facility would ever necessitate a temporary shutdown and/or permanent termination of the use of Tenant's Communications Equipment, in the unlikely and unforeseen occurrence of such an event, should Landlord determine in its sole discretion that a temporary shutdown and/or permanent termination of the use of Tenant's Communications Equipment is required, Tenant recognizes the Landlord's right to take such an action without further liability or obligation to Tenant. Notwithstanding anything contained herein to the contrary, in the event that Landlord exercises its right to take such action or otherwise in exercising its duty to maintain the Water Tank, Landlord shall use its best efforts to not interfere with the operation of Tenant's Communications Equipment.

12. DEFAULT

12.1. If Tenant fails to comply with any provision of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof sent by Landlord to Tenant, Landlord may, at its option, cure the failure of Tenant at Tenant's expense, or Landlord may terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Tenant's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Tenant will not be deemed to be in default under this Lease if Tenant commences curing such default within the thirty (30) day period aforesaid and thereafter diligently effects and concludes such cure within one hundred twenty (120) days of notice of the default.

12.2. If Landlord fails to comply with any provision of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof sent by Tenant to Landlord, Tenant may, at its option, cure the failure of Landlord at Landlord's expense, or Tenant may terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Landlord's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Landlord will not be deemed to be in default under this Lease if Landlord commences curing such default within the thirty (30) day period aforesaid and thereafter diligently effects such cure within one hundred twenty (120) days of notice of the default. If Landlord's failure to comply with any provision of this Lease is having a material adverse effect on Tenant's communications network, Tenant may elect to cure the failure within five (5) days after written notice thereof has been sent by Landlord to Tenant.

12.3. The rights and remedies of the parties as set forth in this Lease are not exclusive and the parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity.

12.4. No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease will operate as a waiver of any of the rights provided hereunder or by law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated.

13. TAXES

Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Landlord's Parcel which Landlord demonstrates is the result of Tenant's use of the Leased Premises and/or the installation, maintenance, and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Landlord's Parcel is located), including any increase in real estate taxes at Landlord's Parcel which Landlord demonstrates arises from the Tenant's improvements and/or Tenant's use of the Leased Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant on Landlord's Parcel. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Landlord's Parcel. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Landlord's Parcel or otherwise. Except as set forth in this Paragraph, Landlord shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Landlord's Parcel and shall do so prior to the imposition of any lien on the Landlord's Parcel. Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment.

14. INSURANCE and BONDING

14.1 Tenant shall, at its sole cost and expense, obtain and keep in force: i) Commercial General Liability insurance with limits not less than Five Million Dollars and No Cents (US\$5,000,000.00) for personal injury (including death) and for damage or destruction to property each occurrence; ii) Automobile Liability insurance on all owned, non-owned and hired automobiles with a minimum combined single limit of not less than Five Million Dollars and No Cents (US\$5,000,000.00) each accident; and iii) workers compensation insurance providing the statutory benefits and not less than One Million Dollars and No Cents (US\$1,000,000.00) of Employers Liability coverage each accident. Landlord shall be named as an additional insured as its interest may appear. Tenant shall deliver to Landlord, within sixty (60) days of execution of this Lease and annually thereafter upon request for the term of this Lease, satisfactory documentation and certificates evidencing the existence and amounts of such insurance. Tenant shall require all assignees, agents or subcontractors acting on Tenant's behalf on Landlord's parcel to maintain substantially the same coverages as described herein above as required of Tenant. Further such insurance shall, upon the request of the Landlord, be increased with the exercise of each Extended Term to an amount that adequately reflects any changes in economic conditions as mutually agreed upon by Landlord and Tenant.

14.2 Upon the date the Agreement is fully executed Tenant shall furnish and file with Landlord, a self-renewing on an annual basis and replenishing performance and payment bond in the amount of Fifty Thousand Dollars (US\$50,000.00). The Performance Bond shall be maintained for the duration of the Agreement, and for one (1) year after the termination of the Agreement, and

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be conditioned upon and insure the faithful performance by Tenant of all the terms and conditions of the Agreement and upon the further condition that, in the event Tenant fails to comply with the Agreement or any Law governing this Agreement, there shall be recoverable, jointly and severally, from the principal and the surety of the Performance Bond, any damage or loss suffered by the Landlord, including costs and damages incurred up to and including removal of the Communications Equipment and for the return of the Leased Premises to the condition existing prior to this Agreement, improvements as a result of such failure, plus costs and actual reasonable attorney's fees, up to the full amount of the Performance Bond. The company(s) providing and guaranteeing such Performance Bond must be licensed to provide such surety instruments and to do business in the State of Ohio. The rights reserved to Tenant with respect to the Bonds are in addition to all other rights Tenant may have under the Agreement or any other Law. The form of the Bond shall be subject to the approval of Tenant's designated legal counsel and shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be cancelled, reduced, diminished, or failed to be renewed without the consent of Tenant until sixty (60) days after the receipt by Tenant via registered mail, return receipt requested, of a written notice of such intent to cancel, reduce, diminish or not renew." Further such bond shall, upon the request of the Landlord, be increased with the exercise of each Extended Term to an amount that adequately reflects any changes in economic conditions as mutually agreed upon by Landlord and Tenant.

15. FIXTURES

Landlord covenants and agrees that no part of the improvements, other than Landlord's field lighting installed, constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord, will be or become, or be considered as being, affixed to or a part of Landlord's Parcel; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of Landlord to covenant and agree hereby that all personal property and improvements of every kind and nature, installed, constructed, erected, or placed by Tenant on the Leased Premises, or other real property owned or leased by Landlord, will, subject to Paragraph 23 herein, be and remain the property of Tenant despite any default or termination of this Lease and may be removed by Tenant at any time at Tenant's discretion provided that Tenant at its expense restores the Leased Premises pursuant to Paragraph 11.3.

16. MEMORANDUM OF LEASE

After preparation of the legal description of the Leased Premises, Access Easement and Utility Easement, each party, at the request of the other, will sign a Memorandum of Lease and Easements. Tenant, at its sole expense, may record the Memorandum of Lease and Easements in the land records of the recording office(s) reasonable for notice purposes.

17. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall have the right to assign its rights under this Lease only upon prior written notice to and with the consent of Landlord, which shall not be unreasonably withheld. Notwithstanding any of the foregoing, Tenant may without consent of Landlord, but with written notice to Landlord (unless such prior notice is prohibited by applicable law, including applicable securities law), assign this Lease in its entirety to any principal, affiliates, subsidiaries of its

principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. In no event shall Tenant have the right to sublet, through collocation or otherwise, any portion of the Leased Premises to third parties or others. Any assignment by Tenant shall not be considered a novation by Tenant unless expressly agreed to in writing by Landlord.

18. PERMITS

Landlord acknowledges that Tenant will be contacting the appropriate local governmental agencies for the purposes of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively "Permits") necessary for the installation, construction, operation and maintenance of the Communication Facility. Landlord agrees to reasonably cooperate with Tenant in applying for such Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may reasonably be required in connection with the Permits.

19. DEBT SECURITY

Tenant may not, without Landlord's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any or all instruments for the purpose of securing bona fide indebtedness to any or all of Tenant's interest in this Lease, any part thereof, and any and all of Tenant's right, title, and interest in and to any and all of the Communications Equipment. If reasonable in Landlord's sole opinion and as may be allowed by Law, Landlord shall promptly on Tenant's or Tenant's lender's request, shall assist in facilitating the execution and delivery of, all documents requested by any of Tenant's lender(s) including but not limited to: waivers of Landlord's right to levy or distrain upon for any rent any of Tenant's property given as security for a debt; consents to giving notice to Tenant's lender(s) in the event of Tenant's default under the provisions of this Lease; consent to Tenant's assignment to any lender(s) of any and all Tenant's interest in or to this Lease and the Communications Equipment; and consent non-disturbance agreements from Tenant's lenders.

20. ENVIRONMENTAL MATTERS

20.1. "Environmental Laws" shall mean all federal, state, or local laws relating to pollution or protection of human health or the environment, including, without any limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., and laws relating to emissions, discharges, releases or threatened releases of any Hazardous Material into the environment (including without limitation ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials and any and all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.

20.2. "Hazardous Materials" shall mean any pollutant, contaminant, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PCBs, petroleum products (including crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas) or any other substance defined as a hazardous substance, "extremely hazardous waste", "a restricted hazardous waste", "hazardous material", "hazardous chemical", "hazardous waste", "regulated substance", "a toxic chemical", "a toxic substance", or other similar term in any Environmental Law.

20.3. Landlord warrants and represents that Landlord's Parcel, the Leased Premises, the Access Easement, Utility Easement, and any other easement affecting the Premises, together with improvements thereon, are, to the best of its knowledge, free of Hazardous Materials. Landlord shall be responsible for all obligations of compliance with all Environmental Laws, except to the extent that any failure to comply with a requirement is caused by the activities of Tenant.

20.4. Tenant shall meet all applicable Federal Communications Commission ("FCC") standards which currently exist or as may be modified during the Primary Term or any Extended Terms of this Lease. Failure to comply with all such FCC standards will enable Landlord to terminate this Lease pursuant to the provisions of Paragraph 12 of this Lease.

20.5. Tenant, in conducting its activities pursuant to this Lease will comply with all Environmental Laws. Tenant shall hold Landlord harmless and indemnify Landlord from and assume all duties, responsibility and liability, at Tenant's sole cost and expense (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results from any (i) failure by Tenant to comply with any applicable Environmental Laws except to the extent that any such non-compliance is caused by Landlord, its elected officials, officers, employees, agents, or volunteers; and (ii) environmental or industrial hygiene conditions to the extent resulting from the activities of Tenant. Tenant shall not be responsible for any existing environmental conditions, including any contamination, which existed prior to the date of this Lease or to any environmental conditions or contamination to the extent not caused by Tenant or those acting on its behalf.

20.6. Notwithstanding anything to the contrary contained in this Lease, in the event the Premises become contaminated with or by Hazardous Materials not due to Tenant's activities or operations on Landlord's Parcel, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

21. SIGNAGE

Tenant shall not place any signs or other notices on the Leased Premises without Landlord's prior review and written approval unless such signage is required by a governmental or regulatory entity with the appropriate authority require Tenant to post signs or other notices on the Leased Premises. If Tenant is so required, Tenant shall comply with such requirements and shall provide Landlord of written evidence of such requirement upon request.

22. TITLE

Landlord represents and warrants to Tenant that Landlord, to the best of its knowledge, has good and marketable title to Landlord's Parcel, including the Leased Premises, the Access Easement and the Utility Easement, free and clear of all liens, encumbrances and exceptions, of duration and quality equal to that conveyed to Tenant by this Lease. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities.

23. CONDEMNATION/ABANDONMENT

If any governmental, public body or other condemning authority takes, or if Landlord transfers in lieu of such taking, all or part of the Leased Premises, Access Easement or Utility Easement thereby making it physically or financially infeasible for the Leased Premises to be used in the manner intended by Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. If only a portion of the Leased Premises, Access Easement or Utility Easement is taken, and Tenant does not elect to terminate this Lease under this provision, then this Lease shall continue but rental payments provided under this Lease shall abate proportionately as to the portion taken which is not then usable by Tenant, and Landlord may, in its sole discretion, choose to make all reasonable and necessary repairs and alterations to restore the portion of the Leased Premises, Access Easement and Utility Easement remaining to as near their former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation or transfer).

In the event of any condemnation, taking or conveyance in lieu thereof which results in a termination of this Lease, Landlord will not be entitled to that portion, if any, of an award made to or for the benefit of Tenant for loss of Tenant's business or depreciation, the cost of removal of Tenant's trade fixtures and equipment or the value of any unexpired term of this Lease.

In the event the Communications Equipment is abandoned, otherwise left inoperative by Tenant, or if this Lease is terminated or terminated due to a default, Tenant shall remove all of the Communications Equipment as required by Paragraph 11.3 herein.

24. QUIET ENJOYMENT

Landlord covenants that Tenant, upon payment of the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Leased Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any person(s) or entity(ies) claiming under Landlord. Tenant agrees to grant Landlord reasonable access to the Leased Premises, Access Easement and Utility Easement to maintain and repair Water Tank.

25. CONTINGENCIES

Notwithstanding anything contained herein to the contrary, and in addition to and not in limitation of Tenant's other rights hereunder, it is expressly agreed that Tenant's obligations and rights under this Lease are conditioned upon:

25.1 Tenant's satisfaction with the status of title to the Leased Premises and, at Tenant's option, Tenant's receipt of a leasehold title insurance policy insuring its leasehold interest in the Leased Premises, in form and substance satisfactory to Tenant; and

25.2 Tenant's satisfaction, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility; Tenant's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Tenant to use and operate the Communications Equipment on the Leased Premises.

25.3 Tenant is hereby given the right of survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises are suitable for Tenant's use intended by this Lease.

25.4 Tenant shall perform all the repairs, maintenance, and upkeep necessary to satisfy the conditions of this Lease and the reasonable requirements of Landlord. Landlord may upon written request demand that Tenant perform reasonable repairs, maintenance, and upkeep activities on the Leased Premises. Should Tenant fail to respond to a request to maintain, repair, or upkeep to the reasonable satisfaction of Landlord within thirty (30) days after Tenant's receipt of written notice, Landlord shall be entitled to immediately exercise the enforcement provisions of Paragraph 12.

26. INTERFERENCE

26.1 During the term of this Lease, Landlord may grant a lease, license, easement, transfer, or convey any other interest in Landlord's Parcel (exclusive of the Leased Premises) or the Access and Utility Easements, or any other property owned by Landlord contiguous to Landlord's Parcel upon which the Leased Premises are located, provided that such grant would not adversely affect or interfere with Tenant's equipment or the operation of Tenant's Communication Facility. If Landlord negotiates to grant a lease, license, easement, transfer, or convey any other interests to another entity for the purpose of installing and/or operating a communications facility, Landlord will only enter into an agreement with that additional entity if there will not be any actual adverse effect or interference with Tenant's Communications Equipment or the operations thereof. During the course of negotiations with any new entity, said new entity shall be required to submit a copy of their engineering drawings and frequency plans to Landlord and all tenants having communications facilities on Landlord's Parcel and are engaged in the communications business. Tenant shall, within fifteen (15) business days of receipt of said engineering drawings and frequency plans, respond to Landlord and the new entity identifying any and all adverse effects or interference that the new entity's proposed Communications Equipment may cause. Failure to respond within fifteen (15) business days shall be deemed conclusive evidence that no adverse effects or interference will exist. Landlord reserves the right to consult an independent engineering authority for certification and verification that there may or may not be any actual adverse effects or interference with Tenant's Communications Equipment or the operation thereof, at Landlord's sole expense. However, if such independent engineering authority concludes that another entity that proposes to install and/or operate communications facilities on Landlord's Parcel will not interfere with Tenant's Communications Equipment or the operation

thereof, Tenant will reimburse Landlord for the costs incurred by Landlord in connection with such consultation or study within thirty (30) days after Landlord's presentation of an invoice therefor to Tenant.

26.2 Tenant agrees that it shall not knowingly use or knowingly permit its Communications Equipment to create measurable and harmful interference with equipment Landlord uses on Landlord's Parcel for purpose of promoting the health, safety or general welfare of the community and Tenant will use all reasonable efforts to cause any such interference to cease within forty-eight (48) hours after receipt of notice of interference from Landlord. If after receipt of notice of interference, and after timely completion of an investigation by a person competent by education and training to determine sources and causes of signal interference, the investigator concludes that Tenant's transmission signal or equipment is the source of such interference, Tenant shall immediately reduce its transmission power output at the antennas in the sector or sectors that are determined to be the source of the interference, to a level where Tenant's signal no longer generates harmful interference with the affected antenna or communications equipment operations. After Tenant remedies the signal interference to Landlord's reasonable satisfaction, Tenant may restore its transmissions to full operating power. Notwithstanding the foregoing, the power reduction requirements recited in this paragraph shall not apply to the extent another party fails to cooperate with Tenant's investigation into the source or cause of the interference (if such cooperation is required); neither shall the transmission power reduction requirement apply if the source of the interference is found to be attributable to a defect in the manufacture, maintenance, or repair of the equipment experiencing the interference, or if the equipment experiencing the interference is required to accept such interference as a matter of law. If investigation establishes that Tenant's equipment is the cause of the interference, and if Tenant does not timely make good faith efforts to cure the interference, then Landlord will have the right, in addition to any other rights that it may have at law or in equity to attempt to enjoin such interference or to terminate this Agreement in for purpose of promoting the health, safety or general welfare of the community in accordance with Paragraph 11.4. Further and in addition to any other remedy provided herein, should Tenant fail to cure interference created by its Communications Equipment on the Leased Premises that Landlord reasonably believes subjects Landlord's operation of the Water Tank as a water storage and distribution facility to unreasonable risks or otherwise creates a hazard injurious or detrimental to the public health, safety or welfare of the residents of the City of Monroe, then Tenant shall upon receipt of Landlord's written request, immediately suspend its operation of the Communications Equipment causing such interference until such time as the parties mutually agree that the condition creating such situation has been resolved.

26.3 Landlord will not knowingly use, nor will Landlord knowingly permit its employees, tenants, licensees, invitees or agents to use, any portion of the Landlord's Parcel in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will use all reasonable efforts to cause any such interference to cease within forty-eight (48) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then Tenant will have the right, in addition to any other rights that it may have at law or in equity to attempt to enjoin such interference or to terminate this Agreement upon notice to Landlord.

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26.4 Where there are existing radio frequency user(s) on Landlord's Parcel, the Landlord will provide Tenant with a list of all known existing radio frequency user(s) on Landlord's Parcel to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Communication Facility will not materially interfere with existing radio frequency user(s) on Landlord's Parcel so disclosed by Landlord, or radio frequency users previously approved by Tenant, as long as such radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

27. ITEMS TO BE DELIVERED TO TENANT

Within ten (10) days following the last date of execution of this Lease, Landlord shall, to the extent available, deliver to Tenant an accurate copy of all engineering reports, environmental audits, surveys, plats, plans, blueprints and other drawings relating to Landlord's Parcel and Leased Premises.

28. COMPLIANCE

Landlord represents and warrants that to the best of its knowledge all operations conducted by Landlord in connection with Landlord's Parcel meet all applicable state, federal, county and local statutes, codes, and regulations. Landlord agrees that it will conduct its operations in the future in accordance with all such statutes, codes and regulations. Landlord shall maintain Landlord's Parcel and the Water Tank in compliance with all applicable law, including, but not limited to, all rules and regulations enforced by the Federal Communications Commission with regard to the lighting and marking of water towers. Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering Landlord's Parcel in order for Tenant to construct, operate, maintain or access the Communications Equipment.

During the term of this Lease, Tenant will comply with all applicable laws relating to Tenant's use of the Leased Premises. Tenant will not commit or allow to be committed any waste on the Leased Premises or any nuisance.

29. LIENS

Tenant shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and shall indemnify, defend and hold Landlord harmless from all claims, costs and liabilities, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed on the Leased Premises to be released of record by payment or posting of a proper bond within thirty (30) days after written request by Landlord.

30. FORECLOSURE AND RECEIVERSHIP

30.1 Upon the filing of any voluntary or involuntary petition under the Bankruptcy Code by or against Tenant or any action for foreclosure or other judicial sale of Tenant and/or Communication Facilities located on the Leased Premises, Tenant shall so notify Landlord within a reasonable time.

30.2 Upon notice by Tenant, in accordance with 30.1 above (or thirty (30) days following such filing or action by or against Tenant, whichever comes first), Landlord shall have the right to terminate, pursuant to the provisions of Paragraph 11.1.3, leasehold interest, subject to any applicable provisions of Law, including the Bankruptcy Code, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Tenant, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days or unless:

30.2.1 Within one hundred and twenty (120) days after election or appointment, such receiver or trustee shall have fully agreed to comply with all the requirements and obligations of this Lease and remedied all defaults hereunder; and

30.2.2 Said receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement, duly approved by a court having jurisdiction over the Tenant and/or Communications Facilities, whereby such receiver or his trustee assumes and agrees to be bound by each and every provision of this Lease.

31. CASUALTY

Landlord will provide notice to Tenant of any casualty affecting Landlord's Parcel within forty-eight (48) hours of the casualty. If the casualty materially impairs or prohibits Tenant's use of the Leased Premises, Rent shall abate on a pro rata basis in proportion to the degree to which Tenant's use is materially impaired or prohibited. If any part of the Communications Equipment or Landlord's Parcel is damaged by fire or other casualty so as to render the Leased Premises unsuitable, in either Landlord's or Tenant's sole determination, then the either party may terminate this Agreement by providing written notice to the non-terminating party, which termination will be effective as of the date of such damage or destruction and must be provided within ninety (90) days of the casualty. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent by Landlord on a prorata basis minus any amounts that Tenant may otherwise receive as insurance proceeds as compensation for the loss of such prepaid Rent to Landlord. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Leased Premises, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities and/or attempt to facilitate a new location for Tenant on the Landlord's Parcel in accordance with the provisions of Paragraph 11.4, with no increase in Rent (other than annual escalators), until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Leased Premises is completed.

32. WAIVER OF LANDLORD'S LIENS

Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real

or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

33. ENTIRE LEASE AND BINDING EFFECT

This Lease with its exhibits constitutes the entire agreement between Landlord and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

34. GOVERNING LAW

This Lease shall be construed and governed in accordance with the laws of the State of Ohio. Any dispute arising hereunder shall be litigated in the appropriate courts with jurisdiction over Butler County, Ohio.

35. NON-BINDING UNTIL FULLY EXECUTED

This Lease is not and shall not be binding on either party until and unless it is fully executed by both parties.

36. COUNTERPARTS

This Lease may be executed in two or more replicate counterparts, each of which shall be deemed an original.

37. AMENDMENT/WAIVER

This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

38. ESTOPPEL

Either party will, at any time upon thirty (30) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder,

or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

39. NO ELECTRONIC SIGNATURE/NO OPTION

The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

40. SEVERABILITY

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

41. MAINTENANCE

Should Landlord determine that, maintenance needs to be conducted or repairs need to be performed, on/to the Water Tank for public, health, safety and/or welfare purposes, Tenant shall temporarily modify, move or relocate its Communications Equipment (within the Leased Premises or onto other portions of Landlord's Parcel if at all possible) as may be required by Landlord, all at Tenant's sole expense. Any maintenance or repairs (excepting those of a force majeure or other emergency nature) required by Landlord that would necessitate such temporary modification, movement or relocation of Tenant's Communications Equipment shall require Landlord to give Tenant at least one hundred and eighty (180) days advance written notice of such anticipated maintenance and/or repair date. In circumstances where Tenant cannot simply modify its Communications Equipment in order to accommodate Landlord's need to conduct such maintenance and/or repairs, Landlord will in good faith work with Tenant to find a suitable alternate site on the Leased Premises and/or Landlord's Parcel to which Tenant could temporarily move or relocate its Communications Equipment or other temporary operating equipment necessary for Tenant to reasonably conduct wireless communications operations on Landlord's Parcel. The parties understand and agree that such a need for temporary Communications Equipment may require Tenant to install and operate various types of temporary transmitting/receiving facilities, including but not limited to: a so-called, or install and operate a "COW", or cell-on-wheels (or some materially similar arrangement), a temporary lattice or monopole antenna, ballast antenna, or similar. Landlord shall provide Tenant notice as soon as practicable upon completion of Landlord's maintenance and repair work and Tenant will be entitled to re-install its equipment upon the Water Tank or elsewhere within the Lease Premises in the same location and in the same manner as before the relocation.

**[SIGNATURE PAGE TO IMMEDIATELY FOLLOW, REST OF PAGE LEFT
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IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

LANDLORD

TENANT

City of Monroe, Ohio,
An Ohio Municipal Corporation

DISH Wireless L.L.C.,
a Colorado limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City of Monroe - City Attorney

Witnessed:

By: _____

Witnessed:

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

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LANDLORD:

STATE OF OHIO

COUNTY OF BUTLER

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

TENANT:

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____ on behalf of the corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, (SEAL)

My commission expires:

[REST OF PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT A

DESCRIPTION OF LANDLORD'S PARCEL

To the Agreement dated _____, 2022, by and between the City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and DISH Wireless L.L.C., a Colorado limited liability company, as Tenant.

The Landlord's Parcel is described and/or depicted as follows:

Situated in Section 17, Town 3, Range 3, City of Monroe, Butler County, Ohio and being part of Lot 373 as said lot is known and designated on the recorded plats of the City of Monroe and being more particularly described as follows:

Beginning at the southeast corner of Lot 373, said point being the southeast corner of Section 17;

thence along the east line of said lot and section, N02°09'25"E a distance of 1227.54 feet to a 1" iron pin set at the True Point of Beginning;

thence along a new division line in said lot, N32°08'00"W a distance of 1265.71 feet to a 1" iron pin set in the north line of Lot 373;

thence along said north line, S87°08'00"E a distance of 713.14 feet to a railroad spike found in the top of a fence post at the northeast corner of said lot;

thence along the east line of said lot and the east line of Section 17, S2°09'25"W a distance of 1036.89 feet to the Point of Beginning, containing 8.487 acres more or less and being subject to easements, restrictions, and rights-of-way of record.

Deed Reference: O.R. 5339 Pg. 031

Bearing Reference: Bearings are based on the south line of Mound Cemetery as per survey recorded in Volume 22, Page 151 of the Butler County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 32 Page 141 of the Butler County Engineers Record of Land Surveys.

AND

Lot Number 383, City of Monroe, Butler County, Ohio, being all of that land which goes to make up The Mound Cemetery, located in the City of Monroe, Butler County, Ohio, subject to any restrictions, easements, reservations, or encumbrances, of record, including the reservations contained in a certain deed recorded in deed book 349 at page 360 of the Deed Records of Butler County, Ohio.

Situated in Butler County, City of Monroe, State of Ohio, and being

Parcel ID: C1800008000047

Address: 580 South Main Street, Monroe, Ohio 45050

Prior
References:

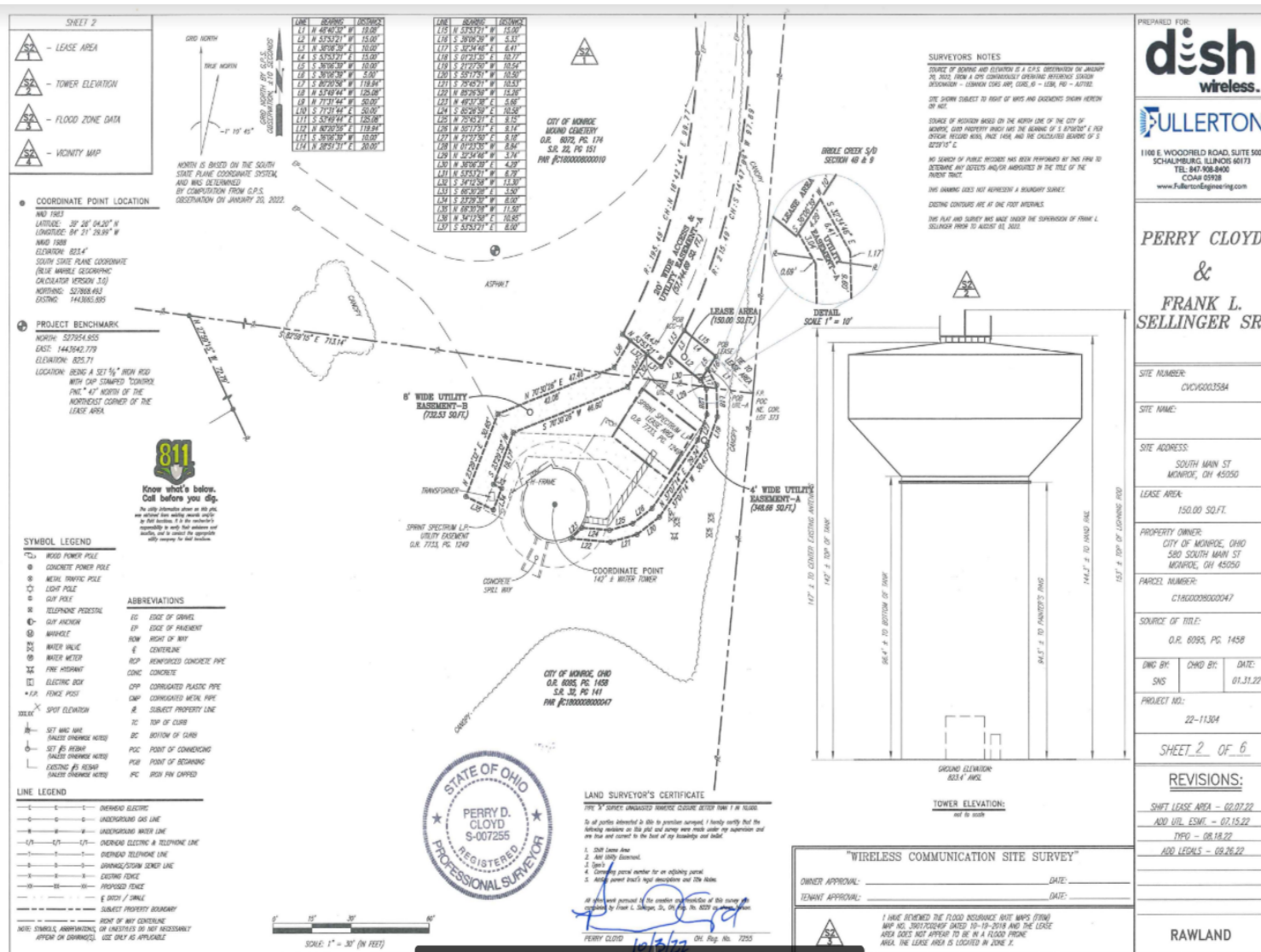
EXHIBIT B

LEASED PREMISES

To the Agreement dated _____, 2022, by and between City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and DISH Wireless L.L.C., a Colorado limited liability company, as Tenant.

The Leased Premises are described and/or depicted with attached Exhibit B (“site sketch”).

(See attached Leased Premises)



	LEGAL DESCRIPTIONS (LEASE AREA)
	LEGAL DESCRIPTIONS (UTILITY ESM-A)
	LEGAL DESCRIPTIONS (UTILITY ESM-B)
	LEGAL DESCRIPTIONS (ACCESS ESM-A)

LEGAL DESCRIPTIONS:

This is a description for Dish Wireless, of a lease area to be located on the property of the City of Monroe, Ohio, and being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:

LEASE AREA

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southeast corner of the property conveyed to City of Monroe in Official Records Volume 6072, Page 174 of the Butler County Recorder's Office.
Thence following said City of Monroe property N 48°42'32" W - 19.08' to a set iron rod with a cap, and being the True Point of Beginning of the Lease Area;
Thence S 38°38'38" W - 15.00' to a set iron rod with a cap;
Thence N 57°57'21" W - 15.00' to a set iron rod with a cap;
Thence N 38°38'38" E - 10.00' to a set iron rod with a cap;
Thence S 57°57'21" E - 15.00' to the point of beginning, containing 150.00 square feet as per survey dated July 15, 2022.

