



**Monroe Council Agenda
Regular Meeting of Council
January 28, 2025 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of January 14, 2025.

Visitors

Ceremonial Swearing in for Captain Alicia Beacock, Lieutenant Josh Robertson, and Sergeant Mike Doughman.

Ceremonial Swearing in of Officer Jacob Halsey, Officer Nick Davis, and Officer James Tommer

Retirement Recognition for Captain Dennis "Dave" Chasteen.

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

Ordinance No. 2025-01. An Ordinance authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and NVR, Inc. for approximately 21 acres located at Roden Park Drive and Crossings Boulevard and further described herein. (Second Reading)

New Business

Resolution No. 10-2025. A Resolution approving a Then-and-Now Certificate in the amount of \$4,925.38 to the Butler County Sheriff's office for December 2024 fire dispatch fees.

Sponsor: Kacey Waggaman

Strategic Priority: Good Governance



Background: This is to pay the December Fire Dispatch fees. The original purchase order funds were depleted before invoice was received.

Resolution No. 11-2025. A Resolution approving a Then-and-Now Certificate in the amount of \$8,513.45 to the Butler County Emergency Management Agency for the annual dues.

Sponsor: Kacey Waggaman

Strategic Priority: Good Governance

Background: The invoice was received before the Purchase Order was opened.

Resolution No. 12-2025. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Vanguard Cleaning Systems of Ohio.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: This document outlines the annual contract for cleaning services. The most recent contract was signed in 2020, and since 2021, we have been operating on a month-to-month basis. The facilities serviced by this contractor include the City Building, the Library/Community Center, both Public Works buildings on Holman, the Police Department, the front building of Crossings Park, and Community Park—only during the months when the restrooms are open to the public. Public Works is responsible for cleaning the rear restroom building at Crossings Park because the contractor is not permitted to drive on the walking path.

I've attached a spreadsheet that compares costs from the 2020 contract with projected costs for 2025. Overall, the increase in expenses is minimal. The most significant rise is in cleaning park restrooms, which are cleaned five days a week, including Saturdays and Sundays. City staff perform a deeper cleaning of these restrooms twice a week. Typically, the park restrooms are open for seven months of the year.

The total annual cost for cleaning these buildings is roughly \$70,269.00. This can vary slightly depending on when the park restrooms are open.

Resolution No. 13-2025. A Resolution authorizing the City Manager to enter into a service agreement by and between the City of Monroe and Air Force One.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure



Background: This is a maintenance agreement for general HVAC maintenance and inspection of City-owned facilities. Air Force One, a local company based in Monroe, has been servicing our equipment since 2021. This agreement is for a duration of three years and includes general inspections, filter services, predictive maintenance, planned services, and physical tests for all systems located within the City Building, Library, Fire Stations 61 and 62, as well as both Holman Avenue buildings. All other services and repairs will be provided at their hourly rate or according to negotiated terms.

- Year 1- \$15,744.00
- Year 2- \$15,744.00
- Year 3- \$16,050.00

Consideration of Motion authorizing the expenditure to CivicPlus in the amount of \$16,784.56 for CivicClerk and CivicMedia.

Sponsor: Angela S. Wasson

Strategic Priority: Communication and Interpersonal Connections

Background: This software is used for putting the packets together for City Council and all boards and commissions. In addition, it is used for live streaming meetings to our website and Facebook. Last year, the cost was \$14,224.20 for one year. Price increases for CivicPlus are common. For 2025, the price has increased to \$16,784.56. Sufficient funds are in Council's budget to cover the cost.

Administrative Reports

Executive Session - to consider the employment of a public employee and the compensation of a public employee and public official.

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
January 14, 2025 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

Council members present: Kelly Clark, Keith Fink, Michael Graves, Tom Hagedorn, and Christina McElfresh.

Mrs. McElfresh move to excuse Mr. Centers and Mr. Wagner; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of December 10, 2024; seconded by Dr. Clark. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business.

Ordinance No. 2024-37. An Ordinance approving a final plat for John Scott Road. (Second Reading)

The Clerk of Council read the title of Ordinance No. 2024-37.

Mrs. McElfresh moved to adopt Ordinance No. 2024-37; seconded by Mr. Graves. Roll call vote: five ayes. Motion carried.

Ordinance No. 2024-38. An Ordinance amending and supplementing various sections of the Planning and Zoning Code.

The Clerk of Council read the title of Ordinance No. 2024-38.



Mrs. McElfresh moved to adopt Ordinance No. 2024-38; seconded by Dr. Clark. Roll call vote: five ayes. Motion carried.

New Business

Resolution No. 01-2025. A Resolution authorizing the City Manager to execute an Emergency Water Connection Agreement by and between the City of Monroe and the Warren County Board of County Commissioners.

The Clerk of Council read the title of Resolution No. 01-2025.

Mrs. McElfresh moved to adopt Resolution No. 01-2025; seconded by Mr. Hagedorn. Roll call vote: five ayes. Motion carried.

Resolution No. 02-2025. A Resolution instructing the Director of Finance to request an advancement of taxes assessed and collected on behalf of the City of Monroe from the Auditors of Butler and Warren Counties.

The Clerk of Council read the title of Resolution No. 02-2025.

Mrs. McElfresh moved to adopt Resolution No. 02-2025; seconded by Dr. Clark. Roll call vote: five ayes. Motion carried.

Resolution No. 03-2025. A Resolution approving a Then-and-Now Certificate in the amount of \$14,797 to Frost Brown Todd for professional services rendered through November 30, 2024.

The Clerk of Council read the title of Resolution No. 03-2025.

Mrs. McElfresh moved to adopt Resolution No. 03-2025; seconded by Dr. Clark. Roll call vote: five ayes. Motion carried.

Resolution No. 04-2025. A Resolution amending Resolution No. 60-2024 to increase the blanket purchase order for Public Entities Pool to \$180,000 and to approve blanket purchase orders for NeoGov, Frost Brown Todd LLC, CDW Government, Inc. and Bradley Payne Advisors as recommended by the Director of Finance and City Manager.

The Clerk of Council read the title of Resolution No. 04-2025.

Mrs. McElfresh moved to adopt Resolution No. 04-2025; seconded by Mr. Graves. Roll call vote: four ayes; one nay (Hagedorn). Motion carried.

Resolution No. 05-2025. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Comcate for code enforcement software.

No action taken on Resolution No. 05-2025.



Resolution No. 06-2025. A Resolution authorizing the City Manager or designee to apply for any and all grant funds; provided that acceptance of any grant funds, including matching funds, must be specifically approved by Council.

The Clerk of Council read the title of Resolution No. 06-2025.

Mrs. McElfresh moved to adopt Resolution No. 06-2025; seconded by Mr. Hagedorn. Roll call vote: five ayes. Motion carried.

Resolution No. 07-2025. A Resolution expressing Council's intent for the sale of personal property no needed for public use or is obsolete or unfit for the use for which it was acquired by internet auction.

The Clerk of Council read the title of Resolution No. 07-2025.

Mrs. McElfresh moved to adopt Resolution No. 07-2025; seconded by Mr. Hagedorn. Roll call vote: five ayes. Motion carried.

Resolution No. 08-2025. A Resolution authorizing the City Manager to enter into a professional services agreement by and between the City of Monroe and Dunrobin Associates, LLC for right-of-way acquisition services related to the Ohio Department of Transportation Pedestrian Access Grant Project.

The Clerk of Council read the title of Resolution No. 08-2025.

Mrs. McElfresh moved to adopt Resolution No. 08-2025; seconded by Dr. Clark. Roll call vote: five ayes. Motion carried.

Resolution No. 09-2025. A Resolution of the City of Monroe, Ohio, supporting the Ohio Commission for the United States Semiquincentennial (AMERICA250-OH).

The Clerk of Council read the title of Resolution No. 09-2025.

Mrs. McElfresh moved to adopt Resolution No. 09-2025; seconded by Mr. Hagedorn. Roll call vote: five ayes. Motion carried.

Mayor Funk opened the public hearing for Ordinance No. 2025-01 and gave a statement on the procedure of the public hearing.

Having been sworn, Director of Development Tom Smith advised that an amendment, to what is known as the Hyde Park in Monroe Crossings Planned Unit Development, has been submitted and is now known as the Townes at Monroe Crossings. The current underlying zoning is General Residential. The applicant submitted a development plan that proposes 84 attached units to be situated on the south parcel and the north parcel will be utilized as recreational/open space. On



the north parcel there will be a 10 foot wide pedestrian pathway extending the full length of the property on Roden Park Drive to Coldwater Drive.

The requested changes include 84 units as opposed to 83 units, decrease in minimum lot width, all housing to be situated on the south parcel and the pathway on the north parcel. Also proposed is a pavilion at the center of the area and a dog park. To the north there will be open space for any type of recreation.

Mr. Smith noted that on November 19, 2024, Planning Commission recommended, in a vote of four to one, that Council approve the amendment.

The applicant was present to answer any questions Council had.

Mrs. McElfresh moved to accept the publication of notice of public hearing and Planning Commission's recommendation for the record; seconded by Mr. Hagedorn. Voice vote. Motion carried.

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

Mrs. McElfresh asked when the applicant was made aware that the bridge was required to be put in. Mr. Smith replied it was during the site plan application.

Mr. Smith confirmed Mayor Funk's understanding that Council is only approving the amendment to the Planned Unit Development Agreement.

Mr. Smith, in response to Mr. Hagedorn's question, that he did not have any renderings of the two-unit buildings.

Ordinance No. 2025-01. An Ordinance authorizing the City Manager to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and NVR, Inc. for approximately 21 acres located at Roden Park Drive and Crossings Boulevard and further described herein.

The Clerk of Council read the title of Ordinance No. 2025-01.

Mayor Funk advised this Ordinance will appear on the next agenda for a second reading.

Consideration of Motion appointing members to various boards and commissions.

Mrs. McElfresh moved to appoint Robert Duckworth to the Planning Commission for a four-year term; Joshua Mason to the Board of Zoning Appeals for a five-year term; Joe Grace to the Park and Recreation Board for a five-year term; John Routson to the Personnel Board for a five-year term; Steven Newsome to the Local Board of Tax Review for a two-year term; Patricia Lovell and Candice Smith to the Historic Preservation Commission for a two-year term; and Kathy Smith and



Scott Koenig as ad-hoc members for a two-year term to the Historic Preservation Commission; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Administrative Reports

Mr. Lester thanked the Public Works Department for a great job during the last snow event.

