



**Monroe Council Agenda
Regular Meeting of Council
July 11, 2023 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of June 27, 2023

Visitors

Committee Reports

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

Old Business

Ordinance No. 2023-14. An Ordinance rezoning real property containing approximately 126.9 acres, more or less, located at Kyles Station Road and Butler Warren Road from B-P Business Park to R-2 Single-Family Residential Planned Unit Development and authorizing the City Manager to enter into a Planned Unit Development Agreement by and between the City of Monroe and Grand Communities LLC. (Second Reading)

New Business

Resolution No. 42-2023. A Resolution approving a Then-and-Now Certificate in the amount of \$8,201.32 to Enterprise FM Trust.

Strategic Priority: Good Governance

Background: No quote was issued prior to Bill of Sale was sent from the vendor, therefore no Purchase Order was opened prior to receiving the Bill of Sale. Funds will be used to buy out lease on 2018 RAM 2500.

Resolution No. 43-2023. A Resolution endorsing Warren County Community Services, Inc. to receive federal designation as Warren County's Community Action Agency.

Strategic Priority: Good Governance



Background: The Warren County Community Services, Inc. is seeking federal designation to be Warren County's Community Action Agency to continue addressing the needs of our community members living with low-to-moderate income as well as local businesses and corporations.

Resolution No. 44-2023. A Resolution declaring the necessity of certain curbs, gutters and driveway aprons in the City of Monroe, County of Butler, and requiring that abutting property owners repair the same.

Strategic Priority: Well Managed Services and Infrastructure

Background: This legislation is necessary to begin the process for the annual concrete assessment program. Again this year, we will be focusing on the Brittany Heights subdivision. The effected streets are listed on the spreadsheet included in this packet. Letters of repair are being prepared to be mailed out after approval of the Resolution, which is a requirement of the Ohio Revised Code 729.02 to assess public improvements to property owners. This subdivision does not have sidewalks, so the program is focused on curb and gutter repair as well as driveway aprons within the Right-of -Way. Once the homeowners have had the proper time to have the work completed themselves, the City will bid for the work and have it completed. Homeowners will have ninety days to have the work completed after they have received the letter of repair.

Emergency Ordinance No. 2023-15. An Ordinance accepting the dedication of real property from CAT Monroe, LLC as public right-of-way and permanent water line easement, authorizing the City Manager to enter into a maintenance agreement for a sewer lateral by and between the City of Monroe and CAT Monroe, LLC, and declaring an emergency.

Strategic Priority: Strategic Growth and Development

Background: As a part of the Thortons project, the developer was required to relocate water and sewer service to City owned property at the corner of SR63 and Union Road. Council has previously approved the development and an agreement requiring those related services to be in an easement, City right of way and the joint use of a sewer lateral. This legislation accepts the easements necessary, approves the easement and joint use agreements, as well as, dedicates right of way along SR63 out of property deeded to Thorntons for the project.

Consideration of Motion authorizing the City Manager to terminate the contract between the City of Monroe and Brandstetter Carroll Inc.

Strategic Priority: Parks and Connectivity

Background: Public Works is asking that council approve a motion which will allow the City Manager or his designee the ability to separate services with Brandstetter Carroll Inc. for the engineering services which they have provided to date for Bicentennial Commons and the Great Miami River Trail.

Brandstetter Carrol has failed to provide a design which is sustainable for the Great Miami River Trail.



They have been designing this trail since 2019 and only made final submissions to ODOT on March 10, 2023 for their final review. After an ODOT review, it was noted that ODOT District 8 Engineers did not find the streambank stabilization design to be one that could sustain erosion even months after construction. Brandstetter Carroll has gone through four or five project managers since they started design of the trail. Months at a time would pass with no updates or communication on the project. Brandstetter Carroll also cost the City thousands of dollars during the construction of Phase 1A and 1B of Bicentennial Commons. Engineering mistakes led to several change-orders throughout construction. They also failed to provide any type of drainage solution for the park, which led to issues after construction.

On June 13, 2023, the Public Works Committee made a motion to support the request to separate services with Brandstetter Carroll.

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

Administrative Reports

Presentation by Gary Morton, Director of Public Works - Traffic Studies

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
June 27, 2023 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Mayor Funk opened the regular meeting with the Pledge of Allegiance at 6:32 p.m.

Roll Call

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

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

Approval of the Minutes

Mrs. McElfresh moved to approve the Council minutes of June 13, 2023; seconded by Dr. Clark. Voice vote. Motion carried.

Visitors

Dawna Fogarty, Chief Executive Officer of the Warren County Community Services, Inc., requested support from Council for their organization to seek federal designation as Warren County's Community Action Agency. Ms. Fogarty presented a letter from the Board of County Commissioners of Warren County supporting this request.

Dan Foley, Director of the Great Miami Riverway, explained the cooperation the Great Miami Riverway and the Miami Conservancy District have worked together in making sure we do not go back to the days where we have a flood such as the 1913 flood. The Great Miami Riverway focuses on riverway economic development. Mr. Foley advised Council that they highlight all of the riverway communities.

Dana Baldrige addressed Council with her concerns about the clearing of trees and shrubs on her property. Mr. Brock and Mr. Morton will work with her to address her concerns.

Committee Reports

Mr. Wagner reported that the Finance Committee met and discussed the completion of the annual audit. He further reported that if Council desires, a representative from the company that completed the audit could come to Council and give a presentation.



Old Business

Ordinance No. 2023-12. An Ordinance authorizing all actions necessary to affect a governmental natural gas aggregation program with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code and directing the Butler and Warren County Board of Elections to submit a ballot question to the electors. (Second Reading)

The Clerk of Council read Ordinance No. 2023-12 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2023-12; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

Ordinance No. 2023-13. An Ordinance authorizing all actions necessary to affect a governmental electricity aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code and directing the Butler and Warren County Board of Elections to submit a ballot question to the electors. (Second Reading)

The Clerk of Council read Ordinance No. 2023-13 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2023-13; seconded by Dr. Clark. Roll call vote: six ayes. Motion carried.

New Business

Mayor Funk opened the public hearing for the 2024 Tax Budget. Following the Mayor's statement of the purpose and procedure of the public hearing, he administered the oath/affirmation to anyone that would be speaking during the public hearing.

Having been sworn, Jake Burton, Director of Finance, submitted the proof of publication for the record. Thereafter, Mr. Burton explained the purpose of the Tax Budget.

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

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

Resolution No. 38-2023. A Resolution adopting the Tax Budget for the City of Monroe, Ohio, for the 2024 fiscal year.

The Clerk of Council read Resolution No. 38-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 38-2023; seconded by Mr. Bellapianta. Roll call vote: six ayes. Motion carried.



Mayor Funk opened the public hearing for the rezoning of real property containing approximately 126.9 acres, more or less, located at Kyles Station Road and Butler Warren Road from B-P Business Park to R-2 Single-Family Residential Planned Unit Development. Following the Mayor's statement on the purpose and procedure of the public hearing, he then administered the oath/affirmation to anyone that would be speaking during the public hearing.

Having been sworn, Tom Smith, Director of Development, submitted the proof of notification, the Planning Commission Application, and the Planning Commission recommendation for the record.

Mr. Smith reported that the Planning Commission voted to recommend that Council approve the rezoning contingent on each unit being a minimum of 1,800 square feet or seek a variance on the minimum dwelling size. Since that time, the developer has agreed to meet the minimum dwelling size of 1,800 square feet.

Having been sworn, Robert Hayes, representing Fischer Homes and the developer, presented renderings of the proposed homes and the landscaping plans. There were concerns at the public hearing before Planning Commission about the homes backing up to both Kyles Station Road and Butler Warren Road. Mr. Hayes advised they intend to put in berms around the property and landscape on top of the berms to ease the concerns.

Having been sworn, George Butts asked and received confirmation that the roads within the subdivision would be maintained by the City and the school district for the subdivision would be Lakota.

Having been sworn, George Seiler is not in favor of the project; however, he knew it would be developed at some point. Mr. Seiler was pleased about the installation of the berm; however, he would prefer to have larger lots.

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

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

Ordinance No. 2023-14 An Ordinance rezoning real property containing approximately 126.9 acres, more or less, located at Kyles Station Road and Butler Warren Road from B-P Business Park to R-2 Single-Family Residential Planned Unit Development and authorizing the City Manager to enter into a Planned Unit Development Agreement by and between the City of Monroe and Grand Communities LLC.

The Clerk of Council read Ordinance No. 2023-14 by title only.

Mayor Funk advised that Ordinance No. 2023-14 will be on Council's next agenda for a second reading.



Resolution No. 39-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Alan Scherr Associates for professional architectural design services for the assessment of future remodeling of the City Building.

Mr. Morton explained that Mr. Scherr will review the current and future needs of space within the City Building, including the Council Chambers.

The Clerk of Council read Resolution No. 39-2023 by title only.

In response to Mrs. McElfresh's inquiry, Mr. Morton explained that Mr. Scherr will determine the needs and also be part of the interview process for a design/build architectural firm. This is for a total cost of \$19,137.00.

Mrs. McElfresh moved to adopt Resolution No. 39-2023; seconded by Dr. Clark. Roll call vote: five ayes; one nay (Bellapianta). Motion carried.

Resolution No. 40-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and the River Corridor Improvement Subdistrict of the Miami Conservancy District.

Mr. Morton noted this is a four-year commitment at \$12,000 per year and will allow the City to work with the River Corridor Improvement Subdistrict.

The Clerk of Council read Resolution No. 40-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 40-2023; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Resolution No. 41-2023. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Velecor Services.

Mr. Brock reported this is a renewal of our services from Velecor for network management and cybersecurity that begins July 1, 2023.

The Clerk of Council read Resolution No. 41-2023 by title only.

Mrs. McElfresh moved to adopt Resolution No. 41-2023; seconded by Mr. Graves. Roll call vote: six ayes. Motion carried.

Mr. Brock informed Council that Resolution No. 42-2023 and Resolution No. 43-2023 would repeal resolutions where the City accepted grants for the Great Miami River Trail. The City was not able to pull away the erosion area of the Great Miami River. Since that time, he had a conversation with the Butler County Metro Parks Director, Miami Conservancy District's Executive Director, and Cindy Carpenter. They are committed to see what they can do at the state



level and work with the City on the northern end of the trail area. Mr. Brock requested that these resolutions be removed from the agenda.

Mrs. McElfresh moved to remove Resolution No. 42-2023 and Resolution No. 43-2023 from the agenda; seconded by Mr. Bellapianta. Voice vote. Motion carried.

Consideration of Motion accepting the second year of the cooperative bid for road salt in the amount of \$101.33 per ton.

Mrs. McElfresh moved to accept the second year of the cooperative bid for road salt in the amount of \$101.33 per ton; seconded by Dr. Clark. Voice vote. Motion carried.

Administrative Reports

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

Council adjourned into executive session at 8:46 p.m.

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

Council reconvened at 9:06 p.m.

Adjournment

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

The regular meeting of Council adjourned at 9:06 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

ORDINANCE NO. 2023-14

AN ORDINANCE REZONING REAL PROPERTY CONTAINING APPROXIMATELY 126.9 ACRES, MORE OR LESS, LOCATED AT KYLES STATION ROAD AND BUTLER WARREN ROAD FROM B-P BUSINESS PARK TO R-2 SINGLE-FAMILY RESIDENTIAL PLANNED UNIT DEVELOPMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND GRAND COMMUNITIES LLC.

WHEREAS, Grand Communities LLC has applied for the rezoning with a planned unit development; and

WHEREAS, the Planning Commission has recommended that Council rezone the real property requested herein contingent on all dwellings having a minimum floor area of 1,800 square feet or approval from the Board of Zoning Appeals for a variance to Section 1206.03(l)(6) of the Planning and Zoning Code minimum dwelling size; and

WHEREAS, after review of Planning Commission's recommendation, Council desires to rezone the real property as recommended.

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

SECTION 1: The real property containing approximately 126.9 acres, more or less, located at Kyles Station Road and Butler Warren Road and being parcel numbers D7000011000003 and D7000011000004 and further described in Exhibit "A" attached hereto and made a part hereof, are hereby rezoned from B-P Business Park to R-2 Single-Family Residential Planned Unit Development. The rezoning of this property is subject to all dwellings having a minimum floor area of 1,800 square feet or receiving approval from the Board of Zoning Appeals for a variance to Section 1206.03(l)(6) of the Planning and Zoning Code for minimum dwelling size.

SECTION 2: The City Manager is hereby authorized to enter into a Planned Unit Development Agreement by and between the City of Monroe and Grand Communities LLC pursuant to the terms and conditions set forth on Exhibit "A."

SECTION 3: The City Manager shall cause this zoning change to be entered upon the original Official Zoning Map on file with the Clerk of Council as provided in the Planning and Zoning Code.

SECTION 4: 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: _____

**Stonybrook
Planned Unit Development Agreement**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of June, 2023, by and between Grand Communities, LLC, a Kentucky limited liability company ("Grand") and **THE CITY OF MONROE, OHIO**, an Ohio Municipal Corporation (the "City") (collectively "Parties"). The receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** This Agreement shall be considered a Planned Unit Development Agreement by and between Grand and the City, proposing to develop 219 single-family lots located on approximately 127 acres of the original area set forth in the Agreement further described in the Preliminary Development Plan known as Stonybrook as submitted to the Monroe City Council. Grand has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter 1206 "Planned Unit Developments."

Grand has agreed to develop the area subject to this Planned Unit Development ("Project") according to the guidelines set forth in the Monroe Planning and Zoning Code ("Code"). The Parties desire to enter into this Agreement to memorialize the conditions attached to this Planned Unit Development.

2. **Scope of Application for this Agreement.** This Agreement is applicable to any and all new development occurring upon the Project property as described on the Preliminary Development Plan approved by Monroe City Council. This Agreement shall also apply to any future reconstruction or expansion to existing structures located upon the Project property.

This Agreement applies to the approved final development plans for all structures located on the Project property. The final development plans for each structure located on the Project property shall follow the site plan standards as set forth in Monroe Planning and Zoning Code and all other applicable chapters contained within the Code unless any such site plan standards or other applicable zoning code regulations have been modified by the City Council.

3. **Conditions Specific to Stonybrook.**

A. Land Use and Infrastructure Improvements

- a. The maximum number of dwelling units constructed within the Project shall not exceed 219 homes.
- b. The maximum density of the homes shall not exceed 2 units per acre, calculated using the total area of lots and open space.
- c. Grand shall install adequate street trees along both sides of all proposed internal public roads in accordance with Monroe Planning and Zoning Code Chapter 1212.06: Street Tree Requirements.

B. Open Space and Recreation Amenities Provisions

- a. A total of 48.79 acres (46%) of open space will be provided, with 6.43 acres (5.06%) to be developed as formal open space in accordance with Monroe Planning and Zoning Code Chapter 1213. The formal open space shall consist of walking trails and playground area.
- b. All open space and multiuse paths or trails shall be wholly contained within either: 1) a properly recorded Easement, which title is vested in the HOA or 2) located within the public right-of-way. All maintenance burdens of said multiuse paths or trails shall be borne by the HOA including any portions of the path or trail that encroaches upon the public right-of-way.
- c. All designated open space and formal open space outlined in the Preliminary Plan shall be owned and maintained by a HOA.
- d. Playground equipment shall be installed in each formal open space area as shown on the preliminary plan.

C. Sidewalk Provisions

- a. All sidewalks part of the Project area shall conform to the sidewalk specifications of Monroe Planning and Zoning Code Chapter 1208.07: Sidewalks.

D. Conformance to R-2 Zoning Regulations

- a. The lots contained in the R-2 PUD development shall deviate from the R-2 zoning requirements as specifically described below:
 - i. The minimum front yard building setback shall be thirty feet (30')
 - ii. The minimum side yard building setback shall be five feet (5') for Designer or Patio homesites or ten feet (10') for Masterpiece homesites.
 - iii. The minimum rear yard building setback shall be thirty feet (30') for all home sites.
 - iv. All dwelling units shall consist of a minimum of 1,800 square feet of livable floor area.
 - v. All dwelling units shall have attached two car garages.
 - vi. The entire first and second floor of the front, side and rear exterior walls shall be constructed of brick, stone, cultured stone, stucco, cement board siding, and dryvit materials.
 - vii. A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.
 - viii. All dwellings shall be constructed using a minimum 4/12 pitched roof design including the roof area located over the garage. The roof area located over the porch and entrance portions of the dwelling may be constructed using a minimum 3/12 pitch design.
 - ix. All structures shall have asphalt roof shingles.
 - x. The minimum lot width for Designer and Patio homesites shall not exceed an average minimum width of sixty-five feet (65'). Masterpiece homesites shall have a minimum lot width of eighty feet (80').
 - xi. The minimum lot area for all homesites shall conform to the

approved Preliminary Development Plan.

- xii. Maximum lot coverage for the Designer and Patio product type shall not exceed 45% of lot coverage. The Masterpiece product type shall not exceed more than 50% of lot coverage.

xiii.

E. Minor Changes

- a. Minor changes in an approved preliminary or final development plan may be approved by the Director of Development or designee if such changes are consistent with the purposes and general character of the approved PUD plans and do not increase density, decrease lot sizes, decrease the total amount of open space, or propose major deviations from other requirements of the Code. All other modifications, including extensions or revisions of the stage development schedule, shall be processed in the same manner as the original application and shall be subject to the same procedural requirements.

4. General Conditions Relating to the Overall Project.

- a. Compliance with all other applicable standards of the Code, all other terms, conditions, current applicable engineering, subdivision or zoning regulations not specifically modified by this PUD Agreement shall be in effect and enforced based on requirements that are vested at the time of application for construction drawings, final plat or site/plot plan approval. All other regulations contained in this Agreement not expressly modified herein shall remain in full force and effect.
- b. The Preliminary Plat for Stonybrook shall serve as the general layout plan for all lots, blocks, easements, streets, utilities, drainage, and open space requirements.
- c. All sign applications shall be reviewed and approved by the Zoning Enforcement Officer with strict conformance to the applicable sign code regulations.

- 5. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. The Parties agree that the specific conditions set forth in this Agreement shall be wholly enforceable against all subsequent purchasers and/or users of the Project or any portion thereof. Compliance with the approved PUD final development plan shall be controlled by Monroe Planning and Zoning Code Chapter 1206.06: Compliance with Approved Plan and Modifications. Failure to comply with the Preliminary Development Plan or subsequently approved final development plans (i.e. site plans) shall initiate the enforcement actions set forth in Monroe Planning and Zoning Code Chapter 1206.07: PUD Plan Revocation and Expiration in addition to any other non-performance penalty provided for in this Agreement.

It is further agreed that Grand shall cause this Agreement to be properly recorded with the Butler County Recorder's Office upon the issuance of the PUD permit by the Monroe City Council.

If one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable in any respect, that invalidity, illegality, unconstitutionality or unenforceability shall not

affect any other provision. This Agreement shall be construed as if the invalid, illegal, unconstitutional, or unenforceable provision had never been contained herein.

This Agreement constitutes the sole and entire agreement between the Parties, and no modification hereof shall be binding unless set forth in writing signed by the Parties. This Agreement shall be governed under the laws of the State of Ohio.

The Parties have executed as of the date set forth below:

The City of Monroe, Ohio, an Ohio Municipal Corporation

By:
Its:
Date:

Grand Communities, LLC, a Kentucky limited liability company.

By: Michael Kady
Its: President
Date:

RESOLUTION NO. 42-2023

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$8,201.32 TO ENTERPRISE FM TRUST.

WHEREAS, a purchase order was not opened prior to receiving the Bill of Sale.

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 \$8,201.32 to Enterprise FM Trust 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

RESOLUTION NO. 43-2023

A RESOLUTION ENDORSING WARREN COUNTY COMMUNITY SERVICES, INC. TO RECEIVE FEDERAL DESIGNATION AS WARREN COUNTY’S COMMUNITY ACTION AGENCY.

WHEREAS, Community Action Agencies were established as part of President Johnson’s War on Poverty and are locally controlled agencies designed to meet local needs; and

WHEREAS, each county must be served by a Community Action Agency and the Community Action Commission of Warren County (now WCCS, Inc.) became a delegate agency of SCOPE (now Miami Valley Community Action Partnership) in 1975; and

WHEREAS, 14,548 Warren County citizens live in poverty, including 5,819 Warren County children;

WHEREAS, WCCS, Inc. has provided services to Warren County since 1966 and in that time has assisted thousands of families in poverty, putting them on a path towards self-sufficiency; and

WHEREAS, WCCS, Inc. provides programming and services in the following areas: early childhood education, affordable, high-quality childcare, aging and elderly housing, nutrition, socialization and care coordination, energy, rental, and emergency assistance, high school workforce development, transportation, adult literacy, and meaningful volunteerism; and

WHEREAS, WCCS, Inc. finds solutions and support for nearly 9,000 individuals and families a year; and

WHEREAS, federal Community Services Block Grant dollars for Warren County have been passed through Miami Valley Community Action Partnership to WCCS, Inc. for 48 years, causing WCCS, Inc to lose significant administrative support to fulfill our mission; and

WHEREAS, WCCS, Inc. has the staff expertise, and resources needed to serve Warren County and our partner agencies without interruption.

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

SECTION 1: City Council unanimously supports WCCS, Inc. in receiving the designation as the Community Action Agency for Warren County.

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

RESOLUTION NO. 44-2023

A RESOLUTION DECLARING THE NECESSITY OF REPAIRING CERTAIN CURBS, GUTTERS AND DRIVEWAY APRONS IN THE CITY OF MONROE, COUNTY OF BUTLER, AND REQUIRING THAT ABUTTING PROPERTY OWNERS REPAIR THE SAME.

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

SECTION 1: That it is necessary to repair sidewalks, curbs, gutters and driveway aprons in the City of Monroe in accordance with the plans, specifications and estimate of cost therefore prepared by the City Engineer for the City and now on file in the office of the Clerk of Council and as depicted in Exhibit “A” attached hereto and made a part hereof.

SECTION 2: The description of the lots and lands abutting upon the sidewalk, curbs, gutters, or driveway aprons to be repaired are as follows:

Deneen Avenue
Doverdale Drive
Heatherwood Court
North Sands Avenue
Penbrooke Court
Ravenwood Court
Wexford Drive
Wexford Way
Winston Lane

SECTION 3: That, pursuant to Chapter 729 of the Ohio Revised Code, the owners of all lots and lands bounding and abutting upon the proposed curbs, gutters and driveway aprons are specifically benefited, and shall repair, in accordance with the plans and specifications now on file, the portions of such sidewalks abutting on their respective properties within a period of 90 days after the service of notice of passage of this resolution; and if such repair shall not be completed within such period of 90 days, then this Council shall have the same done and the entire cost thereof shall be assessed upon the property of each noncomplying owner and made a lien thereon, to be collected in the manner provided by law, with penalty and interest as provided by law.

SECTION 4: That the Clerk of this Council, or her designee, is directed to cause a written notice of the passage of this Resolution to be served as required by law, specifically Section 729.03 of the Ohio Revised Code.

SECTION 5: The plans, specifications, and estimates of costs for said repair as heretofore filed are hereby approved.

SECTION 6: That the Clerk of this Council is directed to forward a certified copy of this Resolution to the Auditor of Butler County to be placed on file for public inspection.

SECTION 7: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Revised Code Section 121.22.

SECTION 8: This measure shall be in full force and effect from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

Street

No.	Street	Property Owner 1	Property Owner 2	Curb/Gutter	Driveway	Curb Cut
37	Penbrooke Ct	G MICHAEL GRIMES TR		38.4	0	0
20	Penbrooke Ct	DAVID NEU	TRICIA NEU	20.4	203	0
7	Penbrooke Ct	ROBERT W GOMIA	JULIA A GOMIA	14.9	177	0
55	Penbrooke Ct	KARA Y MCINTOSH		43	0	1
63	Penbrooke Ct	WILLIAM HICKMAN	VICKI HICKMAN	31.2	0	0
34	Penbrooke Ct	LARRY E WEBB		21.4	0	2
50	Penbrooke Ct	DAVID G NEU II	TRICIA N NEU	4.9	96	2
66	Penbrooke Ct	BRIAN DOUGLAS HONERLAW		4.1	186	0
83	Penbrooke Ct	KATHRYN FAYE YOUTSLER		30.2	0	0
73	Penbrooke Ct	SPENCER BRUMMETT	BRENDA BRUMMETT	8.2	0	0
45	Penbrooke Ct	BENJAMIN JOHNSON		46.4	0	0
17	Penbrooke Ct	ANTHONY ELAM TR		4	163	1
27	Penbrooke Ct	TAMMRA DAWN ADAM		18.7	93	0
190	Wexford Dr	JOHN DARRIN LONG	JUANITA FALON COLE	4	202	0
208	Wexford Dr	LYN AMBLER		10.3	0	0
211	Wexford Dr	MECC REAL ESTATE LLC		5.4	0	0
203	Wexford Dr	SAGA RENTALS LLC		19.6	0	0
177	Wexford Dr	WALLACE L BRASHEAR		3.2	228	0
171	Wexford Dr	DONALD C CLARK	CONNIE L CLARK	5	0	1
144	Wexford Dr	DEBRA A POTEET		21.3	0	0
140	Wexford Dr	SONJA S HARRIS		50.2	266	0
136	Wexford Dr	MILDRED M BRETLAND		69.3	0	0
176	Wexford Dr	JAMES BANKS	LEONA MAY BANKS	6.4	0	1
148	Wexford Dr	MATTHEW J BERNABUCCI	SHARRON G BERNABUCCI	4.4	343	0
163	Wexford Dr	JENNIFER WARFIELD		18.4	204	1
157	Wexford Dr	DARLENE W RICHEY		30.9	190	1
147	Wexford Dr	DANIEL SCHERRER	ADRIANE SCHERRER	9	285	0
143	Wexford Dr	VIRGINIA A FREDERICK		63.5	0	1
139	Wexford Dr	ANNE S LAPHAM TR		68.5	136	0
135	Wexford Dr	TOSHA M SALYER	WILLIAM B SALYER	139.1	187	0

Street

No.	Street	Property Owner 1	Property Owner 2	Curb/Gutter	Driveway	Curb Cut
151	Wexford Dr	TINA J HESTER	TODD HESTER	0	0	1
152	Wexford Dr	WILLIAM L WARRICK II	BARBARA L WARRICK	0	252	1
156	Wexford Dr	AMY S MINEHART		0	0	2
167	Wexford Dr	DESIREE B SMITH	DARAYL D SMITH	0	0	1
170	Wexford Dr	MICHAEL A FOX	CHERYL D FOX	0	274	0
180	Wexford Dr	NICOLE R BABEL	CINAMON RUSSO	0	253	0
		MILLENNIUM PROPERTIES &				
181	Wexford Dr	CONSTRUCTION LLC		0	0	1
186	Wexford Dr	MICHELLE SUZANNE GROOMS		0	260	0
187	Wexford Dr	TREVOR D STRONG	TARA SCHERMER	4.8	179	0
346	Wexford Way	CANDACE SCHNEE	SHAWN SCHNEE	46.6	0	0
342	Wexford Way	D ANTHONY ECKERT		60.5	0	0
338	Wexford Way	JAMES A BLEVINS		62.9	185	0
330	Wexford Way	WILLIAM CROUCH	PATRICIA CROUCH	32.3	0	0
326	Wexford Way	JANNA CROWDER	KYLE CROWDER	65	0	0
321	Wexford Way	JEFFREY STATON	LISA STATON	39.8	0	0
325	Wexford Way	TRACY E MCINTOSH	EDWIN W MCINTOSH	29.8	0	0
329	Wexford Way	MONICA BLACK	BRYAN BLACK	20.2	0	0
337	Wexford Way	STEPHEN SECAUR	MARCIA SECAUR	49.2	0	0
334	Wexford Way	MICHAEL L BOWLING		24.9	0	0
322	Wexford Way	CARLOS HYDEN	TONYA HYDEN	59.2	187	0
		TOSHA SALYER TRUSTEE OF THE				
333	Wexford Way	TURNER FAMILY PRESERVATION TRUST		79.2	0	0
404	Doverdale	RUSSELL L BROWN	KRISTEN R BROWN	0	321	2
55	Deneen	TIMOTHY W POWERS	KAREN S POWERS	37.2	165	0
126	Deneen	JEFFREY S YOUNG	KAREN S YOUNG	19.7	0	1
			LOGAN MICHAEL			
100	Deneen	LINDSAY RENEE LEDFORD	VARACALLI	0	214	0

Street

No.	Street	Property Owner 1	Property Owner 2	Curb/Gutter	Driveway	Curb Cut
103	Deneen	PATRICIA J BROWN		8.8	0	0
438	Sands	MICHAEL JAY RUE	JENNELL N RUE	11.4	0	0
552	Sands	KYLE J PORTER		24	204	2
564	Sands	KAREN A KOLOSZAR	J PAUL KOLOSZAR	24.5	260	1
574	Sands	STEPHEN L GOEHRING	THERESA M GOEHRING	19.4	0	0
575	Sands	JEREMIAH KILMER		61.1	7	0
567	Sands	PEGGY N HESSON		24.7	284	0
559	Sands	CARLA MILLER ETAL		49	0	0
551	Sands	BARAK LEE FAULK	JAYLEN FAULK	18.3	180	1
535	Sands	RICHARD D RANDALL		21.5	124	0
527	Sands	SCOTT E BRATE	ELIZABETH J BRATE	26.4	0	0
519	Sands	CODY BROWN RUIZ	JEYDY RUIZ	37.6	0	0
511	Sands	JASON WAYNE HAMPTON		49.2	139	0
506	Sands	STEPHEN H PRYCHODKO	LEAH M PRYCHODKO	4	0	1
512	Sands	REESE E INGRAM	CYNTHIA INGRAM	75.6	171	0
536	Sands	JERRY L BLACK	GAIL F BLACK	22.2	268	0
447	Sands	CHARLOTTE BURKHART		5.8	0	0
441	Sands	SARAH ELIZABETH SMITH	KEVIN SMITH	16.8	274	0
427	Sands	AARON PERKINS	REBECCA PERKINS	46.8	0	0
412	Sands	SHARON L FRENTZEL		25.7	203	0
426	Sands	TERRANCE E POPE	LONNA JO POPE	14.3	0	2
			LUSICA MONTES D OCA			
444	Sands	MIQUEL A GALAN RUBIO	JIMENEZ	24.3	351	0
420	Sands			10	0	0
432	Sands	JEFFREY D ELAM	MELISSA A ELAM	0	158	0
437	Sands	LARRY SHEPHERD	KAREN SHEPHERD	0	348	1
505	Sands	YOUR NEW HOME DELAWARE LLC		6.5	274	0
543	Sands	STEPHEN KAKARIS		3.9	77	2
544	Sands	JEREMY L MCFARLAND		5.2	163	2
121	Winston Ln	PHILLIP C SCHEIDT	REBECCA A SCHEIDT	0	194	0

Street

No.	Street	Property Owner 1	Property Owner 2	Curb/Gutter	Driveway	Curb Cut
127	Winston Ln	WILSON N LEWIS III	TAMARA G LEWIS	18.3	0	1
133	Winston Ln	NICOLE M TRACEY		20.3	109	0
137	Winston Ln	JOHN SOUDERS	JANICE SOUDERS	57.6	297	0
141	Winston Ln	WILLIAM K BETZLER	RACHAEL BETZLER	30.6	0	1
147	Winston Ln	JOHN L MARTIN		41.7	124	0
151	Winston Ln	CHERYL LYNNE BAKER		57.1	0	0
155	Winston Ln	ELIZABETH W RICHMOND				
159	Winston Ln	TONY L HALE	MELISSA J HALE			
158	Winston Ln	RALPH KINDLER	BONNIE COOK			
154	Winston Ln	RANDY BERRY WILLIAMS				
150	Winston Ln	SLOAN SELLS HOMES LLC		29.2	0	0
146	Winston Ln	ROBERT E MYERS	CHASTIDY L MYERS	25.3	0	0
134	Winston Ln	ANDREW T MITCHELL		47.3	0	1
130	Winston Ln	JESSE L TAYLOR	EMILY K SCHULTHEIS	34.2	208	0
26	Heatherwood Ct	RICHARD WILLIAMS JR	DAWN WILLIAMS	60.5	197	0
32	Heatherwood Ct	JEFFREY BECRAFT	JENNIFER BECRAFT	63	0	0
38	Heatherwood Ct	JEREMY B ROBINSON	MARYBETH A ROBINSON	18	0	0
48	Heatherwood Ct	JAMES G & LAYNE L BUTLER TRS		43.7	181	0
39	Heatherwood Ct	JANICE L BRYANT		36.6	0	0
33	Heatherwood Ct	ROBERT A SKIDMORE	OLIVIA M SKIDMORE	21.2	251	0
29	Heatherwood Ct	BRENT T ATKINSON		51.7	320	0
17	Heatherwood Ct	JUSTIN DAVID BRUCE	ASHLEY MICHELLE BRUCE	59.4	251	0
11	Heatherwood Ct	THERESA A WOODWARD		52.5	0	0
10	Heatherwood Ct	FRANCES KNECHTLY	BRIAN KNECHTLY	91.8	116	0
17	Ravenwood Ct	PATRICIA ELAM		42.7	130	0
			MARY KATHERINE			
23	Ravenwood Ct	MARGARET GREEN STEVENSON CO TR	BACHMANN CO TR	20.9	0	0
22	Ravenwood Ct	DANIELLE M PATRICK	ZANE LYKINS	27.3	217	0

Street

No.	Street	Property Owner 1	Property Owner 2	Curb/Gutter	Driveway	Curb Cut
16	Ravenwood Ct	TERRY L BROOKS	MARY A BROOKS	20.7	375	0

Estimated Cost for Repairs:

Curb and Gutter - \$75 per linear foot

Driveway Apron - \$45 per square foot

Curb Sawcut/Caulk - \$50 per each

STREET FUNCTIONAL CLASSIFICATIONS

A. ARTERIAL

A GENERAL TERM DENOTING A HIGHWAY PRIMARILY FOR THROUGH TRAFFIC, CARRYING HEAVY LOADS AND LARGE VOLUMES OF TRAFFIC, USUALLY ON A CONTINUOUS ROUTE.

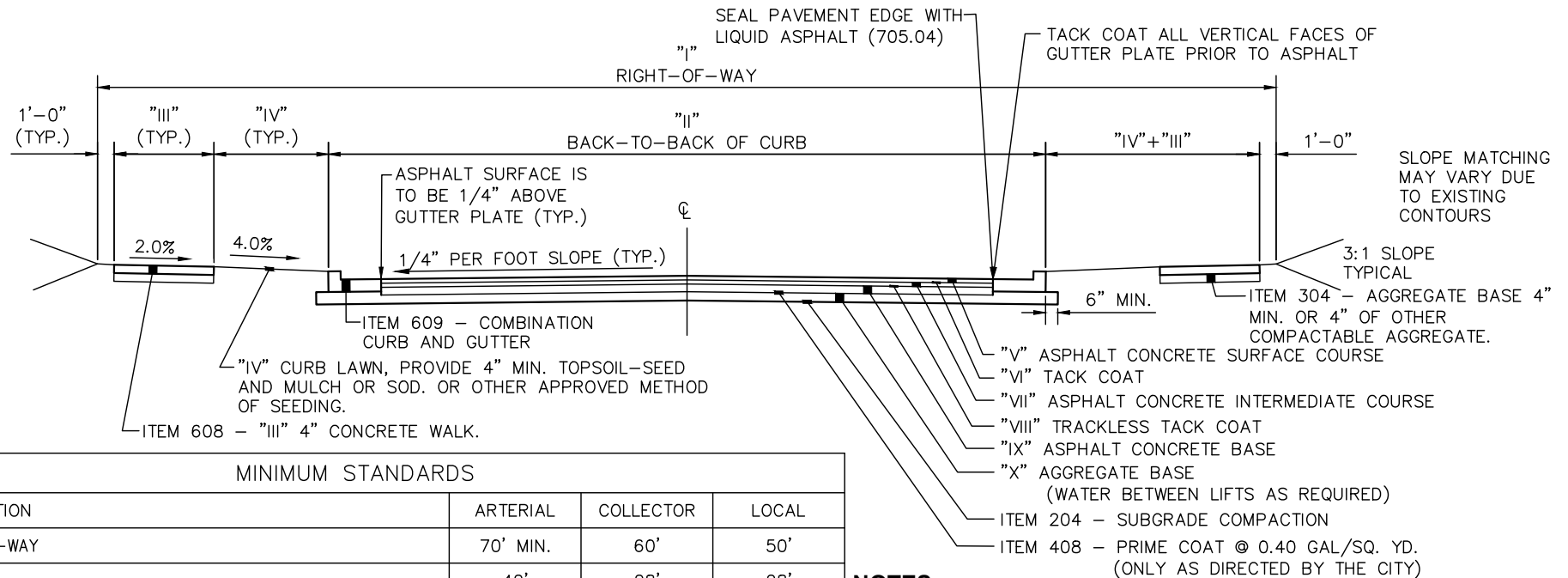
B. COLLECTOR

STREET DESIGNED TO CONDUCT TRAFFIC FROM LOCAL STREETS TO ARTERIALS.

C. LOCAL

A STREET DESIGNED TO PROVIDE ACCESS TO ABUTTING PROPERTY TO COLLECTORS.