4' WIDE UTILITY EASEMENT-A

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southeast corner of the property conveyed to City of Monroe in Official Records Volume 6072, Page 174 of the Butler County Recorder's Office.
Thence following said City of Monroe property N 48°42'32" W - 19.08' to a set iron rod with a cap, and being the northeast corner of the Lease Area;
Thence with the east line of said Lease Area S 38°38'38" W - 5.53' to a set iron rod with a cap, and being the True Point of Beginning of the 4' Wide Utility Easement-A;
Thence leaving said Lease Area S 32°34'46" E - 6.41' to a set iron rod with a cap;
Thence S 87°23'51" E (passing the boundary line of the property conveyed to said City of Monroe in Official Records Volume 6095, Page 1458 of 1177) 10.77' in total to a set iron rod with a cap;
Thence S 21°27'50" W - 10.54' to a set iron rod with a cap;
Thence S 27°07'14" W - 30.45' to a set iron rod with a cap;
Thence S 57°17'31" W - 10.50' to a set iron rod with a cap;
Thence S 75°45'21" W - 10.53' to a set iron rod with a cap;
Thence N 65°28'59" W - 15.06' to a public;
Thence N 49°32'28" E - 5.06' to a public;
Thence S 85°26'38" E - 10.58' to a set iron rod with a cap;
Thence N 75°45'21" E - 8.15' to a set iron rod with a cap;
Thence N 55°17'31" E - 8.14' to a set iron rod with a cap;
Thence N 75°07'14" E - 26.94' to a set iron rod with a cap;
Thence N 21°27'50" E - 8.16' to a set iron rod with a cap;
Thence N 01°23'35" W - 8.84' to a set iron rod with a cap;
Thence N 32°34'46" W (passing the boundary line of the property conveyed to said City of Monroe in said Deed Volume 33, Page 133 of 0.70') - 3.74' in total to a set iron rod with a cap on the east line of said Lease Area;
Thence with said east line N 38°38'38" E - 4.25' to the point of beginning, containing 348.56 square feet as per survey dated July 15, 2022.

B' WIDE UTILITY EASEMENT-B

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southeast corner of the property conveyed to City of Monroe in Official Records Volume 6072, Page 174 of the Butler County Recorder's Office.
Thence following said City of Monroe property N 48°42'32" W - 19.08' to a set iron rod with a cap, and being the northeast corner of the Lease Area;
Thence with the perimeter of said Lease Area for the next two (2) calls: (1) Thence S 38°38'38" W - 10.00' to a set iron rod with a cap;
Thence (2) N 57°57'21" W - 15.00' to a set iron rod with a cap on the east line of the 20' Wide Access & Utility Easement-B;
Thence leaving said Lease Area with the perimeter of said 20' Wide Access & Utility Easement-B for the next two (2) calls: (1) S 38°38'38" W - 5.50' to a set iron rod with a cap;
Thence (2) N 57°57'21" W - 6.78' to a set iron rod with a cap, and being the True Point of Beginning of the B' Wide Utility Easement-B;
Thence leaving said 20' Wide Access & Utility Easement-B S 34°12'38" W (passing the boundary line of the property conveyed to said City of Monroe in Official Records Volume 6095, Page 1458 of 9.27) 13.30' in total to a set iron rod;
Thence S 75°45'21" W - 46.00' to a set iron rod;
Thence S 21°27'50" W - 19.17' to a set iron rod with a cap;
Thence S 65°30'28" E - 3.50' to a set iron rod with a cap;
Thence S 21°27'50" W - 6.00' to a set iron rod with a cap;
Thence N 65°30'28" W - 11.50' to a set iron rod with a cap;
Thence N 21°27'50" E - 31.65' to a set iron rod;
Thence N 75°45'21" E (passing the boundary line of the property conveyed to said City of Monroe in said Deed Volume 33, Page 133 of 0.70') - 47.46' in total to a set iron rod;
Thence N 34°12'38" E - 10.85' to a set iron rod with a cap stamped on the south line of said 20' Wide Access & Utility Easement-B;
Thence with said south line S 57°57'21" E - 6.00' to the point of beginning, containing 732.53 square feet as per survey dated July 15, 2022, revised Date October 03, 2022.



20' WIDE ACCESS & UTILITY EASEMENT-A

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southeast corner of the property conveyed to City of Monroe in Official Records Volume 6072, Page 174 of the Butler County Recorder's Office.
Thence following said City of Monroe property N 48°42'32" W - 19.08' to a set iron rod with a cap, and being the northeast corner of the Lease Area;
Thence with the perimeter of said Lease Area for the next two (2) calls: (1) Thence N 57°57'21" W - 15.00' to a set iron rod with a cap, and being the True Point of Beginning of the 20' Wide Access & Utility Easement-A;
Thence (2) S 38°38'38" W - 10.00' to a set iron rod with a cap;
Thence leaving said Lease Area S 38°38'38" W - 5.00' to a set iron rod with a cap;
Thence N 57°57'21" W - 18.43' to a set iron rod;
Thence along a curve to the left with a radius of 193.49' and a chord of N 15°42'44" E - 26.77' to a set iron rod with a cap;
Thence N 03°42'22" W - 21.87' to a set iron rod with a cap;
Thence along a curve to the right with a radius of 110.00' and a chord of N 02°34'20" E - 16.74' to a set iron rod with a cap;
Thence along a curve to the left with a radius of 110.00' and a chord of N 02°34'20" E - 16.74' to a set iron rod with a cap;
Thence N 04°36'22" E (passing the boundary line of the property conveyed to said City of Monroe in Deed Volume 1300, Page 120 at a distance of 213.50') - 208.68' in total to a set iron rod with a cap;
Thence along a curve to the right with a radius of 110.00' and a chord of N 02°34'20" E - 16.74' to a set iron rod with a cap;
Thence N 15°01'51" E - 425.23' to a set iron rod with a cap;
Thence along a curve to the left with a radius of 55.00' and a chord of N 29°51'58" W - 77.64' to a set iron rod;
Thence N 74°45'43" W - 215.13' to a set iron rod;
Thence along a curve to the left with a radius of 1260.00' and a chord of N 87°12'23" E - 534.45' to a set iron rod (passing the boundary line of the property conveyed to said City of Monroe in Deed Volume 1026, Page 121 at an arc distance of 313.57);
Thence S 87°28'59" W - 119.94' to a set iron rod with a cap;
Thence along a curve to the left with a radius of 60.00' and a chord of S 44°32'20" E - 70.21' to a set iron rod;
Thence S 09°45'43" W - 132.52' to a set iron rod;
Thence along a curve to the left with a radius of 90.00' and a chord of S 04°28'21" W - 13.46' to a set iron rod;
Thence S 07°28'59" W - 216.97' to a set iron rod;
Thence along a curve to the right with a radius of 50.00' and a chord of S 21°34'41" W - 36.53' to a set iron rod on the south boundary line of said property conveyed to said City of Monroe in Deed Volume 1026, Page 121;
Thence with said south boundary line N 87°51'48" W - 40.00' to a set iron rod;
Thence leaving said property line and following said City of Monroe property along a curve to the left with a radius of 30.00' and a chord of N 48°19'42" E - 44.58' to a set iron rod;
Thence N 07°28'59" E - 216.97' to a set iron rod;
Thence along a curve to the right with a radius of 110.00' and a chord of N 04°28'21" E - 16.45' to a set iron rod;
Thence N 08°43'43" E - 132.52' to a set iron rod;
Thence along a curve to the right with a radius of 60.00' and a chord of N 44°32'20" E - 63.62' to a set iron rod;
Thence N 07°28'59" W - 119.94' to a set iron rod;
Thence along a curve to the right with a radius of 1260.00' and a chord of S 87°12'23" E - 543.65' to a set iron rod (passing the boundary line of the property conveyed to said City of Monroe in Deed Volume 1300, Page 120 at an arc distance of 312.01);
Thence S 74°45'43" E - 215.13' to a set iron rod;
Thence along a curve to the right with a radius of 25.00' and a chord of S 29°51'58" E - 105.87' to a set iron rod;
Thence S 15°01'51" W - 425.23' to a set iron rod with a cap;
Thence along a curve to the left with a radius of 90.00' and a chord of S 08°59'01" W - 15.85' to a set iron rod with a cap;
Thence S 09°45'43" W (passing the boundary line of the property conveyed to said City of Monroe in Deed Volume 1300, Page 120 at a distance of 15.94') - 208.68' in total to a set iron rod with a cap;
Thence along a curve to the left with a radius of 90.00' and a chord of S 02°34'20" E - 13.70' to a set iron rod with a cap;
Thence along a curve to the right with a radius of 215.68' and a chord of S 14°47'04" W - 97.88' to the point of beginning, containing 57,744.69 square feet, dated July 16, 2022.



LAND SURVEYOR'S CERTIFICATE

I, PERRY D. CLOYD, LICENSED SURVEYOR, DO HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF OHIO AND THAT I HAVE PERSONALLY CONDUCTED THE SURVEY HEREIN SET FORTH AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

1. State Land Area
2. State Utility Easement
3. State Access
4. Containing parcel number for an adjoining parcel
5. Any other parcel's legal description and City Name

As otherwise provided to the parties and the recording office of this survey was recorded in Book 1, Page 1, of the Ohio State Surveyor's Office.

PERRY CLOYD 10/3/22 O.S. Reg. No. 7255

PREPARED FOR:
dish
wireless.

FULLERTON
1180 E. WOODFIELD ROAD, SUITE 100
SCHAMBERG, OHIO 44861
TEL: 847-908-9400
CCAR 0308
www.fullertonagencing.com

PERRY CLOYD
&
FRANK L. SELLINGER SR.

SITE NUMBER:
CVCVG00358A

SITE NAME:

SITE ADDRESS:
SOUTH MAIN ST
MONROE, OH 45050

LEASE AREA:
150.00 SQ.FT.

PROPERTY OWNER:
CITY OF MONROE, OHIO
580 SOUTH MAIN ST
MONROE, OH 45050

PARCEL NUMBER:
C1800008000047

SOURCE OF TITLE:
O.R. 6095, PG. 1458

DWG BY: CHW BE: DATE:
SKS 01.31.22

PROJECT NO.:
22-11394

SHEET 3 OF 6

REVISIONS:

SHORT LEASE AREA - 02.02.22

ADD UT. ESM - 07.15.22

TPD - 08.18.22

ADD LEGALS - 09.26.22

RAWLAND

SHEET 4	
	LEGAL DESCRIPTIONS (ACCESS ESM-8)
	LEGAL DESCRIPTIONS (ACCESS ESM-2)

LEGAL DESCRIPTIONS:

This is a description for Dish Wireless, of an access & Utility Easement to be located in a 25' Access Easement conveyed to City of Monroe, Ohio on the property of Eagle Materials, LLC, and being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:



20' WIDE ACCESS & UTILITY EASEMENT-B

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southwest corner of the property conveyed to City of Monroe in Official Records Volume 6032, Page 174 of the Butler County Recorder's Office,
Thence traversing said City of Monroe property N 48°43'32" W - 15.00' to a set iron rod with a cap, and being the northeast corner of the Lease Area;
Thence with the perimeter of said Lease Area for the next two (2) calls: (1) Thence N 57°53'21" W - 15.00' to a set iron rod with a cap, and being on the east line of the 20' Wide Access & Utility Easement-A;
Thence (2) with the perimeter of said 20' Wide Access & Utility Easement-A for the next eighteen (18) calls: (1) S 38°06'39" W - 10.00' to a set iron rod with a cap;
Thence (2) having said Lease Area S 38°06'39" W - 5.00' to a set iron rod with a cap;
Thence (3) N 53°33'21" W - 18.45' to a set May nail;
Thence (4) along a curve to the left with a radius of 195.45' and a chord of N 19°42'44" E - 99.77' to a set iron rod with a cap;
Thence (5) N 62°42'23" W - 211.81' to a set iron rod with a cap;
Thence (6) along a curve to the right with a radius of 110.00' and a chord of N 02°34'30" E - 16.74' to a set iron rod with a cap;
Thence (7) N 04°36'22" E (passing the boundary line of the property conveyed to said City of Monroe in Deed Volume 1300, Page 120 of a distance of 273.50') - 288.66' in total to a set iron rod with a cap;
Thence (8) along a curve to the right with a radius of 110.00' and a chord of N 09°59'10" E - 19.30' to a set iron rod with a cap;
Thence (9) N 15°03'31" E - 455.72' to a set iron rod with a cap;
Thence (10) along a curve to the left with a radius of 55.00' and a chord of N 29°51'56" W - 77.64' to a set May nail;
Thence (11) N 74°45'43" W - 515.13' to a set May nail;
Thence (12) along a curve to the left with a radius of 1240.00' and a chord of N 07°12'23" W - 534.43' to a set May nail (passing the boundary line of the property conveyed to said City of Monroe in Deed Volume 1058, Page 121 of an arc distance of 31.57);
Thence (13) S 02°20'56" W - 119.94' to a set iron rod with a cap;
Thence along a curve to the left with a radius of 60.00' and a chord of S 44°32'20" W - 70.21' to a set May nail;
Thence (14) S 08°43'43" W - 132.55' to a set May nail;
Thence (15) along a curve to the left with a radius of 80.00' and a chord of S 04°25'21" W - 13.46' to a set May nail;
Thence (16) S 07°58'59" W - 216.97' to a set May nail;
Thence (17) along a curve to the right with a radius of 50.00' and a chord of S 21°34'41" W - 36.53' to a set May nail on the north of the property conveyed to Eagle Materials, LLC in Official Records Volume 6712, Page 115, also on the north line of a 25' Access Easement conveyed to the City of Monroe in Deed Book 1381, Page 588, and being the True Point of Beginning of the 20' Wide Access & Utility Easement-B;
Thence traversing said Eagle Materials property and said 25' Access Easement along a curve to the right with a radius of 50.00' and a chord of S 63°33'28" W - 44.65' to a set May nail;
Thence along a curve to the right with a radius of 423.04' and a chord of N 70°43'01" W - 78.49' to a set May nail set of the west line of said Eagle Materials property;
Thence with said West line N 19°38'21" E - 25.00' to a 1/4" re-bar found on the northwest corner of said Eagle Materials property;
Thence with the north line of said Eagle Materials property for the next two (2) calls: (1) along a curve to the left with a radius of 403.04' and a chord of S 70°43'02" E - 74.80' to a set May nail;
Thence (2) S 87°51'49" E - 40.00' to the point of beginning, containing 2,083.88 square feet on per survey dated July 18, 2022.



20' WIDE ACCESS & UTILITY EASEMENT-C

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southwest corner of the property conveyed to City of Monroe in Official Records Volume 6032, Page 174 of the Butler County Recorder's Office,
Thence traversing said City of Monroe property N 48°43'32" W - 15.00' to a set iron rod with a cap, and being the northeast corner of the Lease Area;
Thence with the perimeter of said Lease Area for the next two (2) calls: (1) Thence N 57°53'21" W - 15.00' to a set iron rod with a cap, and being on the east line of the 20' Wide Access & Utility Easement-A;
Thence (2) with the perimeter of said 20' Wide Access & Utility Easement-A for the next eighteen (18) calls: (1) S 38°06'39" W - 10.00' to a set iron rod with a cap;
Thence (2) having said Lease Area S 38°06'39" W - 5.00' to a set iron rod with a cap;
Thence (3) N 53°33'21" W - 18.45' to a set May nail;
Thence (4) along a curve to the left with a radius of 195.45' and a chord of N 19°42'44" E - 99.77' to a set iron rod with a cap;
Thence (5) N 62°42'23" W - 211.81' to a set iron rod with a cap;
Thence (6) along a curve to the right with a radius of 110.00' and a chord of N 02°34'30" E - 16.74' to a set iron rod with a cap;
Thence (7) N 04°36'22" E (passing the boundary line of the property conveyed to said City of Monroe in Deed Volume 1300, Page 120 of a distance of 273.50') - 288.66' in total to a set iron rod with a cap;
Thence (8) along a curve to the right with a radius of 110.00' and a chord of N 09°59'10" E - 19.30' to a set iron rod with a cap;
Thence (9) N 15°03'31" E - 455.72' to a set iron rod with a cap;
Thence (10) along a curve to the left with a radius of 55.00' and a chord of N 29°51'56" W - 77.64' to a set May nail;
Thence (11) N 74°45'43" W - 515.13' to a set May nail;
Thence (12) along a curve to the left with a radius of 1240.00' and a chord of N 07°12'23" W - 534.43' to a set May nail (passing the boundary line of the property conveyed to said City of Monroe in Deed Volume 1058, Page 121 of an arc distance of 31.57);
Thence (13) S 02°20'56" W - 119.94' to a set iron rod with a cap;
Thence along a curve to the left with a radius of 60.00' and a chord of S 44°32'20" W - 70.21' to a set May nail;
Thence (14) S 08°43'43" W - 132.55' to a set May nail;
Thence (15) along a curve to the left with a radius of 80.00' and a chord of S 04°25'21" W - 13.46' to a set May nail;
Thence (16) S 07°58'59" W - 216.97' to a set May nail;
Thence (17) along a curve to the right with a radius of 50.00' and a chord of S 21°34'41" W - 36.53' to a set May nail on the north of the property conveyed to Eagle Materials, LLC in Official Records Volume 6712, Page 115, also on the north line of a 25' Access Easement conveyed to the City of Monroe in Deed Book 1381, Page 588, and being on the southwest line of the 20' Wide Access & Utility Easement-B;
Thence traversing said Eagle Materials property and said 25' Access Easement with the southwest line of said 20' Wide Access & Utility Easement-B for the next two (2) calls: (1) along a curve to the right with a radius of 50.00' and a chord of S 63°33'28" W - 44.65' to a set May nail;
Thence (2) along a curve to the right with a radius of 423.04' and a chord of N 70°43'01" W - 78.49' to a set May nail set of the west line of said Eagle Materials property and being on the east line of the property conveyed to Zhong, Mr & Hengli, Jiang in Official Records Volume 8394, Page 2052, and being the True Point of Beginning of the 20' Wide Access & Utility Easement-C;
Thence traversing said Zhong, Mr & Hengli, Jiang property and continuing within said 25' Access Easement along a curve to the right with a radius of 422.88' and a chord of N 63°38'48" W - 143.74' to a set May nail;
Thence N 34°44'44" W - 120.08' to a set May nail;
Thence along a curve to the left with a radius of 502.26' and a chord of N 62°40'44" W - 182.34' to a set May nail;
Thence N 71°31'44" W - 50.00' to a set May nail;
Thence along a curve to the right with a radius of 850.48' and a chord of N 08°20'01" W - 112.77' to a set iron rod with a cap;
Thence N 28°13'31" E - 20.00' to a set May nail on the north line of said Zhong, Mr & Hengli, Jiang property;
Thence with said north line for the next line (2) calls: (1) along a curve to the left with a radius of 530.46' and a chord of S 68°20'01" E - 114.15' to a found 1/4" re-bar;
Thence (2) S 71°31'44" E - 50.00' to a found 1/4" re-bar;
Thence (3) along a curve to the right with a radius of 612.26' and a chord of S 62°40'44" W - 188.39' to a set iron rod with a cap;
Thence (4) S 53°49'44" E - 125.08' to a found 1/4" re-bar;
Thence (5) along a curve to the left with a radius of 402.89' and a chord of S 63°36'49" E - 136.94' to a set iron rod with a cap on the northeast corner of said Zhong, Mr & Hengli, Jiang property;
Thence with the east line of said Zhong, Mr & Hengli, Jiang property S 19°38'21" W - 25.00' to the point of beginning, containing 12,385.53 square feet on per survey dated July 18, 2022, revised date October 03, 2022.

LEGAL DESCRIPTIONS:

This is a description for Dish Wireless, of an access & Utility Easement to be located in a 25' Access Easement conveyed to City of Monroe, Ohio on the property of Zhong, Mr & Hengli, Jiang, and being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:

PREPARED FOR:

dish
wireless.

FULLERTON

1100 E. WOODFIELD ROAD, SUITE 500
SCHALMERSBURG, ILLINOIS 60173
TEL: 847-908-8400
COAP 05708
www.fullertonengineering.com

PERRY CLOYD
&
FRANK L. SELLINGER SR.

SITE NUMBER:
CVCVG00358A

SITE NAME:

SITE ADDRESS:
SOUTH MAIN ST
MONROE, OH 45050

LEASE AREA:
150.00 SQ.FT.

PROPERTY OWNER:
CITY OF MONROE, OHIO
580 SOUTH MAIN ST
MONROE, OH 45050

PARCEL NUMBER:
C18000280000047

SOURCE OF TITLE:
O.R. 6095, PG. 1458

DWG BY: CHW BY: DATE:
SWS 01.31.22

PROJECT NO:
22-11304

SHEET 4 OF 6

REVISIONS:

SHEET LEASE AREA - 02.07.22
ADD UTIL. ESM-1 - 07.15.22
THPO - 08.18.22
ADD LEGALS - 08.26.22

RAWLAND



LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY UNLESS OTHERWISE INDICATED BY THE SURVEYOR

I, or all parties interested in the title to the premises surveyed, I hereby certify that the following contains the true and correct result of my knowledge and belief.

- I have been duly sworn.
- I am a duly licensed surveyor.
- I am not under any disability.
- I am not under any legal disability.

All other facts stated in this certificate are true and correct to the best of my knowledge and belief.

PERRY CLOYD 10/3/22 OIL Reg. No. 7255

SHEET 5					
	- LEGAL DESCRIPTIONS (PARENT TRACT (0047))		- LEGAL DESCRIPTIONS (PARENT TRACT (0010))		- LEGAL DESCRIPTIONS (PARENT TRACT (0012))
	- LEGAL DESCRIPTIONS (PARENT TRACT (0032))		- LEGAL DESCRIPTIONS (PARENT TRACT (0016))		- LEGAL DESCRIPTIONS (PARENT TRACT (0026))



PARENT TRACT DESCRIPTION (0047) (PROVIDED BY OTHERS)

Situated in Section 17, Town 3, Range 3, City of Monroe, Butler County, Ohio and being part of Lot 313 as said lot is known and designated on the recorded plots of the City of Monroe and being more particularly described as follows:

Beginning at the southeast corner of Lot 313, said point being the southeast corner of Section 17; thence along the east line of said lot and section, N07°09'25"E a distance of 1207.54 feet to a 1" iron pin set at the True Point of Beginning; thence along a new division line in said lot, N27°08'00"W a distance of 1285.71 feet to a 1" iron pin set in the north line of Lot 312; thence along said north line, S87°08'00"E a distance of 713.14 feet to a railroad spike found in the top of a fence post at the northeast corner of said lot; thence along the east line of said lot and the west line of Section 17, S70°25'W a distance of 1036.89 feet to the Point of Beginning, containing 8.487 acres more or less and being subject to easements, restrictions, and rights-of-way of record.

Deed Reference: O.R. 5339, Page 631

Bearing Reference: Bearings are based on the south line of Mount Cemetery as per survey recorded in Volume 22, Page 151 of the Butler County Engineers Record of Land Surveys.

The above description is based on a survey made by Klingberg & Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 32, Page 141 of the Butler County Engineers Record of Land Surveys.



PARENT TRACT DESCRIPTION (0010) (PROVIDED BY OTHERS)

Lot Number 382, City of Monroe, Butler County, Ohio, being all of that land which goes to make up the Mount Cemetery, located in the City of Monroe, Butler County, Ohio, subject to any restrictions, easements, reservations, or encumbrances, of record, including the reservations contained in a certain deed recorded in deed book 249 at page 260 of the Deed Records of Butler County, Ohio.



PARENT TRACT DESCRIPTION (0012) (PROVIDED BY OTHERS)

Part of Lot 82 and entire Lots Numbers 312, 317, 318, 325, 342 and 385 as the same are known and designated on the revised list of lots in the municipality of Monroe, Butler County, Ohio, and being more particularly described as follows:

Beginning of a point on the Centerline Corporation line of the Village of Monroe as it existed in the year 1943, South 0 degrees-51' West, 205.00 feet from the point of intersection of said former corporation line and the center of the Monroe-Lebanon Road; thence North 89 degrees-12' 30" West, 193.58 feet; thence South 0 degrees-51' West, 291.67 feet; thence North 89 degrees-38' 30" West, 204.53 feet; thence South 0 degrees-04' West, 891.47 feet; thence North 87 degrees-25' East, 558.68 feet; thence South 0 degrees-00' West, 162.73 feet; thence South 89 degrees-05' East, 858.30 feet; thence North 81 degrees-15' East, 574.30 feet; thence North 88 degrees-47' West, 132.16 feet; thence North 1 degree-15' East, 438.29 feet; thence North 84 degrees-15' West, 254.63 feet; thence North 68 degrees-01' West, 32.64 feet to a point on the East side of a 20 feet wide easement used for sanitary sewer installation purposes, which point, for the purpose of this description shall be designated as Point "X"; thence from said point "X", North 88 degrees-01' West, 551.32 feet; thence North 87 degrees-30' West, 215.48 feet; thence North 2 degrees-30' East, 205.00 feet; thence North 87 degrees-30' West, 204.98 feet to the point of beginning. Containing 38.17 acres. Shown and excepting from the above described tract the following land being used for sanitary sewers and filtration beds, said land being in Section 17, Town 3, Range 3, and in Lemon Township, Butler County, Ohio, and being bounded and described as follows: Beginning at the point designated as "X" in the foregoing description; thence South 23 degrees-59' West, 184.70 feet; thence South 50 degrees-57' West, 289.58 feet; thence North 34 degrees-07' West, 70.00 feet; thence North 32 degrees-57' East, 70.00 feet; thence South 34 degrees-07' East, 49.82 feet; thence North 50 degrees-57' East, 215.64 feet; thence North 23 degrees-59' East, 158.80 feet and thence South 60 degrees-01' East, 20 feet to the point of beginning. Containing 0.286 acres, and further saving and excepting therefrom Lot Number 312 formerly conveyed by warranty deed by grantors to Susan Sheehan and Stephen Sheehan recorded in Butler County Deed Records, Volume 528, at Page 412, date July 18, 1951; and further saving and excepting therefrom .286 acres of land, more or less, more particularly described in Butler County Deed Records, Volume 481, Page 486.

Subject to an easement to the Village of Monroe dated January 17, 1963 and recorded in Butler County Deed Records, Volume 786, Page 305.

Being the same premises devised to grantors by deeds recorded in Butler County Deed Records at Volume 366, Page 520 and Volume 631, Page 347.

Being further subject to all legal highways, dedicated streets, and easements of record.



PARENT TRACT DESCRIPTION (0032) (PROVIDED BY OTHERS)

Being the East Part of Lot 384 as the same is known and designated on the plots of the Village of Monroe, Butler County, Ohio, and bounded and described as follows:

Beginning of the point of intersection of the centerline of old Main Street in said Village with the westerly extension of the southerly line of Lot 84; said point of beginning also being a northerly corner of said Lot 384 and the northerly corner of Lot 382, thence from said point of beginning S 2°-55' W with the southerly extension of the aforesaid street, containing, 140.23 feet to a northerly corner of said Lot 384 and the southerly corner of said Lot 382; thence S 88°-54' E along a northerly line of said Lot 384, 503.04 feet to the northerly corner of said Lot 384 and a westerly corner of Lot 382; thence S 7°-24'-1/2" W along the westerly line of said Lot 384, 880.23 feet to a point in the northerly line of Lot 382 (Mount Cemetery), the last aforesaid point also being the southerly corner of said Lot 384 and the southerly corner of said Lot 382; thence N 87°-24' W along a southerly line of said Lot 384, 510.79 feet to a southerly corner of the last aforesaid lot and the northerly corner of said Lot 382; thence N 1°-07' E along northerly extension of the westerly line of said Lot 382, 116.51 feet; thence N 88°-00' W parallel with the most southerly line of said Lot 384, 203.00 feet; thence N 15°-7' E parallel with the northerly extension of the westerly line of said Lot 382, 414.84 feet; thence N 72°17' W 185.05 feet; thence N 7°-25' W along the southerly extension of, and the westerly line of Lot 388, passing a northerly corner of said Lot 384 and the southerly corner of said Lot 388 at 236.42 feet, for a distance of 437.60 feet to a northerly corner of said Lot 384 and a corner of Lots 83, 94 and said Lot 388; thence S 88°-48' E along a northerly line of said Lot 384, 390.71 feet to the point of beginning, containing 16.329 acres.

Prior Deed Reference: Volume 770, Page 506

Save and Except the following described estate:

Being a part of Lot 384 of the above is known and designated on the recorded plots of the Village of Monroe, Butler County, Ohio, bounded and described as follows:

Beginning of a northerly corner of Lot 384, the same being the northerly corner of Lot 388 in the Village of Monroe; thence from said point of beginning and along a northerly line of Lot 384 and the south line of Lots 88 and 84 South 00° 08' E 380.71 feet to the northerly corner of Lot 384; thence along the westerly line of Lot 387 and said westerly line extended southwesterly S 2° 55' W 277.72 feet to a point in Lot 384, thence in Lot 384 S 88° 35' W 374.59 feet, and thence North 0° 25' W 280.00 feet to the point of beginning containing 2.552 acres, according to a survey by Stone, Hamann & Kuhnman, Registered Surveyors, Middletown, Ohio, August, 1965.



PARENT TRACT DESCRIPTION (0016) (PROVIDED BY OTHERS)

Being the southerly part of Lot 384 as said lot is known and designated on plots of the City of Monroe, Butler County, Ohio, and bounded and described as follows:

Beginning of a point in the centerline of Main Street (formerly called the Cincinnati-Duquesne Pike) at the southerly corner of Lot 384; thence with the centerline of said Street North 7° 30' East 203.00 feet to the southerly corner of "Monroe Park Plaza" a subdivision of lands as recorded in Volume 22, Page 14, of the Butler County, Ohio, Plat Records; thence with southerly line of said subdivision South 88° 00' East 240.00 feet to the southerly corner of "Monroe Park Plaza" subdivision; thence with the westerly line of said subdivision North 1° 30' East 295.19 feet to the northerly corner of Lot 788; thence with southerly right-of-way line of proposed Mason Avenue on the following courses: (1) thence, in a southeasterly direction as a curve to the left, whose radius is 630.48 feet, on an arc distance of 12.62 feet (chord bears South 75° 06' East 12.61 feet) to the point of tangency; (2) South 75° 40' 30" East 50.00 feet to a point of curvature; (3) thence, in a southeasterly direction, as a curve to the right, whose radius is 612.29 feet, on an arc distance of 188.14 feet (chord bears South 68° 49' 30" East 188.38 feet) to a point of tangency; (4) South 57° 58' 30" East 125.08 feet to a point of curvature; (5) thence, in a southeasterly direction on a curve to the left, whose radius is 402.88 feet, on an arc distance of 211.12 feet (chord bears South 72° 59' 15" East 208.72 feet) to a point of tangency; thence South 86° 00' East 200.92 feet to an iron pipe; thence South 7° 07' West along the northerly extension of the westerly line of Mount Cemetery, 300.03 feet to an iron pipe; thence along the southerly line of Lot 384, the same being the northerly line of a 68 foot wide driveway to said Cemetery, North 88° 00' West 987.85 feet to the point of beginning, containing Seven and Four Hundred Fifty-Nine Thousandths (7.459) Acres.