Paul Goodhue, City Engineer, gave a presentation on the State Route 63 and Main Corridor Study. Mr. Goodhue reported the study also looked at any impacts at Britton Lane and Lawton Avenue, and future development.

Mr. Goodhue presented the following short-term countermeasures:

- At all intersections:
 - Add backplates to signal heads.
 - Add near sided supplemental heads on State Route 63 approaches.
 - Install signal ahead warning signs.
 - Evaluate the signal corridor times.
 - Refresh the pavement markings.
- Britton Lane
 - Install high-visibility crosswalk markings.
 - Clear vegetation at the intersection.
- Main Street
 - Prohibit right turn on red at all approaches.

The following medium-term countermeasures were presented:

- Britton Lane
 - Install eastbound and westbound right turn lanes.
- Main Street
 - Extend eastbound and westbound right turn lanes.
- East Avenue
 - Revise design of westbound left turn lane including overhead mast arm signage.

There were six long-term countermeasures, three of which were not considered. Not considered were:

- a multi-lane round about, which operationally would be a bad choice
- Arca. This is where if you want to turn left, you must turn right, make a u-turn and then come back. This did not have a capacity benefit, and the long extra travel time and additional traverse movements would not work as well as we would have liked it to.
- Creating two extra intersections by separating the East Avenue and Main Street. This did not allow for additional safety measures.



The following long-term countermeasures vetted were:

- Alternative 1: Quadrant Roadway
 - Dismissed due to property needs outside of Monroe's control. As this property is developed good planning practices will be used to allow this to occur without formally constructing.
- Alternative 2: Traditional Intersection Improvements
 - Add additional turn lanes to the intersection that will optimize capacity.
- Alternative 3: Partial Continuous Flow Intersection (CFI)
 - Similar configuration to Austin Boulevard at Springboro Pike.

Mr. Goodhue asked Council for input on the last two long-term countermeasures presented. There are high-level costs associated with those. The quadrant roadway would be approximately \$21 million. The traditional intersection improvements would be approximately \$12 million. The partial continuous flow intersection is approximately \$10 million. Monroe would not bear the entire cost as we would look to the Ohio Department of Transportation for financial assistance.

Mayor Funk liked the CFI and would be interested in how we could make a quadrant roadway work. Mr. Goodhue advised that we need to see a true footprint to see if the CFI or quadrant roadway will work.

Mrs. McElfresh also preferred the CFI.

Mr. Goodhue will proceed with finalizing the report and provide a copy of it to Council. He noted that this intersection is high on the list for the Ohio Department of Transportation. He further noted that the short-term countermeasures have already started.

Mr. Graves asked if speed was looked at for this study and Mr. Goodhue replied that it was, but it was not the overriding factor. The speed was as it should be.

Mr. Hagedorn asked about the lifespan. Mr. Goodhue stated they would be good until 2045.

Mr. Hagedorn also supported the CFI.

Mr. Graves would want to make sure the CFI fits in the downtown plan and would prefer to review the final analysis if it would work.

Mr. Hagedorn asked if there are any plans to change the signal timing. Mr. Goodhue advised the red and yellow lighting was already revised. He indicated that if you eliminate the right turn on red the timing may need to be adjusted further.

Mayor Funk thanked Public Works for their work on the snow event.



Executive Session

Mrs. McElfresh moved to adjourn into executive session to consider the sale of real property; seconded by Dr. Clark. Roll call vote: five ayes. Motion carried.

Council adjourned into executive session at 7:33 p.m.

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

Council reconvened into regular session at 8:34 p.m.

Adjournment

Mrs. McElfresh moved to adjourn the regular session of Council; seconded by Mr. Hagedorn. Voice vote. Motion carried.

The regular meeting of Council adjourned at 8:34 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council



November 20, 2024

Monroe City Council
233 South Main Street
Monroe, Ohio 45050

RE: Case No. 2024-11-8 Consideration of a PUD Amendment to the Hyde Park at the Crossings Planned Unit Development

Dear City Council,

This letter is to inform Council that on November 20, 2024, Planning Commission voted 4-1 to recommend approval of Case No. 2024-11-8— Consideration of a PUD Amendment to the Hyde Park at the Crossings Planned Unit Development. This recommendation involves changes to the approved development plan and PUD agreement.

Referenced amendments are attached.

Sincerely

A handwritten signature in blue ink, appearing to read "Matthew Frye", is written over a faint, larger version of the same signature.

Matthew Frye
Planning Commission Vice Chair

TRANSFER NOT NECESSARY

NANCY NIX, CPA
BY 3/15/2023 VM DEPT.
AUDITOR, BUTLER CO., OHIO

HYDE PARK AT THE CROSSINGS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this 23rd day of February, 2023, by and between Park Place Development, LLC, an Ohio limited liability company ("Park Place") and THE CITY OF MONROE, OHIO, an Ohio Municipal Corporation (the "City").



Recorded: 03/15/2023 01:30 PM Page: 1 of 9
File # 2023-00007658 Fee Amt: \$90.00

1. **Recitals.** This Agreement shall be considered a First Amendment to the Planned Unit Development Agreement by and between the Shops of Monroe Crossings, LLC and the City of Monroe dated July 31, 2007, and recorded in the Butler County Recorder's office being Book 7944, Page 1530. Park Place, acting as agent for the property owners, proposed to develop 83 owner occupied single-family attached units located on approximately 20.91 acres of the original area set forth in the Agreement further described in the Preliminary Development known as Hyde Park at the Crossings as submitted to the Monroe City Council. Park Place has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter 1206 "Planned Unit Developments."

Park Place 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 substantive 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 Hyde Park at the Crossings R-4 PUD Overlay Area.**

A. Land Use and Infrastructure Improvements

- a. Park Place shall construct all public and private infrastructure improvements as indicated on the approved preliminary plat and incorporating any modification, additions and conditions set forth in the construction drawing approval.
- b. Access to the Park Place development will be provided on both Crossings Boulevard and Roden Park Drive.
- c. Access from London Lane onto Crossings Boulevard shall be a right turn-out.
- d. Access from Crossing Boulevard onto London Lane shall be a right turn-in.
- e. Access on London Lane shall include a raised island design to restrict left turn-in and a left out turning movements at the intersection with Crossing Boulevard. The forced right turn-in and a right turn-out traffic calming island shall:
 1. Be constructed to allow a vehicle no larger than a single-unit box truck to pass through the intersection without encroaching upon the raised concrete island.



2. Be constructed to City standards to allow fire trucks, emergency vehicles, school buses, and trash trucks to mount the island.
 3. Include proper traffic control markings and signage on both Crossings Boulevard and London Lane to prohibit left turn movements both in and out of London Lane.
 4. Be geometrically designed to sufficiently discourage motorists from attempting to turn left in and out of London Lane.
-
- f. All streets will be public and maintained by the City.
 - g. All streets will be two-way, 28 feet in width back of curb to back of curb and be constructed of asphalt with curb and gutter according to City specifications.
 - h. A five-foot wide sidewalk shall be constructed along both sides of each internal street (all streets excepting Roden Park Drive and Crossings Boulevard).
 - i. "No Parking" signage shall be installed on Roden Park Drive and Crossing Boulevard in the tree lawn(s) fronting the Hyde Park at the Crossings subdivision.
 - j. The maximum number of dwelling units constructed within the Project shall not exceed 83 units.
 - k. The maximum density of units shall not exceed 3.97 units per acre.
 - l. Park Place agrees to construct required buffer yard improvements meeting minimum Code requirements as determined by City Council along all property lines abutting single-family uses, to include the property line abutting single-family homes on Koehler Drive, the property line abutting single-family homes on Bayberry Lane, and property line against Crossings Boulevard.
 - m. Park Place shall install adequate street trees along both sides of all proposed internal public roads as well as Roden Park Drive and Crossings Boulevard in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements as determined by City Council.
 - n. Street trees on Roden Park Drive and Coldwater Drive shall be located and installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements.
 - o. Street trees on Coldwater Drive shall be installed every 40 feet on center in the tree lawn 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 6.38 acres (30%) of open space will be provided, with 1.18 acres (5.64%) 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, pavilions, and seating areas.
- 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 hiking/biking trail shall be borne by a 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 where a pavilion is shown on the preliminary plan.

C. Sidewalk Provisions

- a. All private and public roadways part of the Project area shall conform to the sidewalk specifications of the City unless specifically included herein:

- i. The multi-use path located on the northeast side of Roden Park Drive shall be a minimum 10-foot-wide asphalt or concrete paved path and extend further towards Coldwater Creek with appropriate safety signage at the trail stopping point at Coldwater Creek as approved by the City Engineer.

D. Conformance to R-4 Zoning Regulations

- a. The lots contained in the R-4 PUD development shall deviate from the R-4 zoning requirements as specifically described below:
 - i. The minimum front yard building setback shall be twenty-five feet (25')
 - ii. The minimum side yard building setback shall be zero feet (0')
 - iii. The minimum rear yard building setback shall be twenty-four feet (24')
 - iv. All dwelling units shall consist of a minimum of 1,200 square feet of livable floor area, with a minimum one bedroom and two bathrooms, and a maximum of three bedroom and two bathrooms.
 - 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 and dryvit materials (as a complimentary or trim material).
 - vii. Front facades shall incorporate variation in mass through one or more of the following methods every 30 feet of façade frontage:
 1. Wall offsets in the form of projections and/or recesses in the façade plane; Wall offsets shall have a minimum depth of two feet;
 2. Bay windows;
 3. Façade color changes;
 4. Use of pilasters, columns, or other detailing to articulate the facades; or
 5. Roofline changes when coupled with correspondingly aligned façade material changes.
 - viii. In addition to wall offsets, front facades and side facades on buildings located on the corners of streets shall provide a minimum of three of the following design features for each residential unit fronting onto the street:
 1. One or more dormer windows or cupolas;
 2. A recessed entrance;
 3. A covered porch;
 4. Pillars, posts, or pilasters;
 5. One or more bay windows with a minimum of 12 inch projection from the façade plane;
 6. Eaves with a minimum of six inch projection from the façade plane;
 7. A parapet wall with an articulated design, which entails design variation rather than a simple rectilinear form; or
 8. Multiple windows with a minimum of four inch wide trim.
 - ix. A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.
 - x. All dwellings will be constructed with a minimum 4/12 pitched roof design.
 - xi. All structures shall have asphalt roof shingles.