STREET CROSS-SECTION STANDARDS			
STREET TYPE	MINIMUM RIGHT-OF-WAY (FEET)	MINIMUM PAVEMENT WIDTH (FEET)	PARKING (FEET)
MAJOR ARTERIALS	80	42	NO PARKING EITHER SIDE
MINOR ARTERIALS	70	42	NO PARKING EITHER SIDE
COLLECTOR STREETS	60	28	NO PARKING EITHER SIDE
LOCAL AND MARGINAL STREETS	50	28	PARKING TO BE DETERMINED BY CITY ENGINEER
*DETERMINED BY STATE AND FEDERAL AGENCIES			



MINIMUM STANDARDS

ITEM	DESCRIPTION	ARTERIAL	COLLECTOR	LOCAL
I	RIGHT-OF-WAY	70' MIN.	60'	50'
II	B/B CURB	42'	28'	28'
III	SIDEWALK WIDTH	5'	5'	5'
IV	CURB LAWN	VARIES	10'	5'
V	ODOT ITEM 442 - ASPHALT CONCRETE SURFACE COURSE, 12.5mm, TYPE A (448) (IN 1 COURSE)	1.5"		
V	ODOT ITEM 441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22		1.5" * V-A	1.5" * V-B
VI	ODOT ITEM 407 - TACK COAT	0.06 GAL./SQ.YD.	0.06 GAL./SQ.YD.	0.06 GAL./SQ.YD.
VII	ODOT ITEM 442 - ASPHALT CONCRETE INTERMEDIATE COURSE, 19mm, TYPE A (448) INTERMEDIATE COURSE (IN 1 COURSE)	2.5"		
VII	ODOT ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 (449), PG64-22		2"	2"
VIII	ODOT ITEM 407 - TRACKLESS TACK COAT	0.06 GAL./SQ.YD.	0.06 GAL./SQ.YD.	0.06 GAL./SQ.YD.
IX	ODOT ITEM 302 - BITUMINOUS AGGREGATE BASE (IN 2 COURSES)	8"		
IX	ODOT ITEM 301 - BITUMINOUS AGGREGATE BASE		5"	4"
X	ODOT ITEM 304 - CRUSHED LIMESTONE AGGREGATE BASE	12" (3 LIFTS)	8" (2 LIFTS)	6" (2 LIFTS)
	ODOT ITEM 705 - SEAL PAVEMENT EDGE			

NOTES

- ALL WORK TO CONFORM TO ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS LATEST REVISION UNLESS OTHERWISE SPECIFIED.
- PRIOR TO CONSTRUCTION OF STREET PAVEMENTS, ADEQUATE SURFACE AND ANY NECESSARY SUBSURFACE FACILITIES SHALL BE INSTALLED BY THE APPLICANT. (1208.05)
- ITEM 407 TACK COAT, MUST BE REQUIRED WHEN 10 DAYS HAVE ELAPSED BETWEEN ASPHALT PAVEMENT LIFTS UNLESS OTHERWISE SPECIFIED BY THE CITY. APPLICATION RATE IS 0.10 GALLON PER SQUARE YARD.
- ALL BUTT JOINTS MUST BE SEALED WITH PG64-22 WITHIN 24 HOURS AFTER PLACEMENT OF ASPHALT CONCRETE SURFACE COURSE.
- NO CONCRETE PAVEMENT WILL BE ACCEPTED
- NO SLAG IS PERMITTED FOR USE WITHIN THE PUBLIC RIGHT-OF-WAY.
- ALL ASPHALT USED IN THE PUBLIC RIGHT-OF-WAY MUST HAVE AN APPROVED JMF AND BE PRODUCED BY AN ODOT TESTED/CERTIFIED PRODUCTION PLANT.

* V-A SURFACE COURSE WITH TACK TO BE APPLIED NO SOONER THAN NINE (9) MONTHS AFTER THE INTERMEDIATE COURSE (OR AS APPROVED BY THE CITY).

* V-B SURFACE COURSE WITH TACK TO BE APPLIED NO SOONER THAN NINE (9) MONTHS AFTER THE INTERMEDIATE COURSE AND FIFTY (50) PERCENT OF THE HOMES ARE COMPLETED. IF AFTER TWO (2) YEARS, FIFTY (50) PERCENT OF THE HOMES HAVE NOT BEEN COMPLETED, THE TACK AND SURFACE MAY BE APPLIED (AS APPROVED BY THE CITY).

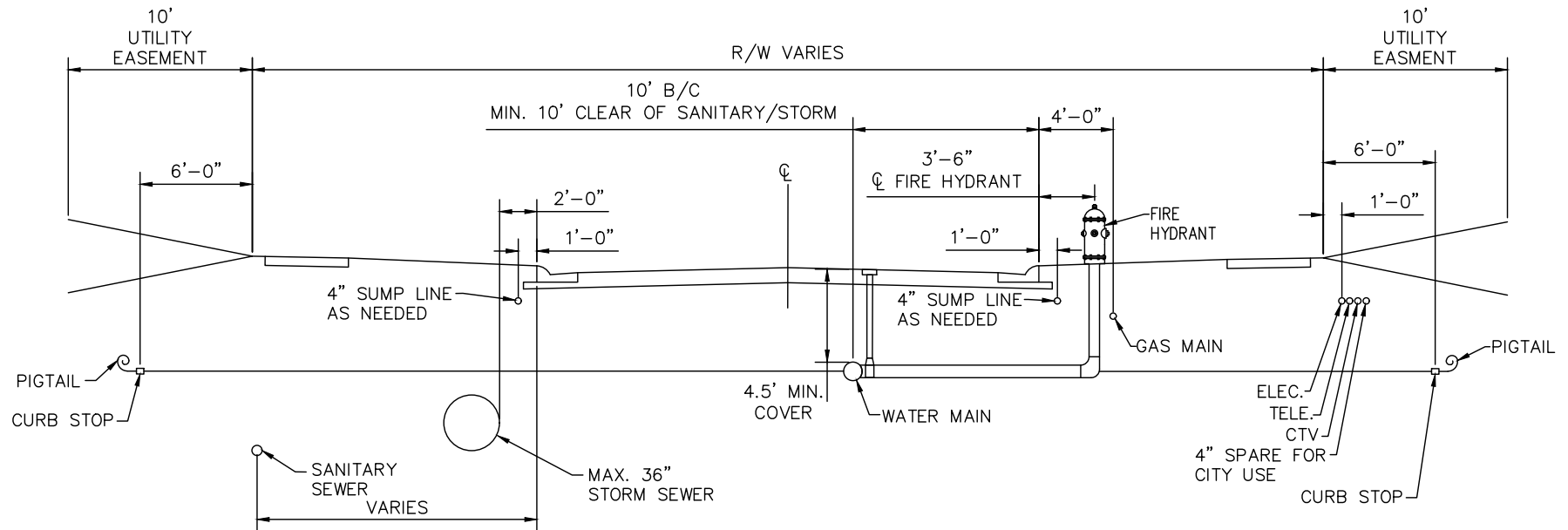


TYPICAL SECTIONS AND PAVEMENT COMPOSITION

REVISIONS:
01/29/2021

DATE
APPROVED:
01/30/2020

PAGE No.
300-2



NOTES

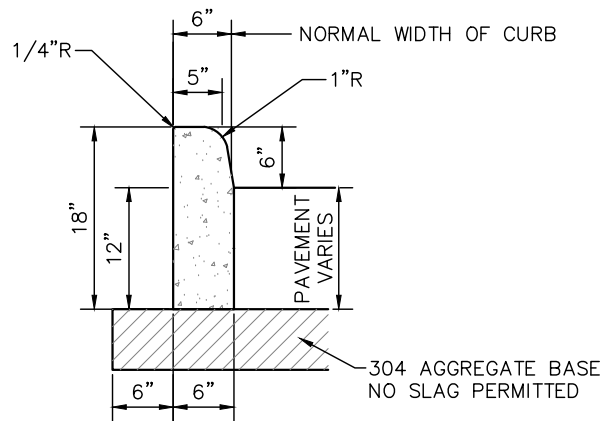
- A. ITEM NUMBERS REFER TO THE OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS. AND ALL CONSTRUCTION WORK MUST BE DONE ACCORDING TO SAID SPECIFICATIONS OR MONROE REQUIREMENTS AND STANDARDS FOR SUBDIVISIONS WHEN IN CONFLICT, THE COUNTY REQUIREMENTS MUST PREVAIL.
- B. ITEMS THAT PERTAIN TO UNDERGROUND UTILITIES SUCH AS WATER PIPE, SANITARY SEWER PIPE, WATER VALVES AND MANHOLE FRAMES AND COVERS, ETC. WILL REMAIN UNDER SPECIFICATIONS OF THE UTILITY SERVING THE AREA. STORM SEWERS MUST BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY ENGINEER.
- C. ALL TRENCHES WITHIN THE RIGHT-OF-WAY AND UTILITY EASEMENTS MUST BE COMPACTED AND BACK FILLED IN ACCORDANCE WITH THE CITY SPECIFICATIONS.
- D. SURFACE COURSE AND TACK COAT ARE TO BE APPLIED NO SOONER THAN NINE (9) MONTHS AFTER LEVELING COURSE.
- E. A MINIMUM 10' UTILITY EASEMENT MUST BE SHOWN ON THE RECORD PLAT AND PARALLEL AND IMMEDIATELY ADJACENT TO THE RIGHT-OF-WAY LINE ALLOWING FOR INSTALLATION, OPERATION AND MAINTENANCE OF SEWERS, WATER ELECTRIC AND TELEPHONE CONDUITS AND ANY OTHER PUBLIC OR QUASI-PUBLIC UTILITY.
- F. DEVELOPER MUST BE RESPONSIBLE FOR THE INSTALLATION OF CONDUITS FOR THE FULL WIDTH OF THE PUBLIC RIGHT-OF-WAY AT A DEPTH OF 36" FOR USE BY THE ELECTRIC, TELEPHONE AND CABLE TV SERVICES DEVELOPER MUST COORDINATE WITH RESPECTIVE UTILITY COMPANIES TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES.
- G. SANITARY SEWER LATERALS MUST BE EXTENDED BEYOND THE LIMITS OF THE UTILITY EASEMENTS, BUT NOT TO EXCEED 12' FROM THE RIGHT-OF-WAY LINE.
- H. ALL ELECTRICAL TRANSFORMERS MUST BE LOCATED SO THAT THEY DO NOT INTERFERE WITH THE EXISTING MANHOLES.
- I. THE SANITARY SEWER MUST BE PLACED IN SUCH A MANNER THAT THE SANITARY MANHOLE COVER DOES NOT CONFLICT WITH THE SIDEWALK.

Diagram illustrating a street intersection with various dimensions and labels:

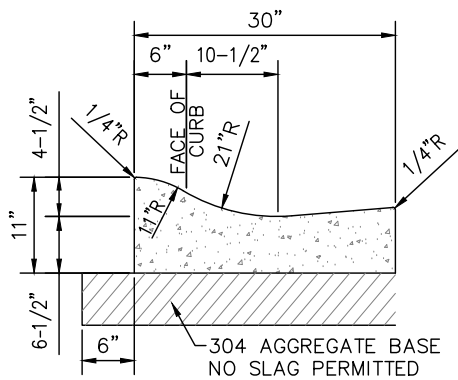
- COLLECTOR STREET
- 90°
- 100' MIN.
- 60'R/W MIN.
- R/W 20'R
- 50'R/W
- SEE SUBDIVISION REGULATIONS (30'R MIN.)
- CONCRETE WALK
- (SEE CHART)
- 700' MAX
- 50'R AT RIGHT-OF-WAY
- 100'R AT R/W
- 43'R AT B/C

	LOCAL	COLLECTOR	ARTERIAL
MINIMUM CENTERLINE GRADES	.50%	.50%	.50%
MAXIMUM CENTERLINE GRADES	10%	7%	4%
MINIMUM LENGTH OF VERTICAL CURVE (SEE NOTE A)	50FT.	50FT.	100FT.
MINIMUM CENTERLINE RADIUS	200FT.	300FT.	400FT.
MINIMUM LENGTH TANGENT BETWEEN CURVES	PER SUBDIVISION REGULATIONS		
MINIMUM BACK-OF-CURB RADIUS	PER SUBDIVISION REGULATIONS		
MINIMUM HORIZONTAL VISIBILITY	100FT.	300FT.	500FT.
MINIMUM STOPPING SIGHT DISTANCE (MEASURED FROM 3.5' EYE-LEVEL TO 6" OBJECT HEIGHT)	PER SUBDIVISION REGULATIONS		
CROSSROAD GRADE-STOP CONDITION-WITHIN 100' OF AN INTERSECTION	2%	2%	2%

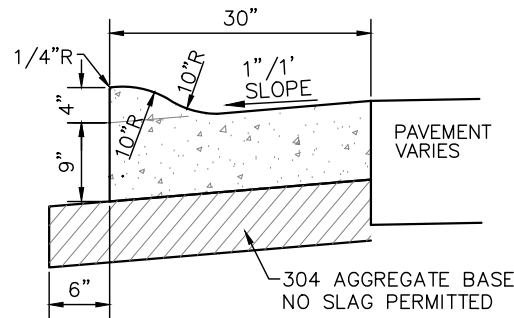
- A. MINIMUM LENGTH OF VERTICAL CURVE CAN BE REDUCED OR ELIMINATED TO ALLOW FOR PROPER DRAINAGE, WITH APPROVAL.
- B. STREET GRADES MUST NOT EXCEED 2% WITHIN A DISTANCE OF 100 FEET FROM AN INTERSECTION WITH ANOTHER STREET CENTERLINE.
- C. THE MAXIMUM LENGTH FOR A CUL-DE-SAC STREET MUST BE 700 FEET FROM CENTER OF THE STREET TO THE CENTER OF THE CUL-DE-SAC UNLESS AUTHORIZED BY THE CITY.



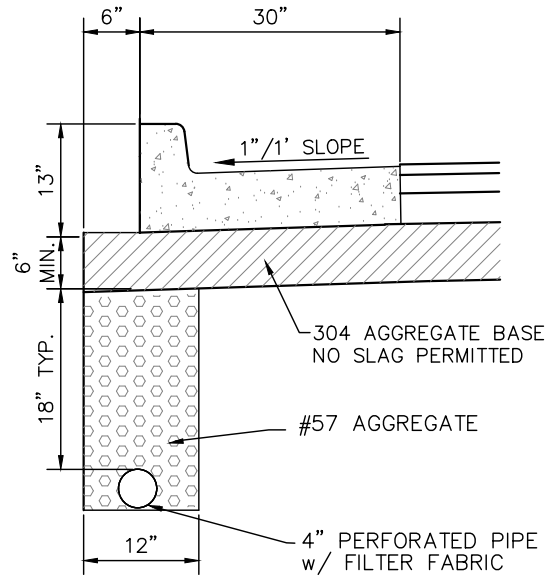
**TYPE 6
BARRIER CURB**



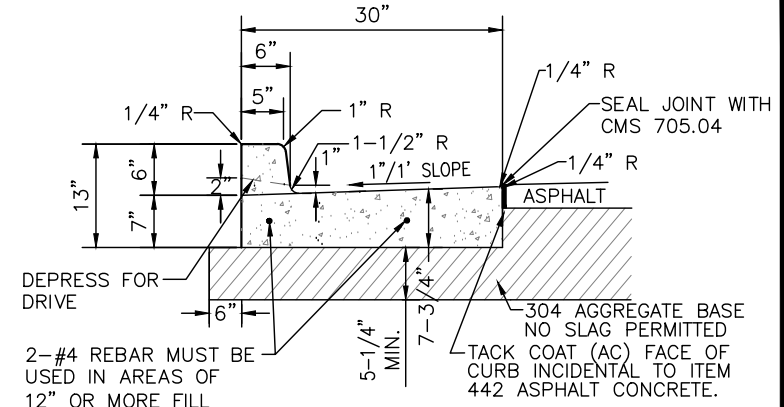
**STANDARD ROLL TYPE
CURB AND GUTTER C-1**



**TYPE 3 COMBINATION
ROLL CURB AND GUTTER**



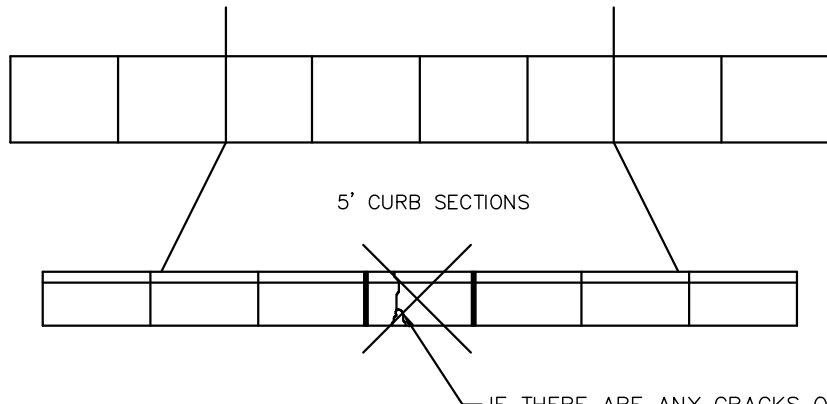
**4" SHALLOW PIPE UNDERDRAIN DETAIL
(AS REQUIRED BY CITY)**



**TYPE 1 COMBINATION
CURB AND GUTTER**

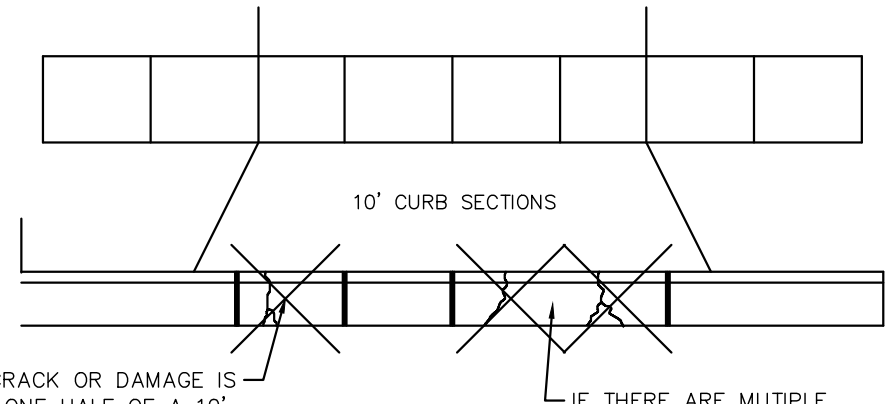
GENERAL NOTES

- CONCRETE AND WORK MUST MEET THE REQUIREMENTS SET FORTH IN ODOT QC MISC. (CEMENT ONLY – NO POZZOLAN MATERIAL)
- CURBING MUST HAVE CONTRACTION JOINTS EVERY 10'.
- MINIMUM OF 6" OF ODOT 304 MUST BE PLACED UNDER CURBING, NO SLAG PERMITTED.
- CURBING MUST BE BACKFILLED IMMEDIATELY AFTER FORMS ARE REMOVED.
- PROVIDE BROOM FINISH AND EDGING TO ALL EXPOSED SURFACES.
- USE APPROVED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES OR OTHER APPROVED METHOD.
- 1/2" PREMOLDED EXPANSION JOINTS MUST BE INSTALLED AT EACH SIDE OF DRIVE APPROACH SECTIONS AND AT P.C. POINTS, AT INTERSECTIONS, AND AT 100' MAX. INTERVALS.
- ALL UNDERGROUND UTILITY LATERALS MUST BE MARKED IN THE TOP OF ALL CURB WHILE IT IS BEING POURED AS FOLLOWS:
"S" - SANITARY LATERAL
"W" - WATER LATERAL
- TYPE 6 CURBS ARE FOR USE AROUND MEDIAN SECTION.
- MINIMUM FLOW LINE SLOPE OF PERFORATED PIPE IS 0.003 FT/FT TO OUTLET.
- DAMAGED CURB MUST BE REPLACED JOINT-TO-JOINT.
- NEW CONSTRUCTION: CURB STAKING REQUIRED AT A MINIMUM 25' STATIONS, ALL PC's, PT's, PVI's, AND CHANGES IN GRADES OR ALIGNMENT.



5' CURB SECTIONS

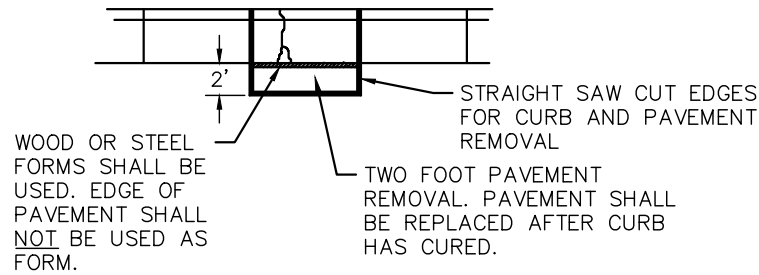
IF THERE ARE ANY CRACKS OR DAMAGE IN A 5' SECTION, THE ENTIRE SECTION SHALL BE REPLACED. NO PARTIAL SECTION REPAIRS SHALL BE PERMITTED.



10' CURB SECTIONS

IF THE CRACK OR DAMAGE IS TOWARD ONE HALF OF A 10' SECTION, ONE HALF OF THE SECTION SHALL BE REMOVED. THE MINIMUM SECTION REMOVED SHALL BE 5'.

IF THERE ARE MULTIPLE CRACKS OR DAMAGE THROUGHOUT A 10' SECTION, THE ENTIRE SECTION SHALL BE REPLACED.





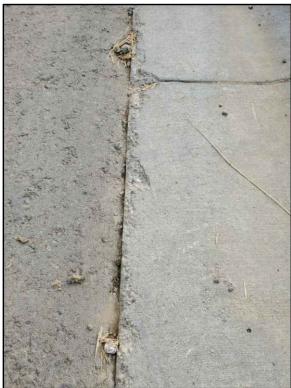
NON CONFORMANCE
TO ADA
SPCIFICATIONS



CRACKS



UNEVEN GRADE
PLACEMENT/UNEVEN
TOP OF GUTTER
PLATE



DAMAGE TO TOP FACE
GUTTER PLATE
BEYOND ASPHALT
SURFACE COURSE
COVERAGE (TYP.)



HEAVE OR LIFTING



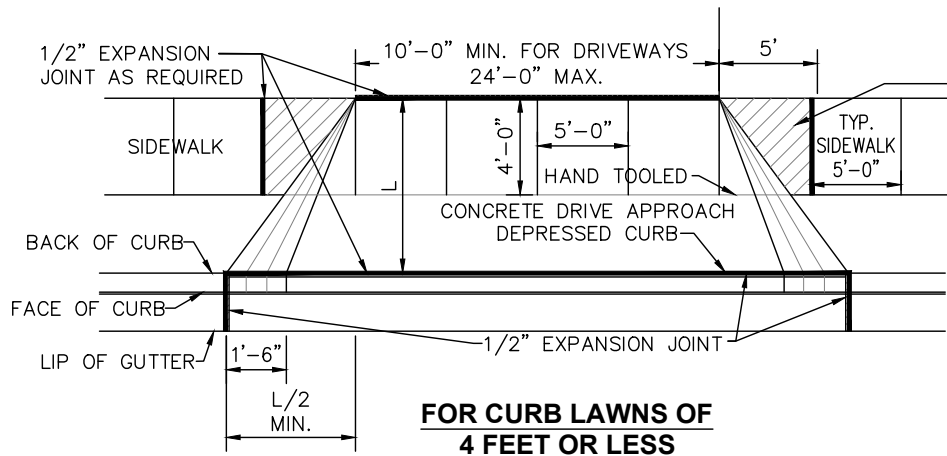
DAMAGE WITH
AGGREGATES EXPOSED



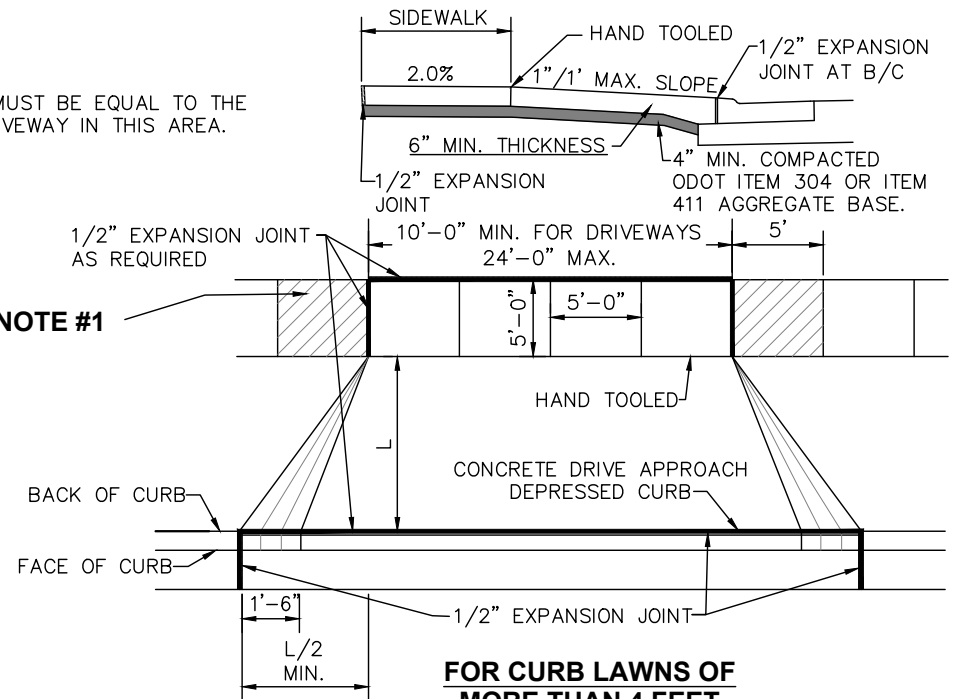
UNEVEN JOINT
PLACEMENT/MATCH

NOTE #1

SIDEWALK THICKNESS MUST BE EQUAL TO THE THICKNESS OF THE DRIVEWAY IN THIS AREA.



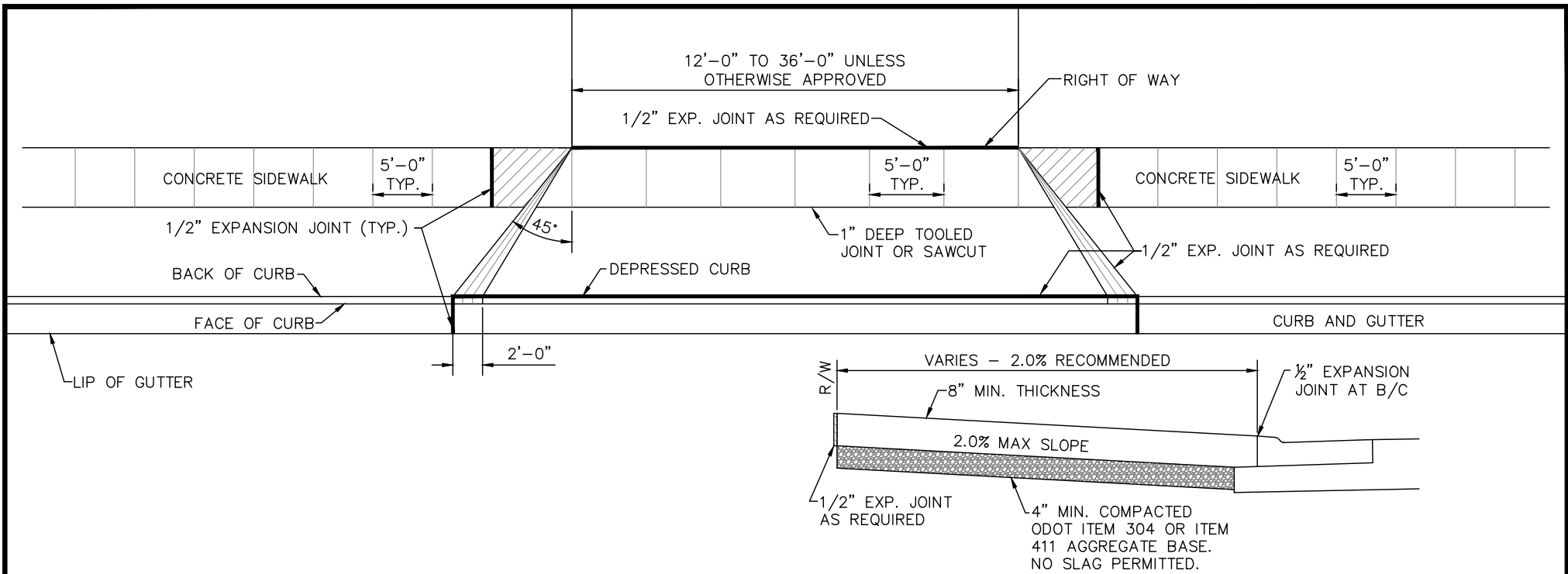
**FOR CURB LAWNS OF
4 FEET OR LESS**

NOTE #1

**FOR CURB LAWNS OF
MORE THAN 4 FEET**

NOTES

- A. DRIVE APPROACHES MUST MEET THE REQUIREMENTS OF ODOT ITEM 452, 499, 608, AND 609 CAST IN-PLACE CONCRETE.
- B. DRIVE APPROACHES MAY BE PLACED MONOLITHICALLY WITH CURB, PROVIDED THAT A 1" DEEP CONTROL JOINT BE TOOLED AT THE B/C
- C. MAXIMUM JOINT SPACING MUST BE 10' LONGITUDINALLY, TRANSVERSELY AND AT TAPERS.
- D. EXPANSION MATERIAL MUST BE 1/2" PREMOLDED, VINYL OR APPROVED EQUAL.
- E. 4" OF COMPACTED ODOT ITEM 304 OR ITEM 411 AGGREGATE BASE MUST BE PLACED UNDER DRIVE APPROACHES. NO SLAG PERMITTED.
- F. PROVIDE BROOM FINISH AND EDGING TO ALL EXPOSED SURFACES.
- G. WHERE CURB AND GUTTER HAS NOT BEEN DROPPED AT DRIVE APPROACHES, THE CONTRACTOR WILL CUT AND REMOVE CURB. (SEE DETAIL)
- H. WHERE ASPHALTIC CONCRETE PAVEMENT IS DISTURBED, THE ASPHALT MUST BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE CITY.
- I. JOINTS MUST BE CLEANED AND EDGED BY A 1/4" RADIUS EDGER. LONGITUDINAL JOINTS MUST BE AS DIRECTED BY THE CITY. EXPANSION JOINTS MUST BE OF SUCH DIMENSIONS AS SHOWN ON STANDARD DRAWINGS FOR CONSTRUCTION JOINTS.
- J. CONCRETE MUST BE QC. 1P.
- K. THIS STANDARD DRAWING IS FOR GUIDELINE PURPOSES. APPLICANT MUST PROVIDE A DRAWING SHOWING THE LOCATION OF THE PROPOSED APPROACH.
- L. DRIVE APPROACHES MUST BE 10' MINIMUM TO 24' MAXIMUM UNLESS OTHERWISE APPROVED BY THE CITY.
- M. ALL NEW CONSTRUCTION OR MODIFICATIONS OF DRIVE APPROACHES REQUIRE A CONCRETE APPROACH, REGARDLESS OF WHETHER THERE IS A SIDEWALK OR NOT. THE NEW APPROACH IS TO GO FROM EDGE OF EXISTING STREET TO RIGHT OF WAY.
- N. DRAINAGE ISSUES WILL HAVE TO BE ADDRESSED, WHEN A DRIVEWAY IS INSTALLED OR MODIFIED.
- O. PRECAUTIONS MUST BE TAKEN TO PROTECT EXISTING CONCRETE, BRICK, ETC. FROM TIRE MARKS AND DAMAGE DURING CONSTRUCTION.
- P. USE APPROVED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES OR OTHER APPROVED METHOD.

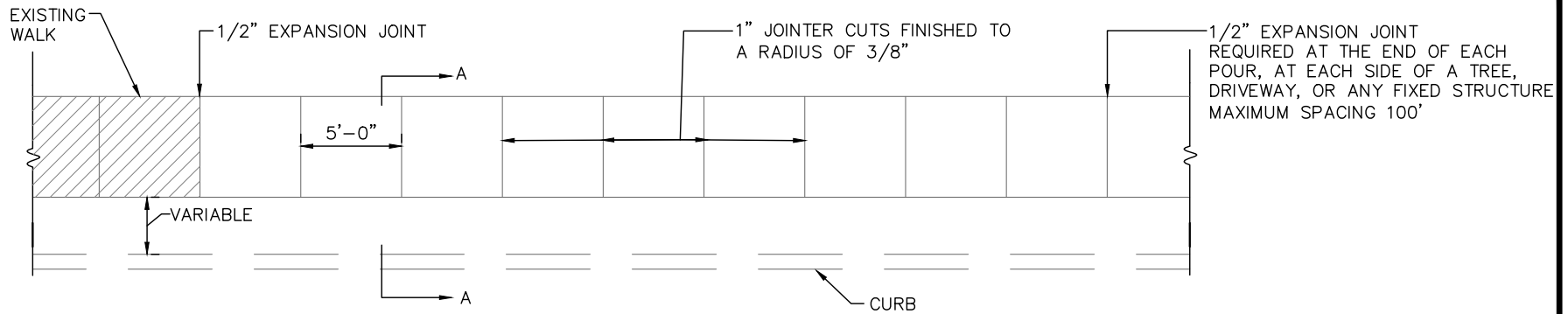


NOTES

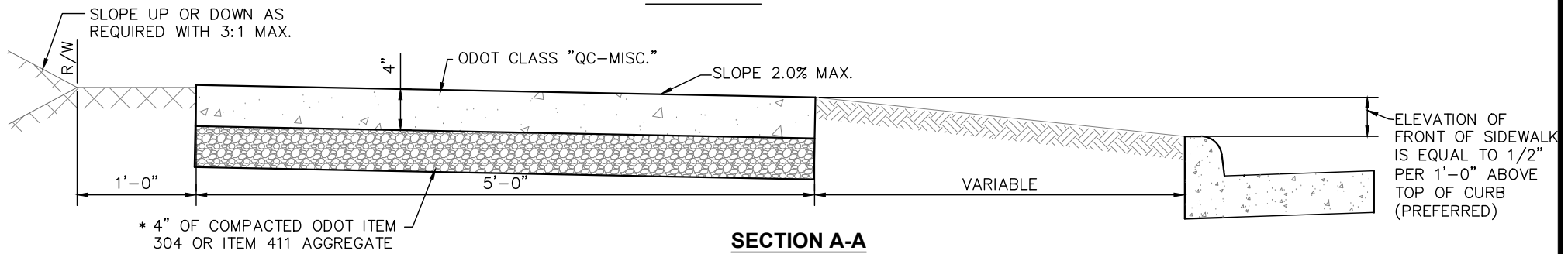
- A. DRIVE APPROACHES MUST MEET THE REQUIREMENTS OF ODOT ITEM 452 AND 499 CAST IN PLACE CONCRETE.
- B. DRIVE APPROACHES MAY BE PLACED MONOLITHICLY WITH CURB. PROVIDING A 1" DEEP CONTROL JOINT TO BE TOOLED AT THE BACK OF CURB.
- C. MAXIMUM JOINT SPACING MUST BE 10' LONGITUDINALLY AND TRANSVERSELY WITH JOINTS AT TAPERS.
- D. EXPANSION MATERIAL MUST BE 1/2" PREMOLDED, VINYL.
- E. 6" OF COMPACTED ODOT ITEM 304 OR ITEM 411 AGGREGATE BASE MUST BE PLACED UNDER DRIVE APPROACHES.
- F. PROVIDE BROOM FINISH AND EDGING TO ALL EXPOSED SURFACES.

- G. WHERE CURB AND GUTTER HAS NOT BEEN DROPPED AT DRIVE APPROACHES, THE CONTRACTOR WILL CUT AND REMOVE CURB (SEE DETAIL).
- H. WHERE ASPHALTIC CONCRETE PAVEMENT IS DISTURBED, THE ASPHALT MUST BE REPLACED BY THE CONTRACTOR AS DIRECTED BY THE CITY.
- I. JOINTS MUST BE CLEANED AND EDGED BY A 1/4" RADIUS EDGER. LONGITUDINAL JOINTS MUST BE AS DIRECTED BY THE CITY. EXPANSION JOINTS MUST BE OF SUCH DIMENSIONS AS SHOWN ON STANDARD DRAWINGS FOR CONSTRUCTION JOINTS.
- J. USE APPROVED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES OR OTHER APPROVED METHOD.
- K. THIS STANDARD DRAWING IS FOR GUIDELINE PURPOSES. APPLICANT MUST PROVIDE A DRAWING SHOWING THE LOCATION OF THE PROPOSED APPROACH.

- L. CONCRETE MUST BE QC. 1P
- M. ALL NEW CONSTRUCTION OR MODIFICATIONS OF DRIVE APPROACHES REQUIRE A CONCRETE APPROACH, REGARDLESS OF WHETHER THERE IS A SIDEWALK OR NOT. THE NEW APPROACH IS TO GO FROM EDGE OF EXISTING STREET TO RIGHT OF WAY OR A MINIMUM OF 10'-0".
- N. DRAINAGE ISSUES WILL HAVE TO BE ADDRESSED, WHEN A DRIVEWAY IS INSTALLED OR MODIFIED.
- O. PRECAUTIONS MUST BE TAKEN TO PROTECT EXISTING CONCRETE, BRICK, ETC. FROM TIRE MARKS AND DAMAGE DURING CONSTRUCTION.