PARENT TRACT DESCRIPTION (0026) (PROVIDED BY OTHERS)

Situated in the State of Ohio, Butler County, City of Monroe, Lots 798 and 799 and Parts of Lots 384 and 800 as known as the part of the City of Monroe and conveyed to Adventure Properties by a deed recorded in Official Record Volume 677, page 115 of the Butler County Recorder's Office and being more particularly described as follows:

Commencing at the Southwest corner of Lot 800, Monroe Park Plaza as recorded in Plat Book 27, page 14 of the Butler County Recorder's Office; thence along the West line of said Lot 800 and the East right-of-way line of Main Street (80 feet right-of-way) North 01° 30' 00" East a distance of 8.29 feet to a 3/8 inch iron pin set at the point of beginning; thence continuing along said East right-of-way line on the following 2 courses and distances: 1) North 01° 30' 00" East a distance of 201.09 feet to a 3/8 inch iron pin set; 2) Along a curve to the right having a radius of 437.66 feet and an arc length of 133.58 feet, the chord of said curve bears North 10° 15' 24" East a distance of 133.16 feet to a 3/8 inch iron pin set; thence bearing said East right-of-way line and along the South line of Tract "A" as recorded in the aforementioned Monroe Park Plaza along a curve to the right having a radius of 20.00 feet and an arc length of 35.35 feet, the chord of said curve bears North 69° 31' 43" East a distance of 30.87 feet to an iron pin found; thence South 58° 57' 00" East, a distance of 2.37 feet to a 3/8 inch iron pin found; thence continuing along said South line of Tract "A" along a curve to the left having a radius of 630.48 feet and an arc length of 173.03 feet, the chord of said curve bears South 67° 48' 48" East a distance of 172.49 feet to a 3/8 inch iron pin set; thence along the South line of Part of Lot 384 as conveyed to the City of Monroe (O.R. 6371, page 675) South 75° 40' 30" East a distance of 51.00 feet to a point witnessed by an iron pin found 0.5 feet South; thence along a curve to the right having a radius of 612.29 feet and an arc length of 188.14 feet, the chord of said curve bears South 65° 49' 30" East a distance of 188.39 feet to an iron pin found; thence along the South line of Part of Lot 384 as conveyed to the City of Monroe (O.R. 6394, page 1820) South 57° 58' 30" East a distance of 125.08 feet to a 3/8 inch iron pin set; thence continuing along said South line along a curve to the left having a radius of 402.88 feet and an arc length of 137.60 feet, the chord of said curve bears South 67° 48' 48" East a distance of 136.94 feet to a 3/8 inch iron pin set; thence along a new division line through Part of Lot 384 as conveyed to Adventure Properties (O.R. 6777, page 115) on the following 7 courses and distances: 1) South 12° 27' 00" West a distance of 58.73 feet to a 3/8 inch iron pin set; 2) North 80° 48' 20" West a distance of 34.42 feet to a 3/8 inch iron pin set; 3) North 88° 16' 05" West a distance of 242.20 feet to a 3/8 inch iron pin set; 4) North 67° 22' 00" West a distance of 97.59 feet to a 1/2 inch iron pin set; 5) North 88° 04' 00" West a distance of 112.08 feet to a 1/2 inch iron pin set; 6) South 71° 49' 15" West a distance of 48.19 feet to a 3/8 inch iron pin set; 7) South 64° 45' 00" West a distance of 79.55 feet to a 3/8 inch iron pin set to the point of beginning. Containing 2.8996 acres more or less, and being subject to all easements, restrictions and right-of-ways of record.

The above description is based on a field survey dated November 2004 by Apex Engineering & Surveying, Inc., Kenneth R. Condit, Ohio Professional Surveyor No. 7311 and is recorded Volume 47, page 63 of the Butler County Engineers Record of Land Surveys.

NOW KNOWN AS: Situate in the City of Monroe, County of Butler and State of Ohio and being Entire Lot Numbered 5173 of the list of lots in the City of Monroe, pursuant to Lot Combination recorded December 6, 2011, in the Butler County, Ohio Records.

CR80-008 230-026



LAND SURVEYOR'S CERTIFICATE

THE STATE OF OHIO: I, the undersigned, being duly sworn, depose and say that I am a duly Licensed Professional Surveyor in the State of Ohio.

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1100 E. WOODFIELD ROAD, SUITE 500
SCHAMBERG, ALABAMA 36177
TEL: 847-928-8400
COMM: 858-1818
www.FullertonEngineering.com

PERRY CLOYD
&
FRANK L. SELLINGER SR.

SITE NUMBER: CVCVG00358A

SITE NAME: Adventure Properties

SITE ADDRESS: SOUTH MAIN ST
MONROE, OH 45050

LEASE AREA: 150.00 SQ.FT.

PROPERTY OWNER: CITY OF MONROE, OHIO
580 SOUTH MAIN ST
MONROE, OH 45050

PARCEL NUMBER: C1800008000047

SOURCE OF TITLE: O.R. 6095, PG. 1458

DWG BY: CND BY: DATE: 01.31.22

PROJECT NO: 22-1130A

SHEET 5 OF 6

REVISIONS:

SHIFT LEASE AREA - 02/07/22

ADD UTIL. ESMIT. - 07.15.22

TYPO - 08.18.22

ADD LEGALS - 09.26.22

RAWLAND

NOTES CORRESPONDING TO THE U.S. TITLE SOLUTIONS, "REPORT OF TITLE", FILE NUMBER: UST72371
AND REFERENCE NUMBER: CVCVG003586, EFFECTIVE DATE: 09/21/2022.

3.1 Reservations contained in Deed recorded in Book 343, Page 360. (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)

4.1 Easement by Monroe Meadows Development Co. to The City of Monroe, Ohio, Dated December 21, 1996, Recorded March 17, 1997, in Book 6096, Page 1274. (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)

Notes: Construct, operate and maintain water lines and pipes, and/or other facilities and/or equipment, along with right to enter and excavate easement area.

4.2 Easement contained in Deed recorded in Book 6085, Page 1458. (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)

Notes: First Amendment to Site Agreement recorded in Book 7733, Page 1249. (DOES NOT AFFECT THE LEASE AREA, BUT AFFECTS THE ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)

Notes: Survey 8.487 acres Port of Lot 373 (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)

5.3 Boundary Survey in Book 22, Page 151. (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)

***SURVEYOR'S NOTE:** There are no County Ditch Easements under ORC 61.37.12 which would affect the Subject Land Space or the Subject Rights of Way. No ditch plotted hereon is involved in a County Ditch Maintenance program.*



TYPE 3 SURVEY: UNGLAISED INVERSE CLOSURE BETTER THAN 1 IN 10,000.

To all parties interested in this to premium survey, I hereby certify that the following mission on this plot and survey were made under my supervision and are true and correct to the best of my knowledge and belief.

1. Shift Lease Area
2. Add Utility Easement
3. Type's
4. Correcting parcel number for an adjoining parcel.
5. Adding parent tract's legal descriptions and Title Notes.

All other work pursued by the creation and resolution of this survey was completed by Frank L. Sullivan, Sr. On June 16, 2020 as shown below.

PERRY CLOYD 12/2/62 OK. Reg. No. 7250



FULLERTON

1100 E. WOODFIELD ROAD, SUITE 500
SCHALMERSBURG, ILLINOIS 60173
TEL: 847-908-8400
COAX 05928
www.FullertonEngineering.com

PERRY CLOYD

&
FRANK L.
SELLINGER SR.

SITE NUMBER: CVCVGOOLISBA

SITE NAME:

SITE ADDRESS:
SOUTH MAIN ST
MONROE, OH 45050

LEASE AREA:
150.00 SQ.FT.

PROPERTY OWNER:
CITY OF MONROE, OHIO
580 SOUTH MAIN ST
MONROE, OH 45050

PARCEL NUMBER:
C1800008000047

SOURCE OF TITLE:
O.R. 6095, PG. 1458

DWG BY: SNS	CHKD BY:	DATE: 01.31.22
----------------	----------	-------------------

PROJECT NO.: 22-11304

SHEET 6 OF 6

REVISIONS:

SHIFT LEASE AREA - 02.07.22
ADD UTIL. ESMT. - 07.15.22
TYPD - 08.18.22
ADD LEGALS - 09.26.22

RAWLAND

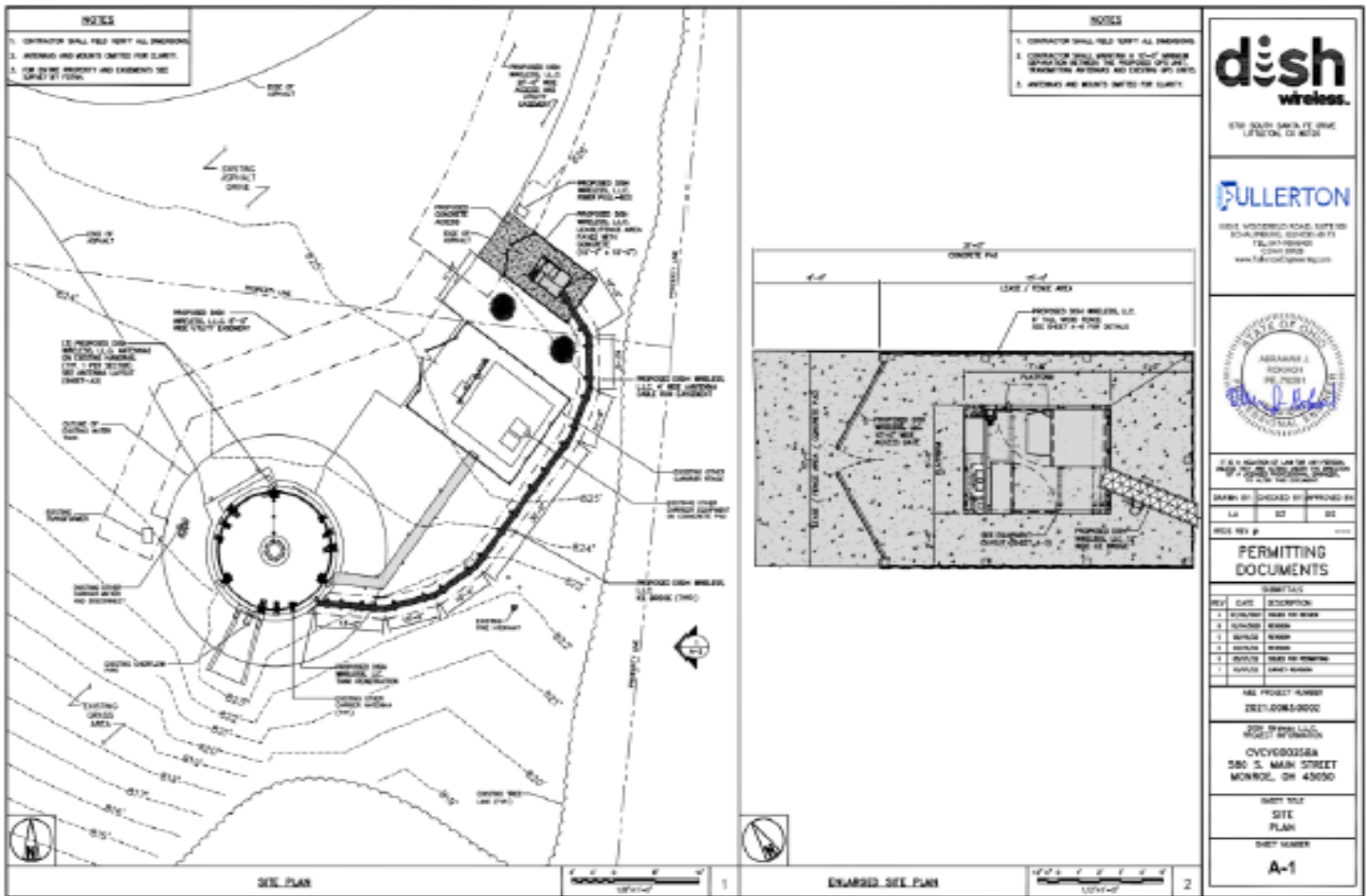
EXHIBIT C-1

DETAILED SITE LAYOUT EXTERIOR

To the Agreement dated _____, 2022, by and between City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and DISH Wireless L.L.C., a Colorado limited liability company, as Tenant.

The Detailed Site Layout is described and/or depicted with attached Exhibit C-1.

(See attached Detailed Site Layout)



570 SOUTH MAIN STREET
LUTHER, OH 43050

5700 WOODBURN ROAD, SUITE 100
FULLERTON, OHIO 43030
www.fullerton.com

STATE OF OHIO
DEPARTMENT OF REVENUE
DIVISION OF PERMITS
JANUARY 1, 2024
NO. 70201

PERMITTING DOCUMENTS

REV	DATE	DESCRIPTION
1	01/01/24	ISSUED FOR REVIEW
2	01/01/24	ISSUED FOR REVIEW
3	01/01/24	ISSUED FOR REVIEW
4	01/01/24	ISSUED FOR REVIEW
5	01/01/24	ISSUED FOR REVIEW
6	01/01/24	ISSUED FOR REVIEW

NAL PROJECT NUMBER
2021.0001.0000

2021.0001.0000
580 S. MAIN STREET
MONROE, OH 43050

SHEET NO.
SITE PLAN

SHEET NUMBER
A-1

EXHIBIT C-2

DETAILED SITE LAYOUT INTERIOR

To the Agreement dated _____, 2022, by and between City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and DISH Wireless L.L.C., a Colorado limited liability company, as Tenant.

The Detailed Site Layout is described and/or depicted with attached Exhibit C-2.

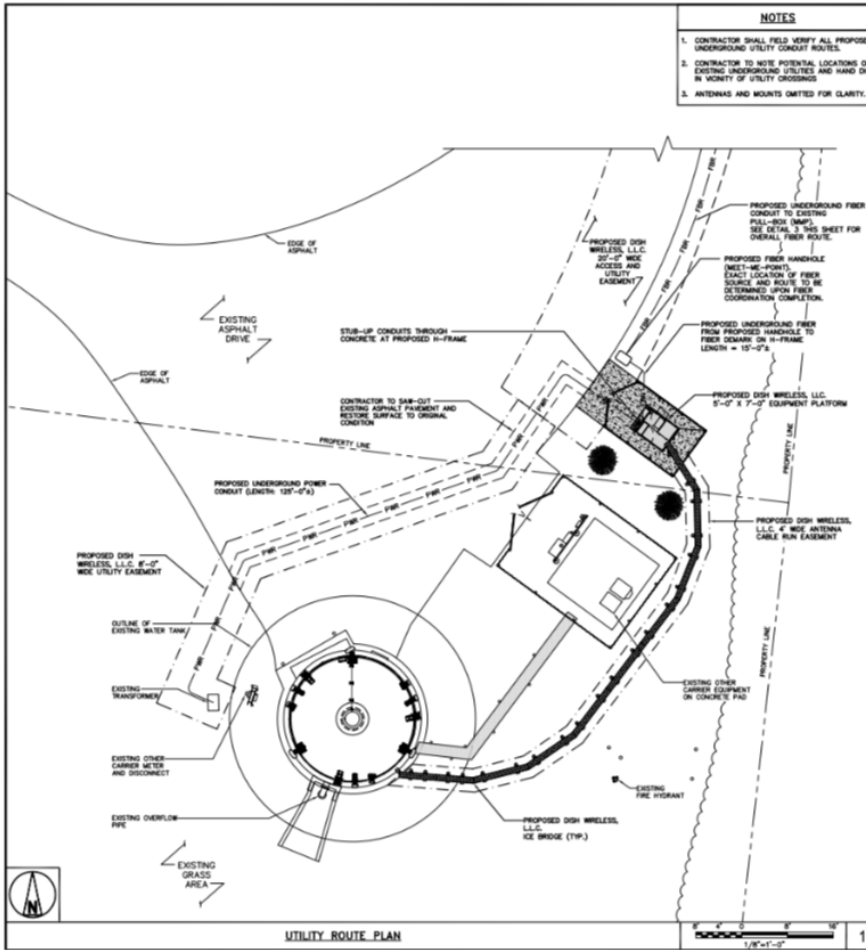
(See attached Detailed Site Layout)

EXHIBIT D
ACCESS EASEMENT
AND
UTILITY EASEMENT

To the Agreement dated _____, 2022, by and between City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and DISH Wireless L.L.C., a Colorado limited liability company, as Tenant.

The Easement(s) is/are described by use of attached Exhibit D.

(See attached Easements)



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTES.
2. CONTRACTOR TO NOTE POTENTIAL LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND HAND DIG IN VICINITY OF UTILITY CROSSINGS
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUTING SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BUNDLED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
13. ALL TRENCHES IN COMPOUND TO BE HAND DUG

ELECTRICAL NOTES

NO SCALE 2



OVERALL FIBER ROUTE

NO SCALE 3



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



1100 E. WOODFIELD ROAD, SUITE 500
SCHALPSBURG, ILLINOIS 60173
TEL: 847-458-4400
CDAR 09926
www.fullertonengineering.com



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO SIGN THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:
LA DE DS

REDS REV: 0

PERMITTING DOCUMENTS

REV	DATE	DESCRIPTION
A	01/08/2021	ISSUED FOR REVIEW
B	10/14/2021	REVISION
C	04/16/22	REVISION
D	04/16/22	REVISION
E	04/16/22	ISSUED FOR PERMITTING
F	10/01/22	SURVEY REVISION

AME PROJECT NUMBER
2021.0063.0002
CVCVG00358A
580 S. MAIN STREET
MONROE, OH 45050

SHEET TITLE
ELECTRICAL/FIBER ROUTE
PLAN AND NOTES

SHEET NUMBER

E-1

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S. Santa Fe Dr.
Littleton, CO 80120
Re: CVCVG00358A

(Space above for Recorder's Office)

MEMORANDUM OF COMMUNICATIONS EQUIPMENT SITE LEASE AGREEMENT

This Memorandum of Communications Equipment Site Lease Agreement (“**Memorandum**”) made this _____ day of _____, 20__, by and between the City of Monroe, Ohio, an Ohio Municipal Corporation (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company (“**Tenant**”), having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112. Tenant and Landlord are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”. This Memorandum is summarized as follows:

1. Tenant and Landlord entered into a Communications Equipment Site Lease Agreement (“**Agreement**”) with an effective date of _____, 20__, for the purpose of installation, operation, maintenance, and management of a wireless communications facility. All of the foregoing, in addition to the provisions set forth in the Agreement between the Parties, are incorporated by reference and made a part herein.
2. Landlord owns a combined water storage and distribution tank facility (the “**Water Tank**”) located upon Landlord’s real property at 580 S. Main Street in Monroe, Ohio 45050 being more particularly described in **Exhibit A** attached hereto and made a part herein (the “**Property**”).
3. Landlord has leased to Tenant and Tenant has leased from Landlord, space for Tenant’s equipment installation on the Property in the locations as described or depicted in **Exhibit B**, attached hereto and made a part hereof (the “**Premises**”), that includes certain right of ways or grants of easements for access and utilities as provided in the Agreement (which may or may not be described or depicted in **Exhibit B**) which easements are in effect, or may be acquired, or granted, throughout the term of the Agreement as renewed or extended subject to the terms and conditions as set forth in the Agreement.

HLN

4. The Agreement has a Primary Term of five (5) years, commencing on the **Commencement Date**, as set forth in the Agreement. Tenant is granted the option to extend the Term of this Lease for five (5) additional independent periods of five (5) years each (the "Extended Term(s)"), provided Tenant is not at the time of the exercise of each Extended Term in default under this Lease beyond any applicable grace or cure period. Each of Tenant's options to extend will be deemed automatically exercised without any action by either party unless (i) this Lease is otherwise terminated as may be provided for herein or (ii) Tenant provides written notice to Landlord of Tenant's decision not to exercise the next Extended Term option at least sixty (60) days prior to expiration of the then current term (Primary Term or Extended Term as the case may be).
5. Duplicate copies of the originals of the Agreement are in the possession of the Landlord and Tenant at the addresses set forth above and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto.
6. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Agreement; it being distinctly understood and agreed that said Agreement constitutes the entire agreement between Landlord and Tenant with respect to the Premises and is hereby incorporated by reference. The Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control. The rights and obligations set forth in the Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.

[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOFF, the Parties have executed this Memorandum of Communications Equipment Site Lease Agreement as of the day and year first written above.

LANDLORD:

**City of Monroe, Ohio,
an Ohio Municipal Corporation**

TENANT:

**DISH Wireless L.L.C.,
a Colorado limited liability company**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

[Reminder of page intentionally left blank. Signature page follows.]

LANDLORD:

STATE OF OHIO

COUNTY OF BUTLER

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

TENANT:

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____ on behalf of the corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, (SEAL)

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

To the Agreement dated _____, 2022, by and between the City of Monroe, Ohio, an Ohio Municipal Corporation, as Landlord, and DISH Wireless L.L.C., a Colorado limited liability company, as Tenant.

The Landlord's Parcel is described and/or depicted as follows:

Situated in Section 17, Town 3, Range 3, City of Monroe, Butler County, Ohio and being part of Lot 373 as said lot is known and designated on the recorded plats of the City of Monroe and being more particularly described as follows:

Beginning at the southeast corner of Lot 373, said point being the southeast corner of Section 17;

thence along the east line of said lot and section, N02°09'25"E a distance of 1227.54 feet to a 1" iron pin set at the True Point of Beginning;

thence along a new division line in said lot, N32°08'00"W a distance of 1265.71 feet to a 1" iron pin set in the north line of Lot 373;

thence along said north line, S87°08'00"E a distance of 713.14 feet to a railroad spike found in the top of a fence post at the northeast corner of said lot;

thence along the east line of said lot and the east line of Section 17, S2°09'25"W a distance of 1036.89 feet to the Point of Beginning, containing 8.487 acres more or less and being subject to easements, restrictions, and rights-of-way of record.

Deed Reference: O.R. 5339 Pg. 031

Bearing Reference: Bearings are based on the south line of Mound Cemetery as per survey recorded in Volume 22, Page 151 of the Butler County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 32 Page 141 of the Butler County Engineers Record of Land Surveys.

AND

Lot Number 383, City of Monroe, Butler County, Ohio, being all of that land which goes to make up The Mound Cemetery, located in the City of Monroe, Butler County, Ohio, subject to any restrictions, easements,, reservations,, or encumbrances,, of record, including the reservations contained in a certain deed recorded in deed book 349 at page 360 of the Deed Records of Butler County, Ohio.

Situated in Butler County, City of Monroe, State of Ohio, and being

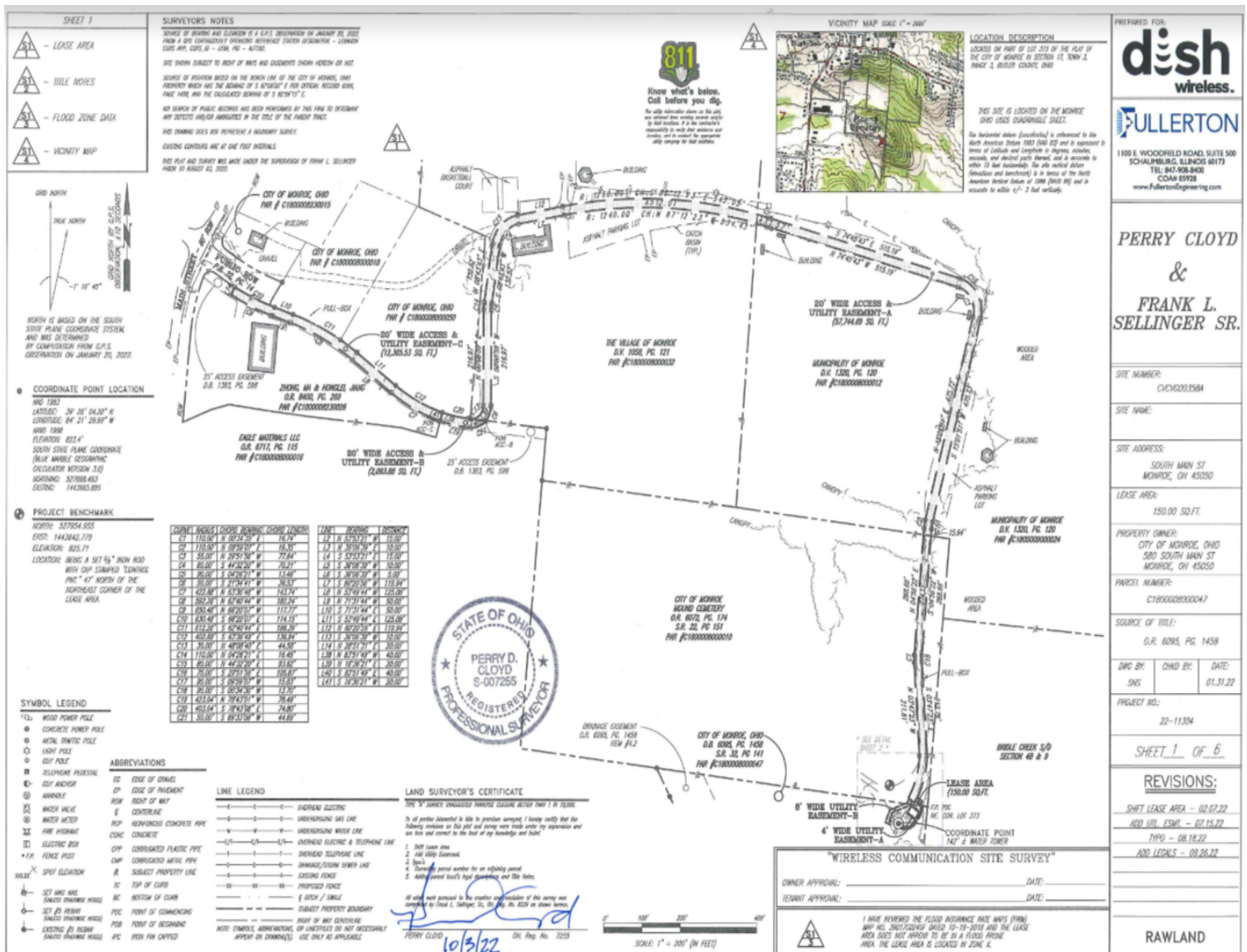
ParcelID: C1800008000047

Address: 580 South Main Street, Monroe, Ohio 45050

Prior

References:

THE LEASED PREMISES



	LEGAL DESCRIPTIONS (LEASE AREA)
	LEGAL DESCRIPTIONS (UTILITY ESM-A)

LEGAL DESCRIPTIONS:

This is a description for Dish Wireless, of a lease area to be located on the property of the City of Monroe, Ohio, and being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:

LEASE AREA

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southeast corner of the property conveyed to City of Monroe in Official Records Volume 6052, Page 174 of the Butler County Recorder's Office,
Thence traversing said City of Monroe property N 49°46'32" W - 18.00' to a set iron rod with a cap, and being the True Point of Beginning of the Lease Area;
Thence S 30°06'30" W - 10.00' to a set iron rod with a cap;
Thence N 57°52'21" W - 15.00' to a set iron rod with a cap;
Thence N 30°06'30" E - 10.00' to a set iron rod with a cap;
Thence S 57°52'21" E - 15.00' to the point of beginning, containing 150.00 square feet as per survey dated July 15, 2022.

4' WIDE UTILITY EASEMENT-A

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southeast corner of the property conveyed to City of Monroe in Official Records Volume 6052, Page 174 of the Butler County Recorder's Office,
Thence traversing said City of Monroe property N 49°46'32" W - 18.00' to a set iron rod with a cap, and being the northeast corner of the Lease Area;
Thence with the east line of said Lease Area S 30°06'30" W - 5.33' to a set iron rod with a cap, and being the True Point of Beginning of the 4' Wide Utility Easement-A;
Thence S 01°21'38" E (joining the boundary line of the property conveyed to said City of Monroe in Official Records Volume 6095, Page 145B at 1.17') 10.77' in total to set iron rod with a cap;
Thence S 21°27'26" W - 10.54' to set iron rod with a cap;
Thence S 37°01'44" W - 20.43' to set iron rod with a cap;
Thence S 50°17'51" W - 16.56' to set iron rod with a cap;
Thence S 70°45'21" W - 10.53' to set iron rod with a cap;
Thence N 85°26'53" W - 15.26' to a point;
Thence N 69°37'38" E - 5.86' to a point;
Thence S 85°26'53" E - 10.58' to set iron rod with a cap;
Thence N 79°45'21" E - 9.15' to set iron rod with a cap;
Thence N 57°52'21" E - 8.14' to set iron rod with a cap;
Thence N 37°01'44" E - 28.24' to set iron rod with a cap;
Thence N 21°27'26" E - 8.18' to set iron rod with a cap;
Thence N 01°21'38" W - 8.84' to set iron rod with a cap;
Thence N 57°54'46" W (joining the boundary line of the property conveyed to said City of Monroe in said Deed Volume 33, Page 133 at 0.70') 3.74' in total to a set iron rod with a cap on the east line of said Lease Area;
Thence with said east line N 30°06'30" E - 4.29' to the point of beginning, containing 348.66 square feet as per survey dated July 15, 2022.

8' WIDE UTILITY EASEMENT-B

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southeast corner of the property conveyed to City of Monroe in Official Records Volume 6052, Page 174 of the Butler County Recorder's Office,
Thence traversing said City of Monroe property N 49°46'32" W - 18.00' to a set iron rod with a cap, and being the northeast corner of the Lease Area;
Thence with the perimeter of said Lease Area for the next two (2) calls: (1) Thence S 30°06'30" W - 10.00' to a set iron rod with a cap;
Thence (2) N 57°52'21" W - 15.00' to a set iron rod with a cap on the east line of the 20' Wide Access & Utility Easement-A;
Thence traversing said Lease Area with the perimeter of said 20' Wide Access & Utility Easement-A for the next two (2) calls: (1) S 30°06'30" W - 5.00' to a set iron rod with a cap;
Thence (2) N 57°52'21" W - 6.79' to a set May nail, and being the True Point of Beginning of the 8' Wide Utility Easement-B;
Thence traversing said 20' Wide Access & Utility Easement-A S 34°12'36" W (joining the boundary line of the property conveyed to said City of Monroe in Official Records Volume 6095, Page 145B at 8.27') 13.30' in total to set May nail;
Thence S 30°06'30" W - 46.60' to set May nail;
Thence S 23°29'32" W - 19.17' to set iron rod with a cap;
Thence S 60°30'28" E - 3.50' to set iron rod with a cap;
Thence S 23°29'32" W - 8.00' to set iron rod with a cap;
Thence N 60°30'28" W - 11.50' to set iron rod with a cap;
Thence N 23°29'32" E - 30.80' to set May nail;
Thence N 72°30'28" E (joining the boundary line of the property conveyed to said City of Monroe in said Deed Volume 33, Page 133 at 0.70') 47.46' in total to set May nail;
Thence N 34°12'36" E - 10.80' to set iron rod with a cap stamped on the south line of said 20' Wide Access & Utility Easement-A;
Thence with said south line S 57°52'21" E - 8.00' to the point of beginning, containing 732.53 square feet as per survey dated July 15, 2022, rechecked date October 03, 2022.