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



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BK 9952 PG 1700

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 Hyde Park at the Crossings 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 hereto 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 Park Place 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, their successors, and assigns 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.



File # 2023-00007658

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BK **9952** PG **1701**

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

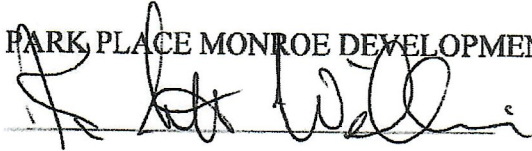
Signed in the presence of:

THE CITY OF MONROE, OHIO



By: 
William J. Brock

PARK PLACE MONROE DEVELOPMENT, LLC



By: Managing Member
Name: K Scott Willis

Title: _____



File # 2023-00007658

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BK 9952 PG 1702

STATE OF OHIO)

)SS:

COUNTY OF BUTLER)

SWORN to and SUBSCRIBED in my presence by the said William J. Brock,

City Manager of the City of Monroe on this 26th day of January, 2023.



Angela S Wasson, Notary Public
in and for the State of Ohio
My Commission Expires Feb. 3, 2023


Notary Public

STATE OF OHIO)

)SS:

COUNTY OF BUTLER)

SWORN to and SUBSCRIBED in my presence by the said

K. Scott Willis, Managing Member of Park Place Development, LLC, on
this 10 day of March, 2023.


Notary Public

THIS INSTRUMENT PREPARED BY: The City of Monroe, 233 South Main Street, Monroe, Ohio 45050.
513-539-7374.



SHARLEEN SCHWEITZER
Notary Public, State of Ohio
Butler County
My Commission Expires
03/24/2026



Date: September 20, 2022

Description: Lot #4599
7.9901 Acres
C-4 with C-PUD Overlay to
R-4 with R-PUD Overlay

Location: City of Monroe
Butler County, Ohio



Situated in the State of Ohio, Between the Miamis, Section 35, Town 3, Range 3, City of Monroe, Butler County and being entire Lot #4599 of Monroe Crossings, Phase One as recorded in Plat Envelope 3637, Pages A-C and being part of the lands of Shops of Monroe Crossings, LLC as recorded in Official Record 7944, Page 1527 of the Butler County, Ohio Recorder's Office and being further described as follows:

Beginning at the southwest corner of Lot #4526 of Monroe Crossings, Phase Two, Block B as recorded in Plat Envelope 3662, Pages A-B of the Butler County, Ohio Recorder's Office and being on the westerly right of way of Crossings Boulevard and being the **True Point of Beginning**;

thence, leaving the southwest corner of said Lot #4526 and with the westerly right of way of said Crossings Boulevard, South 43° 48' 02" West, 255.00 feet to the northerly right of way of Roden Park Drive;

thence, leaving the westerly right of way of said Crossings Boulevard and with the northerly right of way of said Roden Park Drive for the following five courses:

- 1) with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord bearing and distance of South 88° 48' 02" West, 28.28 feet;
- 2) North 46° 11' 58" West, 431.70 feet;
- 3) with a curve to the left, having a central angle of 23° 33' 24", a radius of 1040.00 feet, an arc length of 427.58 feet, and a chord bearing and distance of North 57° 58' 39" West, 424.58 feet;
- 4) North 69° 45' 21" West, 41.70 feet;
- 5) with a curve to the right, having a central angle of 00° 32' 46", a radius of 1160.00 feet, an arc length of 11.06 feet, and a chord bearing and distance of North 69° 28' 58" West, 11.06 feet to the easterly right of way of Cold Water Drive;

thence, leaving the northerly right of way of said Roden Park Drive and with the easterly right of way of said Cold Water Drive for the following seven courses:

- 1) with a curve to the right, having a central angle of 92° 15' 44", a radius of 20.00 feet, an arc length of 32.21 feet, and a chord bearing and distance of North 23° 04' 43" West, 28.84 feet;
- 2) North 23° 03' 09" East, 97.03 feet;
- 3) with a curve to the left, having a central angle of 13° 49' 02", a radius of 325.00 feet, an arc length of 78.38 feet, and a chord bearing and distance of North 16° 08' 38" East, 78.19 feet;
- 4) North 09° 14' 07" East, 47.26 feet;
- 5) with a curve to the right, having a central angle of 23° 41' 58", a radius of 375.00 feet, an arc length of 155.11 feet, and a chord bearing and distance of North 21° 05' 06" East, 154.01 feet;
- 6) North 32° 56' 05" East, 228.09 feet;



BK 9952 PG 1704

- 7) with a curve to the right, having a central angle of $04^{\circ} 51' 26''$, a radius of 315.00 feet, an arc length of 26.70 feet, and a chord bearing and distance of North $35^{\circ} 21' 47''$ East, 26.70 feet to the northerly terminus of said Cold Water Drive and being on the southerly boundary of Lot #4593 of said Monroe Crossings, Phase One;
- thence, leaving the easterly right of way of said Cold Water Drive and with the southerly boundary of said Lot #4593, South $46^{\circ} 11' 58''$ East, 190.83 feet to the westerly boundary of said Monroe Crossings, Phase Two, Block B;
- thence, leaving the southerly boundary of said Lot #4593 and with the westerly boundary of said Monroe Crossings, Phase Two, Block B for the following two courses:
- 1) South $43^{\circ} 48' 02''$ West, 220.00 feet;
 - 2) South $46^{\circ} 11' 58''$ East, 955.28 feet to the True Point of Beginning containing 348,047 square feet or 7.9901 acres of land, more or less, to be rezoned.

I hereby certify that the above description is a complete, proper and legal description of the property to be rezoned.


Jeffrey O. Lambert
Professional Surveyor #7568
In the State of Ohio

9-20-22





Date: September 20, 2022

Description: Pt. Lot #4600
12.9164 Acres
C-4 With C-PUD Overlay to
R-4 With R-PUD Overlay

Location: City of Monroe
Butler County, Ohio



Situated in the State of Ohio, Between the Miamis, Section 35, Town 3, Range 3, City of Monroe, Butler County and being part of Lot #4600 of Monroe Crossings, Phase One as recorded in Plat Envelope 3637, Pages A-C and being part of the lands of Shops of Monroe Crossings, LLC as recorded in Official Record 9415, Page 889 of the Butler County, Ohio Recorder's Office and being further described as follows:

Beginning at the northeast corner of Monroe Crossings, Phase Three, Block "D" as recorded in Official Record 8171, Page 1813 of the Butler County, Ohio Recorder's Office and being on the westerly right of way of Crossings Boulevard and being the **True Point of Beginning**;

thence, leaving the westerly right of way of said Crossings Boulevard and with the northerly boundary of said Monroe Crossings, Phase Three, Block "D", North 46° 11' 58" West, 911.00 feet to the southerly boundary of Part of Lot #4600 and being part of the lands of Shops of Monroe Crossings, LLC as recorded in Official Record 7944, Page 1527 of the Butler County, Ohio Recorder's Office;

thence, leaving the northerly boundary of said Monroe Crossings, Phase Three, Block "D" and with the southerly boundary of said part of Lot #4600 of said lands of Shops of Monroe Crossings, LLC as recorded in Official Record 7944, Page 1527 for the following five courses:

- 1) North 65° 21' 36" East, 108.00 feet;
- 2) North 65° 25' 29" East, 115.00 feet;
- 3) North 71° 38' 05" East, 72.00 feet;
- 4) North 83° 16' 41" East, 52.00 feet;
- 5) North 39° 37' 17" East, 54.00 feet to the southerly boundary of Part of Lot #4600 and being the lands of Bridge Investments II, LLC as recorded in Official Record 9083, Page 644 of the Butler County, Ohio Recorder's Office;

thence, with the southerly boundary of said part of Lot #4600 of said lands of Bridge Investments II, LLC, South 60° 52' 24" East, 13.50 feet;

thence, with the easterly boundary of said part of Lot #4600 of said lands of Bridge Investments II, LLC, North 20° 14' 39" East, 258.89 feet to the southerly right of way of Roden Park Drive;

thence, leaving the easterly boundary of said part of Lot #4600 of said lands of Bridge Investments II, LLC and with the southerly right of way of said Roden Park Drive for the following four courses:

- 1) South 69° 45' 21" East, 23.15 feet;
- 2) with a curve to the right, having a central angle of 23° 33' 24", a radius of 960.00 feet, an arc length of 394.69 feet, and a chord bearing and distance of South 57° 58' 39" East, 391.92 feet;

6900 Tylersville Road, Suite A
Mason, OH 45040
513-336-6600

110 South College Ave, Suite 101
Oxford, OH 45056
513-523-4270

1404 Race Street, Suite 204
Cincinnati, OH 45202
513-834-6151

209 Grandview Drive
Fort Mitchell, KY 41017
859-261-1113

<http://www.bayerbecker.com>



3) South 46° 11' 58" East, 431.70 feet;

4) with a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord bearing and distance of South 01° 11' 58" East, 28.28 feet to the westerly right of way of said Crossings Boulevard;

thence, leaving the southerly right of way of said Roden Park Drive and with the westerly right of way of said Crossings Boulevard, South 43° 48' 02" West, 675.00 feet to the **True Point of Beginning** containing 562,640 square feet or 12.9164 acres of land, more or less, to be rezoned.

I hereby certify that the above description is a complete, proper and legal description of the property to be rezoned.