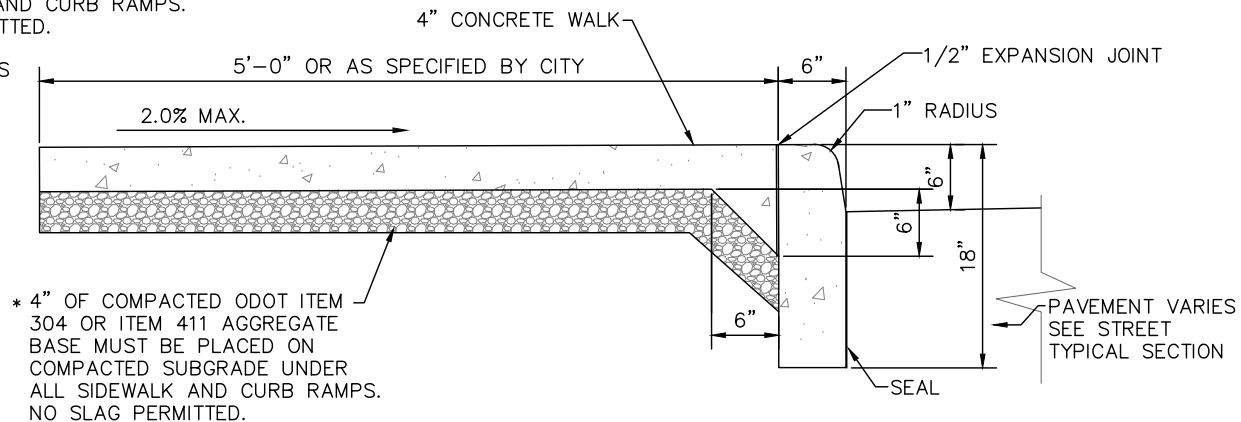


PLAN VIEW



SECTION A-A

* RESIDENTIAL PROPERTIES MAY USE 4" OF SAND



COMBINED CURB AND SIDEWALK DETAIL

NOTES

- A. WALK TO BE POURED ON COMPACTED GRANULAR BEDDING.
- B. PROVIDE BROOM FINISH TO ALL EXPOSED SURFACES.
- C. CONCRETE MUST CONFORM TO ODOT ITEM 499 CONCRETE. CONCRETE WORK MUST CONFORM TO ODOT ITEM 608, UNLESS OTHERWISE SPECIFIED WITHIN.
- D. PROVIDE EDGING AROUND ALL EXPOSED SURFACES.
- E. USE APPROVED CURING COMPOUND IMMEDIATELY AFTER FINISHING SURFACES OR OTHER APPROVED METHOD.
- F. WHEN RENOVATING EXISTING STREETS, THE SIDEWALKS MUST BE REPLACED TO CONFORM WITH CITY CONSTRUCTION STANDARDS AND DRAWINGS.
- G. CONCRETE MUST BE QC. MISC. (CEMENT ONLY—NO POZZOLAN MATERIAL)
- H. ANY DISTURBED PROPERTY PINS MUST BE REESTABLISHED AFTER FINISHING OF SIDEWALK.
- I. NO SLAG IS PERMITTED FOR USE IN THE PUBLIC RIGHT OF WAY.
- J. NO ASPHALT MILLINGS ARE PERMITTED FOR USE IN THE PUBLIC RIGHT OF WAY FOR GRANULAR BASE OR EMBANKMENT.

SIDEWALK JOINTS

- A. GENERAL: CONSTRUCT ISOLATION, CONSTRUCTION, AND CONTRACTION JOINTS, AND TOOL EDGINGS TRUE TO LINE WITH FACES PERPENDICULAR TO SURFACE PLANE OF CONCRETE. CONSTRUCT TRANSVERSE JOINTS AT RIGHT ANGLES TO CENTERLINE, UNLESS OTHERWISE INDICATED.
 - 1. WHEN JOINING EXISTING PAVEMENT, PLACE TRANSVERSE JOINTS TO ALIGN WITH PREVIOUSLY PLACED JOINTS, UNLESS OTHERWISE INDICATED.
- B. CONSTRUCTION JOINTS: SET CONSTRUCTION JOINTS AT SIDE AND END TERMINATION OF PAVEMENT AND AT LOCATIONS WHERE PAVEMENT OPERATIONS ARE STOPPED FOR MORE THAN ONE—HALF HOUR, UNLESS PAVEMENT TERMINATES AT ISOLATION JOINTS.
- C. EXPANSION JOINTS: FORM ISOLATION JOINTS OF PREFORMED JOINT—FILLER STRIPS ABUTTING MANHOLES, STRUCTURES, WALKS, OTHER FIXED OBJECTS, AND WHERE INDICATED. EXPANSION JOINTS MUST NOT BE PLACED AT THE BUILDING FACE UNLESS DIRECTED BY THE CITY.
 - 1. LOCATION OF EXPANSION JOINTS AT INTERVALS OF 100', UNLESS OTHERWISE INDICATED.
 - 2. THE EXPANSION JOINT MATERIAL MUST BE 1/2" VINYL OR OTHER APPROVED (NO FIBER).
- D. CONTRACTION JOINTS: FORM WEAKENED—PLANE CONTRACTION JOINTS, SECTIONING CONCRETE INTO AREAS AS INDICATED IN THE PLANS. CONSTRUCT CONTRACTION JOINTS FOR A DEPTH EQUAL TO AT LEAST ONE—FOURTH OF THE CONCRETE THICKNESS, WHERE INDICATED, AS FOLLOWS:
 - 1. GROOVED JOINTS: FORM CONTRACTION JOINTS AFTER INITIAL FLOATING BY GROOVING AND FINISHING EACH EDGE OF JOINT WITH GROOVER TOOL TO THE FOLLOWING RADIUS. REPEAT GROOVING OF CONTRACTION JOINTS AFTER APPLYING SURFACE FINISHES. ELIMINATE GROOVER OVERFLOW SLURRY MARKS ON CONCRETE SURFACES. QUALITY WORK MUST BE PERFORMED OR THE NEW SIDEWALK WILL BE REMOVED AND REDONE AT THE CONTRACTOR'S EXPENSE. RADIUS TO BE 1/4 INCH (6 MM).
 - 2. SAWED JOINTS WILL NOT BE PERMITTED, WITHOUT PRIOR APPROVAL OF THE CITY.
- E. EDGING: TOOL EDGES OF JOINTS IN CONCRETE AFTER INITIAL FLOATING WITH AN EDGING TOOL TO A RADIUS OF 1/4 INCH (6 MM). REPEAT TOOLING OF EDGES AFTER APPLYING SURFACE FINISHES. ELIMINATE TOOL MARKS (OVERFLOW SLURRY) ON CONCRETE SURFACES.

EXAMPLE: 3/4 INCH TRIP HAZARD



ADJOINING BLOCKS OR PORTIONS THEREOF WHOSE EDGES DIFFER VERTICALLY BY MORE THAN 3/4 INCH.



EXAMPLE: DETERIORATION



ANY SIDEWALK THAT IS DETERIORATED OR SHOWS SURFACE SPALLING, LEAVING IT VERY ROUGH, UNSAFE, OR WITH AGGREGATE PROTRUDING.

EXAMPLE: ABRUPT SLOPE



BLOCKS, OR PORTION OF BLOCKS, THAT CAUSE AN ABRUPT CHANGE OF 1 INCH PER FOOT (OR MORE) IN ANY DIRECTION OF THE SIDEWALK.



EXAMPLE: PLATES, COVERS, ETC.



METAL OR OTHER PLATES, COVERS, OR GRATINGS THAT ARE NOT FLUSH (3/4 INCH OR MORE VERTICAL DIFFERENCE) WITH THE ADJOINING SIDEWALK SURFACE, ARE STRUCTURALLY UNSAFE, OR CAUSE A NUISANCE DUE TO SLIPPERY SURFACES ETC.

EXAMPLE: CRACKS

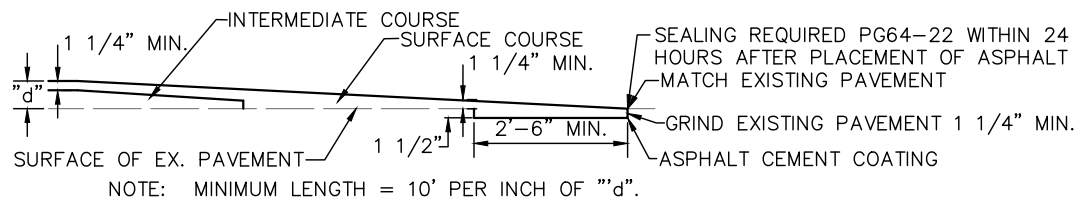


ANY SIDEWALK BLOCK (BASED ON 20 SQ. FT.) HAVING A CRACK OR CRACKS IN IT OF AT LEAST 3/4 INCH WIDE WITH A MINIMUM OF 4 LINEAL FEET IN ONE BLOCK. (VARIOUS SIZE BLOCKS WILL BE EVALUATED PROPORTIONALLY.)

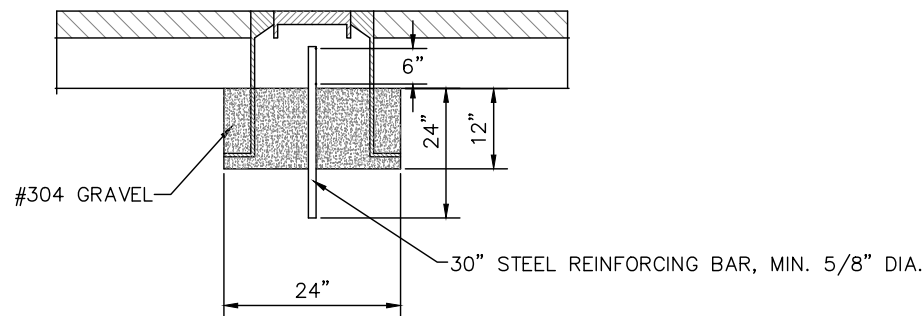


PERMITS, INSPECTION, AND WORK RULES

- A. NO PERSON MAY TEAR UP OR DIG INTO ANY PUBLIC RIGHT-OF-WAY OR STREET FOR THE PURPOSE OF CONSTRUCTING OR REPAIRING THE SIDEWALK, CURBING, OR GUTTERS THEREON OR FOR ANY OTHER PURPOSE, WITHOUT HAVING FIRST OBTAINED A PERMIT FROM THE ENGINEERING DEPARTMENT TO DO SO.
- B. THE CONTRACTOR MUST CALL THE CITY FOR AN INSPECTION AT LEAST 24 HOURS BEFORE HE PLANS TO POUR THE CONCRETE. THE CONTRACTOR OR HIS FOREMAN MUST BE ON THE JOB WHEN THE INSPECTOR ARRIVES. IF, BECAUSE OF WEATHER CONDITIONS OR FOR SOME OTHER REASON, IT WILL NOT BE POSSIBLE TO HAVE A PERSON ON THE JOB, THE CONTRACTOR IS REQUIRED TO CALL AND CANCEL THE INSPECTION.
- C. THE CONTRACTOR IS CAUTIONED AGAINST ORDERING CONCRETE BEFORE THE INSPECTION IS MADE DUE TO POSSIBLE CORRECTION OF FORMS OR GRADE.
- D. THE CONTRACTOR MUST PROVIDE PROTECTION AND TRAFFIC CONTROL BARRICADES, LIGHTS, SIGNS, AND OTHER DEVICES AS HEREIN SPECIFIED TO PROVIDE WARNING AND PROTECTION FOR VEHICULAR TRAFFIC, PEDESTRIANS, AND THE WORK DURING THE REMOVAL, CONSTRUCTION AND CURING OF SIDEWALK, CURB AND GUTTER, AND DRIVEWAY APRONS.
- E. THE CONTRACTOR WILL BE RESPONSIBLE FOR AN IMMEDIATE REMOVAL AND CLEANUP OF ALL EXCAVATED MATERIAL. NO EXCAVATED MATERIAL MAY BE STORED ON THE PAVEMENT.
- F. ALL CONTRACTORS INSTALLING NEW CURB ARE CAUTIONED THAT IT IS THEIR RESPONSIBILITY TO REPAIR THE STREET PER CITY SPECIFICATIONS BEFORE REMOVING YOUR BARRICADES.



BUTT JOINT DETAIL

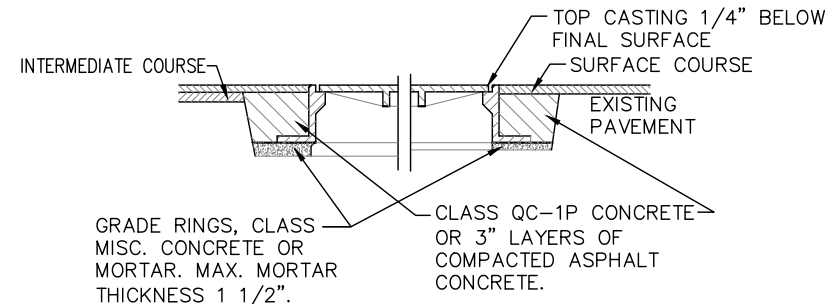


SURVEY MONUMENT DETAIL, IF REQUIRED

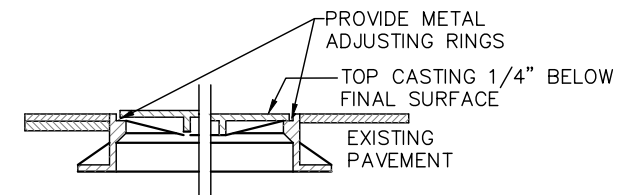
NOTES

- IF REQUIRED, MONUMENT BOXES MUST BE SET PRIOR TO THE LAYING OF ODOT ITEM 448 ASPHALT UNLESS OTHERWISE PREAPPROVED.
- MONUMENT ASSEMBLIES MUST BE NEENAH R-1978-A2 OR EAST JORDAN 8375.
- MONUMENT BOXES MUST MEET THE REQUIREMENTS OF ODOT ITEM 604 UNLESS OTHERWISE SPECIFIED WITHIN.

MANHOLES ADJUSTED TO GRADE FOR OVERLAYS



USING CONCRETE OR MORTAR



USING METAL ADJUSTING RINGS

NOTES

METAL ADJUSTING RINGS MUST:

- ATTACH SECURELY TO THE EXISTING FRAME BY TACK WELD OR MECHANICAL DEVICES.
- CONSIST EITHER OF CAST METAL HAVING AN INTEGRAL RIM AND SEAT, OR BE FABRICATED METAL WITH A STURDY CONNECTION BETWEEN THE SEAT AND RIM.
- PROVIDE AN EVEN SEAT FOR THE MANHOLE COVER.
- MUST BE A TYPE DESIGN ACCEPTABLE TO THE CITY, ADJUSTABLE DIAMETER RINGS WILL NOT BE ACCEPTED.
- ANY INSTALLATION UNACCEPTABLE TO THE CITY MUST BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

GENERAL

- A. ALL STREET CONSTRUCTION MUST BE IN ACCORDANCE WITH ODOT SPECIFICATIONS, LATEST REVISION.
- B. CONTRACTOR MUST APPLY FOR NECESSARY PERMITS, FEES, ETC. WITH THE CITY BEFORE CONSTRUCTION OR DEMOLITION BEGINS.

PAVEMENT REPLACEMENT

- A. IMMEDIATELY AFTER PLACEMENT OF BACKFILL IN EXISTING STREETS, A TEMPORARY PAVEMENT MUST BE INSTALLED AND THE STREET OPENED. TEMPORARY PAVEMENT MUST CONSIST OF 8" OF COMPACTED ODOT SPECIFICATION 304 BASE AND A SURFACE COURSE APPROVED BY THE CITY. THE SURFACE MUST BE KEPT FLUSH WITH THE EXISTING STREET.
- B. PERMANENT PAVEMENT REPLACEMENT MUST BE EQUAL TO OR EXCEED THE EXISTING PAVEMENT. (MINIMUM PAVEMENT COMPOSITION, SEE PAGE 300-2).
- C. ANY SETTLEMENT OF A TRENCH CAUSING A DEPRESSION MUST BE REFILLED AS REQUIRED BY THE CITY AT THE CONTRACTOR'S EXPENSE. THIS PROVISION APPLIES FOR A ONE-YEAR PERIOD AFTER WORK IS ACCEPTED BY THE CITY.
- D. ALL TEMPORARY PAVEMENT AND SIDEWALK MUST BE MAINTAINED BY THE CONTRACTOR OR DEVELOPER AT HIS OWN EXPENSE IN A SUITABLE AND SAFE CONDITION FOR TRAFFIC UNTIL PERMANENT REPLACEMENT IS MADE OR THE PROJECT IS FINALLY ACCEPTED BY THE CITY. COLD PATCH ALL TRENCHES A MINIMUM OF 3" WHEN FINAL ASPHALT WILL NOT BE REPLACED WITHIN 24 HOURS.

TRAFFIC CONTROL

- A. THE CONTRACTOR MUST MAINTAIN TRAFFIC CONTROL AT ALL TIMES WITH THE PROPER BARRICADES AS PER THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THESE CONTROL DEVICES MUST BE IN PLACE PRIOR TO ANY WORK COMMENCING.
- B. ALL TRAFFIC CONTROL MUST CONFORM TO ODOT MT-101.90.
- C. TRAFFIC CONTROL ITEMS MUST BE MAINTAINED AT ALL TIMES.

CURB STAKING AND ROADWAY

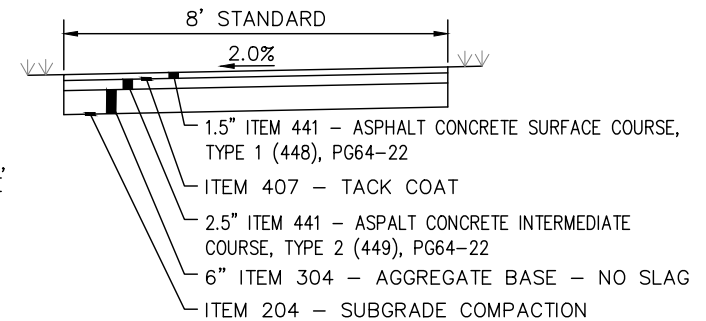
- A. LINE AND GRADE EVERY 25' ON A CONVENIENT OFFSET.

PAVEMENT (ASPHALT)

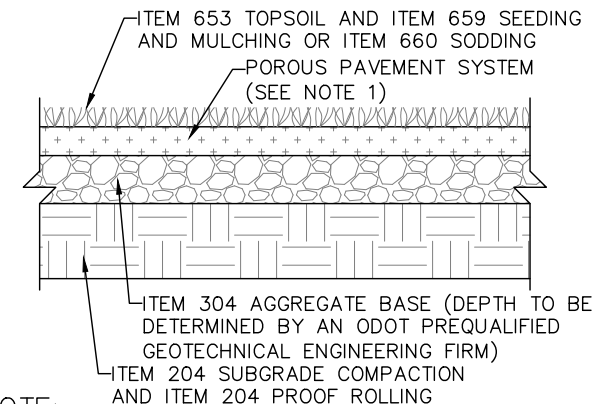
- A. THE CONTRACTOR MUST PROVIDE THE CITY WITH A COPY OF THE ODOT JOB MIX FORMULA FOR EACH PLANT THAT PROVIDES HOT MIXED ASPHALT TO THIS PROJECT. ALL MIXES MUST FOLLOW ODOT JOB MIX FORMULA. NO WARM MIX TYPES PERMITTED.
- B. ALL WORK MUST ADHERE TO ODOT'S LATEST REVISIONS AND TO THE CITY SPECIFICATIONS WHICHEVER IS MORE STRINGENT MUST PREVAIL UNLESS OTHERWISE APPROVED.
- C. PATCHED AREAS MUST BE SEALED ON THE PERIMETER OF THE PATCH WITH ASPHALT CEMENT.
- D. ALL UTILITY ADJUSTMENTS -- MANHOLE, WATER VALVE, ETC., -- MUST BE RAISED TO FINISHED GRADE BEFORE THE FINAL ASPHALT COURSE IS LAID.
- E. ASPHALT CEMENT MUST BE PLACED ON THE FACE OF GUTTER PRIOR TO THE ASPHALT BEING PLACED.
- F. TACK COAT MUST BE APPLIED PRIOR TO THE PLACEMENT OF ANY ASPHALT AND MUST MEET ODOT MINIMUM SPECIFICATIONS.
- G. PRIME COAT MUST BE APPLIED ON NEW AGGREGATE WHEN TEMPERATURE IS 50°F OR HIGHER. UNLESS OTHERWISE APPROVED. PLACEMENT/USE OF PRIME IS THE CITY'S DECISION.
- H. NO ASPHALT MAY BE PLACED OVER EXCAVATED TRENCHES UNLESS TRENCHES HAVE BEEN COMPACTED AS PER CITY SPECIFICATIONS.
- I. FINAL LIFT OF ASPHALT MUST BE FINISHED TO 1/8"-1/4" ABOVE THE LIP OF GUTTER.
- J. ASPHALT CEMENT MUST BE USED ON ALL JOINTS AND FEATHERED SURFACES PRIOR TO PLACEMENT OF THE NEXT COURSE OF ASPHALT TO THE ABUTTING JOINT, UNLESS OTHERWISE APPROVED.
- K. ALL EDGES TO BE TRIMMED BACK TO SOLID MATERIAL BY SAWING AND BE STRAIGHT AND NEAT AS PER THE CITY'S INSTRUCTIONS.
- L. NO ASPHALT MAY BE LAID UNLESS THE CITY IS GIVEN 24 HOUR PRIOR NOTICE AND THE AMBIENT AIR AND SURFACE TEMPERATURE MEETS THE MINIMUM ODOT REQUIREMENTS.

STRIPING

- A. ALL PERMANENT PAVEMENT MARKINGS MUST CONFORM TO ODOT 644 THERMOPLASTIC UNLESS OTHERWISE APPROVED BY THE CITY.
- B. LAYOUT MUST CONFORM TO THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (O.M.U.T.C.D) LATEST EDITION.



BIKEWAY DETAIL



NOTE:

1. POROUS PAVEMENT SYSTEM SHALL BE AS MANUFACTURED BY THE FOLLOWING COMPANIES OR APPROVED EQUAL:

GRASSPAVE²
INVISIBLE STRUCTURES, INC.
(303) 233-8383

GRASSCRETE
BOMANITE CORPORATION
(303) 369-1115

GEOBLOCK
PRESTO PRODUCTS COMPANY
(800) 548-3424

EZ-ROLL GRASS PAVERS
NDS
(888) 825-4716

SECTION THRU EMERGENCY ACCESS ROAD

PERMIT REQUIRED

A RIGHT-OF-WAY EXCAVATION PERMIT FOR ANY DIGGING OR EXCAVATION WITHIN A PUBLIC RIGHT-OF-WAY FOR ANY STREET OR ALLEY IS REQUIRED 48 HOURS IN ADVANCE OF THE WORK. IN THE EVENT OF AN EMERGENCY, THE PERMIT APPROVAL REQUIREMENT SHALL BE WAIVED AND THE PROPER APPLICATION MUST BE SUBMITTED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF THE FIRST WORKING WEEKDAY AFTER THE START OF WORK. AN EMERGENCY IS DEFINED AS A REPAIR REQUIRED TO PROVIDE SERVICE TO UTILITY CUSTOMERS OR TO MITIGATE A HAZARD, WHICH THREATENS PUBLIC HEALTH OR SAFETY.

PERMIT FORMS ARE AVAILABLE FROM THE CITY PUBLIC WORKS DEPARTMENT. THE PERMIT FORM IS TO BE COMPLETED BY THE PERSON OR FIRM PLANNING THE WORK WITHIN THE RIGHT-OF-WAY. ALL FEES MUST BE PAID AND APPROVALS OBTAINED BEFORE ANY WORK IS STARTED. A 72 WORKING HOUR LEAD-TIME IS RECOMMENDED. A PERMIT FEE WILL BE REQUIRED OF EACH APPLICANT.

WORK REQUIREMENTS

THE APPLICANT MUST HAVE SUFFICIENT BARRICADES, WARNING SIGNS, AND LIGHTS DURING THE ENTIRE PERIOD THAT WORK IS BEING PERFORMED AND MUST ADHERE TO APPLICABLE SECTION OF THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND RESPONSIBLE FOR MAINTENANCE AND CORRECTIONS AS NEEDED.

ALL DISTURBED AREAS MUST BE RETURNED TO A CONDITION THAT IS AS GOOD AS OR BETTER THAN THE CONDITION BEFORE THE WORK BEGAN. ALL REPAIRS MUST MEET CITY SPECIFICATIONS. THE CITY WILL INSPECT AND APPROVE ALL REPAIRS. THE BOND WILL BE RETURNED AFTER ALL REPAIRS ARE APPROVED, IF APPLICABLE.

FOR CLOSURE OF ARTERIALS OR BUSY COLLECTORS THE CITY RESERVES THE RIGHT TO DIRECT CONTRACTOR TO CLOSE THE STREET DURING OFF-PEAK TRAFFIC HOURS. CLOSURE MAY OCCUR AT NIGHT OR ON WEEKENDS. CONTRACTOR MUST PROVIDE ALL TRAFFIC CONTROL ASSOCIATED WITH ROAD CLOSURE.

EFFORTS MUST BE MADE TO MINIMIZE ANY DISTURBANCE TO TREES OR ROOTS. EXCAVATION CAUSING DAMAGE TO TREES WILL RESULT IN THE REMOVAL AND REPLACEMENT BY THE CONTRACTOR.

WHEN WORK ON RIGHT-OF-WAY OPENINGS RESTRICTS ACCESS TO PRIVATE PROPERTIES, OR OTHERWISE HAS A DIRECT IMPACT ON PRIVATE PROPERTIES IN THE OPINION OF THE ENGINEER, THE APPLICANT MUST NOTIFY ALL AFFECTED PROPERTY OWNERS IN WRITING, AND PROVIDE A COPY OF THE NOTIFICATION AND A MAILING LIST, PRIOR TO THE ENGINEERING DEPARTMENT ISSUING A PERMIT.

ALL CONTRACTORS WHO PERFORM WORK REQUIRING ENTRY INTO ANY CONFINED SPACE OF A CITY-OWNED UTILITY MUST COMPLY WITH THE CITY'S CONFINED SPACE ENTRY PROCEDURES AND IN ACCORDANCE WITH ALL OSHA REGULATIONS, IF APPLICABLE, AND APPROVAL FROM THE CITY.

MATERIAL SPECIFICATION

ALL WORK MUST BE IN ACCORDANCE WITH THE ATTACHED DRAWINGS AND SPECIFICATIONS AND APPROVED BY THE ENGINEERING DEPARTMENT PRIOR TO COMMENCEMENT OF WORK.

STREET OPENINGS – THE MATERIAL USED TO FILL IN A DITCH OR HOLE MUST BE ODOT ITEM 603 GRANULAR MATERIAL (# 304, # 411) OR ODOT ITEM 613 LOW STRENGTH MORTAR BACKFILL AS DIRECTED BY THE CITY. OTHER APPROVED GRANULAR MATERIALS MAY BE USED ONLY UPON THE CONTRACTOR RECEIVING PRIOR WRITTEN APPROVAL FROM THE ENGINEERING DEPARTMENT IF EXTENUATING CIRCUMSTANCES EXIST. NO SLAG OR ASPHALT MILLINGS MAY BE PERMITTED.

PLACE A MAXIMUM OF 12 INCHES OF ODOT TYPE 603 BACKFILL ABOVE THE TOP OF A PIPE.

FOR RIGHT-OF-WAY OPENINGS BEYOND THE LIMITS OF THE PAVEMENT THE BACKFILL MUST BE IN ACCORDANCE WITH THE ATTACHED DRAWINGS AND SPECIFICATIONS. ASPHALT SURFACE – ASPHALT SURFACE MUST BE PLACED TO A DEPTH AS STATED IN ITEM 3, PAVEMENT RESTORATION, AS DETAILED IN THE ATTACHED SPECIFICATIONS.

CONSTRUCTION

REPAIR AREAS MUST BE RECTANGULAR IN SHAPE WITH DIMENSIONS AS REQUIRED TO ENVELOP SURFACE DETERIORATION. AT THE DIRECTION OF THE CITY THE LIMITS OF THE REPAIRED PAVEMENT MAY BE EXTENDED AS DEEMED NECESSARY. PAVEMENT MUST BE REMOVED BY METHODS THAT WILL NOT DAMAGE ADJACENT PAVEMENT.

ALL JOINTS AND VERTICAL FACES MUST BE SAW CUT, CLEANED AND COATED WITH ASPHALT CONCRETE (TACK COAT) PRIOR TO PLACEMENT OF BITUMINOUS CONCRETE.

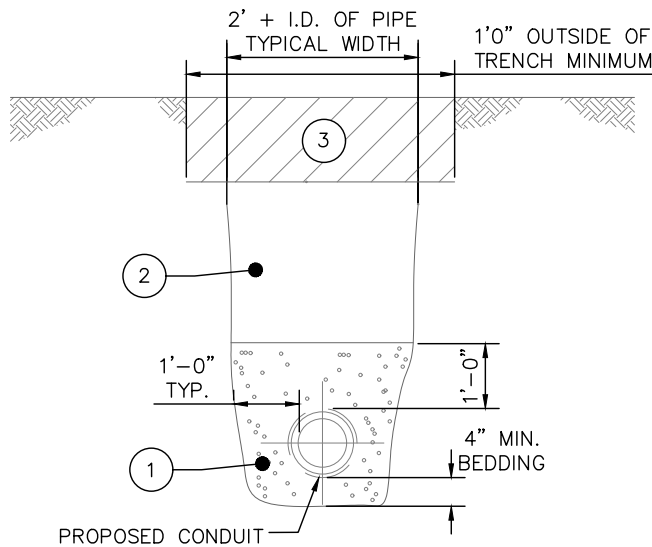
ALL BUTT JOINTS MUST BE SEALED WITH AN ASPHALT SEALER AFTER THE FINAL SURFACE MATERIAL IS PLACED. UNLESS OTHERWISE APPROVED BY THE CITY.

IF LOW STRENGTH MORTAL BACKFILL IS USED, THE LOW STRENGTH MORTAR BACKFILL MUST BE BROUGHT UP UNIFORMLY TO THE FILL LINE SHOWN ON THE PLANS OR TO THE BOTTOM OF THE EXISTING GRAVEL BASE.



STREET CUT AND RIGHT-OF-WAY OPENING STANDARD DRAWINGS AND SPECIFICATIONS

REVISIONS: 01/29/2021	DATE APPROVED: 01/30/2020
	PAGE No. 300-16



TRENCH DETAIL

1. BEDDING

GRANULAR BEDDING MATERIAL MUST BE CRUSHED STONE OR GRAVEL COMPLYING WITH ODOT ITEM 603 TYPE 2 BEDDING (#57 OR # 411). BEDDING MUST EXTEND 4" BELOW THE CONDUIT. BEDDING MATERIAL MUST EXTEND 12" ABOVE THE TOP AND TO EACH SIDE OF THE CONDUIT. USE SHOVEL SLICING AND SPUD BARS IN CONJUNCTION WITH THE COMPACTION OPERATIONS TO COMPACT THE MATERIAL AND TO MANIPULATE THE MATERIAL UNDER THE HAUNCH OF THE PIPE.

2. BACKFILL

ALL TRENCH EDGES WITHIN THE STREET RIGHT-OF-WAY, MUST BE BACKFILLED WITH EITHER ODOT ITEM 603 GRANULAR BACKFILL MATERIAL (#304, #411, OR OTHER APPROVED METHOD) OR ODOT ITEM 613 LOW STRENGTH MORTAR BACKFILL, AS DIRECTED BY THE CITY. NO SLAG IS PERMITTED.

- GRANULAR MATERIAL MUST BE PLACED IN MAXIMUM 6" LIFTS. FOR GRANULAR EMBANKMENT AND STRUCTURAL BACKFILL, COMPACT EACH LIFT OF MATERIAL USING MECHANICAL DEVICES, HOE RAMS, JUMPING JACKS, HAND DEVICES, VIBRATING PLATES, OR OTHER SIMILAR EQUIPMENT. COMPACTION REQUIREMENTS MUST BE 98% OF STANDARD PROCTOR CURVE.
- LOW STRENGTH MORTAR BACKFILL MUST BE FURNISHED AND PLACED AS PER ODOT ITEM 613.

ALL TRENCH EDGES NOT WITHIN THE STREET RIGHT-OF-WAY, CAN BE BACKFILLED WITH CLEAN NATIVE MATERIAL COMPACTED IN 12 INCH LIFTS. MATERIAL MUST BE COMPACTED TO 85% OF THE ORIGINAL COMPACTION. NO MATERIAL MAY BE USED FOR BACKFILLING THAT CONTAINS GRANULAR MATERIAL, ROCK OR STONE GREATER THAN 4 INCHES IN DIAMETER.

3. PAVEMENT RESTORATION

IN PAVED AREAS WITHIN THE STREET RIGHT-OF-WAY THE PAVEMENT AND AGGREGATE BASE COMPOSITION MUST BE PROVIDED EQUAL TO THE EXISTING PAVEMENT BUT IN NO CASE MAY THE COMPOSITION BE LESS THAN THE FOLLOWING:

- 1-1/2" OF ODOT SURFACE COURSE, TYPE 1
- 3-1/2" OF ODOT INTERMEDIATE COURSE, TYPE 2
- 8" OF ODOT ITEM 304 AGGREGATE BASE

IN ALLEYS AND DRIVEWAYS OUTSIDE OF THE STREET RIGHT-OF-WAY THE REPLACEMENT OF PAVEMENT AND/OR AGGREGATE MUST BE EQUAL TO THE EXISTING ALLEYWAY OR DRIVEWAY COMPOSITION. IF THE PERMANENT ASPHALT CANNOT BE APPLIED WITHIN 48 HOURS OF THE INITIAL REPAIR. ODOT ITEM 405 OR COLD PATCH MUST BE APPLIED TO THE TRENCH SURFACE. MINIMUM THICKNESS OF THE COLD PATCH MATERIAL MUST BE 3 INCHES. SAID MATERIAL MUST BE REMOVED PRIOR TO THE PLACEMENT OF ODOT ITEM 448, UNLESS OTHERWISE APPROVED.

CONCRETE RESTORATION

ALL CONCRETE DRIVEWAYS, DRIVE APPROACHES, AND SIDEWALKS WITHIN THE STREET RIGHT-OF-WAY, MUST BE REPLACED WITH THE FOLLOWING:

SIDEWALKS -- MINIMUM THICKNESS OF 4" INCHES OF CONCRETE

- MATCH ORIGINAL WIDTH OF SIDEWALK
- MINIMUM WIDTH OF 5' REQUIRED
- DRIVEWAYS AND DRIVE APPROACHES:
RESIDENTIAL: MINIMUM THICKNESS OF 6" OF CONCRETE
BUSINESS & INDUSTRIAL: MINIMUM THICKNESS OF 8" OF CONCRETE

ALL CONCRETE DRIVEWAYS, DRIVE APPROACHES, AND SIDEWALKS OUTSIDE OF THE STREET RIGHT-OF-WAY MUST BE REPLACED EQUAL TO THE EXISTING MATERIAL COMPOSITION.

COMPACTION GUIDELINES

THE CONTRACTOR MAY OPERATE SMALL COMPACTION EQUIPMENT WITH LESS THAN A TOTAL WEIGHT OF 1 TON OVER THE CONDUIT TO COMPACT THE BACKFILL. DO NOT USE HOE RAMS ON TOP OF THE CONDUIT UNTIL 2' OF BACKFILL IS COMPACTED ON TOP OF THE CONDUIT. THE CONTRACTOR MAY OPERATE COMPACTION EQUIPMENT WITH LESS THAN A TOTAL WEIGHT OF 8 TONS, BUT MORE THAN 1 TON, OVER THE CONDUIT AFTER PLACING AND COMPACTING 2' OF BACKFILL. DO NOT OPERATE EQUIPMENT WITH A TOTAL WEIGHT OF 8 TONS OR MORE UNTIL PLACING AND COMPACTING A COVER OF 4' OVER THE TOP OF THE CONDUIT IN AREAS OF MORE THAN 2' OF EMBANKMENT. EMBANKMENT MUST BE PLACED TO A DEPTH OF NO LESS THAN 1' FROM FINISH GRADE PRIOR TO ANY UTILITY PLACEMENT. THE ABOVE RESTRICTIONS APPLY WHEN WORKING WITHIN ONE SPAN ON EACH SIDE OF THE CONDUIT, OR 6', WHICHEVER IS LESS.

ALL TRENCHES AND EXCAVATIONS MUST BE BACKFILLED IMMEDIATELY AFTER THE PLACEMENT OF THE CONDUIT, UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER. UNDER NO CIRCUMSTANCES MAY WATER BE PERMITTED TO RISE IN UNBACKFILLED TRENCHES AFTER THE CONDUIT HAS BEEN PLACED.

AGGREGATE BASE, ASPHALT, CONCRETE AND SUBGRADE TESTING

AN INDEPENDENT CERTIFIED TESTING LABORATORY ACCEPTABLE TO THE CITY IS TO BE USED BY THE CONTRACTOR TO PERFORM THE REQUIRED TESTING, WHEN SO DIRECTED BY THE CITY. THE LAB MUST PROVIDE THE CITY WITH ONE COPY OF ALL TEST RESULTS, INSPECTION LOGS, ETC.

1) ASPHALT – ONE TEST SAMPLE PER TYPE, PER PAVED LAYER OR PAVER PASS, PER DAY.

- a. TEST – GRADATION AND EXTRACTION TO DETERMINE BITUMEN CONTENT BASED ON SUBMITTED JOB MIX FORMULA.
- b. THE ENGINEER MAY REQUIRE ADDITIONAL ASPHALT SAMPLES BY TYPE, PER PAVED LAYER OR PAVER PASS.

2) CONCRETE

- a. CURBING – ONCE DAILY DURING PLACEMENT
- b. DRIVEWAY – ONCE DAILY DURING PLACEMENT
- c. SIDEWALK – ONCE DAILY DURING PLACEMENT
- d. TESTING REQUIRED
 - i. SLUMP TEST
 - ii. AIR ENTRAINMENT
 - iii. CONCRETE TEST CYLINDERS FOR COMPRESSION STRENGTH TESTING AT 7 DAYS, 14 DAYS, AND 28 DAYS
- e. THE ENGINEER MAY REQUIRE ADDITIONAL SAMPLES OF CONCRETE FOR CURB, DRIVEWAY OR SIDEWALK.

3) AGGREGATE BASE AND STREET SUB-GRADE

a. STREET SUB-GRADE

- i. COMPACTION / DENSITY TESTING USING "ONE POINT" PROCTOR" AT 98%
- ii. A MAXIMUM OF 100' INTERVALS OUTSIDE OF ALL UTILITY TRENCHES IN UNDISTURBED SOILS, ALTERNATING SIDES OF THE STREET.
- iii. ODOT 204 STANDARD PROOF ROLL.
- iv. A MINIMUM OF 20' FROM START AND END OF WORK AREA.
- v. A MINIMUM OF 3' FROM THE PROPOSED CURB-LINE.

b. AGGREGATE BASE

- i. COMPACTION / DENSITY TESTING USING STANDARD MATERIAL PROCTOR AT 98%
- ii. A MINIMUM OF 20' FROM START AND END OF WORK AREA.
- iii. A MAXIMUM OF 100' INTERVALS ALTERNATING SIDES OF THE STREET.
- iv. A MINIMUM OF 3' FROM THE PROPOSED CURB-LINE.
- v. ODOT 204 STANDARD PROOF ROLL.
- c. THE ENGINEER MAY REQUIRE ADDITIONAL COMPACTION / DENSITY TESTING IN INTERSECTIONS, FILL AREAS OR IN AREAS OF UNDERCUTTING.
- d. SCALPING SHALL FOLLOW ODOT 201.04 SPECIFICATIONS.
- e. EMBANKMENT SHALL FOLLOW ODOT 203 SPECIFICATIONS (NO SLAG OR ASPHALT MILLINGS PERMITTED).

