CITY OF MONROE OHIO

Monroe Council Agenda
Regular Meeting of Council
September 26, 2023 – 6:30 PM
233 South Main Street, Monroe, Ohio

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of September 12, 2023.

Visitors

Committee Reports

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

Old Business

Ordinance No. 2023-20. An Ordinance authorizing the purchase of temporary and permanent right-of-way for the Todhunter Road Culvert Replacement Project from Rosemary Ramey. (Second Reading)

Strategic Priority: Well Managed Services and Infrastructure

Background: This land purchase is necessary for the proper construction of the culvert replacement project. With these takes, the roadway will be widened in this area, making is safer without requiring guardrails. $100,000.00 was budgeted in the current budget for land acquisition.

Ordinance No. 2023-21. An Ordinance authorizing the purchase of temporary and permanent right-of-way for the Todhunter Road Culvert Replacement Project from Gail G. Alford. (Second Reading)

Strategic Priority: Well Managed Services and Infrastructure

Background: This land purchase is necessary for the proper construction of the culvert replacement project. With these takes, the roadway will be widened in this area, making it safer without requiring guardrails. $100,000.00 was budgeted in the current budget for land acquisition.

New Business

CITY OF MONROE OHIO

Resolution No. 54-2023. A Resolution approving a Then-and-Now Certificate in the amount $44,474.65 to Majors Enterprises, Inc.

Strategic Priority: Well Managed Services and Infrastructure

Background: The cause of this emergency repair was due to a leak on the 12" water main that runs along the west bound lane of State Route 63. The leak occurred at the eastern entrance to the Kroger Distribution Center. It was caused by a tapping saddle leaking where it connected to the main line. Due to the depth and complexity of the repair, it was determined that City staff did not have the proper safety equipment and experience to tackle a leak of this nature. Also, we were losing several hundred gallons per minute from the leak. This particular line is directly feeding the west half of the City distribution system, so to take it out of service for an extended period was a risk to the supply system.

Majors Supply was brought in on a time and material basis to make the repairs.Attached is a break down of their employee hours, materials and other charges. Staff has confirmed that these hours are accurate.

Resolution No. 55-2023. A Resolution accepting the lowest and/or best bid submitted for the 2023 Brittany Heights Concrete Assessment Rehabilitation Project and authorize the City Manager to enter into a contract by and between the City of Monroe and R. A. Miller Construction for said project.

Strategic Priority: Well Managed Services and Infrastructure

Background: This years' contract is being awarded to R.A. Miller Construction. They were actually the second low bid. However, the low bid was pulled due to a math error directly after the opening. R.A. Miller Construction has a bid of $170,116.98. The overall budget for the program was $350,000.00. Originally there were 112 homes within this project. Currently, 57 homes have pulled permits and are taking care of the repairs themselves through private contracting. Homeowners have until October 12, 2023 to pull permits and have the work done privately. The unpermitted addresses have been sent letters with the final estimated cost of repairs through the City contract. They again have until October 12, 2023 to pull a permit if they choose to go outside the City contract.

Resolution No. 56-2023. A Resolution accepting the lowest and/or best bid submitted for the 2023 ADA Ramp Replacement Program and authorize the City Manager to enter into a contract by and between the City of Monroe and R.A. Miller Construction Co., Inc. for said project.

Strategic Priority: Well Managed Services and Infrastructure

Background: This approval is to award the 2023 Handicap Ramp Replacement contract to R.A. Miller Construction. They were the apparent low bidder on the project. There are seventeen ramps which will be replaced and brought into compliance under this project. Six of the ramps are in the Bridle Creek subvision. Three ramps are near the elementary school at Britton and McCready, Ohio Ave and Lee Price, and Ohio Ave at Britton Ln. The remaining ten ramps are within the Mt. Pleasant Retirement Community. This year's bid was $151,991.40. The budget for the project was $200,000.00.

Resolution No. 57-2023. A Resolution to authorize the City Manager to enter into a Collective Bargaining Agreement by and between the City of Monroe and the Ohio Patrolmens Benevolent

Association for the Police Sergeants.

Strategic Priority: Well Managed Services and Infrastructure

Background: Negotiations between the City and the Ohio Patrolmen's Benevolent Associates have been ongoing and, as a result of said negotiations, the parties have reached an agreement.

Overview of Changes:
Sick time was added as leave that does not count toward the calculation of overtime.
An employee who is required to work on any designated holiday shall receive pay for those hours worked on the holiday at a rate of time and one-half his regular rate.

An employee working overtime on any designated holiday will receive additional holiday time to be used at a later date.
Vacation accrual rates were updated for newly hired employees to earn vacation immediately rather than having to wait one year.
Added death to the list of types of separation from City service that will result in pay for accumulated vacation.

Updated the wording for prior service to mirror Ohio Revised Code 9.44 which entitles employees to have their prior service with any state or political subdivision of the state counted as service for the purpose of computing the amount of the employee's vacation leave.

Bereavement Leave language was updated to add domestic partners and spouses' grandparents. Mother-in-Law and Father-in-Law were added to the category of immediate family, which allows for 4 days off rather than 3.

Shift differential will remain at 14% - no change
Wage increase based on Patrol Contract = 7.0% = 2023; 3.5% = 2024; 3.5% = 2025

Language clean up for dues deduction, non-discrimination and insurance related to adult children under the affordable care act.

Resolution No. 58-2023. A Resolution authorizing the City Manager to enter into an intergovernmental agreement by and between the City of Monroe and the Warren County Transportation Improvement District to perform a traffic impact study of the intersection of State Route 63 and Union Road.

Strategic Priority: Strategic Growth and Development

Background: This Intergovernmental Agreement (IGA) authorizes the Warren County Transportation Improvement District (TID) to start traffic review and basic engineering designs for the realignment of Gateway Boulevard and Union Road. The current alignment of Gateway Blvd and Union Road jogs over the rail crossing at SR 63. With increased traffic in that area due to recreational and industrial developments, as well as Monroe's increased traffic over time, it is becoming more likely that improvements will be needed in that area at some point in the future.

Emergency Ordinance No. 2023-23. An Ordinance determining to adjust special assessments levied for the purpose of constructing certain improvements and declaring an emergency.

Strategic Priority: Well Managed Services and Infrastructure

Background: City Council passed Emergency Ordinance 2018-20 on August 18, 2018 levying special assessments against benefited properties in cooperation with the Warren County Port Authority issuing Development Revenue Bonds and must update the special assessments annually by passing this Ordinance. The original bonds were issued for the purpose of financing certain public infrastructure improvements including roads, sewers, drains, and water pipes. Table F of the WCPA - Monroe Special Assessment - Series 2021B Bonds - Annual Report (2023) contains the Special Assessments for Certification which has been included as "Exhibit B" of the Ordinance.

Emergency Ordinance No. 2023-24. An Ordinance determining to adjust special assessments levied for the purpose of constructing certain improvements and declaring an emergency.

Strategic Priority: Well Managed Services and Infrastructure

Background: City Council passed Ordinance No. 2008-35 on August 12, 2008 levying special assessments against benefited properties as it relates to the Tax Increment Service and Cooperative Agreement entered into by the City, the property owners, and the Port Authority, dated March 1, 2008 which requires the assessments to be adjusted by the amount of service payments in lieu of taxes collected. The original bonds were issued for the purpose of refinancing certain public infrastructure improvements at the southeast quadrant of the I-75/SR 63 interchange. Table C-3 of the WCPA - Corridor 75 - Argus - Annual Report (2023) contains the Special Assessments for Certification which has been included with the Ordinance as "Exhibit B".

Ordinance No. 2023-25. An Ordinance authorizing the issuance of not to exceed $3,200,000 of real estate acquisition general obligation bond anticipation notes, by the City of Monroe, Ohio, in anticipation of the issuance of bonds.

Strategic Priority: Well Managed Services and Infrastructure

Background: City Council passed Resolution 12-2023 on February 14, 2023 to allow for reimbursement of expenditures related to a Public Works Facility. Council also passed Ordinance 2023-12 on May 9, 2023 authorizing the City Manager to execute a purchase and sale agreement of ~113 acres in an amount not to exceed $3,200,000 as part of a future development investment and a new public works facility. We officially purchased the property on July 20, 2023 for the amount of $3,143,233.75 utilizing General Fund dollars that will be reimbursed prior to the end of the year with the issuance of these Bond Anticipation Notes (BANs).

The City will ultimately have a long-term debt issuance for the Public Works facility itself at some point in the future, and that portion of the purchased land will be included in the Public Works facility debt issuance. The excess land that will be part of a future development investment will require separate note financing. The specific details of the long-term debt issuances will be discussed as we learn more about the future plans of the Public Works facility and for the excess property.

The tentative schedule for these BANs has a 1st Reading of the Ordinance on September 26, a 2nd Reading on October 10, and an effective date of November 9. The official bond closing date is tentatively scheduled for November 29, 2023.

Ordinance No. 2023-26. An Ordinance authorizing the purchase of temporary and permanent right-of-way for the Todhunter Road Culvert Replacement Project from Thomas J. Lipinski and Teri L. Lipinski.

Strategic Priority: Well Managed Services and Infrastructure

Background: This is for the approval to purchase Right-of-Way and temporary construction easements for the Todhunter Road Culvert Replacement Project. This purchase involves two parcels owned by the Lipinski family. Both parcels are on the south side of Todhunter Road. O.R. Colan was retained by the City to negotiate the terms of these purchases. These are the final two land takes for this project. We had an overall budget of $100,000.00 for property acquisition in the 2023 budget for this project. In total, with all four properties necessary for this project, we are at at total cost of $43,562.00 for property acquisition. This is $56,458.00 under the budgeted amount.

Here is the outline of the negotiation for the Lipinski property:

Parcel 4

Offer - $15,501
Original Counteroffer - $20,137
City Settlement Offer - $17,819
New Counteroffer - $18,685
Parcel 5

Original Offer - $11,006
Original Counteroffer - $13,309
City Settlement Offer - $12,150
New Counteroffer - $12,315
Total Take for Parcels 4&5= $31,000.00

Consideration of Motion accepting the June and July 2023 Finance Reports as submitted.

Consideration of Motion requesting a hearing on the transfer of a D5A and D6 Liquor Permit fromS & G 4 LLC to JSK Hospitality Inc.

Administrative Reports

Executive Session - Consideration of the appointment of a public official.

Adjournment

Monroe Council Minutes
Regular Meeting of Council
September 12, 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.

Roll Call

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of the Special and Regular meeting of August 22, 2023; seconded by Mr. Frentzel. Voice Vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business

None.

New Business

Resolution No. 49-2023. A Resolution approving a Then-and-Now Certificate in the amount of $4,710.95 to Jacob Reek.

Mr. Brock reported this was to replace A/V equipment for the Council Chambers that did not permit sufficient time to open a purchase order prior to the repairs being made.

The Clerk of Council read Resolution No. 49-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 49-2023; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Resolution No. 50-2023. A Resolution accepting the lowest and/or best bid submitted for the 2023 Asphalt Pavement Crack Seal and Striping Program and authorize the City Manager to enter into a contract by and between the City of Monroe and Scodeller Construction Inc. for said project.

Mr. Morton explained that there are two separate contacts. One for crack sealing and striping and the other for paving. Both combined, the bids came in under budget.

The Clerk of Council read Resolution No. 50-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 50-2023; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Resolution No. 51-2023. A Resolution accepting the lowest and/or best bid submitted for the 2023 Asphalt Paving Program and authorize the City Manager to enter into a contract by and between the City of Monroe and Barrett Materials.

The Clerk of Council read Resolution No. 51-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 51-2023; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

Resolution No. 52-2023. A Resolution authorizing the City Manager to enter into an engagement letter for professional legal services by and between the City of Monroe and Roetzel & Andress LPA for certain legal services as recommended by the Law Director.

Mr. Callahan advised that Monroe has used Attorney Tom Allen for years on specialized areas, such as public records. Mr. Allen now works for a different law firm, Roetzel & Andress LPA, and Mr. Callahan is recommending that Monroe continue utilizing the services of Mr. Allen.

The Clerk of Council read Resolution No. 52-2023 by title only.

Mayor Funk asked Mr. Callahan if he anticipated an increase in costs and Mr. Callahan did not.

Mrs. McElfresh moved to adopt Resolution No. 52-2023; seconded by Mr. Frentzel. Roll call vote: six ayes. Motion carried.

Resolution No. 53-2023. A Resolution ratifying and approving the execution of a participation agreement by the City Manager with the Miami Conservancy District related to a grant application for the enhancement of Dicks Creek for the Great Miami River Trail.

Mr. Brock advised that staff met with the Miami Conservancy District, the Butler County Metro Parks, and other entities and it was determined that we would move forward with these participants to get the trail completed. Particularly in the area of Dicks Creek with the erosion issues. It was learned at that time Miami Conservancy District was applying for a grant and required a participation agreement from Monroe. Mr. Brock noted this just ratifies his signature on that agreement.

The Clerk of Council read Resolution No. 53-2023 by title only.

Mr. Frentzel asked if the Miami Conservancy District would own the right-of-way. Mr. Brock explained that the Miami Conservancy District already owns land in that area and the City received permission from the District to perform work. This also brings the Miami Conservancy District in as a partner.

Mrs. McElfresh moved to adopt Resolution No. 53-2023; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

Ordinance No. 2023-20. An Ordinance authorizing the purchase of temporary and permanent right-of-way for the Todhunter Road Culvert Replacement Project from Rosemary Ramey.

Mr. Morton reported this is for the purchase of right-of-way for the Todhunter Road Culvert Replacement Project.

The Clerk of Council read Ordinance No. 2023-20 by title only.

Mayor Funk stated Ordinance No. 2023-20 will be on the next agenda for a second reading.

Ordinance No. 2023-21. An Ordinance authorizing the purchase of temporary and permanent right-of-way for the Todhunter Road Culvert Replacement Project from Gail G. Alford.

The Clerk of Council read Ordinance No. 2023-21 by title only.

Mayor Funk stated Ordinance No. 2023-21 will be on the next agenda for a second reading.

Emergency Ordinance No. 2023-22. An Ordinance supplementing Personnel Policy 2-2 (b) to provide for additional wages for salaried personnel deployed to work under a state or federal declared emergency condition and declaring an emergency.

Mrs. Waggaman reported this will allow salaried personnel who are deployed to be able to earn overtime for the hours that they work over their normal schedule of 40 hours per week. The City receives full reimbursement for that so there is no increase cost to the City.

The Clerk of Council read Emergency Ordinance No. 2023-22 by title only.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Ordinance No. 2023-22 on two separate days and authorize its adoption on the first reading; seconded by Dr. Clark. Voice vote. Motion carried.

Mrs. McElfresh moved to adopt Emergency Ordinance No. 2023-22; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

Consideration of Motion for the expenditure of $345,000 to Horton Emergency Vehicles for the purchase of a Ford F550 Medic Unit.

Mr. Frentzel asked if the full payment would be made upfront or if a deposit will be made. Chief Leverage replied he would discuss with the Director of Finance; however, he believes that it would be cheaper to pay in full now.

Mrs. McElfresh moved to authorize the expenditure of $345,000 to Horton Emergency Vehicles for the purchase of a Ford F550 Medic Unit; seconded by Dr. Clark. Voice vote. Motion carried.

Consideration of Motion authorizing the expenditure of $53,788.31 to TechKinect for audio/visual upgrades to the Administrative Conference Room.

Mr. Brock stated this is the second phase of the project discussed with the Technology Committee. This will allow for simultaneous meetings to be live streamed and ARPA funds will be used. Mr. Brock noted there were some discussion about the Monroe Community Room, but costs have not been obtained for that. He further noted the system will have the capability of up to 20 rooms.

Mrs. McElfresh moved to authorize the expenditure of $53,788.31 to TechKinect for audio/visual upgrades to the Administrative Conference Room; seconded by Mr. Frentzel. Voice vote. Motion carried.

Consideration of Motion setting a special meeting of Council on September 23, 2023, beginning at 8:00 a.m. at 601 South Main Street for a budget retreat.

Mrs. McElfresh move to set a special meeting of Council on September 23, 2023, beginning at 8:00 a.m. at 601 South Main Street for a budget retreat; seconded by Mr. Wagner. Voice vote. Motion carried.

Consideration of Motion requesting a public hearing for a C1 and C2 Liquor Permit for Thorntons LLC.

Not action was taken.

Administrative Reports

Paul Goodhue provided a presentation on the Todhunter Road Truck Study. In early June we set a radar unit on Todhunter Road and it was recorded for six days. During that time there were 32 of the 12,370 vehicles were longer than 30 feet. During 12 hours of data processed there were 1,905 vehicles. 97.3% were passenger cars, 2.7% were busses and box-type trucks, and 0% semi-trailers. The findings show an insignificant amount of semi-trucks were counted by two methods, semi-trucks have been observed by residents, and review of the traffic control signage is needed.

Mr. Goodhue recommended adding additional signage, which includes directing trucks to State Route 4 and State Route 63.

Mrs. McElfresh was surprised at the study due to the fact she receives messages from the residents at least one to three times per day. Mrs. McElfresh advised that DHL locks their gates at night and that forces the trucks to use the drive off of Todhunter.

Mr. Frentzel stated that most truck drivers use GPS and is curious if they will follow the GPS and not the signs.

Council had no objection to the recommended increase in signage.

Mr. Graves asked if there is any movement with the Colonial Manor/Kroger issue. Mr. Brock replied that they are obtaining quotes for this.

Mayor Funk announced that Mr. Wagner has agreed to serve as Council Liaison to the Steering Committee for the Downtown Master Plan.

Executive Session.

Ms. McElfresh moved to adjourn into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance; second by Dr. Clark. Roll call vote: six ayes. Motion carried.

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

Mrs. McElfresh moved to reconvene into regular session; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Council reconvened at 8:27 p.m.

Adjournment

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

The regular meeting of Council adjourned at 8:27 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2023-20

AN ORDINANCE AUTHORIZING THE PURCHASE OF TEMPORARY AND PERMANENT RIGHT-OF-WAY FOR THE TODHUNTER ROAD CULVERT REPLACEMENT PROJECT FROM ROSEMARY RAMEY.

WHEREAS, the purchase of the within described right-of-way will allow the roadway to be widened making it safer without requiring guardrails.

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

<u>SECTION 1</u>: Council hereby authorizes the purchase of temporary and permanent right-of-way for the Todhunter Road Culvert Replacement Project from Rosemary Ramey in the amount of $4,807.00 as set forth on Exhibit “1” attached hereto and made a part hereof.

<u>SECTION 2</u>: This measure shall take effect and be in full force from and after the earlies period allowed by law.

PASSED:__________________

ATTEST: APPROVED:

____ ____________________________________

Clerk of Council Mayor

First Reading:__________________

LPA RE 807
Rev. 10/2017

TE
LPA

TEMPORARY EASEMENT

Rosemary Ramey, married the Grantor(s), in consideration of the sum of $262.00, to be paid by the City of Monroe, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 2, 3 -T

CITY OF MONROE-TODHUNTER ROAD

SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. C1800002000007, C1800002000009
Prior Instrument Reference: Bk. 8300 Pg. 917 and Bk. 8258 Pg. 2342, Butler County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

And, for the consideration hereinabove written, Jy Ramey, the spouse of Rosemary Ramey, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF Rosemary Ramey and Jy Ramey have hereunto set their hands on the 25 day of July, 2023

Rosemary Ramey

ROSEMARY RAMEY, WIFE

JY RAMEY, HUSBAND

STATE OF OHIO, COUNTY OF BUTLER ss:

The foregoing instrument was acknowledged before me this 28 **day of** July, 2023 by Rosemary Ramey and Jy Ramey. No oath or affirmation was administered to either Rosemary Ramey or Jy Ramey with regard to the notarial act.

James Jones

NOTARY PUBLIC

My Commission expires: 6/29/27

This form LPA RE 831-I was updated to conform to new notarial language requirements as per Revised Code 147.542.

This document was prepared by City of Monroe

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. 03/28/2023

PID C1800002000007

PARCEL C1800002000007-T1
TODHUNTER ROAD - SECTION 13 - TOWN 2 - RANGE 4
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT ROADWAY IMPROVEMENTS FOR 18 MONTHS FROM DATE OF ENTRY BY THE CITY OF MONROE, BUTLER COUNTY, OHIO

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 13, Town 2, Range 4, located in the original Ohio subdivision "Between the Miamis", and being part of a 5.036 acre tract conveyed to Rosemary Ramey in **O.R. Volume 8258, Pg. 2342** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the southwest corner of said tract, said point being on the centerline of Todhunter Road and also the south line of Section 13; thence leaving said centerline and along the west line of said tract N 4°37'41'' E a distance of 40.00 feet to a point on the proposed north right of way line previously described for Todhunter road, said point also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence continuing along said west line **N 4°37'41'' E** a distance of **30.00 feet** to a point;
2. Thence leaving said west line **S 84°36'46'' E** a distance of **30.00 feet** to a point;
3. Thence along a line bearing **S 53°38'57'' E** a distance of **58.31 feet** to a point on said proposed north right of way line for Todhunter road;
4. Thence along said proposed north right of way line **N 84°36'46'' W** a distance of **79.60 feet** to a point and returning to the POINT OF BEGINNING.

Containing 1,644.04 square feet (**0.0377 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

EXHIBIT A

This description being the same boundary as graphically depicted on the attached Exhibit “B”.

The parent tract is currently identified as Parcel ID C1800002000007 by the Butler County Auditor and is more commonly known as 440 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.29 09:23:02-04'00'

EXHIBIT "B"

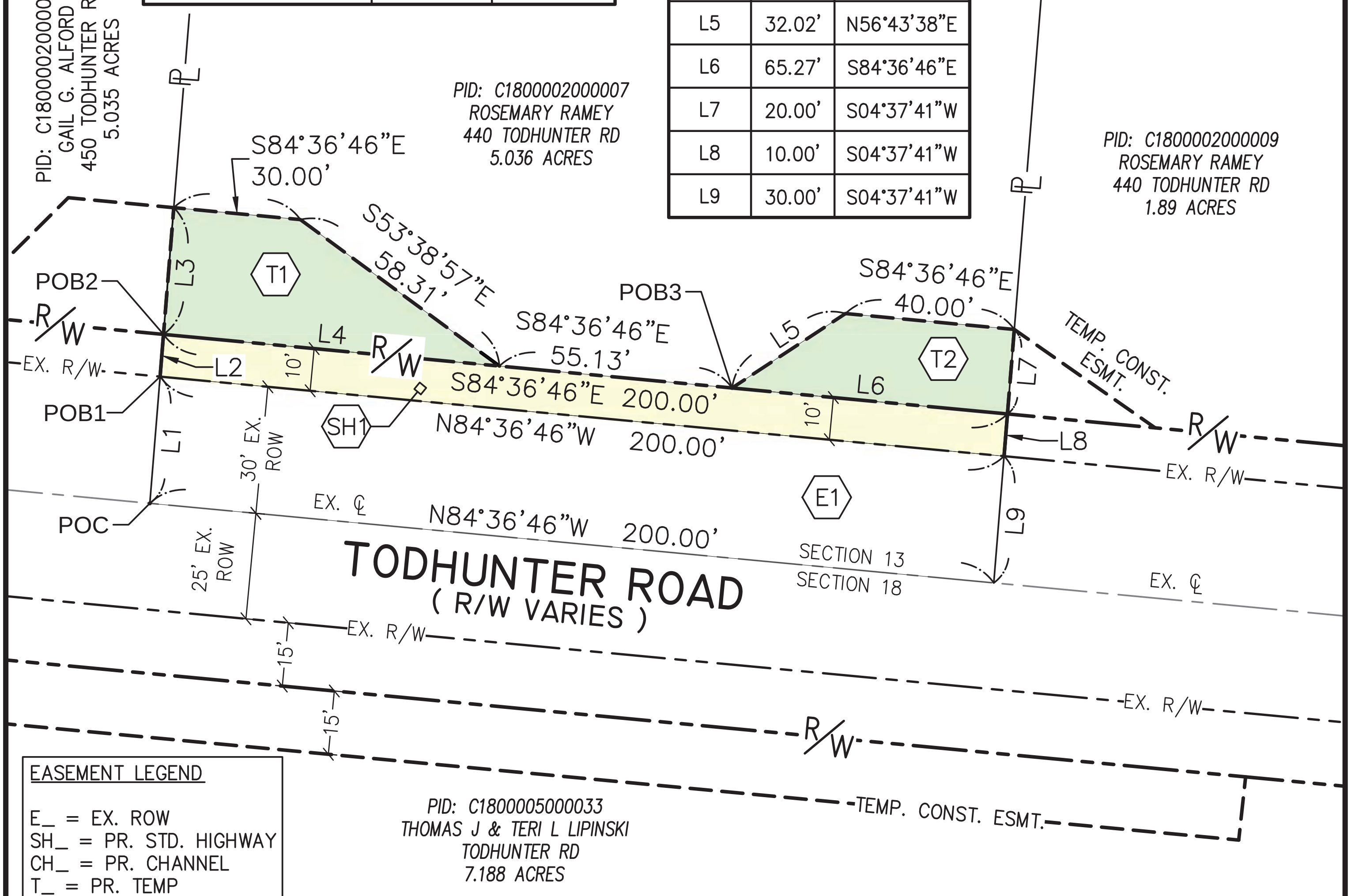
PARCEL AREAS		
PARCEL ID	AREA (SF)	AREA (AC)
C1800002000007-E1	5,999.90	0.1377
C1800002000007-SH1	1,999.97	0.0459
C1800002000007-T1	1,644.04	0.0377
C1800002000007-T2	1,052.65	0.0242

LINE TABLE		
Line #	Length	Direction
L1	30.00'	N04°37'41"E
L2	10.00'	N04°37'41"E
L3	30.00'	N04°37'41"E
L4	79.60'	S84°36'46"E
L5	32.02'	N56°43'38"E
L6	65.27'	S84°36'46"E
L7	20.00'	S04°37'41"W
L8	10.00'	S04°37'41"W
L9	30.00'	S04°37'41"W

N

NORTH BASED ON STATE PLANE COORDINATES OHIO SOUTH ZONE US FT

THIS IS NOT A BOUNDARY SURVEY



EASEMENT LEGEND

E_ = EX. ROW
SH_ = PR. STD. HIGHWAY
CH_ = PR. CHANNEL
T_ = PR. TEMP

DATE: 3/28/2023 SCALE: 1"=40'

PROPOSED EASEMENTS
PID: C1800002000007
ROSEMARY RAMEY

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal:

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Samuel J. Lewis

JWCI
Jones Warner Consultants, Inc.
www.joneswarner.com
Voice: (855) 704-5924
Fax: (937) 704-9949
jwci@joneswarner.com

EXHIBIT "B"

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. 03/28/2023

PID C1800002000007

PARCEL C1800002000007-T2
TODHUNTER ROAD - SECTION 13 - TOWN 2 - RANGE 4
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT ROADWAY IMPROVEMENTS FOR 18 MONTHS FROM DATE OF ENTRY BY THE CITY OF MONROE, BUTLER COUNTY, OHIO

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 13, Town 2, Range 4, located in the original Ohio subdivision "Between the Miamis", and being part of a 5.036 acre tract conveyed to Rosemary Ramey in **O.R. Volume 8258, Pg. 2342** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the southwest corner of said tract, said point being on the centerline of Todhunter Road and also the south line of Section 13; thence leaving said centerline and along the west line of said tract N 4°37'41" E a distance of 40.00 feet to a point on the proposed north right of way line previously described for Todhunter Road; thence leaving said west line and along said proposed right of way line S 84°36'46" E a distance of 134.73 feet to a point, said point also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence leaving said proposed right of way line **N 56°43'38" E** a distance of **32.02 feet** to a point;
2. Thence along a line bearing **S 84°36'46" E** a distance of **40.00 feet** to a point on the east line of said tract;
3. Thence along said east line **S 4°37'41" W** a distance of **20.00 feet** to a point on said proposed right of way line for Todhunter Road;
4. Thence leaving said east line and along said proposed right of way line **N 84°36'46" W** a distance of **65.27 feet** to a point and returning to the POINT OF BEGINNING.

Containing 1,052.65 square feet (**0.0242 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

EXHIBIT A

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit “B”.

The parent tract is currently identified as Parcel ID C1800002000007 by the Butler County Auditor and is more commonly known as 440 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.29 09:31:03-04'00'

EXHIBIT "B"

PARCEL AREAS

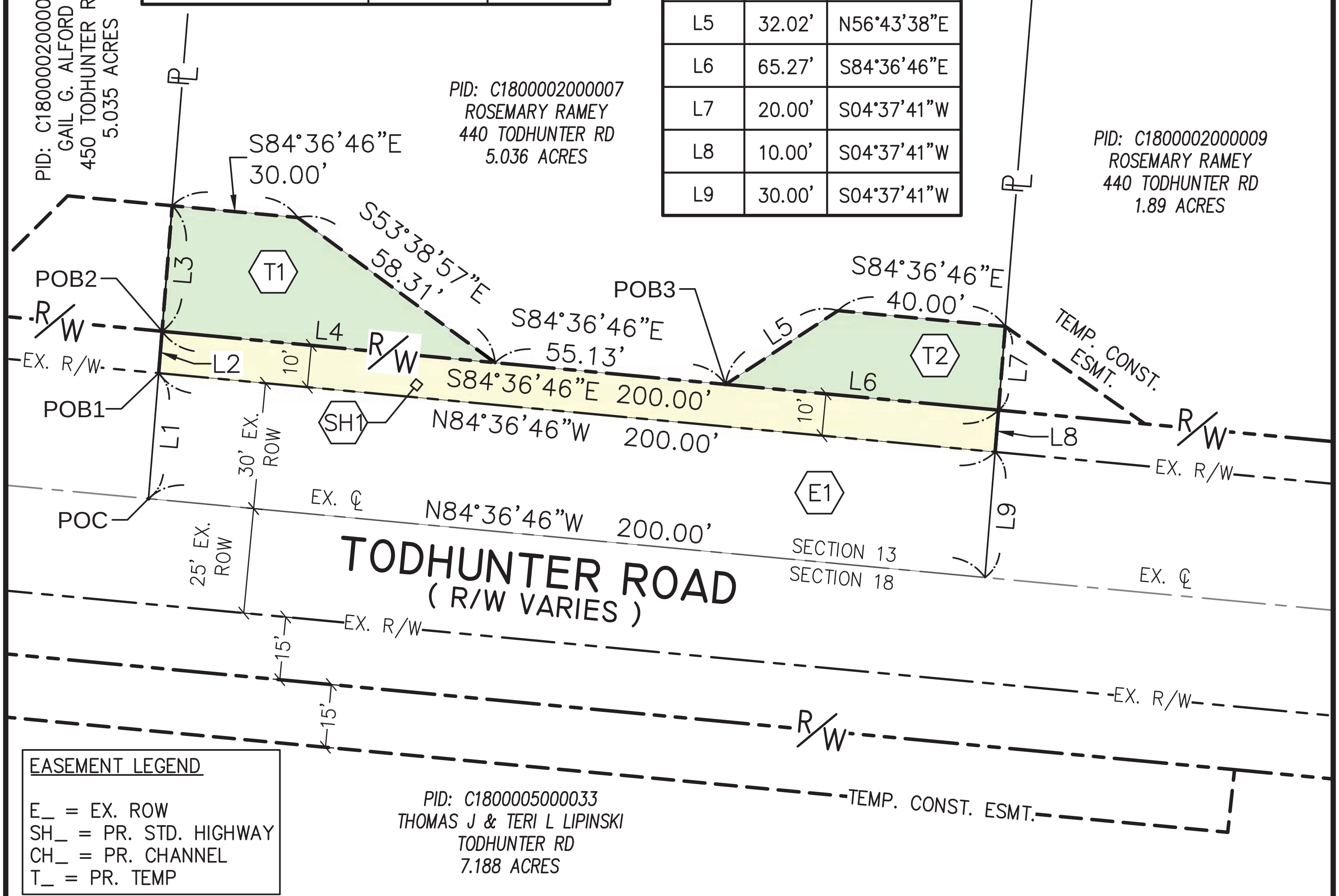
PARCEL ID	AREA (SF)	AREA (AC)
C1800002000007-E1	5,999.90	0.1377
C1800002000007-SH1	1,999.97	0.0459
C1800002000007-T1	1,644.04	0.0377
C1800002000007-T2	1,052.65	0.0242

LINE TABLE

Line #	Length	Direction
L1	30.00'	N04°37'41"E
L2	10.00'	N04°37'41"E
L3	30.00'	N04°37'41"E
L4	79.60'	S84°36'46"E
L5	32.02'	N56°43'38"E
L6	65.27'	S84°36'46"E
L7	20.00'	S04°37'41"W
L8	10.00'	S04°37'41"W
L9	30.00'	S04°37'41"W

NORTH BASED ON STATE PLANE COORDINATES OHIO SOUTH ZONE US FT

THIS IS NOT A BOUNDARY SURVEY



DATE: 3/28/2023 SCALE: 1"=40'

PROPOSED EASEMENTS
PID: C1800002000007
ROSEMARY RAMEY

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal:

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Samuel J. Lewis

JWCI
Jones Warner Consultants, Inc.

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

EXHIBIT "B"

<u>EXHIBIT A</u>

LPA RX 887 T — Rev. 07/09

Ver. 03/28/2023 — PID C1800002000009

PARCEL C1800002000009-T1
TODHUNTER ROAD - SECTION 13 - TOWN 2 - RANGE 4
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT ROADWAY IMPROVEMENTS FOR 18 MONTHS FROM DATE OF ENTRY BY THE CITY OF MONROE, BUTLER COUNTY, OHIO

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 13, Town 2, Range 4, located in the original Ohio subdivision "Between the Miamis", and being part of a 1.89 acre tract conveyed to Rosemary Ramey in **O.R. Volume 8258, Pg. 2342** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the southwest corner of said tract, said point being on the centerline of Todhunter Road and also the south line of Section 13; thence leaving said centerline and along the west line of said tract N 4°37'41" E a distance of 40.00 feet to a point on the proposed north right of way line previously described for Todhunter Road, said point also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence continuing along said west line **N 4°37'41" E** a distance of **20.00 feet** to a point;
2. Thence leaving said west line **S 55°3'14" E** a distance of **40.54 feet** to a point on said proposed north right of way line for Todhunter Road;
3. Thence along said proposed right of way line **N 84°36'46" W** a distance of **35.00 feet** to a point and returning to the POINT OF BEGINNING.

Containing 350 square feet (**0.0080 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

EXHIBIT A

LPA RX 887 T

Rev. 07/09

The parent tract is currently identified as Parcel ID number C1800002000009 by the Butler County Auditor and is more commonly known as 440 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.29 09:35:01-04'00'

EXHIBIT "B"

LINE TABLE

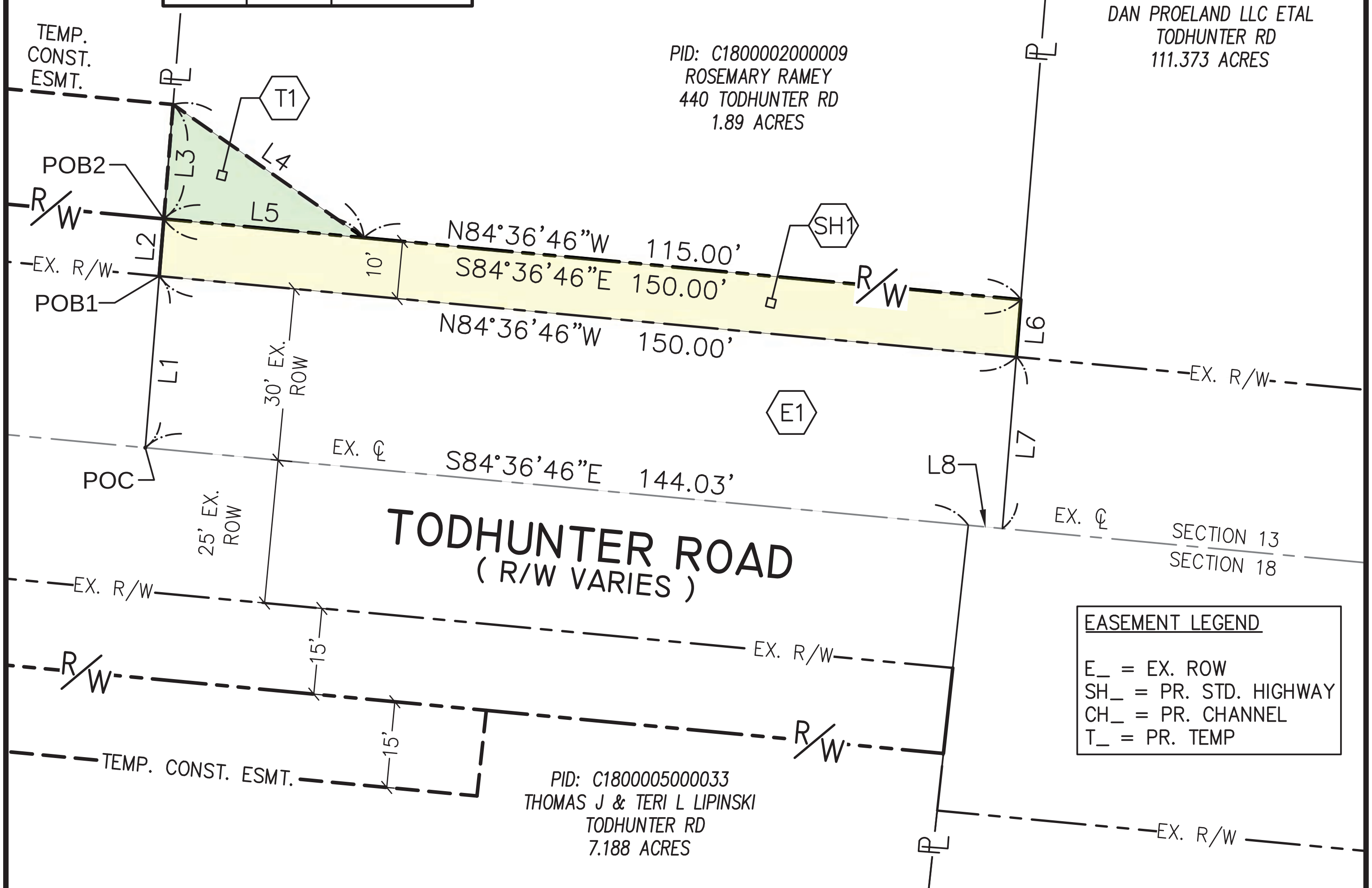
Line #	Length	Direction
L1	30.00'	N04°37'41"E
L2	10.00'	N04°37'41"E
L3	20.00'	N04°37'41"E
L4	40.54'	S55°03'14"E
L5	35.00'	S84°36'46"E
L6	10.00'	S04°37'41"W
L7	30.00'	S04°37'41"W
L8	5.97'	N84°36'46"W

PARCEL AREAS

PARCEL ID	AREA (SF)	AREA (AC)
C1800002000009-E1	4,500.00	0.1033
C1800002000009-SH1	1,500.00	0.0344
C1800002000009-T1	350.00	0.0080

NORTH BASED ON STATE PLANE COORDINATES OHIO SOUTH ZONE US FT

THIS IS NOT A BOUNDARY SURVEY



EASEMENT LEGEND

E_ = EX. ROW
SH_ = PR. STD. HIGHWAY
CH_ = PR. CHANNEL
T_ = PR. TEMP

DATE: 3/28/2023 SCALE: 1"=30'

PROPOSED EASEMENTS
PID: C1800002000009
ROSEMARY RAMEY

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal:

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Samuel J. Lewis

Jones Warner Consultants, Inc.

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

EXHIBIT "B"

EASEMENT

Rosemary Ramey, Married, the Grantor(s), in consideration of the sum of $4,545.00, to be paid by the City of Monroe, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 2, 3 -SH

CITY OF MONROE - TODHUNTER ROAD

SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. C1800002000007, C1800002000009
Prior Instrument Reference: Bk. 8300 Pg. 917 and Bk. 8258 Pg. 2342, Butler County Recorder's Office.

Grantor(s), for herself and her successors and assigns, covenant(s) with the Grantee, its successors and assigns, that she is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the **establishment, construction, reconstruction, widening, repair or maintenance of a public road.**

And, for the consideration hereinabove written, Jy Ramey, the spouse of Rosemary Ramey, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF Rosemary Ramey and Jy Ramey have hereunto set their hands on the 25 day of July, 2023

Rosemary Ramey

ROSEMARY RAMEY, WIFE

JY RAMEY, HUSBAND

STATE OF OHIO, COUNTY OF BUTLER ss:

The foregoing instrument was acknowledged before me this 28 day of July, 2023 by Rosemary Ramey and Jy Ramey. No oath or affirmation was administered to either Rosemary Ramey or Jy Ramey with regard to the notarial act.

James Jones

NOTARY PUBLIC

My Commission expires: 6/29/27

This form LPA RE 831-I was updated to conform to new notarial language requirements as per Revised Code 147.542.

This document was prepared by City of Monroe

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

Ver. 03/28/2023

PID C1800002000009

PARCEL C1800002000009-SH1
TODHUNTER ROAD - SECTION 13 - TOWN 2 - RANGE 4
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MONROE, BUTLER COUNTY, OHIO

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Monroe, Butler County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 13, Town 2, Range 4, located in the original Ohio subdivision "Between the Miamis", and being part of a 1.89 acre tract conveyed to Rosemary Ramey in **O.R. Volume 8258, Pg. 2342** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the southwest corner of said tract, said point being on the centerline of Todhunter Road and also the south line of Section 13; thence leaving said centerline and along the west line of said tract N 4°37'41" E a distance of 30.00 feet to a point on the original north right of way line for Todhunter Road, said point also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence continuing along said west line **N 4°37'41" E** a distance of **10.00 feet** to a point on the proposed north right of way line for Todhunter Road;
2. Thence leaving said west line and along said proposed right of way line **S 84°36'46" E** a distance of **150.00 feet** to a point on the east line of said tract;
3. Thence leaving said proposed right of way line and along said east line **S 4°37'41" W** a distance of **10.00 feet** to a point on said original north right of way line for Todhunter Road;

EXHIBIT A

4. Thence leaving said east line and along said original right of way line **N 84°36'46" W** a distance of **150.00 feet** and returning to the POINT OF BEGINNING.