20' WIDE ACCESS & UTILITY EASEMENT-A

Being a part of the City of Monroe in Section 17, Town 3, Range 3, Butler County, Ohio which is further described as follows:
Commencing at a fence post at the northeast corner of Lot 373 of the recorded plat of the City of Monroe and also being on the Southeast corner of the property conveyed to City of Monroe in Official Records Volume 6052, Page 174 of the Butler County Recorder's Office,
Thence traversing said City of Monroe property N 49°46'32" W - 18.00' to a set iron rod with a cap, and being the northeast corner of the Lease Area;
Thence with the perimeter of said Lease Area for the next two (2) calls: (1) Thence N 57°52'21" W - 15.00' to a set iron rod with a cap, and being the True Point of Beginning of the 20' Wide Access & Utility Easement-A;
Thence (2) S 30°06'30" W - 10.00' to a set iron rod with a cap;
Thence traversing said Lease Area S 30°06'30" W - 5.00' to a set iron rod with a cap;
Thence N 57°52'21" W - 18.43' to a set May nail;
Thence along a curve to the left with a radius of 195.49' and a chord of N 16°42'44" E - 98.77' to a set iron rod with a cap;
Thence N 63°47'23" W - 21.81' to a set iron rod with a cap;
Thence along a curve to the right with a radius of 110.00' and a chord of N 02°34'30" E - 16.74' to a set iron rod with a cap;
Thence N 54°28'22" E (joining the boundary line of the property conveyed to said City of Monroe in Deed Volume 1500, Page 120 at a distance of 371.50') 208.96' in total to a set iron rod with a cap;
Thence along a curve to the right with a radius of 110.00' and a chord of N 08°59'10" E - 19.35' to a set iron rod with a cap;
Thence N 13°01'51" E - 42.72' to a set iron rod with a cap;
Thence along a curve to the left with a radius of 55.00' and a chord of N 29°51'36" W - 77.64' to a set May nail;
Thence N 74°45'47" W - 515.10' to a set May nail;
Thence along a curve to the left with a radius of 1240.00' and a chord of N 87°12'23" W - 534.43' to a set May nail (joining the boundary line of the property conveyed to said City of Monroe in Deed Volume 1058, Page 121 at an arc distance of 31.57');
Thence S 80°20'58" W - 118.64' to a set iron rod with a cap;
Thence along a curve to the right with a radius of 40.00' and a chord of S 44°32'20" W - 70.21' to a set May nail;
Thence S 04°43'47" W - 120.50' to a set May nail;
Thence along a curve to the left with a radius of 30.00' and a chord of S 04°26'21" W - 13.46' to a set May nail;
Thence S 01°08'58" W - 216.83' to a set May nail;
Thence along a curve to the right with a radius of 50.00' and a chord of S 21°34'14" E - 36.51' to a set May nail on the south boundary line of said property conveyed to said City of Monroe in Deed Volume 1058, Page 121;
Thence with said south property line N 87°51'49" W - 40.00' to a set May nail;
Thence traversing said property line and traversing said City of Monroe property along a curve to the left with a radius of 30.00' and a chord of N 48°08'40" E - 44.58' to a set May nail;
Thence N 00°08'58" E - 216.83' to a set May nail;
Thence along a curve to the right with a radius of 110.00' and a chord of N 04°26'21" E - 16.45' to a set May nail;
Thence N 04°43'47" E - 120.50' to a set May nail;
Thence along a curve to the right with a radius of 80.00' and a chord of N 44°32'20" W - 01.62' to a set May nail;
Thence N 80°20'58" E - 118.64' to a set May nail;
Thence along a curve to the right with a radius of 1260.00' and a chord of S 87°12'23" E - 543.05' to a set May nail (joining the boundary line of the property conveyed to said City of Monroe in Deed Volume 1500, Page 120 at an arc distance of 512.01);
Thence S 74°45'47" E - 515.10' to a set May nail;
Thence along a curve to the right with a radius of 75.00' and a chord of S 29°51'36" E - 105.87' to a set May nail;
Thence S 13°01'51" W - 42.72' to a set iron rod with a cap;
Thence along a curve to the left with a radius of 90.00' and a chord of S 08°59'10" W - 19.83' to a set iron rod with a cap;
Thence S 04°28'22" E (joining the boundary line of the property conveyed to said City of Monroe in Deed Volume 1500, Page 120 at a distance of 15.47') 208.96' in total to a set iron rod with a cap;
Thence along a curve to the left with a radius of 90.00' and a chord of S 00°34'30" W - 13.70' to a set iron rod with a cap;
Thence S 03°47'23" E - 212.79' to a set iron rod with a cap;
Thence along a curve to the right with a radius of 215.49' with a chord of S 14°47'04" W - 97.89' to the point of beginning, containing 57,744.59 square feet, dated July 18, 2022.



LAND SURVEYOR'S CERTIFICATE

I, THE "I" SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF OHIO, AND I HAVE PERSONALLY AND INDEPENDENTLY EXAMINED THE RECORDS OF THE SURVEY, AND I HAVE FOUND THEM TO BE CORRECT AND COMPLETE.

1. That I am a duly licensed Surveyor in the State of Ohio.
2. That I am a duly licensed Surveyor in the State of Ohio.
3. That I am a duly licensed Surveyor in the State of Ohio.
4. That I am a duly licensed Surveyor in the State of Ohio.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, at Columbus, Ohio, this 10th day of July, 2022.

PERRY CLOYD 10/3/22 Oh. Reg. No. 2255

PREPARED FOR:

dish
wireless.

FULLERTON

1180 E. WOODFIELD ROAD, SUITE 100
SCHALMERSBURG, ILLINOIS 60173
TEL: 847-908-8400
CCHA 00108
www.fullertonengineering.com

PERRY CLOYD
&
FRANK L. SELLINGER SR.

SITE NUMBER:	CVCVG00358A
SITE NAME:	
SITE ADDRESS:	SOUTH MAIN ST MONROE, OH 45050
LEASE AREA:	150.00 SQ.FT.
PROPERTY OWNER:	CITY OF MONROE, OHIO 580 SOUTH MAIN ST MONROE, OH 45050
PARCEL NUMBER:	C1800008000047
SOURCE OF TITLE:	O.R. 6095, PG. 145B
DWG BY:	CND BY:
SNS	01-31-22
PROJECT NO.:	22-11304
SHEET 3 OF 6	
REVISIONS:	
SHORT LEASE AREA - 02.07.22	
ADD UTIL. ESM. - 07.15.22	
THPO - 08.18.22	
ADD LEGALS - 08.26.22	
RAWLAND	

**PARENT TRACT DESCRIPTION (0047) (PROVIDED BY OTHERS)**

Shaded in Section 17, Town 3, Range 3, City of Monroe, Butler County, Ohio and being part of Lot 313 as said lot is known and designated on the recorded plat of the City of Monroe and being more particularly described as follows:

Beginning at the southeast corner of Lot 312, said point being the southeast corner of Section 17, thence along the east line of said lot and section, N62°09'25"E a distance of 1227.54 feet to a 1" iron pin set at the True Point of Beginning; thence along a new division line in said lot, N27°08'00"W a distance of 1265.71 feet to a 1" iron pin set in the north line of Lot 312; thence along said north line, S87°08'00"E a distance of 713.14 feet to a railroad spike found in the top of a fence post at the northeast corner of said lot; thence along the east line of said lot and the east line of Section 17, S7°09'25"W a distance of 1038.60 feet to the Point of Beginning, containing 8.487 acres more or less and being subject to easements, restrictions, and rights-of-way of record.

Deed Reference: O.R. 5339 Pg. 631

Boundary Reference: Boundaries are based on the south line of Wood Cemetery as per survey recorded in Volume 22, Page 151 of the Butler County Engineers Record of Land Surveys.

The above description is based on a survey made by Klingers & Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7701 and is recorded in Volume 32 Page 141 of the Butler County Engineers Record of Land Surveys.

**PARENT TRACT DESCRIPTION (0010) (PROVIDED BY OTHERS)**

Lot Number 383, City of Monroe, Butler County, Ohio, being all of that land which goes to make up The Manor Cemetery, located in the City of Monroe, Butler County, Ohio, subject to any restrictions, easements, reservations, or encumbrances, of record, including the reservations contained in a certain deed recorded in deed book 349 at page 360 of the Deed Records of Butler County, Ohio.

**PARENT TRACT DESCRIPTION (0012) (PROVIDED BY OTHERS)**

Part of Lot 82 and entire Lots Numbers 313, 317, 318, 323, 342 and 385 as the same are known and designated on the shaded lot of lots in the municipality of Monroe, Butler County, Ohio, and being more particularly described as follows:

Beginning at a point on the Eastern Corporate line of the Village of Monroe as it existed in the year 1943, South 0 degrees-51' West, 205.00 feet from the point of intersection of said former corporate line and the center of the Monroe-Ladon Road; thence North 88 degrees-12' 38" West, 199.58 feet; thence South 0 degrees-51' West, 291.91 feet; thence South 88 degrees-38' 38" East, 204.53 feet; thence South 0 degrees-04' West, 891.47 feet; thence South 87 degrees-25' East, 558.68 feet; thence South 0 degrees-03' 38" West, 162.75 feet; thence South 89 degrees-03' East, 886.30 feet; thence North 61 degrees-15' East, 574.20 feet; thence North 88 degrees-47' West, 127.18 feet; thence North 1 degree-15' East, 458.29 feet; thence North 84 degrees-15' West, 254.60 feet; thence North 68 degrees-01' West, 52.64 feet to a point on the East side of a 20 foot wide easement used for sanitary sewer installation purposes, which point, for the purpose of this description shall be designated as Point 'X'; thence from said point 'X', North 68 degrees-01' West, 551.52 feet; thence North 87 degrees-30' West, 215.48 feet; thence North 2 degrees-30' East, 205.00 feet; thence North 87 degrees-30' West, 120.00 feet; thence South 2 degrees-30' West, 205.00 feet; thence North 87 degrees-30' West, 204.96 feet to the point of beginning. Containing 58.17 acres. Shading and excepting from the above described tract the following land being used for sanitary sewers and drainage beds, said land being in Section 11, Town 3, Range 3, and in Landon Township, Butler County, Ohio, and being bounded and described as follows: Beginning at the point designated as 'X' in the foregoing description; thence South 23 degrees-53' West, 164.70 feet; thence South 50 degrees-57' West, 289.58 feet; thence North 34 degrees-03' West, 70.00 feet; thence North 50 degrees-57' East, 70 feet; thence South 34 degrees-03' East, 49.82 feet; thence North 50 degrees-57' East, 215.04 feet; thence North 33 degrees-59' East, 128.80 feet and thence South 68 degrees-01' East, 20 feet to the point of beginning. Containing 0.286 acres, and further shading and excepting therefrom Lot Number 312, formerly conveyed by warranty deed by grantors to Susan Sheehan and Stephen Sheehan recorded in Butler County Deed Records, Volume 528, of Page 461, date July 18, 1951; and further shading and excepting therefrom .286 acres of land, more or less, more particularly described in Butler County Deed Records, Volume 481, Page 460.

Subject to an easement to the Village of Monroe dated January 17, 1953 and recorded in Butler County Deed Records, Volume 786, Page 305.

Being the same premises divided to grantors by deeds recorded in Butler County Deed Records in Volume 386, Page 520 and Volume 631, Page 342.

Being further subject to all legal highways, dedicated streets, and easements of record.

**PARENT TRACT DESCRIPTION (0032) (PROVIDED BY OTHERS)**

Being the East Part of Lot 384 as the same is known and designated on the plat of the Village of Monroe, Butler County, Ohio, and bounded and described as follows:

Beginning at the point of intersection of the centerline of old Main Street in said Village with the westerly extension of the southerly line of Lot 384, said point of beginning also being a northerly corner of said Lot 384 and the southerly corner of Lot 382; thence from said point of beginning S 2°-53' W with the southerly extension of the street to the centerline, 140.23 feet to a northerly corner of said Lot 384 and the southerly corner of said Lot 387; thence S 88°-54' E along a northerly line of said Lot 384, 503.04 feet to the northerly corner of said Lot 384 and a westerly corner of Lot 385; thence S 0°-24'-1/2" W along the northerly line of said Lot 384, 892.22 feet to a point in the northerly line of Lot 383 (Wood Cemetery), the east street corner also being the southerly corner of said Lot 384 and the southerly corner of said Lot 382; thence N 87°-24' W along a southerly line of said Lot 384, 510.79 feet to a southerly corner of the lot of said street and the northerly corner of said Lot 383; thence N 1°-07' E along southerly extension of the westerly line of said Lot 383, 118.53 feet; thence N 88°-50' W parallel with the most southerly line of said Lot 384, 200.00 feet; thence N 1°07' E parallel with the northerly extension of the westerly line of said Lot 383, 414.84 feet; thence N 72°17' W 185.05 feet; thence N 0°-23' W along the southerly extension of, and the westerly line of Lot 382, passing a northerly corner of said Lot 384 and the southerly corner of said Lot 388 at 236.42 feet, for a distance of 437.60 feet to a northerly corner of said Lot 384 and a corner of Lots 83, 84 and said Lot 388; thence S 88°-00' E along a northerly line of said Lot 384, 386.71 feet to the point of beginning, containing 16.330 acres.

Prior Deed Reference: Volume 770, Page 536

Some and Except the following described real estate:

Being a part of Lot 384 of the above as known and designated on the recorded plat of the Village of Monroe, Butler County, Ohio, bounded and described as follows:

Beginning at a northerly corner of Lot 384, the same being the northerly corner of Lot 388 in the Village of Monroe; thence from said point of beginning and along a northerly line of Lot 384 and the south lines of Lots 88 and 84 south 0° 00' E 589.71 feet to the northerly corner of Lot 382; thence along the westerly line of Lot 387 and said westerly line extended southerly S 2° 53' W 277.72 feet to a point in Lot 384, thence in Lot 384 S 89° 38' W 574.58 feet, and thence North 0° 23' W 292.00 feet to the point of beginning containing 2.553 acres, according to a survey by Duane, Reschler & Ralston, Registered Surveyors, Middlesex, Ohio, August, 1965.

**PARENT TRACT DESCRIPTION (0016) (PROVIDED BY OTHERS)**

Being the southerly part of Lot 384 as said lot is known and designated on plat of the City of Monroe, Butler County, Ohio, and bounded and described as follows:

Beginning at a point in the centerline of Main Street (formerly called the Cincinnati-Dayton Pike) at the southerly corner of Lot 384, thence with the centerline of said street North 1° 30' East 203.00 feet to the southerly corner of "Monroe Park Plaza" a subdivision of lands as recorded in Volume 22, Page 14, of the Butler County, Ohio, Plat Records; thence with southerly line of said subdivision South 88° 00' East 240.00 feet to the southerly corner of "Monroe Park Plaza" subdivision; thence with the westerly line of said subdivision North 1° 30' East 285.13 feet to the northerly corner of Lot 786, thence with southerly right-of-way line of proposed Main Avenue on the following courses: (1) thence, in a southerly direction on a curve to the left, whose radius is 630.49 feet, on an arc distance of 12.62 feet (chord bears South 75° 06' East 12.61 feet) to the point of tangency; (2) South 75° 40' 30" East 50.00 feet to a point of curvature; (3) thence, in a southeasterly direction, on a curve to the right, whose radius is 612.26 feet, on an arc distance of 189.14 feet (chord bears South 66° 49' 30" East 188.36 feet) to a point of tangency; (4) South 57° 58' 30" East 125.08 feet to a point of curvature; (5) thence, in a southeasterly direction on a curve to the left, whose radius is 402.88 feet, on an arc distance of 211.12 feet (chord bears South 72° 50' 15" East 208.72 feet) to a point of tangency; thence South 68° 00' East 205.92 feet to an iron pipe; thence South 1° 07' West along the northerly extension of the westerly line of Wood Cemetery, 200.03 feet to an iron pipe; thence along the southerly line of Lot 384, the same being the northerly line of a 66 foot wide driveway to said Cemetery, North 88° 00' West 387.85 feet to the point of beginning, containing Seven and Four Hundred Fifty-Nine Thousandths (7459) Acres.

**PARENT TRACT DESCRIPTION (0026) (PROVIDED BY OTHERS)**

Shaded in the State of Ohio, Butler County, City of Monroe, Lots 798 and 799 and Parts of Lots 384 and 800 as known on the plat of the City of Monroe and conveyed to Adventure Properties by a deed recorded in Official Record Volume 6717 page 115 of the Butler County Recorder's Office and being more particularly described as follows:

Commencing at the Southwest corner of Lot 800, Monroe Park Plaza as recorded in Plat Book 32 page 14 of the Butler County Recorder's Office; thence along the West line of said Lot 800 and the East right-of-way line of Main Street (80 feet right-of-way) North 01° 30' 00" East a distance of 829 feet to a 3/8 inch iron pin set at the point of beginning; thence continuing along said East right-of-way line on the following 2 courses and distances: 1) North 01° 30' 00" East a distance of 201.09 feet to a 3/8 inch iron pin set; 2) Along a curve to the right having a radius of 437.66 feet and an arc length of 133.68 feet, the chord of said curve bears North 10° 15' 24" East a distance of 133.16 feet to a 400' nail set; thence leaving said East right-of-way line and along the South line of "Trout" "X" as recorded in the aforementioned Monroe Park Plaza along a curve to the right having a radius of 30.00 feet and an arc length of 35.26 feet, the chord of said curve bears North 69° 31' 45" East a distance of 30.87 feet to an iron pin found; thence South 59° 57' 00" East a distance of 2.37 feet to a bent iron pin found; thence continuing along said South line of "Trout" "X" along a curve to the left having a radius of 630.48 feet and an arc length of 123.63 feet, the chord of said curve bears South 67° 48' 48" East a distance of 112.49 feet to a 3/8 inch iron pin set; thence along the South line of Part of Lot 384 as conveyed to the City of Monroe (O.R. 6371, page 815) South 75° 40' 30" East a distance of 50.00 feet to a point where said on iron pin found 63 feet South; thence along a curve to the right having a radius of 612.26 feet and an arc length of 189.14 feet, the chord of said curve bears South 66° 49' 30" East a distance of 188.36 feet to an iron pin found; thence along the South line of Part of Lot 384 as conveyed to the City of Monroe (O.R. 6394 page 1832) South 57° 58' 30" East a distance of 125.08 feet to a 3/8 inch iron pin set; thence continuing along said South line along a curve to the left having a radius of 402.88 feet and an arc length of 137.60 feet, the chord of said curve bears South 67° 45' 34" East a distance of 136.94 feet to a 3/8 inch iron pin set; thence along a new division line through Part of Lot 384 as conveyed to Adventure Properties (O.R. 6717, page 115) on the following 2 courses and distances: 1) South 12° 37' 00" West a distance of 58.73 feet to a 3/8 inch iron pin set; 2) North 86° 48' 20" West a distance of 83.42 feet to a 3/8 inch iron pin set; 3) North 88° 16' 05" West a distance of 242.20 feet to a 3/8 inch iron pin set; 4) North 87° 22' 00" West a distance of 97.59 feet to a 1/2 inch iron pin set; 5) North 86° 04' 00" West a distance of 132.09 feet to a 1/2 inch iron pin set; 6) South 71° 49' 15" West a distance of 48.19 feet to a 3/8 inch iron pin set; 7) South 64° 45' 00" West a distance of 79.55 feet to a 3/8 inch iron pin set to the point of beginning. Containing 2.8896 acres more or less, and being subject to all easements, restrictions and right-of-ways of record.

The above description is based on a field survey dated November 2004 by Apex Engineering & Surveying, Inc., Kenneth R. Combs, Ohio Professional Surveyor No. 7311 and is recorded Volume 47 page 67 of the Butler County Engineers Record of Land Surveys.

MON KNOWN AS: Shaded in the City of Monroe, County of Butler and State of Ohio and being Entire Lot Numbered 5175 of the list of lots in the City of Monroe, pursuant to Lot Combination recorded December 6, 2011, in the Butler County, Ohio Records.

GR00-008-230-026

**LAND SURVEYOR'S CERTIFICATE**

THE "X" SURVEY UNBANNED SHADING ALONG RIVER ROAD IN MONROE

Is of public interest in the to the previous survey. I hereby certify that the shading notation on this plat and survey are made under my supervision and are true and correct to the best of my knowledge and belief.

1. Shall issue this
2. Shall issue this
3. Shall issue this
4. Shall issue this
5. Shall issue this
6. Shall issue this

All other work pursuant to the certificate and notation of this survey was made by Frank L. Sellinger, Jr., No. 6233 as registered.

PERRY CLOYD 10/3/22



1100 E. WOODHILL ROAD, SUITE 300
SCHALBURG, ILLINOIS 60171
TEL: 647-608-9400
CSAH 00108
www.fullertonengineering.com

PERRY CLOYD
&
FRANK L. SELLINGER SR.

SITE NUMBER:
CVCVG00358A

SITE NAME:

SITE ADDRESS:
SOUTH MAIN ST
MONROE, OH 45050

LEASE AREA:
150.00 SQ.FT.

PROPERTY OWNER:
CITY OF MONROE, OHIO
580 SOUTH MAIN ST
MONROE, OH 45050

PARCEL NUMBER:
C1800008000047

SOURCE OF TITLE:
O.R. 6098, PG. 1458

DWG BY: CHD BY: DATE:
SNS 01.31.22

PROJECT NO.:
22-11304

SHEET 5 OF 6

REVISIONS:

SHEET LEASE AREA - 02/07/22
ADD UTIL. EASE - 07/15/22
TYPED - 08/18/22
ADD LEGALS - 09/26/22

RAWLAND



SURVEYOR'S REVIEW OF "SPECIAL EXCEPTIONS"

NOTES CORRESPONDING TO THE U.S. TITLE SOLUTIONS, "REPORT OF TITLE", FILE NUMBER: UST72271
AND REFERENCE NUMBER: CVCVG00206, EFFECTIVE DATE: 09/21/2022.

3. COVENANTS AND RESTRICTIONS
 - 3.1 Reservations contained in Deed recorded in Book 348, Page 300. (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)
4. EASEMENTS AND RIGHTS OF WAY
 - 4.1 Easement by Mineral Developer Development Co. in The City of Monroe, Ohio, Dated December 31, 1985, Recorded March 17, 1987, in Book 6086, Page 1274. (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)

Notes: Crossroad, separate and maintain water lines and pipes, and/or other facilities and/or equipment, along with right to enter and easement easement area.

 - 4.2 Easement contained in Deed recorded in Book 6086, Page 1458. (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)
5. OTHER RECORDED DOCUMENTS
 - 5.1 Memorandum of Site Agreement between The City of Monroe, Ohio and SprintCom, Inc., Dated December 12, 2004, Recorded January 31, 2005, in Book 2405, Page 1630
Notes: First Amendment to Site Agreement recorded in Book 2733, Page 1248. (DOES NOT AFFECT THE LEASE AREA, BUT AFFECTS THE ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)
 - 5.2 Boundary Survey in Book 32, Page 141.
Notes: Survey 0.487 acres Part of Lot 353 (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)
 - 5.3 Boundary Survey in Book 32, Page 151. (DOES NOT AFFECT THE LEASE AREA AND ACCESS & UTILITY EASEMENTS SHOWN PER THIS SURVEY)

SURVEYOR'S NOTE: There are no County Ditch Easements under ORC §137.12 which would affect the Subject Land Space or the Subject Rights of Way. No ditch platted herein is involved in a County Ditch Maintenance program.



LAND SURVEYOR'S CERTIFICATE

THE I SURVEY UNASSISTED SINCE I HAVE BEEN A SURVEYOR

In all parties interested in this in previous survey, I hereby certify that the following matters on this plot and survey were made under my supervision and are true and correct to the best of my knowledge and belief.

1. Date issue date
2. AVE (AVE) Easement
3. State
4. Surveying point number for an existing point
5. AVE point back's right description and the state.

All other work pursuant to the transfer of jurisdiction of this survey was conducted by Perry D. Cloyd, No. 9-007255, the AVE on these plots.

Perry D. Cloyd
PERRY CLOYD 10/3/22 ORE Reg. No. 1020

PREPARED FOR:

dish
wireless.

FULLERTON

1185 E WOODFIELD ROAD, SUITE 580
SCHAMBERG, ILLINOIS 60173
TEL: 847-908-8400
CCNA 45928
www.FullertonEngineering.com

PERRY CLOYD
&
FRANK L. SELLINGER SR.

SITE NUMBER: CVCVG00206

SITE NAME:

SITE ADDRESS:
SOUTH MAIN ST
MONROE, OH 45050

LEASE AREA:
150.00 SQ.FT.

PROPERTY OWNER:
CITY OF MONROE, OHIO
580 SOUTH MAIN ST
MONROE, OH 45050

PARCEL NUMBER:
C180000000047

SOURCE OF TITLE:
O.R. 6095, PG. 1458

DWG BY:	CHD BY:	DATE:
SNS		01.31.22

PROJECT NO.:
22-11304

SHEET 6 OF 6

REVISIONS:

SHEET LEASE AREA - 02.07.22
ADD LIT. ESM. - 07.15.22
DEPT. - 08.18.22
ADD LEGALS - 09.26.22

RAWLAND

RESOLUTION NO. 14-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND O.R. COLAN ASSOCIATES FOR LAND ACQUISITION SERVICES RELATED TO THE CULVERT REPLACEMENT ON TODHUNTER ROAD.

WHEREAS, in order to construct new culverts on Todhunter Road, permanent right-of-way must be obtained; and

WHEREAS, professional services are necessary in order to obtain the necessary right-of-way and any construction easements.

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 O.R. Colan Associates for land acquisition services related to the culvert replacement on Todhunter Road. The terms and conditions of said agreement are set forth on Exhibit "A" attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

January 19, 2023

Mr. Gary Morton
Public Works Director
City of Monroe

RE: City of Monroe – Todhunter Road
ROW Acquisition

Dear Mr. Morton:

O.R. Colan Associates (ORC) is pleased to submit the attached cost proposal for the above referenced project. The proposal is based on turnkey acquisition services for 4 parcels.

This proposal is based upon the preliminary information provided by the City on January 18, 2023. It is believed that parcels 2 & 3 can be combined as a single parcel. If this ends up not as the case, ORC reserves the right to a modification. ORC reserves the right to modify the proposal should parcel counts change, take types change, appraisal formats change, or should any parcel require additional services. It should be noted that this proposal does not include any appraisal review tasks. If the City needs to use an appraisal reviewer, a separate contract would be required directly with the reviewer. ORC also reserves the rights to use a subconsultant for any task at its sole discretion. This fee proposal will be valid for the calendar year 2023.

O. R. Colan is ready to begin upon a notice to proceed. If you require any additional information or need clarification on any items, please do not hesitate to contact me on my cell at (843) 441-3151 or by email at jgardner@orcolan.com.

Respectfully Submitted,



Jayson Gardner, PMP
Project Manager

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: O.R. Colan Associates, LLC

District: N/A

Date: 1/19/2023

PID NO.: N/A

Task No.: 1

Project CRS: City of Monroe-Todhunter Road

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below	parcel			
2. Appraisal				
a. RE 95 Preparation	parcel			\$0.00
b. R/W Appraisal Report (RE 25-17)	parcel			\$0.00
c. Limited Scope R/W Appraisal Report (RE 25-17)	parcel			\$0.00
d. Value Finding (RE 90)	parcel	2	\$1,900.00	\$3,800.00
e. Value Analysis	parcel	2	\$900.00	\$1,800.00
f. Project Data Book	parcel			\$0.00
g. Project Management	parcel	4	\$250.00	\$1,000.00
SECTION SUBTOTAL				\$6,600.00
3. Appraisal Review				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
h. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
4. Title Researches				
a. Abbreviated Titles	parcel			\$0.00
b. Full Title (42 year)	parcel	4	\$800.00	\$3,200.00
c. Title Update	parcel			\$0.00
d. Project Management	parcel	4	\$250.00	\$1,000.00
SECTION SUBTOTAL				\$4,200.00

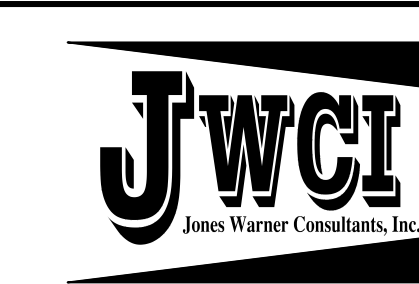
SECTION TOTAL**\$10,800.00**

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	4	\$2,000.00	\$8,000.00
b. Bill of Sale Negotiation	Per BS Parcel			\$0.00
c. Negotiation Trainee	parcel			\$0.00
d. Project Management	parcel	4	\$250.00	\$1,000.00
SECTION SUBTOTAL				\$9,000.00
6. Closings				
a. Mail Out	parcel	4	\$550.00	\$2,200.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel			\$0.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel			\$0.00
e. Mortgage Release	per release			\$0.00
f. Project Management	parcel	4	\$250.00	\$1,000.00
SECTION SUBTOTAL				\$3,200.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00
c. Commercial Offer made	parcel			\$0.00
d. Commercial final billing	parcel			\$0.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel			\$0.00
g Pre-Acquisition Report	parcel			\$0.00
Project Management for h Relocation/Relocation Review	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
8 Relocation Review				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00

d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel			\$0.00
b. Testing	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Postage, Copies and Recording fees (reimbursable based on actual cost - receipts necessary)	parcel	4	\$150.00	\$600.00
f. R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL				\$600.00
SECTION TOTAL				\$12,800.00
GRAND TOTAL				\$23,600.00



www.joneswarner.com
 Voice: (855) 704-5924
 Fax: (937) 704-9949
 jwci@joneswarner.com

PROFESSIONAL ENGINEERS AND SURVEYORS

REVISIONS / CHANGES TO DRAWING SET						
No.	Date	Description of revisions and/or changes to drawing set				
1						
2						
3						
4						
5						
6						

Seal: DESIGN: GLM-DS
DRAWING: DS-GLM
REVIEW: JRZ

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PRELIMINARY

TODHUNTER ROAD
 CULVERT REPLACEMENT &
 ROADWAY IMPROVEMENT PROJECT

PROJECT LOCATION	PREPARED FOR
900' WEST OF BRITTON LANE TO 300' WEST OF BRITTON LANE MONROE, OHIO	CITY OF MONROE 223 SOUTH MAIN STREET MONROE, OHIO 45050-0330

Project ID:
 21-057 TODHUNTER RD

Drawing Scale(s):
 HORIZ: 1" = 20'
 VERT: 1" = XX'

Title:
 ROADWAY EASEMENTS
 PROPERTY INFORMATION

Sheet: R/W-1.01



DunrobinAssociates, LLC

Working Towards Greener, Safer, Improved Communities

PROVIDING RIGHT-OF-WAY SERVICES SINCE 2010

10132 Kenwood Road
Cincinnati, OH 45242

P.O. Box 76218
Highland Heights, KY 41076

Central Phone: (859) 781-9776

VIA Electronic Mail: mortong@monroe.org

January 4, 2023

Mr. Gary Morton
Director of Public Works
233 S. Main Street
Monroe, Ohio 45050-0330

Re: R/W Cost Proposal
Todhunter Road

Dear Mr. Morton:

Thank you for the opportunity to submit the attached cost proposal to provide right-of-way acquisition services for the referenced project. Please find attached a parcel detail cost sheet. The total proposed cost for right-of-way services for this project is \$25,570.00. This proposal includes amounts for appraisal services.