4) DRIVEWAYS AND SIDEWALK AREAS WHERE EMBANKMENT HAS BEEN PLACED OR UNDERCUTTING HAS OCCURRED AT THE DISCRETION OF THE ENGINEER.

a. COMPACTION / DENSITY TESTING USING STANDARD MATERIAL PROCTOR AT 98%

b. SIDEWALKS, AS DIRECTED

- i. A MINIMUM OF 10' FROM START AND END OF WORK AREA.
- ii. A MAXIMUM OF 100' INTERVALS

c. DRIVEWAYS, AS DIRECTED

- i. ONE PER AREA

COMPACTION GUIDELINES

THE CONTRACTOR MAY OPERATE SMALL COMPACTION EQUIPMENT WITH LESS THAN A TOTAL WEIGHT OF 1 TON OVER THE CONDUIT TO COMPACT THE BACKFILL. DO NOT USE HOE RAMS ON TOP OF THE CONDUIT UNTIL 2' OF BACKFILL IS COMPACTED ON TOP OF THE CONDUIT. THE CONTRACTOR MAY OPERATE COMPACTION EQUIPMENT WITH LESS THAN A TOTAL WEIGHT OF 8 TONS, BUT MORE THAN 1 TON, OVER THE CONDUIT AFTER PLACING AND COMPACTING 2' OF BACKFILL. DO NOT OPERATE EQUIPMENT WITH A TOTAL WEIGHT OF 8 TONS OR MORE UNTIL PLACING AND COMPACTING A COVER OF 4' OVER THE TOP OF THE CONDUIT. IN AREAS OF MORE THAN 2' OF EMBANKMENT/ EMBANKMENT MUST BE PLACED TO A DEPTH OF NO LESS THAN 1' FROM FINISH GRADE PRIOR TO ANY UTILITY PLACEMENT. THE ABOVE RESTRICTIONS APPLY WHEN WORKING WITHIN ONE SPAN ON EACH SIDE OF THE CONDUIT, OR 6', WHICHEVER IS LESS.

ALL TRENCHES AND EXCAVATIONS MUST BE BACKFILLED IMMEDIATELY AFTER THE PLACEMENT OF THE CONDUIT, UNLESS DIRECTED OTHER WISE BY THE CITY ENGINEER. UNDER NO CIRCUMSTANCES MAY WATER BE PERMITTED TO RISE IN UNBACKFILLED TRENCHES AFTER THE CONDUIT HAS BEEN PLACED.

PERMIT TO CLOSE STREET/ALLEY

1. NO STREET, ALLEY, PARKING LANE, OR SIDEWALK MAY BE BLOCKED WITHOUT THE CITY FIRST APPROVING A PERMIT. APPLICATIONS FOR A PERMIT CAN BE OBTAINED AT THE CITY OF MONROE ENGINEERING OR PUBLIC WORKS DEPARTMENTS.
2. APPLICATIONS FOR A PERMIT TO CLOSE STREET/ALLEY MUST BE SUBMITTED TO THE CITY ENGINEERING DEPARTMENT A MINIMUM OF 3 WORKING DAYS PRIOR TO THE REQUESTED CLOSURE.
3. APPLICATION MUST INCLUDE A DETAILED DRAWING OF THE WORK ZONE LAYOUT AND INCLUDE SIGNAGE, CONES, BARRICADES, BARRELS ETC. ALL WORK ZONES MUST CONFORM TO THE CURRENT EDITION OF THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. IT MUST BE THE APPLICANT/CONTRACTORS RESPONSIBILITY FOR PROVIDING AND MAINTAINING ALL NECESSARY SAFETY MATERIALS FOR THE SET UP OF THE WORK ZONE. THE WORK ZONE MUST BE PLACED AND APPROVED BY THE CITY PRIOR TO START OF EXCAVATION.
5. THE CITY MUST INSPECT THE WORK ZONE PERIODICALLY TO ASSURE THE MAINTENANCE OF THE DEVICES.
6. ALL EXCAVATION / REPAIR MUST COMPLY WITH RIGHT-OF-WAY OPENING PERMIT REQUIREMENTS.
7. APPLICANT MUST BE RESPONSIBLE FOR NOTIFYING IN WRITING ALL ADJACENT PROPERTY OWNERS TO BE AFFECTED BY THE CLOSURE. THE CITY MUST RECEIVE A COPY OF THE WRITTEN NOTICE AND A LIST OF THE PROPERTY OWNERS AND THEIR ADDRESS THAT HAVE BEEN NOTIFIED.

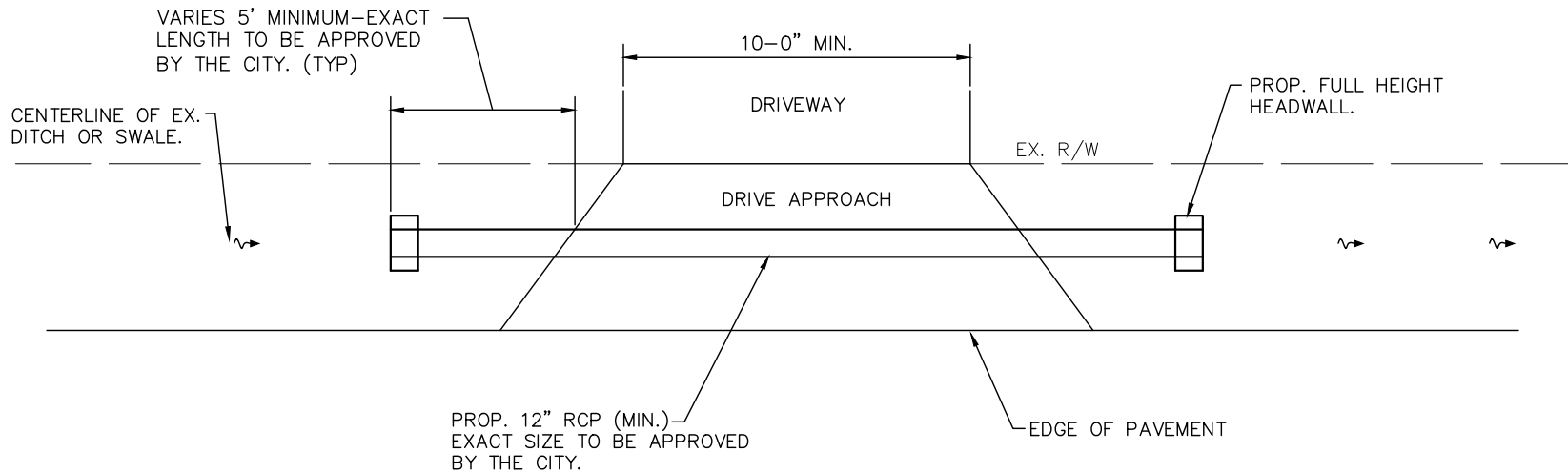


STREET CLOSING

REVISIONS:
01/29/2021

DATE
APPROVED:
01/30/2020

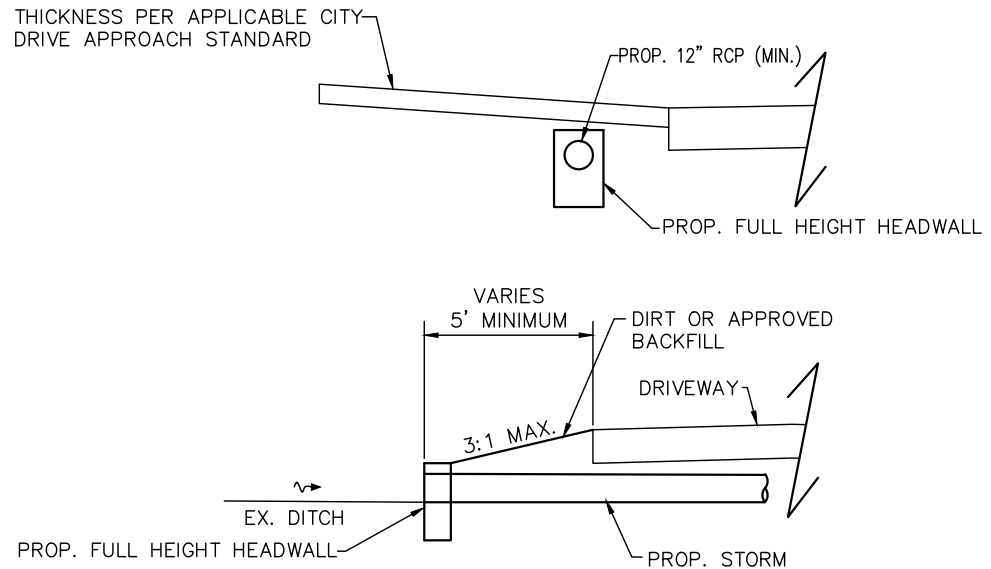
PAGE No.
300-19



DRIVE WITH CULVERT

NOTES

- DRIVE APPROACHES MUST BE CONSTRUCTED PER THE CITY STANDARDS AND APPROVAL.
- ALL NEW CONSTRUCTION OR MODIFICATIONS OF DRIVE APPROACHES REQUIRE A CONCRETE APPROACH, REGARDLESS OF WHETHER THERE IS A SIDEWALK OR NOT. THE NEW APPROACH IS TO GO FROM EDGE OF EXISTING STREET TO RIGHT OF WAY.
- ANY DRAINAGE ISSUES WILL HAVE TO BE ADDRESSED, WHEN A DRIVEWAY IS INSTALLED OR MODIFIED.
- IF THE EXISTING ROADWAY IS DISTURBED DURING CONSTRUCTION THE PROPERTY OWNER WILL BE RESPONSIBLE TO REPAIR ANY DAMAGE TO THE SATISFACTION OF THE CITY.
- THE PROPERTY OWNER MUST PROVIDE A DRAWING SHOWING THE LOCATION OF THE PROPOSED APPROACH.
- THE EXACT SIZE AND LOCATION OF THE PROPOSED CULVERT AND HEADWALLS WILL BE APPROVED BY THE CITY PRIOR TO CONSTRUCTION.



CITY OF
MONROE

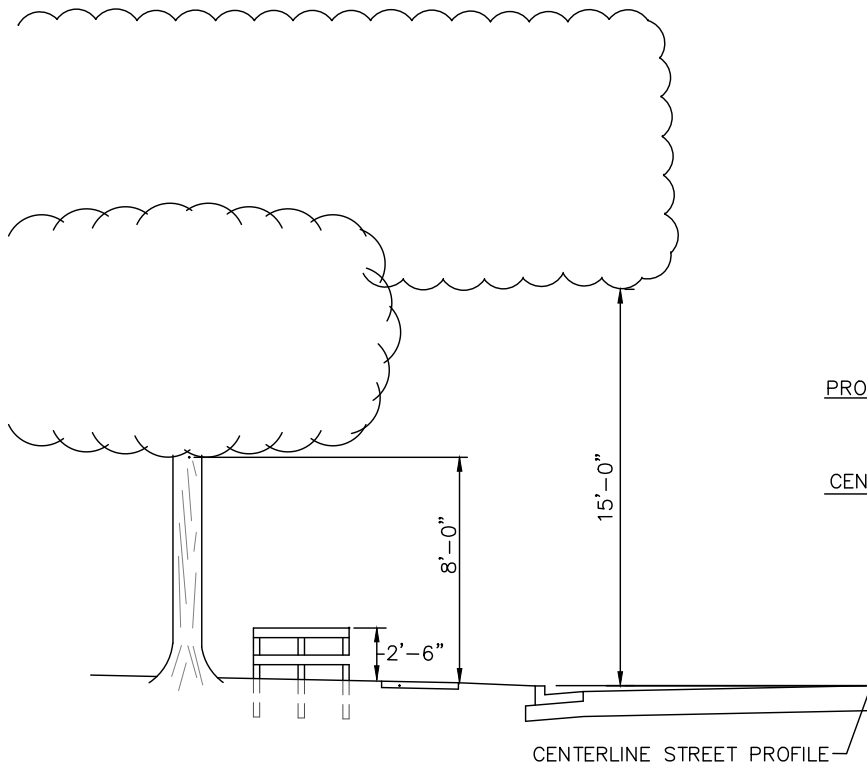


DRIVE APPROACH WITH CULVERT

REVISIONS:
01/29/2021

DATE
APPROVED:
01/30/2020

PAGE No.
300-20

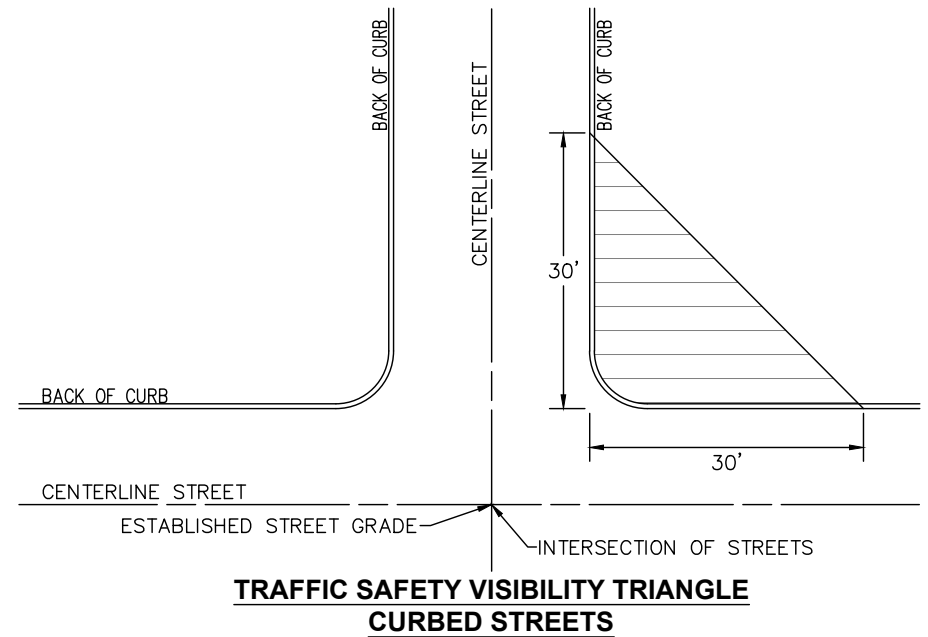
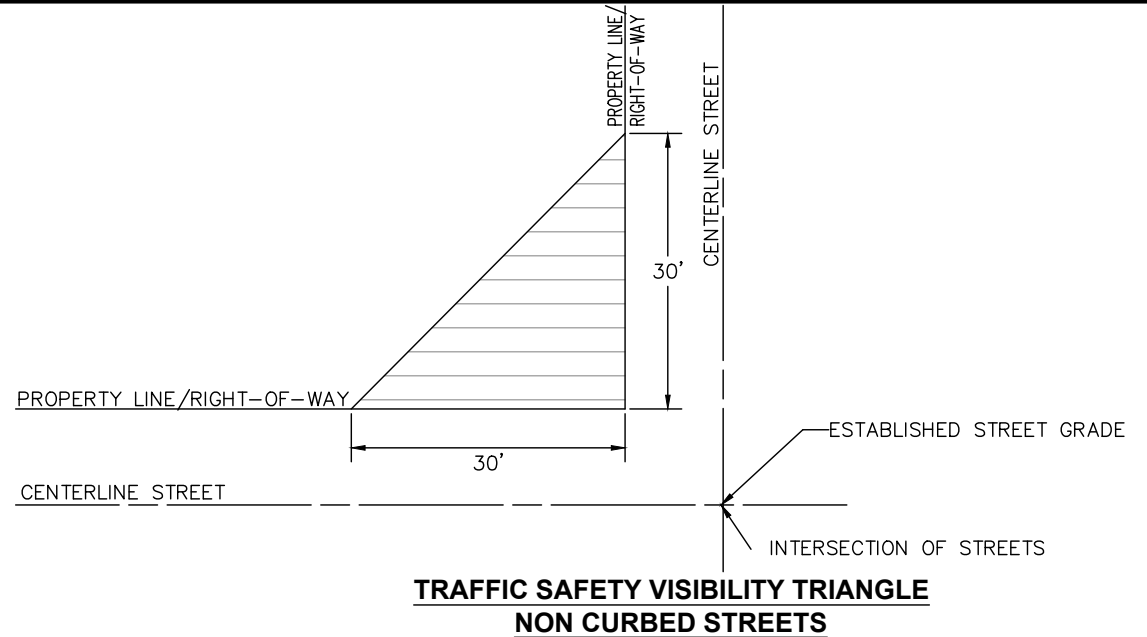


TRAFFIC SAFETY VISIBILITY TRIANGLE

NOTES

THERE MAY BE NO STRUCTURE, SIGN, OR LANDSCAPE ITEM ABOVE 2 1/2' OR BELOW 10' OF THE ESTABLISHED STREET GRADE IN THE TRIANGULAR SHADED AREA.

PROPERTY OWNER TO MAINTAIN MINIMUM 8' CLEARANCE ABOVE SIDEWALK 15' CLEARANCE ABOVE STREET.



CITY OF
MONROE



VISION CLEARANCE ON CORNER LOTS

REVISIONS:
01/29/2021

DATE APPROVED

01/30/2020

PAGE No.
300-21

EMERGENCY ORDINANCE NO. 2023-15

AN ORDINANCE ACCEPTING THE DEDICATION OF REAL PROPERTY FROM CAT MONROE, LLC AS PUBLIC RIGHT-OF-WAY AND PERMANENT WATER LINE EASEMENT, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE AGREEMENT FOR A SEWER LATERAL BY AND BETWEEN THE CITY OF MONROE AND CAT MONROE, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to an authorized Development Agreement certain water and sewer lines have been relocated to permit the construction of Thorntons; and

WHEREAS, Thorntons has started construction and submitted a dedication plat for public right-of-way and permanent water line easement to the City of Monroe; and

WHEREAS, the City and Thorntons deem it necessary to enter into a maintenance agreement for the sewer lateral contiguous to the real property as described herein.

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

SECTION 1: Council hereby accepts the dedication of real property from CAT Monroe, LLC as public right-of-way and permanent water line easement as depicted on Exhibit “1” attached hereto and made a part hereof.

SECTION 2: Council hereby authorizes the City Manager to enter into agreements by and between the City of Monroe and CAT Monroe, LLC for the water line easement and maintenance of a sewer lateral as set forth on Exhibits “2” and “3” attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council deems it in the best interest to accept the dedication referred to herein at the earliest possible date to avoid any delay in the construction of the retail establishment. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

~ DEDICATION PLAT ~
OF A PORTION OF STATE ROUTE 63
SECTION 5, TOWN 3 EAST, RANGE 3 NORTH
SYMMES PURCHASE
TURTLECREEK TOWNSHIP
CITY OF MONROE
WARREN COUNTY, OHIO

Exhibit "I" E Ord No. 2023-15

St.Rt. 63
R/W VARIES
ALIGNMENT AND STATIONING
SHOWN FROM S.R.129.PG.79

City of Monroe, Ohio
PIDN 11-05-200-029
O.R.5059, Pg.837
S.R.129-79

CAT Monroe, LLC
PIDN 11-05-200-041
Inst.2022-024592
6.712 Ac.
S.R.156-81

DEED REFERENCE
Inst. 2022-024592

SURVEYOR'S NOTES
1. Additional Pertinent Records include:
P.B.82, Pg.22; S.R.132, Pg.21; S.R.133, Pg.32; S.R.134, Pg.12
2. Lines of occupation generally conform to survey lines.
3. Field survey completed 09.27.2022

SYMBOL LEGEND
Fnd. Nail
Fnd. Iron Pin
Fnd. RW Mont.
Set 3/8" Iron Pin w/Cap

MORTGAGE CERTIFICATION
CENTRAL BANK & TRUST CO.
300 West Vine Street
Lexington, Fayette County, Kentucky 40507

In witness whereof, the undersigned have hereunto set their hand on this _____ day of _____, 20____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT
State of _____
County of _____

Be it remembered that on this _____ day of _____, 20____, before me, a notary public in and for the said State, personally came _____

To be known and acknowledged the signing of the within plat to be their voluntary act and deed. In testimony whereof, I have hereunto set my hand and notary seal on the day and date above written.

Notary Public _____
My Commission expires on _____

DEDICATION

Know all men by these presents that the undersigned, being the owners of the herein platted land, situated in Section 5, Town 3 East, Range 3 North, City of Monroe, Warren County, Ohio do hereby assent to and adopt this right of way dedication plat and do hereby dedicate to the public forever, in accordance with the law in such cases made and provided, State Route 63 as shown on said plat, and declare the same to be true, unencumbered and subject to all easements and encumbrances of record and to the right of the undersigned owner and/or its tenant to construct those driveway, curbing and related access improvements previously approved by the City of Monroe.

In witness whereof, the undersigned have hereunto set their hand and seal on this _____ day of _____, 20____

Witness _____
Owner: CAT Monroe, LLC
c/o Thorntons LLC
2600 James Thornton, Louisville, KY 40245

Witness _____
Owner's Signature _____
Owner's Name/Title or Company Name/Name of Officer/Title _____

ACKNOWLEDGEMENT
State of _____
County of _____

Be it remembered that on this _____ day of _____, 20____, before me, a notary public in and for the said State, personally came _____

To be known and acknowledged the signing of the within plat to be their voluntary act and deed. In testimony whereof, I have hereunto set my hand and notary seal on the day and date above written.

Notary Public _____
My Commission expires on _____

CITY COUNCIL

This plat was approved and accepted by the Council of the City of Monroe, Ohio on this _____ day of _____, 20____

Clerk of Monroe Council _____

CITY ENGINEER

I hereby approve the accompanying plat on this _____ day of _____, 20____

Engineer for the City of Monroe, Ohio _____

COUNTY AUDITOR

Received for transfer this _____ day of _____, 20____

Transferred this _____ day of _____, 20____

Auditor, Warren County, Ohio _____

By: _____

COUNTY RECORDER

Filed for record this _____ day of _____, 20____ at _____

Recorded this _____ day of _____, 20____ at _____

Recorded, Warren County, Ohio _____

By: _____

Plat Book _____, Page _____
File Number _____, Fee _____

~ DEDICATION PLAT ~
OF A PORTION OF STATE ROUTE 63

SECTION 5, TOWN 3 EAST, RANGE 3 NORTH
SYMMES PURCHASE, TURTLECREEK TOWNSHIP
CITY OF MONROE, WARREN COUNTY, OHIO

PREPARED FOR THORNTONS LLC

DEDICATION PLAT

SCALE
1"=20'
0 20

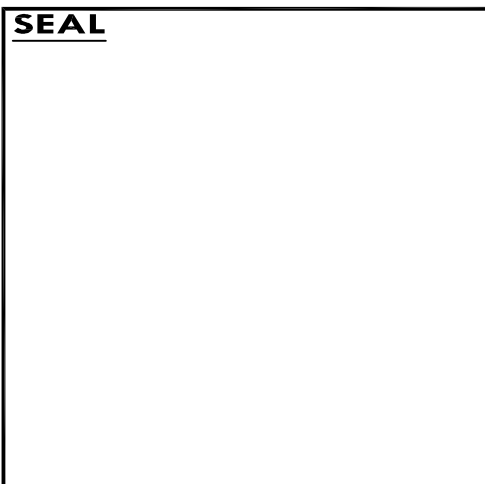
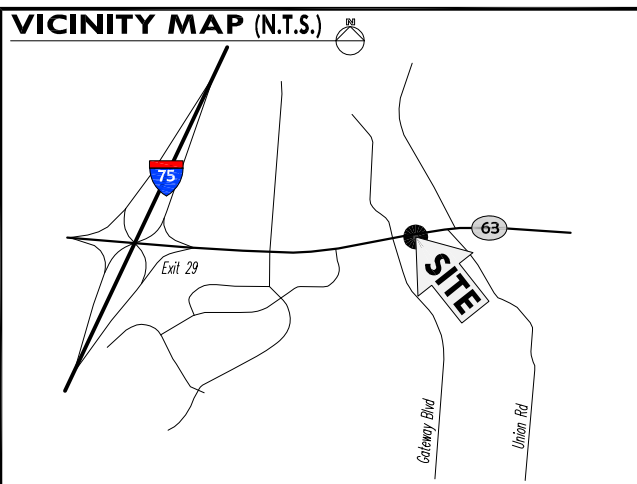


Based on the northerly line of the subject 6.712 Ac. parcel being N67°54'45"E as shown on S.R.156-81

DRAWING: 14553
PROJECT: 22601
DATE: 12/13/2022
REVISION: **DRAFT**

SHEET
1
1

BAUMANN
LAND SURVEY, INC.
P.O. BOX 14834,
CINCINNATI, OHIO 45250
513.860.3999
WWW.BAUMANNLSI.COM



OHIO CERTIFICATION
I hereby state that this plat shown herein is the correct representation of a field survey supervised by me and meets the current "Ohio minimum standards for property surveys."
Thomas P. Baumann, PS Date _____
Ohio Surveyor #: S-1450

WATER LINE EASEMENT AGREEMENT

THIS WATER LINE EASEMENT (this “**Agreement**”) is made as of this the ____ day of _____, 2023, by and between (i) **CAT MONROE, LLC**, an Ohio limited liability company, whose mailing address is 3805 Edwards Road, Suite 390, Cincinnati, Ohio 45209 (the “**Grantor**”), and (ii) **CITY OF MONROE**, an Ohio municipal corporation, having a mailing address 233 S Main Street, P.O. Box 330, Monroe, Ohio 45050-0330 (“**Grantee**”).

WITNESSETH:

WHEREAS, the Grantor owns certain real property situated southeast of Ohio Highway 63 and Gateway Boulevard in the City of Monroe, Warren County, Ohio (“**Grantor’s Property**”), as more particularly described in **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, Grantee owns certain real property which is adjacent to Grantor’s Property and is situated at the southwest corner of the intersection between Ohio Highway 63 and Union Road in the City of Monroe, Warren County, Ohio (“**Grantee’s Property**”), as more particularly described in **Exhibit “B”** attached hereto and made a part hereof; and

WHEREAS, Grantee desires a permanent easement twenty (20) feet in width, for a water line over a portion of the Grantor’s Property labeled as “**Water Line Easement Area**” on **Exhibit “C”** attached hereto (the “**Easement Area**”) and being more particularly described in **Exhibit “D”** attached hereto and made a part hereof, to the full extent necessary to provide water service and access to Grantee’s Property; and

WHEREAS, the Grantor has agreed to grant to Grantee a water line easement for the purposes and subject to the terms set forth herein.

NOW, THEREFORE, in consideration of the payment of the sum of One and no/100 Dollar (\$1.00), and the conditions, covenants and mutual agreements hereinafter set forth, the receipt and

sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, and its successors and assigns, a perpetual non-exclusive appurtenant easement, which is twenty (20) feet in width, on, over and under the portions of Grantor's Property marked "**Water Line Easement Area**" for construction, repair, replacement and maintenance of Easement Materials (as defined herein) (the "**Water Line Easement Area**" or "**Easement**") as generally shown on Exhibit C hereto and made a part hereof, and as described on Exhibit D attached hereto and made a part hereof. Such Easement shall include the following rights of Grantee and its agents, employees and contractors:

A. the right to install underground water lines and related equipment, structures or materials above ground or underground (collectively, the "**Easement Materials**") within the Water Line Easement and the right of reasonable ingress and egress over Grantor's Property to and from the Water Line Easement Area for the purpose of constructing, operating, maintaining, repairing, replacing and reconstructing the Easement Materials, all under the jurisdiction, control and supervision of Grantee; and

B. the right to authorize any public agency to carry out the purposes set forth in this Agreement.

2. Grantor Covenants. Grantor hereby covenants and agrees that:

A. it is lawfully seized of Grantor's Property through which the Water Line Easement is granted, it has full right and power to convey the same and Grantor's Property is free from all encumbrances, except current taxes, restrictions and other instruments of record, and that no consent or other action of any party other than as expressly provided herein is required;

B. it will not construct or place any permanent structure of any kind in, on, over, or under the land within the Water Line Easement Area, provided, however, that Grantor and/or its tenants shall at all times be entitled to construct, install and maintain within the Water Line Easement Area any access driveways, signage, curbing and related improvements (including stormwater inlets and other drainage improvements) and any tree, shrub or other landscaping which is required under the applicable landscape regulations, ordinances or requirements of the governmental authority having jurisdiction over Grantor's Property;

C. it will keep the Water Line Easement free of debris but shall have no obligation to maintain or repair any of the Easement Materials placed in the Water Line Easement by Grantee.

3. Grantee Covenants. Grantee hereby covenants and agrees that after any maintenance, inspection, repair, removal or replacement of the Easement Materials and/or the Water Line Easement Area facilities, Grantee shall, at its sole cost and expense, cause the Water Line Easement Area and/or any other portion of the Grantor Property affected or disturbed by said maintenance, repair, removal or replacement, to be restored to its original condition including without limitation the restoration of any paved portions of the Water Line Easement Area and/or the Grantor Property which have been damaged or disturbed by such work.

4. Grantor's Reservation of Rights. Grantee hereby confirms the right of Grantor (and Thorntons during the term of the Lease), and their respective heirs, successors, assigns, invitees

and grantees, to access the Storm Sewer Improvements for their own respective property use via service lines constructed and paid for by Grantor and/or Thorntons, respectively. All rights granted herein are subject to the rights previously granted in any recorded easement agreement affecting Grantor's Property.

5. Miscellaneous.

A. Modifications. Any or all provisions of this Agreement may be amended, terminated, rescinded, released or otherwise modified, in whole or in part, at any time and from time to time, only by a written document executed and acknowledged by the owner of the Grantor Property, the Grantee Property, and by Thorntons LLC ("**Thorntons**") during the term of its land lease of the Grantor Property dated as of June 11, 2022 (as extended, the "**Thorntons Land Lease**") and any modification must be recorded in the Recorder's Office of Warren County, Ohio.

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

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

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

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

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

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

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

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

J. Independent Covenants. Grantor and Grantee agree that each provision of this Agreement shall be construed independent of any other provision.

[Signatures on following pages]

Page 51

GRANTEE:

THE CITY OF MONROE,
an Ohio municipal corporation

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO

)

) SS

COUNTY OF WARREN

)

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

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

GIVEN under my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

My Commission Expires:

_____, 20__

This Instrument was prepared by
And After Recording Return to:

Erik C. Lattig
Attorney at Law
Thorntons LLC
2600 James Thornton Way
Louisville, Kentucky 40245

**JOINDER AND CONSENT TO
CROSS-OVER ACCESS EASEMENT AGREEMENT**

The undersigned is the holder of a certain Commercial Open-End Mortgage and Assignment of Leases and Rent dated July 22, 2022, and recorded on July 28, 2022 as Instrument Number 2022-024597 in the Office of the Recorder for Warren County, Ohio, as the same may be modified or amended (the "Mortgage"). The undersigned hereby joins in the execution of the Water Line Easement Agreement (the "Easement") to which this Consent is attached for the sole purpose of evidencing its consent to the terms and provisions of said Easement and the subordination of all of its right, title and interest in and to the Mortgage and all related security instruments to the terms and conditions set forth in the Easement. The grant of this Consent shall not be deemed an assumption by the undersigned of any of the obligations arising under the Easement, nor a waiver, release or modification of any of the terms and provisions of the Mortgage.

CENTRAL BANK & TRUST CO.

By: _____
Name: _____
Title: _____

STATE OF KENTUCKY

COUNTY OF FAYETTE

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged him/herself to be _____ of Central Bank & Trust Co., and acknowledged to me that he/she executed the forgoing instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

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

Given under my hand and seal of office on this ____ day _____, 20__.

Notary Public, State of

Printed Name

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

TRACT 1: Sidwell No. 11-05-200-041 (6.712 acres)

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

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

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

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

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

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

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

1. N09°26'43"W, a distance of 8.95 feet to a set 5/8" iron pin;
2. Along a curve deflecting to the right a distance of 92.75 feet to a set 5/8" iron pin, said curve having a radius of 743.00 feet, a deflection of 07°09'09", and a chord that bears N18°27'07"W, a distance of 92.69 feet;
3. N 14°52'32"W, passing a set 5/8" iron pin at 200.60 feet a total distance of 230.84 feet to a set 5/8" iron pin in the south line of a 3.152 acre parcel conveyed to The City of Monroe in OR 5059 Page 863;

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

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

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

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

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

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

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

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

Bearings are based on Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25 The above description is based on a field survey performed by The Kleingers Group in August 2020 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume 156 Page 81 of the Warren County Engineer's Record of Land Surveys.

TRACT 2: Sidwell No. 11-05-200-042 (0.102 acres)

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

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

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

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

1. Along a curve deflecting to the left a distance of 16.45 feet to a set 5/8" iron pin, said curve having a radius of 845.00 feet, a deflection of 01°06'55", and a chord that bears N41°30'08"W, a distance of 16.45 feet;
2. N42°03'35"W, a distance of 150.00 feet to a set 5/8" iron pin;
3. Along a curve deflecting to the right a distance of 216. 78 feet to a set 5/8" iron pin, said curve having a radius of 755.00 feet, a deflection of 16°27'03", and a

chord that bears N33°50'04"W, a distance of 216.03 feet;

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

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

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

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

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

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

The above description is based on a field survey performed by The Kleingers Group in August 2020 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume 156 Page 81 of the Warren County Engineer's Record of Land Surveys.

EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

Sidwell No. 11-05-200-027

Situated in Section 5, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio and being more particularly described as follows:

Commencing at the intersection of the easterly right-of- way line of Interstate Route 75 with the Butler-Warren County Line;

thence along said easterly right- of-way line the following six courses:

- 1.) N 26° 17 '00" E a distance of 1268 .85 feet;
- 2.) N 34° 12' 40" E a distance of 252 .50 feet;
- 3.) N 28° 01' 18" E a distance of 350.32 feet;
- 4.) N 47° 57' 44" E a distance of 2 14 .84 feet;
- 5.) N 63°56 '03" E a distance of 442.21 feet;
- 6.) N 38° 58' 16"E a distance of 77.46 feet to a point in the southerly line of the Gulf Oil Co. as recorded in D.B. 355, Page 298;

thence along said southerly line, S84 °23'49"E a distance of 260.27 feet;

thence along the east line of the Gulf Oil Co., N 05° 36' 11" E a distance of 259.07 feet to a northerly line of an original 778.5945 acre tract conveyed to Corridor 75 Park Ltd. In O.R. 1226 , Page 23 ;

thence along said northerly line, S 84° 15' 12" E a distance of 1951.84 feet;

thence continuing along said northerly line, N 67° 54' 20" E a distance of 932.39 feet;

thence along an easterly line of said tract, S 06° 51' 02" W a distance of 72.06 feet to a 5/8" iron pin set at the True Point of Beginning;

thence continuing along said easterly line, being the west line of a 2.083 acre tract conveyed to the Village of Monroe as recorded in Deed Book 225 Page 233 , S 06° 51' 02" W a distance of 355 .29 feet to a 5/8" iron pin found at the southwest corner of said tract;

thence along a new division line in said original 778.5945 acre tract, S 06° 51' 02" W a distance of 100.05 feet to a 5/8" iron pin set;

thence along a new division line in said 778.5945 acre tract, N 84° 57' 01" W a distance of 11.67 feet to a 5/8" iron pin set;

thence along a new division line in said 778.5945 acre tract, N 00° 51' 01" W a distance of 425.10

feet to a 5/8" iron pin set;

thence along a new division line in said tract, N 70° 11' 59" E a distance of 76.78 feet to the Point of Beginning, containing 0.415 acres more or less and being subject to easements, restrictions and rights-of-way of record.

Deed Reference: O.R. 1226 Pg. 23

Bearing Reference: Bearings are based on Survey Record Volume 97, Page 14 of the Warren County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, and the direction David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 104, Page 74 of the Warren County Engineers Record of Land Surveys.

Less and except 0.66 acres dedicated as right of way by Dedication Plat of a portion of Right-of-Way of State Route 63 and Union Road, recorded in PB 84, pages 20-22, Warren County, Ohio Records, leaving a balance of 0.349 acres.

Sidwell No. 11-05-200-026

Situated in Section 5, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio and being more particularly described as follows:

Two and eighty-three one-thousandths acres in the northeast quarter (NE¹/₄) of section five (Sec. 5), Town Three (T 3), Range Three (R3), Turtlecreek Township, Warren County, Ohio and is more nearly described as follows:

Beginning at a point in the center line of State Route 63 as now constructed, same point being N 89° 0' W one-thousand one-hundred forty-two and eighty-nine one-hundredths (1142.89) feet, and S 1° 0' W seventy-four and sixty-two one-hundredths (74.62) feet of the northeast corner (NE Cor.) of said section five (Sec. 5), T 3, R 3, Turtlecreek Township, Warren County, Ohio; thence from this point of beginning S 67° 0' W eight and sixty-seven one-hundredths (8.67) feet along the centerline of State Route 63, thence S 1° 0' W four-hundred seven and fourteen one-hundredths (407.14) feet, thence S 89° 4' E four-hundred fifteen and thirty eight one-hundredths (415.38) feet, to a point one-hundred twenty-five and five one-hundredths (125.05) feet short of the centerline of the Pennsylvania (C & L N) RR Rw and this line produced, thence N 38° 30' W one-hundred forty-two and seventy-five one-hundredths (142.75) feet, thence N 45° 33' W four-hundred thirty-six and eighteen one-hundredths (436.18) feet to the point of beginning and containing two and eighty-three one-thousandths acres more or less.