Jeffrey O. Lambert
Professional Surveyor #7568
In the State of Ohio

9-20-22



SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

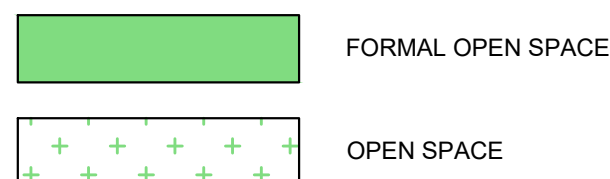
SHOPS OF MONROE
CROSSINGS L.L.C.
6515 WINFORD DR
HAMILTON, OHIO 45011
(513) 858-2555

PARK PLACE DEVELOPMENT, LLC
5372 COTTAGE VIEW CT.
LIBERTY TOWNSHIP, OHIO 45011
513-675-6408

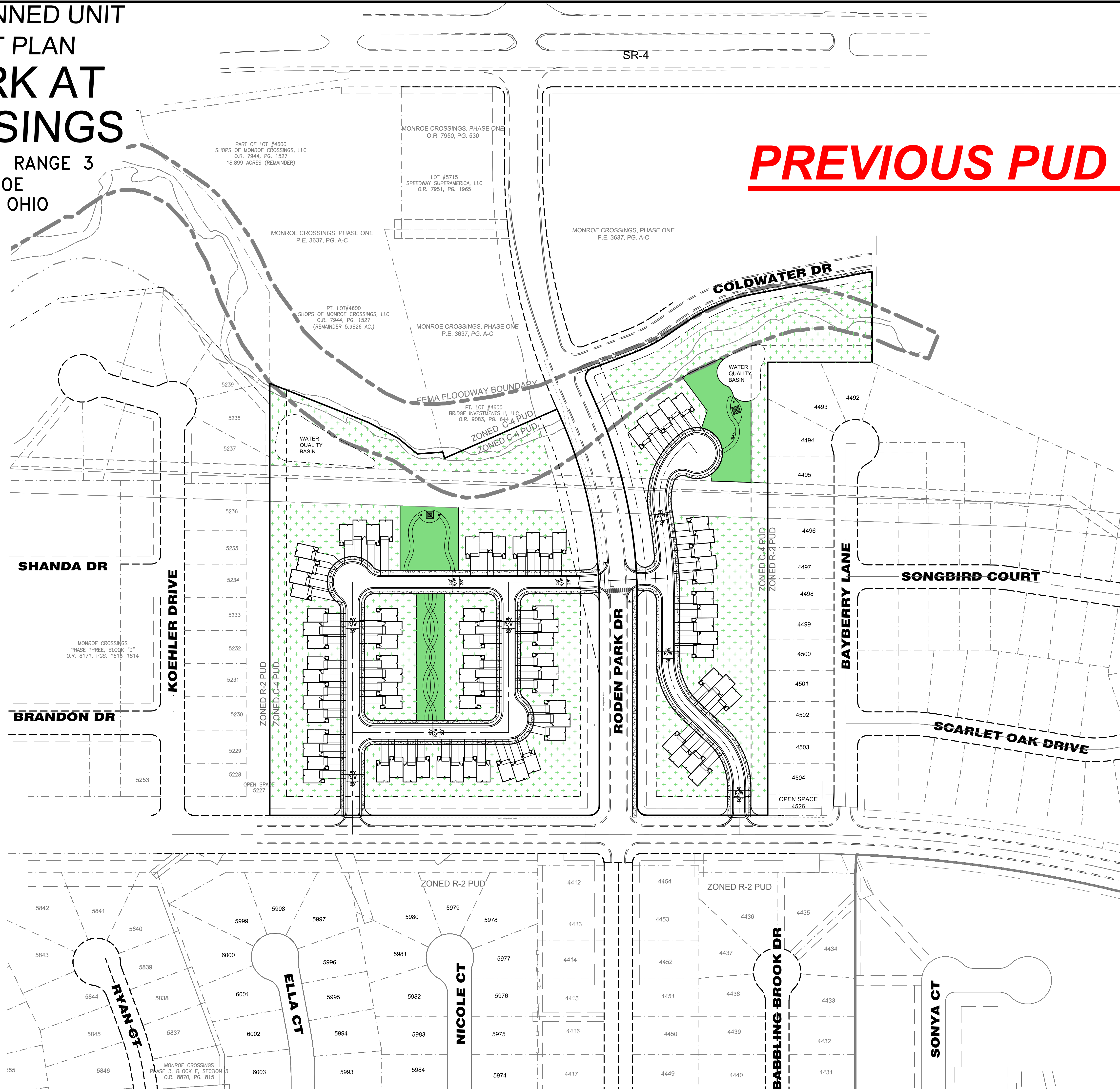
EXISTING ZONING: C-4 WITH PUD OVERLAY
PROPOSED ZONING: R-4 WITH PUD OVERLAY

TOTAL SITE AREA	20.91	ACRES
OPEN SPACE PROVIDED	6.38	ACRES (30%)
OPEN SPACE REQUIRED	4.18	ACRES (20%)
FORMAL OPEN SPACE (WEST)	0.74	ACRES (5.7%)
FORMAL OPEN SPACE (EAST)	0.44	ACRES (5.5%)

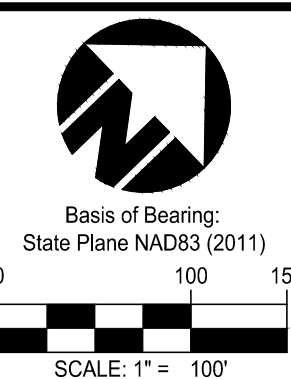
MULTI-FAMILY UNITS = 83 (3.97 D.U./ACRE)



- 1 VICINITY MAP
- 2 PRELIMINARY PUD PLAN
- 3 PLANTING NOTES & DETAILS
- 4 STREET TREE PLAN
- 5 PERIMETER BUFFER PLANTING
- 6 OVERALL SUPPLEMENTAL PLANTING
- 7 SUPPLEMENTAL BUFFER
- 8 SUPPLEMENTAL BUFF & PEDESTRIAN CORRIDOR
- 9 SUPPLEMENTAL PATIO
- 10 OPEN SPACE SITE LAYOUT



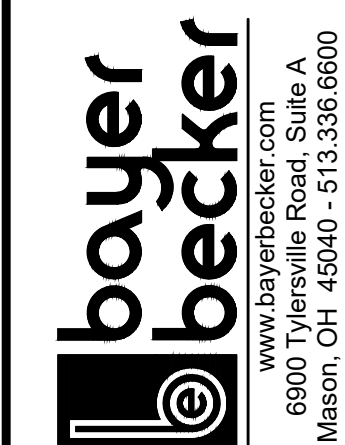
PREVIOUS PUD PLAN

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HYDE PARK at THE CROSSINGS

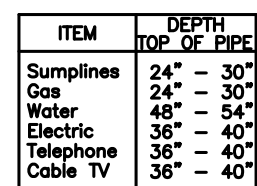
SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

VICINITY MAP



Drawing:	21-0017 PPI
Drawn by:	AM
Checked By:	EM
Issue Date:	9-20-

1



NOTE: TYPICAL SECTION SHALL COMPLY WITH THE CITY SPECIFICATIONS AND STANDARDS IN PLACE AT THE TIME OF SUBMITTAL OF CONSTRUCTION DRAWINGS FOR EACH SECTION.

SHOPS OF MONROE
CROSSINGS L.L.C.
6515 WINFORD DR
HAMILTON, OHIO 45011
(513) 858-2555

PARK PLACE DEVELOPMENT, LLC
5372 COTTAGE VIEW CT.
LIBERTY TOWNSHIP, OHIO 45011
513-675-6408

EXISTING ZONING: C-4 WITH PUD OVERLAY
PROPOSED ZONING: R-4 WITH PUD OVERLAY

TOTAL SITE AREA	20.91 ACRES
MULTI-FAMILY UNITS	83 (3.97 D.U./ACRE)
OPEN SPACE PROVIDED	6.38 ACRES (30%)
OPEN SPACE REQUIRED	4.18 ACRES (20%)
FORMAL OPEN SPACE (WEST)	0.74 ACRES (5.7%)
FORMAL OPEN SPACE (EAST)	0.44 ACRES (5.5%)

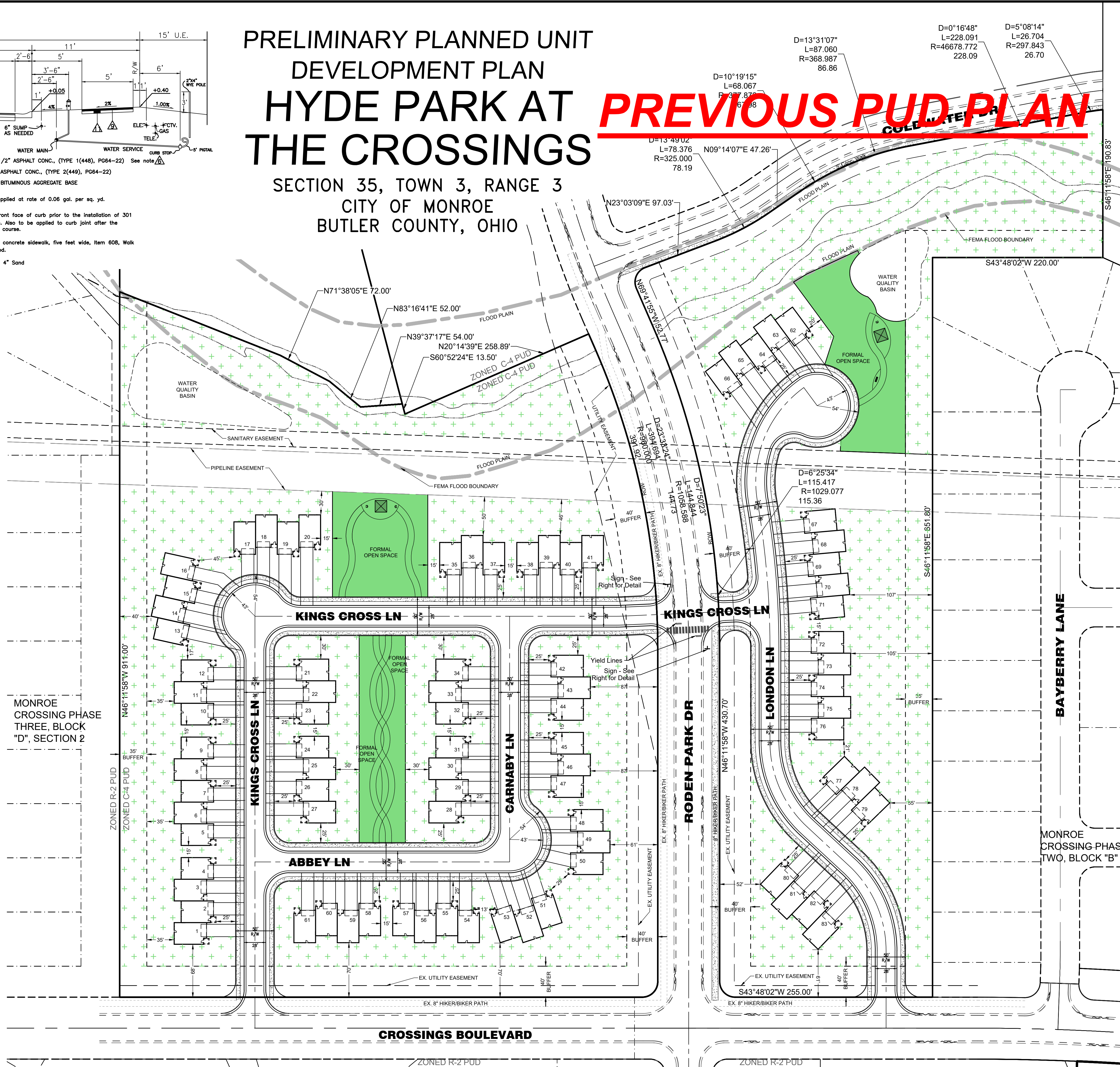
FRONT SETBACK (MIN)	25'
TOTAL SIDE SETBACK (MIN)	15' COMBINED