Containing 1500 square feet (**0.0344 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID number C1800002000009 by the Butler County Auditor and is more commonly known as 440 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.28 18:06:12-04'00'

EXHIBIT "B"

LINE TABLE

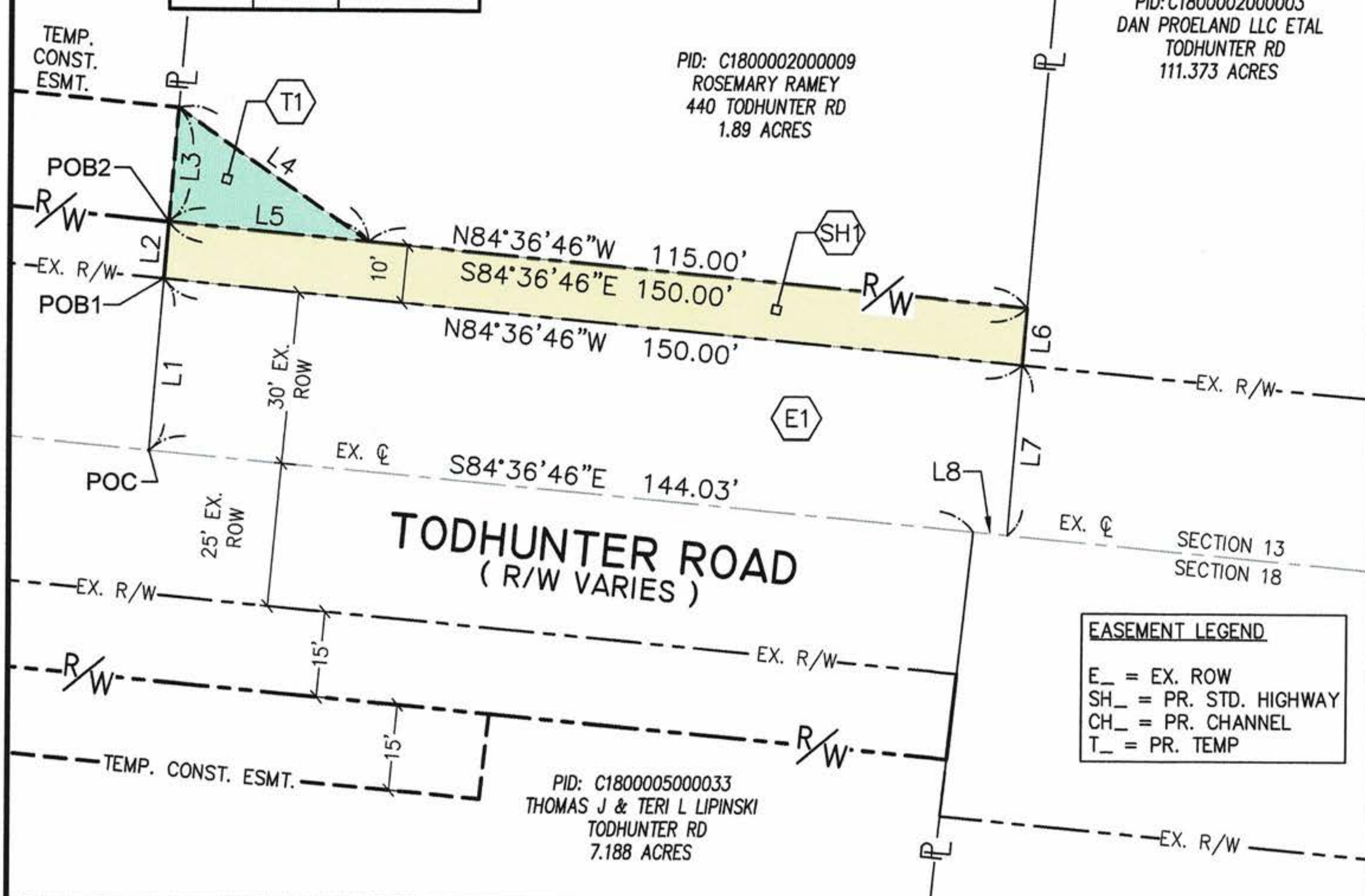
Line #	Length	Direction
L1	30.00'	N04°37'41"E
L2	10.00'	N04°37'41"E
L3	20.00'	N04°37'41"E
L4	40.54'	S55°03'14"E
L5	35.00'	S84°36'46"E
L6	10.00'	S04°37'41"W
L7	30.00'	S04°37'41"W
L8	5.97'	N84°36'46"W

PARCEL AREAS

PARCEL ID	AREA (SF)	AREA (AC)
C1800002000009-E1	4,500.00	0.1033
C1800002000009-SH1	1,500.00	0.0344
C1800002000009-T1	350.00	0.0080

NORTH BASED ON STATE PLANE COORDINATES OHIO SOUTH ZONE US FT

THIS IS NOT A BOUNDARY SURVEY



DATE: 3/28/2023 SCALE: 1"=30'

PROPOSED EASEMENTS
PID: C1800002000009
ROSEMARY RAMEY

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal:

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED PROFESSIONAL SURVEYOR

Samuel J. Lewis

JWCI
Jones Warner Consultants, Inc.

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

EXHIBIT "B"

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

Ver. 03/28/2023

PID C1800002000007

PARCEL C1800002000007-SH1
TODHUNTER ROAD - SECTION 13 - TOWN 2 - RANGE 4
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MONROE, BUTLER COUNTY, OHIO

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Monroe, Butler County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 13, Town 2, Range 4, located in the original Ohio subdivision "Between the Miamis", and being part of a 5.036 acre tract conveyed to Rosemary Ramey in **O.R. Volume 8258, Pg. 2342** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the southwest corner of said tract, said point being on the centerline of Todhunter Road and also the south line of Section 13; thence leaving said centerline and along the west line of said tract N 4°37'41" E a distance of 30.00 feet to a point on the original right of way line for Todhunter Road, said being also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence continuing along said west line **N 4°37'41" E** a distance of **10.00 feet** to a point on the proposed north right of way line for Todhunter Road;
2. Thence leaving said west line and along said proposed right of way line **S 84°36'46" E** a distance of **200.00 feet** to a point on the east line of said tract;
3. Thence leaving said proposed right of way line and along said east line **S 4°37'41" W** a distance of **10.00 feet** to a point on the original north right of way line for Todhunter Road;
4. Thence along said original right of way line **N 84°36'46" W** a distance of **200.00 feet** to a point and returning to the POINT OF BEGINNING.

EXHIBIT A

Containing 1999.97 square feet (**0.0459 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID C1800002000007 by the Butler County Auditor and is more commonly known as 440 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.28 18:08:11-04'00'

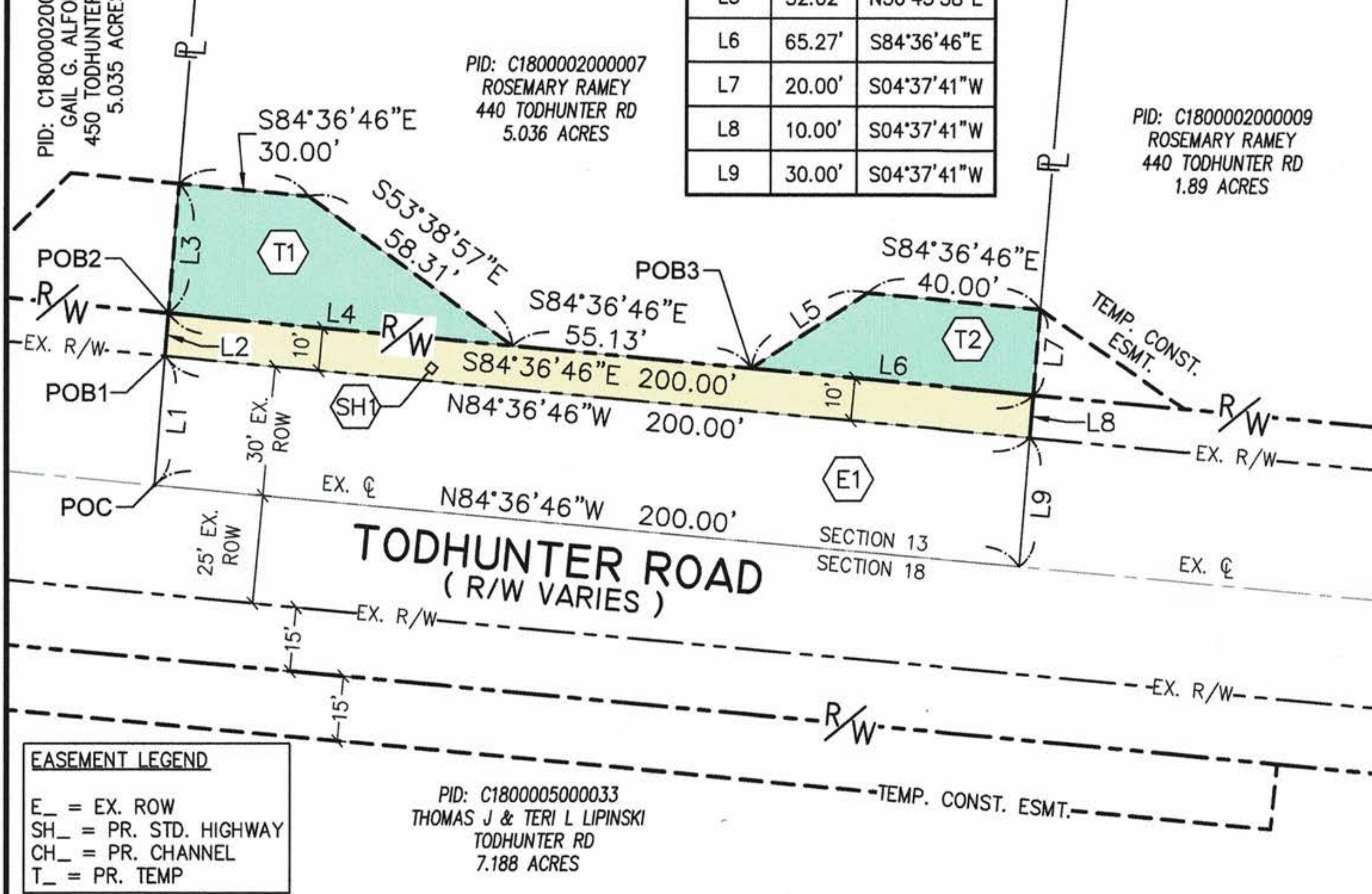
EXHIBIT "B"

NORTH BASED ON STATE PLANE COORDINATES OHIO SOUTH ZONE US FT

THIS IS NOT A BOUNDARY SURVEY

PARCEL AREAS		
PARCEL ID	AREA (SF)	AREA (AC)
C1800002000007-E1	5,999.90	0.1377
C1800002000007-SH1	1,999.97	0.0459
C1800002000007-T1	1,644.04	0.0377
C1800002000007-T2	1,052.65	0.0242

LINE TABLE		
Line #	Length	Direction
L1	30.00'	N04°37'41"E
L2	10.00'	N04°37'41"E
L3	30.00'	N04°37'41"E
L4	79.60'	S84°36'46"E
L5	32.02'	N56°43'38"E
L6	65.27'	S84°36'46"E
L7	20.00'	S04°37'41"W
L8	10.00'	S04°37'41"W
L9	30.00'	S04°37'41"W



EASEMENT LEGEND

E_ = EX. ROW
SH_ = PR. STD. HIGHWAY
CH_ = PR. CHANNEL
T_ = PR. TEMP

DATE: 3/28/2023 SCALE: 1"=40'

PROPOSED EASEMENTS
PID: C1800002000007
ROSEMARY RAMEY

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal: STATE OF OHIO ★ SAMUEL J. LEWIS S-8471 ★ REGISTERED PROFESSIONAL SURVEYOR

Samuel J. Lewis

JWCI
Jones Warner Consultants, Inc.
www.joneswarner.com
Voice: (855) 704-5924
Fax: (937) 704-9949
jwci@joneswarner.com

EXHIBIT "B"

ORDINANCE NO. 2023-21

AN ORDINANCE AUTHORIZING THE PURCHASE OF TEMPORARY AND PERMANENT RIGHT-OF-WAY FOR THE TODHUNTER ROAD CULVERT REPLACEMENT PROJECT FROM GAIL G. ALFORD.

WHEREAS, the purchase of the within described right-of-way will allow the roadway to be widened making it safer without requiring guardrails.

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

SECTION 1: Council hereby authorizes the purchase temporary and permanent right-of-way for the Todhunter Road Culvert Replacement Project from Gail G. Alford in the amount of $7,735.00 as set forth on Exhibit “1” attached hereto and made a part hereof.

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

PASSED:__________________

ATTEST: APPROVED:

______________________________ ______________________________
Clerk of Council Mayor

First Reading:__________________

Exhibit "1" Ord No. 2023-21

LPA RE 807
Rev. 10/2017

TE
LPA

TEMPORARY EASEMENT

Gail G. Alford, single, the Grantor(s), in consideration of the sum of $272.00, to be paid by the City of Monroe, Ohio, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 1-T

CITY OF MONROE-TODHUNTER ROAD

SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. C1800002000006
Prior Instrument Reference: O.R. 6104 Pg. 1657 and Vol. 1700 Pg. 559, Butler County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Gail G. Alford, Unmarried, has hereunto set her hand on the 10th day of August, 2023.

Gail G. Alford

GAIL G. ALFORD, SINGLE

STATE OF OHIO, COUNTY OF BUTLER SS:

BE IT REMEMBERED that on the10th day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Gail G. Alford, who acknowledged the foregoing instrument to be her voluntary act and deed. No oath or affirmation was administered to Gail G. Alford with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

JAMES JONES

NOTARY PUBLIC
My Commission expires: 6/25/27

This document was prepared by: City of Monroe, Ohio

EXHIBIT A

LPA RX 887 T

Ver. 03/28/2023

PID C1800002000006

PARCEL C1800002000006-T1
TODHUNTER ROAD - SECTION 13 - TOWN 2 - RANGE 4
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT ROADWAY IMPROVEMENTS FOR 18 MONTHS FROM DATE OF ENTRY BY THE CITY OF MONROE, BUTLER COUNTY, OHIO

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 13, Town 2, Range 4, located in the original Ohio subdivision "Between the Miamis", and being part of a 5.030 acre tract conveyed to Gail G. Alford in **O.R. Volume 1700, Pg. 559** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the southwest corner of said tract, said point being on the centerline of Todhunter Road and also the south line of Section 13; thence leaving said centerline and along the west line of said tract N 4°11'14" E a distance of 40.01 feet to a point to a point on the proposed north right of way line previously described for Todhunter Road; thence leaving said west line and along said proposed right of way line S 84°36'46" E a distance of 299.91 feet to a point, said being also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence leaving said proposed right of way line **N 45°11'34" E** a distance of **39.05 feet** to a point;
2. Thence along a line bearing **S 84°36'46" E** a distance of **25.00 feet** to a point on the east line of said tract;
3. Thence along said east line **S 4°37'41" W** a distance of **30.00 feet** to a point on said proposed north right of way line for Todhunter Road;
4. Thence leaving said east line and along said proposed right of way line **N 84°36'46" W** a distance of **50.40 feet** to a point and returning to the POINT OF BEGINNING.

Containing 1130.96 square feet (**0.0260 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

EXHIBIT A

LPA RX 887 T

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID C1800002000006 by the Butler County Auditor and is more commonly known as 450 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.29 09:35:39-04'00'

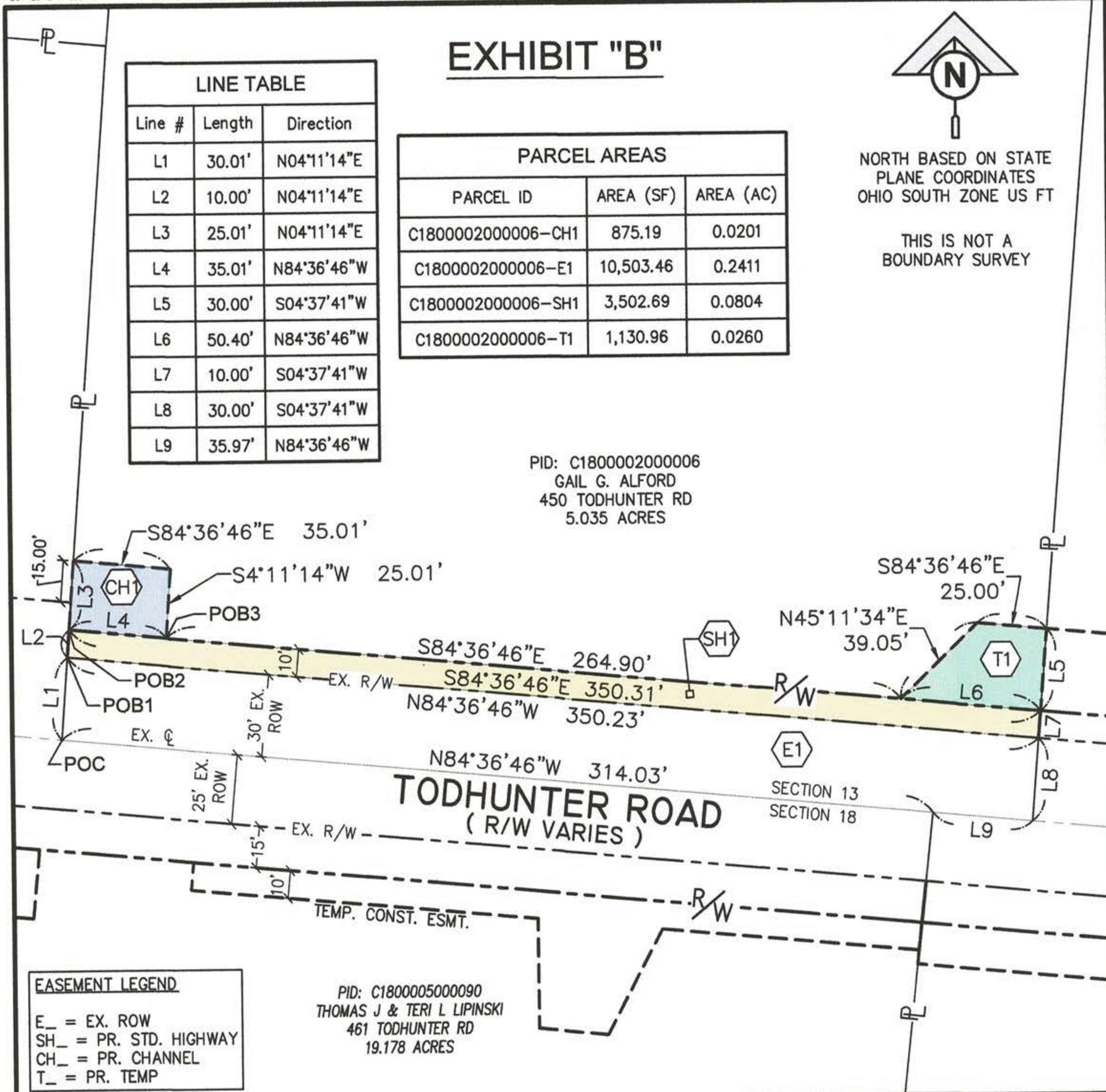
EXHIBIT "B"

LINE TABLE		
Line #	Length	Direction
L1	30.01'	N04°11'14"E
L2	10.00'	N04°11'14"E
L3	25.01'	N04°11'14"E
L4	35.01'	N84°36'46"W
L5	30.00'	S04°37'41"W
L6	50.40'	N84°36'46"W
L7	10.00'	S04°37'41"W
L8	30.00'	S04°37'41"W
L9	35.97'	N84°36'46"W

PARCEL AREAS		
PARCEL ID	AREA (SF)	AREA (AC)
C1800002000006-CH1	875.19	0.0201
C1800002000006-E1	10,503.46	0.2411
C1800002000006-SH1	3,502.69	0.0804
C1800002000006-T1	1,130.96	0.0260

NORTH BASED ON STATE PLANE COORDINATES OHIO SOUTH ZONE US FT

THIS IS NOT A BOUNDARY SURVEY



EASEMENT LEGEND

E_ = EX. ROW
SH_ = PR. STD. HIGHWAY
CH_ = PR. CHANNEL
T_ = PR. TEMP

DATE: 3/28/2023 SCALE: 1"=50'

PROPOSED EASEMENTS
PID: C1800002000006
GAIL G. ALFORD

Seal: STATE OF OHIO SAMUEL J. LEWIS S-8471 REGISTERED PROFESSIONAL SURVEYOR

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

JWCI Jones Warner Consultants, Inc.

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

EXHIBIT "B"

EASEMENT

Gail G. Alford, single, the Grantor(s), in consideration of the sum of $7,463.00, to be paid by the City of Monroe, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 1-CH, SH

CITY OF MONROE - TODHUNTER ROAD

SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. C1800002000006
Prior Instrument Reference: O.R. 6104 Pg. 1657 and Vol. 1700 Pg. 559, Butler County Recorder's Office.

Grantor(s), for herself and her successors and assigns, covenant(s) with the Grantee, its successors and assigns, that she is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In Witness Whereof Gail G. Alford, single, has hereunto set her hand on the10th day of August, 2023.

Gail G. Alford

GAIL G. ALFORD, SINGLE

State Of OHIO, County Of Butler ss:

Be It Remembered that on the 10th day of August ,2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Gail G. Alford, who acknowledged the foregoing instrument to be her voluntary act and deed. No oath or affirmation was administered to Gail G. Alford with regard to the notarial act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

James Jones

Notary Public

My Commission expires: 6/29/27

This document was prepared by: City of Monroe, Ohio

EXHIBIT A

LPA RX 871 SH

Ver. 03/28/2023

PID C1800002000006

PARCEL C1800002000006-SH1
TODHUNTER ROAD - SECTION 13 - TOWN 2 - RANGE 4
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MONROE, BUTLER COUNTY, OHIO

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Monroe, Butler County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 13, Town 2, Range 4, located in the original Ohio subdivision "Between the Miamis", and being part of a 5.030 acre tract conveyed to Gail G. Alford in **O.R. Volume 1700, Pg. 559** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the southwest corner of said tract, said point being on the centerline of Todhunter Road and also the south line of Section 13; thence leaving said centerline and along the west line of said tract N 4°11'14" E a distance of 30.01 feet to a point on the original north right of way line for Todhunter Road, said being also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence continuing along said west line **N 4°11'14" E** a distance of **10.00 feet** to a point on the proposed north right of way line for Todhunter Road;
2. Thence leaving said west line and along said proposed right of way line **S 84°36'46" E** a distance of **350.31 feet** to a point on the east line of said tract;
3. Thence leaving said proposed right of way line and along said east line **S 4°37'41" W** a distance of **10.00 feet** to a point on said original north right of way line for Todhunter Road;
4. Thence leaving said east line and along said original right of way line **N 84°36'46" W** a distance of **350.23 feet** to a point; and returning to the POINT OF BEGINNING.

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

Containing 3,502.69 square feet (**0.0804 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID C1800002000006 by the Butler County Auditor and is more commonly known as 450 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.28 18:03:22-04'00'

EXHIBIT "B"

NORTH BASED ON STATE PLANE COORDINATES OHIO SOUTH ZONE US FT

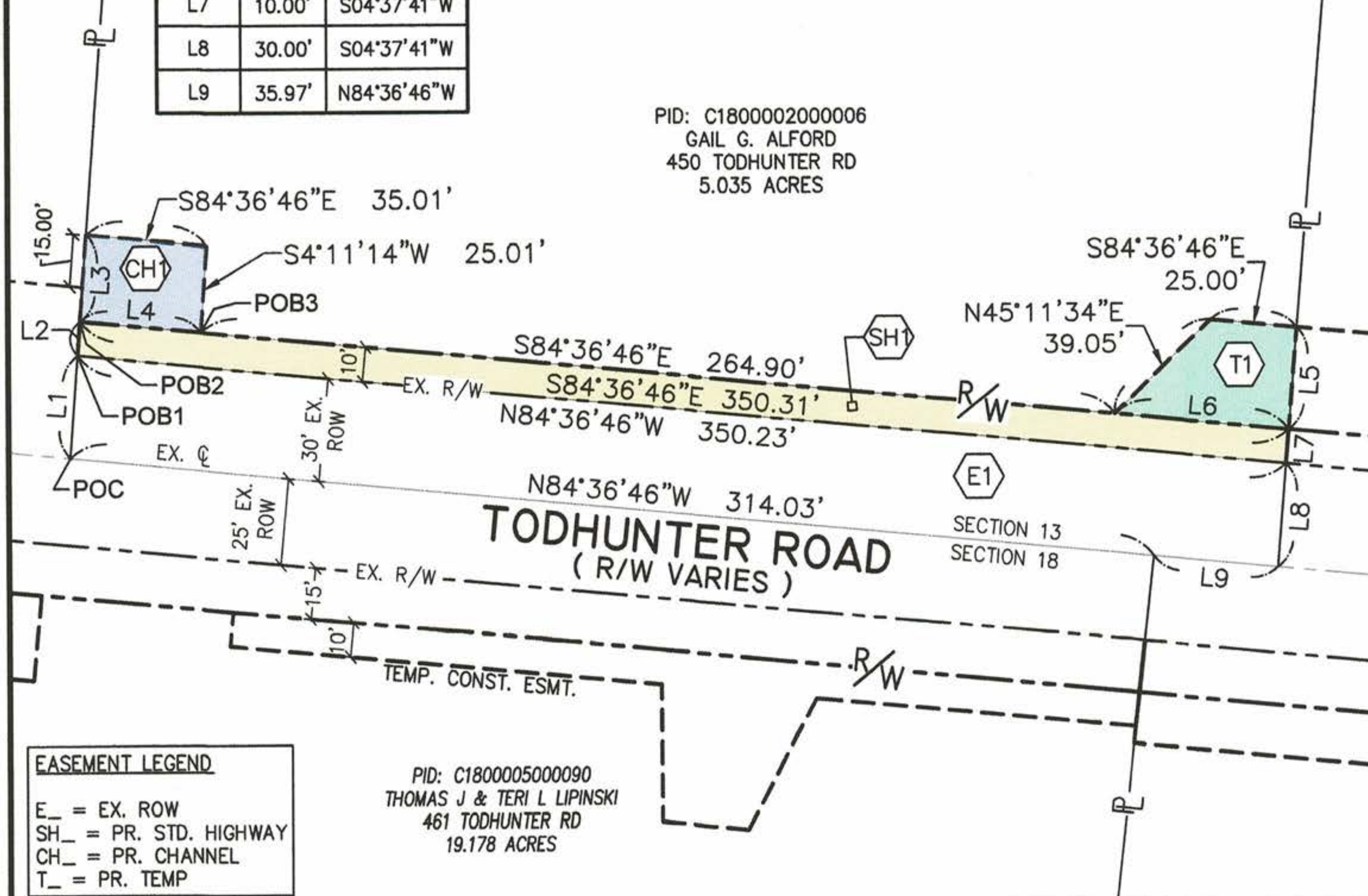
THIS IS NOT A BOUNDARY SURVEY

LINE TABLE

Line #	Length	Direction
L1	30.01'	N04°11'14"E
L2	10.00'	N04°11'14"E
L3	25.01'	N04°11'14"E
L4	35.01'	N84°36'46"W
L5	30.00'	S04°37'41"W
L6	50.40'	N84°36'46"W
L7	10.00'	S04°37'41"W
L8	30.00'	S04°37'41"W
L9	35.97'	N84°36'46"W

PARCEL AREAS

PARCEL ID	AREA (SF)	AREA (AC)
C1800002000006-CH1	875.19	0.0201
C1800002000006-E1	10,503.46	0.2411
C1800002000006-SH1	3,502.69	0.0804
C1800002000006-T1	1,130.96	0.0260



DATE: 3/28/2023 SCALE: 1"=50'

PROPOSED EASEMENTS
PID: C1800002000006
GAIL G. ALFORD

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal: STATE OF OHIO SAMUEL J. LEWIS S-8471 REGISTERED PROFESSIONAL SURVEYOR

Samuel J. Lewis

JWCI
Jones Warner Consultants, Inc.
www.joneswarner.com
Voice: (855) 704-5924
Fax: (937) 704-9949
jwci@joneswarner.com

EXHIBIT "B"

EXHIBIT A

LPA RX 879 CH

Rev. 06/09

Ver. 03/28/2023

PID C1800002000006

PARCEL C1800002000006-CH1
TODHUNTER ROAD - SECTION 13 - TOWN 2 - RANGE 4
PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A CHANNEL
IN THE NAME AND FOR THE USE OF THE
CITY OF MONROE, BUTLER COUNTY, OHIO

A perpetual easement for the construction and maintenance of a perpetual watercourse, ditch, channel or other drainage facility upon the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 13, Town 2, Range 4, located in the original Ohio subdivision "Between the Miamis", and being part of a 5.030 acre tract conveyed to Gail G. Alford in **O.R. Volume 1700, Pg. 559** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the southwest corner of said tract, said point being on the centerline of Todhunter Road and also the south line of Section 13; thence leaving said centerline and along the west line of said tract N 4°11'14" E a distance of 40.01 feet to a point on the proposed north right of way line previously described for Todhunter Road, said being also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence continuing along said west line **N 4°11'14" E** a distance of **25.00 feet** to a point;
2. Thence leaving said west line **S 84°36'46" E** a distance of **35.01 feet** to a point;
3. Thence along a line bearing **S 4°11'14" W** a distance of **25.01 feet** to a point on said proposed north right of way line for Todhunter Road;
4. Thence along said proposed right of way line **N 84°36'46" W** a distance of **35.01 feet** to a point and returning to the POINT OF BEGINNING.

Containing 875.19 square feet (**0.0201 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

EXHIBIT A

LPA RX 879 CH

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID C1800002000006 by the Butler County Auditor and is more commonly known as 450 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.28 18:04:47-04'00'

EXHIBIT "B"

LINE TABLE

Line #	Length	Direction
L1	30.01'	N04°11'14"E
L2	10.00'	N04°11'14"E
L3	25.01'	N04°11'14"E
L4	35.01'	N84°36'46"W
L5	30.00'	S04°37'41"W
L6	50.40'	N84°36'46"W
L7	10.00'	S04°37'41"W
L8	30.00'	S04°37'41"W
L9	35.97'	N84°36'46"W

PARCEL AREAS

PARCEL ID	AREA (SF)	AREA (AC)
C1800002000006-CH1	875.19	0.0201
C1800002000006-E1	10,503.46	0.2411
C1800002000006-SH1	3,502.69	0.0804
C1800002000006-T1	1,130.96	0.0260

NORTH BASED ON STATE PLANE COORDINATES OHIO SOUTH ZONE US FT

THIS IS NOT A BOUNDARY SURVEY

EASEMENT LEGEND

E_ = EX. ROW
SH_ = PR. STD. HIGHWAY
CH_ = PR. CHANNEL
T_ = PR. TEMP

DATE: 3/28/2023 SCALE: 1"=50'

PROPOSED EASEMENTS
PID: C1800002000006
GAIL G. ALFORD

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal: STATE OF OHIO SAMUEL J. LEWIS S-8471 REGISTERED PROFESSIONAL SURVEYOR

Samuel J. Lewis

JWCI Jones Warner Consultants, Inc.

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

EXHIBIT "B"

RESOLUTION NO. 54-2023

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF $44,474.65 TO MAJORS ENTERPRISES, INC.

WHEREAS, an emergency repair to a 12" water main along the west bound lane of State Route 63; and

WHEREAS, Due to the depth and complexity of the repair, City staff did not have the proper safety equipment and experience to repair a leak of this nature; and

WHEREAS, there was not sufficient time to open a purchase order prior to the repair of the water main.

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

SECTION 1: A Then-and-Now Certificate in the amount of $44,474.65 to Majors Enterprises, Inc. is hereby approved.

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

PASSED:____________________

ATTEST: APPROVED:

Clerk of Council

Mayor

Majors Enterprises, Inc.
6393 Hamilton Lebanon Road
Monroe, OH 45050
(513)539-8212
Majors.Enterprises@outlook.com

Invoice 1547

BILL TO	SHIP TO
City Of Monroe 1000 Holman Ave. Monroe, OH 45050	City Of Monroe 1000 Holman Ave. Monroe, OH 45050

DATE	PLEASE PAY	DUE DATE
09/06/2023	**$44,474.65**	10/06/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/31/2023	Excavation	Matt Hadley foreman	7	155.00	1,085.00
08/31/2023	Excavation	Doug Reeves operator	5	155.00	775.00
08/31/2023	Excavation	Levi Marsh laborer	5	135.00	675.00
08/31/2023	Excavation	Jimmy Petrie laborer	5	135.00	675.00
08/31/2023	Excavation	Cody Morehouse laborer	5	135.00	675.00
09/01/2023	Excavation	Matt Hadley foreman	8	155.00	1,240.00
09/01/2023	Excavation	Doug Reeves operator	8	155.00	1,240.00
09/01/2023	Excavation	Joe Rainey operator	8	155.00	1,240.00
09/01/2023	Excavation	Josh King operator	5	155.00	775.00
09/01/2023	Excavation	Levi Marsh laborer	8	135.00	1,080.00
09/01/2023	Excavation	Jimmy Petrie laborer	8	135.00	1,080.00
09/01/2023	Excavation	Javier Sandoval laborer	8	135.00	1,080.00
09/01/2023	Excavation	Kenny Patrick laborer	5	135.00	675.00
09/05/2023	Excavation	Matt Hadley foreman	2	155.00	310.00
09/05/2023	Excavation	Doug Reeves operator	2	155.00	310.00
09/05/2023	Excavation	Jimmy Petrie laborer	2	135.00	270.00
09/05/2023	Excavation	Josh King foreman	3.50	155.00	542.50
09/05/2023	Excavation	Joe Rainey operator	3.50	155.00	542.50
09/05/2023	Excavation	Javier Sandoval laborer	3.50	135.00	472.50
09/05/2023	Excavation	Kenny Patrick laborer	3.50	135.00	472.50
	Excavation	Mobilize	1	1,500.00	1,500.00
	Excavation	Sawcut	1	500.00	500.00
	Excavation	Dump truck with driver (hourly)	16	145.00	2,320.00
	Excavation	Dump fee per load	3	50.00	150.00
	Excavation	Service truck per hour	21	175.00	3,675.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Excavation	Excavator per hour	20.50	100.00	2,050.00
	Excavation	Skid Steer per hour	20.50	75.00	1,537.50
09/06/2023	**Excavation**	Matt Hadley foreman	4	155.00	620.00
09/06/2023	**Excavation**	Doug Reeves operator	3.50	155.00	542.50
09/06/2023	**Excavation**	Jimmy Petrie laborer	3.50	135.00	472.50
09/06/2023	**Excavation**	3.97 ton Asphalt	1	388.07	388.07
09/06/2023	**Excavation**	Core and Main Material	1	12,494.53	12,494.53
09/06/2023	**Excavation**	Concrete	1	3,009.55	3,009.55

TOTAL DUE $44,474.65

THANK YOU.

RESOLUTION NO. 55-2023

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID SUBMITTED FOR THE 2023 BRITTANY HEIGHTS CONCRETE ASSESSMENT REHABILITATION PROJECT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND R. A. MILLER CONSTRUCTION FOR SAID PROJECT

WHEREAS, after advertising and bidding according to law, Council desires to accept the lowest and/or best bid for the 2023 Brittany Heights Concrete Assessment Rehabilitation Project.

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

SECTION 1: The bid submitted by R. A. Miller Construction is hereby declared to be the lowest and/or best bid for the 2023 Brittany Heights Concrete Assessment Rehabilitation Project.

SECTION 2: Council hereby accepts the bid referenced herein and authorizes the City Manager to enter into an contract by and between the City of Monroe and R. A. Miller Construction pursuant to the terms and conditions contained in the bid documents submitted on September 11, 2023.

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

PASSED:___________________________

ATTEST: APPROVED:

_______________________________ Clerk of Council

_______________________________ Mayor

Bid Tab (as of 9/11/2023)

Item Number	ODOT Number	Item Description	Units	Plan Quantity	Unit Price	Extended Price
1	202	Existing Concrete Curb/pavement removal (includes debris removal)	LF	1552	11.00	17072.00
2	202	Existing Drive apron removal (includes debris removal)	SY	541	29.00	15689.00
3	609	ODOT Type 3 Curb and Gutter - includes any aggregate, saw cuts, asphalt repairs at min. 4: depth hot mix asphalt, expansion joint materials and restoration of any disturbed grass areas.	LF	1552	41.90	65028.80
4	609	6' Drive Apron - includes any aggregate base, saw cuts, expansion joint material and restoration of any disturbed grass areas.	SY	541	82.00	44362.00
5	609	Curb Saw Cut and Caulk	EA	24	200.00	4800.00
6	614	Maintenance of Traffic	LS	1	7700.00	7700.00
					Subtotal	154,651.80
					10% Contingency	15,465.18
					Total	170,116.98

**** NO ROAD CLOSURES PERMITTED DURING CONSTURCTION AT ANY TIME ****

RESOLUTION NO. 56-2023

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID SUBMITTED FOR THE 2023 ADA RAMP REPLACEMENT PROGRAM AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND R.A. MILLER CONSTRUCTION CO., INC. FOR SAID PROJECT.

WHEREAS, after advertising and bidding according to law for the 2023 ADA Ramp Replacement Program, R.A. Miller Construction Co., Inc. is the lowest and/or best bidder.

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

SECTION 1: After advertising and bidding according to law for the 2023 ADA Ramp Replacement Program, Council hereby accepts the bid submitted by R.A. Miller Construction Co., Inc. as the lowest and/or best bid.

SECTION 2: The City Manager is hereby authorized to enter into a contract by and between the City of Monroe and R.A. Miller Construction Co., Inc. for the 2023 ADA Ramp Replacement Program pursuant to the terms and conditions set forth on the bidding documents submitted on September 8, 2023.