Less and except 0.242 acres dedicated as right of way by Dedication Plat of a portion of Right-of-Way of State Route 63 and Union Road, recorded in PB 84, pages 20-22, Warren County, Ohio Records, leaving a balance of 1.841 acres.

Sidwell No. 11-05-200-007

Situated in Section 5, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio and being more particularly described as follows:

Commencing at the intersection of the easterly right-of-way line of Interstate Route 75 with the Butler-Warren County Line;

thence along said easterly right-of-way line the following six courses:

- 1.) N 26° 17' 00" E a distance of 1268.85 feet;
- 2.) N 34° 12' 40" E a distance of 252.50 feet;
- 3.) N 28° 01' 18" E a distance of 350.32 feet;
- 4.) N 47° 57' 44" E a distance of 214.84 feet;
- 5.) N 63° 56' 03" E a distance of 442.21 feet;
- 6.) N 38° 58' 16"E a distance of 77.46 feet to a point in the southerly line of the Gulf Oil Co. as recorded in D.B. 355, Page 298

thence along said southerly line, S84 °23'49"E a distance of 260.27 feet;

thence along the east line of the Gulf Oil Co., N 05° 36' 11" E a distance of 259.07 feet to a northerly line of an original 778.5945 acre tract conveyed to Corridor 75 Park Ltd. In O.R. 1226 , Page 23;

thence along said northerly line, S 84° 15' 12" E a distance of 1951.84 feet;

thence continuing along said northerly line, N 67° 54' 20" E a distance of 932.39 feet;

thence along an easterly line of said tract, S 06° 51' 02" W a distance of 427.35 feet to a 5/8" iron pin found at the True Point of Beginning, being the southwest corner of a 2.083 acre tract conveyed to the Village of Monroe as recorded in Deed Book 225 Page 233;

thence along the south line of said 2.083 acre tract, S 84° 57' 01" E a distance of 415.40 feet to a 5/8" iron pin found in the centerline of Union Road;

thence along the centerline of Union Road, S 29° 05' 07" E a distance of 120.81 feet to a railroad spike set;

thence along a new division line in said original 778.5945 acre tract, N 84° 57' 01" W a distance of 486.34 feet to a 5/8" iron pin set;

thence along a new division line in said 778.5945 acre tract, N 06° 51' 02" E a distance of 100.05 feet to the Point of Beginning, containing 1.035 acres more or less and being subject to easements, restrictions and rights-of-way of record.

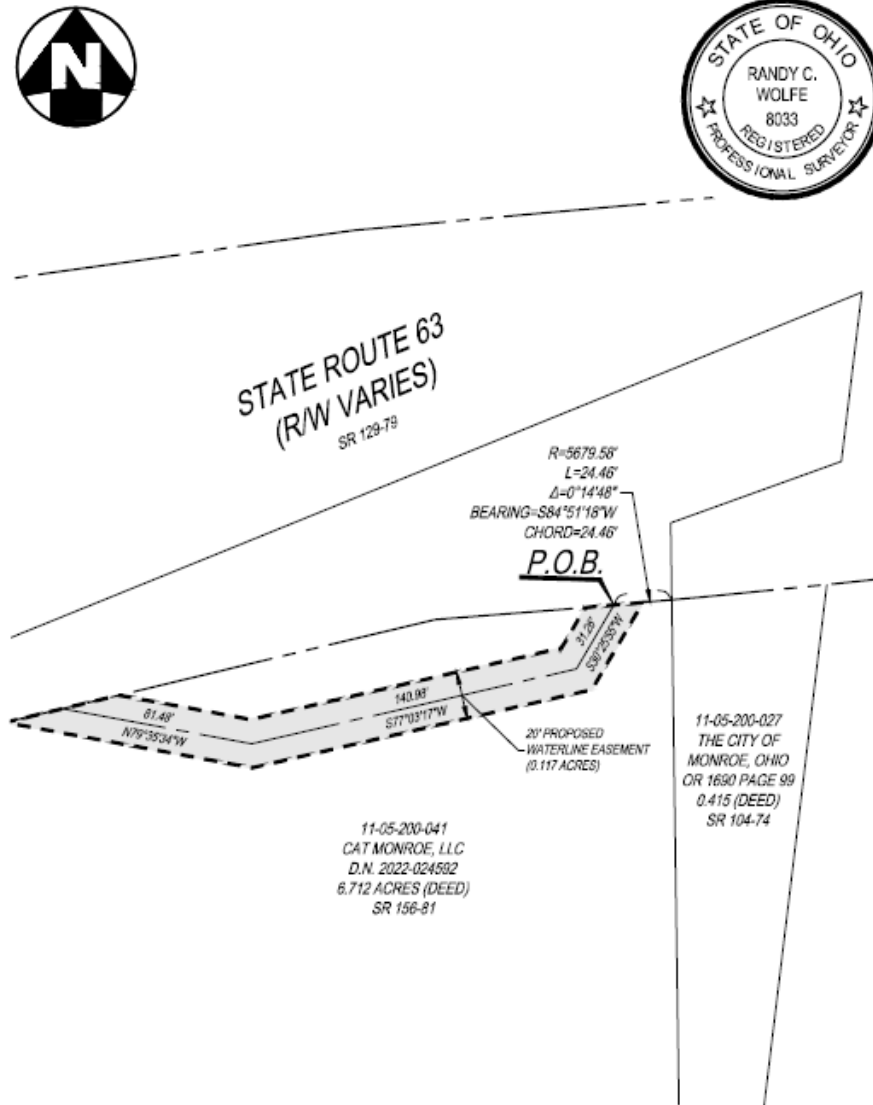
Deed Reference: O.R. 1226 Pg. 23

Bearing Reference: Bearings are based on Survey Record Volume 97, Page 14 of the Warren County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 104 , Page 74 of the Warren County Engineers Record of Land Surveys.

EXHIBIT "C"

GENERAL DEPICTION OF WATER LINE EASEMENT AREA



NOTES:

1. BEARINGS ARE BASED ON CORRIDOR 75 INDUSTRIAL
PARK PHASE ONE AS RECORDED IN P.B. 82 PAGES
22-25

LEGEND

WATERLINE EASEMENT AREA

 THE KLEINGERS GROUP CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 6219 Centre Park Dr. West Chester, OH 45069 513.775.7501	EXHIBIT C WATERLINE EASEMENT SECTION 5 TOWN 3 EAST RANGE 3 NORTH, 8TH TURTLE CREEK TOWNSHIP CITY OF MONROE WARREN COUNTY OHIO	PROJECT NO: 200474VEA000
		DATE: 3-23-2023
		SCALE:
		SHEET NO. 1 OF 1

EXHIBIT "D"

LEGAL DESCRIPTION OF WATER LINE EASEMENT AREA

20' Waterline Easement

Situated in Section 5, Town 3 East, Range 3 North, BTM Turtlecreek Township, City of Monroe, Warren County, Ohio, being part of a 6.712 acre (deed) parcel conveyed to Cat Monroe, LLC, as recorded in DN 2022-024592 and being a 20 foot Waterline Easement, the centerline of which being more particularly described as follows:

Beginning at a point in the south right of way line of State Route 63, said point being along a curve, from a point in the west line of a 0.415 acre (deed) parcel of land conveyed to The City of Monroe, Ohio in O.R. 1690 Pg. 99 deflecting to the right a distance of 24.46 feet, said curve having a radius of 5679.58 feet, a deflection of 00°14'48", and a chord that bears S84°51'18"W, a distance of 24.46 feet;

Thence through said 6.712 acre parcel the following three (3) courses:

1. S30°25'55"W a distance of 31.26 feet;
2. S77°03'17"W a distance of 140.98 feet;
3. N79°35'34"W a distance of 81.48 feet to the terminus of said easement being the aforesaid south right of way line of State Route 63.

Containing 0.117 acres of land more or less and being subject to easements, restrictions and rights of way of record.

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

All as shown on attached Exhibit C.

Township: Turtlecreek Section 5, T 3-E, R 3-N .
City of Monroe _____ Lot Number(s) _____
Subdivision _____ Lot Number(s) _____

**MAINTENANCE AGREEMENT
FOR JOINT USE SEWER LATERAL**

KNOW ALL MEN BY THESE PRESENTS:

THAT, CAT MONROE LLC and THE CITY OF MONROE, OHIO being Owner(s) of property(ies) located at 400 Gateway Boulevard, Monroe OH 45050 and 51 S. Union Road, Monroe OH 45050 , respectively, hereinafter called the Owners, desire to provide sanitary sewer service to multiple buildings and/or parcels through a common sanitary sewer lateral.

The said Owners, its (their) heirs, successors, administrators and assigns forever, agree to jointly maintain said sanitary sewer lateral according to the conditions listed below. For purposes of this agreement, the term "maintenance" shall include maintenance, repair and/or replacement as necessary for the sanitary sewer lateral to continue functioning as originally intended. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of the Owner(s), over, under and upon certain real estate owned by the Owner(s), and being described as follows:

With respect to the real estate owned by CAT MONROE LLC, such property being more particularly described in Exhibit "A" attached hereto and incorporated herein.

With respect to the real estate owned by THE CITY OF MONROE, OHIO, such property being more particularly in Exhibit "B" attached hereto and incorporated herein.

AND WHEREAS the Butler County, Ohio, Board of County Commissioners, hereinafter called the County, will allow this arrangement on a case by case, ongoing basis, provided that the following requirements are continuously observed:

1. The Owners of the buildings and/or parcels described above shall share equally in the cost of any and all maintenance of the sanitary sewer lateral that jointly serves said buildings and/or parcels, or they shall share in such cost as described below (indicate "N/A" in space below if cost will be shared equally):

CITY OF MONROE TO BE RESPONSIBLE FOR 100% OF THE MAINTENANCE AND REPAIR COSTS OF THE SANITARY FORCE MAIN AND CAT MONROE LLC AND THE CITY OF MONROE TO EACH PAY 50% OF THE MAINTENANCE AND REPAIR COSTS OF THE 6" GRAVITY SANITARY LATERAL

2. The Owners shall provide for the maintenance of the sanitary sewer lateral, manholes, cleanouts, and other facilities associated with the sanitary sewer lateral that jointly serve said buildings and/or parcels. Said maintenance shall begin at the point of connection to the public sanitary sewer main or public manhole and shall include the wye fitting or other connection as applicable. It is understood by the Owners that the County assumes no responsibility for the maintenance, repair or replacement of these private facilities or for any other related costs.
3. All billings for sanitary sewer usage through a common lateral will be billed to the same addresses as the water service billings for the properties. The sanitary sewer usage billings will only be combined if a common water service line is also shared by the Owners. The Owners shall also execute a Maintenance Agreement for Joint Water Service Lines if the buildings or parcels share a common water service.
4. The Owners hereby convey to the County, its successors, assigns, employees, agents, contractors and subcontractors, a permanent easement adjacent to and abutting the said sanitary sewer lateral jointly serving said buildings and/or parcels indicated above as necessary to permit enforcement of the County's Sewer Use Ordinance.
5. All Rules and Regulations of the Butler County Water and Sewer Department shall be adhered to. The County will hold the Owners named on the sanitary sewer bills responsible for any violations of County rules and/or regulations.

IN WITNESS WHEREOF, the said CAT MONROE LLC and THE CITY OF MONROE OHIO have set their hands this _____ day of _____ in the year of our Lord Two Thousand Twenty Three.

CAT MONROE LLC
an Ohio limited liability company

Owner #1 Signature

Owner #1 Printed Name

STATE OF OHIO)

COUNTY OF _____) ss: To Wit

Before me, a Notary Public, in and for said County and State, personally appeared the above named _____ who acknowledged that he did sign the foregoing instrument and that the same his free act and deed.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal at _____, Ohio, this _____ day of _____, A.D. 20_____.

Notary Public, _____ County, Ohio

Revised 07/06/2023

Section 13800- Page 2

JOINT MAINTENANCE AGREEMENT SEWER

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(CLEAN 6.14.23).doc

_____ My Commission expires: _____

THE CITY OF MONROE,
an Ohio municipal corporation

Owner #2 Signature

Owner #2 Printed Name

STATE OF OHIO)

COUNTY OF _____) ss: To Wit

Before me, a Notary Public, in and for said County and State, personally appeared the above named _____
_____ who acknowledged that ___he did sign the foregoing instrument and
that the same is _____ free act and deed.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and Official Seal at _____, Ohio,
this _____ day of _____, A.D. 20_____.

Notary Public, _____ County, Ohio

_____ My Commission expires: _____

Approval as to Form Only by:

Assistant Prosecuting Attorney
Butler County, Ohio

This Instrument was prepared by
And After Recording Return to:

Erik C. Lattig
Attorney at Law
Thorntons LLC
2600 James Thornton Way
Louisville, Kentucky 40245

Revised 07/06/2023

Section 13800- Page 3

JOINT MAINTENANCE AGREEMENT SEWER

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(CLEAN 6.14.23).doc

EXHIBIT "A"

LEGAL DESCRIPTION OF CAT MONROE, LLC PROPERTY

TRACT 1: Sidwell No. 11-05-200-041 (6.712 acres)

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

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

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

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

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

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

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

1. N09°26'43"W, a distance of 8.95 feet to a set 5/8" iron pin;
2. Along a curve deflecting to the right a distance of 92.75 feet to a set 5/8" iron pin, said curve having a radius of 743.00 feet, a deflection of 07°09'09", and a chord that bears N18°27'07"W, a distance of 92.69 feet;
3. N 14°52'32"W, passing a set 5/8" iron pin at 200.60 feet a total distance of 230.84 feet to a set 5/8" iron pin in the south line of a 3.152 acre parcel conveyed to The City of Monroe in OR 5059 Page 863;

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

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

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

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

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

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

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

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

Bearings are based on Corridor 75 Industrial Park Phase One as recorded in PB 82 Pages 22-25
The above description is based on a field survey performed by The Kleingers Group in August 2020 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume 156 Page 81 of the Warren County Engineer's Record of Land Surveys.

TRACT 2: Sidwell No. 11-05-200-042 (0.102 acres)

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

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

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

Revised 07/06/2023

Section 13800- Page 5

JOINT MAINTENANCE AGREEMENT SEWER

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(CLEAN 6.14.23).doc

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

1. Along a curve deflecting to the left a distance of 16.45 feet to a set 5/8" iron pin, said curve having a radius of 845.00 feet, a deflection of 01°06'55", and a chord that bears N41°30'08"W, a distance of 16.45 feet;
2. N42°03'35"W, a distance of 150.00 feet to a set 5/8" iron pin;
3. Along a curve deflecting to the right a distance of 216.78 feet to a set 5/8" iron pin, said curve having a radius of 755.00 feet, a deflection of 16°27'03", and a chord that bears N33°50'04"W, a distance of 216.03 feet;
4. N09°26'43"W, a distance of 39.37 feet to a set 5/8" iron pin;

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

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

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

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

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

The above description is based on a field survey performed by The Kleingers Group in August 2020 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is filed in Volume 156 Page 81 of the Warren County Engineer's Record of Land Surveys.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE CITY OF MONROE OHIO PROPERTY

Sidwell No. 11-05-200-027

Situated in Section 5, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio and being more particularly described as follows:

Commencing at the intersection of the easterly right-of- way line of Interstate Route 75 with the Butler-Warren County Line;

thence along said easterly right- of-way line the following six courses:

- 1.) N 26° 17 '00" E a distance of 1268 .85 feet;
- 2.) N 34° 12' 40" E a distance of 252 .50 feet;
- 3.) N 28° 01' 18" E a distance of 350.32 feet;
- 4.) N 47° 57' 44" E a distance of 2 14 .84 feet;
- 5.) N 63°56 '03" E a distance of 442.21 feet;
- 6.) N 38° 58' 16"E a distance of 77.46 feet to a point in the southerly line of the Gulf Oil Co. as recorded in D.B. 355, Page 298;

thence along said southerly line, S84 °23'49"E a distance of 260.27 feet;

thence along the east line of the Gulf Oil Co., N 05° 36' 11" E a distance of 259.07 feet to a northerly line of an original 778.5945 acre tract conveyed to Corridor 75 Park Ltd. In O.R. 1226 , Page 23 ;

thence along said northerly line, S 84° 15' 12" E a distance of 1951.84 feet;

thence continuing along said northerly line, N 67° 54' 20" E a distance of 932.39 feet;

thence along an easterly line of said tract, S 06° 51' 02" W a distance of 72.06 feet to a 5/8" iron pin set at the True Point of Beginning;

thence continuing along said easterly line, being the west line of a 2.083 acre tract conveyed to the Village of Monroe as recorded in Deed Book 225 Page 233 , S 06° 51' 02" W a distance of 355 .29 feet to a 5/8" iron pin found at the southwest corner of said tract;

thence along a new division line in said original 778.5945 acre tract, S 06° 51' 02" W a distance

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JOINT MAINTENANCE AGREEMENT SEWER

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of 100.05 feet to a 5/8" iron pin set;

thence along a new division line in said 778.5945 acre tract, N 84° 57' 01" W a distance of 11.67 feet to a 5/8" iron pin set;

thence along a new division line in said 778.5945 acre tract, N 00° 51' 01" W a distance of 425.10 feet to a 5/8" iron pin set;

thence along a new division line in said tract, N 70° 11' 59" E a distance of 76.78 feet to the Point of Beginning, containing 0.415 acres more or less and being subject to easements, restrictions and rights-of-way of record.

Deed Reference: O.R. 1226 Pg. 23

Bearing Reference: Bearings are based on Survey Record Volume 97, Page 14 of the Warren County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, and the direction David L. Cox, Ohio Professional Surveyor No. 7101 and is recorded in Volume 104, Page 74 of the Warren County Engineers Record of Land Surveys.

Less and except 0.66 acres dedicated as right of way by Dedication Plat of a portion of Right-of-Way of State Route 63 and Union Road, recorded in PB 84, pages 20-22, Warren County, Ohio Records, leaving a balance of 0.349 acres.

Sidwell No. 11-05-200-026

Situated in Section 5, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio and being more particularly described as follows:

Two and eighty-three one-thousandths acres in the northeast quarter (NE¼) of section five (Sec. 5), Town Three (T 3), Range Three (R3), Turtlecreek Township, Warren County, Ohio and is more nearly described as follows:

Beginning at a point in the center line of State Route 63 as now constructed, same point being N 89° 0' W one-thousand one-hundred forty-two and eighty-nine one-hundredths (1142.89) feet, and S 1 ° 0' W seventy-four and sixty-two one-hundredths (74.62) feet of the northeast corner (NE Cor.) of said section five (Sec. 5), T 3, R 3, Turtlecreek Township, Warren County, Ohio; thence from this point of beginning S 67° 0' W eight and sixty-seven one-hundredths (8.67) feet along the centerline of State Route 63, thence S 1° 0' W four-hundred seven and fourteen one-hundredths (407.14) feet, thence S 89° 4' E four-hundred fifteen and thirty eight one-hundredths

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(415.38) feet, to a point one-hundred twenty-five and five one-hundredths (125.05) feet short of the centerline of the Pennsylvania (C & L N) RR R/W and this line produced, thence N 38° 30' W one-hundred forty-two and seventy-five one-hundredths (142.75) feet, thence N 45° 33' W four-hundred thirty-six and eighteen one-hundredths (436.18) feet to the point of beginning and containing two and eighty-three one-thousandths acres more or less.

Less and except 0.242 acres dedicated as right of way by Dedication Plat of a portion of Right-of-Way of State Route 63 and Union Road, recorded in PB 84, pages 20-22, Warren County, Ohio Records, leaving a balance of 1.841 acres.

Sidwell No. 11-05-200-007

Situated in Section 5, Town 3 East, Range 3 North, Turtlecreek Township, City of Monroe, Warren County, Ohio and being more particularly described as follows:

Commencing at the intersection of the easterly right-of-way line of Interstate Route 75 with the Butler-Warren County Line;

thence along said easterly right-of-way line the following six courses:

- 1.) N 26° 17' 00" E a distance of 1268.85 feet;
- 2.) N 34° 12' 40" E a distance of 252.50 feet;
- 3.) N 28° 01' 18" E a distance of 350.32 feet;
- 4.) N 47° 57' 44" E a distance of 214.84 feet;
- 5.) N 63° 56' 03" E a distance of 442.21 feet;
- 6.) N 38° 58' 16" E a distance of 77.46 feet to a point in the southerly line of the Gulf Oil Co. as recorded in D.B. 355, Page 298

thence along said southerly line, S 84° 23' 49" E a distance of 260.27 feet;

thence along the east line of the Gulf Oil Co., N 05° 36' 11" E a distance of 259.07 feet to a northerly line of an original 778.5945 acre tract conveyed to Corridor 75 Park Ltd. In O.R. 1226 , Page 23;

thence along said northerly line, S 84° 15' 12" E a distance of 1951.84 feet;

thence continuing along said northerly line, N 67° 54' 20" E a distance of 932.39 feet;

thence along an easterly line of said tract, S 06° 51' 02" W a distance of 427.35 feet to a 5/8" iron pin found at the True Point of Beginning, being the southwest corner of a 2.083 acre tract conveyed to the Village of Monroe as recorded in Deed Book 225 Page 233;

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JOINT MAINTENANCE AGREEMENT SEWER

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thence along the south line of said 2.083 acre tract, S 84° 57' 01" E a distance of 415.40 feet to a 5/8" iron pin found in the centerline of Union Road;

thence along the centerline of Union Road, S 29° 05' 07" E a distance of 120.81 feet to a railroad spike set;

thence along a new division line in said original 778.5945 acre tract, N 84° 57' 01" W a distance of 486.34 feet to a 5/8" iron pin set;

thence along a new division line in said 778.5945 acre tract, N 06° 51' 02" E a distance of 100.05 feet to the Point of Beginning, containing 1.035 acres more or less and being subject to easements, restrictions and rights-of-way of record.

Deed Reference: O.R. 1226 Pg. 23

Bearing Reference: Bearings are based on Survey Record Volume 97, Page 14 of the Warren County Engineers Record of Land Surveys.

The above description is based on a survey made by Kleingers & Associates, under the direction of David L. Cox, Ohio Professional Surveyor N o. 7101 and is recorded in Volume 104 , Page 74 of the Warren County Engineers Record of Land Surveys.



February 28, 2019

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933
FX: 859.268.3341

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480
FX: 216.736.7155

17300 Preston Rd
Suite 310
DALLAS
TX 75252
469.941.4926
FX: 469.941.4112

Kevin Chesar
Development Director
City of Monroe
223 South. Main St.
Monroe, Ohio 45050

RE: Great Miami Trail Services

Dear Mr. Chesar:

Brandstetter Carroll Inc. (BCI) is pleased to present this proposal to provide services for the above referenced project. This contract was prompted by additional requirements due to the federal and state funding that has been obtained by the City of Monroe for the trail construction as outlined in the *LPA Scope of Services Form – Revised 1/14/19*, which has been attached. The additional services are for the creation of ODOT right-of-way plans, geotechnical services, and environmental services. BCI will be coordinating with a team of sub-consultants to fulfill the requirements for those categories.

The detailed scope of services have been included as attachments to be included in this agreement. Please note that due to the nature of the environmental services, some tasks may be required dependent upon what is revealed during the initial screening and analysis. Also, please note that this proposal includes utilizing the previously completed boundary survey that has been completed along the proposed trail alignment.

BCI offers to complete the above tasks for the following fee schedule:

ODOT Right-of-Way Plans	\$25,850
Geotechnical Services	\$46,950
Environmental Base Services	\$31,500
Environmental Additional Services (if required)	\$25,940
Total:	\$130,240

Included Attachments:

Attachment A: ODOT Right-of-Way Plans Scope of Services

Attachment B: Geotechnical Scope of Services

Attachment C: Environmental Scope of Services

\$25,850
\$46,950
\$31,500
\$25,940
\$130,240

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Terms and conditions shall be as per the attached documents. This letter shall serve as our agreement. Please return a signed copy of this letter to serve as our authorization to proceed.

Sincerely,

Timothy G. Brandstetter, P.E., PTOE

PROPOSED BY:
BRANDSTETTER CARROLL INC.


Signature

Benjamin E. Brandstetter
Printed Name

President
Title

5/3/19
Date

ACCEPTED BY:
CITY OF MONROE, OHIO


Signature

W. King Beck
Printed Name

City Manager
Title

4.23.19
Date

Attachment A: ODOT Right-of-Way Plans Scope of Services

The team has previously performed a boundary survey of the former Americana amusement park. As you are aware, the team also performed a boundary survey of the former M&E canal lands last year to establish the parcel lines throughout the proposed trail alignment. Additionally, the team is prequalified with ODOT for right-of-way plan development services and look forward to assisting you with the right-of-way plans. Accordingly, we have developed the following proposed scope of services:

- A. Review prior survey and perform document research, as needed, to update current ownership records and search for easements which may impact the proposed alignment.
- B. Generate "proposed acquisition limits" based on the construction limits as designated on your design drawings.
- C. Generate the following plans sheets (in AutoCAD format) in accordance with ODOT specifications.
 - Legend Sheet
 - Centerline Plat (± 5 sheets)
 - Property Map (± 5 sheets)
 - Summary of Additional Right of Way (± 1 sheet)
 - Right of Way Detail Sheet (± 13 sheets)
- D. Generate legal descriptions on the proper RX forms, as required by ODOT. We understand that the project will impact approximately six parcels (four ownerships) as permanent takes, but at this time we are unclear if the parcels will be obtained as fee simple or easement parcels. We also understand that other parcels may be impacted by temporary easements for drainage and/or grading purposes.
- E. Perform field QC check prior to issuing final right-of-way documents.
- F. Provide supervision and Project Management.

It is understood that additional field surveying services will not be required. Monumentation of acquisition parcels and / or proposed centerline, if required, will be set after construction by the contractor's surveyor, in accordance with ODOT policy.

Attachment B: Geotechnical Scope of Services

This proposal assumes all exploration locations, are accessible with our track-mounted drilling equipment. Shoreline erosion protection is anticipated in two locations along the proposed trail. Shoreline improvement is anticipated to consist of, but not limited to, drilled pier retaining wall, rip-rap, A-Jacks, etc.

Field Exploration

The field exploration program consists of the following:

- 30 borings to 10' deep along the trail alignment
- 5 borings planned to 30' deep at the shoreline erosion control locations

Boring Layout and Elevations

The team will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-1 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a track-mounted drill rig using continuous flight augers (hollow stem). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. For the borings performed in the location of the shoreline erosion protection areas, continuous sampling will be performed for 6 feet at the flowline of the creek/river. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Upon encountering bedrock or refusal-to-drilling conditions, we will attempt to collect a sample by over driving the split-barrel sampler. Coring of the refusal material is beyond the scope of our work.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance

We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Clearing of vegetation will be required at some of the boring locations. We have included the cost of clearing using a dozer in our fee.

Safety

The team is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore the team will comply with local regulations to request a utility location service through OUPS. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. The team will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, The team can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access

The team must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. Lab testing will be performed per ODOT requirements. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the ODOT Classification System.

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters (to be designed by others)

Additionally, one set of engineering drawings will be prepared for each of the two shoreline erosion protection locations identified by BCI that includes the following:

- Plan View of Proposed Erosion Protection Remediation
- Elevation View of Proposed Erosion Protection Remediation
- Typical Section Drawing
- Technical Specifications and Details

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

A MSE retaining wall is also to be included in the vicinity of the pond in addition to the shoreline locations as described above. If an MSE wall is not sufficient for the purposes of the needed design, additional services may be incurred for a different design approach, such as a drilled pier wall.

Attachment C: Environmental Scope of Services

ODOT determined that this project will require a Level C2 Categorical Exclusion (CE) document and will likely require waterway permitting. A detailed scope of services to be performed as part of the required support studies and documentation for the CE document and waterway permitting (if required) follows.

The following activities are required for environmental clearance and permit approvals, per ODOT's January 14, 2019 Scope of Services form.

Task 1: Detailed Environmental Studies

The team will perform a site visit during which they will identify environmental resources in the project area, primarily focusing on streams, wetlands, potential endangered species habitat, Section 4(f) resources, and any potential hazardous materials concerns. Notable resources will be located by GPS in the field.

Stream assessment forms (Ohio EPA Primary Headwater Habitat Evaluation Forms [HHEI]) will be completed for each of the streams in the project area. In addition, Wetland Determination Data forms and Ohio Rapid Assessment Method (ORAM) forms will be completed for wetlands in the project area. A photo log also will be compiled to document ecological resources, as well as any Section 4(f) resources and/or potential hazardous materials concerns in the project area. The field data will be used to prepare environmental reports to support completion of a Level C2 Categorical Exclusion and waterway permitting (if required) in accordance with applicable ODOT manuals and guidance documents. Specific tasks include:

A. Level 1 Ecological Survey Report (ESR)

A Level 1 Ecological Survey Report (ESR) will be prepared using the current ODOT ESR form and ODOT Ecological manual guidance, and will include ecological resource information for ODOT, U.S. Fish and Wildlife Service (USFWS), and Ohio Department of Natural Resources (ODNR) review. Based on the project type and location, and various map reviews, it is assumed that the level of effort required for this task will be between a "Medium Level" and a "High Level" as described in ODOT's 2018 Fee Guidance, due to the anticipated number of potentially jurisdictional waters in the study area. Direct costs include travel to and from the project area for field studies, as well as miscellaneous items (\$100 lump). The draft Level 1 ESR will be submitted in PDF form. Following review and approval, Stantec will upload the document to ODOT's EnviroNet.

Note: The Great Miami River is an ODNR-listed Group 4 stream for mussels. Though unlikely, a mussel survey may be required if there are impacts to the Great Miami River. In the unlikely event that a mussel survey is determined necessary, the team will submit a scope and fee proposal at that time.

B. Regulated Materials Review Screening (formerly Environmental Site Assessment Screening)

The team will conduct a Regulatory Materials Review (RMR) Screening following ODOT's RMR manual guidelines. No additional RMR assessment/investigation (i.e. Phase I or Phase II ESA) is expected to be required. In the unlikely event that a Phase I

or Phase II ESA is determined necessary, Stantec will submit a scope and fee proposal at that time. Based on the project type and location, it is assumed that the level of effort required for this task will be "Low Level" as described in ODOT's 2018 Fee Guidance. There are no direct costs associated with this task (field inspections, if necessary, will be combined with the Level 1 ESR task above). The draft RMR Screening will be submitted in PDF form. Following review and approval, the team will upload the document to ODOT's EnviroNet.

C. Section 106 (Cultural Resources) Studies

The team will prepare a Section 106 Scoping Request Form package following ODOT's Cultural Resources manual guidelines. This package will summarize the proposed project and previous studies/clearances and provide literature review mapping using the Ohio Historic Preservation Office (OHPO) online mapping database. The team's proposed fee is based on ODOT's 2018 Fee Guidance (no fee guidance levels are specified for this task). There are no direct costs associated with this task (field inspections, if necessary, will be combined with the Level 1 ESR task above). The draft 106 Scoping Request Form package will be submitted in PDF form. Following review and approval, Stantec will upload the document to ODOT's EnviroNet.

Phase I cultural resources studies (history/architecture and/or archaeology) may be required for this project, based on the results of the Section 106 Scoping Request review (by ODOT). These tasks are included in this proposal as "If Authorized" Tasks 6a and 6b. The scope and fee proposals assume a "Low Level" of effort will be required per ODOT's 2018 Fee Guidance. If authorized, the Phase I cultural study (or studies) will be completed and the draft report(s) will be submitted in PDF form. Following review and approval, Stantec will upload the document(s) to ODOT's EnviroNet.

Phase I Archaeological Survey

The team will conduct a Phase I archaeological survey of the project area of potential effect (APE) to determine if archaeological sites are present in the area. Phase I Archaeological Survey investigations will be conducted in accordance with guidelines of the Ohio Department of Transportation (ODOT) and the Ohio Historic Preservation Office (OHPO). Hours estimates were developed in accordance with ODOT's 2018 Consultant Fee Guidance. The team assumes a "Low Level" Phase I archaeological survey will be sufficient.

Our services will include:

- Conducting desktop research of background records available through the OHPO Online Mapping System.
- Conducting a Phase I archaeological survey of the APE which consists of the 12,121 ft, 10 ft wide trail corridor (2.8 acres) carried out by shovel test probes (STP)s and/or pedestrian survey. The exact methods employed will depend on factors such as slope, ground surface visibility, and obvious indications of recent disturbance.
- Analysis of recovered artifacts and documentation of up to one low density artifact scatter as an archaeological site.
- Documentation of the investigation in a Short Report format.

Phase I History/Architecture Survey

The team will conduct a Phase I History/Architecture Survey of the proposed APE described above to determine if archaeological sites are present in the area. The phase I History/Architecture Survey investigations will be conducted in accordance with guidelines of the Ohio Department of Transportation (ODOT) and the Ohio Historic Preservation Office (OHPO). Hours estimates were developed in accordance with ODOT's 2018 Consultant Fee Guidance. The team assumes a "Low Level" Phase I archaeological survey will be sufficient.

Our services will include:

- Preparation of a photographic log and resource specific photographs of up to 2 historic resources greater than 50 years old.
- Completion of Ohio Historic Inventory (OHI) forms for up to 2 historic resources.
- Documentation of the investigation in a Short Report format.

D. Section 4(f) Determination

The Section 4(f) review is expected to result in a determination that the project is a transportation enhancement activity (TEA) and would qualify as an exemption for Section 4(f) approval. Therefore, it is assumed that a "Low Level" of effort will be required for this task per ODOT's 2018 Fee Guidance. There are no direct costs associated with this task (field inspections, if necessary, will be combined with the Level 1 ESR task above). Based on a review of the Land and Water Conservation Fund (LWCF) database, there are no known Section 6(f) Land and Water Conservation Fund properties in the project area. If it is determined that Section 6(f) properties are involved, a modification of this proposal will be required.

As previously noted, all studies will be performed using current ODOT manuals and related technical guidance. All reports, reviews, approvals, and relevant correspondence will be uploaded to ODOT's EnviroNet following review and approval.

Deliverables:

- Ecological Survey Report (Level 1)
- Regulated Material Review Screening
- Section 106 Scoping Request
- Section 4(f) Determination
- Phase I Archaeology Report (if authorized)
- Phase I History-Architecture Report (if authorized)

Exclusions:

- Ecological Survey Report (Level 2)
- Biological Assessments
- Mussel Survey/Relocation (unlikely and not included in this proposal)
- Regulated Material Review Assessment/Investigation (Phase I or Phase II ESA)
- Section 4(f) - Individual 4(f) Evaluation

- Section 6(f) - Coordination/Involvement
- Phase II Cultural Resources Studies or Data Recovery

Task 3: Categorical Exclusion

Following completion of Tasks 1 and 2, Stantec will prepare a Level C2 Categorical Exclusion (CE) for National Environmental Policy Act (NEPA) clearance using ODOT's EnviroNet website. This task includes basic data collection and review (such as census data) and preparation of summary text and exhibits necessary for documenting project details and potential impacts. No detailed environmental studies are included in this task. This task includes preparation of a brief project description and purpose and need discussion but does not include preparation of a stand-alone purpose and need statement. Based on the project type and location, it is assumed that the level of effort required for this task will be "Low Level" as described in ODOT's 2018 Fee Guidance. There are no direct costs associated with this task (field inspections, if necessary, will be combined with the Level 1 ESR task above). The draft CE will be converted from EnviroNet format to PDF format and submitted for review. Following review and approval, the team will submit the document for ODOT review electronically via EnviroNet.

Deliverables:

- Level C2 Categorical Exclusion document using ODOT's EnviroNet website.

Exclusions:

- Level D1 Categorical Exclusion (or higher)
- Feasibility Study or Alternatives Evaluation Report
- Stand-Alone Purpose and Need Statement (not required per ODOT)
- Air Quality/Noise Studies (not required per ODOT)
- Detailed socioeconomic studies (such as Underserved Populations Impact Assessment Report)

Task 4: Waterway Permitting

If the project will impact potentially jurisdictional waters (streams, wetlands, or other potentially jurisdictional waterbodies), the team will prepare a Permit Determination Request (PDR) following ODOT's Waterway Permits manual guidance. If authorized (based on the results of the PDR review), the team will prepare a waterway permit application (U.S. Army Corps of Engineers 404 Pre-Construction Notification – also referred to as a "PCN") in accordance with ODOT's Waterway Permits manual (see "If Authorized" Task 6c). Since this is an ODOT-Let project, it is expected that this project will be eligible for use of ODOT's Regional General

Permit (RGP), which is scheduled for agency re-authorization in October 2019. Ohio EPA 401 permitting may be required if RGP 401 impact thresholds are exceeded (unlikely). If 401 permitting is required, an Ohio EPA 401 Director's Authorization (also referred to as a 401 "waiver") may be applicable in lieu of a full Individual 401 permit, and is included as "If Authorized" Task 6d of this proposal. This proposal assumes any

required mitigation will be addressed through mitigation banks and/or in-lieu fee program (no permittee-responsible mitigation). This proposal assumes ODOT will handle agency coordination and submittal of any waterway permit applications. Should ODOT determine that the City of Monroe needs to handle agency coordination/ permit application submittal, the team will perform that task as part of "If Authorized" Task 6c and Task 6d, if requested. It is anticipated that the level of effort required to prepare the PDR (and PCN) will be between a "Medium Level" and a "High Level" per ODOT's 2018 Fee Guidance (due to the estimated number of potentially jurisdictional waters in the study area). There are no specified fee guidance levels for a 401 DA.

Deliverables:

- Permit Determination Request (PDR) Package
- USACE 404 PCN Application (if Authorized)
- OEPA 401 Director's Authorization (DA) (if Authorized) Exclusions:
- USACE 404 Individual Permit Application
- OEPA 401 Individual Permit Application
- Isolated Wetland Permit Application
- Mitigation Plan

All waterway permitting documents will be uploaded to ODOT's EnviroNet following review/approval.

Task 5 – Project Coordination/Management

Project coordination/management tasks to be performed by project manager or environmental task leader for the duration of the project. This task includes attendance at no more than one project meeting.