MONROE
CROSSING PHASE
THREE, BLOCK
"D", SECTION 2

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

PREVIOUS PUD PLAN



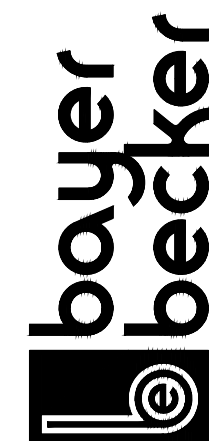
Basis of Bearing:
State Plane NAD83 (2011)

[illegible]

HYDE PARK at THE CROSSINGS

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

PRELIMINARY PUD PLAN



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing:

Drawn by:

Checked By:	
-------------	--

Issue Date: 0 00 00

Sheet:

2

TOWNES AT MONROE CROSSINGS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 2024, by and between NVR, Inc. and **THE CITY OF MONROE, OHIO**, an Ohio Municipal Corporation (the “City”).

1. **Recitals.** This Agreement shall be considered an Amendment to the Planned Unit Development Agreement by and between Park Place and the City of Monroe and recorded in the Butler County Recorder’s office being Book 7944, Page 1530. NVR, Inc., acting as agent for the property owners, proposed to develop ~~83-84~~ owner occupied single-family attached units located on approximately 20.91 acres of the original area. NVR, Inc. has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter ~~1206~~1202.07 “Planned Unit Developments (PUD).”

NVR, Inc. 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 substantive 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–Master~~ Development Plan ~~(MDP)~~ 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 Townes at Monroe Crossings GR PUD Overlay Area.**

A. Land Use and Infrastructure Improvements

- a. NVR, Inc. shall construct all public and private infrastructure improvements as indicated on the approved ~~preliminary–Master Development Plan plans~~ and incorporate any modification, additions and conditions set forth in the construction drawing approval.
- b. Access to Townes at Monroe Crossings will be provided on both Crossings Boulevard and Roden Park Drive.
- ~~c. Access from London Lane onto Crossings Boulevard shall be a right turn out.~~
- ~~d. Access from Crossing Boulevard onto London Lane shall be a right turn in.~~
- ~~e. Access on London Lane shall include a raised island design to restrict left turn in and a left out turning movements at the intersection with Crossing Boulevard. The forced right turn in and a right turn out traffic calming island shall:~~
 - ~~1. Be constructed to allow a vehicle no larger than a single unit box truck to pass through the intersection without encroaching upon the raised concrete island.~~

- ~~2. Be constructed to City standards to allow fire trucks, emergency vehicles, school buses, and trash trucks to mount the island.~~
- ~~3. Include proper traffic control markings and signage on both Crossings Boulevard and London Lane to prohibit left turn movements both in and out of London Lane.~~
- ~~4. Be geometrically designed to sufficiently discourage motorists from attempting to turn left in and out of London Lane.~~

~~f.c.~~ All streets will be public and maintained by the City.

~~g.d.~~ All streets will be two-way, 28 feet in width back of curb to back of curb and be constructed of asphalt with curb and gutter according to City specifications.

~~h.e.~~ A five-foot wide sidewalk shall be constructed along both sides of each internal street (all streets excepting Roden Park Drive and Crossings Boulevard).

~~i.f.~~ "No Parking" signage shall be installed on Roden Park Drive and Crossing Boulevard in the tree lawn(s) fronting the Townes at Monroe Crossings development.

~~j.g.~~ The maximum number of dwelling units constructed within the Project shall not exceed ~~8384~~ units.

~~k.h.~~ The maximum density of units shall not exceed ~~3,974.017~~ units per acre.

~~l.i.~~ NVR, Inc. agrees to construct required buffer yard improvements meeting minimum Code requirements as determined by City Council along all property lines abutting single-family uses, to include the property line abutting single-family homes on Koehler Drive, the property line abutting single-family homes on Bayberry Lane, and property line against Crossings Boulevard.

~~m. NVR, Inc. shall install adequate street trees along both sides of all proposed internal public roads as well as Roden Park Drive and Crossings Boulevard in accordance with Monroe Planning and Zoning Code Chapter 1212.06 Street Tree Requirements as determined by City Council.~~

~~n.j.~~ Street trees on Roden Park Drive and Coldwater Drive shall be located and installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter ~~1212.06~~ 1204.19(E) Street Trees Requirements.

~~o. Street trees on Coldwater Drive shall be installed every 40 feet on center in the tree lawn 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 ~~6.38 acres (30%)~~ 50% minimum of open space shall be provided, with ~~1.18 acres (5.64%)~~ 5% minimum to be developed as formal open space in accordance with Monroe Planning and Zoning Code Chapter ~~1213~~ 1204. The formal open space shall consist of walking trails, a pavilion, seating areas, play fields, and a dog park.
- b. All open space and ~~multiuse~~ shared use 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 ~~hiking/biking trail~~ shared use paths or trails shall be borne by a 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 Master Development~~ Plan (MDP) shall be owned and maintained by a HOA.
- d. ~~Playground equipment shall be installed in each formal open space area where a pavilion is shown on the preliminary plan.~~

C. Sidewalk Provisions

- a. All private and public roadways part of the Project area shall conform to the sidewalk specifications of the City unless specifically included herein:
 - i. ~~The multi-use shared use~~ path located on the northeast side of Roden Park Drive shall be a minimum ~~of 10-foot-wide asphalt or concrete paved~~ shared use path and extend the full frontage of Roden Park Drive to the intersection at Cold Water Drive.
 - ii. ~~The applicant will construct a crosswalk from the 10-foot-wide shared use path along the northeast side Roden Park Drive to the sidewalk on the south side of Roden Park Drive. inter to the proposed crosswalk shown on the Preliminary Plan to connect to the existing sidewalk on the west side that crosses over Coldwater Creek. The existing bridge is not wide enough to support the addition of a 10-foot-wide paved path, further towards Coldwater Creek with appropriate safety signage at the trail stopping point at Coldwater Creek as approved by the City Engineer.~~

D. Conformance to GR Zoning Regulations

- a. The lots contained in the GR PUD development shall deviate from the GR Conservation zoning requirements as specifically described below:
 - i. ~~The minimum front yard building setback shall be twenty five feet (25')~~
 - ii. ~~The minimum side yard building setback shall be zero feet (0')~~
 - iii. ~~The minimum rear yard building setback shall be twenty four feet (24')~~
 - iv.i. ~~The minimum lot width for the proposed townhomes shall be 24 feet.~~
 - v.ii. All dwelling units shall consist of a minimum of 1,200 square feet of livable floor area, with a minimum of one bedroom and two bathrooms, and a maximum of three bedroom and two bathrooms.
 - vi.iii. All dwelling units shall have attached two car garages.
 - vii.iv. The entire first and second floor of the front, side and rear exterior walls shall be constructed of brick, stone, cultured stone, stucco, fiber cement siding, and dryvit materials (as a complimentary or trim material).
 - viii.v. Front facades shall incorporate variation in mass through one or more of the following methods every 30 24 to 28 feet of façade frontage:
 - 1. Wall offsets in the form of projections and/or recesses in the façade plane; Wall offsets shall have a minimum depth of two feet;
 - 2. ~~Bay windows;~~
 - 3. ~~2.~~ Façade color changes;
 - 4. ~~3.~~ Use of pilasters, columns, or other detailing to articulate the facades; or
 - 5. ~~4.~~ Roofline changes when coupled with correspondingly aligned façade material changes.
 - ix.vi. In addition to wall offsets, front facades and side facades on buildings located on the corners of streets shall provide a minimum of three of the following design features for each residential unit fronting onto the street:
 - 1. One or more dormer windows;
 - 2. A recessed entrance;
 - 3. A covered porch;
 - 4. Pillars, posts, or pilasters;
 - 5. ~~One or more bay windows with a minimum of 12 inch projection from the façade plane;~~
 - 6. ~~5.~~ Eaves with a minimum of six inch projection from the façade plane;
 - 7. ~~6.~~ A parapet wall with an articulated design, which entails design variation rather than a simple rectilinear form; or
 - 8. ~~7.~~ Multiple windows with a minimum of four inch wide trim.

~~x.vii.~~ A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.

~~xi.viii.~~ All dwellings will be constructed with a minimum 4/12 pitched roof design.

~~xii.ix.~~ All structures shall have asphalt roof shingles.

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 and associated 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-PUD MDP Plan~~ for Townes at Monroe Crossings 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~~ Director with strict conformance to the applicable sign code regulations.

5. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto 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 the Monroe Planning and Zoning Code ~~Chapter 1206.06 "Compliance with Approved Plan and Modifications."~~. Failure to comply with the ~~Preliminary-DevelopmentPUD or MDP-Plan~~ or subsequently approved ~~final-development~~ plans (i.e. subdivision plats, site plans) shall initiate the enforcement actions set forth in Monroe Planning and Zoning Code Chapter ~~1206.07-8.10~~ "PUD Plan Revocation and ExpirationPenalties and Remedies" in addition to any other non-performance penalty provided for in this Agreement.

It is further agreed that NVR, Inc. 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, their successors, and assigns 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.