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

PASSED:_________________

ATTEST: APPROVED:

_____________________________ Clerk of Council

_____________________________ Mayor

Description	Unit	Qty	Unit Price	Extended Price
Area 1 – Macready Avenue at Britton Lane				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	222	6.00	1332.00
Remove Type 6 Barrier Curb (include sawcut)	LF	32	17.00	544.00
4" Thick Concrete on Compacted Aggregate Base	SF	222	6.00	1332.00
Type 6 Barrier Curb on Compacted Aggregate Base (including asphalt repair as needed)	LF	32	86.00	2752.00
Remove and Replace Asphalt in-kind	SF	40	51.00	2040.00
ADA Truncated Dome, Cast in Place, wet set	EA	2	575.00	1150.00
Seeding, Mulching and Grading	SY	23	31.00	713.00
Maintenance of Traffic	EA	2	500.00	1000.00
			Subtotal	10863.00
			10% Contingency	1086.30
			Total	11949.30
Area 2 – Ohio Avenue at Britton Lane				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	87	6.00	522.00
Remove Type 6 Barrier Curb (include sawcut)	LF	11	17.00	187.00
4" Thick Concrete on Compacted Aggregate Base	SF	87	6.00	522.00
Type 6 Barrier Curb on Compacted Aggregate Base (including asphalt repair as needed)	LF	11	86.00	946.00
ADA Truncated Dome, Cast in Place, wet set	EA	1	575.00	575.00
Seeding, Mulching and Grading	SY	14	31.00	434.00
Maintenance of Traffic	EA	1	500.00	500.00
			Subtotal	3686.00
			10% Contingency	368.60
			Total	4054.60
Area 3 – Ohio Avenue at Lee Price Avenue				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	226	6.00	1356.00
Remove Type 6 Barrier Curb (include sawcut)	LF	44	17.00	748.00

4" Thick Concrete on Compacted Aggregate Base	SF	226	6.00	1356.00
Type 6 Barrier Curb on Compacted Aggregate Base (including asphalt repair as needed)	LF	44	86.00	3784.00
ADA Truncated Dome, Cast in Place, wet set	EA	3	575.00	1725.00
Seeding, Mulching and Grading	SY	31	31.00	961.00
Maintenance of Traffic	EA	3	500.00	1000.00
			Subtotal	10930.00
			10% Contingency	1093.00
			Total	12023.00
Area 4 – Keenland Court at Bluegrass Lane				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	216	6.00	1296.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	32	17.00	544.00
4" Thick Concrete on Compacted Aggregate Base	SF	216	6.00	1296.00 mm
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	32	86.00	2752.00
ADA Truncated Dome, Cast in Place, wet set	EA	2	575.00	1150.00
Seeding, Mulching and Grading	SY	44	31.00	1364.00
Maintenance of Traffic	EA	2	500.00	1000.00
			Subtotal	9402.00
			10% Contingency	940.20
			Total	10342.20
Area 5 – Dobbin Court at Steeplechase Lane				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	148	6.00	888.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	26	17.00	442.00
4" Thick Concrete on Compacted Aggregate Base	SF	148	6.00	888.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	26	86.00	2236.00
Manhole Adjust to Grade	EA	1	750.00 mm	750.00
ADA Truncated Dome, Cast in Place, wet set	EA	2	575.00 mm	1150.00
Seeding, Mulching and Grading	EASY	25	31.00	775.00

Maintenance of Traffic	EA	2	500.00	1000.00
			Subtotal	8129.00
			10% Contingency	812.90
			Total	8941.90
Area 6 – Paddock Lane at Saddle Lane				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	204	6.00	1224.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	32	17.00	544.00
4" Thick Concrete on Compacted Aggregate Base	SF	204	6.00	1224.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	32	86.00	2752.00
ADA Truncated Dome, Cast in Place, wet set	EA	2	575.00	1150.00
Seeding, Mulching and Grading	SY	36	31.00	1116.00
Maintenance of Traffic	EA	2	500.00	1000.00
			Subtotal	9010.00
			10% Contingency	901.00
			Total	9911.00
Area 7 – Saddle Lane at Bridle Pass Way				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	283	6.00	1698.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	43	17.00	731.00
4" Thick Concrete on Compacted Aggregate Base	SF	283	6.00	1698.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	43	86.00	3698.00
ADA Truncated Dome, Cast in Place, wet set	EA	3	575.00	1725.00
Seeding, Mulching and Grading	SY	67	31.00	2077.00
Maintenance of Traffic	EA	3	500.00	1500.00
			Subtotal	13127.00
			10% Contingency	1312.70
			Total	14 439.70

Area 8 – Bridle Creek Drive at Gallaher Road				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	90	6.00	540.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	10	17.00	170.00
4" Thick Concrete on Compacted Aggregate Base	SF	90	6.00	540.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	10	86.00	860.00
ADA Truncated Dome, Cast in Place, wet set	EA	1	575.00	575.00
Seeding, Mulching and Grading	SY	15	31.00	465.00
Maintenance of Traffic	EA	1	500.00	500.00
			Subtotal	3650.00
			10% Contingency	365.00
			Total	4015.00
Area 9 – Stablewatch Court at Old Carriage Court				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	216	6.00	1296.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	26	17.00	442.00
4" Thick Concrete on Compacted Aggregate Base	SF	216	6.00	1296.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	26	86.00	2236.00
ADA Truncated Dome, Cast in Place, wet set	EA	2	575.00	1150.00
Seeding, Mulching and Grading	SY	42	31.00	1302.00
Maintenance of Traffic	EA	2	500.00	1000.00
			Subtotal	8722.00
			10% Contingency	872.20
			Total	9594.20
Area 10 – Seminary Drive at Mt. Pleasant Drive				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	411	6.00	2466.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	51	17.00	867.00
4" Thick Concrete on Compacted Aggregate Base	SF	411	6.00	2466.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	51	86.00	4386.00

Remove and Replace Asphalt in Kind	SF	76	51.00	3876.00
ADA Truncated Dome, Cast in Place, wet set	EA	3	575.00	1725.00
Seeding, Mulching and Grading	SY	80	31.00	2480.00
Maintenance of Traffic	EA	3	500.00	1500.00
			Subtotal	19766.00
			10% Contingency	1976.60
			Total	21742.60
Area 11 – 303 Seminary Drive				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	52	6.00	312.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	8	17.00	136.00
4" Thick Concrete on Compacted Aggregate Base	SF	52	6.00	312.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	8	86.00	688.00
ADA Truncated Dome, Cast in Place, wet set	EA	1	575.00	575.00
Seeding, Mulching and Grading	SY	12	31.00	372.00
Maintenance of Traffic	EA	1	500.00	500.00
			Subtotal	2895.00
			10% Contingency	289.50
			Total	3184.50
Area 12 – Seminary Drive at Xenia Court				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	313	6.00	1878.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	27	17.00	459.00
4" Thick Concrete on Compacted Aggregate Base	SF	313	6.00	1878.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	27	86.00	2322.00
ADA Truncated Dome, Cast in Place, wet set	EA	2	575.00	1150.00
Seeding, Mulching and Grading	SY	52	31.00	1612.00
Maintenance of Traffic	EA	2	500.00	1000.00
			Subtotal	10299.00

			10% Contingency	1029.90
			Total	11328.90
Area 13 – Seminary Drive at Cincinnati Circle				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	250	6.00	1500.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	35	17.00	595.00
4" Thick Concrete on Compacted Aggregate Base	SF	250	6.00	1500.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	35	86.00	3010.00
ADA Truncated Dome, Cast in Place, wet set	EA	2	575.00	1150.00
Seeding, Mulching and Grading	SY	34	31.00	1054.00
Maintenance of Traffic	EA	2	500.00	1000.00
			Subtotal	9809.00
			10% Contingency	980.90
			Total	10789.90
Area 14 – Seminary Drive at Paxton Circle				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	36	6.00	216.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	14	17.00	238.00
4" Thick Concrete on Compacted Aggregate Base	SF	36	6.00	216.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	14	86.00	1204.00
ADA Truncated Dome, Cast in Place, wet set	EA	1	575.00	575.00
Seeding, Mulching and Grading	SY	5	31.00	155.00
Maintenance of Traffic	EA	1	500.00	500.00
			Subtotal	3104.00
			10% Contingency	310.40
			Total	3414.40
Area 15 – Northwestern Avenue at Muskingum Circle				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	117	6.00	702.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	16	17.00	272.00

4" Thick Concrete on Compacted Aggregate Base	SF	117	6.00	702.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	16	86.00	1376.00 am
ADA Truncated Dome, Cast in Place, wet set	EA	1	575.00	575.00
Seeding, Mulching and Grading	SY	16	31.00	496.00
Maintenance of Traffic	EA	1	500.00	500.00
			Subtotal	4623.00
			10% Contingency	462.30
			Total	5085.30
Area 16 – Northwestern Avenue at Maumee Drive				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	137	6.00	822.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	13	17.00	221.00
4" Thick Concrete on Compacted Aggregate Base	SF	137	6.00	822.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	13	86.00	1118.00
ADA Truncated Dome, Cast in Place, wet set	EA	1	575.00	575.00
Seeding, Mulching and Grading	SY	19	31.00	589.00
Maintenance of Traffic	EA	1	500.00	500.00
			Subtotal	4647.00
			10% Contingency	464.70
			Total	5111.70
Area 17 – Northwestern Avenue at Miami Drive				
Remove 4" Avg Concrete & Construct Aggregate Base as needed	SF	173	6.00	1038.00
Remove 30" Avg Combination Curb and Gutter (include sawcut)	LF	16	17.00	272.00
4" Thick Concrete on Compacted Aggregate Base	SF	173	6.00	1038.00
30" Combined Curb & Gutter on Compacted Aggregate Base (including asphalt repair as needed)	LF	16	86.00	1376.00
ADA Truncated Dome, Cast in Place, wet set	EA	1	575.00	575.00
Seeding, Mulching and Grading	SY	23	31.00	713.00
Maintenance of Traffic	EA	1	500.00	500.00

Subtotal	5512.00
10% Contingency	551.20
Total	6063.20
Grand Total (including contingency)	151,991.40

All Construction activities must conform to the City of Monroe Standards including but not limited to Series 300.

RESOLUTION NO. 57-2023

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OHIO PATROLMENS BENEVOLENT ASSOCIATION FOR THE POLICE SERGEANTS.

WHEREAS, negotiations between the City of Monroe and the Ohio Patrolmens Benevolent Association for the Police Sergeants, have been ongoing; and

WHEREAS, as a result of said negotiations the parties have reached an agreement.

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 collective bargaining agreement by and between the City of Monroe and the Ohio Patrolmens Benevolent Association for the Police Sergeants, pursuant to the terms and conditions he deems appropriate and necessary in the best interest of the City.

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 CITY OF MONROE

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(Sergeants)

EFFECTIVE: June 1, 202~~0~~3 to May 31, 2026~~3~~

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ARTICLE 1
AGREEMENT AND PURPOSE

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the "Employer" or "City," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union" or "OPBA," a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.

ARTICLE 2
RECOGNITION, MEETINGS, BULLETIN BOARD

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police sergeants;

Excluded: Chief, all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

a. disseminating general information of interest to both parties

b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;

c. discussing ways to improve efficiency and safety and health issues within the department;

d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

ARTICLE 3
ASSOCIATES/UNION BUSINESS

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

(1) To direct and evaluate the work of Employees;

(2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

(3) To determine the size and composition of the work force;

(4) To suspend, discipline, reduce or discharge Employees for cause;

(5) To lay off Employees or abolish positions;

(6) To hire, schedule, promote, demote, transfer and assign Employees;

(7) To recruit, select, and determine the qualifications and characteristics desired in new hires;

(8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;

(9) To determine the locations, size and number of facilities;

(10) To determine the quality standards and level of service required;

(11) To schedule Employees and establish their hours and days of work;

(12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

(13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP's) and Standard Operating Guidelines (SOG's);

(14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;

(15) To generally manage the Police Department's business as it deems best;

(16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and

(17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

4.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.

ARTICLE 5
NO STRIKES/NO LOCKOUT

The OPBA and the members agree that there shall be no strikes. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term “lock-out” shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 6
PROBATIONARY PERIOD

Each newly appointed Sergeant shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation as a Sergeant from the Employer.

A newly appointed Sergeant may be demoted, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law.

ARTICLE 7
DUES DEDUCTION

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. ~~All members of the Bargaining Unit shall either become dues paying members of the OPBA or, as a condition of continued employment, remit to the OPBA a fair share fee in an amount set from time to time by the OPBA in accordance with the provisions of O.R.C. § 4117.09(C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the OPBA.~~ Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. ~~All dues and fair-share fees collected shall be paid over by the Employer once each month to the OPBA.~~ All dues collected shall be paid over by the Employer once each month to the OPBA, provided that each Employee has provided a dues deduction authorization to the City.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' pay checks shall be directly deposited effective thirty (30) days after the execution of this Agreement.

ARTICLE 8
NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, sex (including gender, pregnancy, sexual orientation, and gender identity), national origin, age, ancestry, disability status, military or veteran status, genetic information or any other condition or status protected by law. ~~creed, national origin, sex or handicap~~. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

ARTICLE 9
DISCIPLINE

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be:

a. Documented Verbal Reprimand

b. Written Reprimand

c. Suspension without pay

d. Reduction in Pay/Position

e. Discharge

Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of “the punishment should fit the crime,” the Employer will take into consideration the nature of violation, the Employee’s record of discipline and the Employee’s record of performance and conduct.

a. A pre-disciplinary conference with the Chief of Police or his designee holding the rank of Lieutenant or higher will be conducted prior to the issuance of a reprimand. The Chief or Officer who conducts the hearing will make a determination of discipline and either dismiss the discipline without record, or issue the reprimand.

b. If the Employee does not agree to the reprimand determination issued by an Officer other than the Chief of Police, they may appeal to Step 2 of the grievance procedure outlined in Article 11.

c. If the Employee does not agree to the reprimand determination issued by the Chief of Police, they may appeal to Step 3 of the grievance procedure outlined in Article 11.

Documented verbal reprimands and written reprimands will not be subject to Step 4 (Arbitration) of the grievance procedure outlined in Article 11.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action above a written reprimand is warranted, the following steps shall apply:

a. The Employee will be promptly notified that he or she is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his or her right to bring with him or her to the conference an OPBA representative.

b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

(1) Dismiss the allegations as unfounded without record; or

(2) Provide a written determination, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the employee does not accept the Chiefs recommendation, he or she may grieve the determination to Step 3 of Article 11. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

f. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which “Miranda” warnings are required to be given, shall be advised, prior to questioning, of his “Miranda” rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to “Miranda” rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his right to have representation of his choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his Garrity rights and being ordered to do so, may be deemed refusal and may result in disciplinary action.

g. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

h. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

i. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

j. No Employee will be compelled to take a polygraph examination and/or a CVSA.

ARTICLE 10
PERSONNEL FILES

10.1 Records of Disciplinary Actions:

a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.

b. Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.

c. Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.

d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.

e. For the sole purposes of discipline, grievance and arbitration procedures:

(1) Written reprimands and records of verbal reprimands and counselings will have no force and effect eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.

(2) Suspensions without pay of five (5) days or less will have no force and effect thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.

(3) Suspensions without pay in excess of five (5) days will have no force and effect seventy-two (72) months after the record was entered into the

Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

ARTICLE 11
GRIEVANCE PROCEDURE

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of pursuant to the steps set forth below, except that every grievance will start at the step above the step occupied by the person in the organizational hierarchy that made the decision that triggered the grievance procedure. However, in no event will a grievance be initiated at Step 4 of the grievance procedure.

a. <u>Step 1</u>:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Supervising Lieutenant. The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. <u>Step 2</u>:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City's answer in Step 1 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. <u>Step 3</u>:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. <u>Step 4</u>:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

ARTICLE 12
ARBITRATION

12.1 Procedure for requesting.

a. A grievance as defined in the "Grievance" Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service ("AMS") and by sending a copy of the notice to the other party.

b. The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AMS who maintain an office within one hundred twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AMS rules.

12.2 Fees. The fees and expenses of the arbitrator shall be borne equally by the parties.

12.3 Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

12.4 Powers of the Arbitrator.

a. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures, provided that the

Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

ARTICLE 13
MISCELLANEOUS

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers, sergeants and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

a. Name

b. Address

c. Home Telephone Number

d. Immediate Supervisor

e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA official roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar ($1.00). In addition, the Employee will be provided with a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All sergeants will receive the option of utilizing a cell phone provided and paid for by the City or may decline the City-provided cell phone and receive a monthly stipend of Fifty-

Two Dollars ($52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.

ARTICLE 14
WAGES

14.1 Rates of pay for Employees shall be in accordance with the step schedule attached as Appendix B, which rates will become effective beginning with the first full pay period after June 1, 202~~0~~3. These rates of pay are subject to the conditions set forth below:

A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a 2080-hour work-year and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

B. Evaluations. All step increases will occur on the officer's anniversary date provided that the Employee has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.

C. Shift Differential: Sergeants who are assigned to second or third shift will be entitled to an hourly shift bonus of $0.55, in addition to their regular hourly rate.

D. Benefits: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.

E. In addition to the increases set forth above, Sergeants' differential between the rank of Patrol and Sergeant shall be 14% in accordance with Appendix B.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.

B. Voluntary or Physical Disability Demotion.

(1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.

(2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.

(3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.

(4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.

C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.

D. Re-employment. Whenever a member is re-employed by the City, his rate of pay shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.

E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

ARTICLE 15
HOURS OF WORK AND OVERTIME

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet operation conditions, and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

15.1 Definition. The workweek shall consist of four (4) eight and one half (8 ½) hour workdays and two (2) days off or five (5) eight (8) hour workdays and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

15.2 Distribution of Overtime. The amount of overtime necessitated by call-back work and the Employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work will be distributed equitably and consistent with the needs of the Police Department. An overtime list will be utilized in an attempt to fill call-offs. When this procedure fails, the Employee with the lowest number of hours will be mandated to work. The same officer will not be held over for two consecutive scheduled days in a row. In addition, when a vacancy is created by the absence of a sergeant, the opportunity to fill that vacancy will first be offered to sergeants, regardless of their position on the overtime list. Off-going Employees may be held over until vacancies can be filled. Such overtime list will be zeroed out each January 1.

15.3 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

15.4 Call-In Pay. Any Employee called in to perform work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable straight time (or overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employees regularly scheduled hours, the Employee shall be compensated for those hours actually worked.

15.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A 5 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of 80 hours per 14-day work period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

A 4 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of regularly scheduled hours during the two week pay period.~~, not including sick time off as set forth in 15.5b of this contract.~~ The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

b. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday, sick and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraphs 15.5 a.

15.6 Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operation of the Police Department, subject to approval by the Police Chief or his designee, and provided that the exchange does not result in the payment of overtime to the parties involved. This shall be limited to no more than 5~~3~~ exchanges per month. An exchange request shall be authorized at least 3 days prior to the first exchanged date. Supervisory Employees may only exchange with supervisory Employees and non-supervisory Employees may only exchange with non-supervisory Employees except when the non-supervisory

Employee would otherwise be assigned the duties of Officer In Charge (O.I.C.). The Police Chief or his designee may refuse an exchange request if the request would affect services to the City.

15.7 Shift Changes. The Employer, under ordinary circumstances, will not change shifts more than (4) times per calendar year.

15.8 Notwithstanding paragraph 15.5 above, officers "frozen over" (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 $^{1}/_{2}$) their regular rate, for consecutive hours worked beyond 8 hours for 5 & 2 Employees and 8 $^{1}/_{2}$ hours for 4 & 2 schedule Employees or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

15.9 Notwithstanding the provisions of paragraph 15.8, third shift officers may only be involuntarily "frozen over" for a period not to exceed four (4) hours, with the exception of regularly scheduled double shifts. In the event a third shift officer declines to work a consecutive frozen over eight (8) hour shift, the City retains the option of not staffing the remainder of such following shift.

15.10 Compensatory Time.

a. All overtime work shall be compensated, at the Employee's election, either at the rate of one and one-half (1 ½) the Employee's regular rate of pay, or in compensatory time accrued at the same rate, which may be accrued and used up to a maximum of fifty (50) hours. All OVI Grant hours worked by officers, due to Grant wording, must be taken as overtime pay and not to be taken as compensatory time (per 4/16/12 MOU).

b. Compensatory time pursuant to the minimum standards of the Fair Labor Standards Act ("FLSA") shall be granted according to law, provided forty-eight (48) hours advance notice is given by the Employee. Compensatory time earned in excess of the minimum standards of the FLSA shall be granted, provided forty-eight (48) hours advance notice is given by the Employee, and provided that the City will not incur overtime liability as a result of honoring the compensatory time request. The notice provisions of this section may be waived upon mutual agreement of the parties.

c. Employees may choose to receive pay for any and all accumulated compensatory time once annually, by notifying the Employer of his or her desire to be paid for a designated amount of compensatory time. The payment will be made to the Employee within thirty (30) days of receiving the request.

~~If an officer is switched from a 4 & 2 to a 5 & 2 schedule or a 5 & 2 to a 4 & 2 schedule mid-year, efforts will be made to prorate benefits to the fairness of the employee and the City so as to not short the employee of benefit hours.~~

ARTICLE 16
CLOTHING AND EQUIPMENT ALLOWANCE

16.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

16.2 Annual Allowance.

a. Sergeants. Sergeants in the bargaining unit shall, one year after their initial issue following hire, receive an annual uniform and equipment allowance not to exceed One Thousand Dollars ($1,000.00) per year, effective June 1, 2014, on a pro-rata basis. This allowance shall be paid in May annually. All such uniform purchases shall be made by the Employee from vendors approved by the City or from other vendors, provided that the Employees obtain the specific items (brand type, item model number, etc.) as determined by the Chief. No substitute items shall be acceptable. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section that bear the insignia or any other mark of the City of Monroe Police Department.

All uniforms and civilian clothing is subject to inspection and approval by the Chief or designee.

16.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.

16.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred ($200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by Employees.

16.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

16.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.

ARTICLE 17
HOLIDAYS

17.1 The following shall constitute legal holidays for all bargaining unit Employees:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

17.2 For purposes of holiday pay, all Employees shall receive eight and one-half (8 1/2) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above, regardless of the schedule the Employee is placed on. An Employee who is required to work on any holiday in Section 1 above, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. ~~Thanksgiving, Christmas, or New Years Day, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate.~~ When an employee works overtime on any designated holiday above, they will receive ~~an~~ additional ~~eight and one half (8.5) hours of~~ holiday time to be used at a later date~~.~~, not to exceed eight and one half (8.5) hours~~)~~. The additional hours of holiday time will only be earned when the employee works a minimum of four (4) hours of overtime on any designated holiday in Section 1 above and will be earned on a one for one basis to correlate with the actual hours of overtime worked. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

Employees shall be permitted to either carryover or cash out up to 42.5 hours of holiday compensatory time at the end of the calendar year. The carryover option will be the default; employees electing a cash out must submit a request by December 1. Cash outs will be paid in January to allow verification of year end balances.

ARTICLE 18
VACATIONS

18.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual
~~0 to 1~~	~~0~~
~~After 1~~ 0 to 4	85
~~After~~ 5*	127.5
~~After~~ 10	170
~~After~~ 15	190
~~After~~ 20	212.5

18.2 Effective January 1, 2018, Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.
- Employees may use earned vacation time while on probation.

18.3 Scheduling of Vacations. ~~Vacation periods shall be determined by the Chief or Supervising Lieutenant, who must act in a reasonable manner and not in an arbitrary and/or capricious manner. There will be a reasonable effort to set available periods during the summer months if possible, considering seasonal department work loading.~~ Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police. Vacation requests shall be approved by the Chief or his designee.

a. Minimum Notification for Vacation. Minimum Notice for Vacation (MNV) (defined as vacation requests made with less than 7 days notice) shall be schedule through and authorized by the on Patrol Lieutenant and the Chief of Police or his representative. These MNVs must be requested and approved at a minim of 4 hours before the employee is scheduled to work. The supervisor, prior to approval, will assess manpower needs and shift coverage. MNV can be used for up to one entire shift. MNV can only be used by employees up to three (3) times a calendar year.

18.4 Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours. ~~The Chief shall schedule vacation leave, and the City Manager or his designee shall approve an Employee's vacation request.~~

18.5 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement, death or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

18.6 Vacation Buy-Back. Employees shall have the option to submit for vacation buy-back up to 85 hours of their accumulated vacation time once per year. Buy-back will be paid at the Employee's straight time rate and will be payable within thirty (30) days from approval of the request. This benefit may be suspended by the City Manager, in his sole discretion, should the City cash flow needs dictate.

18.7 Vacation Accrual Limits. Employees shall be permitted to allow vacation leave to accrue to their credit in an amount up to 240 hours in addition to their current accrual rate. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of this limit. Such excess shall be eliminated from the Employee's balance.

18.8 Prior Service. ~~Notwithstanding~~ In accordance with the provisions of Ohio Rev. Code § 9.44, a person employed, other than as an elected officer, by the state or any political subdivision of the state, earning vacation credits currently, is entitled to have the employee's prior service with any of these employers counted as service with the state or any political subdivision of the state, for the purpose of computing the amount of the employee's vacation leave. ~~an~~ An Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

18.9 Personal Days. Employees shall be entitled to two personal days (up to 17 hours) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.

ARTICLE 19
SICK LEAVE

19.1 Sick Leave Accrual. Employees shall accrue sick leave at the rate of 10.625 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

19.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, to be scheduled by the department or division head and to be approved by the City Manager or his designee, for the following reasons:

a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;

b. Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;

c. Enforced quarantine of the Employee in accordance with the community health regulations.

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of seventeen (17) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of seventeen (17) hours or more.

Furthermore, on or after an Employee's sixth (6th) sick leave occurrence, as defined in paragraph 19.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the City form justifying the use of sick time, before receiving pay for the time used.

The falsification of the City sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

19.4 Abuse of Sick Leave. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

a. Engaging in other employment;

b. Engaging in physical exercise or recreation;

c. Present in a tavern or other place inconsistent with a claim of illness or injury;

d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.

e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.

19.5 Sick Leave Occurrences. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall not be compensated for sick leave for the first day of usage for the ninth (9th) occurrence and subsequent occurrences at 80% of the Employee's regular rates of pay. (Example: An Employee misses two (2) days and this is the ninth (9th) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her regular rate of pay for each day of the ninth (9th) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

19.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

19.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

19.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

19.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the "line of duty," the City shall pay the Employee's surviving spouse, or, if there is no surviving spouse, the Employee's estate, all of the Employee's accrued, unused sick leave as of the Employee's date of death. For the purpose of this Section, "line of duty" means that the Employee was performing official department business at the time of his death, or the Employee's death proximately resulted from the member's performance of his/her lawful duties as a Police Officer.

19.10 Workers' Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers' Compensation for the same purpose. Therefore, once a Workers' Compensation claim has been approved the Workers' Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

19.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

a. One-fourth (1/4) of the Employee's accrued but unused sick leave, up to a maximum accrual of 600 hours.

b. One-third (1/3) of the accrued but unused sick leave in excess of 600 hours.

c. In no event shall sick leave be permitted to accrue in an amount greater than 1,000 hours.

d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

19.12 The occurrence program set forth in paragraph 19.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.

ARTICLE 20
INJURY LEAVE

20.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

20.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or "horseplay" by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee's sick time.

20.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee's treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.

20.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers' Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall remit to the Employer all income benefits paid by OBWC for the period during which the

Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

20.5 The Employee must report to the City Manager, or his designee, once a week, or otherwise approved timeframe by the City Manager, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the City Manager, or his designee.

20.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

20.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

20.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

20.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the City Manager's office a physician's statement and any other required documentation concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of his/her position. Additionally, the City Manager may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

20.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

20.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

ARTICLE 21
BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE

21.1 Funeral Leave.

a. Any 5 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of five (5) days in the event of a death of an immediate family member. Any 4 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of four (4) days in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is defined as mother, father, mother-in-law, father-in-law child (including step-child), spouse (including domestic partner), grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee's parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, ~~mother-in-law, father-in-law~~, spouses grandparents, aunt or uncle.

c. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee's household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

21.2 Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

21.3 Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

21.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

ARTICLE 22
INSURANCE

22.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

22.2 Health and Dental Care Insurance Premiums. Effective June 1, 2017, the Employee's premium share for health care and dental shall be 17% for the duration of this Agreement.

22.3 Insurance - General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, Employee or beneficiary of any Employee.

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

22.4 If the Employer offers an alternative "buy-up" plan, in addition to the Employee premium share provided in paragraph 22.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City's base plan and the buy-up plan.

22.5 Life Insurance. The Employer shall provide and pay for term life insurance for all Employees in the amount of $25,000.

22.6 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of $2,500 for a single plan and $3,500 for a family plan on the first pay date in November of each plan year.

22.7 Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee's spouse is not eligible for insurance coverage from the spouse's employer, subject to the following:

a. In order for a working spouse ~~or adult child~~ to be ineligible for the City of Monroe's health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

b. An adult child shall be eligible for the City of Monroe's health plan in accordance with the provisions of the Affordable Care Act, and/or state law, as amended. ~~In order for a working adult child to be ineligible for the City of Monroe's health plan, the following situations must apply. First, the adult child has to be 19 years of age or older. Under certain situations in the State of Ohio, dependent child(ren) can remain on their parent's plan until age 26, or even 28, with~~

~~further restrictions. Second, the working adult child must work thirty (30) or more hours per week, their employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Adult children who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.~~

c. This Working Spouse~~/Adult Dependent Child~~ Carve Out Policy only applies to spouses ~~and children~~ who are actively at work at an employer group. It does not apply to self-employed spouse~~/children~~ who have an individual medical plan (non-company sponsored), receive health insurance through a company or government retirement plan, Medicare or COBRA.

ARTICLE 23
SAFETY AND HEALTH

23.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

23.2 The Police Chief or Supervising Lieutenant shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

23.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Police Officer treated in a hospital for inhalation of an irrespirable atmosphere and the Police Officer will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

23.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

23.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

23.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

23.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

23.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

23.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

23.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.

ARTICLE 24
RESIDENCY

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters. Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

ARTICLE 25
DRUG FREE WORKPLACE

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

ARTICLE 26
MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 27
OUTSIDE EMPLOYMENT

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee's duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee's outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

ARTICLE 28
SENIORITY

28.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

28.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

28.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

a. terminates voluntarily;

b. is discharged for cause;

c. exceeds an official leave of absence;

d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);

e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent written notice to him to return by letter ~~or~~

~~telegram~~ with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

28.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

28.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a Sergeant becomes subject to a layoff, he/she shall be permitted to take a position as a police officer. Recalls will be made by seniority when the former position as a Sergeant becomes available again.

28.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

B. All work rules and/or agreements and practices relating to the assignment of Employees.

29.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall be effective as of midnight on the 1st day of June, 2023~~0~~, and shall remain in full force and effect until midnight on the 31st day of May, 2026~~3~~.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:	**FOR THE CITY:**
______________________________	______________________________
Chad Caudill, President	William J. Brock, City Manager
______________________________	______________________________
Josh Robertson, Vice President	Kacey Waggaman, Assistant City Manager
______________________________	______________________________
Joseph Hegedus, OPBA Attorney	Robert Buchanan, Chief of Police
	______________________________
	Jacob Burton, Finance Director
	______________________________
	Sarah Hunold, Human Resources Manager
	______________________________
	Jack Hemenway, Frost Brown Todd LLC
	Approved as to form:
	______________________________
	Philip Callahan, Law Director

APPENDIX A

Uniform items to be issued as per Article 16:

1	Jacket, waterproof
1	rain coat
5	winter shirts
5	summer shirts
5	trousers
2	caps, dress and knit “Police”
2	ties
3	police badges, 2 large shield for coat, 1 small for wallet
1	cap badge
3	pair of collar brass, two small and one large for coat
2	name plates
1	duty belt
1	trouser belt
1	duty holster
1	double magazine pouch
1	chemical agent (i.e., mace)
1	mace pouch
1	asp
1	asp holder
2	handcuff cases – or – 1 double cuff case
2	sets of handcuffs
1	portable radio
1	radio holder
1	duty weapon with three magazines
4	belt keepers
1	pair waterproof boots
1	pair of shoes – or – additional pair of boots
1	metal clip board
1	metal citation clip board
1	bullet proof vest and carrier
1	biohazard glove case
1	TAZER with 2 cartridges
1	TAZER holster
1	duty bag
1	flashlight

Items that can optionally be purchased using clothing allowance:

Whistle
Whistle chain
Bullet proof vest
Additional vest carrier
Heavy duty boot socks
Leather patrol duty gloves

Extra handcuffs
Off duty holster
Ventilated t-shirts
Binoculars
Tie tacks
Recording device
Duty bag
Class “A” Uniform
Stinger stream light
Stinger light holder

In addition, the department shall provide the officers with biohazard gloves, notepads, pens, and duty ammunition as needed. Also, any item not listed above may be purchased with the allowance, provided that advance permission is obtained from the Chief of Police or his designee.

APPENDIX B

~~[INCREASES OF 3.0% = 2020; 3.0% = 2021; AND 3.5% = 2022]~~

~~PATROL OFFICER~~

	~~STEP ONE Officers in Field Training~~	~~STEP TWO After Field Training~~	~~STEP 3~~	~~STEP 4~~	~~STEP 5~~	~~STEP 6**~~
~~June 1 2020~~	~~$48,342~~	~~$53,007~~	~~$58,139~~	~~$63,784~~	~~$69,995~~	~~$73,495~~

~~***~~	~~Eliminated Step One~~	~~STEP ONE Officers in Field Training~~	~~STEP TWO After Field Training~~	~~STEP 3~~	~~STEP 4~~	~~STEP 5~~	~~STEP 6~~
~~June 1 2021~~	~~$49,792~~	~~$54,597~~	~~$59,883~~	~~$65,698~~	~~$72,095~~	~~$75,700~~	~~$79,485~~
~~June 1 2022~~	~~$51,535~~	~~$56,508~~	~~$61,979~~	~~$67,997~~	~~$74,618~~	~~$78,350~~	~~$82,267~~

SERGEANTS*

June 1, 2023~~0~~	June 1, 2024~~1~~	June 1, 2025~~2~~
$100,349 ~~83,784~~	$103,861 ~~90,613~~	$107,496 ~~93,784~~

* Sergeant Differential = 14%

~~** Current Step 5 officers will move to Step 6 on their anniversary date after 6/1/2020.~~

~~*** Step # references are adjusted on 6/1/2021 due to elimination of prior Step 1 and addition of new Step 6. Officers will transition equitably to the adjusted scale in 2021. Example: 2020 Step 3 will move to 2021 Step 2 on 6/1/2021 and then increase to 2021 Step 3 on their anniversary date after 6/1/2021.~~

~~0059055.0729407 4856-7908-9428v1~~

AGREEMENT BETWEEN

THE CITY OF MONROE

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(Sergeants)

EFFECTIVE: June 1, 2023 to May 31, 2026

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ARTICLE 1
AGREEMENT AND PURPOSE

1.1 This Agreement is between the City of Monroe, Ohio, hereinafter referred to as the "Employer" or "City," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union" or "OPBA," a labor organization as defined in Chapter 4117 of the Ohio Revised Code.

1.2 This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its Employees, and the Union.

ARTICLE 2
RECOGNITION, MEETINGS, BULLETIN BOARD

2.1 Recognition. The Employer recognizes the Union as the sole and exclusive representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board as follows:

Included: All full-time police sergeants;

Excluded: Chief, all other Employees.

2.2 Meetings. In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than two members of the bargaining unit, upon written request, for the purpose of:

a. disseminating general information of interest to both parties

b. giving the Union representatives the opportunity to share views of their members and/or suggestions on the subjects of interest to their members;

c. discussing ways to improve efficiency and safety and health issues within the department;

d. promoting harmonious relations between Employer and the Union in the best interest of the community.

2.3 Bulletin Board. Bulletin board space will be provided within the Police Department facility for use by the Union and members of the bargaining unit. The City may post notices on the board of matters relating directly to police business and vacancies within the Police Department. The Union may post on the board notices relating to recreational and social events applicable to members of the bargaining unit; election or election results; general membership meetings and other related business meetings; general Union business of interest to members of the bargaining unit.

2.4 Union Activity. Employees shall be permitted, upon reasonable notice to the Chief or designee, to conduct Union related activity during working hours so long as it does not unreasonably interfere with departmental operations.

ARTICLE 3
ASSOCIATES/UNION BUSINESS

3.1 The Union is authorized to select one (1) associate and one (1) alternate to conduct approved Union business for the bargaining unit. The associate/alternate upon giving reasonable notice, and upon authorization from the Chief or his/her designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer. In addition, the Director and or his or her alternate will each be permitted to utilize sixteen (16) hours of paid leave, other than sick leave, annually, for the purpose of attending union-related training and/or attending to other union business. Said union leave will be granted upon reasonable notice to the Employer.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Union recognizes that the City shall have the exclusive right to manage the operations, control the premises, direct the work force and maintain efficiency of operations. Among the City's management rights, but not by way of limitation, are the following:

(1) To direct and evaluate the work of Employees;

(2) To determine the mission of the department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

(3) To determine the size and composition of the work force;

(4) To suspend, discipline, reduce or discharge Employees for cause;

(5) To lay off Employees or abolish positions;

(6) To hire, schedule, promote, demote, transfer and assign Employees;

(7) To recruit, select, and determine the qualifications and characteristics desired in new hires;

(8) To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;

(9) To determine the locations, size and number of facilities;

(10) To determine the quality standards and level of service required;

(11) To schedule Employees and establish their hours and days of work;

(12) To select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;

(13) To establish and require conformance to, rules of conduct including Standard Operating Procedures (SOP’s) and Standard Operating Guidelines (SOG’s);

(14) To train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to firearms certification;

(15) To generally manage the Police Department’s business as it deems best;

(16) To establish, after consultation with the Union, and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof; and

(17) To establish, after consultation with the Union, and enforce a Drug and Alcohol Policy permitting discipline, including termination, for any violation thereof.

4.2 It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

4.3 The City agrees that, to the extent possible, work rules, standard operating procedures and standard operating guidelines that are promulgated shall be reduced to writing with copies to the Union and affected members in advance of their effective date.

ARTICLE 5
NO STRIKES/NO LOCKOUT

The OPBA and the members agree that there shall be no strikes. The term, “strike”, shall have the same definition for purposes of this Agreement as contained in 4117.01(H) of the O.R.C. and shall additionally include any effort to use sick leave, to be absent from work without permission, or to abstain from performance of assigned duties if used for the purpose of inducing, influencing or coercing a change in wages, hours, terms or other conditions of employment. In the event that a member is engaged in a violation of this article, the OPBA shall, upon request of the City, and concurrence of the OPBA that an unlawful strike is being engaged in, immediately notify such member that the member is in violation of this Article and direct the member to resume normal work activities. The City may also request the OPBA to publicly denounce any violation of this Article.

The City agrees that it will not lock-out members covered by this Agreement during the course of this Agreement. The term “lock-out” shall have the same definition, for the purpose of this Agreement, as contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 6
PROBATIONARY PERIOD

Each newly appointed Sergeant shall be required to successfully complete a one (1) year probationary period. The length of the probationary period shall be one (1) year. The calculation of the one (1) year period shall begin the first day for which the Employee receives compensation as a Sergeant from the Employer.

A newly appointed Sergeant may be demoted, at any time during his probationary period, and shall have no appeal rights through the grievance-arbitration procedure or through a Court of Law.

ARTICLE 7
DUES DEDUCTION

7.1 OPBA Dues Deductions. The City agrees to deduct from the wages of any employee who is a member of the OPBA, all OPBA membership dues uniformly required. The OPBA will notify the City from time to time of the dues it charges and its current membership. Nothing in this section shall be construed to require any employee to become a member of the OPBA. The OPBA agrees to save the City harmless in the event of any legal controversy with regard to the application of this provision. All dues collected shall be paid over by the Employer once each month to the OPBA, provided that each Employee has provided a dues deduction authorization to the City.

7.2 Other Deductions. The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for the purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

7.3 Direct Deposit. The City shall provide direct deposit and Employees' pay checks shall be directly deposited effective thirty (30) days after the execution of this Agreement.

ARTICLE 8
NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, sex (including gender, pregnancy, sexual orientation, and gender identity), national origin, age, ancestry, disability status, military or veteran status, genetic information or any other condition or status protected by law. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well, unless otherwise indicated.

There shall be no discrimination by the Employer or the Union against any Employee on the basis of such Employee's membership or non-membership in the Union.

ARTICLE 9
DISCIPLINE

9.1 The parties recognize that discipline is essential to the operation of the City and agree that fair discipline is necessary for the public interest and the morale and welfare of the Employees. The object of these provisions is to assure that the relevant facts are fairly developed so that an informed decision can be made by the Employer regarding whether and the extent to which discipline shall be imposed.

9.2 No bargaining unit member shall be disciplined except for just cause. Just cause shall include, but not be limited to: dishonesty, bribery, misfeasance, malfeasance, nonfeasance, misconduct in office, neglect of duty, immoral conduct, habitual drunkenness, illegal use of controlled substances, incompetence, insubordination, refusal to obey orders given by proper authority, discourteous treatment of the public and violation of divisional standards of conduct on and off duty.

9.3 Forms of disciplinary action shall be:

a. Documented Verbal Reprimand

b. Written Reprimand

c. Suspension without pay

d. Reduction in Pay/Position

e. Discharge

Discipline shall be applied progressively, but it is understood that some serious violations may warrant suspension without pay or immediate discharge. In following the principle of “the punishment should fit the crime,” the Employer will take into consideration the nature of violation, the Employee’s record of discipline and the Employee’s record of performance and conduct.

a. A pre-disciplinary conference with the Chief of Police or his designee holding the rank of Lieutenant or higher will be conducted prior to the issuance of a reprimand. The Chief or Officer who conducts the hearing will make a determination of discipline and either dismiss the discipline without record, or issue the reprimand.

b. If the Employee does not agree to the reprimand determination issued by an Officer other than the Chief of Police, they may appeal to Step 2 of the grievance procedure outlined in Article 11.

c. If the Employee does not agree to the reprimand determination issued by the Chief of Police, they may appeal to Step 3 of the grievance procedure outlined in Article 11.

Documented verbal reprimands and written reprimands will not be subject to Step 4 (Arbitration) of the grievance procedure outlined in Article 11.

9.4 When the Employer (through its management agents) believes that an Employee is guilty of an act or omission for which disciplinary action above a written reprimand is warranted, the following steps shall apply:

a. The Employee will be promptly notified that he or she is accused of conduct for which discipline is contemplated and the Employee shall be advised of the nature of the alleged conduct and the nature of the evidence against him or her, the time and place of a conference with the Chief of Police, and his or her right to bring with him or her to the conference an OPBA representative.

b. At the conference with the Chief of Police, the charges will be stated to the Employee and the Employee shall have an opportunity to offer his explanation, defense, or mitigating circumstances.

c. At the conclusion of the conference, the Chief of Police shall do one of the following:

(1) Dismiss the allegations as unfounded without record; or

(2) Provide a written determination, including a specification of charges, upon the imposition of appropriate discipline of record.

d. If the employee does not accept the Chiefs recommendation, he or she may grieve the determination to Step 3 of Article 11. Any agreement reached between the OPBA, the Employee, and the Employer at this stage shall be final and binding on the OPBA, the Employee, and the Employer and shall not be subject to further appeal.

e. If no agreement is reached, the Employee shall then have the right to submit the matter to arbitration in accordance with Step Four of the Grievance Procedure.

f. An Employee under investigation for commission of misconduct which would constitute a crime with respect to which “Miranda” warnings are required to be given, shall be advised, prior to questioning, of his “Miranda” rights. An Employee who is under investigation for misconduct which would not constitute criminal conduct subject to “Miranda” rights will be informed, prior to questioning, that he is the subject of an investigation, the nature of the suspected misconduct, and his right to have representation of his choice present during the questioning. The Employee, upon request, may obtain postponement of the questioning for a reasonable period not to exceed twenty-four (24) hours in order to arrange for representation to be present for the questioning if the Employee so desires.

Failure by an Employee to completely respond to a relevant question, after being informed of his Garrity rights and being ordered to do so, may be deemed refusal and may result in disciplinary action.

g. Interrogation, questioning, or interviewing of a bargaining unit member accused of misconduct shall be narrowly tailored in scope to the misconduct specifically alleged. In addition, interview sessions will be of reasonable length and shall accommodate personal necessities. Interviews shall be conducted during the Employee's working hours unless mutually agreed by the parties. Any tape recorded interviews will be copied and made available to the other party upon request.

h. These disciplinary procedures and the grievance and arbitration procedures of this Agreement are in lieu of the civil service laws and regulations under Chapter 124 of the O.R.C. and the City Charter pursuant to the provision of R.C. Section 4117.10(A).

i. As an alternative or in addition to the above, in the event of a serious incident, an internal investigation may be conducted by an investigative team chaired by the Chief of Police.

j. No Employee will be compelled to take a polygraph examination and/or a CVSA.