Cost Summary of Additional Services

As discussed above, certain tasks may be required based upon the findings in the base services. The cost outline for the additional services are as outlined below:

Phase 1 Archaeology	\$6,840
Phase 1 History/Architecture	\$5,920
404 PCN	\$8,040
401 DA	\$5,140

LPA SCOPE OF SERVICES FORM - REVISED 1/14/19

A. Project Identification

County	Butler	Route	Great Miami River Trail	Section	Monroe
Project sponsor / Maintenance responsibility:			City of Monroe		
Local Let			ODOT Let	X	
Field review date:		1/10/19	Scope meeting date:		1/10/19
Highway Functional Classification			N/A (bike path)		
PID	109591				
Fiscal Year	2022		Proposed sale date:		Q1 of SFY 2022

B. Design Standard

AASHTO, ODOT

LPA must identify and attach any locally developed design standards proposed for the project for review and acceptance by the ODOT District.

C. Project Description

Purpose and Need:	Complete a section of the Great Miami River Trail through the Monroe city limits. This section begins to fill in the large trail network gap between the cities of Hamilton and Middletown to complete the larger network from Fairfield to Piqua.
Project Description:	Construction of approximately 2.3 miles of an off-road shared use trail. Construction of a retaining wall along Dick's Creek will also be performed.

Prior studies / plan (identify):	Great Miami River Bikeway Regional Trail; Great Miami River Trail Master Plan - Monroe Section
Estimated Project Length: (limits of physical work)	2.3 miles
Work Length: (project length & approach work, e.g. MOT signage)	2.3 miles

Alignment	Existing		New	X
-----------	----------	--	-----	---

Profile	Existing		New	X
Logical Termini: (w/explanation)	From the existing pavement in Bicentennial Commons Park north to the City limits.			

D. Typical Sections

Existing:

Width:	Pavement	n/a	Graded Shoulder	n/a	Treated Shoulder	n/a
R/W	Varies					
Bridge	face to face of rails	n/a	toe to toe of parapets	n/a		
Curbs	Yes		No	X		
Curb ramps	Yes		No	X		
Sidewalks	Yes		No	X	Comment	
Guardrail	Yes		No	X	Type	

Existing Signals:	Yes:		No:	X	Number:
Locations:	n/a				
Ex. Warrants?:	n/a				

Proposed:

Width:	Pavement	10'	Graded Shoulder	2'	Treated Shoulder	n/a
Bridge	face to face of rails	n/a	toe to toe of parapets	n/a		
Median:	Yes		No	X	Type	
Curbs:	Yes		No	X	Type	
Curb ramps:	Yes		No	X	Comment	
Sidewalks	Yes		No	X	Comment	
Guardrail	Yes	X	No		Type	Bike path fencing where needed due to slopes

Proposed Signals:	Yes:		No:	X	Number: 0
Locations:	n/a				
Warrants:	n/a				
ITS Coordination (CFR 940):	Major ITS:		Minor ITS:		Non-ITS: X
Procedures for CFR 940 ITS Compliance follow Part 13 to ODOT Traffic Engineering Manual					
Comments:	No signal work, trail does not cross through any intersections				

Opportunities for Safety Improvements

Crash History/Potential Countermeasures	n/a

Supplemental Information

ADT	n/a	Design ADT	n/a
DHV	n/a	Certified Traffic	n/a
T24	n/a		
Design Speed	15 mph	Legal Speed	n/a
Comments:	18mph is desirable, designer will investigate possibly designing to 18mph.		

E. Right-of-Way

Right-of-Way Plan:	Yes	X	No	
Approximate # of Parcels:	Trail to be built within existing city, metroparks, or Miami Conservancy District lands, and on Texas Eastern property			
Relocations:	Yes		No	X
Railroad Involvement:	Yes		No	X
Railroad Name:	n/a			
Encroachments:	None known			
Airway Highway Clearance:	Yes		No	X
Airport Name	n/a			

Comments:	n/a
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Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.
Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. A Local, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

F. Utilities

Aerial:

Phone	Yes		No		Company	
Cable	Yes		No		Company	
Power	Yes	X	No		Company	Transmission Lines

Buried:

Phone	Yes		No		Company	
Cable	Yes		No		Company	
Power	Yes		No		Company	
Gas	Yes		No		Company	
Pipelines	Yes	X	No		Company	Texas Eastern, possibly 2 other pipelines (TBD)
Water	Yes		No		Private	Public
Sanitary Sewer	Yes		No		Private	Public
Storm Sewer	Yes		No		Private	Public
Other						

Comments	Consultant to try to avoid utility conflicts throughout design while holding to the scope of work. If utility conflicts cannot be avoided, they should be minimized. Consultant to provide a copy of the OUPS ticket information to ODOT PM (if applicable). Up to date utility contacts shall be used at each plan submission. Utility contact information can be requested by consultant from ODOT PM. If OUPS and OGPUPS ticket are more than two (2) years old, a design non-marking ticket shall be requested to obtain most up to date Utility Members List. The ticket does not need to be submitted to obtain the Utility Members List. Consultant to provide a utility set of plans with the utility lines shown in color using the most recent version of ODOTcadd_UTPen.tbl at each plan submission. This file is found in the standard ODOTcadd executable file that can be downloaded from the CADD services webpage. Consultant to prepare a summary of potential utility conflicts at each plan submission. Summary to be provided to Utility Companies at each plan submission. Summary to include, but not limited to station and offset of conflict, type of conflict (direct, decreased cover, proximity, etc.), utility owner (if known) and utility type. Consultant to compile Utility Company responses and forward to the ODOT PM. Final compilation of utility correspondence is due 35 days after plan submission to utilities. A “no response” from a utility on a plan submission review cannot be considered as “no comment”, “no conflicts” and/or “a confirmation of the consultant’s findings” from the utility. A written response (email is sufficient) must be received from the utility verifying that they have no comments, no conflicts and/or they agree with the conflicts identified by the consultant. Consultant to review the Utility Company responses and evaluate. The evaluation of the responses shall include validating that a conflict does exist or that a utility may remain in place. If a conflict does exist, consultant should provide an evaluation of the feasibility of potential resolutions. A disposition of utility status (i.e. utility to stay in place, utility facility relocation plan in writing or plan format) is required at the Stage 3 submission. This disposition shall be included to the utilities with the Stage 3 plan submission. This disposition shall be formulated based on utility responses from previous plan submissions.
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G. Structure Requirements - N/A (no structure work included)

H. Design Exception(s) required

Yes		No	X	Possible	
Explain:					

I. Traffic Control (Permanent)

Signing:	Yes	☒	No	☐	Remarks	Trail signage, warning signage, object markers, etc.
Striping:	Yes	☐	No	☒	Remarks	
Lighting:	Yes	☐	No	☒	Remarks	
RPM's:	Yes	☐	No	☒	Remarks	

J. Maintenance of Traffic

Detour	n/a	Part Width	n/a
Remarks:	n/a		

Maintenance of Pedestrian and Bicycle Traffic:	Yes	☐	No	☒
Remarks:				

K. Driveways

Yes	☐	No	☒	Type	
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L. Project Funding

Project Cost Estimate:	\$1,300,000				
Sources of Funding:	Federal (OKI), State (ODNR), Local				
Quantity splits required:	Yes	☐	No	☒	
Comments:					
Coordination with Concurrent Projects:	Yes	☐	No	☒	
Comments:					

Detailed Cost Estimates and Participation:

	Federal Funds/Percent Split			Local Funds/Percent Split		
PE			0%			100%
RIGHT OF WAY			0%			100%
UTILITIES			0%			100%
CONSTRUCTION	\$650,000		50%	\$650,000		50%
CONST ENGINEERING			0%			100%
TOTAL	\$650,000			\$650,000		

M. Environmental

Scope of the Proposed Action /Involvement with Resources:				
These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.				
Additional information regarding these items can be found on the Office of Environmental Services - Environmental Tool Kits webpage at http://www.dot.state.oh.us/Divisions/Planning/Environment/training/Pages/Toolkits.aspx				
	Not required	Required	Responsibility	Comments
Tentative CE Level <u>C2</u>		X	City of Monroe	
Purpose and Need Statement	X			
Section 106 Scoping Request Form		X	City of Monroe	
Cultural Resource Phase 1		TBD	City of Monroe	Pending review by ODOT-OES
Cultural Resource Phase II	X			
Mitigation	X			
Cultural Resource Section 4(f)	X			
Data Recovery Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation		X	City of Monroe	
Ecological Survey Level 1		X	City of Monroe	Endangered bat habitat mitigation possibly required, possible stream or wetland mitigation also

Ecological Survey Level 2	X			
Wetland Survey	X			Part of Level 1 ESR work
Section 9/Section 10 Stream	X			
404 NWP or Regional General Permit-Army Corps of Engineers		X	City of Monroe	Required if any waters of the US are impacted by the project.
404 PCN-Army Corps of Engineers		TBD	City of Monroe	
404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application		TBD	City of Monroe	May be required if wetlands impacted
Coast Guard Coordination	X			
ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR		X	City of Monroe	
Public Involvement		X	City of Monroe	
Public Meeting/Hearing	X			
Regulated Material Review		X	City of Monroe	
ESA Phase I/Phase II/Remediation	X			
Drinking Water Resources		X	City of Monroe	Mapping and plan notes
Flood Plain/Flood Way		X	City of Monroe	Follow OES Floodplain Management Guidelines
Underserved Populations		X		Follow OES UP Guidance
Noise Study	X			
Air Quality	X			

Asbestos Inspection Required:	Yes		No	X
Comment				

Any Known Environmental Concerns (ex. historic properties on National Register, wetlands, underground storage tanks, stream relocation):

Ecological impacts may require mitigation to endangered bat habitat, streams, wetlands, historic district beyond northern project limits

N. Roles / Responsibilities

Construction plan development: (ODOT Prequalified Consultant must be used if not being prepared in house by LPA)	ODOT Prequalified Consultant
Proposal/Specification Development:	ODOT
LPA Agreement (ODOT-Let):	City of Monroe / ODOT
Form and preliminary legislation:	City of Monroe / ODOT
Advertising and award of contract:	ODOT
Construction inspection:	ODOT
R/W plan development:	ODOT Prequalified Consultant
R/W acquisition / appraisals:	ODOT Prequalified Consultants
Utility coordination / relocation:	City of Monroe / ODOT

O. Field Review

Date:	1/10/19
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REPRESENTATIVES PRESENT: *See attached sign-in sheet.*

Other Comments/Requirements:	Follow requirements of ODOT's Specifications
For Geotechnical Explorations (SGE) Manual, submit Geotech Report with Stage 1.	
If project earth-disturbed area exceeds 1 acre, post-construction BMPs are required	

P. Project Schedule

Milestone	SFY	Compl.	Current
Assigned Milestones			
? Initial Project Scope Complete	2019	✓	01/10/2019
? LPA Scope of Services Document	2019	✓	01/10/2019
? Authorized Design Consultant	2019	✓	01/10/2019
? NEPA Start Date	2019	—	04/01/2019
? Stage 1 Plans - Submitted	2020	—	07/01/2019
? Stage 1 Plans - Complete	2020	—	08/01/2019
? Preliminary R/W Plans - Submitted	2020	—	10/01/2019
? Preliminary R/W Plans - Approved	2020	—	11/01/2019
? Final R/W Plans Submitted	2020	—	01/15/2020
? Final R/W Plans - Approved	2020	—	02/14/2020
? R/W Authorized	2020	—	02/28/2020
? Stage 2 Plans - Submitted	2020	—	03/02/2020
? Environmental Document Approved	2020	—	04/01/2020
? Stage 2 Plans - Complete	2020	—	04/02/2020
? Stage 3 Plans - Submitted	2021	—	11/16/2020
? Stage 3 Plans - Complete	2021	—	12/16/2020
? R/W Acquisition Complete	2021	—	02/26/2021
? Tracings Complete	2021	—	03/01/2021
? District R/W Certification	2021	—	03/26/2021
? Final Tracings - Approved	2021	—	03/29/2021
? Plan Package Received in C.O.	2021	—	04/01/2021
? Sale	2022	—	07/01/2021
? Award	2022	—	07/01/2021
? Estimated Begin Construction	2022	—	02/01/2022
? Estimated End Construction	2023	—	02/01/2023

**BRANDSTETTER CARROLL INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates.

(2) **Client's Responsibilities** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services under this Agreement until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without authorization of the data's creator, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data transferred.

(6) **Opinions of Cost** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance** The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **Limitation of Liability** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications** The Consultant shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability, applicability, or cost of its insurance.

(12) **Dispute Resolution** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(c) Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

(14) **Construction Phase Services**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of Ohio. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

CITY OF MONROE

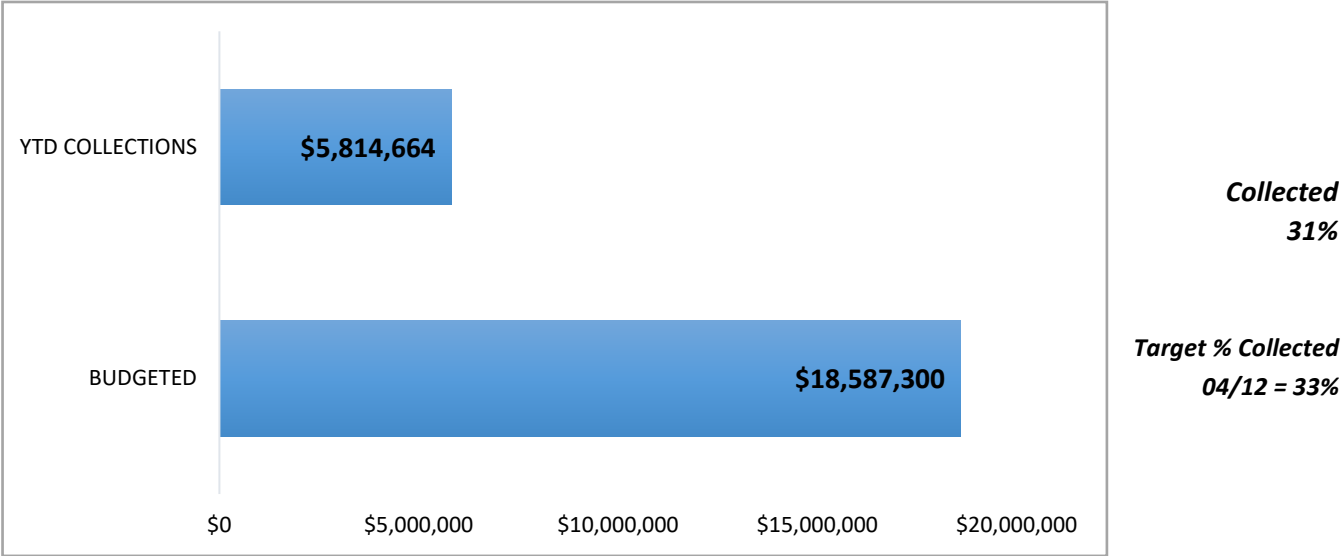
FINANCIAL REPORTS

FOR THE PERIOD ENDING

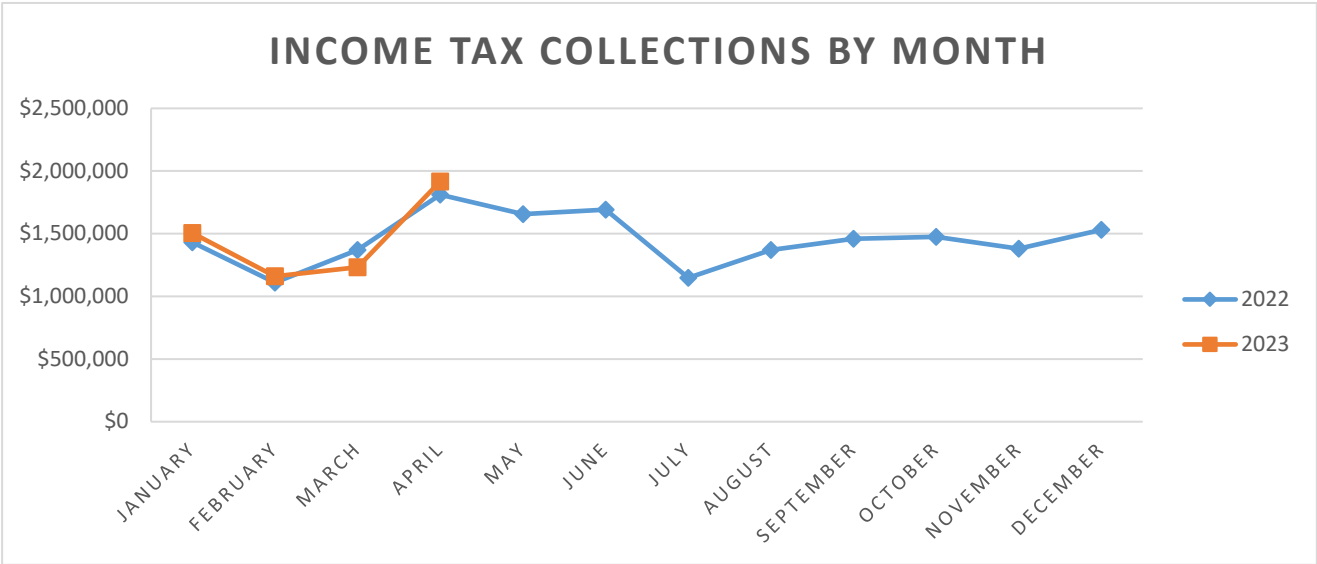
April 30, 2023

MUNICIPAL INCOME TAX MONTHLY REPORT APRIL 2023

As of the end of April, we have collected (YTD) \$5,814,664 in income tax dollars.
This equals to approximately 31% of the budget estimate.

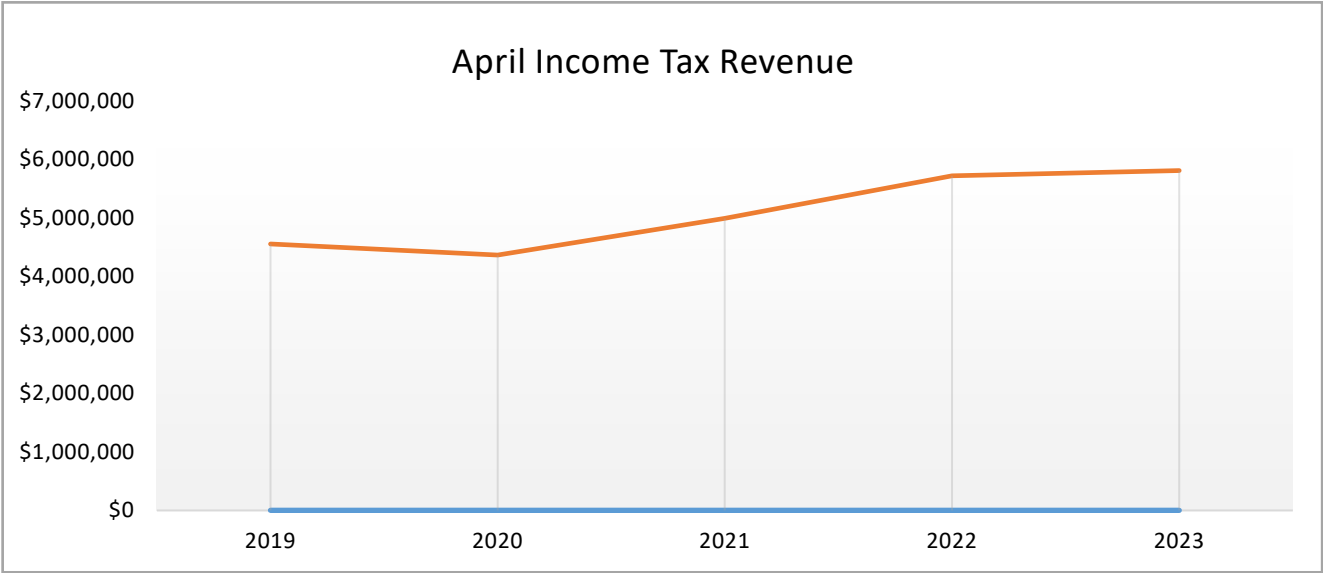


April income tax collections were **5% higher** in 2023 than at the same time last year. Overall, the City has collected a **difference of \$92,394** in 2023 than at the same time last year.



HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS

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



City of Monroe
Statement of Cash Position
As of 4/2023

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	6,724,180.11	5,527,594.33	6,178,446.47	6,073,327.97
2101	INCOME TAX - PUBLIC SAFETY	757,961.88	1,015,865.49	0.00	1,773,827.37
2210	STREET FUND	1,676,779.93	430,852.96	925,991.66	1,181,641.23
2220	STATE HIGHWAY FUND	230,563.10	31,657.94	63,118.83	199,102.21
2230	MOTOR VEHICLE LICENSE TAX FUND	170,636.28	0.00	80,250.08	90,386.20
2310	FIRE - 1989 LEVY FUND	892,073.73	2,136,111.98	2,287,622.62	740,563.09
2320	FIRE - 2005 LEVY FUND	1,010.27	0.00	0.00	1,010.27
2330	FEMA FUND	8,615.41	0.00	0.00	8,615.41
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	17,200.88	1,456,746.16
2370	ONEOHIO OPIOID SETTLEMENT FUND	10,357.03	25,570.61	0.00	35,927.64
2410	POLICE LAW ENFORCEMENT FUND	444,105.53	2,010,988.86	2,085,949.58	369,144.81
2420	DARE GRANT FUND	7,554.15	1,490.19	0.00	9,044.34
2430	ENFORCEMENT AND EDUCATION FUND	4,973.34	125.00	0.00	5,098.34
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	3,920.00	3,997.59	3,646.93
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	103,476.37	174,809.87
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	5 11,226.25	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	418,861.76	885,765.47
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	435,370.92	5,142.20	2,343,060.50
3110	PARK IMPROVEMENT FUND	727,442.93	6,467.90	285,355.24	448,555.59
3120	CAPITAL IMPROVEMENT FUND	3,216,943.34	50,677.96	254,124.19	3,013,497.11
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	0.00	354,506.30
4210	WATER BOND RETIREMENT FUND	240,658.69	0.00	0.00	240,658.69
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	0.00	339,606.68
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	1,132,088.06	722,006.99	1,540,916.07
6115	WATER GUARANTEE DEPOSIT	46,775.00	1,100.00	0.00	47,875.00
6120	WATER CAPITAL IMPROVEMENTS	639,755.76	6,620.84	267,945.76	378,430.84
6125	WATER METER& READ SYSTEM REPL	444,963.00	72,480.38	10,136.83	507,306.55
6210	SEWER FUND	37,985.94	402,430.54	421,953.07	18,463.41
6310	STORM WATER FUND	678,414.70	122,918.83	496,186.25	305,147.28
6315	STORMWATER DEPOSIT FUND	553,925.75	0.00	0.00	553,925.75
6410	GARBAGE FUND	206,296.61	394,802.32	364,083.17	237,015.76
6510	CEMETERY FUND	136,445.88	17,853.40	9,255.70	145,043.58
6610	STREET LIGHTING UTILITY	77,812.87	26,297.12	18,609.97	85,500.02
7100	CEMETERY MAINTENANCE TRUST	67,623.09	1,011.90	0.00	68,634.99
7110	MOUND CEMETERY TRUST FUND	70,637.27	933.71	0.00	71,570.98
7120	LONG STREET TRUST FUND	2,546.78	761.56	0.00	3,308.34
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	3,867.66	5,160.76	86,015.64
		28,535,472.34	18,391,732.71	18,161,233.70	28,765,971.35

YTD BUDGET REPORT - REVENUE APRIL 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	5,527,594.33	12,030,447
2101	2101 INCOME TAX - PUBLIC SAFET	3,180,000	3,180,000	1,015,865.49	2,164,135
2210	2210 STREET FUND	2,282,750	2,282,750	430,852.96	1,851,897
2310	2310 FIRE - 1989 LEVY FUND	4,803,169	4,803,169	2,136,111.98	2,667,057
2370	2370 ONEOHIO OPIOID SETTLEMENT	10,564	10,564	25,570.61	-15,007
2410	2410 POLICE LAW ENFORCEMENT FU	3,652,872	3,652,872	2,010,988.86	1,641,883
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	2,340,429	1,847,147
6110	6110 WATER FUND	2,795,514	2,795,514	1,132,288.06	1,663,226
6120	6120 WATER CAPITAL IMPROVEMENT	711,576	711,576	6,620.84	704,955
6210	6210 SEWER FUND	1,085,930	1,085,930	402,430.54	683,499
6310	6310 STORM WATER FUND	1,044,027	1,044,027	122,918.83	921,108
6410	6410 GARBAGE FUND	1,174,065	1,174,065	394,802.32	779,263
TOTALS		46,079,149	46,079,149	17,018,798	29,060,351

YTD BUDGET REPORT - EXPENSE APRIL 2023

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	1110 GENERAL FUND	18,986,643	18,999,861	5,692,172.68	978,008.83	12,329,679
2101	2101 INCOME TAX - PUBLIC SAFET	2,748,700	2,748,700	0.00	0.00	2,748,700
2210	2210 STREET FUND	3,109,492	3,115,790	773,398.57	94,078.35	2,248,313
2310	2310 FIRE - 1989 LEVY FUND	6,098,551	6,150,551	2,199,424.47	234,564.67	3,716,562
2360	2360 AMERICAN RESCUE PLAN ACT	855,000	855,000	17,200.88	5,733.62	832,066
2410	2410 POLICE LAW ENFORCEMENT FU	4,513,517	4,513,517	2,032,337.09	241,835.26	2,239,345
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	687,977.02	85,644.19	2,767,497
6120	6120 WATER CAPITAL IMPROVEMENT	1,392,538	1,392,538	49,615.70	998,296.80	344,626
6210	6210 SEWER FUND	1,306,181	1,306,181	427,405.76	15,880.49	862,895
6310	6310 STORM WATER FUND	1,337,732	1,337,732	73,433.61	24,435.42	1,239,863
6410	6410 GARBAGE FUND	1,203,457	1,203,457	368,209.30	11,116.34	824,131
TOTALS		53,862,821	53,934,337	15,213,843	2,689,594	36,030,900

Checks over \$15,000 April 2023

NAME	INVOICE NET	INVOICE DESCRIPTION
BUTLER COUNTY WATER & SEWER DEPT	91,025.81	ACCT # 3048687-2055515
BUTLER COUNTY WATER & SEWER DEPT	100,365.72	MARCH 2023 WASTE WATER
HENDEL'S AFFORDABLE TREE SERVICE	73,276.86	GREAT MIAMI TRAIL CLEARING & GRUBBING PROJECT
HUNTINGTON NATIONAL BANK	607,790.02	1ST HALF PAYMENT VHMON
HUNTINGTON NATIONAL BANK	281,144.39	1ST HALF PAYMENT - MALL
HUNTINGTON NATIONAL BANK	112,681.47	1ST HALF PAYMENT - AC EAST
KENDALL ELECTRIC INC.	20,380.79	SOUTH MAIN STREET LIGHTING
KENDIG KEAST COLLABORATIVE	21,911.23	PLANNING AND ZONING CODE UPDATE
MONROE LOCAL SCHOOL DISTRICT	2,513,442.02	SCHOOL REIMBURSEMENT
MOTOROLA SOLUTIONS, INC.	53,190.60	PORTABLE RADIOS
RUMPKE OF OHIO, INC	88,156.96	CUSTOMER # 6300108176
LARRY SMITH INC	154,684.50	EAST AVENUE WATER MAIN REPLACEMENT
SOUTHEASTERN EQUIPMENT CO, INC	47,385.00	TRAILER MOUNTED ASPHALT HOTBOX
STRYKER SALES CORP- MEDICAL DIVISION	29,474.05	LIFEPAK CR2 DEFIBRILLATORS (AED'S)
TURTLECREEK TOWNSHIP TRUSTEES	37,328.40	JEDD REVENUE SPLIT - 2023 QTR 1
WEX INC	22,250.56	FUEL FOR MARCH 2023

CITY OF MONROE

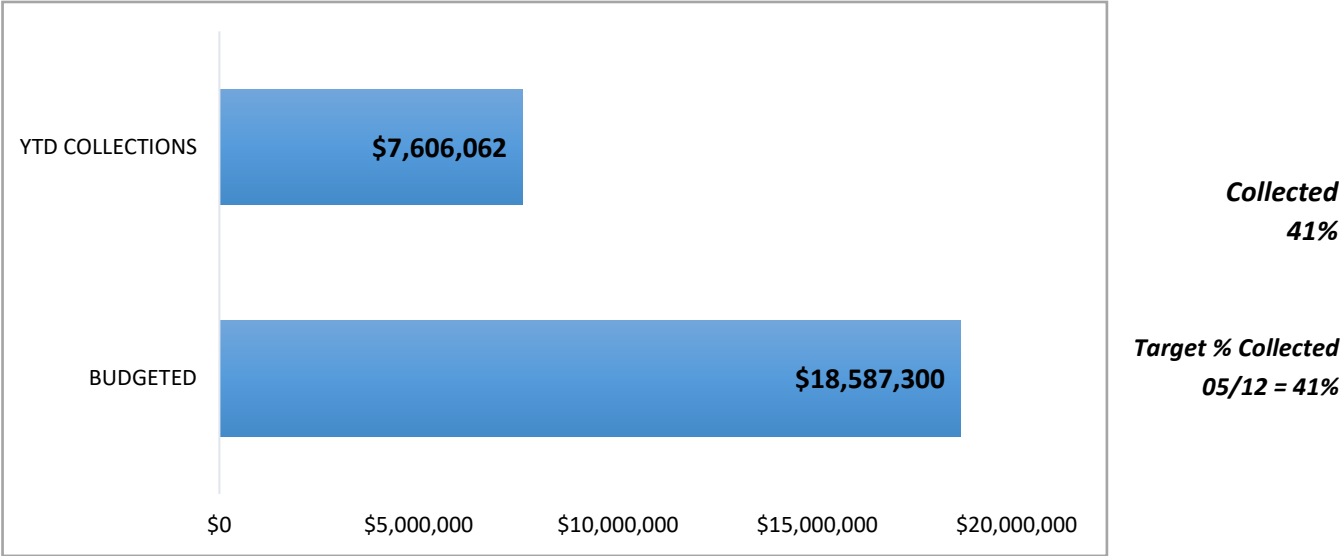
FINANCIAL REPORTS

FOR THE PERIOD ENDING

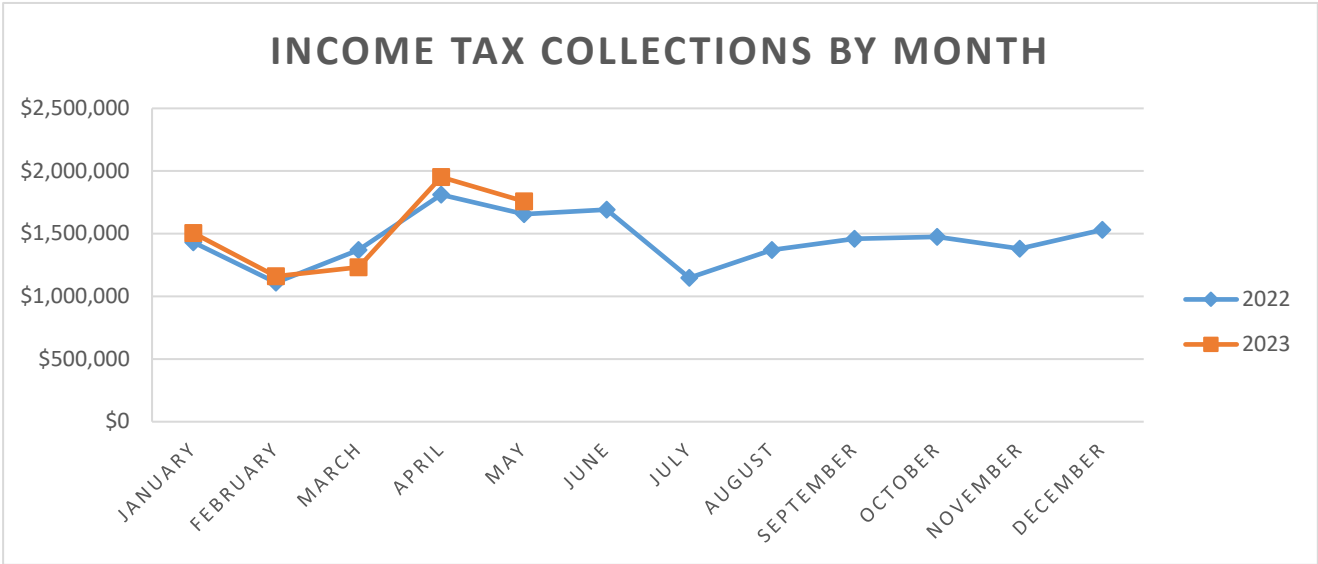
May 31, 2023

MUNICIPAL INCOME TAX MONTHLY REPORT MAY 2023

As of the end of May, we have collected (YTD) \$7,606,062 in income tax dollars.
This equals to approximately 41% of the budget estimate.

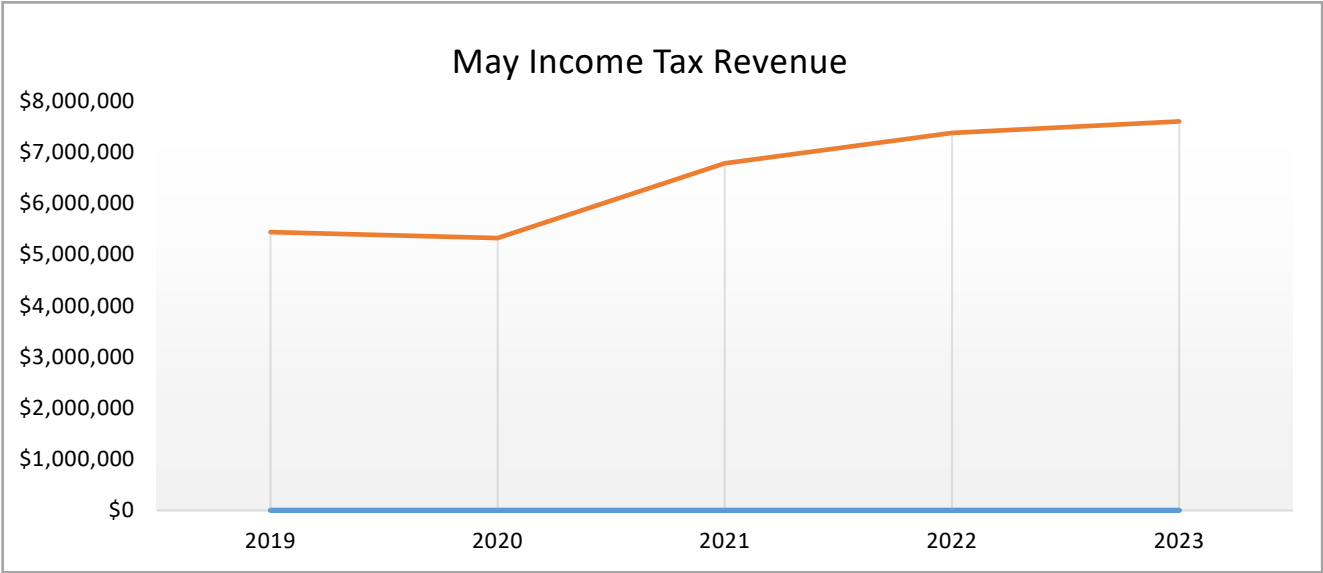


May income tax collections were **6% higher** in 2023 than at the same time last year. Overall, the City has collected a **difference of \$227,608** in 2023 than at the same time last year.