DRAFT

PRELIMINARY PLANNED UNIT
DEVELOPMENT PLAN
**TOWNES AT MONROE
CROSSINGS**

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO

OWNERS

PARK PLACE DEVELOPMENT, LLC
5372 COTTAGE VIEW CT.
LIBERTY TOWNSHIP, OHIO 45011
513-675-6408

APPLICANT

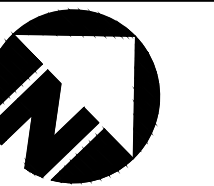
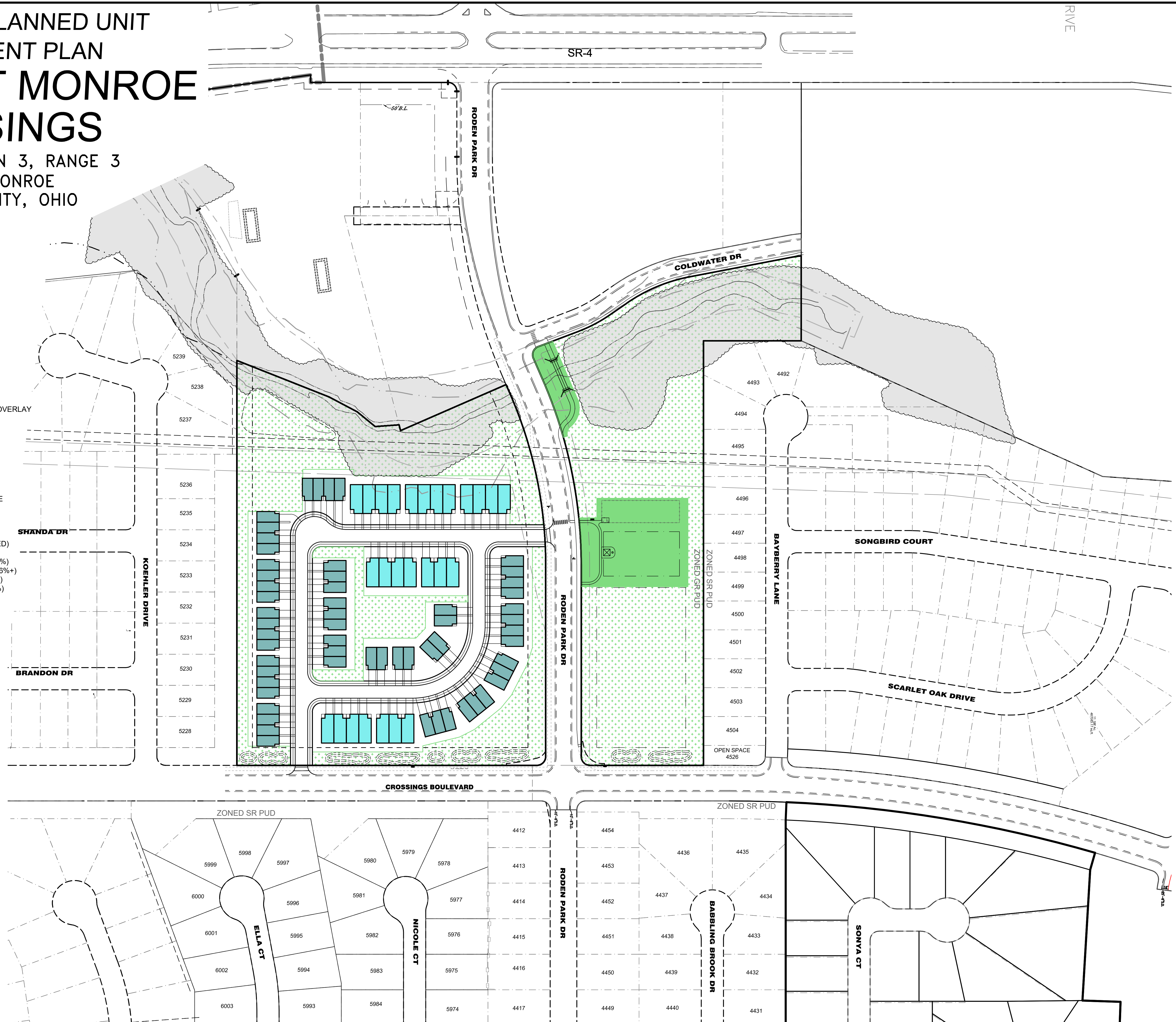
NVR, INC.
8622 JACQUEMIN DR.
WEST CHESTER, OH 45069
513-200-9014

CONCEPT SUMMARY:

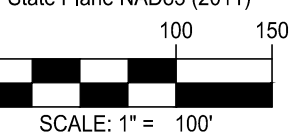
EXISTING ZONING	GR WITH PUD OVERLAY
WEST PROPERTY	12.92 ACRES
EAST PROPERTY	7.99 ACRES
TOTAL SITE AREA	20.91 ACRES
THORNEWOOD	58
CAROLINE	26
TOTAL UNITS	84
DENSITY	4.017 D.U./ACRE
FRONT SETBACK	25'
FRONT SETBACK ON SIDE STREET	20'
REAR SETBACK	20'
SIDE SETBACK	6' (12' COMBINED)
OPEN SPACE REQUIRED	4.18 ACRES (20%)
OPEN SPACE PROVIDED	11.83 ACRES (56%+)
FORMAL OPEN SPACE REQUIRED	1.05 ACRES (5%)
FORMAL OPEN SPACE PROVIDED	1.31 ACRES (6%)

INDEX OF SHEETS

- 1 VICINITY MAP
- 2 PRELIMINARY PUD PLAN
- 3 LANDSCAPE PLAN: ZONING
- 4 LANDSCAPE PLAN : OVERALL
- 5 LANDSCAPE PLAN: STREET TREES
- 6 LANDSCAPE PLAN: COMMUNITY OPENSACE
- 7 LANDSCAPE PLAN: PERIMETER BUFFER
- 8 LANDSCAPE DETAILS
- 9 LANDSCAPE SPECIFICATIONS



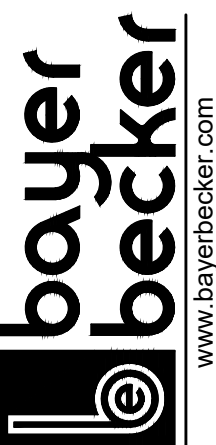
Basis of Bearing:
State Plane NAD83 (2011)

[illegible]

TOWNES AT MONROE CROSSINGS

**SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO**

VICINITY MAP



6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing:	21-0017 PPUD
Drawn by:	LEM
Checked By:	AJB
Issue Date:	11-06-24

1

STREET TREES
(1) TREE PER 40 LF
LOCATED IN THE PUBLIC ROW/ TREE LAWN

BUFFER YARD A (NATURAL)
REQUIREMENTS PER 100 LF
(1) CANOPY TREE + (5) ORNAMENTAL TREES + (15 SHRUBS)
WIDTH: 35'

BUFFER YARD B (NATURAL)
REQUIREMENTS PER 100 LF
(3) CANOPY TREE + (5) ORNAMENTAL TREES + (35 SHRUBS)
WIDTH: 35'

STREET TREE REQUIREMENTS (1204 E)

- STREET TREES REQUIRED ALONG BOTH SIDES OF ALL STREETS FOR ALL NEW SITES ALONG ALL FRONTAGES, EXCLUDING INTERSTATE HIGHWAY FRONTAGE AND ALLEYS.
- STREET TREES TO BE PLANTED 40' O.C. ALONG ALL STREETS WHERE REQUIRED

EAST PROPERTY:

RODEN PARK DR.: 640 LF/ 40 LF = 16 TREES
CROSSINGS BOULEVARD: 235 LF/ 40 LF = 6 TREES
COLDWATER DRIVE: 640 LF/ 40 LF = 16 TREES

WEST PROPERTY

RODEN PARK DR.: 560 LF/ 40 LF	= 14 TREES
CROSSINGS BOULEVARD: 625LF/ 40 LF	= 16 TREES
INTERNAL STREETS: 3309 LF/ 40 LF	= 83 TREES

BUFFERYARD LANDSCAPING (1204.21)

- BUFFERYARD TYPE DETERMINED BY ADJACENT ZONING DISTRICT
- TREES OR SHRUBS IN BUFFERYARD SHALL GENERALLY BE CLUSTERED
- IN ORDER TO PRESENT A NATURALISTIC CHARACTER
- BUFFERYARD AREAS B

BUFFER YARD A REQUIREMENTS (WIDTH 35'):

PLANTINGS PER 100 LF:
(1) CANOPY TREE
(5) ORNAMENTAL TREES
(15) SHRUBS

* (2) ORNAMENTAL TREES CAN BE SUBSTITUTED WITH (1) EVERGREEN

EAST PROPERTY

- **NORTH: MIXED USE - BUFFER B**
EXISTING VEGETATION MEETS BUFFER B REQUIREMENTS

- **EAST: URBAN RESIDENTIAL - NO BUFFER**
SUBURBAN RESIDENTIAL - BUFFER A - 627 LF
7 CANOPY TREES
32 ORNAMENTAL TREES
94 SHRUBS