ARTICLE 10
PERSONNEL FILES

10.1 Records of Disciplinary Actions:

a. Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.

b. Verbal Counselings and records of verbal counselings are not considered disciplinary actions, and will contain a statement to that effect.

c. Written reprimands, records of verbal reprimands and counselings, and all other Employer actions are permanent records.

d. An Employee's official personnel file shall be kept in the office of the City Manager and shall consist of all records from the Employee's initial date of employment with the Police Department.

e. For the sole purposes of discipline, grievance and arbitration procedures:

(1) Written reprimands and records of verbal reprimands and counselings will have no force and effect eighteen (18) months after the record was entered into the Employee's file, provided no other disciplinary actions, including written reprimands and records of verbal reprimands and counseling, have occurred during this eighteen (18) month period.

(2) Suspensions without pay of five (5) days or less will have no force and effect thirty-six (36) months after the record was entered into the Employee's file, provided no other suspensions without pay or demotions have occurred during this thirty-six (36) month period.

(3) Suspensions without pay in excess of five (5) days will have no force and effect seventy-two (72) months after the record was entered into the

Employee's personnel file, provided that no other suspensions or demotions have occurred during this seventy-two (72) month period.

f. Employees shall, upon request, be permitted access to his personnel files pertaining to employment.

g. Signatures on evaluations only reflect that the evaluation has been reviewed by the Employee and does not represent that the Employee agrees with its contents. The Employee shall receive a copy of the evaluation at the time of signing.

ARTICLE 11
GRIEVANCE PROCEDURE

11.1 A grievance shall be described as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any breach thereof, and shall be processed and disposed of pursuant to the steps set forth below, except that every grievance will start at the step above the step occupied by the person in the organizational hierarchy that made the decision that triggered the grievance procedure. However, in no event will a grievance be initiated at Step 4 of the grievance procedure.

a. <u>Step 1</u>:

Within a reasonable time, not to exceed 10 calendar days, excluding weekends and holidays, following the date of occurrence, an Employee having a grievance and/or his Union representatives shall put the grievance in writing and take it to the Supervising Lieutenant. The Employer shall give its answer to the Employee and/or his Union representative within 5 calendar days, excluding weekends and holidays, after the presentation of the grievance in Step 1. Within this 15 calendar day period, excluding weekends and holidays, the Employee is encouraged to seek to resolve his grievance on an informal basis.

b. <u>Step 2</u>:

If the grievance is not settled in Step 1, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 1, be presented in Step 2 in writing to the Police Chief or his designee and must contain a statement as to why the City’s answer in Step 1 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer within 5 calendar days, excluding weekends and holidays, after its presentation.

c. Step 3:

If the grievance is not settled in Step 2, the grievance may, within 10 calendar days, excluding weekends and holidays, after the answer in Step 2, be presented in Step 3 in writing to the City Manager or his designee and must be accompanied by a reason or reasons why the City's answer at Step 2 does not resolve the grievance. At this time a Representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and/or evidence may be presented that relate to a resolution of the grievance. A grievance so presented in Step 3 will be answered by the Employer within 5 calendar days, excluding weekends and holidays, after either its presentation to the City Manager or his designee, or the date of the meeting, whichever is later.

d. Step 4:

A grievance which has not been resolved in steps 1 through 3 may be referred to arbitration as set forth in the "Arbitration" Article of this Agreement.

11.2 Any disposition of a grievance from which no appeal is taken by the aggrieved Employee or the Union within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

11.3 Any grievance or appeal of a grievance that is not ruled upon by the Employer within the time limits herein shall be deemed denied and shall automatically proceed to the next step in this grievance procedure.

ARTICLE 12
ARBITRATION

12.1 Procedure for requesting.

a. A grievance as defined in the "Grievance" Article of this Agreement, which has not been resolved thereunder and which a party wishes to take to Arbitration shall, within 10 calendar days, excluding weekends and holidays, after the completion of Step 4 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the Arbitration and Mediation Service ("AMS") and by sending a copy of the notice to the other party.

b. The arbitrator shall be a mutually agreed upon neutral third party selected from a list of 9 potential arbitrators furnished by AMS who maintain an office within one hundred twenty-five (125) miles of the City of Monroe, Ohio. Selection shall be by virtue of the strike and rank method. The arbitration shall be conducted in accordance with AMS rules.

12.2 Fees. The fees and expenses of the arbitrator shall be borne equally by the parties.

12.3 Binding effect. The award of the arbitrator hereunder shall be binding on the Employer, the Employee and the Union.

12.4 Powers of the Arbitrator.

a. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, in explanation of the Employer's right to promulgate rules and regulations, general orders and standard operation procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's existing or future rules and regulations, general orders or standard operating procedures, provided that the

Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule.

b. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.

ARTICLE 13
MISCELLANEOUS

13.1 OPBA Officials Roster. The OPBA shall provide the Administration an official roster of its officers, sergeants and representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

a. Name

b. Address

c. Home Telephone Number

d. Immediate Supervisor

e. OPBA Office Held

The Administration agrees that this roster shall not be made available to the public by the Administration, that only Administration Employees with a legitimate need to know shall have access to the roster, and that unlisted home telephone numbers will not be shared with anyone outside the Administration. However, the parties recognize that the City may be required to disclose the OPBA official roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

13.2 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Police Department if the member has twenty or more years continuous service with the Department. The cost of the service weapon shall be One Dollar ($1.00). In addition, the Employee will be provided with a retirement badge by the City at no cost to the Employee.

13.3 Cell Phone. All sergeants will receive the option of utilizing a cell phone provided and paid for by the City or may decline the City-provided cell phone and receive a monthly stipend of Fifty-

Two Dollars ($52.00) to defray the cost of providing his or her own cell phone for utilization for departmental business.

ARTICLE 14
WAGES

14.1 Rates of pay for Employees shall be in accordance with the step schedule attached as Appendix B, which rates will become effective beginning with the first full pay period after June 1, 2023. These rates of pay are subject to the conditions set forth below:

A. Application of Hourly Rates. The hourly rates as set forth under this section are based on a 2080-hour work-year and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

B. Evaluations. All step increases will occur on the officer's anniversary date provided that the Employee has one full year in service with the Monroe Police Department and has a satisfactory evaluation, including satisfaction of all departmental tardiness and attendance standards.

C. Shift Differential: Sergeants who are assigned to second or third shift will be entitled to an hourly shift bonus of $0.55, in addition to their regular hourly rate.

D. Benefits: All benefits that are affected by the mid-year start date of this Agreement shall be prorated accordingly.

E. In addition to the increases set forth above, Sergeants' differential between the rank of Patrol and Sergeant shall be 14% in accordance with Appendix B.

14.2 Specifications of the Pay Plan. The rate of pay for members affected by personnel actions listed below shall be as follows:

A. Disciplinary Demotion. Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.

B. Voluntary or Physical Disability Demotion.

(1) Whenever a member with regular full-time status requests and is granted a voluntary demotion, he shall be paid at the top step in the lower pay grade.

(2) Whenever a member with regular full-time status is given a demotion by reason of a service-connected physical disability, he shall be paid at the top step in the lower pay grade.

(3) Whenever a member is terminated due to either a lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, the rate of pay of the member shall be established as provided in (1) above.

(4) Whenever a member is given a demotion due to a physical disability, his rate of pay shall be established as described in either (1) or (2) above, whichever is applicable.

C. Re-appointment. Whenever a member is re-appointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Chief of Police.

D. Re-employment. Whenever a member is re-employed by the City, his rate of pay shall be that at which he was being paid at the time of his separation from City employment, with the approval of the Chief of Police.

E. Return From Military Leave. Whenever a member returns from military leave, he shall be restored to his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary had he not entered the military.

ARTICLE 15
HOURS OF WORK AND OVERTIME

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City determines in its discretion to be appropriate to meet operation conditions, and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

15.1 Definition. The workweek shall consist of four (4) eight and one half (8 ½) hour workdays and two (2) days off or five (5) eight (8) hour workdays and two (2) days off. Absent emergency conditions regarding otherwise, days off shall always be consecutive days, though not necessarily in the same workweek.

15.2 Distribution of Overtime. The amount of overtime necessitated by call-back work and the Employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work will be distributed equitably and consistent with the needs of the Police Department. An overtime list will be utilized in an attempt to fill call-offs. When this procedure fails, the Employee with the lowest number of hours will be mandated to work. The same officer will not be held over for two consecutive scheduled days in a row. In addition, when a vacancy is created by the absence of a sergeant, the opportunity to fill that vacancy will first be offered to sergeants, regardless of their position on the overtime list. Off-going Employees may be held over until vacancies can be filled. Such overtime list will be zeroed out each January 1.

15.3 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

15.4 Call-In Pay. Any Employee called in to perform work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable straight time (or overtime, if applicable) rate for such work, unless the work is contiguous with the Employee's regularly scheduled work hours. Where the work is contiguous with the Employees regularly scheduled hours, the Employee shall be compensated for those hours actually worked.

15.5 Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

a. A 5 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of 80 hours per 14-day work period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

A 4 & 2 schedule Employee of the Police Department will receive overtime compensation for all hours worked in excess of regularly scheduled hours during the two week pay period. The overtime rate of pay will be one and one-half (1-1/2) times the Employee's hourly pay rate, as defined by the Fair Labor Standards Act.

b. As used in this section, hours worked shall be defined as set forth in the Fair Labor Standards Act, as amended, except that vacation, holiday, sick and personal days, as paid time off, shall count toward that calculation of the overtime threshold referenced in paragraphs 15.5 a.

15.6 Exchange of Shifts. Employees shall have the right to temporarily exchange shifts when the exchange does not interfere with the operation of the Police Department, subject to approval by the Police Chief or his designee, and provided that the exchange does not result in the payment of overtime to the parties involved. This shall be limited to no more than 5 exchanges per month. An exchange request shall be authorized at least 3 days prior to the first exchanged date. Supervisory Employees may only exchange with supervisory Employees and non-supervisory Employees may only exchange with non-supervisory Employees except when the non-supervisory

Employee would otherwise be assigned the duties of Officer In Charge (O.I.C.). The Police Chief or his designee may refuse an exchange request if the request would affect services to the City.

15.7 Shift Changes. The Employer, under ordinary circumstances, will not change shifts more than (4) times per calendar year.

15.8 Notwithstanding paragraph 15.5 above, officers "frozen over" (held over unexpectedly from their scheduled shift due to the absences of an officer scheduled for their relief) will be entitled to overtime, at time and one-half (1 $^1/_2$) their regular rate, for consecutive hours worked beyond 8 hours for 5 & 2 Employees and 8 $^1/_2$ hours for 4 & 2 schedule Employees or the length of the next shift. This provision shall not apply to regularly scheduled double shifts.

15.9 Notwithstanding the provisions of paragraph 15.8, third shift officers may only be involuntarily "frozen over" for a period not to exceed four (4) hours, with the exception of regularly scheduled double shifts. In the event a third shift officer declines to work a consecutive frozen over eight (8) hour shift, the City retains the option of not staffing the remainder of such following shift.

15.10 Compensatory Time.

a. All overtime work shall be compensated, at the Employee's election, either at the rate of one and one-half (1 ½) the Employee's regular rate of pay, or in compensatory time accrued at the same rate, which may be accrued and used up to a maximum of fifty (50) hours. All OVI Grant hours worked by officers, due to Grant wording, must be taken as overtime pay and not to be taken as compensatory time (per 4/16/12 MOU).

b. Compensatory time pursuant to the minimum standards of the Fair Labor Standards Act ("FLSA") shall be granted according to law, provided forty-eight (48) hours advance notice is given by the Employee. Compensatory time earned in excess of the minimum standards of the FLSA shall be granted, provided forty-eight (48) hours advance notice is given by the Employee, and provided that the City will not incur overtime liability as a result of honoring the compensatory time request. The notice provisions of this section may be waived upon mutual agreement of the parties.

c. Employees may choose to receive pay for any and all accumulated compensatory time once annually, by notifying the Employer of his or her desire to be paid for a designated amount of compensatory time. The payment will be made to the Employee within thirty (30) days of receiving the request.

ARTICLE 16
CLOTHING AND EQUIPMENT ALLOWANCE

16.1 Initial Issue. Upon appointment, each recruit shall receive a full issue of uniforms and equipment from the City. All such purchases shall be made by the Monroe Police Department. See Appendix A for list of equipment that shall be provided by the City, and items that can be purchased out of clothing allowance. The City will maintain ownership of all items provided by the City.

16.2 Annual Allowance.

a. Sergeants. Sergeants in the bargaining unit shall, one year after their initial issue following hire, receive an annual uniform and equipment allowance not to exceed One Thousand Dollars ($1,000.00) per year, effective June 1, 2014, on a pro-rata basis. This allowance shall be paid in May annually. All such uniform purchases shall be made by the Employee from vendors approved by the City or from other vendors, provided that the Employees obtain the specific items (brand type, item model number, etc.) as determined by the Chief. No substitute items shall be acceptable. The City will maintain ownership of all items purchased with allowance money that is provided to Employees under this section that bear the insignia or any other mark of the City of Monroe Police Department.

All uniforms and civilian clothing is subject to inspection and approval by the Chief or designee.

16.3 Lost or Damaged Uniforms and Equipment. The City will replace or repair, at the discretion of the Chief, any damaged department property or equipment, including members' uniforms, provided the loss or damage is not the result of the members' intentional abuse or gross negligence, which shall be determined at the sole discretion of the Chief.

16.4 Damaged Eyeglasses or Watches. Eyeglasses or watches which are lost or damaged while the bargaining unit member is engaged in the performance of their duties shall be compensated for by the City at the current rate of replacement up to a limit of two hundred ($200) dollars. For an affected Employee to afford themselves the benefit of this reimbursement, the Employee shall provide the Employer a written explanation of the incident that gave cause for such loss or damage. Upon receiving such signed report, the Employer shall include the proper amount of funds to comply with the requested reimbursement in the Employee's next pay. Such reimbursement shall be made no more than once in any twelve (12) month period. This section shall also apply to the replacement for loss or damaged contacts worn by Employees.

16.5 Dry Cleaning. Special cleaning will be provided for uniform items that have been soiled by human/bodily fluids or chemicals. The Chief will determine whether this paragraph applies to a particular item of clothing.

16.6 Bullet Proof Vests. Bullet proof vests shall be replaced by the City once the manufacturer's warranty period expires or as otherwise determined by the Chief of Police.

ARTICLE 17
HOLIDAYS

17.1 The following shall constitute legal holidays for all bargaining unit Employees:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

17.2 For purposes of holiday pay, all Employees shall receive eight and one-half (8 1/2) hours of compensatory time off to be used at a later date for each of the holidays in Section 1 above, regardless of the schedule the Employee is placed on. An Employee who is required to work on any holiday in Section 1 above, shall receive pay for the hours worked on the holiday at a rate of time and one-half his regular rate. When an employee works overtime on any designated holiday above, they will receive additional holiday time to be used at a later date, not to exceed eight and one half (8.5) hours. The additional hours of holiday time will only be earned when the employee works a minimum of four (4) hours of overtime on any designated holiday in Section 1 above and will be earned on a one for one basis to correlate with the actual hours of overtime worked. To qualify for holiday pay, an Employee must work all of his scheduled hours of his last regular work day prior to the holiday, the holiday, and all of his scheduled hours on the first scheduled work day immediately following the holiday, unless his absence from work is due to illness or injury, in which event a physician's certificate will be required.

Employees shall be permitted to either carryover or cash out up to 42.5 hours of holiday compensatory time at the end of the calendar year. The carryover option will be the default;

employees electing a cash out must submit a request by December 1. Cash outs will be paid in January to allow verification of year end balances.

ARTICLE 18
VACATIONS

18.1 Amount of Vacation. Each member of the bargaining unit shall have earned and be entitled to vacation leave with pay, at his regular rate according to the following schedule:

Years of Service	Annual Accrual
0 to 4	85
5*	127.5
10	170
15	190
20	212.5

18.2 Effective January 1, 2018, Employees shall accrue vacation benefits each year on the anniversary date of hire.

- Newly hired Employees must complete field-training prior to use of any vacation time.
- Employees may use earned vacation time while on probation.

18.3 Scheduling of Vacations. Choice of vacation dates during vacation periods shall be by seniority with conflicts to be determined in the interest of the Chief of Police. Vacation requests shall be approved by the Chief or his designee.

a. Minimum Notification for Vacation. Minimum Notice for Vacation (MNV) (defined as vacation requests made with less than 7 days notice) shall be schedule through and authorized by the on Patrol Lieutenant and the Chief of Police or his representative. These MNVs must be requested and approved at a minim of 4 hours before the employee is scheduled to work. The supervisor, prior to approval, will assess manpower needs and shift coverage. MNV can be used for up to one entire shift. MNV can only be used by employees up to three (3) times a calendar year.

18.4 Minimum Vacation Period. Eligible Employees may take their vacations in minimum increments of not less than four (4) hours.

18.5 Pay for Accumulated Vacation. An Employee in full-time status who is to be separated from the City service through resignation, retirement, death or layoff and who has unused vacation leave to his credit, shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, consistent with the limitations of this Article.

An Employee in full-time status who is to be separated from service through removal for cause, and who has unused vacation leave to his credit, shall not be entitled to compensation for accrued and unused vacation leave to his credit at the time of separation.

18.6 Vacation Buy-Back. Employees shall have the option to submit for vacation buy-back up to 85 hours of their accumulated vacation time once per year. Buy-back will be paid at the Employee's straight time rate and will be payable within thirty (30) days from approval of the request. This benefit may be suspended by the City Manager, in his sole discretion, should the City cash flow needs dictate.

18.7 Vacation Accrual Limits. Employees shall be permitted to allow vacation leave to accrue to their credit in an amount up to 240 hours in addition to their current accrual rate. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of this limit. Such excess shall be eliminated from the Employee's balance.

18.8 Prior Service. In accordance with the provisions of Ohio Rev. Code § 9.44, a person employed, other than as an elected officer, by the state or any political subdivision of the state, earning vacation credits currently, is entitled to have the employee's prior service with any of these employers counted as service with the state or any political subdivision of the state, for the purpose of computing the amount of the employee's vacation leave. An Employee shall not be permitted to transfer accumulated vacation leave credits from prior service at a previous place of employment with the State or any of its subdivisions.

18.9 Personal Days. Employees shall be entitled to two personal days (up to 17 hours) per year, in addition to vacation, which may be used with the approval of the Chief of Police upon 24 hours notice, or 4 hours notice in the event of emergency or unforeseen circumstances. Said approval may not be unreasonably denied.

ARTICLE 19
SICK LEAVE

19.1 Sick Leave Accrual. Employees shall accrue sick leave at the rate of 10.625 hours for each month worked, and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

19.2 Use of Sick Leave. An Employee eligible for sick leave shall be granted such leave with full normal pay, to be scheduled by the department or division head and to be approved by the City Manager or his designee, for the following reasons:

a. Personal illness or physical incapacity due to pregnancy, injury or contagious disease;

b. Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance; sick leave may also be used for up to five (5) calendar days absence at the time of birth of an offspring and subsequent convalescence of the Employee's spouse;

c. Enforced quarantine of the Employee in accordance with the community health regulations.

19.3 Sick Leave Verification. At least one (1) hour before the start of his/her assigned shift, an Employee shall inform his/her immediate supervisor of the fact that they are reporting off sick. The exception to the foregoing is when there is a provable inability to make a telephone call. Except in cases of suspected abuse of sick leave, an Employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, or absences of seventeen (17) consecutive duty hours or less. An Employee may be required to furnish a physician's statement, stating the nature of the illness and the date the Employee may return to work, following an absence in excess of seventeen (17) hours or more.

Furthermore, on or after an Employee's sixth (6^{th}) sick leave occurrence, as defined in paragraph 19.5, below, furnishing a physician's statement shall be mandatory.

Sick leave taken on the Employee's scheduled shift immediately before or immediately after a holiday will require a physician's certificate before any sick leave will be paid.

An Employee using sick leave is required to fill out, sign and submit the City form justifying the use of sick time, before receiving pay for the time used.

The falsification of the City sick leave form or a physician's certificate shall subject the Employee to disciplinary action, up to and including discharge.

19.4 <u>Abuse of Sick Leave</u>. Grounds for suspicion shall include, but not limited to, information received by the City that the Employee is, or was, during any day for which sick leave is claimed:

a. Engaging in other employment;

b. Engaging in physical exercise or recreation;

c. Present in a tavern or other place inconsistent with a claim of illness or injury;

d. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the Employee can produce verification (such as a hospital or medical clinic admission or treatment slip or a receipt for the purchase of medicines from a pharmacy or reasonable explanation) that his absence was for reasons directly related to the treatment of his/her illness or injury.

e. Using sick time in a manner that reflects a pattern of use that may be inconsistent with legitimate use.

19.5 <u>Sick Leave Occurrences</u>. An Employee who has eight (8) or more sick leave occurrences in a twelve (12) month period shall not be compensated for sick leave for the first day of usage for the ninth (9^{th}) occurrence and subsequent occurrences at 80% of the Employee's regular rates of pay. (Example: An Employee misses two (2) days and this is the ninth (9th) occurrence in less than a twelve-(12) month period. The Employee will receive sick leave compensation for each day missed at 80% of his/her regular rate of pay for each day of the ninth (9th) and subsequent occurrences not to exceed six (6) such days in a twelve (12) month period.) Exceptions to the occurrence rule would be an Employee off under a qualified Family Medical Leave Act usage or being off due to a work related injury as qualified in the Injury Leave Article.

Sick Leave Occurrences are defined as separate occurrences where an Employee reports off work for illness or non-work related injury. (Example: An Employee reports off work for two days, that is one occurrence, then returns to work and sometime later reports off work again, that is a second occurrence and so on.)

19.6 Minimum Charge to Sick Leave. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than two hours. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

19.7 Sick Leave Credit on Return to Service. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of his layoff or leave.

19.8 Sick Leave Credit Upon Transfer. Upon transfer from one division or department to another, unused sick leave shall be available for the transferred Employee's use.

19.9 Payment of Sick Leave to Members Killed in Line of Duty. If an Employee is killed in the "line of duty," the City shall pay the Employee's surviving spouse, or, if there is no surviving spouse, the Employee's estate, all of the Employee's accrued, unused sick leave as of the Employee's date of death. For the purpose of this Section, "line of duty" means that the Employee was performing official department business at the time of his death, or the Employee's death proximately resulted from the member's performance of his/her lawful duties as a Police Officer.

19.10 Workers' Compensation. No Employee may receive payment from the City for sickness or injury if he is receiving Workers' Compensation for the same purpose. Therefore, once a Workers' Compensation claim has been approved the Workers' Compensation checks will be signed by the Employee and turned over to the City. The City shall continue to pay the Employee his/her regular paycheck during this period of time.

19.11 Pay for Accumulated Sick Leave. All Employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the Employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

a. One-fourth (1/4) of the Employee's accrued but unused sick leave, up to a maximum accrual of 600 hours.

b. One-third (1/3) of the accrued but unused sick leave in excess of 600 hours.

c. In no event shall sick leave be permitted to accrue in an amount greater than 1,000 hours.

d. If an Employee is separated from employment through a removal for cause and has unused sick leave to his credit, he shall not be entitled to compensation for accrued and unused sick leave to his credit at the time of separation.

19.12 The occurrence program set forth in paragraph 19.5 shall not apply to Employees who reach and maintain in excess of six hundred fifty (650) accumulated sick leave hours.

ARTICLE 20
INJURY LEAVE

20.1 Each full-time bargaining unit Employee shall be entitled to occupational injury leave (OIL) to a maximum of one hundred twenty (120) calendar days for each qualifying injury. OIL shall be granted to an Employee who suffers an on-the-job injury or illness from an identifiable incident that occurred in the course of performance of his/her official duties within the scope of his/her employment with the Employer and who is off work due to said injury for five consecutive shifts. This wait period may be waived in the sole discretion of the City Manager.

20.2 In the event of a service-connected injury or illness incurred in the active discharge of duty, which injury is not the result of gross negligence, recklessness, self-infliction, or “horseplay” by the Employee, the Employer shall grant the Employee full pay for a period not to exceed one hundred twenty (120) calendar days. This time shall not be charged to the Employee’s sick time.

20.3 An Employee applying for OIL hereunder shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the Employee’s treating physician(s) and the treatment facility(ies), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. At that time, the physician shall also document an estimated return to work date for the injured Employee.

20.4 Any Employee claiming an occupational injury or illness under this Article shall file a claim with the Ohio Bureau of Workers’ Compensation (OBWC) as soon as possible. Upon approval of the claim by OBWC, an OIL granted after the fifth consecutive shift absence shall be made retroactive to the first day of absence, and any sick leave or vacation used by the Employee during the first five work days of absence shall be restored to his/her credit. The Employee shall remit to the Employer all income benefits paid by OBWC for the period during which the

Employee received full pay from the Employer while on OIL. In the event the claim is denied by OBWC, the Employee shall revert to sick leave status and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

20.5 The Employee must report to the City Manager, or his designee, once a week, or otherwise approved timeframe by the City Manager, during OIL. During the period of OIL, there shall be no employment outside of the Employee's home. If the Employee will be working from his home or from a charitable or civic organization he/she will have to receive prior approval from the City Manager, or his designee.

20.6 It is understood and agreed that the Employer's obligation under this Article is only the Employee's regular rate of pay. If the Employee elects not to accept OIL, the City will not be obligated to compensate the Employee over the amount paid by OBWC. The Employee will also be responsible for paying any portion of Health Care Benefit normally responsible for under this contract and will be invoiced that amount by the City monthly.

20.7 In lieu of granting OIL, the Employer may assign the Employee to transitional work with the approval of, and within the limitations set by, the Employee's treating physician or physician selected and paid for by the Employer. It is strictly the management right of the Employer to determine if transitional work is available.

20.8 No entitlement to OIL shall arise from a personal injury sustained while an Employee is engaged in outside employment of any nature, whether or not such employment is in a law enforcement related field.

20.9 Before an Employee on injury leave will be permitted to return to duty, he/she shall submit to the City Manager's office a physician's statement and any other required documentation concerning the injury, demonstrating his/her physical ability to satisfactorily perform the duties of his/her position. Additionally, the City Manager may require the Employee to submit to an examination by a physician selected by the City, at the City's expense, if there is any question about the Employee's ability to return to duty.

20.10 The Union and Employees agree with the Employer's Transitional Work Policy, if any, which shall not be limited in any way by this Agreement.

20.11 The Employee will be required to attend all scheduled meetings, unless his/her absence from the meeting has been approved by the Chief of Police, or his designee or the Employee is excused by his or her treating physician. The Employee on OIL will not receive overtime, for attending scheduled meetings, consultations, etc.

ARTICLE 21
BEREAVEMENT LEAVE, MILITARY LEAVE, JURY LEAVE AND OTHER LEAVE

21.1 Funeral Leave.

a. Any 5 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of five (5) days in the event of a death of an immediate family member. Any 4 & 2 schedule employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of four (4) days in the event of a death of an immediate family member. For purposes of this policy, the "immediate family" is defined as mother, father, mother-in-law, father-in-law child (including step-child), spouse (including domestic partner), grandparents, siblings, grandchildren, stepparents, stepchildren, step siblings, or legal guardian or other person who stands in place of the Employee's parent.

b. Any regular full-time Employee may be granted usage of funeral leave, upon scheduling by the Chief and upon approval of the City Manager or his designee, for a maximum of three (3) days in the event of a death of the following family members: brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouses grandparents, aunt or uncle.

c. One (1) day of funeral leave may be granted by the City Manager or designee for the death of any legal relative or member of the Employee's household other than those listed above.

d. Funeral leave may be used to grieve, to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral.

21.2 Military Leave. Military leave shall be in accordance with applicable federal, state, and local laws.

21.3 Jury Leave. The City shall grant full pay to an Employee who is summoned for jury duty or subpoenaed as a witness by any court or other adjudicatory body in cases that arise from a bargaining unit Employees employment with the City. All compensation for such duty must be reimbursed to the City, unless such duty is performed totally outside normal working hours. The City will not pay Employees for court appearances in connection with the Employee's personal matters. This includes, but is not limited to proceedings related to personal traffic citations, divorce proceedings, custody, and juvenile proceedings. If absence from work is necessary for personal matters, the Employee may use vacation time or take an unpaid leave, however, the Employee must request prior approval for this leave to be granted.

21.4 Other Unpaid Leave. In addition to leave specifically addressed in this Agreement, the City Manager, at his sole discretion, may authorize other leaves of absence without pay. The City Manager's decision to grant or not grant a leave of absence not addressed in this Agreement is not grievable.

ARTICLE 22
INSURANCE

22.1 Insurance. The City shall offer a group health care, vision, and dental care insurance program to Employees, equivalent to that offered to other City Employees.

22.2 Health and Dental Care Insurance Premiums. Effective June 1, 2017, the Employee's premium share for health care and dental shall be 17% for the duration of this Agreement.

22.3 Insurance - General Provision.

a. With respect to all insurance coverage provided to Employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain substantially the same.

b. A difference between any Employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant Employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, Employee or beneficiary of any Employee.

d. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

22.4 If the Employer offers an alternative "buy-up" plan, in addition to the Employee premium share provided in paragraph 22.2, above, Employees selecting such buy-up plan, as the name indicates, shall pay any additional cost incurred by the City between the City's base plan and the buy-up plan.

22.5 Life Insurance. The Employer shall provide and pay for term life insurance for all Employees in the amount of $25,000.

22.6 Employees who waive healthcare, dental and vision insurance coverage, upon proof of coverage elsewhere, shall be paid a lump sum of $2,500 for a single plan and $3,500 for a family plan on the first pay date in November of each plan year.

22.7 Effective January 1, 2015, health insurance coverage for spouses of Employees will be provided upon certification by the Employee that the Employee's spouse is not eligible for insurance coverage from the spouse's employer, subject to the following:

a. In order for a working spouse to be ineligible for the City of Monroe's health plan, the following situations must apply. First, the working spouse must work thirty (30) or more hours per week, the employer must pay 50% or more of the employee only premium and the plan must meet the Affordable Care Act standards. Spouses who work less than thirty (30) hours, are offered a substandard plan or pay more than 50% of the employee only rate are eligible for the City of Monroe's plan.

b. An adult child shall be eligible for the City of Monroe's health plan in accordance with the provisions of the Affordable Care Act, and/or state law, as amended.

c. This Working Spouse Carve Out Policy only applies to spouses who are actively at work at an employer group. It does not apply to self-employed spouse who have an individual medical plan (non-company sponsored), receive health insurance through a company or government retirement plan, Medicare or COBRA.

ARTICLE 23
SAFETY AND HEALTH

23.1 The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Police Department in order to eliminate as much as possible accidents, deaths, injuries, and illness in the Police Department.

23.2 The Police Chief or Supervising Lieutenant shall have discretion to remove apparatus from service if in his opinion the mechanical condition of the apparatus warrants removal and he has inspected and filled out the proper paperwork. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Police Chief.

23.3 The City will agree that blood tests for carbon monoxide poisoning will be provided upon request for any Police Officer treated in a hospital for inhalation of an irrespirable atmosphere and the Police Officer will be given a report of the test upon request. The City will pay any legitimate cost for blood tests not covered by medical insurance or Worker's Compensation as deemed necessary by medical personnel.

23.4 The Chief of the Police Department will determine the types, quality and quantity of all equipment issued for use in the Department. Patrol vehicles will, at a minimum, include shotgun, shotgun racks and plexiglass screens. Where such items are not present, they will be installed or replaced within a minimum of six months.

23.5 There shall be two members from the Police Department appointed to the City-wide Safety Committee. One shall be designated by the Police Chief; the other shall be a Union member designated by the Police Chief.

23.6 The City will continue to furnish safety apparel and equipment consistent with the Ohio Industrial Commission Standards.

23.7 The City will provide, upon request by any member of the Police Department, an inoculation for prevention of Hepatitis, Type B.

23.8 Upon written request, damaged safety equipment and apparel shall be sent for repair and replaced within ten (10) working days after examined by the Police Chief.

23.9 The City will provide, upon request, within a reasonable time, a test for any Employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel. The City will pay any legitimate cost for the test not covered by medical insurance or workers' compensation, as well as reasonable expense.

23.10 The City will endeavor to schedule three officers per shift and endeavor to maintain a minimum of two officers at all times per shift.

ARTICLE 24
RESIDENCY

As a condition of continued employment, Employees must reside within twenty-five (25) miles of the City of Monroe Police Headquarters. Newly hired Employees must relocate within thirty (30) days of the completion of their probationary period.

ARTICLE 25
DRUG FREE WORKPLACE

The Union agrees with and supports the City's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the City hereafter. Implementation of a drug testing policy or any major changes to the City's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

ARTICLE 26
MODIFICATION, SEPARABILITY AND CONFLICT OF LAWS

Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work, and working conditions as more fully set forth herein. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by the Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Article or Section of this Agreement, the parties may agree to meet, if a meeting is requested in writing, within 30 days of such request for the purpose of renegotiating said Article or Section.

The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict in any manner with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 27
OUTSIDE EMPLOYMENT

At the sole discretion of the Police Chief, Employees may hold outside employment so long as they meet the performance standards of their job with the Employer. The outside job shall not conflict with the Employee’s duties as a member of the Police Department. Employees shall consider the impact that outside employment may have on their health and physical endurance. All Employees will be judged by the same performance standards and will be subject to the Employer’s scheduling demands, regardless of any existing outside work requirements.

If the Police Chief determines that an Employee’s outside work interferes with his performance or the ability to meet employment requirements of the Police Department, the Employee may be required to terminate the outside employment if he desires to retain Police Department employment.

Outside employment that constitutes a conflict of interest is prohibited.

The Injury Leave Article of this Agreement shall not apply to Employees who are injured during outside employment.

This Article is not intended to prohibit paid employment with the Police Union.

ARTICLE 28
SENIORITY

28.1 Definition. Seniority shall be defined as the length of continuous service measured in years, months and days that an Employee has accumulated as a full-time Employee in the service of the Police Department.

28.2 Accrual.

a. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

b. Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; and during a period of continuous layoff not to exceed 6 months, if the Employee is recalled into employment; and during a sick leave of up to 12 months.

28.3 Loss of Seniority. An Employee's seniority shall be lost and employment terminated when he:

a. terminates voluntarily;

b. is discharged for cause;

c. exceeds an official leave of absence;

d. is laid off for a period of more than 1 year if the Employee has less than 5 calendar years seniority; or is laid off for a period of more than 2 years if the Employee has more than 5 calendar years seniority (during such periods of layoff the Employer will not hire new Employees);

e. fails to notify the Employer in writing of his intent to return to work on a recall from layoff, within 5 days after the Employer has sent written notice to him to return by letter with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his current address.

28.4 Application. Seniority shall apply in layoffs and recalls and for scheduling of vacations as provided in the general orders, rules, regulations and procedures of the Employer.

28.5 Layoff: In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in order of their seniority. In the event a Sergeant becomes subject to a layoff, he/she shall be permitted to take a position as a police officer. Recalls will be made by seniority when the former position as a Sergeant becomes available again.

28.6 Recall. Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

29.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Butler County Sheriff, the City of Monroe, or the Federal or State Legislature, such as for Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances; and

B. All work rules and/or agreements and practices relating to the assignment of Employees.

29.2 Upon the termination of the emergency, should a valid grievance exist, it shall be processed in accordance with the provision outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed prior to the emergency.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall be effective as of midnight on the 1st day of June 1, 2023, and shall remain in full force and effect until midnight on the 31st day of May 31, 2026.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to the expiration date of this Agreement, and no later than 90 calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within 2 calendar weeks upon receiving notice of intent. Failure to give the required notice shall result in the expiration of the Agreement, or its continuation for a period of 1 year, at the option of the Employer.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

____

Chad Caudill, President

____

Josh Robertson, Vice President

____

Joseph Hegedus, OPBA Attorney

FOR THE CITY:

____

William J. Brock, City Manager

____

Kacey Waggaman, Assistant City Manager

____

Robert Buchanan, Chief of Police

____

Jacob Burton, Finance Director

____

Sarah Hunold, Human Resources Manager

____

Jack Hemenway, Frost Brown Todd LLC

Approved as to form:

____

Philip Callahan, Law Director

APPENDIX A

Uniform items to be issued as per Article 16:

1	Jacket, waterproof
1	rain coat
5	winter shirts
5	summer shirts
5	trousers
2	caps, dress and knit “Police”
2	ties
3	police badges, 2 large shield for coat, 1 small for wallet
1	cap badge
3	pair of collar brass, two small and one large for coat
2	name plates
1	duty belt
1	trouser belt
1	duty holster
1	double magazine pouch
1	chemical agent (i.e., mace)
1	mace pouch
1	asp
1	asp holder
2	handcuff cases – or – 1 double cuff case
2	sets of handcuffs
1	portable radio
1	radio holder
1	duty weapon with three magazines
4	belt keepers
1	pair waterproof boots
1	pair of shoes – or – additional pair of boots
1	metal clip board
1	metal citation clip board
1	bullet proof vest and carrier
1	biohazard glove case
1	TAZER with 2 cartridges
1	TAZER holster
1	duty bag
1	flashlight

Items that can optionally be purchased using clothing allowance:

Whistle
Whistle chain
Bullet proof vest
Additional vest carrier
Heavy duty boot socks
Leather patrol duty gloves

Extra handcuffs
Off duty holster
Ventilated t-shirts
Binoculars
Tie tacks
Recording device
Duty bag
Class "A" Uniform
Stinger stream light
Stinger light holder

In addition, the department shall provide the officers with biohazard gloves, notepads, pens, and duty ammunition as needed. Also, any item not listed above may be purchased with the allowance, provided that advance permission is obtained from the Chief of Police or his designee.

APPENDIX B

SERGEANTS*		
June 1, 2023	**June 1, 2024**	**June 1, 2025**
$100,349	$103,861	$107,496

* Sergeant Differential = 14%

RESOLUTION NO. 58-2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT TO PERFORM A TRAFFIC IMPACT STUDY OF THE INTERSECTION OF STATE ROUTE 63 AND UNION ROAD.

WHEREAS, current and future development within the area of State Route 63 and Union Road have and will cause an impact on the traffic flow within this area; and

WHEREAS, Council desires to enter into an agreement with the Warren County Transportation Improvement District to perform a traffic impact study with recommended improvements.

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 Intergovernmental Agreement by and between the City of Monroe and the Warren County Transportation Improvement District for a study to improve the traffic flow at the intersection of State Route 63 and Union Road. The terms and conditions of said agreement are marked 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

INTERGOVERNMENTAL AGREEMENT 2023-01

By and Between

CITY OF MONROE

And

THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

[SR 63 and Gateway Blvd Intersection Improvement Project-Part 1 Work]

Dated as of September 29, 2023

INTERGOVERNMENTAL AGREEMENT 2022-01

This Intergovernmental Agreement 2023-01 (this "Agreement") is made and entered into as of September 29, 2023 (the "Effective Date"), by and between CITY OF MONROE (the "City"), a municipal corporation and political subdivision located in Warren County, Ohio, and pursuant to Ohio Revised Code ("ORC") Chapter 715 and its Charter, and THE WARREN COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the "TID").

Recitals:

A. The Board of County Commissioners of Warren County, Ohio (the "County") created the TID, which is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects) and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure.

B. These projects, as contemplated by ORC Chapter 5540, include major transportation and infrastructure improvement projects that involve a coordinated, cooperative, multi-jurisdictional approach towards project integration, development, design and construction, land use planning, environmental stewardship, financial strategy implementation, economic development and public-private partnership opportunities to advance the projects in an innovative, efficient and cost effective manner.

C. These projects undertaken by the TID, pursuant to ORC Chapter 5540, are essential governmental functions and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County, and certain political subdivisions therein, including, but not limited to, the City, and of the State and are essential governmental functions;

D. The exercise by the TID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County, the City and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County, and certain political subdivisions therein, including, but not limited to, the City, and the State.

E. As part of the TID program of projects, established and designated by TID Resolution 2022-01, City Resolution No. 58-2023 and pursuant to ORC Section 5540.03(A)(4) and related ORC sections, the TID has been requested by the City to administer, facilitate and manage, in coordination and collaboration with the City, the WCEO (as hereinafter defined) and, as appropriate, ODOT (as hereinafter defined), certain preliminary engineering and study work for the intersection of SR 63 and Union Road, east of I-75, also known as the "SR 63 and Gateway Blvd Intersection Improvement Project" as further described and delineated for purposes of this Agreement in the plans and documents on file with the TID, the City, and the WCEO (the "Intersection Project", as hereinafter defined).

F. The Parties, acknowledge and agree that the first step in advancing the Intersection Project is the performance and completion of certain initial preliminary engineering and study work, as further described and as more specifically set forth in *Exhibit A - Part I Work Scope And Cost Summary* attached hereto and made part hereof, and defined herein and referred to as the "Part 1 Work" (as hereinafter defined), which will be funded in part by the City, in part by the TID and managed by the TID, as further described and set forth herein.

G. The City desires to collaborate and assist the TID by providing a portion of the necessary funding for the Part 1 Work cost and related support to the TID, who agrees to act as manager for the Part 1 Work, so as to facilitate the further development of the Intersection Project, in accordance with this Agreement. It is the ultimate intent and goal of the Parties that, subject to the further approval and authorization by the City Council and the TID Board of Trustees, as provided for in a subsequent agreement entered into between the Parties, that the TID would provide for the required management, administration, engineering/design, performance of acquisition activities as required to obtain the real property interests necessary for the Intersection Project right-of-way, and let and construct the Intersection Project from funding to be provided for by the City, subject to further legislative action by the City and the TID, upon completion of the Phase 1 Work or at such time as determined appropriate by the Parties.