The project management fee includes: managing all phases of the acquisition process; maintaining the right-of-way clear date; providing monthly or more frequent status updates to the City of Monroe; requesting settlement authority; ensuring that all phases of the acquisition process will comply with statutory requirements of the Ohio Revised Code and other applicable federal and local laws and regulations governing acquisition; participating in all public meetings as requested; ensuring that staff is available to meet with the City of Monroe to provide any additional services as requested.

Please note that the cost proposal includes amounts for direct costs. These costs are specific to mailings, copy fees incurred for the titles and transfer and recording fees for the instruments. There is no cost associated with travel.

We will also stand ready to provide any other assistance requested or required to ensure the timely and efficient completion of the acquisition phase of the project.

Thank you for the opportunity to submit this proposal for your review.

Respectfully Submitted:

Lisa J. Burns

Lisa Burns
Operations Manager
Senior Acquisition Agent

CITY OF MONROE, OHIO ACCEPTANCE OF PROPOSAL
BY: _____
ITS: _____
Date: _____



DunrobinAssociates, LLC

Working Towards Greener, Safer, Improved Communities

Right-of-Way Acquisition Abbreviated Cost Proposal CITY OF MONROE Todhunter Road

LABOR COSTS		Fee	# of Units	Total
1. PROJECT MANAGEMENT		\$750	5	\$3,750
2. TITLE WORK	Full Titles 42 year search	\$750	5	\$3,750
	Title Updates for Appropriation	\$150		\$0
3. APPRAISAL - assume VA format		\$850	5	\$4,250
3. NEGOTIATION		\$1,850	5	\$9,250
4. CLOSINGS		\$650	5	\$3,250
5. EXPENSES & OTHER DIRECT COSTS				\$1,320
Mailings - 1 @ \$3.00/per introductory letter = \$3.00		\$3	5	\$15
Mailings - 1 @ \$25.00/per offer (Certified) = \$25.00		\$25	5	\$125
Mailings Overnight for Closings (out-of-town owners only - assumes \$24.00 per mailing one-way)		\$24	5	\$120
Recording Cost (assumes 6 page deeds at \$34 for first two pages plus \$8 for each additional page)		\$132	5	\$660
Recorder's Office Copy Costs Title Reports (actual cost is \$2.00/page - assumes 40 copies per title)		\$80	5	\$400
TOTAL PROPOSED COST				\$25,570

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: Briggs Creative Services, LLC

District: D08

Date: 01/12/2023

PID NO.: City of Monroe

Task No.:

Project CRS: Todhunter Rd Culvert Replacement & Roadway Improvement

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below	parcel			
2. Appraisal <i>by Michael Cahill</i>				
a. RE 95 Preparation	parcel		\$385.00	\$0.00
b. R/W Appraisal Report (RE 25-17)	parcel		\$7,150.00	\$0.00
c. Limited Scope R/W Appraisal Report (RE 25-17)	parcel		\$4,400.00	\$0.00
d. Value Finding (RE 90)	parcel	2	\$1,700.00	\$3,400.00
e. Value Analysis	parcel	3	\$650.00	\$1,950.00
f. Project Data Book	parcel		\$165.00	\$0.00
g. Project Management	parcel	5	\$240.00	\$1,200.00
SECTION SUBTOTAL				\$6,550.00
3. Appraisal Review				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
h. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
4. Title Researches				
a. Abbreviated Titles	parcel		\$504.00	\$0.00
b. Full Title (42 year)	parcel	5	\$840.00	\$4,200.00
c. Title Update	parcel	2	\$288.00	\$576.00
d. Project Management	parcel	5	\$240.00	\$1,200.00
SECTION SUBTOTAL				\$5,976.00
SECTION TOTAL				\$12,526.00

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	5	\$2,400.00	\$12,000.00
b. Bill of Sale Negotiation	Per BS Parcel		\$1,920.00	\$0.00
c. Negotiation Trainee	parcel		\$480.00	\$0.00
d. Project Management	parcel	5	\$240.00	\$1,200.00
SECTION SUBTOTAL				\$13,200.00
6. Closings				
a. Mail Out	parcel	5	\$570.00	\$2,850.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel		\$780.00	\$0.00
c. Formal - structure parcels	parcel		\$1,020.00	\$0.00
d. Title Update for Appropriation	parcel	2	\$288.00	\$576.00
e. Mortgage Release	per release		\$480.00	\$0.00
f. Project Management	per release	5	\$240.00	\$1,200.00
SECTION SUBTOTAL				\$4,626.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00
c. Commercial Offer made	parcel			\$0.00
d. Commercial final billing	parcel			\$0.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel			\$0.00
g Pre-Acquisition Report	parcel			\$0.00
Project Management for h Relocation/Relocation Review	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
8 Relocation Review				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00
c. Personal Property Review	parcel			\$0.00
d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel			\$0.00
b. Testing	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	5	\$125.00	\$625.00
f. R/W Staking	parcel	5	\$500.00	\$2,500.00
g. Sign Valuation Estimate	parcel			\$0.00
h. R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL				\$3,125.00
SECTION TOTAL				\$20,951.00
GRAND TOTAL				\$33,477.00

RESOLUTION NO. 15-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND MAINTENANCE OF SIGNS FOR BICYCLE ROUTES WITHIN THE CITY.

WHEREAS, the Ohio Department of Transportation is overseeing a project for the installation of signage for bicycle routes throughout the State of Ohio; and

WHEREAS, the City of Monroe desires to participate in said project.

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 State of Ohio Department of Transportation for the installation and maintenance of signs for bicycle routes within the City. 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 its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND THE CITY OF MONROE, OHIO
FOR SIGN INSTALLATION AND MAINTENANCE**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the “ODOT” and the City of Monroe, 233 South Main Street, Monroe, Ohio 45050, hereinafter referred to as the “LOCAL” and shall be referred to singularly as “party” and collectively as “parties”.

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with counties, municipal corporations, townships, and other subdivisions of the state in the improvement of public roads; and

WHEREAS, the legislative authority of the LOCAL has granted its consent to the Director to furnish and install certain signage for use within its political subdivision limits, and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and LOCAL in an efficient manner that ODOT install certain signage on certain roads within the LOCAL and for the LOCAL to maintain the signage.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

- 1.1 ODOT will furnish and install, at no cost to the LOCAL, US Bicycle Route Signage (M1-9a) at locations identified in the USBR Signage Plan attached as Exhibit A within the LOCAL’s political subdivision limits.

2. OBLIGATIONS OF THE LOCAL

- 2.1 The LOCAL grants ODOT the right to use and occupy the right-of-way in and abutting the section of routes identified in the USBR Signage Plan herein described for the purpose of installing the USBR Signs.
- 2.2 The LOCAL agrees to assume ownership of all the USBR Signs within its jurisdiction.
- 2.3 The LOCAL agrees to assume responsibility for relocating signage if US Bicycle Route alignments change overtime in their jurisdiction.

- 2.4 The LOCAL agrees to assume, at their sole cost, all future maintenance, repair, and replacement of the USBR Signage under this Agreement.

3. TERM OF AGREEMENT

- 3.1 This Agreement shall commence on date of last signature below and shall expire June 30, 2024, but in no case shall this Agreement extend beyond the current biennium.
- 3.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.
- 3.3 The maintenance, repair, replacement, and relocation responsibilities by the LOCAL of the USBR Signage will continue in perpetuity.

4. GENERAL PROVISIONS

- 4.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- 4.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 4.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.4 The State of Ohio and ODOT are self-insured.
- 4.5 Each party shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- 4.6 If the LOCAL breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.
- 4.7 ODOT and LOCAL agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement, with the exception of matters identified in this agreement requiring approval solely and finally by ODOT.
- 4.8 Ohio Ethics Law: The LOCAL and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided

by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

5. NOTICE

5.1 Notices under this agreement shall be directed as follows:

City of Monroe
233 South Main Street
P. O. Box 330
Monroe, Ohio 45050

Ohio Department of Transportation
District 8
505 OH-741
Lebanon, OH 45036

6. SIGNATURES

6.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this agreement.

6.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have caused this agreement to be executed as of the day and year last written below.

City of Monroe

By: _____
William J. Brock, City Manager

Date: _____

STATE OF OHIO
Department of Transportation

By: _____
Jack Marchbanks, Director

Date: _____

US Bike Route Signing Project

												630E03101	630E80101	630E79500	630E97700
DISTRICT	COUNTY	OWNER	ROUTE	ROAD OR PATH NAME	TRAVEL DIRECTION	ARROW DIRECTION	LAT	LON	GOOGLE MAPS LINK DO NOT EDIT THIS COLUMN	SIGN CODE	SIZE	GROUND MOUNTED SUPPORT, NO. 3 POST, AS PER PLAN FOOT	SIGN, FLAT SHEET, AS PER PLAN SF	SIGN SUPPORT ASSEMBLY, POLE MOUNTED EACH	SIGNING, MISC.: BRIDGE MOUNTING EACH
8	BUT	CITY OF MONROE	25	HAMILTON MIDDLETOWN/SR4	NORTH		39.44360	-84.42695	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	HAMILTON MIDDLETOWN/SR4		LEFT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	LAKEVIEW DR	EAST		39.44408	-84.42731	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	LAKEVIEW DR		RIGHT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	LAKEVIEW DR	NORTH		39.44632	-84.43016	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	LAKEVIEW DR		RIGHT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	ANNE RD	WEST		39.44671	-84.43014	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	ANNE RD		LEFT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	ANNE RD	NORTH		39.44804	-84.42839	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	ANNE RD		LEFT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	WINE SAP LN	SOUTH		39.44837	-84.42825	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	WINE SAP LN		RIGHT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	WINE SAP LN	NORTH		39.44929	-84.42807	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	WINE SAP LN		RIGHT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	GRANNY SMITH LN	EAST		39.44959	-84.42776	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	GRANNY SMITH LN		LEFT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	GRANNY SMITH LN	NORTH		39.45317	-84.42335	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	GRANNY SMITH LN		RIGHT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	TALL OAKS DR	WEST		39.45340	-84.42308	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	TALL OAKS DR		LEFT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	TALL OAKS DR	EAST		39.45271	-84.42112	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	TALL OAKS DR		LEFT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	HAMILTON MIDDLETOWN/SR4	SOUTH		39.45300	-84.42093	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	HAMILTON MIDDLETOWN/SR4		RIGHT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	HAMILTON MIDDLETOWN/SR4	NORTH		39.47150	-84.41859	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	HAMILTON MIDDLETOWN/SR4		LEFT				M6-1-12	12X9	-	0.75		
8	BUT	CITY OF MONROE	25	SOUTH MAIN ST	SOUTH		39.47209	-84.41911	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
8	BUT	CITY OF MONROE	25	SOUTH MAIN ST		RIGHT				M6-1-12	12X9	-	0.75		

ODOT AGREEMENT NO. _____
Local Consent Ordinance/Resolution No. _____

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND [insert Local Government], OHIO
FOR SIGN INSTALLATION AND MAINTENANCE**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the “ODOT” and the [insert Local Government], street address, municipality, Ohio zip, hereinafter referred to as the “LOCAL” and shall be referred to singularly as “party” and collectively as “parties”.

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with counties, municipal corporations, townships, and other subdivisions of the state in the improvement of public roads; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the LOCAL in an efficient manner that ODOT furnish certain signage for the LOCAL to install and maintain within its political subdivision limits.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

- 1.1 ODOT will furnish, at no cost to the LOCAL, US Bicycle Route Signage (M1-9a) for the LOCAL to install at locations identified in the USBR Signage Plan attached as Exhibit A within the LOCAL’s political subdivision limits.

2. OBLIGATIONS OF THE LOCAL

- 2.1 The LOCAL agrees to install the USBR Signs according to the USBR Signage Plan and in accordance with the Ohio Manual of Uniform Traffic Control Devices within ninety (90) days of receiving the USBR Signs from ODOT.
- 2.2 The LOCAL agrees to assume ownership of all the USBR Signs within its jurisdiction.
- 2.3 The LOCAL agrees to assume responsibility for relocating signage if US Bicycle Route alignments change overtime in their jurisdiction.
- 2.4 The LOCAL agrees to assume, at their sole cost, all future maintenance, repair, and replacement of the USBR Signage under this Agreement.

3. TERM OF AGREEMENT

- 3.1 This Agreement shall commence on date of last signature below and shall expire June 30, 2024, but in no case shall this Agreement extend beyond the current biennium.
- 3.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.
- 3.3 The maintenance, repair, replacement, and relocation responsibilities by the LOCAL of the USBR Signage will continue in perpetuity.

4. GENERAL PROVISIONS

- 4.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- 4.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 4.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.4 The State of Ohio and ODOT are self-insured.
- 4.5 Each party shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- 4.6 If the LOCAL breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.
- 4.7 ODOT and LOCAL agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement, with the exception of matters identified in this agreement requiring approval solely and finally by ODOT.
- 4.8 Ohio Ethics Law: The LOCAL and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

5. NOTICE

- 5.1 Notices under this agreement shall be directed as follows:

[Insert Local Government]
Street address
City, Ohio ZIP

Ohio Department of Transportation
District XX
Street address
City, OH ZIP

6. SIGNATURES

- 6.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this agreement.
- 6.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have caused this agreement to be executed as of the day and year last written below.

[Insert Local Government]

STATE OF OHIO
Department of Transportation

By: _____

By: _____

Jack Marchbanks, Director

Printed Name: _____

Date: _____

Title: _____

Date: _____

ORDINANCE NO. 2023-04

AN ORDINANCE REPEALING CHAPTER 284 OF THE CODIFIED ORDINANCES IN ITS ENTIRETY TO ELIMINATE THE AUDIT COMMITTEE.

WHEREAS, the Audit Committee has been inactive for several years; and

WHEREAS, due to the internal controls and oversight of the finances of the City of Monroe it is determined that the Audit Committee is no longer needed.

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

SECTION 1: Chapter 284 of the Codified Ordinances is hereby repealed in its entirety to eliminate the Audit Committee.

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: _____

Audit Committee

As a result of being placed in Fiscal Emergency by the Auditor of State in 2004, there were several recommendations made by the State Auditor and outlined in the Performance Audit in 2005. Following the Fiscal Emergency Declaration the City established the Audit Committee as recommended by the State Auditor. Several years have passed since that time and controls have been in place and continue to be reviewed. Over the last few years, the need for the Audit Committee has dwindled and has been inactive for the last two years.

The City has improved controls and reporting tremendously since 2004. The City now uses Munis Financial Software that includes many internal controls that assist staff with budget management and financial reporting and analysis. The Finance Committee of Council meets consistently on a monthly basis to discuss financial matters of the City including reviewing the monthly financial reports, audit reports, utility rates, etc. Finance staff reconciles all accounts monthly and provides revenue and expenditure information and a statement of cash position to the City Manager, Finance Committee and City Council monthly.

It is based on this that I am recommending that Council repeal the Ordinance establishing the Audit Committee.

Attached you will find the information from the State Auditor in the Performance Audit, the existing Ordinance related to the Audit Committee, and local jurisdiction committee comparisons.

Performance Audit

R2.15 The City should ensure that the primary responsibility of the Audit Committee is to oversee the independent audit of the City's financial statements, including the resolution of audit findings. The Committee should regularly report to Council on financial matters.

City Council has established an Audit Committee, which includes three professionals who are not part of City Council or City management but who are knowledgeable of City financial operations. However, annual City financial audits contain numerous citations and audit findings over a period of several years. The City Manager recently learned that Council was unaware of the reports and did not know they were supposed to receive the audit reports. While the Council relies on professionals to operate the daily functions of its government, it has an obligation to serve the community and protect the public interest through oversight of City government activities. Council members also have a fiduciary responsibility for city assets, finances and investments and must exercise good faith, due diligence, care and caution.

The National Committee on Fraudulent Financial Reporting (the Treadway Commission) has stated that audit committees can serve as "informed, vigilant and effective overseers of the...reporting and internal controls process." The Securities and Exchange Commission also recommends the implementation of audit committees and has furnished guidance on what the proper and effective functioning of an audit committee should constitute. An Audit Committee must have three important qualities: control of its agenda, ability to exercise diligence, and ability to ask the hard questions.

According to AOS Audit Advisory Memo 97-10, the Audit Committee should organize annually and do the following:

- The committee should meet with the audit team or its appropriate representative prior to the audit to review the scope and terms of the engagement.
- The committee should meet with the audit team or its appropriate representatives to review the results of the audit, preferably during the post audit conference.
- The committee should review and comment upon any material changes to internal control systems and accounting policies/procedures addressed in the engagement letter and audit reports.
- The committee should assist in selecting the independent professional accounting firm where the governmental agency has decided to pursue this option.
- The committee should review and evaluate any potential conflict of interest and ethical conflicts.
- The committee, in addition to pre-audit and post-audit meetings, should schedule meetings on an as-needed basis.

The Audit Committee should be knowledgeable about the financial and operational aspects of the city and, should receive sufficient and timely information. Audit committee members must devote sufficient time to obtain an adequate understanding of what the city's financial statements represent. To be vigilant, the Audit Committee should ask probing questions about the quality of the City's internal controls. This task requires the Committee maintain a current knowledge of developments affecting the city.

To be an effective independent oversight body, the Audit Committee must be positioned between senior management and the external auditors. This organizational structure allows the Audit Committee to question management's judgments about financial reporting matters and to suggest improvements in the internal control system. The Committee's charter should define its mission, duties, and responsibilities, and describe the processes for planning its annual agenda and documenting its findings and conclusions.

KPMG's Audit Committee Institute (ACI) recommends that audit committees be designed to fit the needs of a city. Members of the Committee should be selected with particular attention to those members with the skills and vigilance to be effective and objective. The Committee should continually evaluate the tone projected by management to ensure that city ethics and integrity are foremost in financial and operational reporting. ACI also recommends that audit committees develop processes that support internal controls, transparency, and reporting.

Creation of a strong Audit Committee as a sub-committee of the Council will help to ensure the integrity of the City's internal controls and the quality of the City's financial and operational reporting.

CHAPTER 284 AUDIT COMMITTEE

284.01. Powers and Duties.

The Audit Committee will serve in an advisory capacity between the City Council, the City's independent auditor, and City management. The primary functions of the Audit Committee are to review financial information, review the system of internal controls, and provide independent recommendations to City Council.

284.02. Appointments.

The Audit Committee will consist of five members appointed by City Council. The terms of the members shall be three-year terms. A vacancy occurring during the term of any member of the Audit Committee shall be filled for the unexpired term in the manner authorized for the original appointment.

284.03. Qualifications.

Each appointed member of the Audit Committee shall be a qualified elector of the City, or own a business or be employed in the City, at the time of appointment and throughout incumbency. Audit Committee members shall not be officials or employees of the City, nor be related by blood or marriage to any official or employee of the City. A majority of members shall have expertise in accounting, business finance, and/or law.

284.04. Meetings.

The Audit Committee shall meet in January of each year for the purpose of electing a chair and a member to sit on the Finance Committee of Council in a non-voting, advisory, capacity. Thereafter, the Audit Committee shall meet at least once quarterly at a time and place selected by a vote of its members.

284.05. Limitation and liability.

Neither the Audit Committee nor any individual member thereof shall incur any financial liability or responsibility in the name of, or on behalf of, the City by virtue of their activities as Audit Committee Members.

284.06. Amendments.

284.06. - Amendments.

Recommendations for amendments to these rules and regulations may be put forth by the Committee members to City Council for approval. The Audit Committee may enact supplemental rules and regulations by a simple majority vote, provided that no supplemental rules conflict with the rules and regulations contained herein."

Local Jurisdiction Committee Comparisons				
Municipality	Audit Committee?	Other Committee?	Members	Details
City of Centerville	No	Yes	3 - all Council	Finance & Long-Range Planning Committee
City of Fairfield	No	Yes	3 - all Council	Finance Committee
City of Franklin	No	Yes	3 - all Council	Finance Committee
City of Hamilton	No	Yes	all Council	Finance Committee - meets 2-3 times per year regarding the budget.
City of Mason	No	Yes	3 - all Council	Finance Committee
City of Middletown	No	No	N/A	N/A
City of Montgomery	Yes	Yes	3 - all Council	Financial Planning Committee reviews issues related to the City's finances and budget. The Committee also serves as the City's Audit Committee to review financial statements and the annual audit report with any responses from the State Auditor. The Committee would also address financial issues including property tax and levy questions, general taxation, indebtedness, appropriation of funds, wages and salaries of employees, and financial policy questions.
City of Trenton	Yes	No	N/A	Currently informal and does not have regularly scheduled meetings - the committee is not a requirement in their Code.

ORDINANCE NO. 2023-05

AN ORDINANCE AMENDING AND SUPPLEMENTING EXHIBIT “1” OF ORDINANCE NO. 2022-35 TO CREATE THE UNCLASSIFIED POSITIONS OF IT OPERATIONS MANAGER AND ECONOMIC DEVELOPMENT PROFESSIONAL; CHANGE THE TITLE OF FINANCIAL OPERATIONS MANAGER TO TECHNOLOGY SERVICES MANAGER, FINANCE SPECIALIST (TECHNOLOGY) TO TECHNOLOGY SUPPORT SPECIALIST, AND ASSISTANT FINANCE DIRECTOR TO FINANCE SERVICES MANAGER; AND INCLUDE AN AMENDMENT TO EXHIBIT “1” OF ORDINANCE 2022-06 TO REFLECT THE POSITION OF BATTALION CHIEF AS A CLASSIFIED POSITION.

WHEREAS, as a continued focus on organization development to support the Strategic Plan, Council desires to establish new positions for IT and economic development and changing the titles of three positions currently in the Department of Finance; and

WHEREAS, Ordinance No. 2022-06 established the position of Battalion Chief as an unclassified position and an amendment is necessary as the position is a classified position.

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

SECTION 1: Exhibit “1” of Ordinance No. 2022-35, attached hereto and made a part hereof, is hereby amended and supplemented to create the unclassified positions of IT Operations Manager and Economic Development Professional; change the title of Financial Operations Manager to Technology Services Manager, Finance Specialist (Technology) to Technology Support Specialist, and Assistant Finance Director to Finance Services Manager.

SECTION 2: Exhibit “1” of Ordinance No. 2022-06, attached hereto and made a part hereof, is hereby amended to reflect the position of Battalion Chief as a classified position.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

Exhibit "1" Ord No. 2023-05

TITLE	CLASS	POSITIONS	PAY GRADE
COUNCIL			
CLERK OF COURTS	C	1	3
CLERK OF COUNCIL	UC	1	1
CITY MANAGER'S OFFICE			
ASSISTANT CITY MANAGER	UC	1	10
HUMAN RESOURCES MANAGER	UC	1	7
TECHNOLOGY SERVICES MANAGER	UC	1	7
IT OPERATIONS MANAGER	UC	1	7
ASSISTANT TO CITY MANAGER (Econ Dev)	UC	1	6
ASSISTANT TO CITY MANAGER (Clerk of Council)	UC	1	5
HUMAN RESOURCES SPECIALIST	UC	1	5
ECONOMIC DEVELOPMENT PROFESSIONAL	UC	1	5
TECHNOLOGY SUPPORT SPECIALIST	UC	1	3
EXECUTIVE ASSISTANT	UC	1	2
ADMINISTRATIVE SUPPORT CLERK	UC	2	1
DEVELOPMENT			
DEVELOPMENT DIRECTOR	UC	1	9
ASSISTANT DEVELOPMENT DIRECTOR	UC	1	6
PLANNER	UC	1	5
CODE ENFORCEMENT INSPECTOR	UC	1	4
PLANNING & ZONING SPECIALIST	UC	1	3
FINANCE			
FINANCE DIRECTOR	UC	1	9
FINANCE ADMINISTRATOR	UC	1	7
FINANCIAL SERVICES MANAGER	UC	1	7
INCOME TAX ADMINISTRATOR	UC	1	6
FINANCE SPECIALIST (Payroll & Accounts Payable)	UC	2	3
INCOME TAX AUDITOR	UC	2	3
COMMUNITY SERVICES SPECIALIST	UC	3	2
UTILITY BILLING SPECIALIST	UC	2	2

FIRE			
FIRE CHIEF	UC	1	9
ASSISTANT FIRE CHIEF	UC	2	8
FIRE CAPTAIN	UC	1	7
EMS COORDINATOR	UC	1	7
BATTALION CHIEF	C	3	UNION SCALE
FIRE ADMINISTRATIVE ASSISTANT	UC	1	2
FIRE LIEUTENANT	C	6	UNION SCALE
FIREFIGHTER/PARAMEDIC/EMT	C	34	UNION SCALE
POLICE			
POLICE CHIEF	UC	1	9
POLICE CAPTAIN	UC	2	8
POLICE LIEUTENANT	UC	3	7
COMMUNICATIONS SUPERVISOR	UC	1	5
DISPATCHER	C	8	3
POLICE ADMINISTRATIVE ASSISTANT	UC	1	2
POLICE SERGEANT	C	4	UNION SCALE
PATROL OFFICER	C	29	UNION SCALE
PUBLIC WORKS			
PUBLIC WORKS DIRECTOR	UC	1	9
CIVIL ENGINEER	UC	1	8
ASSISTANT PUBLIC WORKS DIRECTOR	UC	1	7
PUBLIC WORKS SUPERINTENDENT	UC	2	6
GIS ANALYST	UC	1	6
CONSTRUCTION INSPECTOR	UC	1	4
PUBLIC WORKS ADMINISTRATIVE ASSISTANT	UC	2	2
LABORER	UC	8	PT
PUBLIC WORKS CREW LEADER	C	6	UNION SCALE
OPERATOR/LABORER	C	20	UNION SCALE

CLASS: C= CLASSIFIED UC= UNCLASSIFIED

Pay Grade	Pay Ranges			
	Minimum Annual	Maximum Annual	Minimum Hourly	Maximum Hourly
10	\$ 103,618.91	\$ 145,066.47	\$49.82	\$69.74
9	\$ 96,710.98	\$ 135,404.55	\$46.50	\$65.10
8	\$ 90,262.05	\$ 118,192.11	\$43.40	\$56.82
7	\$ 73,439.76	\$ 103,159.91	\$35.31	\$49.60
6	\$ 66,302.34	\$ 92,823.26	\$31.88	\$44.63
5	\$ 57,374.81	\$ 80,324.74	\$27.58	\$38.62
4	\$ 52,784.83	\$ 73,898.76	\$25.38	\$35.53
3	\$ 48,194.84	\$ 67,472.78	\$23.17	\$32.44
2	\$ 45,991.65	\$ 64,388.31	\$22.11	\$30.96
1	\$ 32,703.64	\$ 45,899.85	\$15.72	\$22.07
PT	\$ 11,474.96	\$ 18,359.94	\$11.03	\$17.65

CITY of MONROE
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 1 of 4

Employee Name:		Position Title:	Technology Services Manager
Shift:	Mon.-Fri. 8:00am-5:00pm	FLSA Status:	Exempt
Employment:	Full-time	Civil Service Status:	Unclassified
Department:	City Manager's Office	Reports To:	Assistant City Manager

GENERAL DESCRIPTION:

Under general direction, the Technology Services Manager is the administrator of the City's ERP system, responsible for providing technical assistance related to software functionality; data integrity; implementation of modules, upgrades, and updates to functionality; manages user training and documentation. The Technology Services Manager also oversees and assists with the City's portfolio of software applications and coordinates City-wide software solutions.

QUALIFICATIONS: An example of acceptable qualifications:

Bachelor's Degree from an accredited college or university with major course work in management of information systems, public administration, business administration or related field; five (5) years work experience managing local government finance and/or public safety information systems with at least two (2) years in a supervisory capacity; or any equivalent combination of education, experience, and training which provides the required knowledge, skills, and abilities.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Must possess a valid driver's license. Must remain insurable under the City's vehicle insurance policy. Must be bondable.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive:

Computers, telephone, fax machines, copiers, scanners, and other standard office equipment; motor vehicle.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

Employee ascends and/or descends ladders, stairs, or scaffolds; has exposure to chemical compounds found in an office environment (e.g., toner, correction fluid, etc.); works on and around powered platforms and/or vehicle mounted platforms (e.g., manlifts, fire trucks); is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas; is exposed to possible injury from extremely noisy conditions above 85db (e.g., loud sirens, screaming people, building alarms, etc.); is exposed to possible injury from hazardous gases, chemicals, flammables, air contaminants, hazardous waste, unclean or unsanitary conditions, electrical shock; exposed to possible injury from radiation; exposed to possible injury from explosions; is exposed to possible injury as a result of falling from high places; works in or around crowds; has contact with potentially violent or emotionally distraught persons or vicious animals or life threatening situations; has exposure to fire, hot, cold, wet, humid, or windy weather conditions; exposure to extreme non-weather related heat or cold; exposure to shaking objects or surfaces; exposure to second-hand smoke; exposure to hazardous driving conditions; works, first, second or third shift; is periodically exposed to blood and other bodily fluids, as well as other potentially infectious materials; uses eye and face protection for potential exposure to flying objects, respiratory protection for potential exposure to airborne contaminants, head protection for potential impacts of objects to the head, and occupational foot protection for potential impacts of objects to the feet; participants in medical and first aid activities; exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly (Constantly: activity or condition exists 2/3 or more of the time) to move objects. Physical demand requirements are in excess of those for

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Employee Name:

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Sedentary Work. Even though the weight lifted may be only a negligible amount, a job should be rated Light Work: (1) when it requires walking or standing to a significant degree; or (2) when it requires sitting most of the time but entails pushing and/or pulling of arm or leg controls; and/or (3) when the job requires working at a production rate pace entailing the constant pushing and/or pulling of materials even though the weight of those materials is negligible. NOTE: The constant stress and strain of maintaining a production rate pace, especially in an industrial setting, can be and is physically demanding of a worker even though the amount of force exerted is negligible.