- **SOUTH: CROSSING BOULEVARD - STREET TREES**

- **WEST: RODEN PARK DR. - STREET TREES**

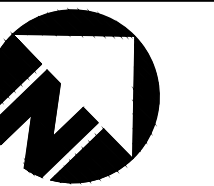
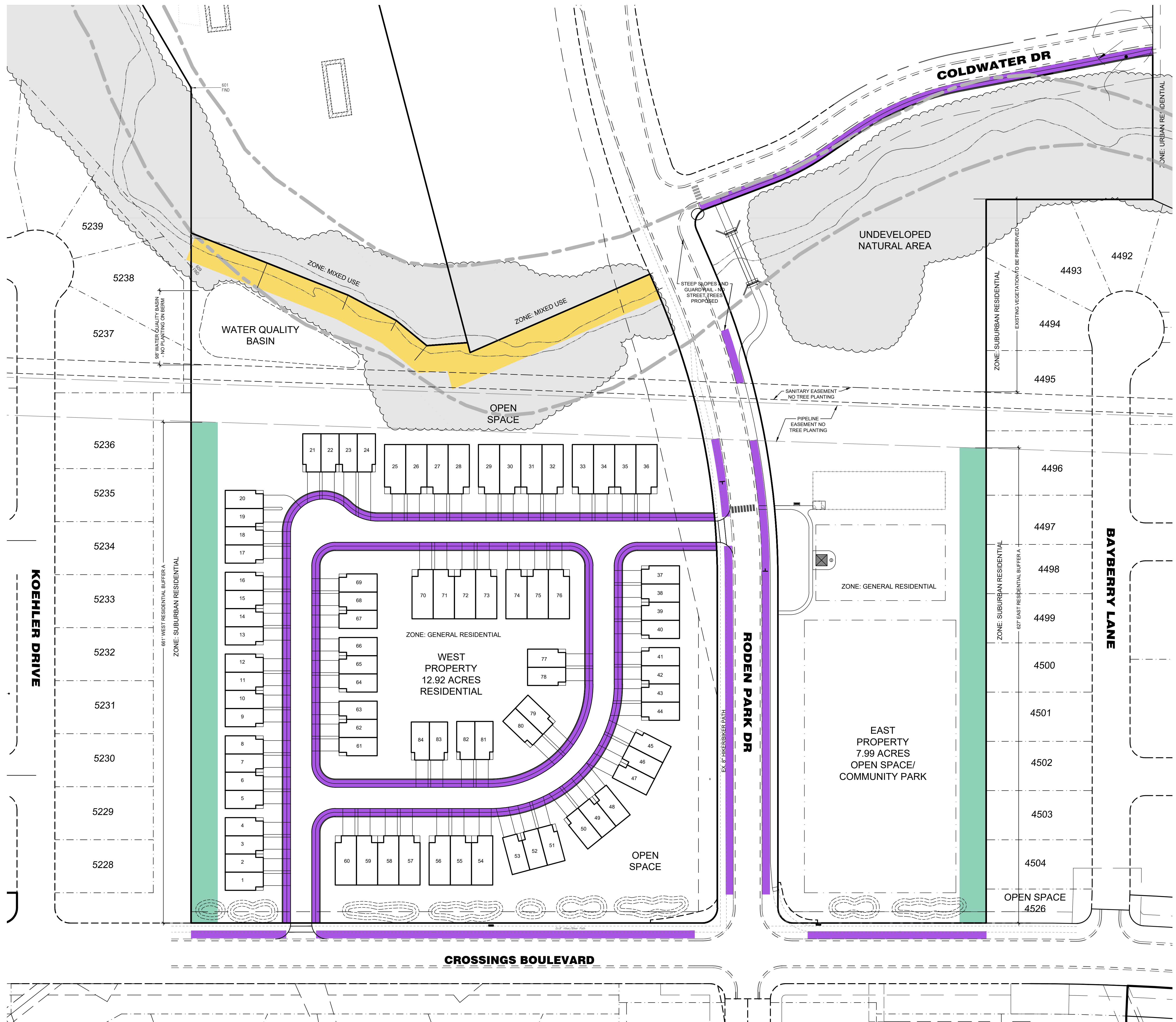
WEST PROPERTY

- **NORTH: MIXED USE - BUFFER B**
EXISTING VEGETATION MEETS BUFFER B REQUIREMENTS

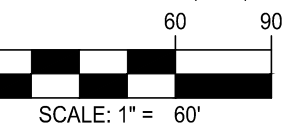
- *EAST: RODEN PARK DR. - STREET TREES*

- **SOUTH: CROSSING BOULEVARD - STREET TREES**

- WEST: SUBURBAN RESIDENTIAL - BUFFER A - 661 LF
7 CANOPY TREES
33 ORNAMENTAL TREES
100 SHRUBS



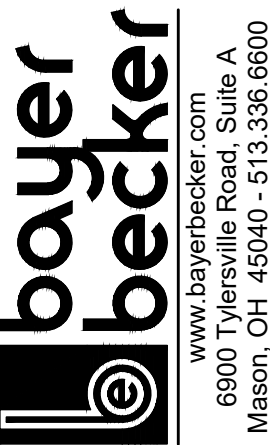
Basis of Bearing:
State Plane NAD83 (2011)

[illegible]

TOWNES AT MONROE CROSSINGS

**SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO**

LANDSCAPE PLAN: ZONING



6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Mason, OH 45040 - 513.336.6600

Drawing: 01.0047.1.1

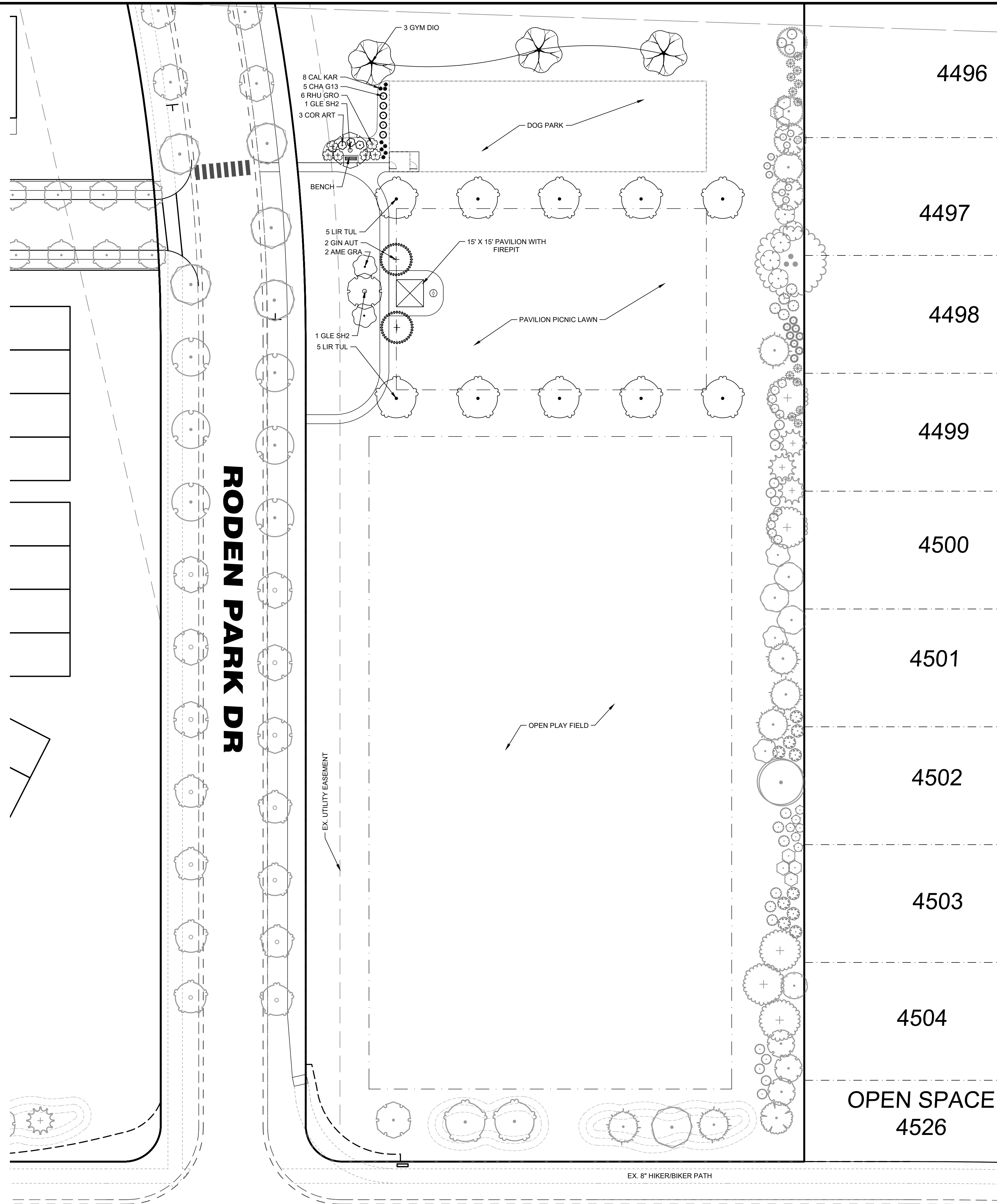
Drawn by: IEM

Checked By: AIB

Issue Date: 11-06-24

heet:

3



PLANT SCHEDULE OPEN SPACE						
CODE	QTY	BOTANICAL NAME	COMMON NAME		TYPE	MIN. SIZE
DECIDUOUS TREES						
GIN AUT	2	Ginkgo biloba 'Autumn Gold' TM	Maidenhair Tree	B & B	2'0" Cal	
GLE SH2	2	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	2'0" Cal	
GYM DIO	3	Gymmodiads dioica 'Espresso'	Kentucky Coffeetree	B & B	2'0" Cal	
LIR TUL	10	Liriodendron tulipifera	Tulip Tree	B & B	2'0" Cal	
ORNAMENTAL TREES						
AME GRA	2	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2'0" Cal	
CODE	QTY	BOTANICAL NAME	COMMON NAME		SIZE	HEIGHT
DECIDUOUS SHRUBS						
COR ART	3	Cornus sericea 'Arcctic Fire'	Arcctic Fire Dogwood	5 gal	24" Ht.	
RHU GRO	6	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	3 gal	18" Ht.	
EVERGREEN SHRUBS						
CHA G13	5	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Threadleaf False Cypress	B & B	24" Ht.	
ORNAMENTAL GRASSES						
CAL KAR	8	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	2 gal	Clump	

SITE FURNISHING DESIGN INTENT IMAGES



15' x 15' PAVILION



6' GENERATION 50 BENCH BY LANDSCAPE FORMS



47" ROUND CONCRETE FIRE PIT WITH STONE LEDGE



4' HT. BLACK VINYL CHAINLINK DOG PARK FENCE

WATER QUALITY BASIN

1 JUG NIG
5 AES PA3

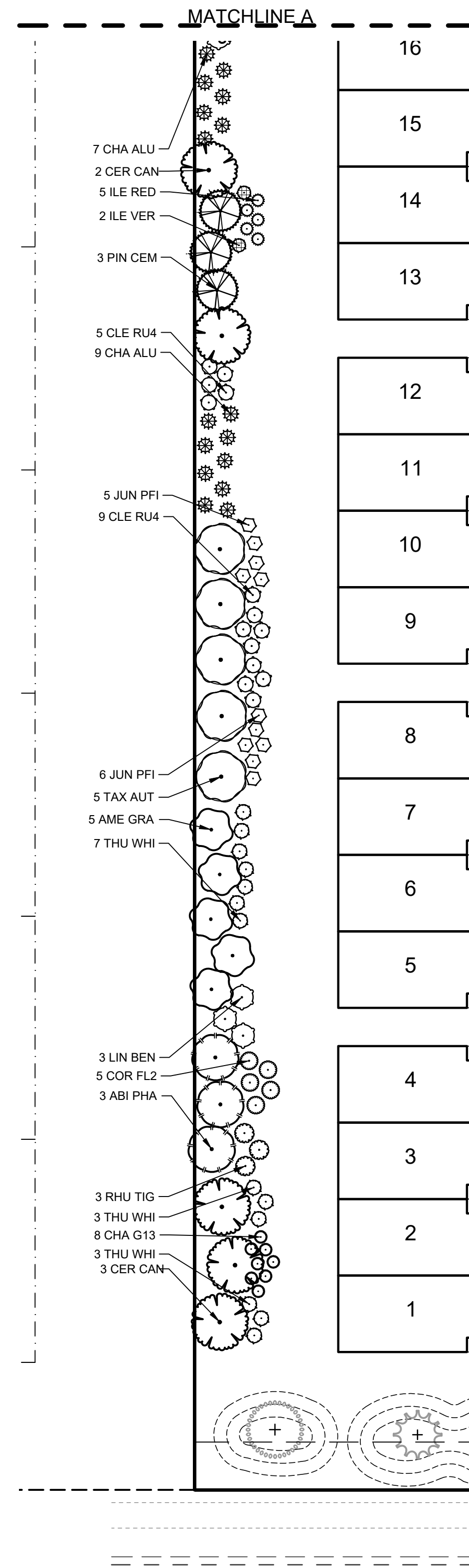
1 CER CAN
3 RHU TIG
3 ABI PHA

3 RHU TIG
1 CER CAN

1 CLA KEN
9 LIN BEN
3 PRU YED

20
19
18
17
16

MATCHLINE A



BUFFER YARD A REQUIREMENTS (WIDTH 35'):