H. The TID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government; and the City Council is specifically authorized by ORC § 5540.02(F) to make appropriations from moneys available to the City and not otherwise appropriated to pay costs incurred by the TID in the exercise of its functions under Chapter 5540 of the ORC.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the City and the TID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"Agreement" means this Intergovernmental Agreement, as the same may be amended from time to time.

Business Day" means any day other than a Saturday, Sunday, or legal holiday.

"City Council" means the City Council of the City of Monroe, Ohio.

"City" means the City of Monroe, Ohio, a municipal corporation and political subdivision of the State.

"City Pledged Amount" means the City's funding commitment for the Part 1 Work, as estimated to be required for the Project Cost Items (as hereinafter defined) to be paid to the TID by the City from available revenue sources, on or before October 15, 2023, in the amount of Thirty Six Thousand Dollars and no cents ($36,000.00) plus the TID project management fee of Seven Thousand Five Hundred Dollars and no cents ($7,500.00) for a total amount of Forty Three Thousand Five Hundred Dollars and no cents ($43,500.00); and,

"County" means the County of Warren, a county and political subdivision of the State.

"Day" means a calendar day, unless specifically designated as a Business Day.

"Effective Date" has the meaning given to such term in the introductory paragraph of this Agreement.

"Intersection Project" means the intersection of SR 63 and Union Road, east of I-75, also known as the "SR 63 and Gateway Blvd Intersection Improvement Project" as further described and delineated for purposes of this Agreement in the documents and plans on file with the TID, the City, and the WCEO and has the meaning given to such term in Recital E and further described and delineated for purposes of this Agreement in Exhibit A attached hereto and made part hereof.*"ODOT"* means the Ohio Department of Transportation, an agency of the State.

"ORC" means the Ohio Revised Code, as the same may be amended from time to time.

"Part I Work" means certain initial preliminary engineering and study work, as more specifically set forth in *Exhibit A* - Part I Work Scope and Cost Summary, attached hereto and made part hereof, which Part I Work will be funded by the City and managed by the TID.

"Party" means, individually, either the City or the TID; and "Parties" means, collectively, the City and the TID.

"Part 1 Work" means certain initial preliminary engineering and study work as required to advance the Intersection Project, as further described and as more specifically set forth in Exhibit A - Part I Work Scope And Cost Summary attached hereto and made part hereof.

"Project" or *"Projects"* means any street, highway, parking facility; freight rail tracks and necessarily related freight rail facilities, or other transportation projects and any project for the construction, reconstruction, improvement, alteration, or repair of any roads, highways, public places, buildings, or other infrastructure constructed or improved under this chapter, and includes all bridges, tunnels, overpasses, underpasses, interchanges, approaches, those portions of connecting streets or highways that serve interchanges and are determined by the TID to be necessary for the safe merging of traffic between the project and those streets or highways, service facilities, and administration, storage, and

other buildings, property, and facilities, that the TID considers necessary for the operation of the Project, together with all property and rights that must be acquired by the TID for the construction, maintenance, or operation of the Projects as from time to time undertaken by the TID pursuant to the authority granted by ORC Chapter 5540 and duly authorized by a resolution of its Trustees.

"Project Cost Item" or "Project Cost Items" means the Part 1 Work activities, services and/or work items to facilitate and complete the Part 1 Work,and as further described and set forth in Exhibit A hereto.

"Project Funding" means the City Pledged Amount and the TID Pledged Amount as required for funding the Part 1 Work, which together comprise the source of funding for the Part 1 Work.

"State" means the State of Ohio.

"Term" has the meaning given to such term in Section 4.01.

"TID" means The Warren County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created by the Board of County Commissioners pursuant to ORC § 5540.02.

"TID Management Fee" means the fee payable to the TID for managing and administering the Part 1 Work agreed upon by the Parties herein, in an amount of Seven Thousand Five Hundred Dollars ($7,500.00), which is part of the City Pledged Amount.

“TID Pledged Amount" means the TID’s specific funding commitment for apportion of the Part 1 Work to be provided from the TID Project fund revenue sources, in the amount of Thirty Six Thousand Dollars and no cents ($36,000.00).

"Trustees" means the Board of Trustees of the TID.

"WCEO" means the Warren County Engineer's Office, an elected office located in the County.

Section 1.02. Exhibits.

(a) The following Exhibit is attached to and made a part of this Agreement:

Exhibit A - Part I Work Scope and Cost Summary

Section 1.03. References to Parties. Any reference in this Agreement to the City or City Council, the Trustees or the TID, or to any officers of the City or the TID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the City or the TID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent The TID and the City have acknowledged and agreed that it is essential to the welfare of the people of the County, and the City, that the Parties cooperate to the greatest extent practical in the development, funding and construction of the Intersection Project which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County and the City, and the City consents and approves of the TID's administration and management of the Part 1 Work and to provide the Intersection Project Funding as set forth herein.

Section 2.02. General Agreement Regarding Funding. The Parties acknowledge and agree as follows:

(a) The City explicitly agrees to contribute the City Pledged Amount to the TID, to cover the City's portion, as required, for the Part 1 Work, in accordance with and as set forth in the Part I Work Scope and Cost Summary attached hereto as Exhibit A and made part hereof, plus the TID Management Fee. The City and the Council explicitly agree to make payment of the City Pledged Amount to the TID on or before October 15, 2023.

(b) The TID explicitly agrees to:

i) administer and manage the Part 1 Work, in coordination and collaboration with the City, WCEO, and ODOT as appropriate, and perform all related responsibilities as thereby required or appropriate, including, but not limited to, the management, administration and performance of all activities required to complete the Part 1 Work, contingent upon receipt of the City Pledged Amount on or before October 15, 2023;

ii) provide the TID Pledged Amount to cover the TID's portion of the cost, as required, for the Part 1 Work; and

iii) only utilize the funds pledged in (a) above for the Part 1 Work costs, which includes TID Management Fee and will allocate those funds so designated for the Part 1 Work further in accordance with Section 2.03 below.

(c) In the event the TID does not receive the payment due, pursuant to (a) above, the TID will immediately notify the City in writing, by both facsimile transmission and via electronic mail, that it has not made its payment and that the payment is due immediately. The City and Council further agree that, notwithstanding any other provision of the Agreement, including Section 4.02, the City's commitment to make payment of the City Pledged Amount to the TID, as set forth herein, will continue and shall survive any termination of the Agreement until full payment of the City Pledged Amount committed for the Project Funding is accordingly made.

(d) The provisions of this Agreement may not be altered or amended without the express written consent of both of the parties hereto.

Section 2.03 Application of the City Pledged Amount.

(a) The TID will apply the City Pledged Amount for the sole purpose of paying costs and expenses related to the Part 1 Work and the TID Management Fee as set forth herein.

(b) The Project Funding shall be deposited and maintained by the TID in such accounts and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.

(c) The Parties acknowledge and agree that: (1) the City Pledged Amount constitutes a specific commitment of Project Funding by the City and (2) the TID is relying upon the Project Funding commitment to facilitate and complete the Part 1 Work and will utilize the Project Funding solely to pay for the Part 1 Work and costs directly related thereto, and which costs includes the TID Management Fee, , in accordance with ORC Chapter 5540 and other applicable law and agreements.

(d) Furthermore the Parties agree that if, upon final close out of the Part 1 Work, there is an excess amount remaining of the City Pledged Amount, said amount will be returned to the City within 30 days of the date such close out amount is finally determined or is agreed by the Parties to be applied and credited towards other phases of the Intersection Project as approved and authorized by the Parties.

Section 2.04. Relationship of the Parties.

(a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the, performance of its services hereunder, the TID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the TID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the TID in good faith and in the best interests of the successful completion of the Part 1 Work. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.

(b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among either the City or the TID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.05. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither the City Council or any member of the City or the Council or any member of the TID, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.06. Liability of the Parties. Neither Party shall have any liability to the other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such Party by this Agreement.

Section 2.07. No Third Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the TID. To induce the City to enter into this Agreement, the TID represents to the City as follows:

(a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;

(b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the TID and the Trustees; and this

Agreement, when executed and delivered by the TID, will constitute a legal, valid, and binding obligation of the TID; and

(d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the TID or (2) result in a default under any agreement or instrument to which the TID is a party or by which it is bound.

Section 3.02. Representations of the City. To induce the TID to enter into this Agreement, the City Council represents to the TID as follows:

(a) it is the duly constituted and duly elected governing body of the City under the laws of the State;

(b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder; the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the City; and this Agreement, when executed and delivered by the City Council, will constitute a legal, valid, and binding obligation of the City; and

(c) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the City or (2) result in a default under any agreement or instrument to which either the City Council or the City is a party or by which either the City Council or the City is bound.

Section 3.03. Challenge to Agreement

(a) Each Party waives any and all rights it may have to commence or to maintain any civil action or other proceeding to contest, to invalidate, or otherwise to challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote, or support the opposition of, this Agreement or any of the actions required or contemplated by this Agreement.

(b) In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, all Parties shall fully cooperate to vigorously defend the Agreement. If less than all the Parties are named as parties to the action, the other Parties shall seek to intervene, and each named Party shall support such intervention. The cost of defending this Agreement shall be shared equally by all Parties. No settlement of such an action shall be permitted without the approval of all Parties.

Section 3.04. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.05. Notice of Disagreement The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.06. Assignment No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.07. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by both Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after September 22, 2023 to and including June 30, 2024 (the "Term").

Section 4.02. Termination. So long as any amount of the Project Funding is outstanding and unpaid, this Agreement shall not be terminated. If no Project Funding is outstanding, this Agreement will terminate, prior to the expiration of the Term, upon the completion of the Part 1 Work and if the Parties do not agree to amend and restate this Agreement to provide for proceeding with subsequent phases of the Intersection Project.

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

(a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

(1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or

(2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

(3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or

(4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.

(b) All notices to be given to the TID pursuant to this Agreement shall be sent to the TID at the following address:

The Warren County Transportation Improvement District
Attn: Neil Tunison, P.E. /P.S., Secretary/Treasurer
105 Markey Road
Lebanon, Ohio 45036
Facsimile: (513) 695-3307
Electronic Mail: neil.tunison@co.warren.oh.us

(c) All notices to be given to the City pursuant to this Agreement shall be sent to the City at the following address:

City of Monroe
Attention: William J. Brock, P.E./CM City Manager
233 South Main Street
Monroe, OH 45050
Telephone: (513) 269-7374, option 7
Electronic Mail: brockb@monroeohio.org

(d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

CITY:

CITY OF MONROE,
WARREN COUNTY, OHIO

By: ________________________
City Manager

By: ________________________
Finance Director

TID:

THE WARREN COUNTY
TRANSPORTATION
IMPROVEMENT DISTRICT

By: ________________________
Secretary-Treasurer

FISCAL OFFICER'S CERTIFICATE

The undersigned, the Fiscal Officer of City of Monroe, Warren County, Ohio ("Monroe"), hereby certifies that the moneys required to meet the obligations of Monroe for the year 2023 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of Monroe or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: ____________, 2023

____

______________________________, Fiscal Officer

FISCAL OFFICER'S CERTIFICATE

The undersigned, the Fiscal Officer of the Warren County Transportation Improvement District ("TID"), hereby certifies that the moneys required to meet the obligations of the TID for the year 2023 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of the TID or are in the process of collection to the credit of ana appropriate fund free from any previous encumbrances.

Dated: ____________, 2023

____

______________________________, Fiscal Officer

Strand Associates, Inc.®
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
(P) 513.861.5600
www.strand.com

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

Exhibit A - Part I Work Scope and Cost Summary

September 5, 2023

Mr. Dan Corey, Project Manager
Warren County Transportation Improvement District
210 West Main Street
Lebanon, OH 45036

Re: Engineering Services
State Route 63 (SR 63), Gateway Boulevard, and Union Road Improvements

Dear Mr. Corey:

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to Warren County Transportation Improvement District (WCTID) for the SR 63, Gateway Boulevard, and Union Road Improvements.

Project Narrative

WCTID and the City of Monroe (City) are interested in evaluating the existing operations at the intersection of SR 63 and Union Road, east of Interstate (I)-75. The intersection is operating poorly, especially in peak hours, with eastbound SR 63 left-turning vehicles often queuing over the railroad tracks. WCTID and the City would like to evaluate modifications in this area that include eliminating the existing SR 63 and Union Road intersection by realigning Union Road with Gateway Boulevard. The realignment of Union Road would require modifications to the Trader's World driveway. A concept for these modifications was previously developed and advanced to 30 percent design in 2015 by others. The concept included a roundabout at the relocated Trader's World driveway.

Future development is anticipated within the project area. This includes an upcoming C5 75 Logistics Center North development, potential expansion of the Miami Valley Gaming Racino (Racino), potential redevelopment of the Trader's World property, and additional future development along the Union Road corridor. WCTID would like to plan for future widening of Union Road to accommodate the anticipated development.

Numerous studies and projects have been initiated in and around the SR 63 Gateway Boulevard intersection. WCTID provided the following:

1. Certified Traffic for WAR-741-7.30 and WAR-63-0.83 (PID 112121).
2. *Traffic Impact Study for C5 75 Logistics Center*, Bayer Becker, January 2022.
3. *Draft Traffic Impact Study for Miami Valley Gaming Racino Expansion*, Woolpert, January 2020.
4. Excerpts from *Greentree Regional Traffic Study*, EMH&T, February 2007.
5. Miscellaneous traffic counts and forecasts.

WCTID would like to evaluate the previous Union Road realignment concept for feasibility as well as review the anticipated typical section for Union Road between SR 63 and Greentree Road. The initial phase of the project will include traffic analysis. Design of the project will be part of a future Proposal. It is Strand's understanding that WCTID will contract directly with other consultants for any required geotechnical, environmental, and right-of-way acquisition services, and that the railroad will design the relocated track.

Scope of Services

Proposed services can be described as follows.

1. Develop a background traffic growth rate for the project area by comparing turning movement counts provided by WCTID, communicating with Ohio-Kentucky-Indiana Regional Council of Governments (OKI) to receive the growth rate anticipated in its long-range model, and evaluating Warren County planning documents including the *Warren County Thoroughfare Plan* and the *Greentree Regional Traffic Study*. The developed growth rate shall be approved by WCTID and City.

2. Prepare trips generated by two anticipated developments: the C5 75 Logistics Center North and the Racino expansion. The trip generation data will be collected from traffic impact studies provided by WCTID and be prepared in accordance with the Institute of Traffic Engineers Standards.

3. Develop forecasted Opening Day and Design Year traffic volumes. The volumes will be developed for existing conditions (No Build scenario) as well as the Union Road realignment concept (Build scenario). WCTID shall provide all existing traffic counts. Opening Day is anticipated to be 2027 and Design Year is anticipated to be 2047. The forecasted volumes will include background traffic growth and trips generated by anticipated developments. Forecasted Opening Day and Design Year volumes will be developed for the following signalized intersections:

    a. SR 63 and Gateway Boulevard
    b. SR 63 and Union Road
    c. SR 63 and Senate Drive/Corridor Drive
    d. SR 63 and I-75 interchange

4. Perform capacity analysis at the four signalized intersections listed in Item 3. Capacity analysis will be performed for the No Build and Build scenarios in Opening Day and the Design Year. The capacity analysis will be in accordance with *Highway Capacity Manual* (HCM) and Ohio Department of Transportation (ODOT) guidance. HCS software will be used to evaluate geometric improvements at the intersections and Synchro/SimTraffic software will be used to evaluate traffic signal operations.

5. Perform capacity and queue analysis for a potential roundabout at realigned Union Road and Trader's World driveway intersection. The capacity analysis will be in accordance with HCM and ODOT guidance. HCS software will be used for the analysis.

6. Evaluate modifications along the SR 63 corridor from west of the I-75 interchange to the Racino entrance. Potential modifications include modified signal timing and/or phasing, addition or modification of turn lanes, and restriction of specific turning movements.

7. Develop forecasted Opening Day and Design Year traffic volumes along the Union Road corridor from SR 63 to Greentree Road. The forecasted volumes will include background traffic growth and trips generated by anticipated developments.

8. Evaluate queue lengths for a roundabout during train events on the railroad to assess the potential for vehicular queues to create conflicts at SR 63. It is anticipated that information regarding frequency, timing, and duration of train events shall be provided by WCTID.

9. Develop a preliminary concept for the realignment of Union Road and a roundabout at the Union Road and Trader's World driveway intersection. Evaluate the roundabout design parameters including design vehicle turning movements, fastest path speeds, phi angles, and sight angles. The roundabout will be evaluated for an interim condition in which the existing Union Road (west of Shaker Creek) will be maintained and a future condition in which Union Road will be widened and realigned to the east of Shaker Creek. The preliminary concept will reflect Opening Day conditions which is anticipated to be a single lane roundabout. The preliminary concept will be developed to accommodate future expansion to a multi-lane roundabout. The northern terminus for this phase of the project is Union Road, approximately 800 feet south of the Miami Valley Gaming Racino driveway.

10. Prepare an opinion of probable construction cost (OPCC) for the Union Road realignment, modifications to SR 63, and roundabout at Union Road and the Trader's World driveway.

11. Prepare a technical memorandum discussing the traffic analysis and potential modifications. The technical memorandum will include exhibits for the potential improvements.

12. Attend two in-person meetings with the project team. Two Strand staff are anticipated at each meeting.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided through an amendment to this Proposal or through a separate Proposal with WCTID.

1. <u>Additional Site Visits and/or Meetings</u>: Additional WCTID-required site visits or meetings.

2. <u>Drawings and Specifications</u>: Design services including drawings and specifications.

3. <u>Land and Easement Surveys/Procurement</u>: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to WCTID for securing land rights necessary for the project.

4. <u>Preparation for and/or Appearance in Litigation on Behalf of WCTID</u>: Any services related to litigation.

5. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.

Compensation

WCTID shall compensate Strand for Services under this Agreement on an hourly rate basis plus expenses an estimated fee of $72,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by WCTID but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of an engineering services agreement, which is anticipated the week of September 4, 2023. Services are scheduled for completion on February 29, 2024.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 513-861-5600 extension 5223.

Sincerely,

STRAND ASSOCIATES, INC.®

Jeff Heimann

Jeff C. Heimann, P.E.

JCH:tll\R:\CIN\Documents\Agreements\W\WarrenCountyTID\SR 63,Gateway Blvd and Union Rd Improv.2023\Agr\4697.003.Prpsl.docx

Strand Associates, Inc.®
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
(P) 513.861.5600
www.strand.com

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Excellence in Engineering
Since 1946

September 5, 2023

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4. Perform capacity analysis at the four signalized intersections listed in Item 3. Capacity analysis will be performed for the No Build and Build scenarios in Opening Day and the Design Year. The capacity analysis will be in accordance with *Highway Capacity Manual* (HCM) and Ohio Department of Transportation (ODOT) guidance. HCS software will be used to evaluate geometric improvements at the intersections and Synchro/SimTraffic software will be used to evaluate traffic signal operations.

5. Perform capacity and queue analysis for a potential roundabout at realigned Union Road and Trader's World driveway intersection. The capacity analysis will be in accordance with HCM and ODOT guidance. HCS software will be used for the analysis.

6. Evaluate modifications along the SR 63 corridor from west of the I-75 interchange to the Racino entrance. Potential modifications include modified signal timing and/or phasing, addition or modification of turn lanes, and restriction of specific turning movements.

7. Develop forecasted Opening Day and Design Year traffic volumes along the Union Road corridor from SR 63 to Greentree Road. The forecasted volumes will include background traffic growth and trips generated by anticipated developments.

8. Evaluate queue lengths for a roundabout during train events on the railroad to assess the potential for vehicular queues to create conflicts at SR 63. It is anticipated that information regarding frequency, timing, and duration of train events shall be provided by WCTID.

9. Develop a preliminary concept for the realignment of Union Road and a roundabout at the Union Road and Trader's World driveway intersection. Evaluate the roundabout design parameters including design vehicle turning movements, fastest path speeds, phi angles, and sight angles. The roundabout will be evaluated for an interim condition in which the existing Union Road (west of Shaker Creek) will be maintained and a future condition in which Union Road will be widened and realigned to the east of Shaker Creek. The preliminary concept will reflect Opening Day conditions which is anticipated to be a single lane roundabout. The preliminary concept will be developed to accommodate future expansion to a multi-lane roundabout. The northern terminus for this phase of the project is Union Road, approximately 800 feet south of the Miami Valley Gaming Racino driveway.

10. Prepare an opinion of probable construction cost (OPCC) for the Union Road realignment, modifications to SR 63, and roundabout at Union Road and the Trader's World driveway.

11. Prepare a technical memorandum discussing the traffic analysis and potential modifications. The technical memorandum will include exhibits for the potential improvements.

12. Attend two in-person meetings with the project team. Two Strand staff are anticipated at each meeting.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided through an amendment to this Proposal or through a separate Proposal with WCTID.

1. Additional Site Visits and/or Meetings: Additional WCTID-required site visits or meetings.

2. Drawings and Specifications: Design services including drawings and specifications.

3. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to WCTID for securing land rights necessary for the project.

4. Preparation for and/or Appearance in Litigation on Behalf of WCTID: Any services related to litigation.

5. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.

Compensation

WCTID shall compensate Strand for Services under this Agreement on an hourly rate basis plus expenses an estimated fee of $72,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by WCTID but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of an engineering services agreement, which is anticipated the week of September 4, 2023. Services are scheduled for completion on February 29, 2024.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 513-861-5600 extension 5223.

Sincerely,

STRAND ASSOCIATES, INC.®

Jeff Heimann

Jeff C. Heimann, P.E.

JCH:tll\R:\CIN\Documents\Agreements\W\WarrenCountyTID\SR 63.Gateway Blvd and Union Rd Improv.2023\Agr\4697.003.Prpsl.docx

EMERGENCY ORDINANCE NO. 2023-23

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

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

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

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

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

WHEREAS, the City has received the report of the Administrator detailing the amount of funds to be available during 2023 and 2024 for the purpose of making debt service payments and indicating the amount by which the special assessments to be collected should be adjusted for tax year 2023, collection year 2024.

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

SECTION 1: The assessments of the cost and expense of the Improvements plus, Administrative Expenses, which were previously certified by this Council to the Warren County Auditor's office in the amounts set forth in Exhibit "A" attached hereto, shall be adjusted and shall be levied and collected for collection year 2024 in the amounts set forth on Exhibit "B" attached hereto.

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

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

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

PASSED: ____________________________

ATTEST: APPROVED:

____________________________________ ____________________________________

Clerk of Council Mayor

Exhibit "A" E. Ord. No. 2023-23

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

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

EXHIBIT "B" to E. Ord. No. 2023-23

The amount of the Special Assessment per acre to be collected from all Net Acreage necessary to satisfy the Annual Required Assessment of $230,966.81 is approximately $14,947.08 per acre ($230,966.81 Annual Required / Assessment 15.4523 acres = $14,947.08 per acre).

Parcel ID	Account Number	Current Owner	Acreage	Special Assessment
11-05-128-006-1	5802155	17AC East of Senate, LLC	1.6505	$ 24,670.16
11-06-377-013-1	5802157	17AC East of Senate, LLC	9.5903	143,347.01
11-06-377-014-1	5801443	Senate Hotel LP	1.7991	26,891.30
11-05-201-001-1	5802158	17AC East of Senate, LLC	0.7410	11,075.79
11-05-201-002-1	5800676	17AC East of Senate, LLC	1.6714	24,982.55
Total			**15.4523**	$230,966.81

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

ANNUAL ADMINISTRATOR'S REPORT

August 4, 2023

Prepared By:

Argus Growth Consultants, Ltd.

100 South Third Street
Columbus, Ohio 43215
614.227.2300

INTRODUCTION

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

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

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

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

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

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

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

Authority, the Trustee, Argus, and the Incentive Review Group, LLC. In its role as Administrator, Argus is required to prepare and submit to the Authority and the Trustee an annual report (the "Report") identifying all payments expected to be made in the upcoming fiscal year (January 1 through December 31), detailing the sources of revenue for such payments, and calculating the Annual Required Assessment (as defined herein) to be certified by the City for collection in the upcoming fiscal year. The Report, which includes all required information for both 2022 and 2023, is divided into three sections including: (1) Sources of Funds, (2) Uses of Funds, and (3) Annual Requirement Assessment. Any questions regarding this Report should be directed to:

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

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SOURCES OF FUNDS

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

Special Assessments

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

2022 Special Assessment: The City levied Special Assessments for collection in 2022 in the aggregate amount of $229,534.72. The County collected $120,505.73 with the first half 2022 property tax collection cycle and retained $5,738.37 of this amount as a collection fee. The remaining $114,767.36 was distributed by the County to the City and deposited by the City with the Trustee. The County collected $120,505.73 in the second half 2022 property tax collection cycle and retained $5,738.37 of this amount as a collection fee. The remaining $114,767.36 was distributed by the County to the City and deposited by the City with the Trustee.

2023 Special Assessment: The City levied Special Assessments for collection in 2023 in the aggregate amount of $225,362.92. The County collected $118,315.54 prior to the deadline for the payment of first half 2023 property taxes. The County retained $5,634.08 of the $118,315.54 collected and distributed the remaining $112,681.47 to the City. The City deposited $112,681.47 with the Trustee on April 26, 2023.

The County collected $118,315.54 prior to the deadline for payment of second half 2023 property taxes. The County is expected to retain $5,634.08 of this amount as its collection fee and deposit $112,681.47 with the Trustee.

Bond Fund

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

Series 2021B Interest Subaccount

As of June 30, 2022, the balance in the Series 2021B Interest Subaccount was $1.47. As of July 31, 2023, $185,388.27 was transferred into the Series 2021B Interest Subaccount, and the Series 2021B Interest Subaccount accrued $135.22 in interest. The amounts on deposit in the Series 2021B Interest Subaccount were used to pay interest on the Bonds on December 1, 2022 ($45,579.25), and June 1, 2023 ($44,821.00) and to pay principal on the bonds on December 1, 2022 ($45,000.00) and June 1, 2023 ($50,000.00).

Table A
Series 2021B Interest Subaccount
2022 and 2023 Activity
(As July 31, 2023)

Beginning Balance as of June 30, 2022	$ 1.47
Transfer from the Revenue Fund	185,388.27
Investment Earnings	135.22
Payment of Principal on the Bonds	(90,400.25)
Payment of Interest on the Bonds	(95,000.00)
Balance as of July 31, 2023	$ 124.71

Series 2021B Principal Subaccount

As of July 31, 2023, there has been no activity in the Series 2021B Principal Subaccount.

Reserve Fund

Series 2021B PRF Account in the Primary Reserve Fund

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

2022 and 2023 Balances of the Series 2021B PRF Account in the Primary Reserve Fund: As of July 31, 2023, the Series 2021B PRF Account contains $298,016.03, which exceeds the Reserve Requirement by $9,516.03.

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USES OF FUNDS

Bond Service Charges

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

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

2023 Bond Service Charges: Bond Service Charges in 2023 on the Bonds include interest payments of $44,821.00 due on June 1st and $43,978.50 due on December 1st, and principal payments of $50,000.00 due on June 1st and $50,000.00 due on December 1st. The interest payment due on June 1, 2023 ($44,821.00) and the principal payment due on June 1, 2023 ($50,000.00) were paid from available monies in the Series 2021B Interest Subaccount. The interest payment due in December will be paid from available monies in the Series 2021B Interest Subaccount, and the principal payment due in December will be paid from available monies in the Series 2021B Principal Subaccount.

2024 Bond Service Charges: Bond Service Charges in 2024 include an interest payment of $43,136.00 due on June 1st, an interest payment of $42,293.50 due on December 1st, a principal payment of $50,000.00 due on June 1st, and a principal payment of $50,000.00 December 1st. Bond Service Charges in 2024 will be paid from the Special Assessments collected in 2024.

Administrative Amounts

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

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

2022 Administrative Amounts: The total Administrative Amounts for 2022 consisted of (i) the Reporting Agent Fee ($7,500.00) paid to the Authority on September 19, 2022, (ii) the Administrator Fee ($7,500.00) paid to the Administrator on December 19, 2022 for continuing disclosure services, (iii) the Trustee Fee ($2,500.00) paid directly to the Trustee on November 30, 2022, and (iv) the Authority Fee ($13,637.50) paid to the Authority on December 19, 2022.

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

2023 Administrative Amounts: Pursuant to the 2022 Annual Administrator's Report, the total Administrative Amounts for 2023 were estimated as follows:

Table B
Budgeted Administrative Amounts
2023

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

2024 Administrative Amounts: The total Administrative Amounts for 2024 are estimated as follows:

Table C
Budgeted Administrative Expenses
2024

Port Authority Fee (June 1, 2024)	$ 6,400.00
Port Authority Fee (December 1, 2024)	6,275.00
Reporting Agent Fee	7,500.00
Trustee Fee	2,500.00
Administrator Fee	7,500.00
Miscellaneous	5,000.00
Total	**$35,175.00**

ANNUAL REQUIRED ASSESSMENT

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

> "***Administrative Amounts***" means that portion of the Financing Payments representing fees and reasonable expenses of the Trustee, the Authority, the Administrator, and the Reporting Agent, and including the Authority Fees, the

Trustee Fees, the Administrator Fees, Reporting Agent fees, and any amounts (other than the Bond Service Charges) required to be paid under this Agreement, including, but not limited to attorneys' fees, amounts expended by the Authority or the Trustee in pursuing remedies, and amounts expended in connection with the levy, collection, and transfer of the Assigned Special Assessments.

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

2024 Annual Required Assessment:

The Annual Required Assessments to be placed on the 2023 tax duplicate (collection in 2024) are shown in the table below. The applicable Bond Service Charges and Administrative Amounts are estimated to equal $350,258.00. The amounts available to pay the applicable Bond Service Charges are estimated to equal $221,120.94, resulting in an estimated deficit of $129,137.06.

Pursuant to Assessing Ordinance, the maximum amount of special assessments approved for collection in 2024 is $230,966.81. Further, the Assessing Ordinance authorizes the collection of Special Assessments through the first half of 2039. The Bonds do not mature until June 1, 2040. Therefore, there is a one year period between the last collection of the special assessments and the maturity of the Bonds. In order to secure sufficient revenue to pay Bond Service Charges and Administrative Amounts later in subsequent years, the Administrator has determined that the entire authorized amount for collection ($230,966.81) should be collected in 2024. As a result, Special Assessments in the amount of $230,966.81 need to be assessed in 2023 for collection in 2024.

Table D
Annual Required Assessment
2023

Bond Service Charges and Administrative Amounts	
Interest on Bonds – December 1, 2023	$ 43,978.50
Principal on Bonds – December 1, 2023	50,000.00
Interest on Bonds – June 1, 2024	43,136.00
Principal on Bonds – June 1, 2024	50,000.00
Interest on Bonds – December 1, 2024	42,293.50
Principal on Bonds – December 1, 2024	50,000.00
Outstanding Administrative Expenses, 2023	35,675.00
2024 Administrative Expenses	35,175.00
Total	**$350,258.00**
Amounts Available	
Additional Amounts Received by Authority	$ 11,217.76
Series 2021B Interest Subaccount	124.71
Series 2021B Cost of Issuance and Administrative Expense Subaccount	7,683.71
Series 2021B Revenue Fund	79,897.27

Estimated Second Half 2023 Special Assessments for Deposit	112,681.46
Series 2021B PRF Account excess Above the Reserve Requirement	9,516.03
Total Annual Available Amounts	**$ 221,120.94**
Total Amounts Available – Bond Service Charges and Administrative Amounts	**$ (129,137.06)**
Additional Authorized Assessments Under the Assessing Ordinance	**$ 101,829.75**
Annual Required Assessment	**$ 230,966.81**

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

Table E
Parcels Subject to the Special Assessment

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

According to the Petition:

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

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

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

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

The amount of the Special Assessment per acre to be collected from all Net Acreage necessary to satisfy the Annual Required Assessment of $230,966.81 is approximately $14,947.08 per acre ($230,966.81 Annual Required / Assessment 15.4523 acres = $14,947.08 per acre). The City shall certify the following amounts to the Warren County Auditor pursuant to Section 2.4(b) of the Cooperative Agreement:

Table F
Special Assessments for Certification

Parcel ID	Account Number	Current Owner	Acreage	Special Assessment
11-05-128-006-1	5802155	17AC East of Senate, LLC	1.6505	$ 24,670.16
11-06-377-013-1	5802157	17AC East of Senate, LLC	9.5903	143,347.01
11-06-377-014-1	5801443	Senate Hotel LP	1.7991	26,891.30
11-05-201-001-1	5802158	17AC East of Senate, LLC	0.7410	11,075.79
11-05-201-002-1	5800676	17AC East of Senate, LLC	1.6714	24,982.55
Total			**15.4523**	$230,966.81

EXHIBIT A

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

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

Exhibit "A" E Ord No. 2019-21

EXHIBIT A

$2,685,000
WARREN COUNTY PORT AUTHORITY
DEVELOPMENT REVENUE BONDS
(OHIO COMMUNITIES ACCELERATOR FUND) SERIES 2018D
(MONROE SPECIAL ASSESSMENT PROJECT)
DATED NOVEMBER 9, 2018

Date	Principal	Interest Rate	Interest	Total Debt Service	Annual Debt Service
12/1/2018					
6/1/2019			$ 71,562.71	$ 71,562.71	
12/1/2019			63,768.75	63,768.75	$ 135,331.46
6/1/2020			63,768.75	63,768.75	
12/1/2020	$ 25,000	4.750%	63,768.75	88,768.75	152,537.50
6/1/2021	45,000	4.750%	63,175.00	108,175.00	
12/1/2021	30,000	4.750%	62,106.25	92,106.25	200,281.25
6/1/2022	45,000	4.750%	61,393.75	106,393.75	
12/1/2022	30,000	4.750%	60,325.00	90,325.00	196,718.75
6/1/2023	50,000	4.750%	59,612.50	109,612.50	
12/1/2023	30,000	4.750%	58,425.00	88,425.00	198,037.50
6/1/2024	50,000	4.750%	57,712.50	107,712.50	
12/1/2024	35,000	4.750%	56,525.00	91,525.00	199,237.50
6/1/2025	55,000	4.750%	55,693.75	110,693.75	
12/1/2025	35,000	4.750%	54,387.50	89,387.50	200,081.25
6/1/2026	55,000	4.750%	53,556.25	108,556.25	
12/1/2026	40,000	4.750%	52,250.00	92,250.00	200,806.25
6/1/2027	55,000	4.750%	51,300.00	106,300.00	
12/1/2027	40,000	4.750%	49,993.75	89,993.75	196,293.75
6/1/2028	60,000	4.750%	49,043.75	109,043.75	
12/1/2028	45,000	4.750%	47,618.75	92,618.75	201,662.50
6/1/2029	65,000	4.750%	46,550.00	111,550.00	
12/1/2029	45,000	4.750%	45,006.25	90,006.25	201,556.25
6/1/2030	65,000	4.750%	43,937.50	108,937.50	
12/1/2030	50,000	4.750%	42,393.75	92,393.75	201,331.25
6/1/2031	70,000	4.750%	41,206.25	111,206.25	
12/1/2031	55,000	4.750%	39,543.75	94,543.75	205,750.00
6/1/2032	70,000	4.750%	38,237.50	108,237.50	
12/1/2032	55,000	4.750%	36,575.00	91,575.00	199,812.50
6/1/2033	75,000	4.750%	35,268.75	110,268.75	
12/1/2033	60,000	4.750%	33,487.50	93,487.50	203,756.25
6/1/2034	80,000	4.750%	32,062.50	112,062.50	
12/1/2034	65,000	4.750%	30,162.50	95,162.50	207,225.00
6/1/2035	80,000	4.750%	28,618.75	108,618.75	
12/1/2035	70,000	4.750%	26,718.75	96,718.75	205,337.50
6/1/2036	85,000	4.750%	25,056.25	110,056.25	
12/1/2036	70,000	4.750%	23,037.50	93,037.50	203,093.75
6/1/2037	90,000	4.750%	21,375.00	111,375.00	
12/1/2037	75,000	4.750%	19,237.50	94,237.50	205,612.50
6/1/2038	95,000	4.750%	17,456.25	112,456.25	
12/1/2038	80,000	4.750%	15,200.00	95,200.00	207,656.25
6/1/2039	100,000	4.750%	13,300.00	113,300.00	
12/1/2039	85,000	4.750%	10,925.00	95,925.00	209,225.00
6/1/2040	375,000	4.750%	8,906.25	383,906.25	383,906.25
Total	$2,685,000.00		$1,830,250.21	$ 4,515,250.21	$ 4,515,250.21

EMERGENCY ORDINANCE NO. 2023-24

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

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

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

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

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

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

WHEREAS, the City has received the report of the Administrator, as defined in the Cooperative Agreement, detailing the amount of service payments in lieu of taxes and other funds to be available during 2023 and 2024 for the purpose of making debt service payments and indicating the amount by which the special assessments to be collected should be adjusted for the 2024 collection year.

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

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

SECTION 1: That the assessments of the cost and expense of the Improvements plus Administrative Expenses, which were previously certified by this Council to the Warren County Auditor's Office in the amounts as set forth in Exhibit "A" attached hereto, shall be adjusted and shall be levied and collected for collection year 2024 in the amounts set forth on Exhibit "B" attached hereto.

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

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

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

PASSED: ____________________________

ATTEST: APPROVED:

______________________________	______________________________
Clerk of Council	Mayor

18837602v2

Exhibit "A" E. Ord. No. 2023-24

Warren County Port Authority

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

Dated: August 1, 2008

Net Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I
12/01/2008	-	-	435,416.67	435,416.67
12/01/2009	305,000.00	6.875%	1,306,250.00	1,611,250.00
12/01/2010	325,000.00	6.875%	1,285,281.26	1,610,281.26
12/01/2011	350,000.00	6.875%	1,262,937.50	1,612,937.50
12/01/2012	375,000.00	6.875%	1,238,875.00	1,613,875.00
12/01/2013	400,000.00	6.875%	1,213,093.76	1,613,093.76
12/01/2014	425,000.00	6.875%	1,185,593.76	1,610,593.76
12/01/2015	455,000.00	6.875%	1,156,375.00	1,611,375.00
12/01/2016	490,000.00	6.875%	1,125,093.76	1,615,093.76
12/01/2017	520,000.00	6.875%	1,091,406.26	1,611,406.26
12/01/2018	555,000.00	6.875%	1,055,656.26	1,610,656.26
12/01/2019	595,000.00	6.875%	1,017,500.00	1,612,500.00
12/01/2020	635,000.00	6.875%	976,593.76	1,611,593.76
12/01/2021	680,000.00	6.875%	932,937.50	1,612,937.50
12/01/2022	725,000.00	6.875%	886,187.50	1,611,187.50
12/01/2023	775,000.00	6.875%	836,343.76	1,611,343.76
12/01/2024	830,000.00	6.875%	783,062.50	1,613,062.50
12/01/2025	885,000.00	6.875%	726,000.00	1,611,000.00
12/01/2026	950,000.00	6.875%	665,156.26	1,615,156.26
12/01/2027	1,015,000.00	6.875%	599,843.76	1,614,843.76
12/01/2028	1,080,000.00	6.875%	530,062.50	1,610,062.50
12/01/2029	1,155,000.00	6.875%	455,812.50	1,610,812.50
12/01/2030	1,235,000.00	6.875%	376,406.26	1,611,406.26
12/01/2031	1,320,000.00	6.875%	291,500.00	1,611,500.00
12/01/2032	1,410,000.00	6.875%	200,750.00	1,610,750.00
12/01/2033	1,510,000.00	6.875%	103,812.50	1,613,812.50
Total	$19,000,000.00	-	$21,737,948.03	$40,737,948.03

Warren County Port Authority

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

Dated: August 1, 2008

Expense Summary

DATE	Warren County Port	Argus Administrator Fee	US Bank	TOTAL
12/01/2008	31,666.67	15,615.00	2,000.00	49,281.67
12/01/2009	95,000.00	16,255.00	2,000.00	113,255.00
12/01/2010	93,475.00	16,922.00	2,000.00	112,397.00
12/01/2011	91,850.00	17,615.00	2,000.00	111,465.00
12/01/2012	90,100.00	18,338.00	2,000.00	110,438.00
12/01/2013	88,225.00	19,090.00	2,000.00	109,315.00
12/01/2014	86,225.00	19,872.00	2,000.00	108,097.00
12/01/2015	84,100.00	20,687.00	2,000.00	106,787.00
12/01/2016	81,825.00	21,535.00	2,000.00	105,360.00
12/01/2017	79,375.00	22,418.00	2,000.00	103,793.00
12/01/2018	76,775.00	23,337.00	2,000.00	102,112.00
12/01/2019	74,000.00	24,294.00	2,000.00	100,294.00
12/01/2020	71,025.00	25,290.00	2,000.00	98,315.00
12/01/2021	67,850.00	26,327.00	2,000.00	96,177.00
12/01/2022	64,450.00	27,406.00	2,000.00	93,856.00
12/01/2023	60,825.00	28,530.00	2,000.00	91,355.00
12/01/2024	56,950.00	29,700.00	2,000.00	88,650.00
12/01/2025	52,800.00	30,918.00	2,000.00	85,718.00
12/01/2026	48,375.00	32,185.00	2,000.00	82,560.00
12/01/2027	43,625.00	33,505.00	2,000.00	79,130.00
12/01/2028	38,550.00	34,878.00	2,000.00	75,428.00
12/01/2029	33,150.00	36,308.00	2,000.00	71,458.00
12/01/2030	27,375.00	37,797.00	2,000.00	67,172.00
12/01/2031	21,200.00	39,347.00	2,000.00	62,547.00
12/01/2032	14,600.00	40,960.00	2,000.00	57,560.00
12/01/2033	7,550.00	42,639.00	2,000.00	52,189.00
Total	$1,580,941.67	$701,768.00	$52,000.00	$2,334,789.67

Exhibit "B" E. Ord. No. 2023-24

Special Assessments per acre to be collected from all Net Acreage necessary to satisfy the Annual Required Assessment of $1,110,512.76 is approximately $3,074.74 per acre ($1,110,512.76 Annual Required Assessment / 361.17290 acres = $3,074.74 per acre).