HISTORICAL COLLECTION OF TAX REVENUE OVER 5 YEARS

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



City of Monroe
Statement of Cash Position
As of 5/2023

Fund	Fund Description	Beg Balance	YTD Receipts	YTD Expenses	Unexpended Balance
1110	GENERAL FUND	6,724,180.11	7,130,581.59	7,133,460.45	6,721,301.25
2101	INCOME TAX - PUBLIC SAFETY	757,961.88	1,328,717.17	0.00	2,086,679.05
2210	STREET FUND	1,676,779.93	517,814.22	1,077,239.78	1,117,354.37
2220	STATE HIGHWAY FUND	230,563.10	38,735.16	91,015.41	178,282.85
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	2,226,399.49	2,823,938.47	294,534.75
2320	FIRE - 2005 LEVY FUND	1,010.27	0.00	0.00	1,010.27
2330	FEMA FUND	8,615.41	0.00	0.00	8,615.41
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	25,570.61	0.00	35,927.64
2410	POLICE LAW ENFORCEMENT FUND	444,105.53	2,146,090.82	2,589,876.10	320.25
2420	DARE GRANT FUND	7,554.15	2,980.38	0.00	10,534.53
2430	ENFORCEMENT AND EDUCATION FUND	4,973.34	161.00	0.00	5,134.34
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	4,876.00	4,118.79	4,481.73
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	569,450.20	5,142.20	2,477,139.78
3110	PARK IMPROVEMENT FUND	727,442.93	7,761.48	315,626.44	419,577.97
3120	CAPITAL IMPROVEMENT FUND	3,216,943.34	76,852.65	390,997.90	2,902,798.09
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	1,406,437.88	905,259.33	1,632,013.55
6115	WATER GUARANTEE DEPOSIT	46,775.00	1,025.00	0.00	47,800.00
6120	WATER CAPITAL IMPROVEMENTS	639,755.76	8,410.23	346,450.52	301,715.47
6125	WATER METER& READ SYSTEM REPL	444,963.00	92,762.15	10,899.97	526,825.18
6210	SEWER FUND	37,985.94	516,993.97	519,446.82	35,533.09
6310	STORM WATER FUND	678,414.70	150,752.32	531,148.02	298,019.00
6315	STORMWATER DEPOSIT FUND	553,925.75	0.00	0.00	553,925.75
6410	GARBAGE FUND	206,296.61	503,314.56	457,440.82	252,170.35
6510	CEMETERY FUND	136,445.88	25,617.73	34,069.95	127,993.66
6610	STREET LIGHTING UTILITY	77,812.87	36,282.37	23,203.62	90,891.62
7100	CEMETERY MAINTENANCE TRUST	67,623.09	1,431.64	0.00	69,054.73
7110	MOUND CEMETERY TRUST FUND	70,637.27	1,345.58	0.00	71,982.85
7120	LONG STREET TRUST FUND	2,546.78	1,188.56	0.00	3,735.34
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	15,936.35	6,670.76	96,574.33
		28,535,472.34	21,369,361.36	21,385,163.40	28,519,670.30

YTD BUDGET REPORT - REVENUE MAY 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	7,130,581.59	10,427,459
2101	2101 INCOME TAX - PUBLIC SAFETY	3,180,000	3,180,000	1,328,717.17	1,851,283
2210	2210 STREET FUND	2,282,750	2,282,750	517,814.22	1,764,936
2310	2310 FIRE - 1989 LEVY FUND	4,803,169	4,803,169	2,226,399.49	2,576,770
2370	2370 ONEOHIO OPIOID SETTLEMENT	10,564	10,564	25,570.61	-15,007
2410	2410 POLICE LAW ENFORCEMENT FUND	3,652,872	3,652,872	2,146,090.82	1,506,781
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	1,406,637.88	1,388,876
6120	6120 WATER CAPITAL IMPROVEMENT	711,576	711,576	8,410.23	703,166
6210	6210 SEWER FUND	1,085,930	1,085,930	516,993.97	568,936
6310	6310 STORM WATER FUND	1,044,027	1,044,027	150,752.32	893,275
6410	6410 GARBAGE FUND	1,174,065	1,174,065	503,314.56	670,750
	TOTALS	46,079,149	46,079,149	19,825,243	26,253,906

YTD BUDGET REPORT - EXPENSE MAY 2023

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET
1110	1110 GENERAL FUND	18,986,643	18,999,861	6,459,012.22	911,652.69	11,629,196
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	901,163.85	89,443.68	2,125,182
2310	2310 FIRE - 1989 LEVY FUND	6,098,551	6,150,551	2,687,210.49	249,486.29	3,213,854
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	2,485,722.14	214,987.03	1,812,808
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	873,378.29	65,359.12	2,602,381
6120	6120 WATER CAPITAL IMPROVEMENT	1,392,538	1,392,538	88,869.24	959,043.26	344,626
6210	6210 SEWER FUND	1,306,181	1,306,181	525,519.51	15,880.49	764,781
6310	6310 STORM WATER FUND	1,337,732	1,337,732	79,995.63	23,544.04	1,234,192
6410	6410 GARBAGE FUND	1,203,457	1,203,457	462,040.97	11,116.34	730,300
	TOTALS	53,862,821	53,934,337	17,477,769	2,541,258	33,915,310

Checks over \$15,000 May 2023

NAME	INVOICE NET	INVOICE DESCRIPTION
ALL TRAFFIC, INC.	18,055.00	NEW SPEED TRAILER WITH ACCESSORIES AND PARTS
BUTLER COUNTY WATER & SEWER DEPT	90,617.06	APRIL 2023 WASTE WATER
BUTLER COUNTY WATER & SEWER DEPT	100,900.81	ACCT # 3048687-2055515
BRANDSTETTER CARROLL, INC.	18,044.40	DESIGN SERVICES PHASE 2 MBC
FORD DEVELOPMENT CORP.	173,488.26	SR63 & LAWTON AVE RECONSTRUCTION PROJECT
KENDIG KEAST COLLABORATIVE	19,599.49	PLANNING AND ZONING CODE UPDATE
MAJORS ENTERPRISE INC	19,940.90	MONROE CROSSINGS CURB INLET REPLACEMENT
NATIONAL INSPECTION CORPORATION	28,068.69	BUILDING SERVICES FOR 2022
EVERETT J. PRESCOTT, INC	38,050.00	FIRE HYDRANTS
RUMPKE OF OHIO, INC	88,049.80	CUSTOMER # 6300108176
SOUTHEASTERN EQUIPMENT CO, INC	41,487.00	ASPHALT ROLLER
VAST DATA CONCEPTS, LLC DBA WEBCEMETERIES	17,457.00	CEMETERY SOFTWARE FOR PUBLIC WORKS
WEX INC	22,462.67	FUEL FOR APRIL 2023
	46,758.00	2022 FINAL TAX RETURN

MEMORANDUM

To: Gary Morton, Public Services Director
From: Lindsey Kieres, P.E., PTOE
Cc: Paul Goodhue, P.E., PTOE
Date: June 29, 2023
Subject: Intersection Control Analysis for Gallaher Road and Ridgepoint Drive in the City of Monroe, Ohio

INTRODUCTION

Goodhue Consulting completed an intersection control analysis for the intersection of Gallaher Road and Ridgepoint Drive within the City of Monroe, Ohio. The analysis was based on guidelines established by ODOT and industry standards. This memo documents the existing conditions of the intersection, intersection control analysis, and recommendations.

EXISTING CONDITIONS

Gallaher Road is a north/south two-lane roadway that the city classifies as a second class collector and has a posted speed limit of 25 miles per hour (mph). Ridgepoint Drive is an east/west two-lane roadway that the city classifies as a local street and has a posted speed limit of 25 miles per hour (mph). Ridgepoint Drive intersects with Gallaher Road on the east side of the roadway, creating a 3-legged intersection. The current traffic control is an All Way Stop Control (AWSC). The intersection was likely controlled on all approaches with stop signs to address speeding concerns.

Turning movement traffic count data was collected by Cummins Consulting Services for the Gallaher Road and Ridgepoint Drive intersection on Wednesday, May 24, 2023, for a total of twelve (12) hours (7:00 AM-7:00 PM). The AM and PM peak hours began at 7:15 AM and 5:00 PM, respectively. The total number of vehicles traversing this intersection within the counted 12 hours was 2,640 vehicles. Of those vehicles, less than 1 percent were found to be trucks (0.8%). There were 4 pedestrians counted that crossed the intersection. Over the entire 12-hour count duration and within the AM and PM peak hours, vehicles turning left or right from Ridgepoint Drive accounted for under 3% of the traffic going through the intersection. During the AM and PM peak hours there were 259 and 347 vehicles counted at the intersection, respectively.

A cursory crash review was completed, and it was found that one (1) crash since 2018 has occurred at this intersection. The crash was a property damage only (PDO) crash severity that was a rear-end type crash. From review of the crash report, it was caused by a driver that was unfamiliar to the area.

INTERSECTION CONTROL ANALYSIS

ODOT has created and makes available a Microsoft Excel tool that allows for analysis of the nine (9) different signal warrants and the multi-way stop warrant as described in the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). The current traffic control at the intersection is AWSC. After analyzing the collected volumes, the warrant requirements for an AWSC were not met. Of the hours counted the minimum volumes for the major street (Gallaher Road) only exceeded the minimum 300 vehicles per hour for a total of 2 hours. To meet the warrant, the minimum threshold must be met for 8 hours. The minor street (Ridgepoint Drive) needed to have at least 200 vehicles per hour for the same 8 hours. This minimum threshold was met for 0 hours.

RECOMMENDATIONS

Goodhue Consulting recommends removing the stop signs from the Gallaher approaches to create a two-way-stop-control (TWSC) condition.

ATTACHMENTS

1. Traffic Count Data
2. Crash Reports/CAM Tool
3. AWSC Analysis

ATTACHMENT 1: TRAFFIC COUNT DATA

Cummins Consulting Services, LLC

138 Mahin Trail, Versailles, KY 40383

859-361-2589

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Sunny
Schools in Session
8GZ

File Name : Gallaher_Road_at_Pidgepoint_Drive_05242023

Site Code : Wed

Start Date : 5/24/2023

Page No : 1

Groups Printed- Cars - Buses - Trucks																					
	Gallaher Road From North					Ridgepoint Drive From East					Gallaher Road From South					From West					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	1	10	0	0	11	0	0	1	0	1	0	45	0	0	45	0	0	0	0	0	57
07:15 AM	0	14	0	0	14	1	0	0	0	1	0	48	0	0	48	0	0	0	0	0	63
07:30 AM	0	17	0	0	17	1	0	0	0	1	0	51	2	0	53	0	0	0	0	0	71
07:45 AM	2	14	0	0	16	2	0	1	0	3	0	36	1	0	37	0	0	0	0	0	56
Total	3	55	0	0	58	4	0	2	0	6	0	180	3	0	183	0	0	0	0	0	247
08:00 AM	1	16	0	0	17	2	0	0	0	2	0	46	4	0	50	0	0	0	0	0	69
08:15 AM	1	16	0	0	17	2	0	0	0	2	0	38	2	0	40	0	0	0	0	0	59
08:30 AM	0	13	0	0	13	1	0	0	0	1	0	26	0	0	26	0	0	0	0	0	40
08:45 AM	0	16	0	0	16	0	0	0	0	0	0	29	1	0	30	0	0	0	0	0	46
Total	2	61	0	0	63	5	0	0	0	5	0	139	7	0	146	0	0	0	0	0	214
09:00 AM	0	14	0	0	14	1	0	1	0	2	0	19	0	0	19	0	0	0	0	0	35
09:15 AM	1	11	0	0	12	0	0	1	0	1	0	23	0	0	23	0	0	0	0	0	36
09:30 AM	0	10	0	0	10	0	0	2	0	2	0	17	0	0	17	0	0	0	0	0	29
09:45 AM	0	11	0	0	11	0	0	1	0	1	0	21	1	0	22	0	0	0	0	0	34
Total	1	46	0	0	47	1	0	5	0	6	0	80	1	0	81	0	0	0	0	0	134
10:00 AM	2	14	0	0	16	0	0	0	0	0	0	14	1	0	15	0	0	0	0	0	31
10:15 AM	0	15	0	0	15	0	0	0	0	0	0	21	0	0	21	0	0	0	0	0	36
10:30 AM	0	9	0	0	9	1	0	0	0	1	0	17	0	0	17	0	0	0	0	0	27
10:45 AM	0	23	0	0	23	0	0	0	0	0	0	12	1	1	14	0	0	0	0	0	37
Total	2	61	0	0	63	1	0	0	0	1	0	64	2	1	67	0	0	0	0	0	131
11:00 AM	0	18	0	0	18	2	0	2	0	4	0	33	0	0	33	0	0	0	0	0	55
11:15 AM	1	22	0	0	23	1	0	0	0	1	0	20	0	0	20	0	0	0	0	0	44
11:30 AM	0	26	0	0	26	0	0	1	0	1	0	19	0	0	19	0	0	0	0	0	46
11:45 AM	0	20	0	0	20	3	0	0	0	3	0	24	0	0	24	0	0	0	0	0	47
Total	1	86	0	0	87	6	0	3	0	9	0	96	0	0	96	0	0	0	0	0	192
12:00 PM	2	26	0	0	28	3	0	1	0	4	0	33	0	0	33	0	0	0	0	0	65
12:15 PM	0	14	0	0	14	2	0	1	1	4	0	19	1	0	20	0	0	0	0	0	38
12:30 PM	0	21	0	0	21	0	0	0	0	0	0	26	0	0	26	0	0	0	0	0	47
12:45 PM	0	18	0	0	18	1	0	0	0	1	0	24	0	0	24	0	0	0	0	0	43
Total	2	79	0	0	81	6	0	2	1	9	0	102	1	0	103	0	0	0	0	0	193
01:00 PM	1	24	0	0	25	2	0	1	0	3	0	22	2	0	24	0	0	0	0	0	52
01:15 PM	0	28	0	0	28	1	0	0	0	1	0	20	1	0	21	0	0	0	0	0	50
01:30 PM	1	26	0	0	27	1	0	1	0	2	0	29	1	0	30	0	0	0	0	0	59
01:45 PM	0	29	0	0	29	0	0	0	0	0	0	21	3	0	24	0	0	0	0	0	53
Total	2	107	0	0	109	4	0	2	0	6	0	92	7	0	99	0	0	0	0	0	214
02:00 PM	1	20	0	0	21	0	0	0	0	0	0	27	0	0	27	0	0	0	0	0	48
02:15 PM	0	14	0	0	14	0	0	0	0	0	0	31	0	0	31	0	0	0	0	0	45
02:30 PM	0	32	0	0	32	0	0	0	0	0	0	27	3	0	30	0	0	0	0	0	62
02:45 PM	1	24	0	0	25	1	0	0	0	1	0	25	2	0	27	0	0	0	0	0	53
Total	2	90	0	0	92	1	0	0	0	1	0	110	5	0	115	0	0	0	0	0	208
03:00 PM	0	17	0	0	17	1	0	1	0	2	0	34	1	0	35	0	0	0	0	0	54
03:15 PM	0	38	0	0	38	2	0	1	0	3	0	24	2	0	26	0	0	0	0	0	67
03:30 PM	0	21	0	0	21	0	0	1	0	1	0	20	1	0	21	0	0	0	0	0	43
03:45 PM	0	29	0	0	29	0	0	2	0	2	0	35	1	0	36	0	0	0	0	0	67
Total	0	105	0	0	105	3	0	5	0	8	0	113	5	0	118	0	0	0	0	0	231

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Site Code : Wed

Start Date : 5/24/2023

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Groups Printed- Cars - Buses - Trucks

	Gallaher Road From North					Ridgepoint Drive From East					Gallaher Road From South					From West					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
04:00 PM	3	41	0	0	44	0	0	1	0	1	0	28	1	0	29	0	0	0	0	0	74
04:15 PM	3	41	0	0	44	1	0	0	0	1	0	34	4	0	38	0	0	0	0	0	83
04:30 PM	1	41	0	0	42	3	0	0	0	3	0	35	2	0	37	0	0	0	0	0	82
04:45 PM	1	18	0	0	19	1	0	0	0	1	0	35	2	0	37	0	0	0	0	0	57
Total	8	141	0	0	149	5	0	1	0	6	0	132	9	0	141	0	0	0	0	0	296
05:00 PM	1	50	0	0	51	1	0	0	0	1	0	31	1	0	32	0	0	0	0	0	84
05:15 PM	1	46	0	0	47	1	0	1	0	2	0	38	3	0	41	0	0	0	0	0	90
05:30 PM	1	47	0	1	49	2	0	1	0	3	0	35	1	0	36	0	0	0	0	0	88
05:45 PM	3	37	0	0	40	1	0	1	0	2	0	42	1	0	43	0	0	0	0	0	85
Total	6	180	0	1	187	5	0	3	0	8	0	146	6	0	152	0	0	0	0	0	347
06:00 PM	0	35	0	0	35	2	0	0	0	2	0	30	2	0	32	0	0	0	0	0	69
06:15 PM	1	24	0	0	25	0	0	1	0	1	0	32	0	0	32	0	0	0	0	0	58
06:30 PM	0	24	0	1	25	0	0	0	0	0	0	23	0	0	23	0	0	0	0	0	48
06:45 PM	0	21	0	0	21	2	0	0	0	2	0	33	2	0	35	0	0	0	0	0	58
Total	1	104	0	1	106	4	0	1	0	5	0	118	4	0	122	0	0	0	0	0	233
Grand Total	30	1115	0	2	1147	45	0	24	1	70	0	1372	50	1	1423	0	0	0	0	0	2640
Apprch %	2.6	97.2	0	0.2		64.3	0	34.3	1.4		0	96.4	3.5	0.1		0	0	0	0	0	
Total %	1.1	42.2	0	0.1	43.4	1.7	0	0.9	0	2.7	0	52	1.9	0	53.9	0	0	0	0	0	
Cars	27	1105	0	2	1134	43	0	24	1	68	0	1357	47	1	1405	0	0	0	0	0	2607
% Cars	90	99.1	0	100	98.9	95.6	0	100	100	97.1	0	98.9	94	100	98.7	0	0	0	0	0	98.8
Buses	3	3	0	0	6	2	0	0	0	2	0	1	3	0	4	0	0	0	0	0	12
% Buses	10	0.3	0	0	0.5	4.4	0	0	0	2.9	0	0.1	6	0	0.3	0	0	0	0	0	0.5
Trucks	0	7	0	0	7	0	0	0	0	0	0	14	0	0	14	0	0	0	0	0	21
% Trucks	0	0.6	0	0	0.6	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0.8

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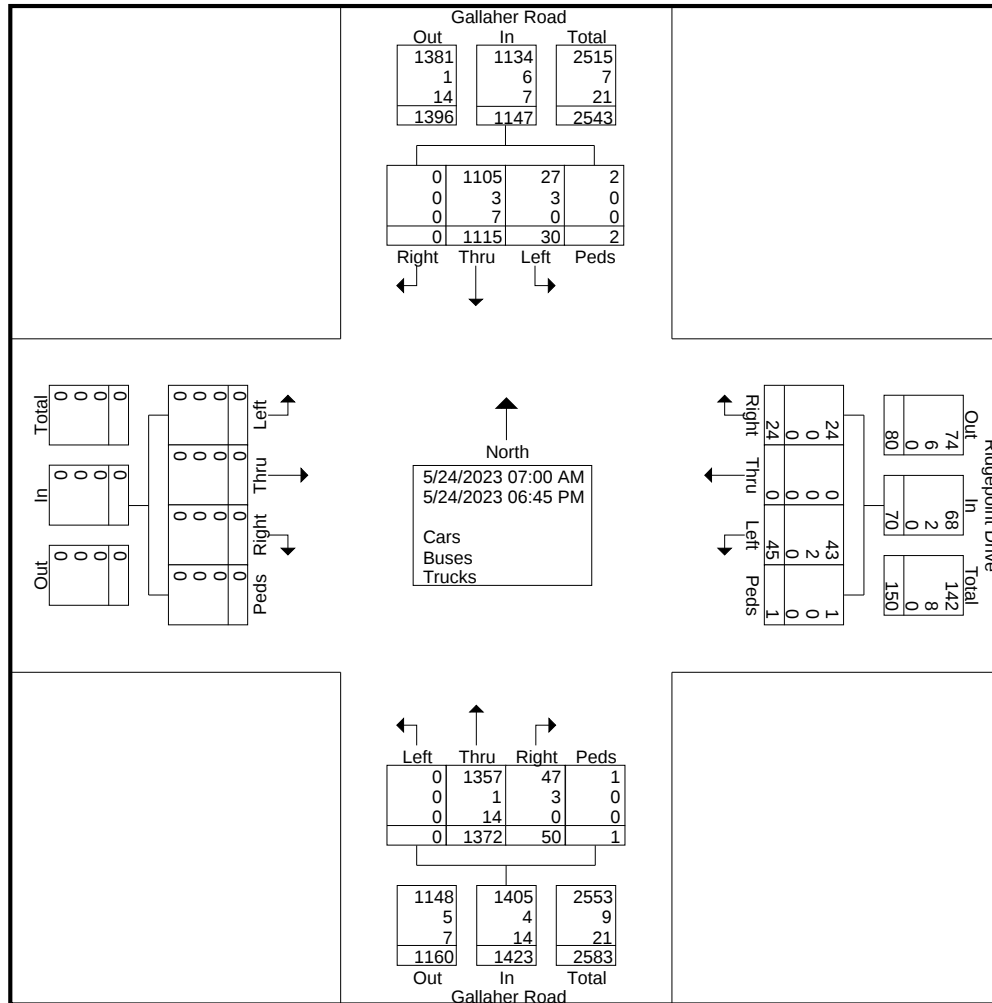
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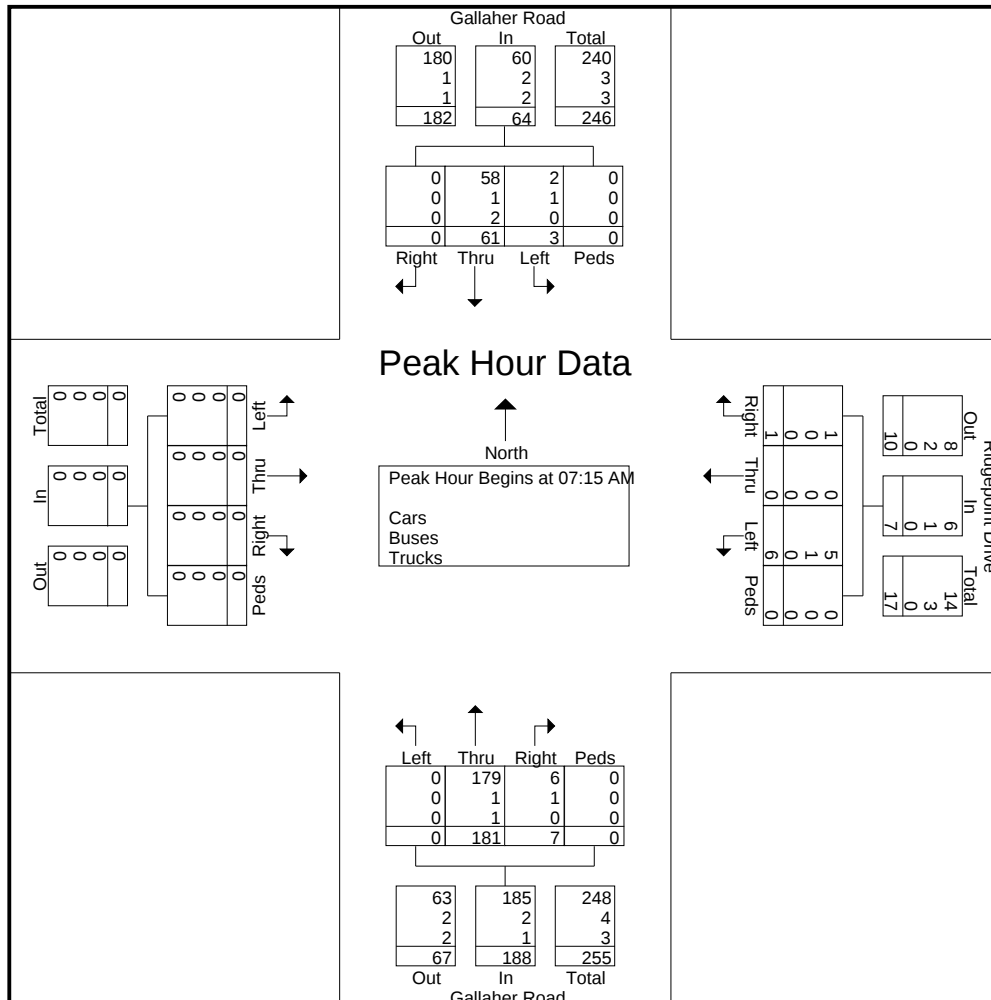
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	Gallaher Road From North					Ridgepoint Drive From East					Gallaher Road From South					From West					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 10:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	14	0	0	14	1	0	0	0	1	0	48	0	0	48	0	0	0	0	0	63
07:30 AM	0	17	0	0	17	1	0	0	0	1	0	51	2	0	53	0	0	0	0	0	71
07:45 AM	2	14	0	0	16	2	0	1	0	3	0	36	1	0	37	0	0	0	0	0	56
08:00 AM	1	16	0	0	17	2	0	0	0	2	0	46	4	0	50	0	0	0	0	0	69
Total Volume	3	61	0	0	64	6	0	1	0	7	0	181	7	0	188	0	0	0	0	0	259
% App. Total	4.7	95.3	0	0		85.7	0	14.3	0		0	96.3	3.7	0		0	0	0	0	0	
PHF	.375	.897	.000	.000	.941	.750	.000	.250	.000	.583	.000	.887	.438	.000	.887	.000	.000	.000	.000	.000	.912
Cars	2	58	0	0	60	5	0	1	0	6	0	179	6	0	185	0	0	0	0	0	251
% Cars	66.7	95.1	0	0	93.8	83.3	0	100	0	85.7	0	98.9	85.7	0	98.4	0	0	0	0	0	96.9
Buses	1	1	0	0	2	1	0	0	0	1	0	1	1	0	2	0	0	0	0	0	5
% Buses	33.3	1.6	0	0	3.1	16.7	0	0	0	14.3	0	0.6	14.3	0	1.1	0	0	0	0	0	1.9
Trucks	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	3
% Trucks	0	3.3	0	0	3.1	0	0	0	0	0	0	0.6	0	0	0.5	0	0	0	0	0	1.2



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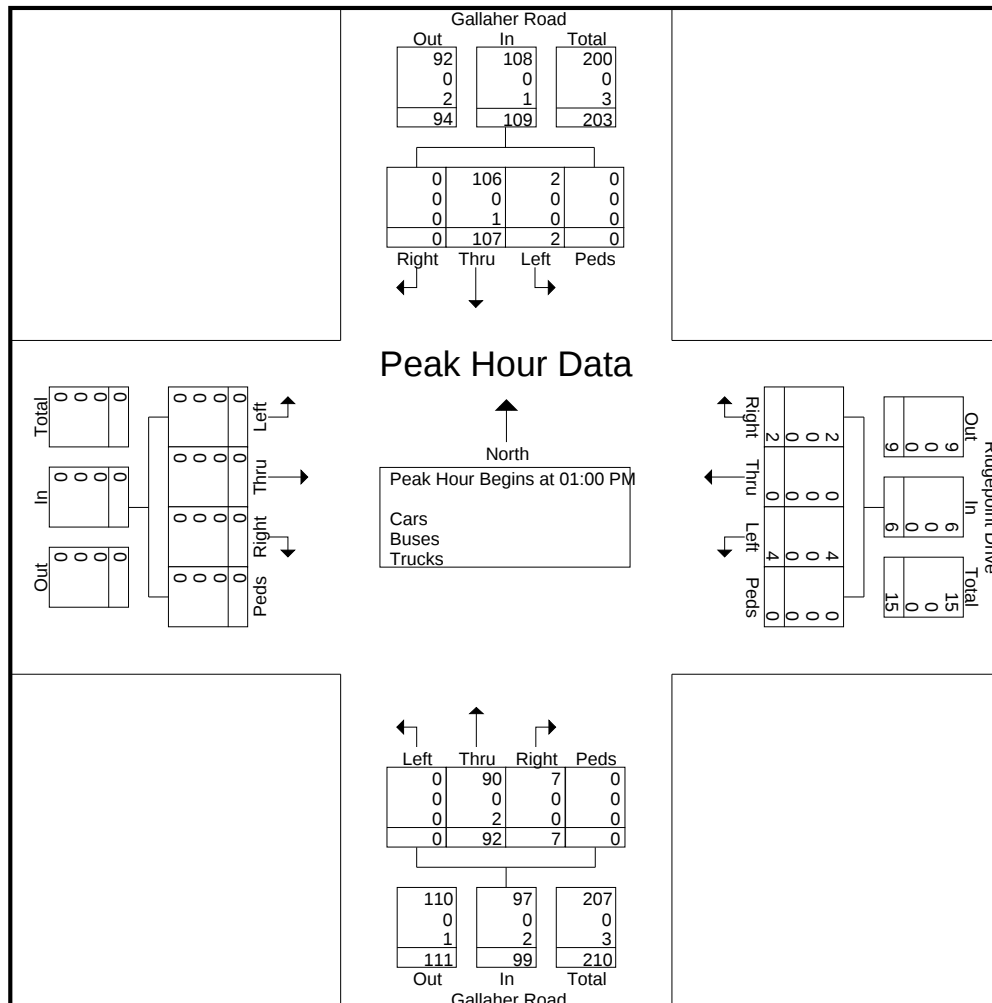
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	Gallaher Road From North					Ridgepoint Drive From East					Gallaher Road From South					From West					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total

Peak Hour Analysis From 11:00 AM to 02:45 PM - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 01:00 PM

01:00 PM	1	24	0	0	25	2	0	1	0	3	0	22	2	0	24	0	0	0	0	0	52
01:15 PM	0	28	0	0	28	1	0	0	0	1	0	20	1	0	21	0	0	0	0	0	50
01:30 PM	1	26	0	0	27	1	0	1	0	2	0	29	1	0	30	0	0	0	0	0	59
01:45 PM	0	29	0	0	29	0	0	0	0	0	0	21	3	0	24	0	0	0	0	0	53
Total Volume	2	107	0	0	109	4	0	2	0	6	0	92	7	0	99	0	0	0	0	0	214
% App. Total	1.8	98.2	0	0		66.7	0	33.3	0		0	92.9	7.1	0		0	0	0	0		
PHF	.500	.922	.000	.000	.940	.500	.000	.500	.000	.500	.000	.793	.583	.000	.825	.000	.000	.000	.000	.000	.907
Cars	2	106	0	0	108	4	0	2	0	6	0	90	7	0	97	0	0	0	0	0	211
% Cars	100	99.1	0	0	99.1	100	0	100	0	100	0	97.8	100	0	98.0	0	0	0	0	0	98.6
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Trucks	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	3
% Trucks	0	0.9	0	0	0.9	0	0	0	0	0	0	2.2	0	0	2.0	0	0	0	0	0	1.4



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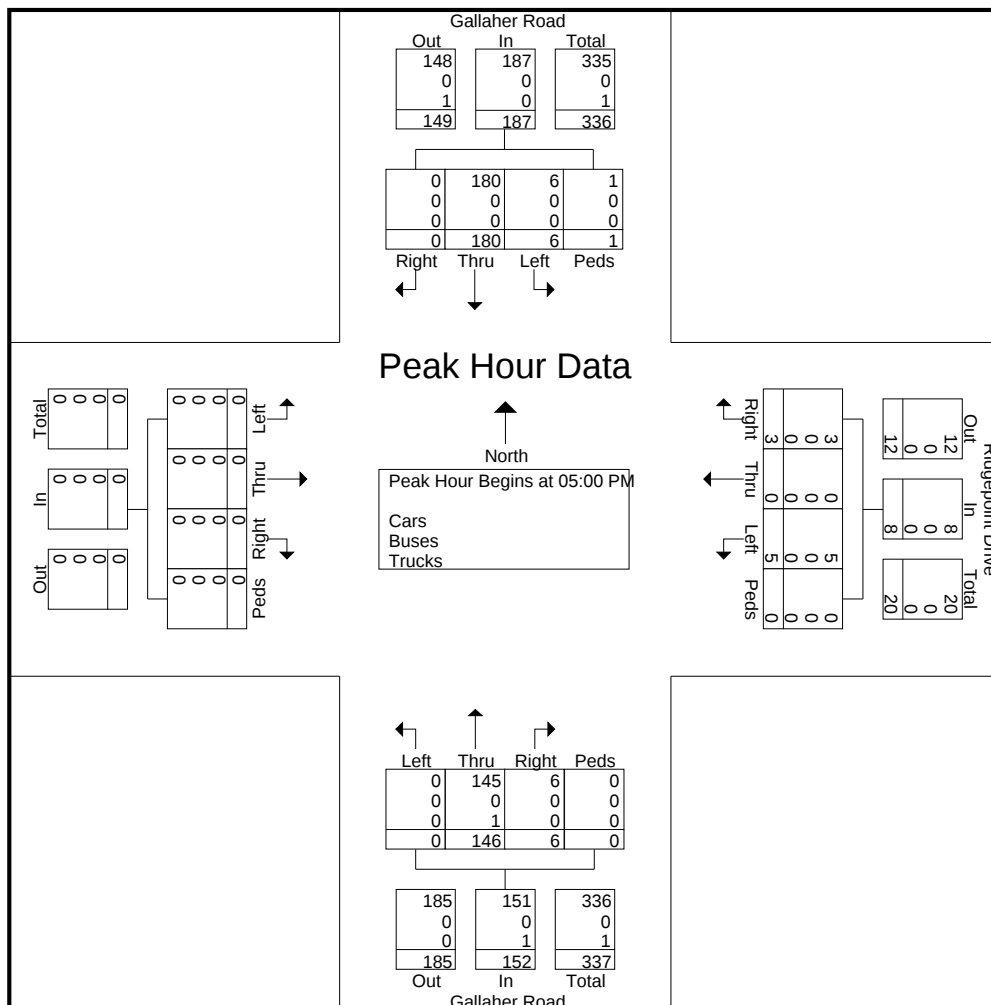
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	Gallaher Road From North					Ridgepoint Drive From East					Gallaher Road From South					From West					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total

Peak Hour Analysis From 03:00 PM to 06:45 PM - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 05:00 PM

05:00 PM	1	50	0	0	51	1	0	0	0	1	0	31	1	0	32	0	0	0	0	0	84
05:15 PM	1	46	0	0	47	1	0	1	0	2	0	38	3	0	41	0	0	0	0	0	90
05:30 PM	1	47	0	1	49	2	0	1	0	3	0	35	1	0	36	0	0	0	0	0	88
05:45 PM	3	37	0	0	40	1	0	1	0	2	0	42	1	0	43	0	0	0	0	0	85
Total Volume	6	180	0	1	187	5	0	3	0	8	0	146	6	0	152	0	0	0	0	0	347
% App. Total	3.2	96.3	0	0.5		62.5	0	37.5	0		0	96.1	3.9	0		0	0	0	0		
PHF	.500	.900	.000	.250	.917	.625	.000	.750	.000	.667	.000	.869	.500	.000	.884	.000	.000	.000	.000	.000	.964
Cars	6	180	0	1	187	5	0	3	0	8	0	145	6	0	151	0	0	0	0	0	346
% Cars	100	100	0	100	100	100	0	100	0	100	0	99.3	100	0	99.3	0	0	0	0	0	99.7
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Trucks	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
% Trucks	0	0	0	0	0	0	0	0	0	0	0	0.7	0	0	0.7	0	0	0	0	0	0.3



ATTACHMENT 2: CRASH REPORTS/CAM TOOL



TRAFFIC CRASH REPORT

Document #: 20203057044

☐ PHOTOS TAKEN ☐ SECONDARY CRASH ☐ PRIVATE PROPERTY			☐ OH-2 ☐ OH-3 ☐ OH-1P ☐ OTHER			LOCAL INFORMATION			Local Report #: 20-007323														
COUNTY* 9			LOCALITY* 1 1 - CITY 2 - VILLAGE 3 - TOWNSHIP			LOCATION: CITY, VILLAGE, TOWNSHIP* MONROE			ODPS FIPS 51310			CRASH DATE / TIME* 4/5/2020 3:07:00 PM			CRASH SEVERITY 5-PROPERTY DAMAGE ONLY								
ROUTE TYPE			ROUTE NUMBER			PREFIX N - NORTH S - SOUTH E - EAST W - WEST			LOCATION ROAD NAME Gallagher			ROAD TYPE RD			ODPS LATITUDE 39.435673			ODPS LONGITUDE -84.348390					
ROUTE TYPE			ROUTE NUMBER			PREFIX N - NORTH S - SOUTH E - EAST W - WEST			REFERENCE ROAD NAME (ROAD, MILEPOST, HOUSE#) Ridgepoint			ROAD TYPE RD			ODOT LATITUDE 39.435620			ODOT LONGITUDE -84.348438					
REFERENCE POINT 1 - INTERSECTION 2 - MILE POST 3 - HOUSE NUMBER 1			DIRECTION FROM REFERENCE S N - NORTH S - SOUTH E - EAST W - WEST			ROUTE TYPE IR - INTERSTATE ROUTE (TP) US - FEDERAL US ROUTE SR - STATE ROUTE CR - NUMBERED COUNTY ROUTE TR - NUMBERED TOWNSHIP ROUTE			ROAD TYPE AL - ALLEY AV - AVENUE BL - BOULEVARD CR - CIRCLE CT - COURT DR - DRIVE HE - HEIGHTS HW - HIGHWAY LA - LANE MP - MILEPOST PI - PIKE PK - PARKWAY PL - PLACE			RD - ROAD SQ - SQUARE ST - STREET TE - TERRACE TL - TRAIL WA - WAY			ODOT GOOGLE MAP LINK https://www.google.com/maps?q=39.435620,-84.348438								
DISTANCE FROM REFERENCE 20.000			DISTANCE UNIT OF MEASURE 2 1 - MILES 2 - FEET 3 - YARDS			☐ WITHIN INTERSECTION OR ON APPROACH ☐ WITHIN INTERCHANGE AREA NUMBER OF APPROACHES																	
☐ ROADWAY DIVIDED																							
LOCATION OF FIRST HARMFUL EVENT 1 - ON ROADWAY 2 - ON SHOULDER 3 - IN MEDIAN 4 - ON ROADSIDE 5 - ON GORE 6 - OUTSIDE TRAFFIC WAY 7 - ON RAMP 8 - OFF RAMP 1 9 - CROSSOVER 10 - DRIVEWAY/ALLEY ACCESS 11 - RAILWAY GRADE CROSSING 12 - SHARED USE PATHS OR TRAILS 13 - BIKE LANE 14 - TOOL BOOTH 99 - OTHER / UNKNOWN						MANNER OF CRASH COLLISION/IMPACT 2 - NOT COLLISION BETWEEN TWO VEHICLES IN TRANSPORT 3 - REAR-END 4 - REAR-TO-REAR 5 - BACKING 6 - ANGLE 7 - SIDESWIPE, SAME DIRECTION 8 - SIDESWIPE, OPPOSITE DIRECTION 9 - OTHER/UNKNOWN						DIRECTION OF TRAVEL N - NORTH S - SOUTH E - EAST W - WEST			MEDIAN TYPE 1 - DIVIDED FLUSH MEDIAN (LESS THAN 4 FEET) 2 - DIVIDED FLUSH MEDIAN (4 FEET AND GREATER) 3 - DIVIDED, DEPRESSED MEDIAN 4 - DIVIDED, RAISED MEDIAN (ANY TYPE) 9 - OTHER/UNKNOWN								
☐ WORK ZONE RELATED ☐ WORKERS PRESENT ☐ LAW ENFORCEMENT PRESENT ☐ ACTIVE SCHOOL ZONE			WORK ZONE TYPE 1 - LANE CLOSURE 2 - LANE SHIFT/CROSSOVER 3 - WORK ON SHOULDER OR MEDIAN 4 - INTERMITTENT OR MOVING WORK 5 - OTHER			LOCATION OF CRASH IN WORK ZONE 1 - BEFORE THE FIRST WORK ZONE WARNING SIGN 2 - ADVANCE WARNING AREA 3 - TRANSITION AREA 4 - ACTIVITY AREA 5 - TERMINATION AREA			CONTOUR 1 - STRAIGHT LEVEL 2 - STRAIGHT GRADE 3 - CURVE LEVEL 4 - CURVE GRADE 9 - OTHER/UNKNOWN			CONDITIONS 2 - DRY 3 - WET 4 - SNOW 5 - ICE 6 - SAND, MUD, DIRT, OIL, GRAVEL 7 - WATER (STANDING, MOVING) 8 - SLUSH 9 - OTHER/UNKNOWN			SURFACE 2 - CONCRETE 3 - BLACKTOP, BITUMINOUS, ASPHALT 4 - BRICK/BLOCK 5 - SLAG, GRAVEL, STONE 6 - DIRT 9 - OTHER/ UNKNOWN								
LIGHT CONDITION 1 - DAYLIGHT 2 - DAWN/DUSK 3 - DARK - LIGHTED ROADWAY 4 - DARK - ROADWAY NOT LIGHTED 5 - DARK - UNKNOWN ROADWAY LIGHTING 9 - OTHER/UNKNOWN						WEATHER 2 - CLEAR 3 - CLOUDY 4 - FOG, SMOG, SMOKE 5 - RAIN 6 - SLEET, HAIL 7 - SNOW 8 - SEVERE CROSSWINDS 9 - BLOWING SAND, SOIL, DIRT, SNOW 9 - OTHER/UNKNOWN																	
NARRATIVE UNIT 1 WAS TRAVELING SOUTH ON GALLAHER ROAD AND STOPPED AT THE STOP SIGN BEHIND UNIT 2. UNIT 1 THEN ACCELERATED STRIKING UNIT 2 IN THE REAR CAUSING LITTLE TO NO DAMAGE TO UNIT 2. THE DRIVER OF UNIT 1 STATED, UNIT 2 STOPPED AT THE STOP SIGN THEN CONTINUED DRIVING STRAIGHT, BUT THEN MADE A COMPLETE STOP IN THE MIDDLE OF THE ROADWAY CAUSING HIS VEHICLE TO REAR END UNIT 2. UNIT 2 STATED HE WAS LOST AND SLOWED DOWN TO POSSIBLY SEE IF HE NEEDED TO TURN LEFT ON RIDGEPOINT DRIVE WHEN HE WAS STRUCK BY UNIT 1.																							
CRASH REPORTED DATE / TIME 4/5/2020 3:07:00 PM			DISPATCH DATE / TIME 4/5/2020 3:08:00 PM			ARRIVAL DATE / TIME 4/5/2020 3:11:00 PM			SCENE CLEARED DATE / TIME 4/5/2020 3:37:00 PM			REPORT TAKEN BY ☐ POLICE AGENCY ☐ MOTORIST ☐ SUPPLEMENT CORRECTION OR ADDITION TO AN EXISTING REPORT SENT TO ODPs											
TOTAL TIME ROADWAY CLOSED 20		OTHER INVESTIGATION TIME 10		TOTAL MINUTES 39		OFFICER'S NAME* PO. J. Wyckoff			CHECKED BY OFFICER'S NAME* Lt.. B. Pelfrey														
						OFFICER'S BADGE NUMBER* 866			CHECKED BY OFFICER'S BADGE NUMBER* 815														

CONFIDENTIALITY NOTICE: This report is intended for authorized users only and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited.
If you are not an authorized user, please contact the ODOT Help Desk immediately.