Note: In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered light work.

In cases of emergency, unpredictable situations, and/or department needs, may be required to lift, push, pull, and/or carry objects heavier than D.O.L. strength ratings recommend.

JOB DESCRIPTION AND WORKER CHARACTERISTICS:

JOB DUTIES in order of importance

ESSENTIAL FUNCTIONS OF THE POSITION: For purposes of 42 USC 12101:

- 10% 1. Manages the daily activities of the City's technology services; makes recommendations as to the hiring, firing, advancement, promotion or any other change of status of subordinate employees; develops training materials and instructs employees; conducts performance evaluations; administers or recommends disciplinary action; approves time sheets and leave requests.
- 10% 2. Coordinates the implementation, upgrade and maintenance of all software solutions utilized by City departments. Assists the department technology lead members and IT Operations Manager with troubleshooting, support ticket resolution, reporting, process review, software selection, etc.
- 45% 3. Serves as administrator of the City's ERP system and leads all related upgrades and implementations; troubleshoots and maintains ERP system; administers training materials and instructs City employees on software functionality; assists departments with process review and mapping in conjunction with utilizing software functionality. Oversees disaster recovery efforts. Maintains confidentiality with regard to the information being processed, stored or accessed by the network.
- 20% 4. Assists departments with importing and exporting data as needed across various software platforms. Works with outside vendors to develop import/export file templates in an effort to minimize manual data entry when possible. Attends system administration training for various software solutions and coordinates software training opportunities between software vendors and department end users.

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Employee Name:

Position Title: Technology Services Manager

- 10% 5. Directs the preparation and administration of the annual budget for technology services; prepares and presents agenda items for the Technology Committee and/or City Council; directs the forecasting of additional funds needed to ensure adequate technology services, programs, activities, and related tools, supplies and equipment; prepares and recommends long-range plans for City technology needs; develops specific proposals for action on current and future City needs.
6. Attends meetings and serves on committees, as required; attends various meetings, seminars, and workshops.
7. Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
8. Demonstrates regular and predictable attendance; due to the nature of the job, the Technology Services Manager may be required to return to work after normal work hours or on weekends when assigned or when requested to do so.

OTHER DUTIES AND RESPONSIBILITIES:

- 5% 1. Performs other duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*indicates developed after employment)

Knowledge of: *City and Department goals and objectives; *City and Department policies and procedures; basic accounting; bookkeeping; finance; payroll practices and procedures; inventory control; City tax code; public relations; personnel administration; employee training and development; supervisory principles and practices; general office practices and procedures; English spelling, grammar, and punctuation.

Skill in: Use of modern office equipment; data entry; adding machine or calculator operation; computer operation; Microsoft Office, MUNIS and CRYSTAL reporting applications.

Ability to: Carry out instructions in written, oral, or picture form; deal with problems involving several variables with familiar context; exercise independent judgment and discretion; complete routine forms; prepare accurate documentation; compile reports; gather, collect, and classify information; add, subtract, multiply, and divide whole numbers; communicate effectively; respond to inquiries from public and/or officials; develop and maintain effective working relationships; travel to and gain access to worksite.

POSITIONS DIRECTLY SUPERVISED:

IT Operations Manager, Technology Support Specialist

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Employee Name:

Position Title: Technology Services Manager

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand and agree with the contents of this position description.

(Signature of Appointing Authority/Designee)

(Date)

(Signature of Employee)

(Date)

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Employee Name:		Position Title:	Technology Support Specialist
Shift:	Mon.-Fri. 8:00am-5:00pm	FLSA Status:	Non-exempt
Employment:	Full-time	Civil Service Status:	Unclassified
Department:	City Manager's Office	Reports To:	Technology Services Manager

GENERAL DESCRIPTION:

Under general supervision, the Technology Support Specialist is primarily responsible for providing technical assistance related to software functionality, data integrity, and user training for various software applications utilized throughout the City.

QUALIFICATIONS: An example of acceptable qualifications:

Associate's degree from an accredited college or university with major course work in Finance, Accounting, Computer Science, Public or Business Administration or related field; two (2) years' experience in the operation of an Enterprise Resource Planning (ERP) or information system; or any equivalent combination of related training and experience.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Must be bondable.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive:

Computers, multi-line telephone system, fax machines, copiers, scanners, and other standard office equipment.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

Employee ascends and/or descends ladders, stairs, or scaffolds; has exposure to chemical compounds found in an office environment (e.g., toner, correction fluid, etc.); works on and around powered platforms and/or vehicle mounted platforms (e.g., manlifts, fire trucks); is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas; is exposed to possible injury from extremely noisy conditions above 85db (e.g., loud sirens, screaming people, building alarms, etc.); is exposed to possible injury from hazardous gases, chemicals, flammables, air contaminants, hazardous waste, unclean or unsanitary conditions, electrical shock; exposed to possible injury from radiation; exposed to possible injury from explosions; is exposed to possible injury as a result of falling from high places; works in or around crowds; has contact with potentially violent or emotionally distraught persons or vicious animals or life threatening situations; has exposure to fire, hot, cold, wet, humid, or windy weather conditions; exposure to extreme non-weather related heat or cold; exposure to shaking objects or surfaces; exposure to second-hand smoke; exposure to hazardous driving conditions; works, first, second or third shift; is periodically exposed to blood and other bodily fluids, as well as other potentially infectious materials; uses eye and face protection for potential exposure to flying objects, respiratory protection for potential exposure to airborne contaminants, head protection for potential impacts of objects to the head, and occupational foot protection for potential impacts of objects to the feet; participants in medical and first aid activities; exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly (Constantly: activity or condition exists 2/3 or more of the time) to move objects. Physical demand requirements are in excess of those for Sedentary Work. Even though the weight lifted may be only a negligible amount, a job should be rated Light Work: (1) when it requires walking or standing to a significant degree; or (2) when it requires sitting most of the time but entails pushing and/or pulling of arm or leg controls; and/or (3) when the job requires working at a production rate pace entailing the constant pushing and/or pulling of materials even though the weight of those materials is negligible. NOTE: The constant stress and strain of maintaining a production rate pace, especially

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in an industrial setting, can be and is physically demanding of a worker even though the amount of force exerted is negligible.

Note: In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered light work.

In cases of emergency, unpredictable situations, and/or department needs, may be required to lift, push, pull, and/or carry objects heavier than D.O.L. strength ratings recommend.

JOB DESCRIPTION AND WORKER CHARACTERISTICS:

JOB DUTIES in order of importance

ESSENTIAL FUNCTIONS OF THE POSITION: For purposes of 42 USC 12101:

- | | |
|-----|---|
| 65% | 1. Help implement, operate, maintain, and update various City software applications; Test system upgrades and modifications as needed, and analyze data to help determine impact on assigned module(s); Help develop, coordinate, and test system modifications to address user needs; Troubleshoot problems at the application level and work with vendors, staff, and end users to resolve issues; Help identify and resolve ongoing functional and technical issues and recommend steps to safeguard the integrity of the database and the production files; Perform routine maintenance and updates. Assist in special projects to ensure data integrity. |
| 5% | 2. Develop and update methods to capture data from the City's information management systems to disseminate, track, query, and/or report information as requested by departments; Create, design, modify, and update reports using City software applications; Maintains confidentiality with regard to the information being processed, stored or accessed by the network. |
| 20% | 3. Assist in the following: install, configure, maintain, repair, update, and replace computers and servers, peripherals, cabling, hardware, software, network, security features, telephone systems, geographic information systems, and other equipment. |
| 5% | 4. Monitor disaster recovery file transfers, assist in the development of disaster recovery policies and procedures. Coordinate the various schedules to purge electronic records in the City's ERP system with the department users and the applicable records retention schedules. |
| 5% | 5. Perform process review to ensure efficient and effective use of resources; Recommend operational and procedural changes to the system as necessary; Analyze data from the City's ERP system and other financial software to provide improvement recommendations; Develop various procedure, technical, and training manuals for various processes; Maintain system and end user documentation and procedures. |

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6. Attends meetings and serves on committees, as required; attends various meetings, seminars, and workshops.
7. Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
8. Demonstrates regular and predictable attendance; due to the nature of the job, the –Technology Specialist must be available to return to work after normal work hours or on weekends when assigned or when requested to do so.

OTHER DUTIES AND RESPONSIBILITIES:

- 5% 1. Performs other duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*indicates developed after employment)

Knowledge of: *City and Department goals and objectives; *City and Department policies and procedures; basic accounting; bookkeeping; finance; budget policies and procedures; inventory control; public relations; general office practices and procedures; skill in communicating both orally and in writing; knowledge of City ERP and general software implementation; knowledge of databases, report writing, word processing and spreadsheet software; skill in establishing and maintaining effective working relationships with other department/section employees, vendors and public; ability to train personnel.

Skill in: Use of modern office equipment; data entry; adding machine or calculator operation; computer operation; Financial Software System, Microsoft Office and CRYSTAL applications.

Ability to: Carry out instructions in written, oral, or picture form; deal with problems involving several variables with familiar context; exercise independent judgment and discretion; complete routine forms; prepare accurate documentation; compile reports; gather, collect, and classify information; add, subtract, multiply, and divide whole numbers; communicate effectively; respond to inquiries from public and/or officials; develop and maintain effective working relationships; travel to and gain access to worksite.

POSITIONS DIRECTLY SUPERVISED:

None.

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Employee Name:

Position Title: –Technology Specialist

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand and agree with the contents of this position description.

(Signature of Appointing Authority/Designee)

(Date)

(Signature of Employee)

(Date)

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Employee Name:		Position Title:	IT Operations Manager
Shift:	Mon.-Fri. 8:00am-5:00pm: On Call	FLSA Status:	Non-exempt
Employment:	Full-time	Civil Service Status:	Unclassified
Department:	City Manager's Office	Reports To:	Technology Services Manager

GENERAL DESCRIPTION:

Under general direction, the IT Operations manager plans, organizes, and maintains the overall operations to ensure the stable operation of the City's IT infrastructure. This includes developing, maintaining, supporting, and optimizing key functional areas, particularly network infrastructure (low voltage wiring and LAN/WAN/WLAN operations), server infrastructure, and data and voice telecommunications systems. The IT Operations Manager will also schedule and direct activities to resolve hardware and software problems, and support end-user endpoint computing in a timely and accurate fashion. Coordinates repair and reconfiguration with vendors and other Information Technology associates, in-house and out. The IT Operations Manager is responsible for maximizing performance of the network, capacity planning and assisting with budget justification for necessary additions and upgrades to the network and other communications systems. Performs daily maintenance of software, hardware and peripherals; maintains and installs new hardware and software as necessary.

QUALIFICATIONS: An example of acceptable qualifications:

Bachelor's Degree from an accredited college or university with major course work in computer science, information technologies, management of information systems, or related field and five (5) years documented computer technology work experience consisting of network administration, installation, configuration, troubleshooting and support of Local and Wide Area Networks, which includes at least two (2) years in a local government or similar environment involving work with LEADS and other public safety applications; or any equivalent combination of education, experience, and training which provides the required knowledge, skills, and abilities.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Industry certifications such as CompTIA A+, Network+, Network Security+, Microsoft Certified System Engineer, Certified Professional, or Certified Systems Administrator. Must possess a valid driver's license. Must remain insurable under the City's vehicle insurance policy. Must be bondable.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive:

Personal computers, data servers, notebook computers, photocopiers, laser printers, plotter printers, scanners and digitizers, portable data input terminals, laser fax machine, telephone, cellular phone, two-way radios, other standard modern/business office equipment and common field data collection tools.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

Employee ascends and/or descends ladders, stairs, or scaffolds; has exposure to chemical compounds found in an office environment (e.g., toner, correction fluid, etc.); works on and around powered platforms and/or vehicle mounted platforms (e.g., manlifts, fire trucks); is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas; is exposed to possible injury from extremely noisy conditions above 85db (e.g., loud sirens, screaming people, building alarms, etc.); is exposed to possible injury from hazardous gases, chemicals, flammables, air contaminants, hazardous waste, unclean or

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Employee Name:**Position Title:** IT Operations Manager

unsanitary conditions, electrical shock; exposed to possible injury from radiation; exposed to possible injury from explosions; is exposed to possible injury as a result of falling from high places; works in or around crowds; has contact with potentially violent or emotionally distraught persons or vicious animals or life threatening situations; has exposure to fire, hot, cold, wet, humid, or windy weather conditions; exposure to extreme non-weather related heat or cold; exposure to shaking objects or surfaces; exposure to second-hand smoke; exposure to hazardous driving conditions; works, first, second or third shift; is periodically exposed to blood and other bodily fluids, as well as other potentially infectious materials; uses eye and face protection for potential exposure to flying objects, respiratory protection for potential exposure to airborne contaminants, head protection for potential impacts of objects to the head, and occupational foot protection for potential impacts of objects to the feet; participants in medical and first aid activities; Exerting 20 to 50 pounds of force occasionally, and/or 10 to 25 pounds of force frequently, and/or greater than negligible up to 10 pounds of force constantly to move objects. Physical Demand requirements are in excess of those for Light Work.

Note: In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered medium work.

In cases of emergency, unpredictable situations, and/or department needs, may be required to lift, push, pull, and/or carry objects heavier than D.O.L. strength ratings recommend.

JOB DESCRIPTION AND WORKER CHARACTERISTICS:
JOB DUTIES in order of importance

ESSENTIAL FUNCTIONS OF THE POSITION: For purposes of 42 USC 12101:

- 15% 1. Coordinate with Technology Services Manager and user departments to analyze and to determine information technology requirements. Research, think critically, provide guidance, answer questions, and anticipate needs in user departments. Work with department heads, staff, and third-party vendors to determine application specifications, identify appropriate compatibility with City needs, and provide cost effective solutions. Assists with managing and serving as liaison to the City's vendors and vendor contracts related to hardware, software, and IT services.
- 25% 2. Systems Engineer: proactive work to improve reliability, stability, and security of the IT environment, assisting in the design, configuration, deployment, and maintenance of applications, servers, storage, and network solutions. Provides recommendations to the City on potential IT solutions that will enhance operations and/or services and identifies opportunities for improvement in technology tools. This includes performing system maintenance, updates, and improvements during off work hours to minimize City wide disruption of services.
- 15% 3. IT Security Officer: coordinates with third party vendor to oversee cyber security and technology risk management across all City departments. Assist in creating and/or updating cyber security policies incorporating best practices and local, state and federal regulations.

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- 10% 4. Ensure business continuity and compliance with public records storage and abstraction requirements through maintaining backups, data protection, and disaster recovery policies and procedures. Perform internal audits to ensure integrity of strategies. Maintains confidentiality with regard to the information being processed, stored or accessed by the network.

- 20% 5. IT Helpdesk: onboarding and offboarding of employees, Office 365 management, user support and technical assistance, coordinates the install of computer hardware and cabling. Provides systems support after hours in the event any technical issues.

- 10% 6. Systems and Network Administrator: administration of the MS Windows Server environment, VMware environment, administration, management, and maintenance of the LAN/WAN/WLAN environment, firewall and VPN maintenance and support.

- 7. Assist in preparation of technology budget and cost-benefit analysis as appropriate. Develop and implement information technology plans and strategies based on overall vision for present and future needs; maintain and administer inventory of IT equipment; manage acquisition and appropriate disposal of assets; and develop and revise information system policies and procedures.

- 8. Attends meetings and serves on committees, as required; attends various meetings, seminars, and workshops.

- 9. Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.

- 10. Demonstrates regular and predictable attendance; may be required to work extra hours, evening hours, weekends and/or holidays as necessary; due to the nature of the job, the IT Operations Manager must be available to return to work after normal work hours or on weekends and/or holidays when called to do so.

OTHER DUTIES AND RESPONSIBILITIES:

- 5% 1. Performs other duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*indicates developed after employment)

Knowledge of: City goals and objectives;* City policies and procedures;* switches, routers, and hubs; Microsoft Office software; telephone/communication systems; computer hardware and software applications; network servers , VLAN and WAN protocols; web site development applications; department policies, procedures and practices; office practices and procedures; computer components and products; new product technology; active directory; SQL Server; project management; English Grammar and spelling.

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Employee Name:**Position Title:** IT Operations Manager

Skill in: hardware configuration, troubleshooting and diagnosing computer-related problems, creating reports; data entry; word processing; computer operation; use of modern office equipment; computer program applications (e.g., Microsoft Office 365); motor vehicle operation; use or operation of various hand tools.

Ability to: Interpret a variety of instructions in written, oral, picture, or schedule form; deal with problems involving several variables within familiar context; apply management principles to solve agency problems; define problems, collect data, establish facts, and draw valid conclusions; exercise independent judgment and discretion; understand, interpret, and apply laws, rules, or regulations to specific situations; recognize unusual or threatening conditions and take appropriate action; calculate fractions, decimals, and percentages; copy records precisely without error; prepare accurate documentation; compile and prepare reports; write instructions and specifications; use proper research methods to gather data; communicate effectively; train or instruct others; understand technical manuals and/or verbal instructions; understand a variety of written and/or verbal communications; handle sensitive inquiries from and contacts with officials and general public; cooperate with co-workers, clients, vendors, and general public; develop and maintain effective working relationships; resolve complaints; travel to and gain access to worksite; identify and distinguish colors.

POSITIONS DIRECTLY SUPERVISED:

None

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand and agree with the contents of this position description.

(Signature of Appointing Authority/Designee)

(Date)

(Signature of Employee)

(Date)

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Employee Name:		Position Title:	Financial Services Manager
Shift:	Mon.-Fri. 8:00am-5:00pm	FLSA Status:	Exempt
Employment:	Full-time	Civil Service Status:	Unclassified
Department:	Finance	Reports To:	Director of Finance

GENERAL DESCRIPTION:

Under general direction, the Financial Services Manager manages the revenue functions, the Utility Billing operations and Community Support services for the City.

QUALIFICATIONS: An example of acceptable qualifications:

Bachelor's Degree from an accredited college or university with major course work in accounting, public administration, business administration or related field; five (5) years work experience in public finance and accounting with at least two (2) years in a supervisory capacity; or any equivalent combination of education, experience, and training which provides the required knowledge, skills, and abilities.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Must be bondable.

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive:

Computers, telephone, fax machines, copiers, scanners, and other standard office equipment.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

Employee ascends and/or descends ladders, stairs, or scaffolds; has exposure to chemical compounds found in an office environment (e.g., toner, correction fluid, etc.); works on and around powered platforms and/or vehicle mounted platforms (e.g., manlifts, fire trucks); is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas; is exposed to possible injury from extremely noisy conditions above 85db (e.g., loud sirens, screaming people, building alarms, etc.); is exposed to possible injury from hazardous gases, chemicals, flammables, air contaminants, hazardous waste, unclean or unsanitary conditions, electrical shock; exposed to possible injury from radiation; exposed to possible injury from explosions; is exposed to possible injury as a result of falling from high places; works in or around crowds; has contact with potentially violent or emotionally distraught persons or vicious animals or life threatening situations; has exposure to fire, hot, cold, wet, humid, or windy weather conditions; exposure to extreme non-weather related heat or cold; exposure to shaking objects or surfaces; exposure to second-hand smoke; exposure to hazardous driving conditions; works, first, second or third shift; is periodically exposed to blood and other bodily fluids, as well as other potentially infectious materials; uses eye and face protection for potential exposure to flying objects, respiratory protection for potential exposure to airborne contaminants, head protection for potential impacts of objects to the head, and occupational foot protection for potential impacts of objects to the feet; participants in medical and first aid activities; exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly (Constantly: activity or condition exists 2/3 or more of the time) to move objects. Physical demand requirements are in excess of those for Sedentary Work. Even though the weight lifted may be only a negligible amount, a job should be rated Light Work: (1) when it requires walking or standing to a significant degree; or (2) when it requires sitting most of the time but entails pushing and/or pulling of arm or leg controls; and/or (3) when the job requires working at a production rate pace entailing the constant pushing and/or pulling of materials even though the weight of those materials is negligible. NOTE: The constant stress and strain of maintaining a production rate pace, especially

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Employee Name:

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in an industrial setting, can be and is physically demanding of a worker even though the amount of force exerted is negligible.

Note: In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered light work.

In cases of emergency, unpredictable situations, and/or department needs, may be required to lift, push, pull, and/or carry objects heavier than D.O.L. strength ratings recommend.

JOB DESCRIPTION AND WORKER CHARACTERISTICS:
JOB DUTIES in order of importance

ESSENTIAL FUNCTIONS OF THE POSITION: For purposes of 42 USC 12101:

- 25% 1. Manages the daily activities of the Utility Billing operations and Customer Support services; makes recommendations as to the hiring, firing, advancement, promotion, or any other change of status of subordinate employees; develops training materials and instructs employees; administers or recommends disciplinary action; conducts performance evaluations; approves time sheets and leave requests, assists Community Support and Utility Billing teams as needed.
- 20% 2. Manages accounts receivables and the collections of delinquent accounts; oversees the collection and processing of building permits for the Development Department; prepares various financial reports utilizing MUNIS, Crystal, and Excel applications. Analyzes revenue.
- 20% 3. Corresponds with residents regarding utility billing when escalated above the Utility Billing and Collections Specialist; prepares notifications of delinquencies and formulates and manages payment plan arrangements; assists with shut-off list processes for delinquent accounts; assists the Development Department with collection of building permits; processes payment files, balances daily collections, posts and verifies deposits.
- 10% 4. Monitors and records all EMS activity; acts as liaison to the City's 3rd party biller and clients regarding billing issues with EMS activity; records revenue received for EMS activity and compiles a spreadsheet for verification; monitors all bills from for EMS billing and reconciles to ensure fees accurately reflects revenue received; prepares PO and submits invoices to accounts payable.
- 10% 5. Develops and implements office best practices; analyzes and updates financial policies and procedures; assists with implementation of new finance department software; troubleshoots and maintains finance software as it relates to revenue collection and Utility Billing and Community Support.
- 5% 6. Performs relevant research to identify available grant opportunities and develops strategies to work with departments to implement grants for the organization.

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Employee Name:

Position Title: Financial Operations Manager

- 5% 7. Attends meetings and serves on committees, as required; attends various meetings, seminars, and workshops.
8. Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
9. Demonstrates regular and predictable attendance; due to the nature of the job, the Financial Services Manager may be required to return to work after normal work hours or on weekends when assigned or when requested to do so.

OTHER DUTIES AND RESPONSIBILITIES:

- 5% 1. Performs other duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*indicates developed after employment)

Knowledge of: *City and Department goals and objectives; *City and Department policies and procedures; basic accounting; bookkeeping; finance; payroll practices and procedures; inventory control; City tax code; public relations; personnel administration; employee training and development; supervisory principles and practices; general office practices and procedures; English spelling, grammar, and punctuation.

Skill in: Use of modern office equipment; data entry; adding machine or calculator operation; computer operation; Microsoft Office, MUNIS and CRYSTAL reporting applications.

Ability to: Carry out instructions in written, oral, or picture form; deal with problems involving several variables with familiar context; exercise independent judgment and discretion; complete routine forms; prepare accurate documentation; compile reports; gather, collect, and classify information; add, subtract, multiply, and divide whole numbers; communicate effectively; respond to inquiries from public and/or officials; develop and maintain effective working relationships; travel to and gain access to worksite.

POSITIONS DIRECTLY SUPERVISED:

Utility Billing & Collections Specialists, Community Services Specialists.

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand and agree with the contents of this position description.

Date Adopted _____
Date Revised _____

Developed by:
Clemans, Nelson & Associates, Inc.

{7/25/2018 DOCUMENT 00215879.DOCX }

CITY of MONROE
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 4 of 4

Employee Name:

Position Title: Financial Operations Manager

(Signature of Appointing Authority/Designee)

(Date)

(Signature of Employee)

(Date)

Date Adopted _____
Date Revised _____

Developed by:
Clemans, Nelson & Associates, Inc.

{7/25/2018 DOCUMENT 00215879.DOCX }

CITY of MONROE
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 1 of 4

Employee Name:		Position Title:	Economic Development Professional
Shift:	Mon.-Fri. 8:00am-5:00pm	FLSA Status:	Non-exempt
Employment:	Full-time	Civil Service Status:	Unclassified
Department:	Administration	Reports To:	Assistant to the City Manager – Economic Development

GENERAL DESCRIPTION:

Under general supervision, the Economic Development Professional assists with the administration of the City's economic development program and related operations and activities within the City Manager's Office.

QUALIFICATIONS: An example of acceptable qualifications:

Bachelor's Degree from an accredited college or university in public administration, or related field; five (5) years' work experience in local government, real estate, public finance, business administration, planning or similar field with increase in responsibility; comprehensive knowledge of the theory, principles and practices of community or economic development, public policy and good governance; and excellent writing and communication skills

LICENSURE OR CERTIFICATION REQUIREMENTS:

None

EQUIPMENT OPERATED: The following are examples only and are not intended to be all inclusive:

Computers, telephone console system, fax machines, copiers, scanners, and other standard office equipment.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

Employee ascends and/or descends ladders, stairs, or scaffolds; has exposure to chemical compounds found in an office environment (e.g., toner, correction fluid, etc.); works on and around powered platforms and/or vehicle mounted platforms (e.g., manlifts, fire trucks); is exposed to environmental conditions which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas; is exposed to possible injury from extremely noisy conditions above 85db (e.g., loud sirens, screaming people, building alarms, etc.); is exposed to possible injury from hazardous gases, chemicals, flammables, air contaminants, hazardous waste, unclean or unsanitary conditions, electrical shock; exposed to possible injury from radiation; exposed to possible injury from explosions; is exposed to possible injury as a result of falling from high places; works in or around crowds; has contact with potentially violent or emotionally distraught persons or vicious animals or life threatening situations; has exposure to fire, hot, cold, wet, humid, or windy weather conditions; exposure to extreme non-weather related heat or cold; exposure to shaking objects or surfaces; exposure to second-hand smoke; exposure to hazardous driving conditions; works, first, second or third shift; is periodically exposed to blood and other bodily fluids, as well as other potentially infectious materials; uses eye and face protection for potential exposure to flying objects, respiratory protection for potential exposure to airborne contaminants, head protection for potential impacts of objects to the head, and occupational foot protection for potential impacts of objects to the feet; participants in medical and first aid activities; exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly (Constantly: activity or condition exists 2/3 or more of the time) to move objects. Physical demand requirements are in excess of those for Sedentary Work. Even though the weight lifted may be only a negligible amount, a job should be rated Light Work: (1) when it requires walking or standing to a significant degree; or (2) when it requires sitting most of the time but entails pushing and/or pulling of arm or leg controls; and/or (3) when the job requires working at a production rate pace entailing the constant pushing and/or pulling of materials even though the weight of those

Date Adopted

CITY of MONROE
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 2 of 4

Employee Name:	Position Title:	Economic Development Professional
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materials is negligible. NOTE: The constant stress and strain of maintaining a production rate pace, especially in an industrial setting, can be and is physically demanding of a worker even though the amount of force exerted is negligible.

Note: In accordance with the U.S. Department of Labor physical demands strength ratings, this is considered light work.

In cases of emergency, unpredictable situations, and/or department needs, may be required to lift, push, pull, and/or carry objects heavier than D.O.L. strength ratings recommend.

JOB DESCRIPTION AND WORKER CHARACTERISTICS:
JOB DUTIES in order of importance

ESSENTIAL FUNCTIONS OF THE POSITION: For purposes of 42 USC 12101:

- 20% 1. Data Management and Analysis: Reviews and analyzes the City's current commercial/industrial mix regarding current impact on City services, revenue generation, community benefits, financial status, and growth potential; assists in developing fact-based strategies that implement the community's goals; develops and maintains robust internal and external databases for available properties; uses the office's CRM (customer relationship management) system to track company contacts and projects.

- 20% 2. City Marketing and Promotion: Promotes economic development in the Monroe Area through personal contacts with existing businesses, real estate professionals, and professional development groups; develops and maintains website and marketing materials that present Monroe as an attractive community locate and grow a business; works collaboratively to promote the community's assets and successes within the Monroe Area business community.

- 20% 3. Program Development and Compliance: Assists in identifying potential programs to support economic development, as well as the opportunities, challenges, costs, timing, and other key issues relative to the implementation of those programs; tracks and monitors data relative to the City's economic development implementation; audits company performance on an annual (or more regular) basis and manages compliance program within the City's incentive agreements; develops and presents information to the Butler County and Warren County Tax Incentive Review Committee; assists with managing grant opportunities from application through closure.

- 15% 4. Business Retention: Meets with companies to better understand their operations, provide a point of contact with the community, facilitate their growth and retention through technical support, and solicit feedback on market and regional/local pressures that may affect the company's viability.

- 10% 5. Business Attraction: Assists in identifying businesses that would be beneficial to the community and reviewing possible locations for the new businesses; responds to lead emails generated through brokers and other economic development organizations; assists with maintaining

Date Adopted

CITY of MONROE
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 3 of 4

Employee Name:	Position Title:	Economic Development Professional
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incentive programs that reflect the goals of the community and market trends; assists with creating incentive packages and agency support structures that are appropriate for the type and size of the potential business.

- 10% 6. Communication: Is available to businesses and other agency staff for questions, correspondence, and engagement in support of the business community; shares information with community groups, City leadership, economic development organizations, and others in a developed and professional manner.
7. Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
8. Demonstrates regular and predictable attendance.
9. Attends meetings and serves on committees, as required; attends various seminars and workshops.

OTHER DUTIES AND RESPONSIBILITIES:

- 5% 1. Performs other duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*indicates developed after employment)

Knowledge of: Technical competence in the field of business development, specifically local and regional markets, real estate, construction practices, finance, and public and private incentive programs; knowledge of the Monroe Area community and familiarity with the region*; strategic planning; local and regional commercial/industrial goals and objectives; grant proposal writing and availability; public relations; basic office method and procedures; management practices; consultive services to business and industry; City planning and zoning ordinances/regulations; database management techniques; potential grant resources and means of identification; processes required for obtaining grant revenues (including application, hearings, presentations, follow-up, and reporting); grant opportunity identification, management, and compliance; marketing strategy development and execution; plan and policy development; budgetary practices and procedures*

Skill in: Operating a personal computer and using basic word processing, database, email, contact management, and spreadsheet programs; using development-related software and websites, including GIS, county property records, and similar platforms; reading and understanding site plans, legal documents and business plans; developing effective policies and strategies to maintain/expand the business base of the City; facilitating group consensus and publicly speaking to a wide variety of audiences; monitoring compliance of grant programs, incentive programs, and similar processes

Ability to: maintain project confidentiality; interpret and apply local and state laws and ordinances; define problems, collect data, establish facts and draw valid conclusions; conduct surveys and prepare accurate and concise reports; represent the department to governmental officials, community groups and the media; present a positive and professional image to the public; respond to inquiries from the public and officials in an

Date Adopted

CITY of MONROE
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 4 of 4

Employee Name:	Position Title:	Economic Development Professional
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appropriate fashion; communicate effectively, both orally and in writing; exercise sound judgment in evaluating situations and in making decisions; follow verbal and written instructions; prepare and maintain accurate documentation; develop and maintain working relationships with stakeholders, the businesses community, co-workers, elected officials, and the general public; coordinate projects across multiple departments or agencies; manage projects with limited supervision; supervise others on a project-specific basis; travel by car or plane as needed for project and program development; actively seek to continuously grow knowledge of successful economic development projects and programs.