Parcel ID	Account Number	Current Owner	Acreage	Special Assessment
11-05-400-021-1	5900878	Duke Energy Ohio Inc.	2.997	$ 9,214.99
11-04-200-008-1	5900896	MREIC Monroe OH LLC	22.4063	68,893.51
11-05-200-020-1	5802051	ProLogis-A5 OH III LLC	56.047	172,329.86
11-05-300-021-2	5900913	Lex PN Cincy II LLC	68.5176	210,673.69
11-05-400-035-1	5900911	Lex PN Cincy III LLC	44.5433	136,958.99
11-04-200-009-1	5900898	BCIF Park North Logistics Center LLC	51.1947	157,410.31
11-05-400-034-1	5802135	Granite (Park North 4) LLC	42.603	130,993.08
11-05-300-021-1	5802144	Lex PN Cincy II LLC	6.5564	20,159.22
11-05-400-035-2	5802143	Lex PN Cincy III LLC	10.9846	33,774.77
11-05-300-022-1	5802145	Lex PN Cincy I LLC	8.083	24,853.11
11-05-200-033-1	5802091	Granite (Park North 2) LLC	33.782	103,870.81
11-05-200-034-1	5802092	Lex PN Cincy IV LLC	13.458	41,379.83
Total			**361.1729**	$1,110,512.17

18837602v2

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

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

ANNUAL ADMINISTRATOR'S REPORT

August 7, 2023

Prepared By:

Argus Growth Consultants, Ltd.

100 South Third Street
Columbus, Ohio 43215
614.227.2300

INTRODUCTION

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

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

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

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

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

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

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

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

Argus Growth Consultants, Ltd. ("Argus") has been appointed by the Authority to carry out the duties of administrator (the "Administrator") under the Administration Agreement dated as of March 1, 2008 (the "Administration Agreement"), between the Authority, Argus and the Trustee, as the successor trustee. In its role as Administrator, Argus is required to prepare and submit to the Authority and the Trustee an annual report (the "Report") identifying all payments expected to be made in the upcoming fiscal year (January 1 through December 31), detailing the sources of revenue for such payments, and calculating the Annual Required Assessments (as defined herein) to be levied by the City for collection in the upcoming fiscal year. The Report, which includes all required information for both 2023 and 2024, is divided into three sections including: (1) Sources of Funds, (2) Uses of Funds, and (3) Annual Requirement Assessments. Any questions regarding this Report should be directed to:

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

SOURCES OF FUNDS

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

Service Payments

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

2023 Service Payments: According to the City, Service Payments in the amount of $96,960.21 (net of County Auditor fees) were collected in the first half settlement of 2023. For the first half settlement of 2023, the School District compensation payment was $43,632.09. The remaining amount ($53,328.12) was transferred to the Trustee pursuant to the Series 2018F Trust Indenture. The Trustee deposited the Service Payments in the Series 2018F Revenue Account of the Revenue Fund.

The second half settlement of 2023 has not yet occurred. It is estimated that Service Payments of $100,058.76 (net of County Auditor fees) will be collected, and a compensation payment of $45,026.44will be made to the School District, in the second half settlement of 2023. Consequently, an additional $55,032.32 will be deposited in the Series 2018F Revenue Account of the Revenue Fund in 2023.

2024 Service Payments: Pursuant to the financing documents for the Series 2018F Bonds, Annual Projected Service Payments means the amount of Service Payments estimated by the Administrator (assuming that existing levies will expire as scheduled, unless a renewal or replacement levy has been approved by the electorate of the applicable taxing jurisdiction, and assuming further that the properties from which Service Payments will be derived will be valued at the assessed value of the properties most recently estimated or determined, if no more recent estimates exist, by the Warren County Auditor) to be received by the City.

By the first day of October of the year prior to taxes being collected, the Warren County Auditor must prepare the final tax list, which assigns the true value of the parcels within the TIF district. The estimated true value of the taxable property in the TIF district as of January 1, 2023 has not yet been set by the County Auditor. Therefore, for purposes of estimating the Annual Projected Service Payments to be collected in 2024, we are assuming that the true value for the incremental value of properties in the TIF district in tax year 2023 remain at the values set in tax year 2022 ($9,674,930.00).

It is estimated that Service Payments to be collected in 2024 will be $199,040.98 as follows, with Table A-1 showing estimated Service Payments for Warren County Tax District 58 and Table A-2 showing estimated Service Payments for Warren County Tax District 59:

Table A-1
Estimated Service Payments
to be Collected in 2023 (Tax District 58)

Market Value	$4,389,950.00
Assessed Value (35% of Market Value)	$1,536,582.50
Commercial/Industrial Effective Millage Rate	58.599138
Service Payment to be Collected (Full Year)	**$90,036.55**

Table A-2
Estimated Service Payments
to be Collected in 2023 (Tax District 59)

Market Value	$5,284,980.00
Assessed Value (35% of Market Value)	$1,849,743.00
Commercial/Industrial Effective Millage Rate	58.929500
Service Payment to be Collected (Full Year)	**$109,004.43**

After deduction of estimated County Auditor fees ($2,037.04) and the 45% compensation payment to the School District ($88,651.77), **$108,352.17** will remain available for Debt Service Charges on the Bonds and Administrative Expenses.

Special Assessments

Pursuant to a petition filed by the Original Developer with the City (the "Petition"), annual Special Assessments have been levied on all property within the Development Site for a period of twenty-seven (27) years in amounts sufficient to pay Debt Service Charges and Administrative Expenses (as hereinafter defined) in the succeeding fiscal year. Based on calculations prepared by the Administrator, the Special Assessments may be reduced or abated to the extent that Service Payments and other revenues cover all or a portion of the Series 2018F Debt Service Charges and Series 2018F Administrative Expenses for the succeeding fiscal year (the "Annual Required Assessments"). Under the Cooperative Agreement, the Series 2018F Trust Indenture, and the Series 2022B Trust Indenture, the Special Assessments are transferred to the Trustee, and the Trustee is to deposit the Special Assessments into the Series 2018F Revenue Account of the Revenue Fund and the Series 2022B Revenue Account of the Revenue Fund, as appropriate.

2022 Special Assessment: The Administrator calculated that the Annual Required Assessments to be placed on the 2021 tax duplicate for collection in 2022 was $874,993.52. Special Assessments in the amount of $874,993.49 were collected in 2022. This amount was transferred to the Trustee pursuant to the Series 2018F Trust Agreement. The Trustee deposited the Special Assessments received for the first half of 2022 and the second half of 2022 in the Series 2018F Revenue Account of the Revenue Fund. The deposit from the second half of 2022 is shown in Table A-3 below.

2023 Special Assessment: The Administrator calculated that the Annual Required Assessments to be placed on the 2022 tax duplicate for collection in 2023 were $1,124,762.58. According to the City, Special Assessments in the amount of $554,461.90 were collected in the first half settlement of 2023. This amount was deposited in Series 2018F Revenue Subaccount of the Revenue Fund, which is shown on Table A-1, in accordance with the Series 2018F Trust Indenture.

The second half settlement has not yet occurred. It is estimated based on the County Auditor's collection data and the total amount of Special Assessments levied for collection in 2023 that **$576,003.70** of Special Assessments will be collected in the second half of 2023.

Revenue Fund

Series 2018F Revenue Account

The Series 2018F Revenue Account was created under the Series 2018F Trust Agreement as part of the issuance of the Series 2018F Bonds. On June 30, 2022, the balance of the Series 2018F Revenue Account was $315,469.34. As of July 31, 2023, $1,096,218.69 was deposited into the Series 2018F Revenue Account. In addition, the Series 2018F Revenue Account accrued $2,978.39 in interest between June 30, 2022, and July 31, 2023. From the amounts available in the Series 2018F Revenue Account, $889,415.03 was transferred to the Series 2018F Interest Subaccount, $122,618.75 was transferred to the Series 2022B Revenue Account, and $81, 953.98 was transferred to the Series 2018F Administrative Expense Subaccount. Therefore, the balance in the Series 2018F Revenue Account as of July 31, 2023, was **$320,678.39**.

Table A-3
Series 2018F Revenue Account
(As July 31, 2023)

Balance as of June 30, 2022	$ 315,469.34
Second Half 2022 Settlement (Service Payments)	54,562.26
Second Half 2022 Settlement (Special Assessments)	433,866.41
First Half 2023 Settlement (Service Payments)	53,328.12
First Half 2022 Settlement (Special Assessments)	554,461.90
Transfer to Series 2018F Interest Subacct.	(889,415.03)
Transfer to Series 2022B Revenue Account	(122,618.75)
Transfer to Admin. Exp. Account	(81,953.98)
Investment Earnings	2,978.39
Balance as of July 31, 2023	$ 320,678.39

Series 2022B Revenue Account

The Series 2022B Revenue Account was created under the Series 2022B Trust Agreement as part of the issuance of the Series 2022B Bonds. The Series 2022B Revenue Account was created on September 14, 2022, with an initial balance of $0.00. As of July 31, 2023, $122,618.75 was deposited into the Series 2022B Revenue Account. In addition, the Series 2022B Revenue Account accrued $378.58 in interest between September 14, 2022, and July 31, 2023. From the amounts available in the Series 2022B Revenue Account, $114,481.06 was transferred to the Series 2022B Interest

Subaccount. Therefore, the balance in the Series 2022B Interest Subaccount as of July 31, 2023, was **$8,516.27**.

Table A-4
Series 2022B Revenue Account
(As July 31, 2023)

Balance as of September 14, 2022	$ 0.00
Transfer from Series 2018F Revenue Account	122,618.75
Transfer to Series 2022B Interest Subacct.	(114,481.06)
Investment Earnings	378.58
Balance as of July 31, 2023	$ 8,516.27

Bond Fund

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

Series 2018F Interest Subaccount

The Series 2018F Interest Subaccount was created under the Series 2018F Trust Agreement as part of the issuance of the Series 2018F Bonds. On June 30, 2022, the balance of the Series 2018F Interest Subaccount was $21,792.57. As of July 31, 2023, $889,415.03 was transferred into the Series 2018F Interest Subaccount. In addition, the Series 2018F Interest Subaccount accrued $920.55 in interest between June 30, 2022, and July 31, 2023. From the amounts available in the Series 2018F Interest Subaccount, $356,900.00 was used to pay interest on the Series 2018F Bonds, and $555,000.00 was used to pay Principal on the Series 2018F Bonds. Therefore, the balance in the Series 2018F Interest Subaccount as of July 31, 2023, was **$228.15**.

Table A-5
Series 2018F Interest Subaccount Activity
(As July 31, 2023)

Beginning Balance (as of June 30, 2022)	$ 21,792.57
Transfer from the Series 2018F Revenue Account	889,415.03
Payment of Interest on the Bonds	(356,900.00)
Payment of Principal on the Bonds	(555,000.00)
Investment Earnings	920.55
Balance as of July 31, 2023	$ 228.15

Series 2018F Principal Subaccount

The Series 2018F Principal Subaccount was created under the Series 2018F Trust Agreement as part of the issuance of the Series 2018F Bonds. On June 30, 2022, the balance of the Series 2018F Principal Subaccount was $8.56. As of July 31, 2023, there were no transfers into the Series 2018F Principal Subaccount, but the Series 2018F Principal Subaccount accrued $0.14 in interest between

June 30, 2022, and July 31, 2023. No amounts were transferred out of the Series 2018F Principal Subaccount. Therefore, the balance in the Series 2018F Principal Subaccount as of July 31, 2023, was **$8.70**.

Table A-6
Series 2018F Principal Subaccount Activity
(As July 31, 2023)

Beginning Balance (as of June 30, 2022)	$8.56
Investment Earnings	0.14
Balance as of July 31, 2023	$8.70

Series 2022B Interest Subaccount

The Series 2022B Interest Subaccount was created under the Series 2022B Trust Agreement as part of the issuance of the Series 2022B Bonds. The Series 2022B Interest Subaccount was created on September 14, 2022, with an initial balance of $0.00. As of July 31, 2023, $139,429.24 was transferred into the Series 2022B Interest Subaccount. In addition, the Series 2022B Interest Subaccount accrued $103.39 in interest between September 14, 2022 and July 31, 2023. From the amounts available in the Series 2022B Interest Subaccount, $74,431.84 was used to pay interest on the Series 2022B Bonds, and $65,000.00 was used to pay Principal on the Series 2022B Bonds. Therefore, the balance in the Series 2022B Interest Subaccount as of July 31, 2023, was **$100.79**.

Table A-7
Series 2022B Interest Subaccount Activity
(As July 31, 2023)

Beginning Balance (as of September 14, 2022)	$ 0.00
Transfer from the Series 2022B Cap. I. Account	24,948.18
Transfer from the Series 2022B Revenue Fund	114,481.06
Payment of Interest on the Bonds	(74,431.84)
Payment of Principal on the Bonds	(65,000.00)
Investment Earnings	103.39
Balance as of July 31, 2023	$ 100.79

Series 2022B Principal Subaccount

The Series 2022B Principal Subaccount was created under the Series 2022B Trust Agreement as part of the issuance of the Series 2022B Bonds. From the creation of the Series 2022B Principal Subaccount on September 14, 2022, through July 31, 2023, there have neem no transfers to or from the Series 2022B Principal Subaccount.

Reserve Fund

Series 2018F Bonds Reserve Requirement

The Series 2018F PRF Account in of the Primary Reserve Fund was created with the issuance of the Series 2018F Bonds and funded in the amount of $1,074,000.00 with the issuance of the Series 2018F Bonds. Following the initial deposit, the reserve requirement is equal to the ten percent (10%)

of the sale proceeds of the Series 2018F Bonds (the "Series 2018F Reserve Requirement"), which for the Series 2018F Bonds is $1,074,000.00. The amount of the Series 2018F Reserve Requirement in the Series 2018F PRF Account is pledged to the payment of Series 2018F Debt Service Charges. Pursuant to the Series 2018F Trust Indenture, investment earnings on the Series 2018F PRF Account are retained in the Series 2018F PRF Account. After December 2nd but prior to December 31st of each year, the amount on deposit in the Series 2018F PRF Account that exceeds the Series 2018F Reserve Requirement is to be transferred to the Series 2018F Interest Subaccount or, if the amount already on deposit in the Series 2018F Interest Subaccount exceeds the amount of interest which will be due and payable on the Series 2018F Bonds in the next succeeding June 1st, to the Series 2018F Principal Subaccount.

2022 and 2023 Balance of the Series 2018F PRF Account in the Primary Reserve Fund

As of July 31, 2023, the Series 2018F PRF Account contains $1,101,126.04, which exceeds the Series 2018F Reserve Requirement by $27,126.04.

Series 2022B Bonds Reserve Requirement

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

2022 and 2023 Balance of the Series 2022B PRF Account in the Primary Reserve Fund

As of July 31, 2023, the Series 2022B PRF Account contains $222,189.10, which exceeds the Series 2022B Reserve Requirement by $2,689.10.

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USES OF FUNDS

Debt Service Charges

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

2022 Debt Service Charges: Debt Service Charges in 2022 included an interest payment for the Series 2018F Bonds of $184,000.00 due on June 1, an interest payment for the Series 2018F Bonds of $184,000.00 due on December 1, a principal payment for the Series 2018F Bonds of $555,000.00 due on December 1, and an interest payment for the Series 2022B Bonds of $22,300.59 due on December 1, 2022. The interest payments for the Series 2018F Bonds due on June 1, 2022 ($184,000.00) and on December 1, 2022 ($184,000.00) were paid from available monies in the Series 2018F Interest Subaccount. The principal payment for the Series 2018F Bonds due on December 1, 2022 ($555,000.00) was paid from available monies in the Series 2018F Interest Subaccount. The interest payment for the Series 2022B Bonds due on December 1, 2022 ($22,300.59) was paid from available monies in the Series 2022B Interest Subaccount.

2023 Debt Service Charges: Debt Service Charges in 2023 include interest payments for the Series 2018F Bonds of $172,900.00 due on June 1 and December 1, a principal payment for the Series 2018F Bonds of $580,000.00 due on December 1, interest payments for the Series 2022B Bonds of $52,131.25 due on June 1 and $50,587.50 due on December 1, and principal payments for the Series 2022B Bonds of $65,000.00 due on June 1 and $60,000.00 due on December 1. The interest payment for the Series 2018F Bonds due on June 1, 2023 ($172,900.00) was paid from available monies in the Series 2018F Interest Subaccount, and the Series 2018F Debt Service Charges due on December 1 will be paid from available monies as provided in the Series 2018F Trust Indenture. The interest payment for the Series 2022B Bonds due on June 1, 2023 ($52,131.25) and the principal payment for the Series 2022B Bonds due on June 1, 2023 ($65,000.00) were paid from available monies in the Series 2022B Interest Subaccount, and the Series 2022B Debt Service Charges due on December 1 will be paid with available monies as provided in the Series 2018F Trust Indenture.

2024 Debt Service Charges: Debt Service Charges in 2024 include interest payments for the Series 2018F Bonds of $161,300.00 due on both June 1 and on December 1, and a principal payment of $600,000.00 due on December 1. Series 2018F Debt Service Charges in 2024 will be paid from available monies as provided in the Series 2018F Trust Indenture. Further, Debt Service Charges in 2023 include interest payments for the Series 2022B Bonds of $49,162.50 due on June 1 and of $47,618.75 due on December 1, and principal payments of $65,000.00 due on June 1 and of $60,000.00 due on December 1. Series 2022B Debt Service Charges in 2024 will be paid from available monies as provided in the Series 2022B Trust Indenture.

Administrative Amounts

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

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

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

2022 Administrative Expenses: Pursuant to the issuance of the Series 2018F Bonds and the 2021 Annual Administrator's Report, Series 2018F Administrative Amounts for 2022 were estimated at $82,000.00. Table B-1 below compares estimated Series 2018F Administrative Amounts to actual Series 2018F Administrative Amounts applicable to bond year 2022.

Table B-1
Series 2018F Administrative Amounts
Bond Year 2022 Activity
(As of July 31, 2023)

	Estimated	Amount Paid	Date Paid	Outstanding
Port Authority Fee (2022)	$50,000.00	$50,000.00	12/19/2022	$0.00
Disclosure Fee	10,000.00	10,000.00	4/6/2022	0.00
Trustee Fee	2,000.00	2,000.00	12/31/2021	0.00
Administrator Fee	15,000.00	15,000.00	12/19/2022	0.00
Miscellaneous	5,000.00	---	---	---
Total	**$82,000.00**	**$77,000.00**		

Pursuant to the issuance of the Series 2022B Bonds, the Series 2022B Administrative Amounts for 2022 were estimated at $9,847.43. Table B-2 below compares the estimated Series 2022B Administrative Amounts to the actual Series 2022B Administrative Amounts applicable to bond year 2022.

Table B-2
Series 2022B Administrative Amounts
Bond Year 2022 Activity
(As of July 31, 2023)

	Estimated	Amount Paid	Date Paid	Outstanding
Port Authority Fee (2022)	$2,347.43	$2,347.43	12/19/2022	$0.00
Disclosure Fee	5,000.00	5,000.00	9/14/2022	0.00
Trustee Fee	2,500.00	2,500.00	9/14/2022	0.00

Total	**$9,847.43**	**$9,847.43**

2023 Administrative Amounts: Pursuant to the 2022 Administrator's Report and the issuance of the Series 2018F Bonds, Series 2018F Administrative Amounts for 2022 were estimated at $82,000. Table B-3 below compares estimated Series 2018F Administrative Amounts to actual Series 2018F Administrative Amounts applicable to bond year 2023.

Table B-3
Series 2018F Administrative Amounts
Bond Year 2023 Activity
(As of July 31, 2023)

	Estimated	Amount Paid	Date Paid	Outstanding
Port Authority Fee (2023)	$50,000.00	$ 0.00		$50,000.00
Disclosure Fee	10,000.00	0.00		10,000.00
Trustee Fee	2,000.00	2,000.00	12/31/2022	0.00
Administrator Fee	15,000.00	0.00		15,000.00
Miscellaneous	5,000.00	0.00		5,000.00
Total	**$82,000.00**	**$2,000.00**		**$80,000.00**

Pursuant to the 2022 Administrator's Report and the issuance of the Series 2022B Bonds, Series 2022B Administrative Amounts for 2023 were estimated at $18,312.50. Table B-3 below compares estimated Series 2018F Administrative Amounts to actual Series 2018F Administrative Amounts applicable to bond year 2023.

Table B-4
Series 2018F Administrative Amounts
Bond Year 2022 Activity
(As of June 30, 2022)

	Estimated	Amount Paid	Date Paid	Outstanding
Port Authority Fee (2023)	$10,812.50	$ 0.00		$10,812.50
Disclosure Fee	5,000.00	5,000.00	3/14/2023	0.00
Trustee Fee	2,500.00	0.00		2,500.00
Total	**$18,312.50**	**$5,000.00**		**$13,312.50**

2024 Administrative Amounts: The total Administrative Amounts for 2024 are estimated as follows:

Table B-5
Budgeted Administrative Amounts
Bond Year 2024

Series 2018F Administrative Amounts	
Port Authority Fee (2024)	$50,000.00
Disclosure Fee	10,000.00
Trustee Fee	2,000.00

Administrator Fee		15,000.00
Miscellaneous		5,000.00
	Subtotal	**$82,000.00**
Series 2022B Administrative Amounts		
Port Authority Fee (2023)		**$10,187.50**
Disclosure Fee		**5,000.00**
Trustee Fee		**2,500.00**
	Subtotal	**$17,687.50**
	Total	**$99,687.50**

ANNUAL REQUIRED ASSESSMENTS

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

> **"*Annual Bond Payments*"** mean, during any Bond Year, the principal of and interest and any premium on the Obligations and all related charges, including replenishment of any depleted reserve funds or reimbursement (including interest) for draws on a Credit Support Instrument in the Reserve Fund used to pay Debt Service Charges, Trustee fees, Administrative Amounts, the Authority Annual Fee, and other fees and annual servicing costs required to be paid during the Bond Year.
>
> ***"Annual Available Amounts*"** means the aggregate amounts estimated by the Administrator on an Annual Calculation Date to be available to pay the Annual Bond Payments in that and the next succeeding Bond Year, without reducing the amount in the Reserve Fund below the Reserve Requirement, which amount shall be equal to the sum of:
>
> (i) The value of amounts held in the Bond Fund, the Revenue Fund, the Administrative Expense Fund, the Surplus Fund, and the Capitalized Interest Account on the Annual Calculation Date; plus
>
> (ii) Annual Projected Service Payments, as estimated by the Administrator; plus
>
> (iii) The amount of any Special Assessment Collections due to be received by the City (or the Authority or the Trustee on behalf of the City) and to be transferred to and deposited with the Trustee from the Annual Calculation Date through December 31st of the same calendar year; plus
>
> (iv) If the Reserve Fund is in a form other than a Credit Support Instrument, the amounts estimated by the Administrator to be received by the Trustee as investment earnings on amounts in the Reserve Fund from the Annual Calculation Date through January 31st of the next succeeding Bond Year, provided that any amounts estimated to be received shall only be counted to the extent the total amount on deposit in the Reserve Fund is and is anticipated to remain equal to or greater than the Reserve Requirement, plus any excess expected to be available

in the Reserve Fund as a result of any reduction in the Reserve Requirement; plus

(v) The amount of any other revenues other than those mentioned in (i) through (iv) above to the extent that the Authority notifies the Administrator that the Authority reasonably expects that such revenues will be available to pay Annual Bond Payments during the next succeeding Bond Year.

2023 Annual Required Assessments:

The Annual Required Assessments to be placed on the 2023 tax duplicate (collection in 2024) are shown in the table below. The Annual Bond Payments for the Series 2018F Bonds are estimated to equal $1,837,500.00, and the Annual Bond Payments for the Series 2022B Bonds are estimated to equal $363,368.75. The Annual Available Amounts for the Series 2018F Bonds are estimated to equal $1,081,739.52, resulting in an estimated deficit relating to the Series 2018F Bonds of $755,760.48. The Annual Available Amounts for the Series 2022B Bonds are estimated to equal $8,617.06, resulting in an estimated deficit relating to the Series 2022B Bonds of $354,751.69. As a result, Special Assessments in the amount of $1,110,512.17 need to be assessed in 2023 for collection in 2024.

Table C-1
Annual Required Assessments
2023 (Collection in 2024)

(A)	***Annual Bond Payments (Series 2018F Bonds)***	
	Interest on the Bonds—December 1, 2023	$ 172,900.00
	Principal on Bonds – December 1, 2023	580,000.00
	Interest on Bonds – June 1, 2024	161,300.00
	Interest on Bonds – December 1, 2024	161,300.00
	Principal on Bonds – December 1, 2024	600,000.00
	Outstanding Administrative Expenses, 2023	80,000.00
	2024 Administrative Expenses	82,000.00
	Total Annual Bond Payments (Series 2018F Bonds)	**$1,837,500.00**
(B)	***Annual Available Amounts (Series 2018F Bonds)***	
	Series 2018F Interest Subaccount	$ 228.15
	Series 2018F Principal Subaccount	8.70
	Series 2018F Revenue Account	320,678.66
	Series 2018F Administrative Expense Fund	12.81
	Balance of Service Payments to be Collected in 2023	55,032.32
	Balance of Special Assessments to be Collected in 2023	570,300.68
	Annual Projected Service Payments (2024)	108,352.17
	Reserve Fund investment earnings through July 31, 2023	27,126.04
	Total Annual Available Amounts (Series 2018F Bonds)	**$ 755,760.48**

(B minus A)	**Total Annual Available Amounts – Total Annual Bond Payments**	**$ (755,760.48)**
(C)	**Annual Required Assessments for the Series 2018F Bonds**	**$ 755,760.48**
(D)	***Annual Bond Payments (Series 2022B Bonds)***	
	Interest on the Bonds—December 1, 2023	$ 50,587.50
	Principal on the Bonds—December 1, 2023	60,000.00
	Interest on Bonds – June 1, 2024	49,162.50
	Principal on the Bonds—June 1, 2024	65,000.00
	Interest on Bonds – December 1, 2024	47,618.75
	Principal on Bonds – December 1, 2024	60,000.00
	Outstanding Administrative Expenses, 2023	13,312.50
	2024 Administrative Expenses	17,687.50
	Total Annual Bond Payments (Series 2022B Bonds)	**$ 363,368.75**
(E)	***Annual Available Amounts (Series 2022B Bonds)***	
	Series 2022B Revenue Account	$ 8,516.27
	Series 2022B Interest Subaccount	100.79
	Total Annual Available Amounts (Series 2018F Bonds)	**$ 8,617.06**
(E minus D)	**Total Annual Available Amounts – Total Annual Bond Payments**	**$ (354,751.69)**
(F)	**Annual Required Assessments for the Series 2022B Bonds**	**$ 354,751.69**
(C plus F)	**Total Annual Required Assessments**	**$ 1,110,512.17**

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

Table C-2
Parcels Subject to the Special Assessment

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

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According to the Special Assessment Petition:

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

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

Where the terms have the following meanings:

A = The Special Assessment levied upon a newly subdivided parcel
B = The Net Acreage of the subdivided parcel
C = The Special Assessment of the parcel prior to its subdivision
D = The Net Acreage of all of the parcels resulting from the subdivision of the parcel.

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

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

The minimum Special Assessment per acre to be collected from all Net Acreage necessary to satisfy the Annual Required Assessment of $1,110,512.76 is approximately $3,074.74 per acre ($1,110,512.76 Annual Required Assessment / 361.17290 acres = $3,074.74 per acre). The City shall certify the following amounts to the Warren County Auditor pursuant to Section 4.2(e) of the Cooperative Agreement:

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Table C-3
Special Assessments for Certification

Parcel ID	Account Number	Current Owner	Acreage	Special Assessment
11-05-400-021-1	5900878	Duke Energy Ohio Inc.	2.997	$ 9,214.99
11-04-200-008-1	5900896	MREIC Monroe OH LLC	22.4063	68,893.51
11-05-200-020-1	5802051	ProLogis-A5 OH III LLC	56.047	172,329.86
11-05-300-021-2	5900913	Lex PN Cincy II LLC	68.5176	210,673.69
11-05-400-035-1	5900911	Lex PN Cincy III LLC	44.5433	136,958.99
11-04-200-009-1	5900898	BCIF Park North Logistics Center LLC	51.1947	157,410.31
11-05-400-034-1	5802135	Granite (Park North 4) LLC	42.603	130,993.08
11-05-300-021-1	5802144	Lex PN Cincy II LLC	6.5564	20,159.22
11-05-400-035-2	5802143	Lex PN Cincy III LLC	10.9846	33,774.77
11-05-300-022-1	5802145	Lex PN Cincy I LLC	8.083	24,853.11
11-05-200-033-1	5802091	Granite (Park North 2) LLC	33.782	103,870.81
11-05-200-034-1	5802092	Lex PN Cincy IV LLC	13.458	41,379.83
Total			**361.1729**	$1,110,512.17

EXHIBIT A

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

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

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

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

Corridor 75 Park Project
Special Assessment Projections

GATEWAY INDUSTRIAL INFRASTRUCTURE

Collection Year	Principal	Interest	Total Debt Service	Port Fee	Trustee Fee	Administrator Fees	Contingency	Total Expenses	Transfers from Capitalized Interest Account	Transfers from Reserve Account	Net Special Assessment
2008*	–	$134,851.46	$134,851.46	$9,223.11	$533.33	$4,133.33	$0.00	$13,889.78	$134,851.46	$5,556.37	$8,333.41
2009	–	724,575.00	724,575.00	50,000.00	2,000.00	15,500.00	5,000.00	72,500.00	724,575.00	29,995.20	42,504.80
2010	–	724,575.00	724,575.00	50,000.00	2,000.00	16,135.50	5,000.00	73,135.50	724,575.00	29,995.20	43,140.30
2011	–	724,575.00	724,575.00	50,000.00	2,000.00	16,797.06	5,000.00	73,797.06	–	29,995.20	768,376.86
2012	–	724,575.00	724,575.00	50,000.00	2,000.00	17,485.73	5,000.00	74,485.73	–	29,995.20	769,065.53
2013	–	724,575.00	724,575.00	50,000.00	2,000.00	18,202.65	5,000.00	75,202.65	–	29,995.20	769,782.45
2014	–	724,575.00	724,575.00	50,000.00	2,000.00	18,948.96	5,000.00	75,948.96	–	29,995.20	770,528.76
2015	–	724,575.00	724,575.00	50,000.00	2,000.00	19,725.87	5,000.00	76,725.87	–	29,995.20	771,305.67
2016	–	724,575.00	724,575.00	50,000.00	2,000.00	20,534.63	5,000.00	77,534.63	–	29,995.20	772,114.43
2017	–	724,575.00	724,575.00	50,000.00	2,000.00	21,376.55	5,000.00	78,376.55	–	29,995.20	772,956.35
2018	320,000.00	724,575.00	1,044,575.00	50,000.00	2,000.00	22,252.98	5,000.00	79,252.98	–	29,995.20	1,093,832.78
2019	345,000.00	702,175.00	1,047,175.00	48,400.00	2,000.00	23,165.36	5,000.00	78,565.36	–	29,995.20	1,095,745.16
2020	370,000.00	678,025.00	1,048,025.00	46,675.00	2,000.00	24,115.14	5,000.00	77,790.14	–	29,995.20	1,095,819.94
2021	395,000.00	652,125.00	1,047,125.00	44,825.00	2,000.00	25,103.86	5,000.00	76,928.86	–	29,995.20	1,094,058.66
2022	425,000.00	624,475.00	1,049,475.00	42,850.00	2,000.00	26,133.12	5,000.00	75,983.12	–	29,995.20	1,095,462.92
2023	455,000.00	594,725.00	1,049,725.00	40,725.00	2,000.00	27,204.57	5,000.00	74,929.57	–	29,995.20	1,094,659.37
2024	485,000.00	562,875.00	1,047,875.00	38,450.00	2,000.00	28,319.96	5,000.00	73,769.96	–	29,995.20	1,091,649.76
2025	515,000.00	528,925.00	1,043,925.00	36,025.00	2,000.00	29,481.08	5,000.00	72,506.08	–	29,995.20	1,086,435.88
2026	550,000.00	492,875.00	1,042,875.00	33,450.00	2,000.00	30,689.80	5,000.00	71,139.80	–	29,995.20	1,084,019.60
2027	590,000.00	454,375.00	1,044,375.00	30,700.00	2,000.00	31,948.08	5,000.00	69,648.08	–	29,995.20	1,084,027.88
2028	635,000.00	413,075.00	1,048,075.00	27,750.00	2,000.00	33,257.96	5,000.00	68,007.96	–	29,995.20	1,086,087.76
2029	680,000.00	368,625.00	1,048,625.00	24,575.00	2,000.00	34,621.53	5,000.00	66,194.53	–	29,995.20	1,084,826.33
2030	730,000.00	317,625.00	1,047,625.00	21,175.00	2,000.00	36,041.02	5,000.00	64,216.02	–	29,995.20	1,081,845.82
2031	785,000.00	262,875.00	1,047,875.00	17,525.00	2,000.00	37,518.70	5,000.00	62,043.70	–	29,995.20	1,079,923.50
2032	840,000.00	204,000.00	1,044,000.00	13,600.00	2,000.00	39,056.96	5,000.00	59,656.96	–	29,995.20	1,073,661.76
2033	905,000.00	141,000.00	1,046,000.00	9,400.00	2,000.00	40,658.30	5,000.00	57,058.30	–	29,995.20	1,073,063.10
2034	975,000.00	73,125.00	1,048,125.00	4,875.00	2,000.00	42,325.29	5,000.00	54,200.29	–	1,029,835.37	72,489.92
Total	$10,000,000.00	$14,451,501.46	$24,451,501.46	$990,223.11	$52,533.33	$790,733.97	$130,000.00	$1,873,490.42		$1,785,271.74	$22,955,718.68

Total Special Assessment for Collection in 2009*: $50,838.21

* Pre-bond expenses for 2008 to be collected in the 2009 collection year.

ORDINANCE NO. 2023-25

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $3,200,000 OF REAL ESTATE ACQUISITION GENERAL OBLIGATION BOND ANTICIPATION NOTES, BY THE CITY OF MONROE, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS.

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

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

SECTION 1. That it is hereby declared necessary to issue bonds of the City of Monroe, Counties of Butler and Warren, Ohio, in the principal amount of not to exceed $3,200,000 bearing interest estimated at seven per centum (7%) per annum and maturing over a period of not more than thirty (30) years, for the purpose of acquiring real property to construct a public works building.

SECTION 2. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed $3,200,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall bear interest at the rate not to exceed seven percent (7%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be $100,000 or any integral multiple of $5,000 in excess of $100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in the certificate of award ("Certificate of Award"), which is hereby authorized and which shall be executed by the City Manager or the Finance Director without further action by this Council.

SECTION 4. That the Notes shall be executed by the City Manager and the Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated "Real Estate Acquisition General Obligation Limited Tax Bond Anticipation Notes, Series 2023," and shall be payable at the office of the Finance Director or such bank or trust company as is designated by the Finance Director or City Manager and the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

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

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

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

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

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

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

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

These Notes are hereby designated "tax-exempt obligations" for the purposes set forth in Section 265(b)(3) of the Code. The City does not anticipate issuing more than $10,000,000 of "qualified tax-exempt obligations" during the calendar year of original issue.

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

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

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

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

federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the same extent that interest on the notes is so excluded.
In addition, the City acknowledges that the Treasurer of State will establish an "After Maturity Interest Rate," as generally provided for as part of the Program and as specifically provided for within the Standby Purchase Agreement.

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

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

SECTION 13. That the firm of Dinsmore & Shohl LLP, is hereby engaged as the City's "bond counsel" and that the City Manager is hereby authorized and directed to execute and deliver the engagement letter in the form on file with the City.

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

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

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

SECTION 17. This measure 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:_____________________

Schedule Of Events

City of Monroe, Ohio
Land Acquisition Bond Anticipation Notes, Series 2023

Pricing:	11/15/2023
Dated:	11/29/2023
Maturity:	11/27/2024

Version: September 12, 2023

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

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

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

Holidays: Sept 4, Oct 9, Nov 10 & 23

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

Date	Description	Responsibility
September 18	Legal Documents sent to the City	DS
September 18 - 28	Gather Documents for OMAP Application	CM & BPA
September 19	Request OMAC Report	BPA
September 26	City Council Meeting - 1st Reading	CM
September 29	Submit OMAP Application to State Treasurer	BPA
October 10	City Council Meeting - 2nd Reading	CM
October 20	Receive Treasurer Of State OMAP Approval	BPA
November 3	Receive S&P OMAP Approval (S&P Release Rating)	BPA
week of November 5	Due Diligence Call	All
November 8	Send Documents to Investors	UW
November 9	Legislation Effective	CM
November 14	Pre-Pricing Call (afternoon)	All
November 15	Price Notes - Sign Note Purchase Agreement	UW & CM
November 15 - 29	Closing Documents Prepared & Distributed	DS
November 29	Close Bonds (Wire Proceeds)	ALL

ORDINANCE NO. 2023-26

AN ORDINANCE AUTHORIZING THE PURCHASE OF TEMPORARY AND PERMANENT RIGHT-OF-WAY FOR THE TODHUNTER ROAD CULVERT REPLACEMENT PROJECT FROM THOMAS J. LIPINSKI AND TERI L. LIPINSKI.

WHERES, the purchase of the within described right-of-way will allow the roadway to be widened making it safety without requiring guardrails.

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

SECTION 1: Council hereby authorizes the purchase of temporary and permanent right-of-way for the Todhunter Road Culvert Replacement Project from Thomas J. Lipinski and Teri L. Lipinski in the amount of $31,000 as set forth on Exhibit “1 attached hereto and made a part hereof.

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

PASSED:_______________________

ATTEST: APPROVED:

____________________________ ____________________________

Clerk of Council Mayor

First Reading:_____________________

Exhibit "1" Ord No. 2023-26

LPA RE 807
Rev. 10/2017

TE
LPA

TEMPORARY EASEMENT

Thomas J. Lipinski and Teri L. Lipinski, Husband and Wife, the Grantor(s), in consideration of the sum of $283.00, to be paid by the City of Monroe, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 4-T

CITY OF MONROE-TODHUNTER ROAD

SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. C1800005000090
Prior Instrument Reference: Bk. 8709 Pg. 907, Bk.8709 Pg. 909, Bk. 8709 Pg. 911, Butler County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Thomas J. Lipinski And Teri L. Lipinski, Husband and Wife have hereunto set their hands on the 15 day of Sept, 2023.

Thomas J. Lipinski, Husband

Teri L. Lipinski, Wife

STATE OF OHIO, COUNTY OF BUTLER ss:

BE IT REMEMBERED, that on the 15th day of September, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Thomas J. Lipinski And Teri L. Lipinski who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Thomas J. Lipinski And Teri L. Lipinski with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARIAL SEAL STATE OF OHIO

James B Jones
NOTARY PUBLIC
My Commission expires: 6/27/24

This document was prepared by: City of Monroe, Ohio

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. 03/28/2023

PID C1800005000090

PARCEL C1800005000090-T1
TODHUNTER ROAD - SECTION 18 - TOWN 3 - RANGE 3
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT ROADWAY IMPROVEMENTS FOR 18 MONTHS FROM DATE OF ENTRY BY THE CITY OF MONROE, BUTLER COUNTY, OHIO

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 18, Town 3, Range 3, located in the original Ohio subdivision "Between the Miamis", and being part of a 19.178 acre tract conveyed to Thomas J. & Teri L. Lipinski in **O.R. Volume 8709, Pg. 907** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the northwest corner of said tract, said point being on the centerline of Todhunter Road and also on the north line of Section 18; thence leaving said centerline and along the west line of said tract S 6°08'33" W a distance of 40.00 feet to a point on the proposed south right of way line for Todhunter Road, said being also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence leaving said west line and along said proposed right of way line **S 84°36'46" E** a distance of **142.78 feet** to a point;
2. Thence leaving said proposed right of way line **S 5°23'14" W** a distance of **10.00 feet** to a point;
3. Thence along a line bearing **N 84°36'46" W** a distance of **142.91 feet** to a point on the west line of said tract;
4. Thence along said west line **N 6°08'33" E** a distance of **10.00 feet** to a point; and returning to the POINT OF BEGINNING.