UNIT #	OWNER NAME: LAST, FIRST, MIDDLE () SAME AS DRIVER		OWNER PHONE: INCLUDE AREA CODE () SAME AS DRIVER	
1				
OWNER ADDRESS:	STREET, CITY, STATE, ZIP () SAME AS DRIVER			
COMMERCIAL CARRIER:	STREET, CITY, STATE, ZIP () SAME AS DRIVER		COMMERCIAL CARRIER PHONE: INCLUDE AREA CODE	
LP STATE	LICENSE PLATE #	VEHICLE IDENTIFICATION #	VEHICLE YEAR	VEHICLE MAKE
		1GNKRFD2EJ227521	2014	CHEVROLET
☐ INSURANCE VERIFIED	INSURANCE COMPANY	INSURANCE POLICY #	COLOR	VEHICLE MODEL
			DBL	TRAVERSE
TYPE OF USE		US DOT #	TOWED BY: COMPANY NAME	
☐ COMMERCIAL ☐ GOVERNMENT ☐ IN EMERGENCY RESPONSE				
INTERLOCK DEVICE EQUIPPED		HIT/SKIP UNIT	#OCCUPANTS	VEHICLE WEIGHT GVWR/GCWR
			4	☐ 1 - ≤10k LBS. ☐ 2 - 10,001 - 26K LBS. ☐ 3 - > 26K LBS.
HAZARDOUS MATERIAL		CLASS # PLACARD ID #		
☐ MATERIAL RELEASED ☐ PLACARD				
1	1 - PASSENGER CAR 2 - PASSENGER VAN (MINIVAN) 3 - SPORT UTILITY VEHICLE 4 - PICK UP 5 - CARGO VAN 6 - VAN (9-15 SEATS)			
0	7 - MOTORCYCLE 2 WHEELED 8 - MOTORCYCLE 3 WHEELED 9 - AUTO CYCLE 10 - MOPED OR MOTORIZED BICYCLE 11 - ALL TERRAIN VEHICLE(ATV/UTV)			
0	12 - GOLF CART 13 - SNOWMOBILE 14 - SINGLE UNIT TRUCK 15 - SEMI-TRACTOR 16 - FARM EQUIPMENT 17 - MOTORHOME			
0	18 - LIMO (LIVERY VEHICLE) 19 - BUS (16+ PASSENGERS) 20 - OTHER VEHICLE 21 - HEAVY EQUIPMENT 22 - ANIMAL WITH RIDER OR ANIMAL DRAWN VEHICLE			
0	23 - PEDESTRIAN/SKATER 24 - WHEELCHAIR (ANY TYPE) 25 - OTHER NON-MOTORIST 26 - BICYCLE 27 - TRAIN 99 - UNKNOWN OR HIT/SKIP			
2	# OF TRAILING UNITS WAS VEHICLE OPERATING IN AUTONOMOUS MODE WHEN CRASH OCCURRED? 1-YES 2-NO 9-OTHER/UNKNOWN			
0	AUTONOMOUS MODE LEVEL 0 - NO AUTOMATION 1 - DRIVER ASSISTANCE 2 - PARTIAL AUTOMATION			
1	SPECIAL FUNCTION 1 - NONE 2 - TAXI 3 - ELECTRONIC RIDE SHARING 4 - SCHOOL TRANSPORT 5 - BUS TRANSIT/COMMUTER			
1	CARGO BODY TYPE 1 - NO CARGO BODY TYPE/NOT APPLICABLE 2 - BUS 3 - VEHICLE TOWING ANOTHER MOTOR VEHICLE 4 - LOGGING 5 - INTERMODAL CONTAINER CHASSIS 6 - CARGO VAN/ENCLOSED BOX 7 - GRAIN/CHIPS/GRAVEL			
1	VEHICLE DEFECTS 1 - TURN SIGNALS 2 - HEAD LAMPS 3 - TAIL LAMPS 4 - BRAKES 5 - STEERING 6 - TIRE BLOWOUT 7 - WORN OR SLICK TIRES 8 - TRAILER EQUIPMENT DEFECTIVE 9 - MOTOR TROUBLE 10 - DISABLED FROM PRIOR ACCIDENT 99 - OTHER/UNKNOWN			
1	NON-MOTORIST LOCATION AT IMPACT 1 - INTERSECTION - MARKED CROSSWALK 2 - INTERSECTION - UNMARKED CROSSWALK 3 - INTERSECTION - OTHER 4 - MIDBLOCK - MARKED CROSSWALK 5 - TRAVEL LANE - OTHER LOCATION 6 - BICYCLE LANE 7 - SHOULDER/ROADSIDE SIDEWALK 8 - MEDIAN/CROSSING ISLAND 9 - DRIVEWAY ACCESS 10 - SHARED USE PATHS OR TRAILS 12 - FIRST RESPONDER AT INCIDENT SCENE 99 - OTHER/UNKNOWN			
3	ACTION 1 - NON-CONTACT 2 - NON-COLLISION 3 - STRIKING 4 - STRUCK 5 - BOTH STRIKING AND STRUCK 9 - OTHER/UNKNOWN 1 - STRAIGHT AHEAD 2 - BACKING 3 - CHANGING LANES 4 - OVERTAKING/PASSING 5 - MAKING RIGHT TURN 6 - MAKING LEFT TURN 7 - MAKING U-TURN 8 - ENTERING TRAFFIC LANE 9 - LEAVING TRAFFIC LANE 10 - PARKED 11 - SLOWING OR STOPPED IN TRAFFIC 12 - DRIVERLESS 13 - NEGOTIATING A CURVE 14 - ENTERING OR CROSSING SPECIFIED LOCATION 15 - WALKING, RUNNING, JOGGING, PLAYING 16 - WORKING 17 - PUSHING VEHICLE 18 - APPROACHING OR LEAVING VEHICLE 19 - STANDING 20 - OTHER NON-MOTORIST 21 - STANDING OUTSIDE DISABLED VEHICLE 99 - OTHER/UNKNOWN			
8	CONTRIBUTING CIRCUMSTANCE 1 - NONE 2 - FAILURE TO YIELD 3 - RAN RED LIGHT 4 - RAN STOP SIGN 5 - UNSAFE SPEED 6 - IMPROPER TURN 7 - LEFT OF CENTER 8 - FOLLOWING TOO CLOSE / ACDA 9 - IMPROPER LANE CHANGE 10 - IMPROPER PASSING 11 - DROVE OFF ROAD 12 - IMPROPER BACKING 13 - IMPROPER START FROM A PARKED POSITION 14 - STOPPED OR PARKED ILLEGALLY 15 - SWERVING TO AVOID 16 - WRONG WAY 17 - VISION OBSTRUCTION 18 - OPERATING DEFECTIVE EQUIPMENT 19 - LOAD SHIFTING/FALLING/SPILLING 20 - IMPROPER CROSSING 21 - LYING IN ROADWAY 22 - NOT DISCERNIBLE 23 - OPENING DOOR INTO ROADWAY 24 - VIOLATING LICENSE RESTRICTION 99 - OTHER IMPROPER ACTION			
SEQUENCE OF EVENTS				
NON-COLLISION				
20	1 - OVERTURN/ROLLOVER 2 - FIRE/EXPLOSION 3 - IMMERSION 4 - JACKKNIFE 5 - CARGO/EQUIPMENT LOSS OR SHIFT 6 - EQUIPMENT FAILURE (BLOWN TIRE, BRAKE FAILURE, ETC) 7 - SEPARATION OF UNITS 8 - RAN OFF ROAD RIGHT 9 - RAN OFF ROAD LEFT 10 - CROSS MEDIAN 11 - CROSS CENTERLINE - OPPOSITE DIRECTION OF TRAVEL 12 - DOWNHILL RUNAWAY 13 - OTHER NON-COLLISION 14 - PEDESTRIAN 15 - PEDALCYCLE 16 - RAILWAY VEHICLE (E.G. TRAIN, ENGINE) 17 - ANIMAL - FARM 18 - ANIMAL - DEER 19 - ANIMAL - OTHER 20 - MOTOR VEHICLE IN TRANSPORT 21 - PARKED MOTOR VEHICLE 22 - WORK ZONE MAINTENANCE EQUIPMENT 23 - STRUCK BY FALLING, SHIFTING CAR, OR ANYTHING SET IN MOTION BY A MOTOR VEHICLE 24 - OTHER MOVABLE OBJECT COLLISION WITH FIXED OBJECT - STRUCK			
COLLISION WITH FIXED OBJECT - STRUCK				
25	25 - IMPACT ATTENUATOR/ CRASH CUSHION 26 - BRIDGE OVERHEAD STRUCTURE 27 - BRIDGE PIER OR ABUTMENT 28 - BRIDGE PARAPET 29 - BRIDGE RAIL 30 - GUARDRAIL FACE 31 - GUARDRAIL END 32 - PORTABLE BARRIER 33 - MEDIAN CABLE BARRIER 34 - MEDIAN GUARDRAIL BARRIER 35 - MEDIAN CONCRETE BARRIER 36 - MEDIAN OTHER BARRIER 37 - TRAFFIC SIGN POST 38 - OVERHEAD SIGN POST 39 - LIGHT/LUMINARIES SUPPORT 40 - UTILITY POLE 41 - OTHER POST, POLE OR SUPPORT 42 - CULVERT 43 - CURB 44 - DITCH 45 - EMBANKMENT 46 - FENCE 47 - MAILBOX 48 - TREE 49 - FIRE HYDRANT 50 - WORK ZONE MAINTENANCE EQUIPMENT 51 - WALL 52 - BUILDING 53 - TUNNEL 54 - OTHER FIXED OBJECT 99 - OTHER/UNKNOWN			
1	FIRST HARMFUL EVENT 1 MOST HARMFUL EVENT			

DAMAGE	
DAMAGE SCALE	
2 1 - NONE 2 - MINOR	3 - FUNCTIONAL DAMAGE 4 - DISABLING DAMAGE 9 - OTHER/UNKNOWN
DAMAGED AREAS INDICATE ALL THAT APPLY	
12	
☐ NO DAMAGE [0] ☐ UNDERCARRIAGE [14] ☐ TOP [13] ☐ ALL AREAS [15] ☐ UNIT NOT AT SCENE [16]	
INITIAL POINT OF CONTACT	
12 0 - NON-COLLISION 1-12 - REFER TO UNIT DIAGRAM 13 - TOP 14 - UNDERCARRIAGE 15 - VEHICLE NOT AT SCENE 99 - UNKNOWN	
TRAFFIC	
TRAFFICWAY FLOW	TRAFFIC CONTROL
2 1 - ONE-WAY 2 - TWO-WAY	4 1 - ROUNDABOUT 2 - SIGNAL 3 - FLASHER 4 - STOP SIGN 5 - YIELD SIGN 6 - NO CONTROL
# OF THROUGH LANES ON ROAD	RAIL GRADE CROSSING
3	1 1 - NOT INVOLVED 2 - INVOLVED-ACTIVE CROSSING 3 - INVOLVED-PASSIVE CROSSING
UNIT / NON-MOTORIST DIRECTION	
FROM 1 TO 2	1 - NORTH 2 - SOUTH 3 - EAST 4 - WEST 5 - NORTHEAST 6 - NORTHWEST 7 - SOUTHEAST 8 - SOUTHWEST 9 - OTHER/UNKNOWN
UNIT SPEED	DETECTED SPEED
15	☐ 1 - STATED/ESTIMATED SPEED ☐ 2 - CALCULATED/EDR ☐ 3 - UNDETERMINED
POSTED SPEED	
25	

UNIT #	OWNER NAME: LAST, FIRST, MIDDLE () SAME AS DRIVER		OWNER PHONE: INCLUDE AREA CODE () SAME AS DRIVER	
2				
OWNER ADDRESS:	STREET, CITY, STATE, ZIP () SAME AS DRIVER			
COMMERCIAL CARRIER:	STREET, CITY, STATE, ZIP () SAME AS DRIVER		COMMERCIAL CARRIER PHONE: INCLUDE AREA CODE	
LP STATE	LICENSE PLATE #	VEHICLE IDENTIFICATION #	VEHICLE YEAR	VEHICLE MAKE
		4S3BMCJ63B3251274	2011	SUBARU
☐ INSURANCE VERIFIED	INSURANCE COMPANY	INSURANCE POLICY #	COLOR	VEHICLE MODEL
			SIL	LEGACY
TYPE OF USE		US DOT #	TOWED BY: COMPANY NAME	
☐ COMMERCIAL ☐ GOVERNMENT ☐ IN EMERGENCY RESPONSE				
INTERLOCK DEVICE EQUIPPED		HIT/SKIP UNIT	#OCCUPANTS	VEHICLE WEIGHT GVWR/GCWR
☐		☐	1	1 - ≤10k LBS. 2 - 10,001 - 26K LBS. 3 - > 26K LBS.
HAZARDOUS MATERIAL		CLASS # PLACARD ID #		
☐ MATERIAL RELEASED				
☐ PLACARD				
1	1 - PASSENGER CAR 2 - PASSENGER VAN (MINIVAN) 3 - SPORT UTILITY VEHICLE 4 - PICK UP 5 - CARGO VAN 6 - VAN (9-15 SEATS)			
0	7 - MOTORCYCLE 2 WHEELED 8 - MOTORCYCLE 3 WHEELED 9 - AUTO CYCLE 10 - MOPED OR MOTORIZED BICYCLE 11 - ALL TERRAIN VEHICLE(ATV/UTV)			
0	12 - GOLF CART 13 - SNOWMOBILE 14 - SINGLE UNIT TRUCK 15 - SEMI-TRACTOR 16 - FARM EQUIPMENT 17 - MOTORHOME			
0	18 - LIMO (LIVERY VEHICLE) 19 - BUS (16+ PASSENGERS) 20 - OTHER VEHICLE 21 - HEAVY EQUIPMENT 22 - ANIMAL WITH RIDER OR ANIMAL DRAWN VEHICLE			
0	23 - PEDESTRIAN/SKATER 24 - WHEELCHAIR (ANY TYPE) 25 - OTHER NON-MOTORIST 26 - BICYCLE 27 - TRAIN 99 - UNKNOWN OR HIT/SKIP			
2	WAS VEHICLE OPERATING IN AUTONOMOUS MODE WHEN CRASH OCCURRED? 1-YES 2-NO 9-OTHER/UNKNOWN			
0	AUTONOMOUS MODE LEVEL 0 - NO AUTOMATION 1 - DRIVER ASSISTANCE 2 - PARTIAL AUTOMATION			
1	3 - CONDITIONAL AUTOMATION 4 - HIGH AUTOMATION 5 - FULL AUTOMATION			
1	99 - OTHER/UNKNOWN			
1	1 - NONE 2 - TAXI 3 - ELECTRONIC RIDE SHARING 4 - SCHOOL TRANSPORT 5 - BUS TRANSIT/COMMUTER			
1	6 - BUS - CHARTER/TOUR 7 - BUS - INTERCITY 8 - BUS - SHUTTLE 9 - BUS - OTHER 10 - AMBULANCE			
1	11 - FIRE 12 - MILITARY 13 - POLICE 14 - PUBLIC UTILITY 15 - CONSTRUCTION EQUIPMENT			
1	16 - FARM 17 - MOWING 18 - SNOW REMOVAL 19 - TOWING 20 - SAFETY SERVICE PATROL			
1	21 - MAIL CARRIER 99 - OTHER/UNKNOWN			
1	1 - NO CARGO BODY TYPE/ NOT APPLICABLE 2 - BUS			
1	3 - VEHICLE TOWING ANOTHER MOTOR VEHICLE 4 - LOGGING			
1	5 - INTERMODAL CONTAINER CHASSIS 6 - CARGO VAN/ENCLOSED BOX 7 - GRAIN/CHIPS/GRAVEL			
1	8 - POLE 9 - CARGO TANK 10 - FLAT BED 11 - DUMP			
1	12 - CONCRETE MIXER 13 - AUTO TRANSPORTER 14 - GARBAGE/REFUSE 99 - OTHER/UNKNOWN			
1	1 - TURN SIGNALS 2 - HEAD LAMPS 3 - TAIL LAMPS			
1	4 - BRAKES 5 - STEERING 6 - TIRE BLOWOUT			
1	7 - WORN OR SLICK TIRES 8 - TRAILER EQUIPMENT DEFECTIVE			
1	9 - MOTOR TROUBLE 10 - DISABLED FROM PRIOR ACCIDENT 99 - OTHER/UNKNOWN			
1	1 - INTERSECTION - MARKED CROSSWALK 2 - INTERSECTION - UNMARKED CROSSWALK			
1	3 - INTERSECTION - OTHER 4 - MIDBLOCK - MARKED CROSSWALK 5 - TRAVEL LANE - OTHER LOCATION			
1	6 - BICYCLE LANE 7 - SHOULDER/ROADSIDE 8 - SIDEWALK			
1	9 - MEDIAN/CROSSING ISLAND 10 - DRIVEWAY ACCESS 11 - SHARED USE PATHS OR TRAILS			
1	12 - FIRST RESPONDER AT INCIDENT SCENE 99 - OTHER/UNKNOWN			
4	1 - NON-CONTACT 2 - NON-COLLISION 3 - STRIKING 4 - STRUCK 5 - BOTH STRIKING AND STRUCK 9 - OTHER/UNKNOWN			
1	1 - STRAIGHT AHEAD 2 - BACKING 3 - CHANGING LANES 4 - OVERTAKING/PASSING 5 - MAKING RIGHT TURN 6 - MAKING LEFT TURN			
1	7 - MAKING U-TURN 8 - ENTERING TRAFFIC LANE 9 - LEAVING TRAFFIC LANE 10 - PARKED 11 - SLOWING OR STOPPED IN TRAFFIC 12 - DRIVERLESS			
1	13 - NEGOTIATING A CURVE 14 - ENTERING OR CROSSING SPECIFIED LOCATION 15 - WALKING, RUNNING, JOGGING, PLAYING 16 - WORKING 17 - PUSHING VEHICLE			
1	18 - APPROACHING OR LEAVING VEHICLE 19 - STANDING 20 - OTHER NON-MOTORIST 21 - STANDING OUTSIDE DISABLED VEHICLE 99 - OTHER/UNKNOWN			
1	1 - NONE 2 - FAILURE TO YIELD 3 - RAN RED LIGHT 4 - RAN STOP SIGN 5 - UNSAFE SPEED 6 - IMPROPER TURN			
1	7 - LEFT OF CENTER 8 - FOLLOWING TOO CLOSE / ACDA 9 - IMPROPER LANE CHANGE 10 - IMPROPER PASSING 11 - DROVE OFF ROAD 12 - IMPROPER BACKING			
1	13 - IMPROPER START FROM A PARKED POSITION 14 - STOPPED OR PARKED ILLEGALLY 15 - SWERVING TO AVOID 16 - WRONG WAY			
1	17 - VISION OBSTRUCTION 18 - OPERATING DEFECTIVE EQUIPMENT 19 - LOAD SHIFTING/ FALLING/SPILLING 20 - IMPROPER CROSSING			
1	21 - LYING IN ROADWAY 22 - NOT DISCERNIBLE 23 - OPENING DOOR INTO ROADWAY 24 - VIOLATING LICENSE RESTRICTION 99 - OTHER IMPROPER ACTION			
SEQUENCE OF EVENTS				
NON-COLLISION				
20	1 - OVERTURN/ROLLOVER 2 - FIRE/EXPLOSION 3 - IMMERSION 4 - JACKKNIFE 5 - CARGO/EQUIPMENT LOSS OR SHIFT			
6	6 - EQUIPMENT FAILURE (BLOWN TIRE, BRAKE FAILURE, ETC) 7 - SEPARATION OF UNITS 8 - RAN OFF ROAD RIGHT 9 - RAN OFF ROAD LEFT 10 - CROSS MEDIAN			
1	11 - CROSS CENTERLINE - OPPOSITE DIRECTION OF TRAVEL 12 - DOWNHILL RUNAWAY 13 - OTHER NON-COLLISION 14 - PEDESTRIAN 15 - PEDALCYCLE			
COLLISION WITH FIXED OBJECT - STRUCK				
1	25 - IMPACT ATTENUATOR/ CRASH CUSHION 26 - BRIDGE OVERHEAD STRUCTURE 27 - BRIDGE PIER OR ABUTMENT 28 - BRIDGE PARAPET 29 - BRIDGE RAIL 30 - GUARDRAIL FACE			
1	31 - GUARDRAIL END 32 - PORTABLE BARRIER 33 - MEDIAN CABLE BARRIER 34 - MEDIAN GUARDRAIL BARRIER 35 - MEDIAN CONCRETE BARRIER 36 - MEDIAN OTHER BARRIER			
1	37 - TRAFFIC SIGN POST 38 - OVERHEAD SIGN POST 39 - LIGHT/LUMINARIES SUPPORT 40 - UTILITY POLE 41 - OTHER POST, POLE OR SUPPORT 42 - CULVERT			
1	43 - CURB 44 - DITCH 45 - EMBANKMENT 46 - FENCE 47 - MAILBOX 48 - TREE 49 - FIRE HYDRANT			
1	50 - WORK ZONE MAINTENANCE EQUIPMENT 51 - WALL 52 - BUILDING 53 - TUNNEL 54 - OTHER FIXED OBJECT 99 - OTHER/UNKNOWN			
1	FIRST HARMFUL EVENT			
1	MOST HARMFUL EVENT			

DAMAGE	
DAMAGE SCALE	
1 - NONE 2 - MINOR	3 - FUNCTIONAL DAMAGE 4 - DISABLING DAMAGE
9 - OTHER/UNKNOWN	
DAMAGED AREAS INDICATE ALL THAT APPLY	
0	
☐ NO DAMAGE [0] ☐ UNDERCARRIAGE [14]	
☐ TOP [13] ☐ ALL AREAS [15]	
☐ UNIT NOT AT SCENE [16]	
INITIAL POINT OF CONTACT	
0 0 - NON-COLLISION 1-12 - REFER TO UNIT DIAGRAM 13 - TOP	
14 - UNDERCARRIAGE 15 - VEHICLE NOT AT SCENE 99 - UNKNOWN	
TRAFFIC	
TRAFFICWAY FLOW	TRAFFIC CONTROL
1 - ONE-WAY 2 - TWO-WAY	1 - ROUNDABOUT 4 - STOP SIGN 2 - SIGNAL 5 - YIELD SIGN 3 - FLASHER 6 - NO CONTROL
# OF THROUGH LANES ON ROAD	RAIL GRADE CROSSING
2	1 1 - NOT INVOLVED 2 - INVOLVED-ACTIVE CROSSING 3 - INVOLVED-PASSIVE CROSSING
UNIT / NON-MOTORIST DIRECTION	
FROM 1	TO 2
1 - NORTH 5 - NORTHEAST 2 - SOUTH 6 - NORTHWEST 3 - EAST 7 - SOUTHEAST 4 - WEST 8 - SOUTHWEST 9 - OTHER/UNKNOWN	
UNIT SPEED	DETECTED SPEED
15	1 - STATED/ESTIMATED SPEED 2 - CALCULATED/EDR 3 - UNDETERMINED
POSTED SPEED	
25	

Document #: 20203057044

Local Report #: 20-007323

Motorist/Non-Motorist	UNIT # 1	PERSON TYPE D	NAME: LAST, FIRST, MIDDLE		DATE OF BIRTH		AGE 35	GENDER M																																								
	ADDRESS: STREET, CITY, STATE, ZIP				CONTACT PHONE - INCLUDE AREA CODE																																											
	INJURIES 5	INJURED TAKEN BY 1	EMS AGENCY (NAME) ☐	INJURED TAKEN TO: MEDICAL FACILITY (NAME,CITY) ☐	SAFETY EQUIPMENT USED 4	☐ DOT-COMPLIANT MC HELMET	SEATING POSTION 1	AIR BAG USAGE 1	EJECTION 1	TRAPPED 1																																						
	OL STATE OH	OPERATOR LICENSE NUMBER		OFFENSE CHARGED ☐	LOCAL CODE ☐	OFFENSE DESCRIPTION ☐		CITATION NUMBER ☐																																								
Motorist/Non-Motorist	OL CLASS 4	ENDORSEMENTS SELECT UP TO 2 ☐ ☐	RESTRICTION: SELECT UP TO 3 ☐ ☐ ☐	DRIVER DISTRACTED BY 1	ALCOHOL / DRUG SUSPECTED ☐ ALCOHOL ☐ MARIJUANA ☐ OTHER DRUG		CONDITION 1	ALCOHOL TEST STATUS TYPE VALUE 1 1		DRUG TEST(S) STATUS TYPE RESULT SELECT UP TO 4 1 1																																						
	UNIT # 2	PERSON TYPE D	NAME: LAST, FIRST, MIDDLE		DATE OF BIRTH		AGE 48	GENDER M																																								
	ADDRESS: STREET, CITY, STATE, ZIP				CONTACT PHONE - INCLUDE AREA CODE																																											
	INJURIES 5	INJURED TAKEN BY 2	EMS AGENCY (NAME) ☐	INJURED TAKEN TO: MEDICAL FACILITY (NAME,CITY) ☐	SAFETY EQUIPMENT USED 4	☐ DOT-COMPLIANT MC HELMET	SEATING POSTION 1	AIR BAG USAGE 1	EJECTION 1	TRAPPED 1																																						
Motorist/Non-Motorist	OL STATE OH	OPERATOR LICENSE NUMBER		OFFENSE CHARGED ☐	LOCAL CODE ☐	OFFENSE DESCRIPTION ☐		CITATION NUMBER ☐																																								
	OL CLASS 4	ENDORSEMENTS SELECT UP TO 2 ☐ ☐	RESTRICTION: SELECT UP TO 3 ☐ ☐ ☐	DRIVER DISTRACTED BY 1	ALCOHOL / DRUG SUSPECTED ☐ ALCOHOL ☐ MARIJUANA ☐ OTHER DRUG		CONDITION 1	ALCOHOL TEST STATUS TYPE VALUE 1 1		DRUG TEST(S) STATUS TYPE RESULT SELECT UP TO 4 1 1																																						
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OCCUPANT

Document #: 20203057044

Local Report #: 20-007323

OCCUPANT		UNIT #	PERSON TYPE	NAME: LAST, FIRST, MIDDLE		DATE OF BIRTH		AGE	GENDER			
		1	0					37	F			
ADDRESS: STREET, CITY, STATE, ZIP						CONTACT PHONE - INCLUDE AREA CODE						
INJURIES		INJURED TAKEN BY	EMS AGENCY (NAME)	INJURED TAKEN TO: MEDICAL FACILITY (NAME, CITY)		SAFETY EQUIPMENT USED		DOT-COMPLIANT MC HELMET	SEATING POSITION	AIR BAG USAGE	EJECTION	TRAPPED
5		1				4			3	1	1	1
OCCUPANT		UNIT #	PERSON TYPE	NAME: LAST, FIRST, MIDDLE		DATE OF BIRTH		AGE	GENDER			
		1	0					6	M			
ADDRESS: STREET, CITY, STATE, ZIP						CONTACT PHONE - INCLUDE AREA CODE						
INJURIES		INJURED TAKEN BY	EMS AGENCY (NAME)	INJURED TAKEN TO: MEDICAL FACILITY (NAME, CITY)		SAFETY EQUIPMENT USED		DOT-COMPLIANT MC HELMET	SEATING POSITION	AIR BAG USAGE	EJECTION	TRAPPED
5		1				5			4	1	1	1
OCCUPANT		UNIT #	PERSON TYPE	NAME: LAST, FIRST, MIDDLE		DATE OF BIRTH		AGE	GENDER			
		1	0					8	F			
ADDRESS: STREET, CITY, STATE, ZIP						CONTACT PHONE - INCLUDE AREA CODE						
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5		1				5			6	1	1	1
INJURIES		SAFETY EQUIPMENT USED		SEATING POSITION		AIR BAG USAGE						
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Gallaher and Ridgepoint

Crash Summary Sheet

Fatalities	0
Serious Injuries	0
Other Injuries	0

Crash Severity	Crashes	%
(5) PDO/No Injury	1	100.00%
Grand Total	1	100.00%

Day of Week	Crashes	%
(1) Sunday	1	100.00%
Grand Total	1	100.00%

Hour of Day	Crashes	%
15	1	100.00%
Grand Total	1	100.00%

Crashes Per Year	1.00
Fatal and All Injury Crashes	0
Percent Injury	0.0%
Equivalent PDO Index Value	1.00

Year	Crashes	%
2020	1	100.00%
Grand Total	1	100.00%

Crash Type	Crashes	%
Rear End	1	100.00%
Grand Total	1	100.00%

Month	Crashes	%
4	1	100.00%
Grand Total	1	100.00%

Gallaher and Ridgepoint

Crash Summary Sheet

Weather Condition	Crashes	%
Cloudy	1	100.00%
Grand Total	1	100.00%

Road Condition	Crashes	%
Wet	1	100.00%
Grand Total	1	100.00%

Light Condition	Crashes	%
Daylight	1	100.00%
Grand Total	1	100.00%

Number of Units	Crashes	%
2	1	100.00%
Grand Total	1	100.00%

ODOT Location	Crashes	%
Not An Intersection	1	100.00%
Grand Total	1	100.00%

Work Zone Related	Crashes	%
No	1	100.00%
Grand Total	1	100.00%

Alcohol Related	Crashes	%
No	1	100.00%
Grand Total	1	100.00%

Drug Related (Inc. Marijuana)	Crashes	%
No	1	100.00%
Grand Total	1	100.00%

Contour	Crashes	%
Straight Level	1	100.00%
Grand Total	1	100.00%

Marijuana Related	Crashes	%
No	1	100.00%
Grand Total	1	100.00%

Roadway Departure	Crashes	%
No	1	100.00%
Grand Total	1	100.00%

Older Driver (65+)	Crashes	%
No	1	100.00%
Grand Total	1	100.00%

Intersection Related	Crashes	%
Yes	1	100.00%
Grand Total	1	100.00%

Young Driver (15-25)	Crashes	%
No	1	100.00%
Grand Total	1	100.00%

Speed Related	Crashes	%
No	1	100.00%
Grand Total	1	100.00%

Motorcycle Involved	Crashes	%
No	1	100.00%
Grand Total	1	100.00%

Gallaher and Ridgepoint
Crash Summary Sheet
Unit 1 Summary

Unit 1 Pre-Crash Action	Crashes	%
Straight Ahead	1	100.00%
Grand Total	1	100.00%

Unit 1 Contributing Factor	Crashes	%
Following Too Closely/ACDA	1	100.00%
Grand Total	1	100.00%

Unit 1 Object Struck	Crashes	%
Nothing Struck	1	100.00%
Grand Total	1	100.00%

Unit 1 Traffic Control	Crashes	%
Stop Sign	1	100.00%
Grand Total	1	100.00%

Unit 1 Posted Speed	Crashes	%
25	1	100.00%
Grand Total	1	100.00%

Unit 1 Direction From	Crashes	%
North	1	100.00%
Grand Total	1	100.00%

Unit 1 Direction To	Crashes	%
South	1	100.00%
Grand Total	1	100.00%

Gallaher and Ridgepoint

Crash Summary Sheet

Unit 1 Summary

Unit 1 Type	Crashes	%
Passenger Car	1	100.00%
Grand Total	1	100.00%

Unit 1 Special Function	Crashes	%
None	1	100.00%
Grand Total	1	100.00%

Gallaher and Ridgepoint

Crash Summary Sheet

Unit 2 Summary

Unit 2 Pre-Crash Action	Crashes	%
Straight Ahead	1	100.00%
Grand Total	1	100.00%

Unit 2 Contributing Factor	Crashes	%
None	1	100.00%
Grand Total	1	100.00%

Unit 2 Direction From	Crashes	%
North	1	100.00%
Grand Total	1	100.00%

Unit 2 Direction To	Crashes	%
South	1	100.00%
Grand Total	1	100.00%

Unit 2 Type	Crashes	%
Passenger Car	1	100.00%
Grand Total	1	100.00%

Unit 2 Special Function	Crashes	%
None	1	100.00%
Grand Total	1	100.00%

ATTACHMENT 3: AWSC ANALYSIS

Multi-Way Stop Application

OMUTCD Section 2B.07

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.	Warranted ? No
B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.	No
C. Minimum Volumes: 1 The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day.	No
2 The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour.* *If this condition is satisfied, there must also be an average delay of at least 30 seconds per vehicle during the peak hour.	No
3 If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum volume warrants are 70 percent of the values provided in Items 1 and 2.	No
D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.	No
Other criteria that may be considered in an engineering study include:	
A. The need to control left-turn conflicts;	No
B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;	No
C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and	No
D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.	No

Are the requirements for Multi-Way Stop Satisfied?: No

AUTOCALC table								
Each hour is individually checked and tallied if "met"								
Lanes	ADJUSTED VOLUMES		Condition C.1		Condition C.2		Condition D	
Major/								
Minor	MAJOR	MINOR	100%		70%		80%	
			MAJ.	MIN.	MAJ.	MIN.	MAJ.	MIN.
Required Volumes			300	200	210	140	240	160
6:00 AM	0	0						
6:15 AM	56	1						
6:30 AM	118	2						
6:45 AM	188	3						
7:00 AM	241	6			1		1	
7:15 AM	252	7						
7:30 AM	247	8						
7:45 AM	216	8						
8:00 AM	209	5						
8:15 AM	175	5						
8:30 AM	153	4						
8:45 AM	141	5						
9:00 AM	128	6						
9:15 AM	126	4						
9:30 AM	127	3						
9:45 AM	126	2						
10:00 AM	129	1						
10:15 AM	149	5						
10:30 AM	156	6						
10:45 AM	175	6						
11:00 AM	183	9						
11:15 AM	193	9						
11:30 AM	184	11						
11:45 AM	186	10						
12:00 PM	184	8						
12:15 PM	172	7						
12:30 PM	187	5						
12:45 PM	197	7						
1:00 PM	208	6						
1:15 PM	207	3						
1:30 PM	203	2						
1:45 PM	208	0						
2:00 PM	207	1						
2:15 PM	211	3			1			
2:30 PM	230	6						
2:45 PM	210	7						
3:00 PM	223	8						
3:15 PM	244	7			1		1	
3:30 PM	262	5						
3:45 PM	299	7						
4:00 PM	290	6						
4:15 PM	300	6	1		1		1	
4:30 PM	306	7						
4:45 PM	311	7						
5:00 PM	338	8						
5:15 PM	322	9	1		1		1	

5:30 PM	291	8					
5:45 PM	254	5					
6:00 PM	227	5					
6:15 PM	160	3					
6:30 PM	103	2					
6:45 PM	56	2					
7:00 PM	0	0					
7:15 PM	0	0					
7:30 PM	0	0					
7:45 PM	0	0					
8:00 PM	0	0					
8:15 PM	0	0					
8:30 PM	0	0					
8:45 PM	0	0					
9:00 PM	0	0					
9:15 PM	0	0					
9:30 PM	0	0					
9:45 PM	0	0					
10:00 PM	0	0					
10:15 PM	0	0					
10:30 PM	0	0					
10:45 PM	0	0					
11:00 PM	0	0					
11:15 PM	0	0					
11:30 PM	0	0					
11:45 PM	0	0					
HOURS MET			2	0	5	0	4 0
CONDITION SATISFIED?			NO	NO	NO	NO	