POSITIONS DIRECTLY SUPERVISED:

None.

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand and agree with the contents of this position description.

(Signature of Appointing Authority/Designee)

(Date)

(Signature of Employee)

(Date)

Date Adopted

ORDINANCE NO. 2023-06

AN ORDINANCE AUTHORIZING THE SALE AND TRADE IN OF CERTAIN PERSONAL PROPERTY NO LONGER NEEDED FOR MUNICIPAL PURPOSE.

WHEREAS, Ohio Revised Code Section 721.15 authorizes the sale and trade in of personal property not needed for municipal purposes.

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

SECTION 1: Council hereby authorizes the sale of a 2009 asphalt hotbox and the trade in of a 2010 asphalt roller not needed for municipal purposes and valued at or over \$1,000.

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: _____





CAUTION
HOT



BOMAG
FAYAT GROUP

386



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Kevin Majors

Ag-Pro Companies
7550 Us 68 North
Wilmington, OH 45177

Tel: 937-486-5211

Fax: 937-486-5221

Email: kevinmajors@jdequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Companies
7550 Us 68 North
Wilmington, OH 45177
937-486-5211
WWilmingtonGM@agproco.com

Quote Summary**Prepared For:****Delivering Dealer:****Ag-Pro Companies**

Kevin Majors
7550 Us 68 North
Wilmington, OH 45177
Phone: 937-486-5211
kevinmajors@jdequipment.com

Quote ID: 28029600
Created On: 09 January 2023
Last Modified On: 09 January 2023
Expiration Date: 10 February 2023

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE 5090E OOS TRACTOR FT4 Contract: OH STS515 AG Mach, Mowers, Tractors 800750 (PG 6G CG 22) Price Effective Date: January 6, 2021	\$ 44,656.00 X	1 =	\$ 44,656.00
JOHN DEERE FC15R Flex Wing Rotary Cutter Contract: OH STS515 AG Mach, Mowers, Tractors 800750 (PG 6G CG 22) Price Effective Date: November 3, 2021	\$ 24,477.75 X	1 =	\$ 24,477.75
Equipment Total			\$ 69,133.75

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 69,133.75
Trade In	
SubTotal	\$ 69,133.75
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 69,133.75
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 69,133.75

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Ag-Pro Companies
7550 Us 68 North
Wilmington, OH 45177
937-486-5211
WWilmingtonGM@agproco.com

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



Selling Equipment

Quote Id: 28029600

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Ag-Pro Companies
7550 Us 68 North
Wilmington, OH 45177
937-486-5211
WWilmingtonGM@agproco.com

JOHN DEERE 5090E OOS TRACTOR FT4

Hours:

Stock Number:

Contract: OH STS515 AG Mach, Mowers, Tractors 800750
(PG 6G CG 22)Selling Price *
\$ 44,656.00

Price Effective Date: January 6, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
08ANP	5090E OOS TRACTOR FT4	1	\$ 54,203.00	20.00	\$ 10,840.60	\$ 43,362.40	\$ 43,362.40
Standard Options - Per Unit							
182A	Less AutoTrac™/Less ISOBUS	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLink™ Hardware	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Packaging	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	PowrReverser™ 12F/12R with 540/540E PTO	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
1799	Less Loader Prep	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Open Operator Station	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
2110	Mechanical Suspension Seat	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
3020	Vertical Exhaust	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Stackable Rear SCV's with Lever Control	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid Valves	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
5112	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (Mechanical Front Wheel Drive)	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
6118	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Technology Options/Non-Contract/Open Market							
1900	Less Display	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Confidential



Selling Equipment



Quote Id: 28029600

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Companies
7550 Us 68 North
Wilmington, OH 45177
937-486-5211
WWilmingtonGM@agproco.com

Dealer Attachments/Non-Contract/Open Market							
LVB25334	Canopy - Standard	1	\$ 597.30	0.00	\$ 0.00	\$ 597.30	\$ 597.30
LVB25332	Canopy Mounting Bracket and Hardware Kit	1	\$ 92.40	0.00	\$ 0.00	\$ 92.40	\$ 92.40
BW16009	Hood Guard	1	\$ 603.90	0.00	\$ 0.00	\$ 603.90	\$ 603.90
Dealer Attachments Total			\$ 1,293.60		\$ 0.00	\$ 1,293.60	\$ 1,293.60
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 55,496.60		\$ 10,840.60	\$ 44,656.00	\$ 44,656.00

JOHN DEERE FC15R Flex Wing Rotary Cutter

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: OH STS515 AG Mach, Mowers, Tractors 800750
(PG 6G CG 22)

\$ 24,477.75

Price Effective Date: November 3, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22F0P	FC15R Flex Wing Rotary Cutter	1	\$ 31,804.00	25.00	\$ 7,951.00	\$ 23,853.00	\$ 23,853.00
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1210	Torsional Suspension	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2541	Inward Rotation	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3025	6 Pneumatic Tires - (Double center, single on wings) - Severe duty ag tires	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3603	540 RPM - 125 HP Gearbox - Commercial duty - Inward rotation	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5140	Swivel Hitch	1	\$ 525.00	25.00	\$ 131.25	\$ 393.75	\$ 393.75
5280	Rigid Casting Tongue	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE



Selling Equipment

Quote Id: 28029600

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Companies
7550 Us 68 North
Wilmington, OH 45177
937-486-5211
WWilmingtonGM@agproco.com

9400	Front Safety Shield - Second row chain	1	\$ 154.00	25.00	\$ 38.50	\$ 115.50	\$ 115.50
9410	Rear Safety Shield - Second row chain	1	\$ 154.00	25.00	\$ 38.50	\$ 115.50	\$ 115.50
Standard Options Total			\$ 833.00		\$ 208.25	\$ 624.75	\$ 624.75
Total Selling Price			\$ 32,637.00		\$ 8,159.25	\$ 24,477.75	\$ 24,477.75



SOURCEWELL DETAILED EQUIPMENT QUOTE

JANUARY 10, 2023

SALESPERSON: Scott Runnells
CUSTOMER CONTACT:
SOURCEWELL CONTRACT # 080521-KMI

QUOTE PREPARED FOR:

CITY OF MONROE
233 S MAIN ST
PO BOX 330
MONROE, OH 45050
P: 513-539-7374 EXT1013

SELLING BRANCH:

404 Brearden Rd., Monroe, OH 45050
Branch: (513) 539-9214
Mobile: (513) 519-6855
Email: srunnells@southeasternequip.com

QUOTE INFORMATION:

Account Number: 566270

Eq #/ Item #	Product Description	Hours	Product Notes	List Price	Discount %	Sourcewell Total Price
KM8000TEDD	* KM INTERNATIONAL 4 TON TRAILER MOUNTED ASPHALT HOT BOX * MODEL: KM 8000TEDD * ELECTRIC BRAKE * DIESEL * DUMP BED * TOOL RACK: 4 HOLE RACK * ELECTRIC LOADING HOIST WITH REMOTE * EXTENDED TRAILER (ADDITIONAL 2' FOR TOTAL TRAILER LENGTH OF 20') * PLATE COMPACTOR BASKET: 24" X 28" * 30 GALLON HEATED TACK TANK * DIRECTIONAL LIGHT BAR ARROW BOARD		KM INTERNATIONAL 4 TON TRAILER MOUNTED ASPHALT HOTBOX	\$42,460.00	%	\$42,460.00
Total Sourcewell Price						\$42,460.00

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 1 YEAR

Delivery Method: Customer Truck
Delivery Date:
Delivery Info:



TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
Total Trade-In Estimate				0

Finance Rate Options (Estimate Only)			
	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

QUOTE TOTALS*	
Total Equipment Price	\$42,460.00
Estimated Trade-In Allowance	\$0.00
Trade-In Difference	\$42,460.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	\$1,750.00
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$44,210.00
Sales Tax	
FET Tax	
Total Amount Due	\$44,210.00
Down Payment	
Estimated Balance Due	\$44,210.00

This quote is based upon market rates at the time the quotation is made. Due to the large fluctuation in the market and surcharges that may be issued by the manufacturer, Purchaser agrees that the Seller will pass along any manufacturer price increases and/or surcharges to the Purchaser as if such price increases and surcharges are part of the original Quote and Sales Order. Seller will invoice Purchaser for the quoted price plus any increases and/or surcharges and Purchaser agrees to pay the invoiced amount as the agreed-upon price.

SOURCEWELL PRICE GUIDE- ASPHALT HOTBOX RECLAIMERS & OPTIONS

PRICES EFFECTIVE JUNE 28, 2022

F.O.B. NORTH BRANCH, MICHIGAN - PREPAID & ADDED
PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE

Sourcewell Contract Contract #080521-KMI

Sourcewell 

MODEL	DESCRIPTION	MSRP PRICE	SOURCEWELL PRICE
SKID MOUNTED ASPHALT HOTBOX RECLAIMERS			
KM 4000SXPX	2 Ton Skid Mount - Propane	\$ 13,296.85	\$ 11,305.00
KM 4000SXD	2 Ton Skid Mount - Diesel	\$ 18,534.31	\$ 15,755.00
KM 8000SXPX	4 Ton Mount - Propane	\$ 20,280.13	\$ 17,240.00
KM 8000SXD	4 Ton Skid Mount - Diesel	\$ 24,842.16	\$ 21,120.00
KM 1000SXPX	½ Ton Skid Mount- Propane	\$ 9,272.88	\$ 7,885.00
2 TON TRAILER MOUNTED ASPHALT HOTBOX RECLAIMER			
KM 4000TEPX	2 Ton Trailer Mount - Electric Brake - Propane	\$ 20,280.13	\$ 17,240.00
KM 4000TEPD	2 Ton Trailer Mount - Electric Brake - Propane - Dump	\$ 24,786.62	\$ 21,920.00
KM 4000TEDX	2 Ton Trailer Mount - Electric Brake - Diesel	\$ 23,571.43	\$ 20,040.00
KM 4000TEDD	2 Ton Trailer Mount - Electric Brake - Diesel - Dump	\$ 29,547.26	\$ 25,120.00
KM 4000THPX	2 Ton Trailer Mount - Hydraulic Brake - Propane	\$ 22,025.95	\$ 18,725.00
KM 4000THPD	2 Ton Trailer Mount - Hydraulic Brake - Propane - Dump	\$ 30,348.65	\$ 25,800.00
KM 4000THDX	2 Ton Trailer Mount - Hydraulic Brake - Diesel	\$ 25,242.84	\$ 21,460.00
KM 4000THDD	2 Ton Trailer Mount - Hydraulic Brake - Diesel - Dump	\$ 31,287.38	\$ 26,595.00
4 TON TRAILER MOUNTED ASPHALT HOTBOX RECLAIMER			
KM 8000TEPX	4 Ton Trailer Mount - Electric Brake - Propane	\$ 26,994.38	\$ 22,950.00
KM 8000TEPD	4 Ton Trailer Mount - Electric Brake - Propane - Dump	\$ 33,840.29	\$ 28,765.00
KM 8000TEDX	4 Ton Trailer Mount - Electric Brake - Diesel	\$ 30,886.70	\$ 26,255.00
KM 8000TEDD	4 Ton Trailer Mount - Electric Brake - Diesel - Dump	\$ 37,206.00	\$ 31,630.00
KM 8000THPX	4 Ton Trailer Mount - Hydraulic Brake - Propane	\$ 29,547.29	\$ 25,120.00
KM 8000THPD	4 Ton Trailer Mount - Hydraulic Brake - Propane - Dump	\$ 36,404.64	\$ 30,945.00
KM 8000THDX	4 Ton Trailer Mount - Hydraulic Brake - Diesel	\$33,170.58	\$ 28,195.00
KM 8000THDD	4 Ton Trailer Mount - Hydraulic Brake - Diesel - Dump	\$ 40,153.86	\$ 34,135.00

Click on the Model Number to View Picture of the Unit

MISCELLANEOUS HOTBOX TRAILER OPTIONS			
OPTION NAME	DESCRIPTION	MSRP PRICE	SOURCEWELL PRICE
Solvent Tank	7 Gallon Utility Solvent Tank - Mounted on Trailer	\$ 520.88	\$ 445.00
Tool Rack	4 Hole Tool Rack - Mounted on Trailer	\$ 406.40	\$ 350.00
Spare Tire, Loose	ST235/80R16 Tire & Rim - Not Mounted on Trailer	\$ 366.34	\$ 315.00
Spare Tire, Mounted	ST235/80R16 Tire & Rim - Mounted on Trailer	\$ 726.95	\$ 620.00
60 Lb. Cylinders	60 lb. Propane Cylinders	\$ 452.20	\$ 385.00
100 Lb. Cylinders	100 lb. Propane Cylinders	\$ 721.22	\$ 615.00
Hoist - Manual	Loading Hoist/ Winch & Davit - Manual Operation	\$ 2,215.19	\$ 1,885.00
Hoist - 12 V	Loading Hoist / Winch & Davit - 12 V Powered – Remote	\$ 3,898.04	\$ 3,315.00
Torch (LP Unit)	Hand Torch W Retractable Hose Reel	\$ 2,152.22	\$ 1,830.00
Torch (Diesel Unit)	Hand Torch W Retractable Hose Reel	\$ 2,152.22	\$ 1,830.00
Low Temp Thermostat	Allows Heating of Cold Patch 60-250* F	\$ 1,682.86	\$ 1,435.00
Wash Down Spray System	12V Pump, 2.2 GPM, 7 PSI, 1 Gallon Tank, Rear Mounted Hose Wrap w/Spray Wand (KM 8000T only)	\$ 2,277.00	\$ 1,935.00
Extended KM 8000 Trailer	Adds 2 Ft. to overall length (20 Ft total)	\$ 704.00	\$ 600.00
Extended KM 4000 Trailer	Adds 2 Ft. to overall length (16 Ft total). Adds Additional 7K Axle	\$ 2,014.85	\$ 1,715.00
Mounted Deck for 2-18x	Deck Mounted to fit KM 2-18x on Front of Hotbox Trailers. Required Extended Trailer Option	\$ 383.51	\$ 330.00
24 Hour Timer	24 Hour Timer, 110 Volt Powered	\$ 1,587.60	\$ 1,350.00
Heated Shovel Deck	Heated Shovel Deck	\$ 829.98	\$ 710.00
5 Gallon Bucket Holder	5 Gallon Bucket Holder	\$ 391.00	\$ 335.00
Plate Compactor Basket	24" x 28" Mounting Basket for Plate Compactor	\$ 391.00	\$ 335.00
Roller Cradle Basket	Roller Cradle for BOMAG BW55E Roller or Similar Model	\$ 391.00	\$ 335.00
TACK TANK OPTIONS			
30-Gal Tack	30 Gallon Heated Tack Tank 10,000 Btu Propane Burner. Extended Trailer Option Recommended	\$ 5,306.15	\$ 4,515.00
Spray Tack Unit	¾ Roper Pump, Spray Wand and 5.5 HP Honda Engine	\$ 5,203.12	\$ 4,425.00
Tack Tank Skid	Tack Tank Skid Deck. Requires Extended Trailer, KM 2-18X Deck, Tack Tank Options	\$ 689.00	\$ 585.00
LIGHTING OPTIONS			
Work Lights	2 Work Lights Mounted and Switched	\$ 486.54	\$ 415.00
Strobe Light	Amber Strobe Light, Mounted and Switched	\$ 417.85	\$ 360.00
Light Bar	Directional Arrow Board & Controller - Mounted on Unit	\$ 2,014.85	\$ 1,715.00
Rear Mounted Fender Strobes	4" Amber Strobe Lights Mounted in Rear Fenders. KM 8000T Only	\$ 915.84	\$ 780.00
SKID MOUNTED UNIT OPTIONS			
Bottle Rack	Bottle Rack to Fit Two 30lb Propane Cylinders	\$ 875.77	\$ 745.00
Extended Pigtails	8" Pigtails for Skid Mounted Hotbox Units	\$ 103.03	\$ 90.00

Click On the Option Name to View a Picture

42,460 SOURCEWELL PURCHASE PRICE
1,250 FREIGHT
500 ADI
44,210.00



SOURCEWELL DETAILED EQUIPMENT QUOTE

JANUARY 12, 2023

SALESPERSON: Scott Runnells
CUSTOMER CONTACT:
SOURCEWELL CONTRACT # 032119-BAI

QUOTE PREPARED FOR:

CITY OF MONROE
233 S MAIN ST
PO BOX 330
MONROE, OH 45050
P: 513-539-7374 EXT1013

SELLING BRANCH:

404 Breden Rd., Monroe, OH 45050
Branch: (513) 539-9214
Mobile: (513) 519-6855
Email: srunnells@southeasternequip.com

QUOTE INFORMATION:

Account Number: 566270

Eq #/ Item #	Product Description	Hours	Product Notes	List Price	Discount %	Sourcewell Total Price
18893PO-10157	2022 BOMAG BW120SL-5		BW 120 SL-5 Emission stage: Stage V / TIER4f only for USA 880 000 70 S19 ROPS, hinged 880 008 61 FS33 Sliding seat plus extras incl. double driving lever 880 008 86 E16 Rotary beaon Rotary beaon with bayonet lock	\$44,587.00	%	\$44,587.00
Total Sourcewell Price						\$44,587.00

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 1 YEAR

Delivery Method: Customer Truck
Delivery Date:
Delivery Info:



TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
2010	861800021533	BOMAG	BW900-2	\$5,000.00
Total Trade-In Estimate				\$5,000.00

QUOTE TOTALS*	
Total Equipment Price	\$44,587.00
Estimated Trade-In Allowance	\$5,000.00
Trade-In Difference	\$39,587.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	\$1,900.00
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$41,487.00
Sales Tax	
FET Tax	
Total Amount Due	\$41,487.00
Down Payment	
Estimated Balance Due	\$41,487.00

Finance Rate Options (Estimate Only)			
	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

This quote is based upon market rates at the time the quotation is made. Due to the large fluctuation in the market and surcharges that may be issued by the manufacturer, Purchaser agrees that the Seller will pass along any manufacturer price increases and/or surcharges to the Purchaser as if such price increases and surcharges are part of the original Quote and Sales Order. Seller will invoice Purchaser for the quoted price plus any increases and/or surcharges and Purchaser agrees to pay the invoiced amount as the agreed-upon price.

Machine	Option	Description	Mat.No.	Price (USD)	
Basic product		BW 120 SL-5 <i>Emission stage: Stage V / TIER4f only for USA</i>	880 000 70	52,262	•
Factory kit	Option	Description	Mat.No.	Price (USD)	
Operator platform	S19	ROPS, hinged	880 008 61	2,338	•
Operator platform accessories	FS33	Sliding seat plus extras <i>incl. double driving lever</i>	880 008 86	1,767	•
Safety standards	E16	Rotary beacon <i>Rotary beacon with bayonet lock</i>	880 006 54	332	•
Field installation kit	Option	Description	Mat.No.	Price (USD)	

	Total price	56,689 USD
	Total price incl. discount	40,533 USD
	Total price incl. discount + material surcharge (10.0%)	44,587 USD

Customer	Sourcewell Quote to City/County/Township/MUNI		
Customer ID			
Quantity	1	Trade	28.50%
Order date	Quoted 14 2023	Volume	0.00%
Shipping address			
Delivery date (requested)		PDI	
Transport organized by	Freight is estimated and subject to increase at \$1300	Freight (customer)	
Special options/Agreements		Estim. Freight	see zone rate
Comment	Sourcewell Contract No. 032119-BAI	Misc.	

Quote Date: Jan 04 2023

Version 3.0 (01/JAN/2023)

Standard equipment

- Hydrostatic travel and vibration drive
- Pressure sprinkler system with interval switch
- 2 scrapers per drum, spring loaded and tiltable
- Multi function travel lever
- Multi-function display incl. operating hour meter
- Water level
- Electronic fuel gauge
- Emergency STOP
- Individual control, vibration
- Intelligent Vibration Control (IVC)
- Integrated stowage compartment
- Adjustable operator's seat
- Lashing eyes, galvanized
- Back-up alarm
- Single point lifting device
- Vandalism protection
- Lockable engine cover
- Working lights, front and rear
- 12 V socket
- Seat contact switch

Sourcewell 

44,587
1,300 FRT
600 PDI
46,487

Notes:

- Option included in standard configuration
- Option can be ordered additionally/alternatively
- o.R. Price on Request

Important:



BOMAG
FAYAT GROUP

TANDEM VIBRATORY ROLLER BW100SL-5 and BW120SL-5



KEY FEATURES

- Tier 4 final Kubota diesel engine without exhaust after-treatment system
- Easy & simple operations
- Wind protected water spray nozzles
- No daily grease points
- High frequency: 72Hz / 4320 VPM
- Maintenance free articulation



BOMAG
FAYAT GROUP

www.bomag.com/us

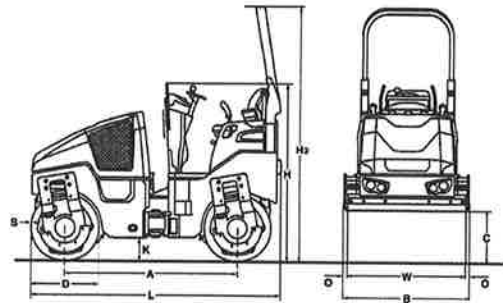
Technical Data

BW 100 SL-5, BW 120 SL-5

Shipping dimensions in ft' (m')

BW 100 SL-5 247 (7)

BW 120 SL-5 293 (8.3)



Standard Equipment

- ☒ Foldable ROPS with seat belt
- ☒ Hydrostatic travel and vibration drive
- ☒ Pressure sprinkler system with interval switch
- ☒ Suspended operator's platform
- ☒ 2 scrapers per drum, spring loaded and tiltable
- ☒ Multi-function travel lever
- ☒ Multi-function display incl. operating hour meter
- ☒ Water level
- ☒ Fuel level
- ☒ Electric fuel gauge
- ☒ Emergency STOP
- ☒ Individual control, vibration
- ☒ Intelligent Vibration Control (IVC)
- ☒ Integrated stowage compartment
- ☒ Adjustable operator's seat
- ☒ Lashing eyes, galvanized
- ☒ Back-up alarm
- ☒ Single point lifting device
- ☒ V-belt protection
- ☒ Vandalism protection
- ☒ Lockable engine hood made of composite material
- ☒ Working lights front and rear
- ☒ 12V socket
- ☒ Seat contact switch
- ☒ Plastic water tank
- ☒ Bolt-on oscillating/articulating joint

Optional Equipment

- ☐ Indicator and hazard lights
- ☐ Rotary beacon
- ☐ Battery disconnection switch
- ☐ Sliding seat
- ☐ ECONOMIZER
- ☐ Burglary protection
- ☐ Special paint

Dimensions in inches (mm)

	A	B	C	D	H	H2	K	L	O	S	W
BW 100 SL-5	69	42	20.6	27.6	71.2	101	10	99.6	1.4	0.4	39.4
	(1752)	(1072)	(523)	(700)	(1808)	(2568)	(254)	(2529)	(36)	(10)	(1000)
BW 120 SL-5	69	50	20.6	27.6	71.2	101	10	99.6	1.4	0.4	47.2
	(1752)	(1272)	(523)	(700)	(1808)	(2568)	(254)	(2529)	(36)	(10)	(1200)

Technical data

Weights

Operating weight w. ROPS	lb (kg)
Average static linear load	lb/in (kg/cm)

BOMAG BW 100 SL-5

5181 (2350)
66.1 (11.8)

BOMAG BW 120 SL-5

5511 (2500)
58.2 (10.4)

Driving Characteristics

Speed	mph (km/h)
Working speed with vibration	mph (km/h)
Max. gradeability without/with vibr.	%

0 - 5.6 (0 - 9)
0 - 3.1 (0 - 5)
40 / 30

0 - 5.6 (0 - 9)
0 - 3.1 (0 - 5)
40 / 30

Drive

Engine manufacturer	
Type	
Tier Compliance	
Cooling	
Number of cylinders	
Performance ISO 14396	kW
Performance SAE J 1995	hp
Speed	rpm
Electric equipment	V
Driven drum	

Kubota
D 1703-DI
Tier 4 Final
water
3
18.5
24.8
2200
12
front + rear

Kubota
D 1703-DI
Tier 4 Final
water
3
18.5
24.8
2200
12
front + rear

Brakes

Service brake	
Parking brake	
Steering	
Steering system	
Steering method	
Steering / oscillating angle +/-	deg
Crab steer offset - manual	in (mm)
Track radius, inner	in (mm)

hydrost.
hydromec.
oscil.artic.
hydrost.
32 / 10
0 - 2 (0 - 50)
96.5 (2450)

hydrost.
hydromec.
oscil.artic.
hydrost.
32 / 10
0 - 2 (0 - 50)
96.5 (2450)

Exciter System

Vibrating drum	
Drive system	
Frequency	VPM (Hz)
Amplitude	in (mm)
Centrifugal force	lb (kN)

front + rear
hydrost.
4320 (72)
0.020 (0.50)
7640 (34)

front + rear
hydrost.
4320 (72)
0.020 (0.50)
8993 (40)

Drum Water Spray System

Type	
------	--

pressure with interval

pressure with interval

Capacities

Fuel	gal (l)
Water	gal (l)

9.2 (35)
43.6 (165)

9.2 (35)
43.6 (165)

Technical modifications reserved. Machines may be shown with options.



BOMAG Americas, Inc.
125 Blue Granite Parkway
Ridgeway, SC 29130 • Tel: 803 337-0700

3M0215TTBB R1



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223

MIKE DEWINE, GOVERNOR - JACK MARCHBANKS, PH.D., DIRECTOR

August 17, 2022

Fyda Freightliner Cincinnati, Inc
1 Freightliner Dr.
Cincinnati, OH 45241

Re: 023-23
Single & Tandem Axle Cab and Chassis

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

This Invitation permits multiple awarded vendors to provide Single & Tandem Axle Cab and Chassis. The contract will be in effect from August 17, 2022 to August 31, 2023.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

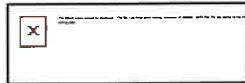
Thank you for bidding on our invitation. Todd VanKirk is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 466-3209.

Respectfully,

Jack Marchbanks, Ph.D.
Director
Ohio Department of Transportation

Prepared for:
MONROE CITY OF
233 S MAIN ST

MONROE, OH 45050
Phone: 513-539-7374



Prepared by:
Mike Bailey
FYDA FREIGHTLINER
CINCINNATI
1 FREIGHTLINER DRIVE
CINCINNATI, OH 45241
Phone: 513-772-7171

Q U O T A T I O N

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM B6.7 325 HP @ 2400 RPM, 2600 GOV, 750 LB-FT @
1800 RPM
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
MS-19-14X 19,000# R-SERIES QUIET RIDE SINGLE REAR
AXLE
21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING
REAR SUSPENSION WITH LEAF SPRING
HELPER
DETROIT DA-F-8.0-3 8,000# FF1 71.5 KPI/3.74 DROP
SINGLE FRONT AXLE

10,000# TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
3800MM (150 INCH) WHEELBASE
9/32X3-1/16X10-1/16 INCH STEEL FRAME
(7.14X255.6MM/0.281X10.06 INCH) 80KSI
1600MM (63 INCH) REAR FRAME OVERHANG
TEM TO EVALUATE AND INSTALL FRAME RAIL
REINFORCEMENT AS NEEDED FOR FRONT
FRAME MOUNTED EQUIPMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	86,502	\$	86,502
EXTENDED WARRANTY		\$	2,430	\$	2,430
DEALER INSTALLED OPTIONS		\$	0	\$	0
CUSTOMER PRICE BEFORE TAX		\$	88,932	\$	88,932

TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
---------------------------	----	-----	----	-----

BALANCE DUE	(LOCAL CURRENCY)	\$	88,932	\$	88,932
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

1/9/2023

City of Monroe
Attn: Jason Holbrook
1000 Holman Ave
Monroe, OH 45050
RE: Water Dept Single Axle Dump

Dump Body

Galion 430U Demolition Dump Body

10' Body with 24" Sides
Sides and Ends Constructed of 3/16" AR450 Steel
Floor Constructed of 1/4" AR450
Smooth Sides-No Side Bracing
32" Tailgate
Coal Chute in Center of Tailgate
Full Depth Front Corner Posts
Full Depth Rear Corner Posts
1/2x84" Cabshield with Light Boxes
Crossmemberless Understructure with I Beam Longsills
2 Grab Handles Installed Drivers Side
Mild Steel Pull out Side Ladder Installed Drivers Side
Spring Loaded Shovel Holder on Each Side of Dump Body
Dump Body Wheel Abraded and Primed with Zinc Rich Primer
Finish Painted Monroe Blue-Exact Color Code Required Before Ordering

Hoist

Mailhot G4 90-4.25.3 DA Telescopic Hoist
Hoist is Fully Double Acting
12" Doghouse in Front of Dump Body
10" I Beam Longsills-Lowest Mounting Height Possible
Cut In Rear Hinge-Greasable Rear Hinges
Installed

Hydraulic System

Chelsea Model 280 Hot Shift PTO For Allison 3000 Series Transmission
Commercial Gear Pump
30 Gallon Drivers Side Hydraulic Tank
Air Over Hydraulic Valve For Hoist

Single Lever for Hoist Control with Control Tower
Installed

Electrical

All Lighting Provided by SoundOff Signal
(2) Amber MPOWER LED Strobes Installed in Grill
(6) Amber LED Strobes Installed in Cabshield Facing Front, Sides, and Rear (3 per side)
(2) Amber LED Strobes Installed in Rear Corner Posts
(2) Stop/Tail/Turn-Back Up LED Combo Lights Installed in Rear Corner Posts
Proximity Switch for Body Up
Takonsha Voyager Electric Trailer Brake Controller Installed
All Electrical Connections Soldered with Heat Shrink Protection

Pintle Plate

3/4" Pintle Plate
2" Receiver Tube-Need Height Before Installation
(2) 1" D-Rings
7 Way RV Trailer Plug
OEM Taillights Re-Installed

Miscellaneous

Full Poly Fenders with Stainless Steel Brackets
Stainless Steel Quick Release Mudflap Brackets
Rear Mudflaps
2"x10" Oak Sideboards Painted Black

Total Package Price \$43,050.00

W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

www.wajonestruckequipment.com

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires an 84" CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett
Municipal Sales Representative
614-595-7394 mobile
paulsackett@wajonestruckequipment.com

1171 South Williams Dr.
Columbia City, IN 46725
Phone: 260-244-7661

www.wajonestruckequipment.com



SOURCEWELL DETAILED EQUIPMENT QUOTE

JANUARY 24, 2023

SALESPERSON: Scott Runnells
CUSTOMER CONTACT:
SOURCEWELL CONTRACT # 080521-KMI

QUOTE PREPARED FOR:

CITY OF MONROE
233 S MAIN ST
PO BOX 330
MONROE, OH 45050
P: 513-539-7374 EXT1013

SELLING BRANCH:

404 Breden Rd., Monroe, OH 45050
Branch: (513) 539-9214
Mobile: (513) 519-6855
Email: srunnells@southeasternequip.com

QUOTE INFORMATION:

Account Number: 566270

Eq #/ Item #	Product Description	Hours	Product Notes	List Price	Discount %	Sourcewell Total Price
KM8000TEDD	* KM INTERNATIONAL 4 TON TRAILER MOUNTED ASPHALT HOTBOX * MODEL: KM 8000TEDD * ELECTRIC BRAKE * DIESEL * DUMP BED * TOOL RACK: 4 HOLE RACK * ELECTRIC LOADING HOIST WITH REMOTE * EXTENDED TRAILER (ADDITIONAL 2' FOR TOTAL TRAILER LENGTH OF 20') * PLATE COMPACTOR BASKET: 24" X 28" * 30 GALLON HEATED TACK TANK * DIRECTIONAL LIGHT BAR ARROW BOARD		KM INTERNATIONAL 4 TON TRAILER MOUNTED ASPHALT HOTBOX	\$45,635.00	%	\$45,635.00
Total Sourcewell Price						\$45,635.00

NOTES:

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: 1 YEAR

Delivery Method: Customer Truck
Delivery Date:
Delivery Info:

Page 2
47,385.00

After feb 1st

Org 44,210.00



TRADE-IN EQUIPMENT:

Year	Serial #	Manufacturer	Model	Trade-In Allowance
Total Trade-In Estimate				0

QUOTE TOTALS*	
Total Equipment Price	\$45,635.00
Estimated Trade-In Allowance	\$0.00
Trade-In Difference	\$45,635.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	\$1,750.00
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$47,385.00
Sales Tax	
FET Tax	
Total Amount Due	\$47,385.00
Down Payment	
Estimated Balance Due	\$47,385.00

Finance Rate Options (Estimate Only)			
	Months	Rate	Estimated Cost
Term 1		%	
Term 2		%	
Term 3		%	
Term 4		%	
Term 5		%	

This quote is based upon market rates at the time the quotation is made. Due to the large fluctuation in the market and surcharges that may be issued by the manufacturer, Purchaser agrees that the Seller will pass along any manufacturer price increases and/or surcharges to the Purchaser as if such price increases and surcharges are part of the original Quote and Sales Order. Seller will invoice Purchaser for the quoted price plus any increases and/or surcharges and Purchaser agrees to pay the invoiced amount as the agreed-upon price.