Containing 1,428.45 square feet (**0.0328 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID C1800005000090 by the Butler County Auditor and is more commonly known as 461 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

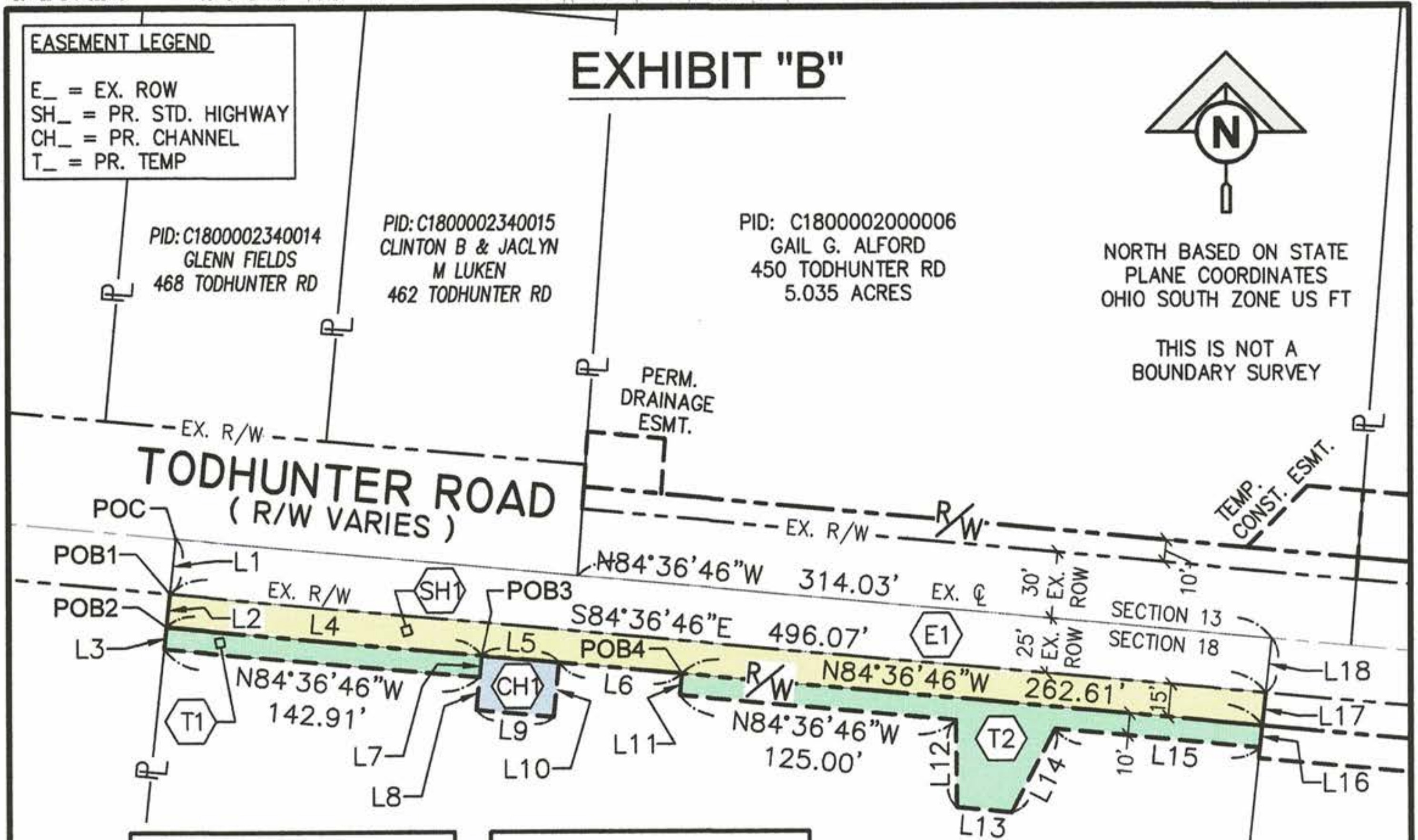
Samuel J. Lewis

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.29 09:36:15-04'00'

EXHIBIT "B"



LINE TABLE

Line #	Length	Direction
L1	25.00'	S06°08'33"W
L2	15.00'	N06°08'33"E
L3	10.00'	N06°08'33"E
L4	142.78'	N84°36'46"W
L5	35.00'	N84°36'46"W
L6	55.66'	N84°36'46"W
L7	10.00'	N05°23'14"E
L8	15.00'	N05°23'14"E
L9	35.00'	N84°36'46"W
L10	25.00'	S05°23'14"W

LINE TABLE

Line #	Length	Direction
L11	10.00'	N05°23'14"E
L12	39.64'	N00°19'07"W
L13	25.00'	N84°21'48"W
L14	42.67'	S27°25'42"W
L15	92.52'	N84°36'46"W
L16	10.00'	S06°13'08"W
L17	15.00'	S06°13'08"W
L18	25.00'	N06°13'08"E

PARCEL AREAS

PARCEL ID	AREA (SF)	AREA (AC)
C1800005000090-CH1	875.00	0.0201
C1800005000090-E1	12,402.15	0.2847
C1800005000090-SH1	7,440.89	0.1708
C1800005000090-T1	1,428.45	0.0328
C1800005000090-T2	4,007.10	0.0920

DATE: 3/28/2023 SCALE: 1"=80'

PROPOSED EASEMENTS
PID: C1800005000090
THOMAS J. & TERI L. LIPINSKI

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal:
STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED PROFESSIONAL SURVEYOR

Samuel J. Lewis

JWCI
Jones Warner Consultants, Inc.
www.joneswarner.com
Voice: (855) 704-5924
Fax: (937) 704-9949
jwci@joneswarner.com

EXHIBIT "B"

LPA RX 887 T

Rev. 07/09

Ver. 03/28/2023

PID C1800005000090

EXHIBIT A

PARCEL C1800005000090-T2
TODHUNTER ROAD - SECTION 18 - TOWN 3 - RANGE 3
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT ROADWAY IMPROVEMENTS FOR 18 MONTHS FROM DATE OF ENTRY BY THE CITY OF MONROE, BUTLER COUNTY, OHIO

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 18, Town 3, Range 3, located in the original Ohio subdivision "Between the Miamis", and being part of a 19.178 acre tract conveyed to Thomas J. & Teri L. Lipinski in **O.R. Volume 8709, Pg. 907** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the northwest corner of said tract, said point being on the centerline of Todhunter Road and also on the north line of Section 18; thence leaving said centerline and along the west line of said tract S 6°08'33" W a distance of 40.00 feet to a point on the proposed south right of way line for Todhunter Road; thence leaving said west line and along said proposed right of way line S 84°36'46" E a distance of 233.44 feet to a point, said being also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence continuing along said proposed right of way line **S 84°36'46" E** a distance of **262.61 feet** to a point on the east line of said tract;
2. Thence leaving said proposed right of way line and along said east line **S 6°13'08" W** a distance of **15.00 feet** to a point;
3. Thence leaving said east line **N 84°36'46" W** a distance of **92.52 feet** to a point;
4. Thence along a line bearing **S 27°25'42" W** a distance of **42.67 feet** to a point;
5. Thence along a line bearing **N 84°21'48" W** a distance of **25.00 feet** to a point;
6. Thence along a line bearing **N 0°19'07" W** a distance of **39.64 feet** to a point;
7. Thence along a line bearing **N 84°36'46" W** a distance of **125.00 feet** to a point;
8. Thence along a line bearing **N 5°23'14" E** a distance of **10.00 feet** to a point and returning to the POINT OF BEGINNING.

Containing 4007.10 square feet (**0.0920 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

EXHIBIT A

LPA RX 887 T

Rev. 07/09

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID C1800005000090 by the Butler County Auditor and is more commonly known as 461 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

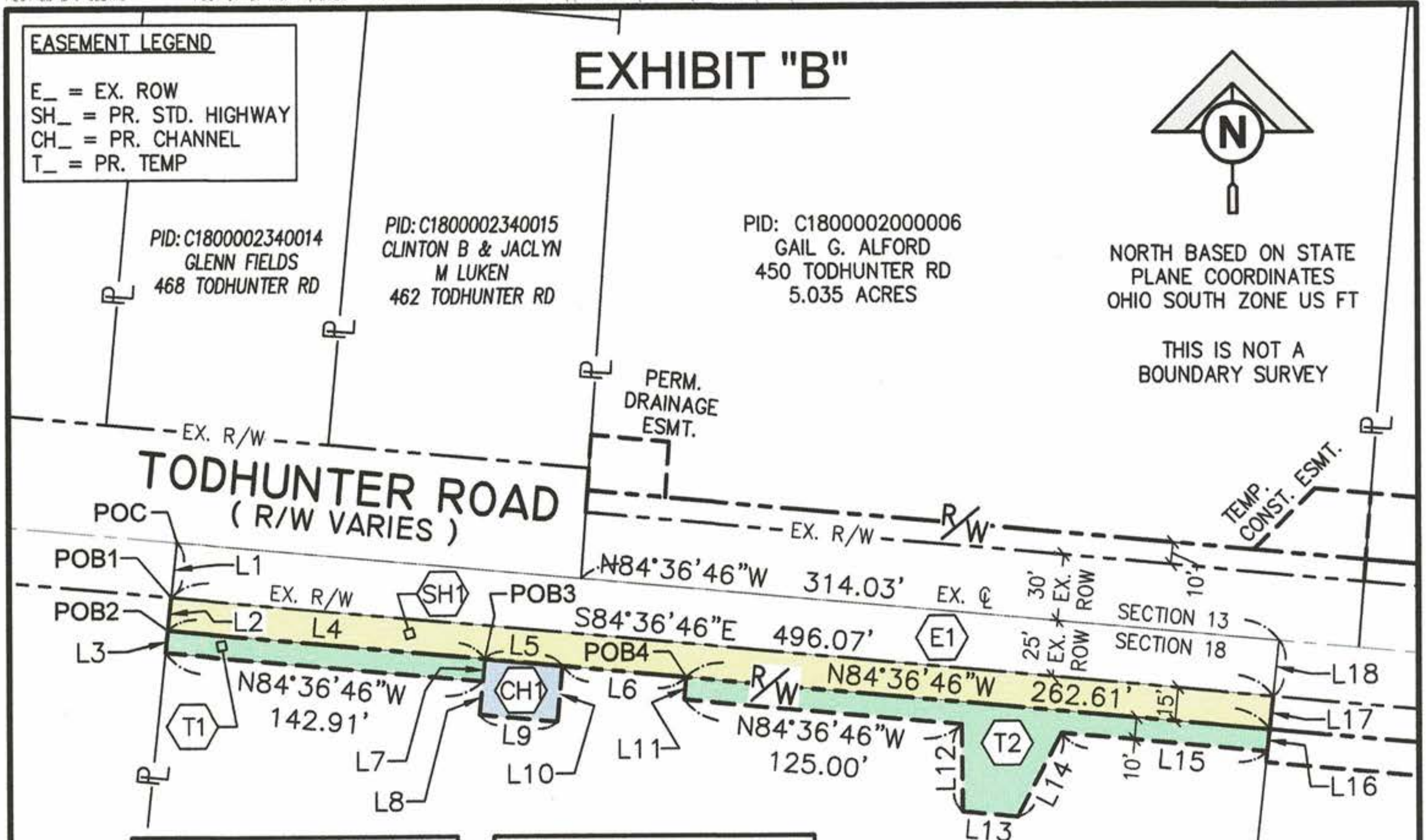
JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.29 09:36:45-04'00'

EXHIBIT "B"



LINE TABLE

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L5	35.00'	N84°36'46"W
L6	55.66'	N84°36'46"W
L7	10.00'	N05°23'14"E
L8	15.00'	N05°23'14"E
L9	35.00'	N84°36'46"W
L10	25.00'	S05°23'14"W

LINE TABLE

Line #	Length	Direction
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L13	25.00'	N84°21'48"W
L14	42.67'	S27°25'42"W
L15	92.52'	N84°36'46"W
L16	10.00'	S06°13'08"W
L17	15.00'	S06°13'08"W
L18	25.00'	N06°13'08"E

PARCEL AREAS

PARCEL ID	AREA (SF)	AREA (AC)
C1800005000090-CH1	875.00	0.0201
C1800005000090-E1	12,402.15	0.2847
C1800005000090-SH1	7,440.89	0.1708
C1800005000090-T1	1,428.45	0.0328
C1800005000090-T2	4,007.10	0.0920

DATE: 3/28/2023 SCALE: 1"=80'

PROPOSED EASEMENTS
PID: C1800005000090
THOMAS J. & TERI L. LIPINSKI

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal:
STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

JWCI
Jones Warner Consultants, Inc.
www.joneswarner.com
Voice: (855) 704-5924
Fax: (937) 704-9949
jwci@joneswarner.com

EXHIBIT "B"

LPA RE 804
Rev. 04/2021

E
LPA

EASEMENT

Thomas J. Lipinski and Teri L. Lipinski, Husband and Wife, the Grantor(s), in consideration of the sum of $18,402.00, to be paid by the City of Monroe, Ohio, the Grantee, do convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 4-CH, SH

CITY OF MONROE - TODHUNTER ROAD

SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. C1800005000090
Prior Instrument Reference: Bk. 8709 Pg. 907, Bk.8709 Pg. 909, Bk. 8709 Pg. 911, Butler County Recorder's Office.

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Thomas J. Lipinski And Teri L. Lipinski, Husband and Wife have hereunto set their hands on the 8th day of Sept, 2023.

Thomas J. Lipinski, Husband

Teri L. Lipinski, Wife

STATE OF OHIO, COUNTY OF BUTLER. SS:

BE IT REMEMBERED, that on the 8th day of Sept, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Thomas J. Lipinski And Teri L. Lipinski who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Thomas J. Lipinski And Teri L. Lipinski with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC STATE OF OHIO

GENIA BUCHANAN
Notary Public
State of Ohio
My Comm. Expires
May 30, 2027

Genia L Buchanan
NOTARY PUBLIC
My Commission expires: 5/30/27.

This document was prepared by: City of Monroe, Ohio

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

Ver. 03/28/2023

PID C1800005000090

PARCEL C1800005000090-SH1
TODHUNTER ROAD - SECTION 18 - TOWN 3 - RANGE 3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MONROE, BUTLER COUNTY, OHIO

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Monroe, Butler County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 18, Town 3, Range 3, located in the original Ohio subdivision "Between the Miamis", and being part of a 19.178 acre tract conveyed to Thomas J. & Teri L. Lipinski in **O.R. Volume 8709, Pg. 907** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the northwest corner of said tract, said point being on the centerline of Todhunter Road and also on the north line of Section 18; thence leaving said centerline and along the west line of said tract S 6°08'33" W a distance of 25.00 feet to a point on the original south right of way line for Todhunter Road, said being also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence leaving said west line and along said original right of way line **S 84°36'46" E** a distance of **496.07 feet** to a point on the east line of said tract;
2. Thence leaving said original right of way line and along said east line **S 6°13'08" W** a distance of **15.00 feet** to a point on the proposed south right of way line for Todhunter Road;
3. Thence leaving said east line and along said proposed right of way line **N 84°36'46" W** a distance of **496.05 feet** to a point on the west line of said tract;

EXHIBIT A

4. Thence leaving said proposed right of way line and along said west line **N 6°08'33" E** a distance of **15.00 feet** to a point and returning to the POINT OF BEGINNING.

Containing 7,440.89 square feet (**0.1708 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID C1800005000090 by the Butler County Auditor and is more commonly known as 461 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

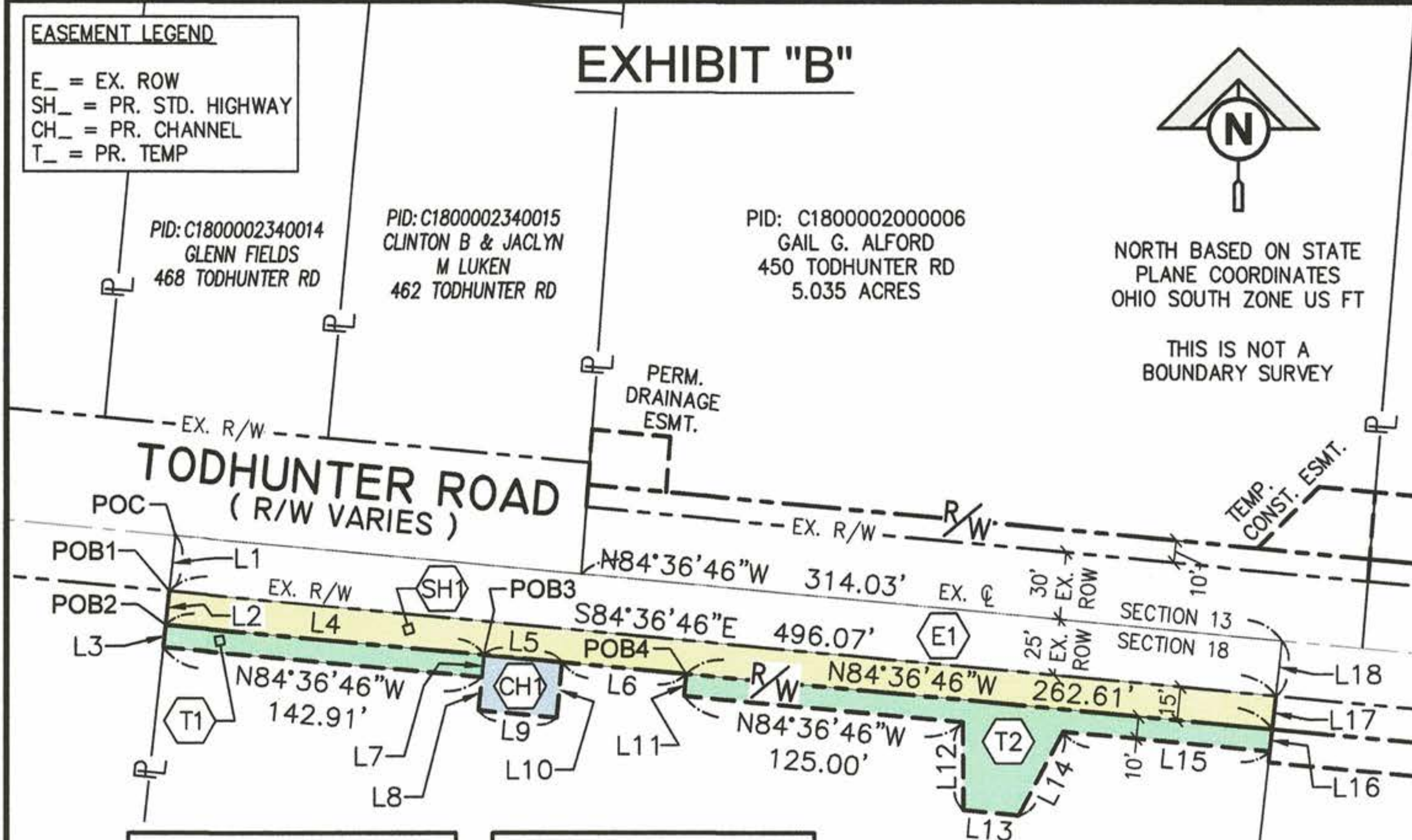
JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.28 18:01:09-04'00'

EXHIBIT "B"



LINE TABLE

Line #	Length	Direction
L1	25.00'	S06°08'33"W
L2	15.00'	N06°08'33"E
L3	10.00'	N06°08'33"E
L4	142.78'	N84°36'46"W
L5	35.00'	N84°36'46"W
L6	55.66'	N84°36'46"W
L7	10.00'	N05°23'14"E
L8	15.00'	N05°23'14"E
L9	35.00'	N84°36'46"W
L10	25.00'	S05°23'14"W

LINE TABLE

Line #	Length	Direction
L11	10.00'	N05°23'14"E
L12	39.64'	N00°19'07"W
L13	25.00'	N84°21'48"W
L14	42.67'	S27°25'42"W
L15	92.52'	N84°36'46"W
L16	10.00'	S06°13'08"W
L17	15.00'	S06°13'08"W
L18	25.00'	N06°13'08"E

PARCEL AREAS

PARCEL ID	AREA (SF)	AREA (AC)
C1800005000090-CH1	875.00	0.0201
C1800005000090-E1	12,402.15	0.2847
C1800005000090-SH1	7,440.89	0.1708
C1800005000090-T1	1,428.45	0.0328
C1800005000090-T2	4,007.10	0.0920

DATE: 3/28/2023 SCALE: 1"=80'

PROPOSED EASEMENTS
PID: C1800005000090
THOMAS J. & TERI L. LIPINSKI

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal:
STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

JWCI
Jones Warner Consultants, Inc.
www.joneswarner.com
Voice: (855) 704-5924
Fax: (937) 704-9949
jwci@joneswarner.com

EXHIBIT "B"

EXHIBIT A

LPA RX 879 CH

Ver. 03/28/2023

PID C1800005000090

PARCEL C1800005000090-CH1
TODHUNTER ROAD - SECTION 18 - TOWN 3 - RANGE 3
PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A CHANNEL IN THE NAME AND FOR THE USE OF THE CITY OF MONROE, BUTLER COUNTY, OHIO

A perpetual easement for the construction and maintenance of a perpetual watercourse, ditch, channel or other drainage facility upon the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 18, Town 3, Range 3, located in the original Ohio subdivision "Between the Miamis", and being part of a 19.178 acre tract conveyed to Thomas J. & Teri L. Lipinski in **O.R. Volume 8709, Pg. 907** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the northwest corner of said tract, said point being on the centerline of Todhunter Road and also on the north line of Section 18; thence leaving said centerline and along the west line of said tract S 6°08'33" W a distance of 40.00 feet to a point on the proposed south right of way line for Todhunter Road; thence leaving said west line and along said proposed right of way S 84°36'46" E a distance of 142.78 feet to a point, said being also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence continuing along said proposed right of way **S 84°36'46" E** a distance of **35.00 feet** to a point;
2. Thence leaving said proposed right of way line **S 5°23'14" W** a distance of **25.00 feet** to a point;
3. Thence along a line bearing **N 84°36'46" W** a distance of **35.00 feet** to a point;
4. Thence along a line bearing **N 5°23'14" E** a distance of **25.00 feet** to a point and returning to the POINT OF BEGINNING.

EXHIBIT A

LPA RX 879 CH

Containing 875.00 square feet (**0.0201 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID C1800005000090 by the Butler County Auditor and is more commonly known as 461 Todhunter Road.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

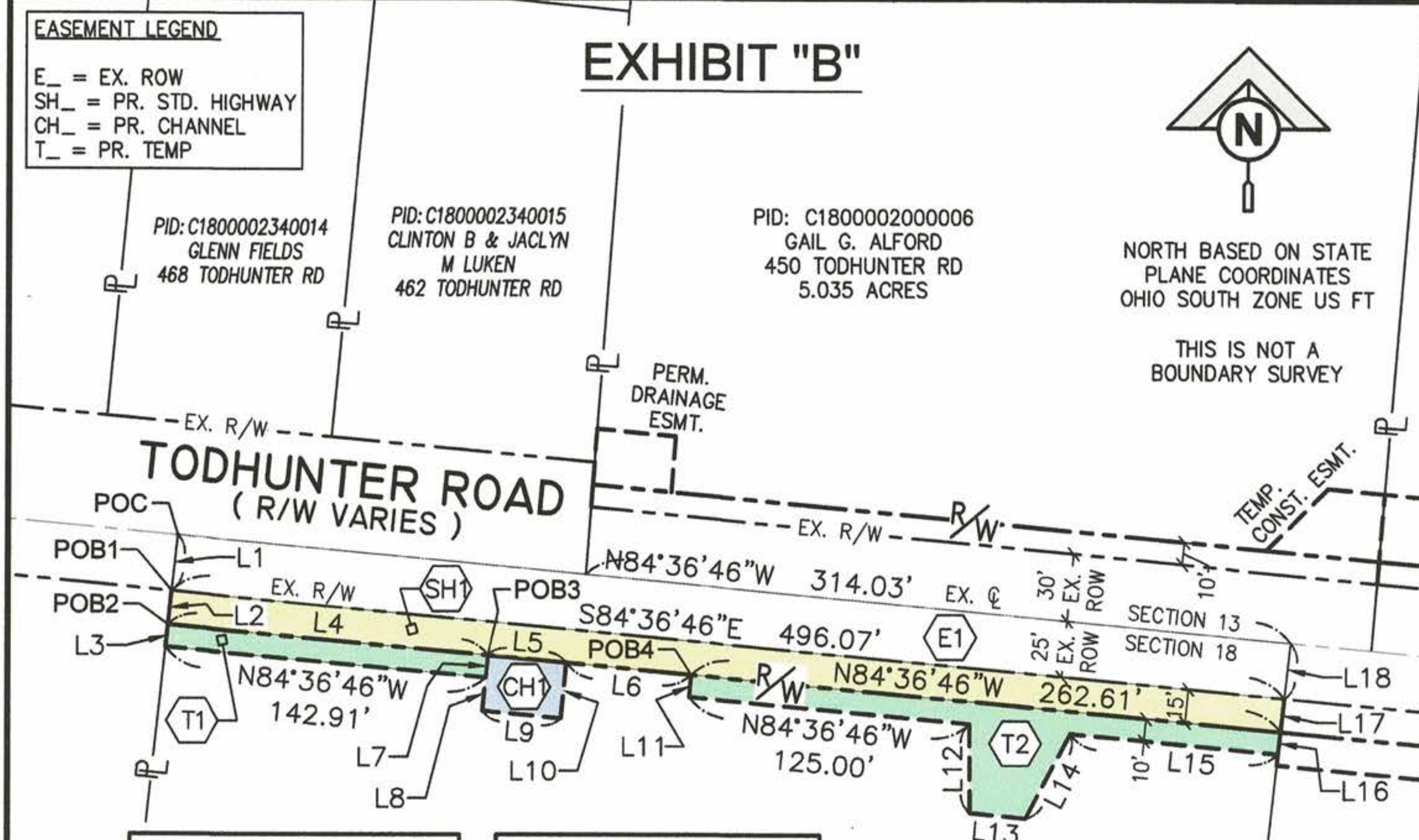
JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.28 18:01:49-04'00'

EXHIBIT "B"



LINE TABLE		
Line #	Length	Direction
L1	25.00'	S06°08'33"W
L2	15.00'	N06°08'33"E
L3	10.00'	N06°08'33"E
L4	142.78'	N84°36'46"W
L5	35.00'	N84°36'46"W
L6	55.66'	N84°36'46"W
L7	10.00'	N05°23'14"E
L8	15.00'	N05°23'14"E
L9	35.00'	N84°36'46"W
L10	25.00'	S05°23'14"W

LINE TABLE		
Line #	Length	Direction
L11	10.00'	N05°23'14"E
L12	39.64'	N00°19'07"W
L13	25.00'	N84°21'48"W
L14	42.67'	S27°25'42"W
L15	92.52'	N84°36'46"W
L16	10.00'	S06°13'08"W
L17	15.00'	S06°13'08"W
L18	25.00'	N06°13'08"E

PARCEL AREAS		
PARCEL ID	AREA (SF)	AREA (AC)
C1800005000090-CH1	875.00	0.0201
C1800005000090-E1	12,402.15	0.2847
C1800005000090-SH1	7,440.89	0.1708
C1800005000090-T1	1,428.45	0.0328
C1800005000090-T2	4,007.10	0.0920

DATE: 3/28/2023 SCALE: 1"=80'

PROPOSED EASEMENTS
PID: C1800005000090
THOMAS J. & TERI L. LIPINSKI

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal:
STATE OF OHIO
SAMUEL J.
LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

JWCI
Jones Warner Consultants, Inc.
www.joneswarner.com
Voice: (855) 704-5924
Fax: (937) 704-9949
jwci@joneswarner.com

EXHIBIT "B"

TEMPORARY EASEMENT

Thomas J. Lipinski and Teri L. Lipinski, Husband and Wife, the Grantor(s), in consideration of the sum of $327.00, to be paid by the City of Monroe, Ohio, the Grantee, do grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 5-T

CITY OF MONROE-TODHUNTER ROAD

SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. C1800005000033
Prior Instrument Reference: Bk. 8709 Pg. 907, Bk.8709 Pg. 909, Bk. 8709 Pg. 911, Butler County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Thomas J. Lipinski And Teri L. Lipinski, Husband and Wife have hereunto set their hands on the 15 day of Sept , 2023.

Thomas J. Lipinski, Husband

Teri L. Lipinski, Wife

STATE OF OHIO, COUNTY OF BUTLER ss:

BE IT REMEMBERED, that on the 15 day of September, 2023 before me the subscriber, a Notary Public in and for said state and county, personally came the above named Thomas J. Lipinski And Teri L. Lipinski who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Thomas J. Lipinski And Teri L. Lipinski with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC James B Jones
My Commission expires: 6/29/29

This document was prepared by: City of Monroe, Ohio

EXHIBIT A

LPA RX 887 T

Rev. 07/09

Ver. 03/28/2023

PID C1800005000033

PARCEL C1800005000033-T1
TODHUNTER ROAD - SECTION 18 - TOWN 3 - RANGE 3
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT ROADWAY IMPROVEMENTS FOR 18 MONTHS FROM DATE OF ENTRY BY THE CITY OF MONROE, BUTLER COUNTY, OHIO

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 18, Town 3, Range 3, located in the original Ohio subdivision "Between the Miamis", and being part of a 7.188 acre tract conveyed to Thomas J. & Teri L. Lipinski in **O.R. Volume 8709, Pg. 907** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the northwest corner of said tract, said point being on the centerline of Todhunter Road and the north line of Section 18; thence leaving said centerline and along the west line of said tract S 6°13'08" W a distance of 40.00 feet to a point on the proposed south right of way line previously described for Todhunter Road, said point also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence leaving said west line and along said proposed right of way line **S 84°36'46" E** a distance of **300.00 feet** to a point;
2. Thence leaving said proposed right of way line **S 6°13'08" W** a distance of **15.00 feet** to a point;
3. Thence along a line bearing **N 84°36'46" W** a distance of **300.00 feet** to a point on the west line of said tract;
4. Thence along said west line **N 6°13'08" E** a distance of **15.00 feet** to a point and returning to the POINT OF BEGINNING.

Containing 4,500 square feet (**0.1033 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

EXHIBIT A

LPA RX 887 T

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID number C1800005000033 by the Butler County Auditor and is currently vacant land.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

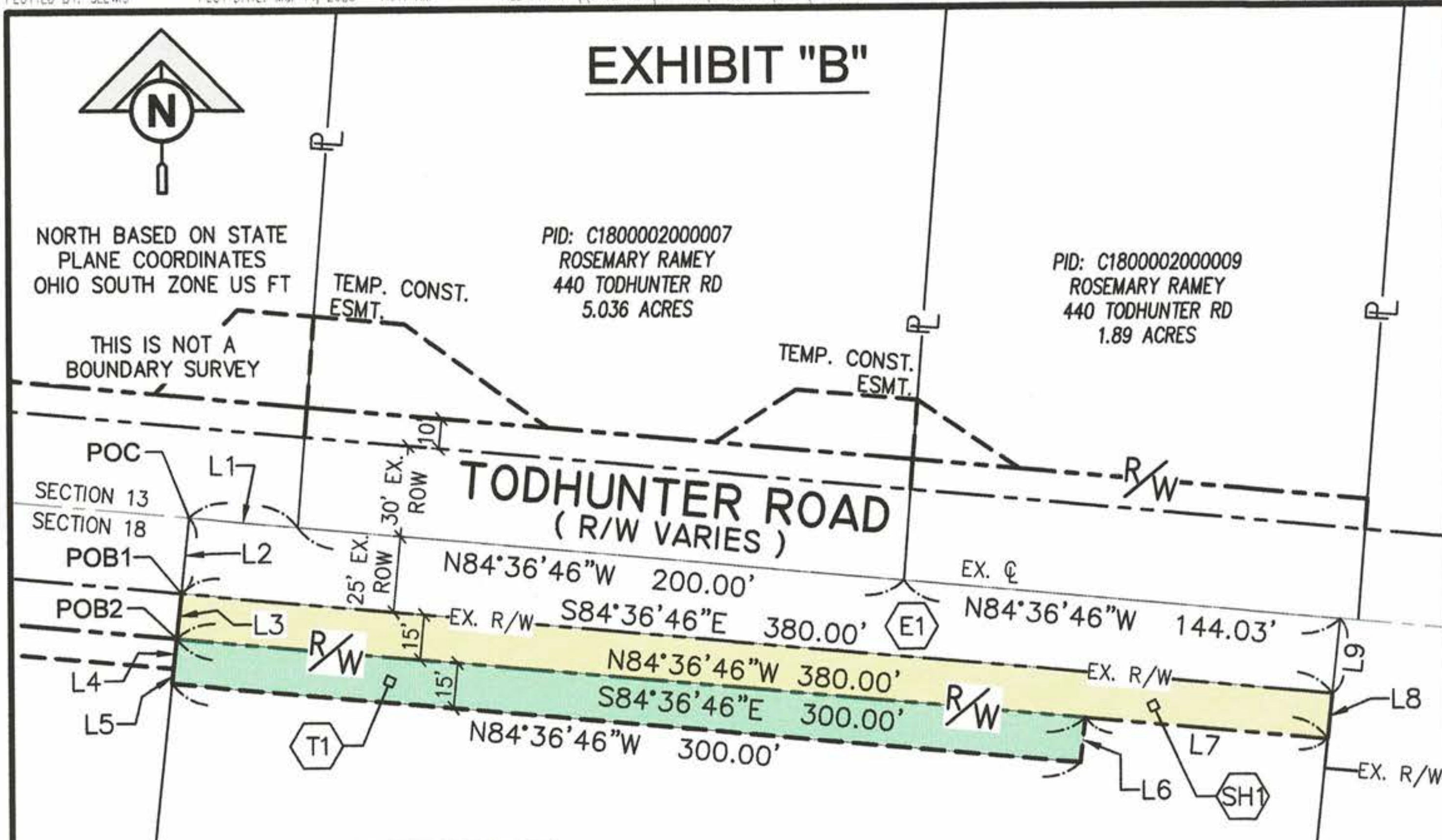
JONES WARNER CONSULTANTS, INC.

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.29 09:37:14-04'00'

EXHIBIT "B"



LINE TABLE		
Line #	Length	Direction
L1	35.97'	N84°36'46"W
L2	25.00'	S06°13'08"W
L3	15.00'	N06°13'08"E
L4	10.00'	N06°13'08"E
L5	5.00'	N06°13'08"E
L6	15.00'	S06°13'08"W
L7	80.00'	N84°36'46"W
L8	15.00'	S06°13'08"W
L9	25.00'	S06°13'08"W

PID: C1800005000033
THOMAS J & TERI L LIPINSKI
TODHUNTER RD
7.188 ACRES

EASEMENT LEGEND

E_ = EX. ROW
SH_ = PR. STD. HIGHWAY
CH_ = PR. CHANNEL
T_ = PR. TEMP

PARCEL AREAS		
PARCEL ID	AREA (SF)	AREA (AC)
C1800005000033-E1	9,500.00	0.2181
C1800005000033-SH1	5,700.00	0.1309
C1800005000033-T1	4,500.00	0.1033

DATE: 3/28/2023 SCALE: 1"=60'

PROPOSED EASEMENTS
PID: C1800005000033
THOMAS J. & TERI L. LIPINSKI

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal: STATE OF OHIO ★ SAMUEL J. LEWIS S-8471 ★ REGISTERED PROFESSIONAL SURVEYOR

Samuel J. Lewis

JWCI
Jones Warner Consultants, Inc.
www.joneswarner.com
Voice: (855) 704-5924
Fax: (937) 704-9949
jwci@joneswarner.com

EXHIBIT "B"

EASEMENT

Thomas J. Lipinski and Teri L. Lipinski, Husband and Wife, the Grantor(s), in consideration of the sum of $11,988.00, to be paid by the City of Monroe, Ohio, the Grantee, do convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 5-SH

CITY OF MONROE - TODHUNTER ROAD

SEE EXHIBIT A ATTACHED

Butler County Current Tax Parcel No. C1800005000033
Prior Instrument Reference: Bk. 8709 Pg. 907, Bk.8709 Pg. 909, Bk. 8709 Pg. 911, Butler County Recorder's Office.

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

IN WITNESS WHEREOF Thomas J. Lipinski And Teri L. Lipinski, Husband and Wife have hereunto set their hands on the 8th day of Sept, 2023

Thomas J. Lipinski, Husband

Teri L. Lipinski, Wife

STATE OF OHIO, COUNTY OF BUTLER. SS:

BE IT REMEMBERED, that on the 8th day of Sept, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Thomas J. Lipinski And Teri L. Lipinski who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to Thomas J. Lipinski And Teri L. Lipinski with regard to the notarial act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC STATE OF OHIO

GENIA BUCHANAN
Notary Public
State of Ohio
My Comm. Expires
May 30, 2027

Genia L. Buchanan
NOTARY PUBLIC
My Commission expires: 5/30/27

This document was prepared by: City of Monroe, Ohio

EXHIBIT A

LPA RX 871 SH

Rev. 06/09

Ver. 03/28/2023

PID C1800005000033

PARCEL C1800005000033-SH1
TODHUNTER ROAD - SECTION 18 - TOWN 3 - RANGE 3
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF MONROE, BUTLER COUNTY, OHIO

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Monroe, Butler County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

SITUATE in the State of Ohio, County of Butler, City of Monroe, Section 18, Town 3, Range 3, located in the original Ohio subdivision "Between the Miamis", and being part of a 7.188 acre tract conveyed to Thomas J. & Teri L. Lipinski in **O.R. Volume 8709, Pg. 907** of the Official Records of Butler County, Ohio, being more particularly described as follows:

COMMENCE at the northwest corner of said tract, said point being on the centerline of Todhunter Road and the north line of Section 18; thence leaving said centerline and along the west line of said tract S 6°13'08" W a distance of 25.00 feet to a point on the original south right of way line for Todhunter Road, said being also being the TRUE POINT OF BEGINNING of the herein described easement:

1. Thence leaving said west line and along said original right of way line **S 84°36'46" E** a distance of **380.00 feet** to a point on the east line of said tract;
2. Thence leaving said original right of way line and along said east line **S 6°13'08" W** a distance of **15.00 feet** to a point on the proposed south right of way line for Todhunter Road;
3. Thence leaving said east line and along said proposed right of way line **N 84°36'46" W** a distance of **380.00 feet** to a point on the west line of said tract;

EXHIBIT A

4. Thence leaving said proposed right of way line and along said west line **N 6°13'08" E** a distance of **15.00 feet** to a point and returning to the POINT OF BEGINNING.

Containing 5,700 square feet (**0.1309 acres**), more or less, and being subject to all easements, conditions, restrictions and legal highways of record pertaining to the parent tract.

The above description is the result of a survey completed in December 2021 under the supervision of Samuel J. Lewis of JWCI Jones Warner Consultants, Incorporated, Ohio Registered Surveyor No. S-8471.

This description being the same boundary as graphically depicted on the attached Exhibit "B".

The parent tract is currently identified as Parcel ID number C1800005000033 by the Butler County Auditor and is currently vacant land.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone, NAD83 (ft).

JONES WARNER CONSULTANTS, INC.