SOURCEWELL PRICE GUIDE- ASPHALT HOTBOX RECLAIMERS & OPTIONS

PRICES EFFECTIVE FEBRUARY 1, 2023
F.O.B. NORTH BRANCH, MICHIGAN - PREPAID & ADDED
PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE

Sourcewell Contract #080521-KMI

Sourcewell 

MODEL	DESCRIPTION	MSRP PRICE	SOURCEWELL PRICE
SKID MOUNTED ASPHALT HOTBOX RECLAIMERS			
<u>KM 4000SXPX</u>	2 Ton Skid Mount - Propane	\$ 14,095.00	\$ 11,985.00
<u>KM 4000SXXD</u>	2 Ton Skid Mount - Diesel	\$ 19,650.00	\$ 16,700.00
<u>KM 8000SXPX</u>	4 Ton Mount - Propane	\$ 21,500.00	\$ 18,275.00
<u>KM 8000SXXD</u>	4 Ton Skid Mount - Diesel	\$ 26,335.00	\$ 22,385.00
<u>KM 1000SXPX</u>	½ Ton Skid Mount- Propane	\$ 9,830.00	\$ 8,355.00
2 TON TRAILER MOUNTED ASPHALT HOTBOX RECLAIMER			
<u>KM 4000TEPX</u>	2 Ton Trailer Mount - Electric Brake - Propane	\$ 21,500.00	\$ 18,275.00
<u>KM 4000TEPD</u>	2 Ton Trailer Mount - Electric Brake - Propane - Dump	\$ 27,335.00	\$ 23,325.00
<u>KM 4000TEDX</u>	2 Ton Trailer Mount - Electric Brake - Diesel	\$ 24,990.00	\$ 21,240.00
<u>KM 4000TEDD</u>	2 Ton Trailer Mount - Electric Brake - Diesel - Dump	\$ 31,325.00	\$ 26,625.00
<u>KM 4000THPX</u>	2 Ton Trailer Mount - Hydraulic Brake - Propane	\$ 23,350.00	\$ 19,850.00
<u>KM 4000THPD</u>	2 Ton Trailer Mount - Hydraulic Brake - Propane - Dump	\$ 32,170.00	\$ 27,345.00
<u>KM 4000THDX</u>	2 Ton Trailer Mount - Hydraulic Brake - Diesel	\$ 26,760.00	\$ 22,745.00
<u>KM 4000THDD</u>	2 Ton Trailer Mount - Hydraulic Brake - Diesel - Dump	\$ 33,165.00	\$ 28,190.00
4 TON TRAILER MOUNTED ASPHALT HOTBOX RECLAIMER			
<u>KM 8000TEPX</u>	4 Ton Trailer Mount - Electric Brake - Propane	\$ 28,615.00	\$ 24,325.00
<u>KM 8000TEPD</u>	4 Ton Trailer Mount - Electric Brake - Propane - Dump	\$ 35,875.00	\$ 30,495.00
<u>KM 8000TEDX</u>	4 Ton Trailer Mount - Electric Brake - Diesel	\$ 32,740.00	\$ 26,255.00
<u>KM 8000TEDD</u>	4 Ton Trailer Mount - Electric Brake - Diesel - Dump	\$ 39,440.00	\$ 33,525.00
<u>KM 8000THPX</u>	4 Ton Trailer Mount - Hydraulic Brake - Propane	\$ 31,325.00	\$ 26,625.00
<u>KM 8000THPD</u>	4 Ton Trailer Mount - Hydraulic Brake - Propane - Dump	\$ 38,590.00	\$ 32,805.00
<u>KM 8000THDX</u>	4 Ton Trailer Mount - Hydraulic Brake - Diesel	\$ 35,165.00	\$ 29,890.00
<u>KM 8000THDD</u>	4 Ton Trailer Mount - Hydraulic Brake - Diesel - Dump	\$ 42,565.00	\$ 36,180.00

Click on the Model Number to View Picture of the Unit

BATTERY UPGRADE OPTIONS			
Supplemental Battery	Required for diesel, dump hotboxes with additional options requiring 12V connection (i.e strobe light, work lights, etc.)	\$ 718.75	\$625.00
Lithium-Iron Battery Upgrade	Upgrade from standard AGM battery to Lithium Iron Battery	\$ 1,380.00	\$ 1,200.00

MISCELLANEOUS HOTBOX TRAILER OPTIONS

OPTION NAME	DESCRIPTION	MSRP PRICE	SOURCEWELL PRICE
<u>Solvent Tank</u>	7 Gallon Utility Solvent Tank - Mounted on Trailer	\$ 555.00	\$ 470.00
<u>Tool Rack</u>	4 Hole Tool Rack - Mounted on Trailer	\$ 435.00	\$ 370.00
<u>Spare Tire, Loose</u>	ST235/80R16 Tire & Rim - Not Mounted on Trailer	\$ 390.00	\$ 335.00
<u>Spare Tire, Mounted</u>	ST235/80R16 Tire & Rim - Mounted on Trailer	\$ 775.00	\$655.00
<u>60 Lb. Cylinders</u>	60 lb. Propane Cylinders	\$ 480.00	\$ 410.00
<u>100 Lb. Cylinders</u>	100 lb. Propane Cylinders	\$ 765.00	\$ 650.00
<u>Hoist - Manual</u>	Loading Hoist/ Winch & Davit - Manual Operation	\$ 2,350.00	\$ 2,000.00
<u>Hoist - 12 V</u>	Loading Hoist / Winch & Davit - 12 V Powered – Remote	\$ 4,135.00	\$ 3,515.00
<u>Torch (LP Unit)</u>	Hand Torch W Retractable Hose Reel	\$ 2,285.00	\$ 1,940.00
<u>Torch (Diesel Unit)</u>	Hand Torch W Retractable Hose Reel	\$ 2,285.00	\$1,940.00
<u>Low Temp Thermostat</u>	Allows Heating of Cold Patch 60-250* F	\$ 1,785.00	\$ 1,520.00
<u>Wash Down Spray System</u>	12V Pump, 2.2 GPM, 7 PSI, 1 Gallon Tank, Rear Mounted Hose Wrap w/Spray Wand (KM 8000T only)	\$ 2,277.00	\$ 1,935.00
<u>Extended KM 8000 Trailer</u>	Adds 2 Ft. to overall length (20 Ft total)	\$ 750.00	\$ 635.00
<u>Extended KM 4000 Trailer</u>	Adds 2 Ft. to overall length (16 Ft total). Adds Additional 7K Axle	\$ 2,140.00	\$ 1,820.00
<u>Mounted Deck for 2-18x</u>	Deck Mounted to fit KM 2-18x on Front of Hotbox Trailers. Required Extended Trailer Option	\$ 410.00	\$ 350.00
<u>24 Hour Timer</u>	24 Hour Timer, 110 Volt Powered	\$ 1,587.60	\$ 1,350.00
<u>Heated Shovel Deck</u>	Heated Shovel Deck	\$ 880.00	\$ 750.00
<u>5 Gallon Bucket Holder</u>	5 Gallon Bucket Holder	\$ 391.00	\$ 335.00
<u>Plate Compactor Basket</u>	24" x 28" Mounting Basket for Plate Compactor	\$ 425.00	\$ 360.00
<u>Roller Cradle Basket</u>	Roller Cradle for BOMAG BW55E Roller or Similar Model	\$ 425.00	\$ 360.00
TACK TANK OPTIONS			
<u>30-Gal Tack</u>	30 Gallon Heated Tack Tank 10,000 Btu Propane Burner. Extended Trailer Option Recommended	\$ 5,625.00	\$ 4,785.00
<u>Spray Tack Unit</u>	¾ Roper Pump, Spray Wand and 5.5 HP Honda Engine	\$ 5,520.00	\$ 4,690.00
<u>Tack Tank Skid</u>	Tack Tank Skid Deck. Requires Extended Trailer, KM 2-18X Deck, Tack Tank Options	\$ 750.00	\$ 585.00
LIGHTING OPTIONS			
<u>Work Lights</u>	2 Work Lights Mounted and Switched	\$ 520.00	\$ 440.00
<u>Strobe Light</u>	Amber Strobe Light, Mounted and Switched	\$ 445.00	\$ 380.00
<u>Light Bar</u>	Directional Arrow Board & Controller - Mounted on Unit	\$ 2,140.00	\$ 1820.00
<u>Rear Mounted Fender Strobes</u>	4" Amber Strobe Lights Mounted in Rear Fenders. KM 8000T Only	\$ 975.00	\$ 830.00
SKID MOUNTED UNIT OPTIONS			
<u>Bottle Rack</u>	Bottle Rack to Fit Three 30lb Propane Cylinders	\$ 875.77	\$ 745.00
<u>Extended Hoses</u>	8" Pigtails for Skid Mounted Hotbox Units	\$ 103.03	\$90.00
BATTERY UPGRADE OPTIONS			
<u>Supplemental Battery</u>	Required for diesel, dump hotboxes with additional options requiring 12V connection (i.e strobe light, work lights, etc.)	\$718.75	\$625.00
<u>Lithium-Iron Battery Upgrade</u>	Upgrade from standard AGM battery to Lithium Iron Battery	\$1,380.00	\$1,200.00

Click On the Option Name to View a Picture

CITY OF MONROE

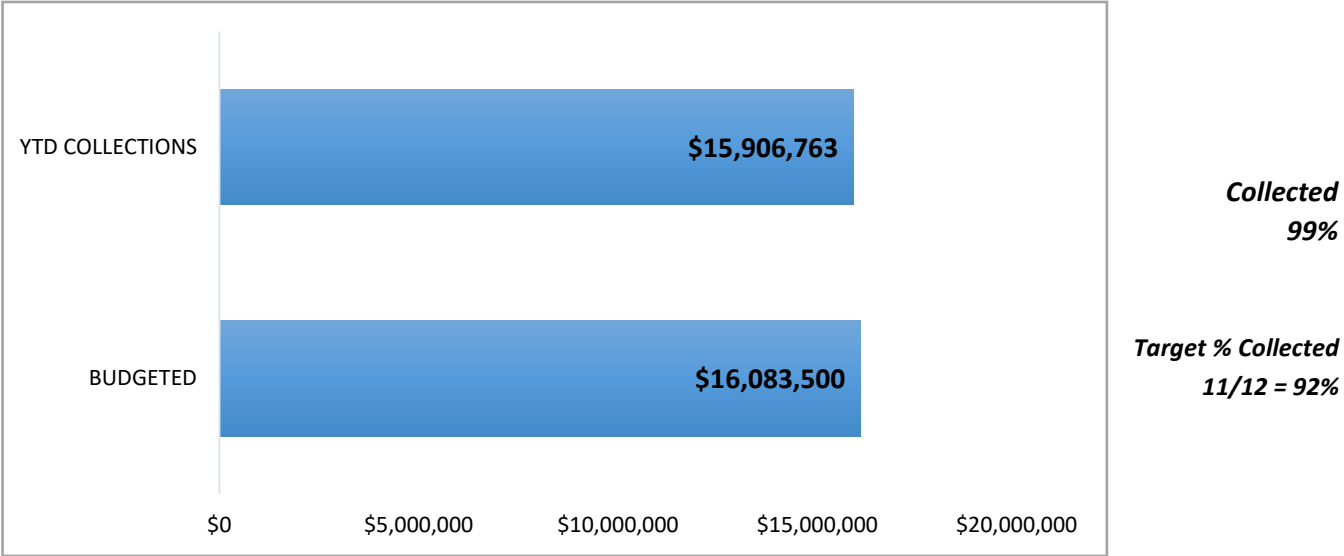
FINANCIAL REPORTS

FOR THE PERIOD ENDING

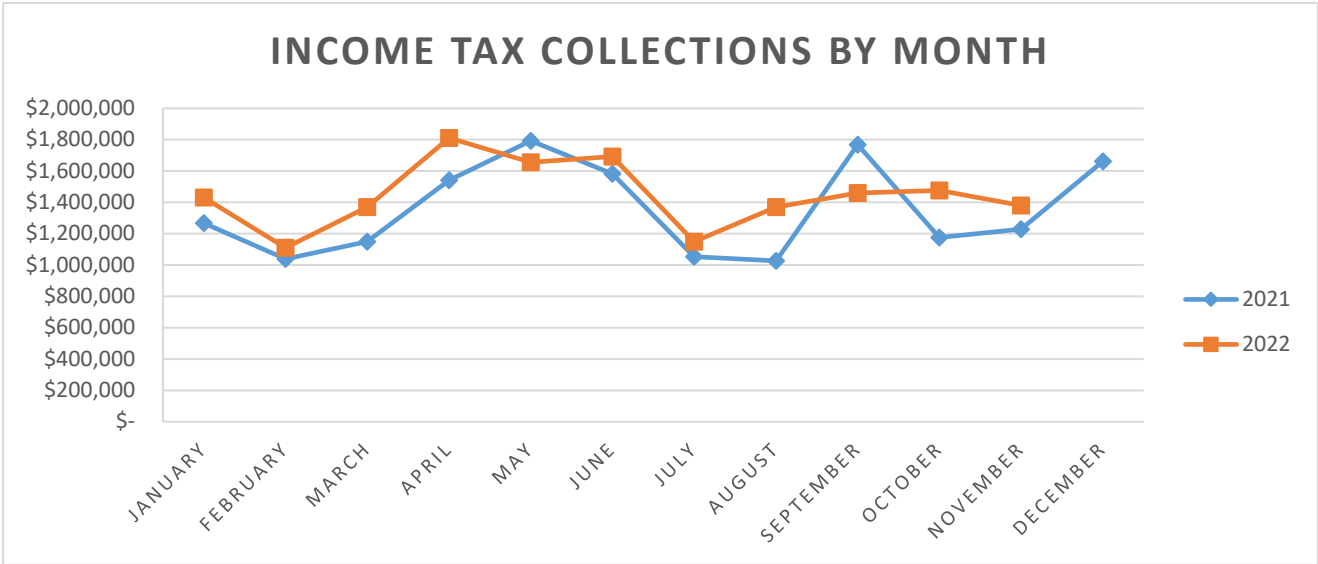
November 30, 2022

MUNICIPAL INCOME TAX MONTHLY REPORT NOVEMBER 2022

As of the end of November, we have collected (YTD) \$15,906,763 in income tax dollars.
This equals to approximately 99% of the budget estimate.

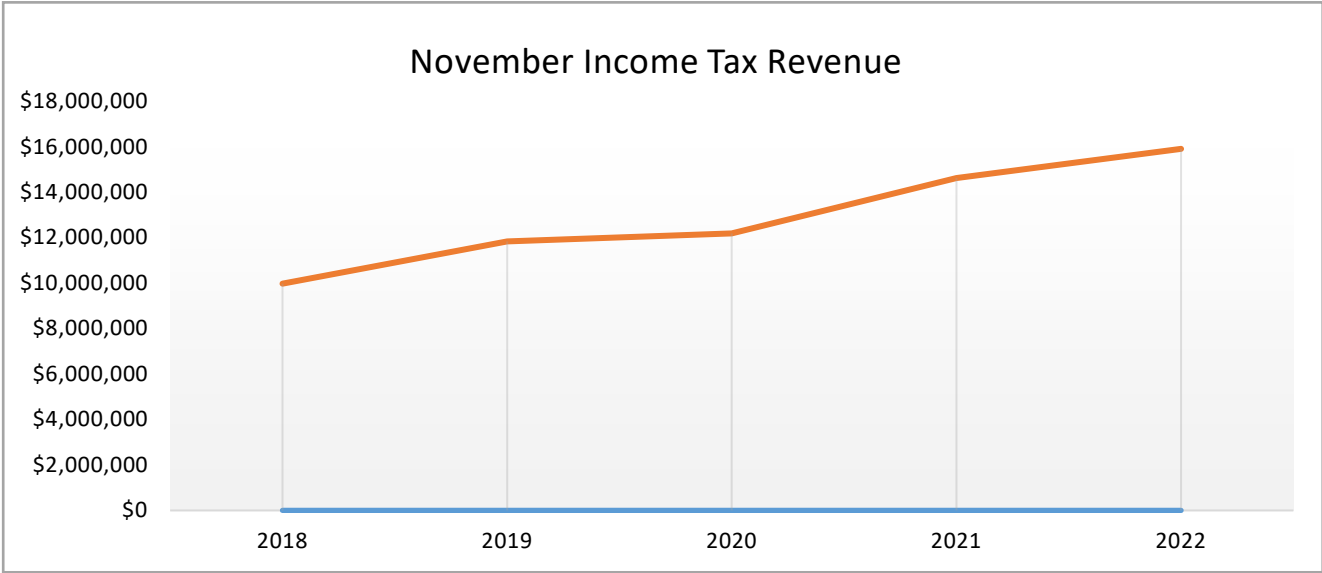


November income tax collections were 9% higher in 2022 than at the same time last year. Overall, the City has collected a difference of \$1,284,234 in 2022 than at the same time last year.



HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS

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



City of Monroe
Statement of Cash Position
As of 11/2022

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	5,108,882.10	15,623,794.81	13,674,695.07	7,057,981.84
2101	INCOME TAX - PUBLIC SAFETY	468,205.58	2,773,878.55	2,751,000.00	491,084.13
2210	STREET FUND	1,241,248.61	2,222,587.55	1,587,549.46	1,876,286.70
2220	STATE HIGHWAY FUND	329,454.51	79,442.41	186,754.10	222,142.82
2230	MOTOR VEHICLE LICENSE TAX FUND	452,818.11	0.00	317,923.01	134,895.10
2310	FIRE - 1989 LEVY FUND	1,089,835.82	3,685,956.56	4,244,242.87	531,549.51
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	739,903.99	0.00	1,473,947.04
2370	ONEOHIO OPIOID SETTLEMENT FUND	0.00	10,357.03	0.00	10,357.03
2410	POLICE LAW ENFORCEMENT FUND	729,950.32	3,439,954.94	3,838,740.84	331,164.42
2420	DARE GRANT FUND	4,112.37	10,431.33	5,941.62	8,602.08
2430	ENFORCEMENT AND EDUCATION FUND	6,431.34	443.00	0.00	6,874.34
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	8,745.00	9,791.22	6,301.77
2621	MONROE CROSSINGS (C1)	0.00	2,454.42	1,722.98	731.44
2622	PARK 63/SUMMIT (C2)	143,027.85	146,716.84	103,067.60	186,677.09
2623	MONROE COMMERCE CENTER (C3)	508,951.46	1,236,783.43	860,029.90	885,704.99
2626	MIAMI VALLEY INDUSTRIAL (C6)	190,285.89	172,227.66	206,084.56	156,428.99
2627	YANKEE ROAD (C7)	0.00	24,816.46	17,420.88	7,395.58
2628	BERNS/DOUGLAS (C8)	0.00	19,716.37	1,662.62	18,053.75
2629	FRICK GREENTREE (C9)	0.00	535.33	376.18	159.15
2630	OSBOURNE (C10)	0.00	220.68	155.11	65.57
2631	SATELLITE FARMS (C11)	37,322.98	133,161.34	93,547.18	76,937.14
2633	CORRIDOR 75 #1 (C13)	332,216.94	1,658,424.75	1,046,354.49	944,287.20
2634	CORRIDOR 75 #2 (C14)	0.00	127,559.74	126,252.74	1,307.00
2722	HERITAGE GREEN (R2)	25,050.00	264,766.93	196,871.20	92,945.73
2723	WYANDOT WOODS (R3)	618,648.97	895,184.21	690,227.02	823,606.16
2724	GILMAR MEADOWS (R4)	0.00	123,732.43	92,033.76	31,698.67
2725	MT PLEASANT (R5)	0.00	119,519.16	88,713.73	30,805.43
2726	BRITTONY WOODS (R6)	134,217.97	561,507.07	417,540.56	278,184.48
2727	TODD'S GLEN RESERVE (R7)	0.00	151,752.72	112,876.99	38,875.73
2728	MAJESTIC OAKS (R8)	0.00	2,062.90	1,533.20	529.70
2729	TRIMBLE FARM (R9)	0.00	89,450.38	66,482.55	22,967.83
2732	MONROE CROSSINGS #1 (R12)	373,640.59	812,315.87	609,050.56	576,905.90
2733	MONROE CROSSINGS #2 (R13)	300,199.10	495,384.54	371,663.06	423,920.58
2734	MONROE CROSSINGS #3 (R14)	305,660.13	421,411.24	309,849.69	417,221.68
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	1,188,805.11	727,018.95	2,364,463.11

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
3110	PARK IMPROVEMENT FUND	789,010.38	187,571.60	556,373.00	420,208.98
3120	CAPITAL IMPROVEMENT FUND	4,911,129.83	1,408,871.37	2,707,253.74	3,612,747.46
3620	CPO TIF - CAPITAL FUND	24,880.23	0.00	0.00	24,880.23
4110	G.O. BOND RETIREMENT FUND	353,913.80	819,996.00	819,403.50	354,506.30
4210	WATER BOND RETIREMENT FUND	369,788.89	250,000.00	379,130.20	240,658.69
4310	S.A. BOND RETIREMENT FUND	614.68	1,104,528.21	1,104,528.21	614.68
4410	INCOME TAX BOND RETIREMENT FUN	338,869.18	613,800.00	613,062.50	339,606.68
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	600.87	6,177.00
6110	WATER FUND	1,328,608.10	2,887,382.07	2,324,466.40	1,891,523.77
6115	WATER GUARANTEE DEPOSIT	47,300.00	225.00	0.00	47,525.00
6120	WATER CAPITAL IMPROVEMENTS	1,374,259.35	10,617.81	1,209,104.79	175,772.37
6125	WATER METER& READ SYSTEM REPL	370,924.81	177,706.85	113,883.59	434,748.07
6210	SEWER FUND	167,531.12	1,107,690.91	1,033,715.49	241,506.54
6310	STORM WATER FUND	213,508.12	984,550.60	444,188.63	753,870.09
6315	STORMWATER DEPOSIT FUND	563,383.18	29,932.57	0.00	593,315.75
6410	GARBAGE FUND	176,597.83	988,688.30	931,990.24	233,295.89
6510	CEMETERY FUND	151,879.33	101,739.68	109,236.27	144,382.74
6610	STREET LIGHTING UTILITY	30,746.74	108,965.76	79,911.03	59,801.47
7100	CEMETERY MAINTENANCE TRUST	61,670.77	4,805.97	0.00	66,476.74
7110	MOUND CEMETERY TRUST FUND	69,474.22	1,022.97	0.00	70,497.19
7120	LONG STREET TRUST FUND	2,501.65	39.85	0.00	2,541.50
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	13,254.99	9,988.65	87,090.74
		26,844,149.70	48,234,194.19	45,327,318.44	29,751,025.45

YTD BUDGET REPORT - REVENUE NOVEMBER 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	15,623,794.81	-244,995
2101	2101 INCOME TAX - PUBLIC SAFET	2,777,100	2,777,100	2,773,878.55	3,221
2210	2210 STREET FUND	2,063,600	2,063,600	2,222,587.55	-158,988
2310	2310 FIRE - 1989 LEVY FUND	4,611,100	4,611,100	3,685,956.56	925,143
2360	2360 AMERICAN RESCUE PLAN ACT	0	0	739,903.99	-739,904
2370	2370 ONEOHIO OPIOID SETTLEMENT	0	0	10,357.03	-10,357
2410	2410 POLICE LAW ENFORCEMENT FU	3,651,900	3,651,900	3,439,954.94	211,945
2600	2600 TIF FUNDS	2,307,900	2,307,900	3,522,617	-1,214,717
2700	2700 RID FUNDS	3,690,200	3,690,200	4,105,467	-415,267
6110	6110 WATER FUND	3,155,800	3,155,800	2,887,382.07	268,418
6120	6120 WATER CAPITAL IMPROVEMENT	11,500	11,500	10,617.81	882
6210	6210 SEWER FUND	1,225,100	1,225,100	1,107,690.91	117,409
6310	6310 STORM WATER FUND	474,500	474,500	984,550.60	-510,051
6410	6410 GARBAGE FUND	1,014,600	1,014,600	988,688.30	25,912
	TOTALS	40,362,100	40,362,100	42,103,448	-1,741,348

YTD BUDGET REPORT - EXPENSE NOVEMBER 2022

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	1110 GENERAL FUND	16,622,947	18,599,897	12,971,849.35	769,782.33	4,858,265
2101	2101 INCOME TAX - PUBLIC SAFET	451,000	2,751,000	2,751,000.00	0.00	0
2210	2210 STREET FUND	2,674,808	2,386,308	1,420,114.75	128,247.61	837,946
2310	2310 FIRE - 1989 LEVY FUND	4,122,067	4,847,417	4,179,260.86	117,596.41	550,560
2410	2410 POLICE LAW ENFORCEMENT FU	3,764,344	4,031,658	3,693,874.89	57,815.46	279,968
2600	2600 TIF FUNDS	2,258,400	3,523,400	2,351,167	0	1,172,233
2700	2700 RID FUNDS	3,095,900	4,720,716	3,076,850	0	1,643,866
6110	6110 WATER FUND	2,696,579	2,920,379	2,351,296.74	82,763.66	486,319
6120	6120 WATER CAPITAL IMPROVEMENT	3,232,700	1,362,457	679,661.72	447,795.28	235,000
6210	6210 SEWER FUND	1,291,233	1,292,233	957,675.85	0.00	334,557
6310	6310 STORM WATER FUND	1,383,829	1,596,329	386,616.17	470,609.58	739,103
6410	6410 GARBAGE FUND	973,512	974,512	941,629.93	0.00	32,882
	TOTALS	42,567,319	49,006,306	35,760,997	2,074,610	11,170,699

Checks over \$15,000 November 2022

NAME	INVOICE NET	INVOICE DESCRIPTION
BUTLER COUNTY WATER & SEWER DEPT	103,460.41	ACCT # 3048687-2055515
CHASE	18,408.00	DEBT PAYMENT CUSTOMER #452411646002
CITIZENLAB INC	30,300.00	FEE FOR SURVEY SOFTWARE
JACKSON CONSTRUCTION INC	28,368.00	CONCRETE REPLACEMENT AT STATION 62
JONES WARNER CONSULTANTS INC	19,945.22	BRITTANY HEIGHTS CATCH BASIN PROJECT
NATIONAL INSPECTION CORPORATION	15,402.70	BUILDING SERVICES FOR 2022
PHYSIO-CONTROL, INC	39,264.80	LIFEPAK 15 MONITORS (X2)
RUMPKE OF OHIO, INC	78,950.96	CUSTOMER # 6300108176
	15,323.00	2021 FINAL TAX REFUND
WEX INC	27,268.16	FUEL FOR OCTOBER 2022

NOTICE TO LEGISLATIVE
AUTHORITY

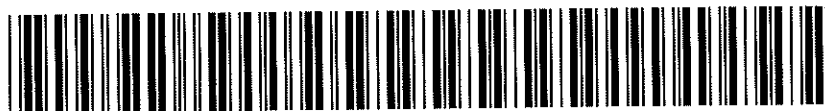
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

8730270		TRFO	SWARA CONVENIENCE LLC
PERMIT NUMBER		TYPE	DBA MONROE IGA EXPRESS
06	01	2022	2 EAST AV
ISSUE DATE		MONROE OHIO 45050	
12	30	2022	
FILING DATE			
C1	C2	PERMIT CLASSES	
09	066	A	F28923
TAX DISTRICT		RECEIPT NO.	

FROM 01/04/2023

1376727			CFM 2973 INC
PERMIT NUMBER		TYPE	DBA MONROE IGA EXPRESS 3573
06	01	2022	2 EAST AV
ISSUE DATE		MONROE OHIO 45050	
12	30	2022	
FILING DATE			
C1	C2	PERMIT CLASSES	
09	066		
TAX DISTRICT		RECEIPT NO.	



MAILED 01/04/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/06/2023

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 TRFO 8730270**

(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