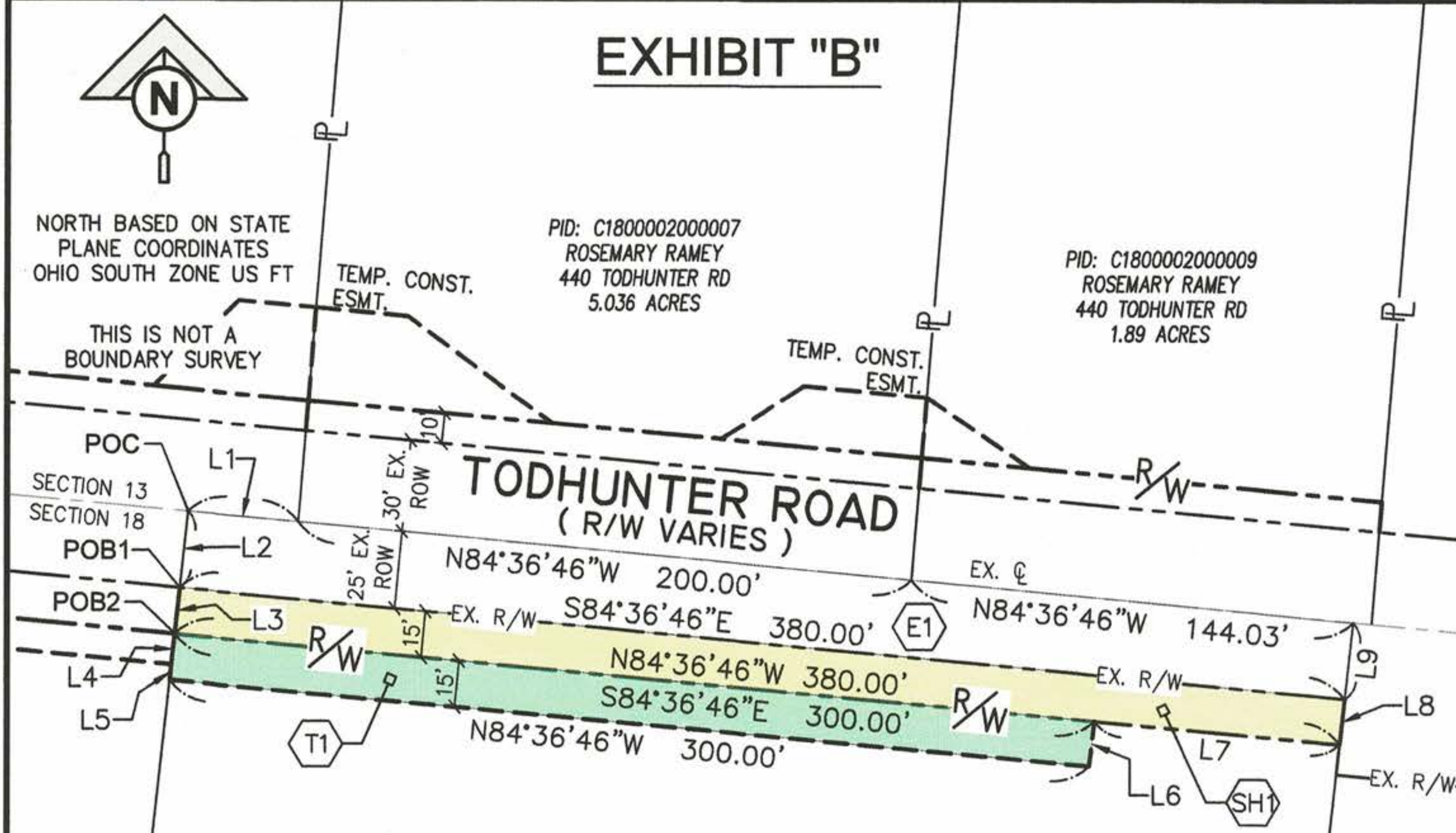
Samuel J. Lewis

Samuel J. Lewis, P.E., P.S.
Ohio Registered Land Surveyor No. 8471

STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED
PROFESSIONAL SURVEYOR

Digitally signed by Samuel J. Lewis, P.E., P.S., LEED GA
Location: Franklin, OH
Reason: I am the author of this document
Contact Info: (937) 704-9868
Date: 2023.03.28 17:54:29-04'00'

EXHIBIT "B"



LINE TABLE		
Line #	Length	Direction
L1	35.97'	N84°36'46"W
L2	25.00'	S06°13'08"W
L3	15.00'	N06°13'08"E
L4	10.00'	N06°13'08"E
L5	5.00'	N06°13'08"E
L6	15.00'	S06°13'08"W
L7	80.00'	N84°36'46"W
L8	15.00'	S06°13'08"W
L9	25.00'	S06°13'08"W

EASEMENT LEGEND

E_ = EX. ROW
SH_ = PR. STD. HIGHWAY
CH_ = PR. CHANNEL
T_ = PR. TEMP

PARCEL AREAS		
PARCEL ID	AREA (SF)	AREA (AC)
C1800005000033-E1	9,500.00	0.2181
C1800005000033-SH1	5,700.00	0.1309
C1800005000033-T1	4,500.00	0.1033

DATE: 3/28/2023 SCALE: 1"=60'

PROPOSED EASEMENTS
PID: C1800005000033
THOMAS J. & TERI L. LIPINSKI

PROJECT LOCATION	PREPARED FOR
TODHUNTER ROAD CITY OF MONROE BUTLER COUNTY, OHIO	CITY OF MONROE, OHIO 233 SOUTH MAIN STREET MONROE, OH 45050-0330

Seal:
STATE OF OHIO
SAMUEL J. LEWIS
S-8471
REGISTERED PROFESSIONAL SURVEYOR

JWCI
Jones Warner Consultants, Inc.
www.joneswarner.com
Voice: (855) 704-5924
Fax: (937) 704-9949
jwci@joneswarner.com

EXHIBIT "B"

CITY OF MONROE

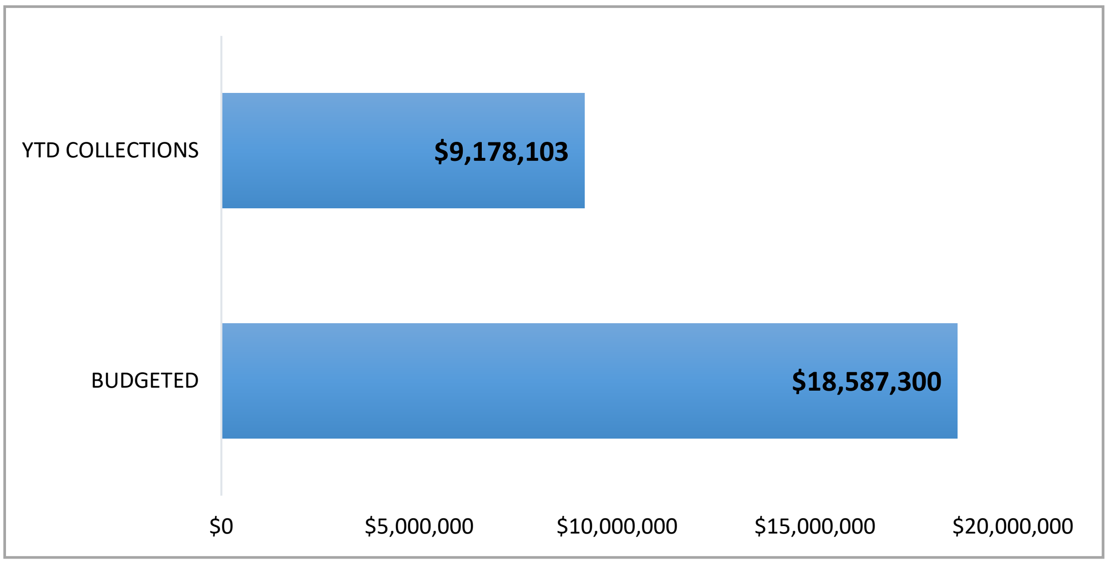
FINANCIAL REPORTS

FOR THE PERIOD ENDING

June 30, 2023

MUNICIPAL INCOME TAX
MONTHLY REPORT JUNE 2023

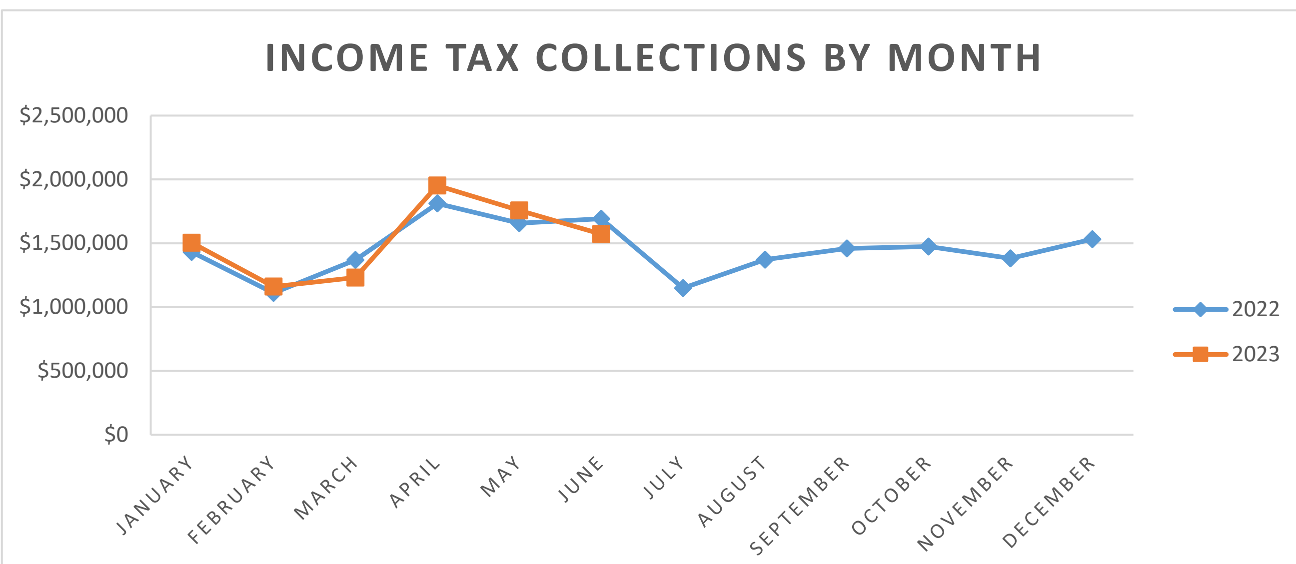
As of the end of June, we have collected (YTD) $9,178,103 in income tax dollars.
This equals to approximately 49% of the budget estimate.



Collected
49%

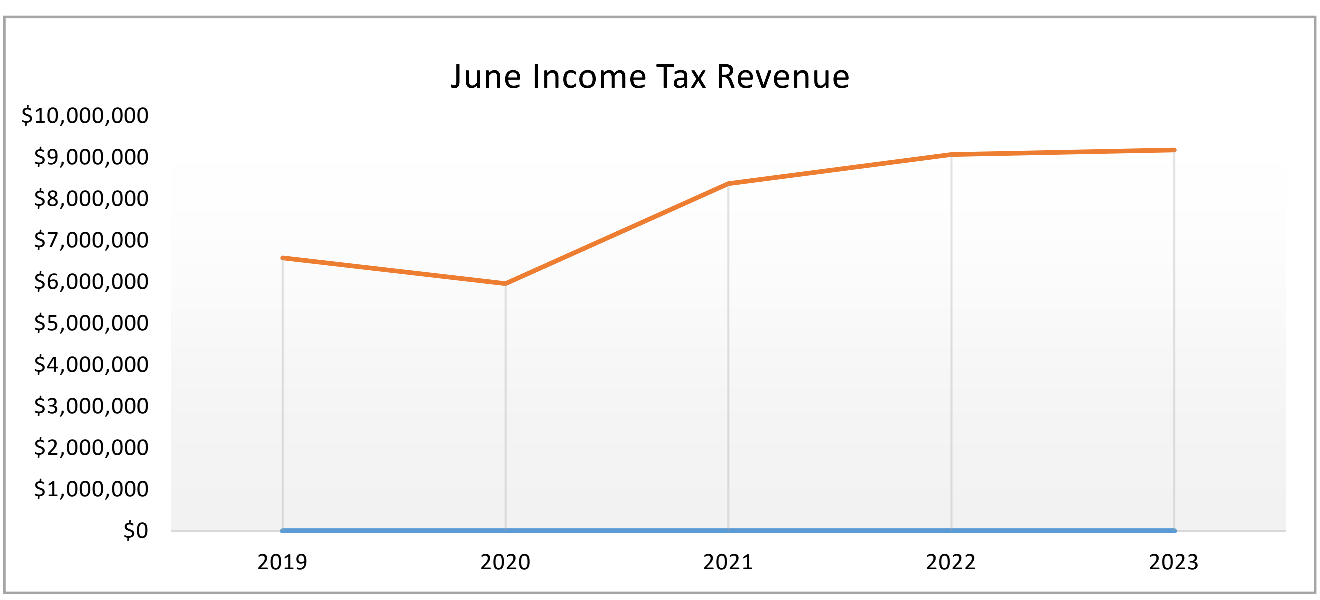
Target % Collected
06/12 = 50%

June income tax collections were **7% lower** in 2023 than at the same time last year. Overall, the City has collected a **difference of $107,143** in 2023 than at the same time last year.



<u>HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS</u>

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



City of Monroe
Statement of Cash Position
As of 6/2023

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	6,724,180.11	8,445,207.10	8,947,004.94	6,222,382.27
2101	INCOME TAX - PUBLIC SAFETY	757,961.88	1,603,246.84	0.00	2,361,208.72
2210	STREET FUND	1,676,779.93	634,400.17	1,242,271.70	1,068,908.40
2220	STATE HIGHWAY FUND	230,563.10	47,493.80	94,744.07	183,312.83
2230	MOTOR VEHICLE LICENSE TAX FUND	170,636.28	0.00	122,972.87	47,663.41
2310	FIRE - 1989 LEVY FUND	892,073.73	2,801,574.94	3,505,811.22	187,837.45
2320	FIRE - 2005 LEVY FUND	1,010.27	0.00	0.00	1,010.27
2330	FEMA FUND	8,615.41	0.00	221.46	8,393.95
2340	DEPT OF PUBLIC SAFETY GRANT	0.00	766.38	0.00	766.38
2360	AMERICAN RESCUE PLAN ACT FUND	1,473,947.04	0.00	22,189.50	1,451,757.54
2370	ONEOHIO OPIOID SETTLEMENT FUND	10,357.03	32,660.75	0.00	43,017.78
2410	POLICE LAW ENFORCEMENT FUND	444,105.53	2,813,416.28	3,069,592.12	187,929.69
2420	DARE GRANT FUND	7,554.15	2,980.38	0.00	10,534.53
2430	ENFORCEMENT AND EDUCATION FUND	4,973.34	271.00	0.00	5,244.34
2440	FEDERAL ASSET FORFEITURE FUND	13,735.42	0.00	0.00	13,735.42
2450	OHIO PEACE OFFICER TRAINING	38,628.96	0.00	0.00	38,628.96
2510	COURT TECHNOLOGY IMPROVEMENT	3,724.52	6,089.00	5,057.47	4,756.05
2621	MONROE CROSSINGS (C1)	731.44	1,273.93	861.01	1,144.36
2622	PARK 63/SUMMIT (C2)	186,677.09	112,876.54	76,289.85	223,263.78
2623	MONROE COMMERCE CENTER (C3)	885,704.99	572,702.16	387,072.13	1,071,335.02
2626	MIAMI VALLEY INDUSTRIAL (C6)	156,428.99	121,857.25	118,735.82	159,550.42
2627	YANKEE ROAD (C7)	7,395.58	12,881.18	8,706.00	11,570.76
2628	BERNS/DOUGLAS (C8)	18,053.75	10,795.92	7,293.10	21,556.57
2629	FRICK GREENTREE (C9)	159.15	281.81	190.37	250.59
2630	OSBOURNE (C10)	65.57	107.82	72.84	100.55
2631	SATELLITE FARMS (C11)	76,937.14	65,026.27	43,928.00	98,035.41
2632	CORRIDOR 75/MILLEN (C12)	0.00	54.50	36.84	17.66
2633	CORRIDOR 75 #1 (C13)	644,287.20	511,226.25	511,226.25	644,287.20
2634	CORRIDOR 75 #2 (C14)	1,307.00	63,241.28	62,225.60	2,322.68
2721	ARBOR ACRES (R1)	0.00	51,206.15	36,648.68	14,557.47
2722	HERITAGE GREEN (R2)	92,945.73	162,171.33	116,158.92	138,958.14
2723	WYANDOT WOODS (R3)	823,606.16	481,021.07	431,568.48	873,058.75
2724	GILMAR MEADOWS (R4)	31,698.67	67,100.35	48,042.73	50,756.29
2725	MT PLEASANT (R5)	30,805.43	60,524.22	43,317.70	48,011.95
2726	BRITTONY WOODS (R6)	278,184.48	309,338.48	221,605.01	365,917.95
2727	TODD'S GLEN RESERVE (R7)	38,875.73	80,501.10	57,615.33	61,761.50
2728	MAJESTIC OAKS (R8)	529.70	1,066.25	763.13	832.82
2729	TRIMBLE FARM (R9)	22,967.83	47,264.89	33,827.89	36,404.83
2732	MONROE CROSSINGS #1 (R12)	576,905.90	428,701.76	306,825.51	698,782.15
2733	MONROE CROSSINGS #2 (R13)	423,920.58	264,557.50	192,259.00	496,219.08

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
2734	MONROE CROSSINGS #3 (R14)	417,221.68	235,416.74	165,659.25	486,979.17
2735	RESERVES OF MONROE XINGS (R15)	206,734.69	202,765.00	145,120.64	264,379.05
3101	INCOME TAX - CAPITAL PROJECTS	1,912,831.78	687,105.77	5,142.20	2,594,795.35
3110	PARK IMPROVEMENT FUND	727,442.93	9,055.06	315,626.44	420,871.55
3120	CAPITAL IMPROVEMENT FUND	3,216,943.34	76,852.65	401,851.13	2,891,944.86
3620	CPO TIF - CAPITAL FUND	24,880.23	0.00	0.00	24,880.23
4110	G.O. BOND RETIREMENT FUND	354,506.30	0.00	79,018.40	275,487.90
4210	WATER BOND RETIREMENT FUND	240,658.69	0.00	21,384.00	219,274.69
4310	S.A. BOND RETIREMENT FUND	614.68	667,143.37	667,143.37	614.68
4410	INCOME TAX BOND RETIREMENT FUN	339,606.68	0.00	186,931.25	152,675.43
4610	CORRIDOR 75 PARK LTD TIF FUND	126,651.27	0.00	0.00	126,651.27
5110	S.A. STREET LIGHTING FUND	6,177.00	2.75	3,468.58	2,711.17
6110	WATER FUND	1,130,835.00	1,676,361.79	1,503,658.62	1,303,538.17
6115	WATER GUARANTEE DEPOSIT	46,775.00	1,950.00	0.00	48,725.00
6120	WATER CAPITAL IMPROVEMENTS	639,755.76	443,435.19	1,076,145.21	7,045.74
6125	WATER METER& READ SYSTEM REPL	444,963.00	113,173.81	25,826.09	532,310.72
6210	SEWER FUND	37,985.94	619,952.21	634,476.24	23,461.91
6310	STORM WATER FUND	678,414.70	180,626.61	542,099.97	316,941.34
6315	STORMWATER DEPOSIT FUND	553,925.75	0.00	0.00	553,925.75
6410	GARBAGE FUND	206,296.61	613,234.45	560,449.06	259,082.00
6510	CEMETERY FUND	136,445.88	31,117.01	43,590.77	123,972.12
6610	STREET LIGHTING UTILITY	77,812.87	46,653.56	27,795.85	96,670.58
7100	CEMETERY MAINTENANCE TRUST	67,623.09	1,444.91	0.00	69,068.00
7110	MOUND CEMETERY TRUST FUND	70,637.27	1,591.08	0.00	72,228.35
7120	LONG STREET TRUST FUND	2,546.78	1,444.47	0.00	3,991.25
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	87,308.74	17,397.14	6,670.76	98,035.12
		28,535,472.34	**25,440,608.22**	**26,127,193.37**	**27,848,887.19**

YTD BUDGET REPORT - REVENUE JUNE 2023

FUND	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE
1110	**1110 GENERAL FUND**	17,558,041	17,558,041	8,445,207.10	9,112,834
2101	**2101 INCOME TAX - PUBLIC SAFETY**	3,180,000	3,180,000	1,603,246.84	1,576,753
2210	**2210 STREET FUND**	2,282,750	2,282,750	634,400.17	1,648,350
2310	**2310 FIRE - 1989 LEVY FUND**	4,803,169	4,803,169	2,801,574.94	2,001,594
2370	**2370 ONEOHIO OPIOID SETTLEMENT**	10,564	10,564	32,660.75	-22,097
2410	**2410 POLICE LAW ENFORCEMENT FUND**	3,652,872	3,652,872	2,813,416.28	839,456
2600	**2600 TIF FUNDS**	3,593,065	3,593,065	1,472,325	2,120,740
2700	**2700 RID FUNDS**	4,187,576	4,187,576	2,391,635	1,795,941
6110	**6110 WATER FUND**	2,795,514	2,795,514	1,676,561.79	1,118,952
6120	**6120 WATER CAPITAL IMPROVEMENT**	711,576	711,576	443,435.19	268,141
6210	**6210 SEWER FUND**	1,085,930	1,085,930	619,952.21	465,978
6310	**6310 STORM WATER FUND**	1,044,027	1,044,027	180,626.61	863,400
6410	**6410 GARBAGE FUND**	1,174,065	1,174,065	613,234.45	560,831
	TOTALS	**46,079,149**	**46,079,149**	**23,728,276**	**22,350,873**

YTD BUDGET REPORT - EXPENSE JUNE 2023

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	**1110 GENERAL FUND**	18,986,643	18,999,861	8,341,690.15	844,295.03	9,813,876
2101	**2101 INCOME TAX - PUBLIC SAFETY**	2,748,700	2,748,700	0.00	0.00	2,748,700
2210	**2210 STREET FUND**	3,109,492	3,115,790	1,052,799.26	101,363.76	1,961,627
2310	**2310 FIRE - 1989 LEVY FUND**	6,098,551	6,150,551	3,355,420.59	183,595.88	2,611,535
2360	**2360 AMERICAN RESCUE PLAN ACT**	855,000	855,000	22,189.50	745.00	832,066
2410	**2410 POLICE LAW ENFORCEMENT FUND**	4,513,517	4,513,517	2,957,838.14	200,619.10	1,355,060
2600	**2600 TIF FUNDS**	3,364,860	3,364,860	1,180,523	0	2,184,337
2700	**2700 RID FUNDS**	5,405,032	5,405,032	1,712,145	0	3,692,887
6110	**6110 WATER FUND**	3,541,118	3,541,118	1,479,111.56	75,836.38	1,986,170
6120	**6120 WATER CAPITAL IMPROVEMENT**	1,392,538	1,392,538	818,129.57	229,782.93	344,626
6210	**6210 SEWER FUND**	1,306,181	1,306,181	641,847.65	15,880.49	648,453
6310	**6310 STORM WATER FUND**	1,337,732	1,337,732	91,250.43	585,499.64	660,982
6410	**6410 GARBAGE FUND**	1,203,457	1,203,457	566,024.68	11,116.34	626,316
	TOTALS	**53,862,821**	**53,934,337**	**22,218,969**	**2,248,735**	**29,466,633**

Checks over $15,000 June 2023

NAME	INVOICE NET	INVOICE DESCRIPTION
BUTLER COUNTY WATER & SEWER DEPT	108,855.41	MAY 2023 WASTE WATER
BUTLER COUNTY WATER & SEWER DEPT	96,808.61	ACCT # 3048687-2055515
COMPLETE LAWN SPECIALISTS, INC.	18,230.00	INTERCHANGE MAINTENANCE
DAILEY'S LAWN AND LANDSCAPING	15,458.00	MOWING VARIOUS AREAS (CEMETERIES/PARKS)
HURST KELLY & COMPANY LLC	17,250.00	2022 FINANCIAL REPORTING PREP
HURST KELLY & COMPANY LLC	17,250.00	2022 FINANCIAL REPORTING PREP
KENDIG KEAST COLLABORATIVE	26,505.00	PLANNING AND ZONING CODE UPDATE
MAJORS ENTERPRISE INC	729,260.33	MASON ROAD WATER MAIN REPLACEMENT
MOBILCOMM	55,395.97	LOCUTION STATION ALERTING EQUIPMENT
NATIONAL INSPECTION CORPORATION	22,991.20	BUILDING SERVICES FOR 2022
PUBLIC ENTITIES POOL OF OHIO	30,537.00	PROPERTY & LIABLILITY COVERAGE 2023.
RUMPKE OF OHIO, INC	98,217.82	CUSTOMER # 6300108176
WEX INC	25,332.33	FUEL FOR MAY 2023

CITY OF MONROE

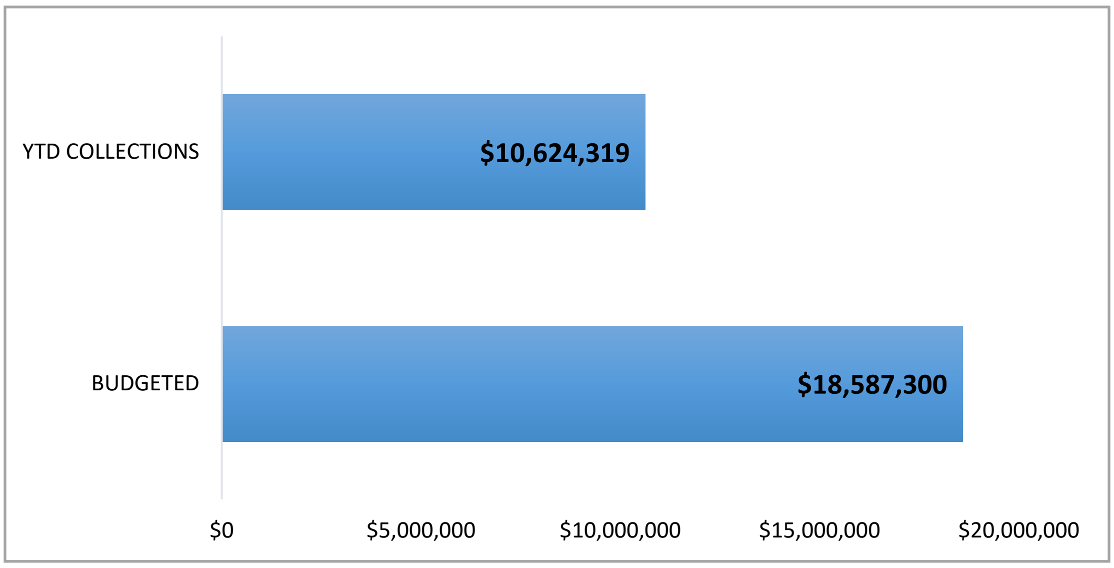
FINANCIAL REPORTS

FOR THE PERIOD ENDING

July 31, 2023

MUNICIPAL INCOME TAX
MONTHLY REPORT JULY 2023

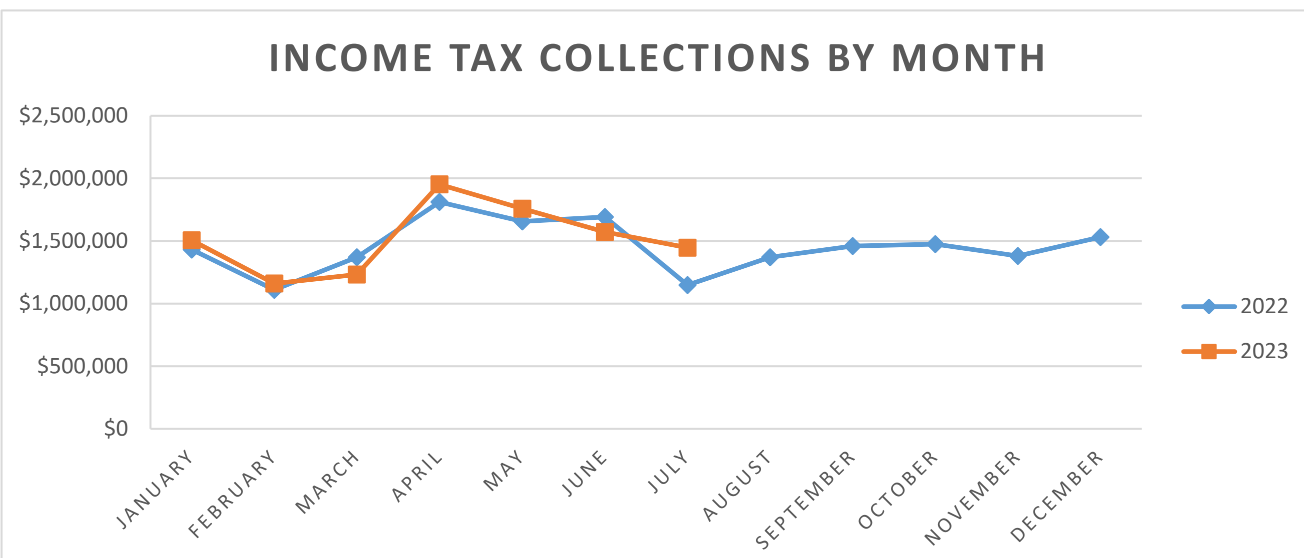
As of the end of July, we have collected (YTD) $10,624,319 in income tax dollars.
This equals to approximately 57% of the budget estimate.



Collected
57%

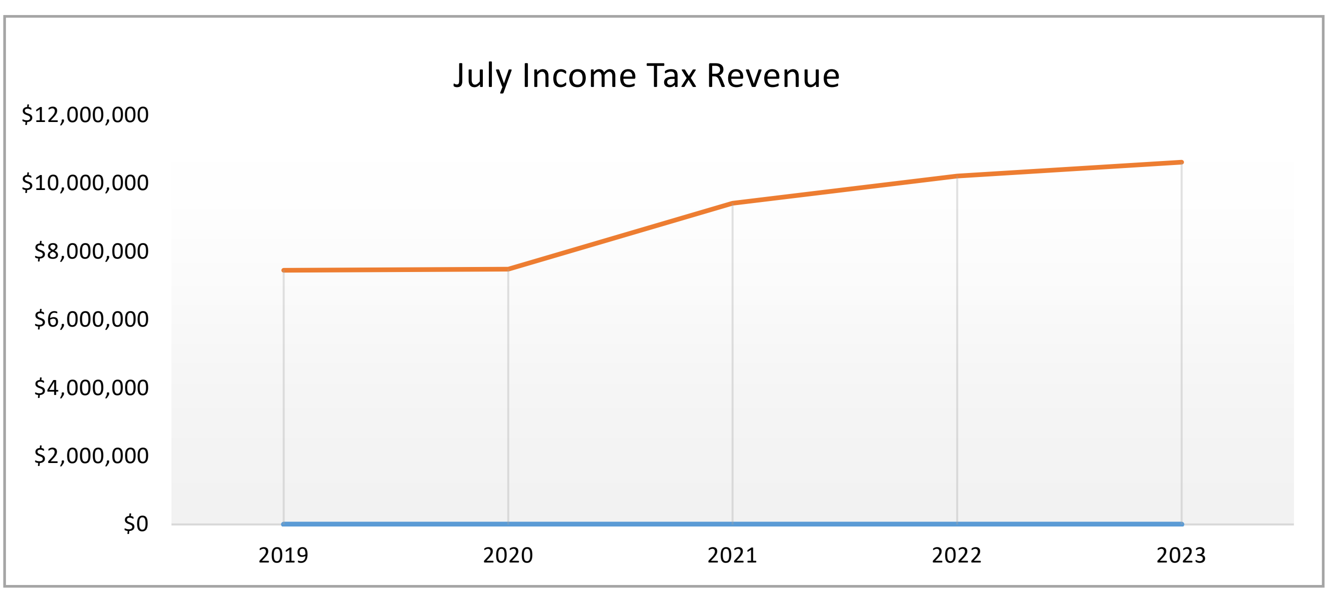
Target % Collected
07/12 = 58%

July income tax collections were **26% higher** in 2023 than at the same time last year. Overall, the City has collected a **difference of $404,252** in 2023 than at the same time last year.



HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS

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



City of Monroe
Statement of Cash Position
As of 7/2023

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	6,724,180.11	9,729,340.80	13,523,648.96	2,929,871.95
2101	INCOME TAX - PUBLIC SAFETY	757,961.88	1,856,240.10	113,000.00	2,501,201.98
2210	STREET FUND	1,676,779.93	727,470.24	1,314,568.65	1,089,681.52
2220	STATE HIGHWAY FUND	230,563.10	55,409.53	97,906.47	188,066.16
2230	MOTOR VEHICLE LICENSE TAX FUND	170,636.28	0.00	124,076.17	46,560.11
2310	FIRE - 1989 LEVY FUND	892,073.73	3,195,617.26	3,999,287.79	88,403.20
2320	FIRE - 2005 LEVY FUND	1,010.27	0.00	0.00	1,010.27
2330	FEMA FUND	8,615.41	0.00	221.46	8,393.95
2340	DEPT OF PUBLIC SAFETY GRANT	0.00	766.38	0.00	766.38
2360	AMERICAN RESCUE PLAN ACT FUND	1,473,947.04	0.00	22,189.50	1,451,757.54
2370	ONEOHIO OPIOID SETTLEMENT FUND	10,357.03	32,660.75	0.00	43,017.78
2410	POLICE LAW ENFORCEMENT FUND	444,105.53	3,050,418.28	3,406,677.95	87,845.86
2420	DARE GRANT FUND	7,554.15	2,980.38	0.00	10,534.53
2430	ENFORCEMENT AND EDUCATION FUND	4,973.34	446.00	0.00	5,419.34
2440	FEDERAL ASSET FORFEITURE FUND	13,735.42	0.00	0.00	13,735.42
2450	OHIO PEACE OFFICER TRAINING	38,628.96	0.00	0.00	38,628.96
2510	COURT TECHNOLOGY IMPROVEMENT	3,724.52	7,259.00	5,399.83	5,583.69
2621	MONROE CROSSINGS (C1)	731.44	1,273.93	861.01	1,144.36
2622	PARK 63/SUMMIT (C2)	186,677.09	112,876.54	76,289.85	223,263.78
2623	MONROE COMMERCE CENTER (C3)	885,704.99	572,702.16	387,072.13	1,071,335.02
2626	MIAMI VALLEY INDUSTRIAL (C6)	156,428.99	121,857.25	118,735.82	159,550.42
2627	YANKEE ROAD (C7)	7,395.58	12,881.18	8,706.00	11,570.76
2628	BERNS/DOUGLAS (C8)	18,053.75	10,795.92	7,293.10	21,556.57
2629	FRICK GREENTREE (C9)	159.15	281.81	190.37	250.59
2630	OSBOURNE (C10)	65.57	107.82	72.84	100.55
2631	SATELLITE FARMS (C11)	76,937.14	65,026.27	43,928.00	98,035.41
2632	CORRIDOR 75/MILLEN (C12)	0.00	54.50	36.84	17.66
2633	CORRIDOR 75 #1 (C13)	644,287.20	511,226.25	511,226.25	644,287.20
2634	CORRIDOR 75 #2 (C14)	1,307.00	63,241.28	62,225.60	2,322.68
2721	ARBOR ACRES (R1)	0.00	51,206.15	36,648.68	14,557.47
2722	HERITAGE GREEN (R2)	92,945.73	162,171.33	116,158.92	138,958.14
2723	WYANDOT WOODS (R3)	823,606.16	481,021.07	431,568.48	873,058.75
2724	GILMAR MEADOWS (R4)	31,698.67	67,100.35	48,042.73	50,756.29
2725	MT PLEASANT (R5)	30,805.43	60,524.22	43,317.70	48,011.95
2726	BRITTONY WOODS (R6)	278,184.48	309,338.48	221,605.01	365,917.95
2727	TODD'S GLEN RESERVE (R7)	38,875.73	80,501.10	57,615.33	61,761.50
2728	MAJESTIC OAKS (R8)	529.70	1,066.25	763.13	832.82
2729	TRIMBLE FARM (R9)	22,967.83	47,264.89	33,827.89	36,404.83
2732	MONROE CROSSINGS #1 (R12)	576,905.90	428,701.76	306,825.51	698,782.15
2733	MONROE CROSSINGS #2 (R13)	423,920.58	264,557.50	192,259.00	496,219.08

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
2734	MONROE CROSSINGS #3 (R14)	417,221.68	235,416.74	165,659.25	486,979.17
2735	RESERVES OF MONROE XINGS (R15)	206,734.69	202,765.00	145,120.64	264,379.05
3101	INCOME TAX - CAPITAL PROJECTS	1,912,831.78	795,531.45	5,142.20	2,703,221.03
3110	PARK IMPROVEMENT FUND	727,442.93	11,642.22	336,959.04	402,126.11
3120	CAPITAL IMPROVEMENT FUND	3,216,943.34	102,773.06	411,822.36	2,907,894.04
3620	CPO TIF - CAPITAL FUND	24,880.23	0.00	0.00	24,880.23
4110	G.O. BOND RETIREMENT FUND	354,506.30	0.00	79,018.40	275,487.90
4210	WATER BOND RETIREMENT FUND	240,658.69	0.00	21,384.00	219,274.69
4310	S.A. BOND RETIREMENT FUND	614.68	667,143.37	667,143.37	614.68
4410	INCOME TAX BOND RETIREMENT FUN	339,606.68	0.00	186,931.25	152,675.43
4610	CORRIDOR 75 PARK LTD TIF FUND	126,651.27	0.00	0.00	126,651.27
5110	S.A. STREET LIGHTING FUND	6,177.00	2.75	3,468.58	2,711.17
6110	WATER FUND	1,130,835.00	1,990,562.26	1,833,222.04	1,288,175.22
6115	WATER GUARANTEE DEPOSIT	46,775.00	3,550.00	0.00	50,325.00
6120	WATER CAPITAL IMPROVEMENTS	639,755.76	548,467.53	1,182,092.65	6,130.64
6125	WATER METER& READ SYSTEM REPL	444,963.00	133,055.56	42,111.87	535,906.69
6210	SEWER FUND	37,985.94	728,289.11	753,716.08	12,558.97
6310	STORM WATER FUND	678,414.70	207,763.61	600,484.88	285,693.43
6315	STORMWATER DEPOSIT FUND	553,925.75	32,500.00	0.00	586,425.75
6410	GARBAGE FUND	206,296.61	721,707.31	664,467.90	263,536.02
6510	CEMETERY FUND	136,445.88	36,587.17	63,188.96	109,844.09
6610	STREET LIGHTING UTILITY	77,812.87	56,846.14	32,310.30	102,348.71
7100	CEMETERY MAINTENANCE TRUST	67,623.09	1,966.09	0.00	69,589.18
7110	MOUND CEMETERY TRUST FUND	70,637.27	1,960.02	0.00	72,597.29
7120	LONG STREET TRUST FUND	2,546.78	1,827.52	0.00	4,374.30
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	87,308.74	17,422.14	9,800.76	94,930.12
		28,535,472.34	**28,582,165.78**	**32,516,291.50**	**24,601,346.62**

YTD BUDGET REPORT - REVENUE JULY 2023

FUND	ACCOUNT DESCRIPTION	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE
1110	**1110 GENERAL FUND**	17,558,041	17,558,041	9,729,340.80	7,828,700
2101	**2101 INCOME TAX - PUBLIC SAFETY**	3,180,000	3,180,000	1,856,240.10	1,323,760
2210	**2210 STREET FUND**	2,282,750	2,282,750	727,470.24	1,555,280
2310	**2310 FIRE - 1989 LEVY FUND**	4,803,169	4,803,169	3,195,617.26	1,607,552
2370	**2370 ONEOHIO OPIOID SETTLEMENT**	10,564	10,564	32,660.75	-22,097
2410	**2410 POLICE LAW ENFORCEMENT FUND**	3,652,872	3,652,872	3,050,418.28	602,454
2600	**2600 TIF FUNDS**	3,593,065	3,593,065	1,472,325	2,120,740
2700	**2700 RID FUNDS**	4,187,576	4,187,576	2,391,635	1,795,941
6110	**6110 WATER FUND**	2,795,514	2,795,514	1,990,762.26	804,752
6120	**6120 WATER CAPITAL IMPROVEMENT**	711,576	711,576	548,467.53	163,108
6210	**6210 SEWER FUND**	1,085,930	1,085,930	728,289.11	357,641
6310	**6310 STORM WATER FUND**	1,044,027	1,044,027	207,763.61	836,263
6410	**6410 GARBAGE FUND**	1,174,065	1,174,065	721,707.31	452,358
	TOTALS	**46,079,149**	**46,079,149**	**26,652,697**	**19,426,452**

YTD BUDGET REPORT - EXPENSE JULY 2023

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	**1110 GENERAL FUND**	18,986,643	19,042,361	12,791,382.82	768,085.21	5,482,893
2101	**2101 INCOME TAX - PUBLIC SAFETY**	2,748,700	3,037,700	113,000.00	0.00	2,924,700
2210	**2210 STREET FUND**	3,109,492	3,115,790	1,116,119.34	92,200.32	1,907,470
2310	**2310 FIRE - 1989 LEVY FUND**	6,098,551	6,150,551	3,850,315.54	176,140.06	2,124,095
2360	**2360 AMERICAN RESCUE PLAN ACT**	855,000	855,000	22,189.50	745.00	832,066
2410	**2410 POLICE LAW ENFORCEMENT FUND**	4,513,517	4,802,517	3,286,192.23	180,535.20	1,335,790
2600	**2600 TIF FUNDS**	3,364,860	3,364,860	1,180,523	0	2,184,337
2700	**2700 RID FUNDS**	5,405,032	5,405,032	1,712,145	0	3,692,887
6110	**6110 WATER FUND**	3,541,118	3,541,118	1,814,791.96	44,843.90	1,681,482
6120	**6120 WATER CAPITAL IMPROVEMENT**	1,392,538	1,392,538	891,662.33	156,250.17	344,626
6210	**6210 SEWER FUND**	1,306,181	1,306,181	762,418.62	0.00	543,762
6310	**6310 STORM WATER FUND**	1,337,732	1,337,732	149,691.24	560,887.54	627,153
6410	**6410 GARBAGE FUND**	1,203,457	1,203,457	671,040.62	0.00	532,416
	TOTALS	**53,862,821**	**54,554,837**	**28,361,472**	**1,979,687**	**24,213,678**

Checks over $15,000 July 2023

NAME	INVOICE NET	INVOICE DESCRIPTION
BUTLER COUNTY WATER & SEWER DEPT	129,088.01	ACCT # 3048687-2055515
BUTLER COUNTY WATER & SEWER DEPT	97,217.74	JUNE 2023 WASTE WATER
CIVICPLUS, LLC	15,715.51	balance for audio eye/mobile app/website
KENDIG KEAST COLLABORATIVE	26,194.19	PLANNING AND ZONING CODE UPDATE
MAJORS ENTERPRISE INC	72,129.10	MASON ROAD WATER MAIN REPLACEMENT
RUMPKE OF OHIO, INC	88,133.69	CUSTOMER # 6300108176
SITE WORX LLC	25,391.50	TODHUNTER WATER MAIN EXTENSION
TURTLECREEK TOWNSHIP TRUSTEES	36,991.79	JEDD REVENUE SPLIT - 2023 QTR. 2
TYLER TECHNOLOGIES, INC	93,208.00	WORK ORDERS ANNUAL SUPPORT & LICENSING
WEX INC	24,801.28	FUEL FOR JUNE 2023

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

4179542 PERMIT NUMBER / TRFO TYPE	JSK HOSPITALITY INC DBA HOLIDAY INN EXPRESS MONROE 120 SENATE DR MONROE OH 45050
06 01 2023 ISSUE DATE	
08 18 2023 FILING DATE	
D5A D6 PERMIT CLASSES	
09 066 TAX DISTRICT / A / F30005 RECEIPT NO.	

FROM 09/08/2023

7650473 PERMIT NUMBER / TYPE	S & G 4 LLC DBA HOLIDAY INN EXPRESS 120 SENATE DR MONROE OH 45050
06 01 2023 ISSUE DATE	
08 18 2023 FILING DATE	
D5A D6 PERMIT CLASSES	
09 066 TAX DISTRICT / RECEIPT NO.	

MAILED 09/08/2023 RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/10/2023

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 4179542
(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

DLC 4052 REV. 03/09