(2) ORNAMENTAL TREES CAN BE SUBSTITUTED WITH (1) EVERGREEN

EAST PROPERTY BUFFER A - 627 LF

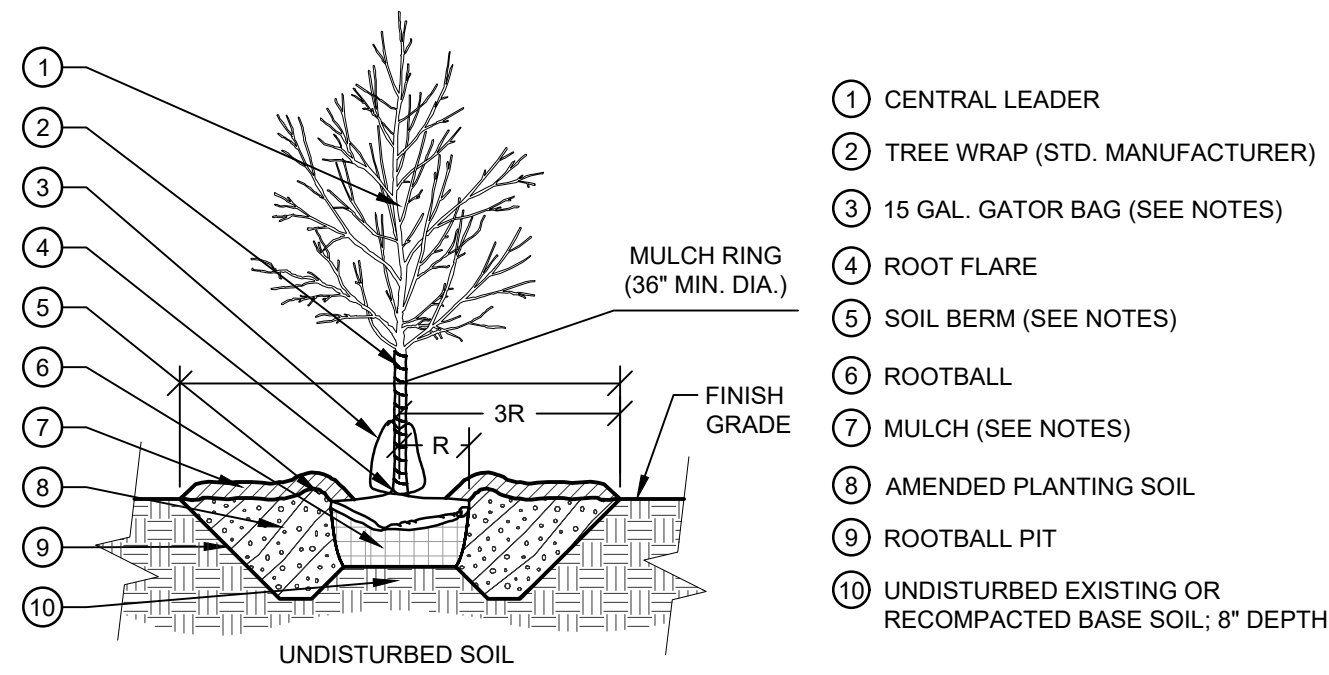
7 CANOPY TREES REQUIRED & PROVIDED
32 ORNAMENTALS REQ. 14 ORNAMENTAL & 9 EVERGREEN PROVIDED
94 SHRUBS REQUIRED & PROVIDED

WEST PROPERTY BUFFER A - 661 LF

7 CANOPY TREES REQUIRED & PROVIDED
33 ORNAMENTAL TREES REQ. 15 ORNAMENTAL &
100 SHRUBS REQUIRED & PROVIDED

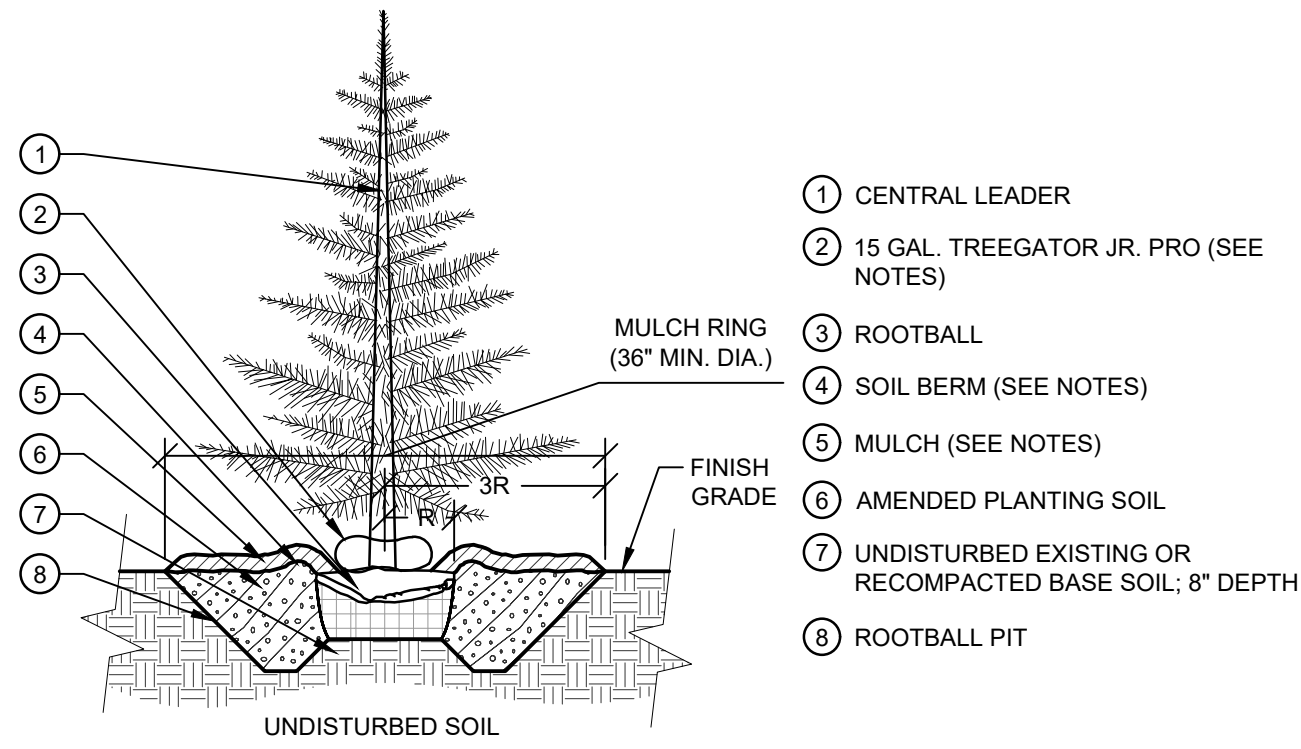
PLANT SCHEDULE WEST BUFFER					
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
CLA KEN	1	Cladrastis kentukea	American Yellowwood	B & B	2.0" Cal
JUG NIG	1	Juglans nigra	Black Walnut	B & B	2.0" Cal
TAX AUT	5	Taxodium distichum 'Autumn Gold'	Autumn Gold Bald Cypress	B & B	2.0" Cal
EVERGREEN TREES					
ABI PHA	6	Abies balsamea panoreopsis	Canaan Balsam Fir	B & B	6' Ht.
PIN CEM	3	Pinus cembra	Swiss Stone Pine	B & B	6' Ht.
ORNAMENTAL TREES					
AME GRA	5	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0" Cal
GER CAN	7	Cercis canadensis	Eastern Redbud	B & B	2.0" Cal
PRU YED	3	Prunus x yedoensis	Yoshino Cherry	B & B	2.0" Cal
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
AES PA3	5	Aesculus parviflora	Bottlebrush Buckeye	5 gal	24" Ht.
GLE RU1	14	GLE RU1a triflora 'Ruby Spice'	Ruby Spice Clethra	5 gal	24" Ht.
COR FL2	5	Cornus sericea 'Flaviramea'	Yellow Twig Dogwood	B & B	30" Ht.
ILE VER	2	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	B & B	30" Ht.
ILE RED	5	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry	3 gal	18" Ht.
LIN BEN	12	Lindera benzoin	Spicebush	5 gal	30" Ht.
RHU TIG	9	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal	36" Ht.
EVERGREEN SHRUBS					
CHA AL1	16	Chamaecyparis lawsoniana 'Alumii'	Lake Erie Blue Flakes Cypress	B & B	36" Ht.
CHA G13	8	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Threadleaf False Cypress	B & B	24" Ht.
JUN PFI	11	Juniperus chinensis 'Kallays Compact'	Kallay Compact Pfizer Juniper	B & B	30" Ht.
THU WH1	13	Thuja plicata 'Whipcord'	Whipcord Western Red Cedar	3 gal	15" Ht.

PLANT SCHEDULE EAST BUFFER					
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
JUG NIG	1	Juglans nigra	Black Walnut	B & B	2.0" Cal
NYS BLA	2	Nyssa sylvatica 'Black Tupelo'	Black Tupelo Sour Gum	B & B	2.0" Cal
QUE COC	1	Quercus coccinea	Scarlet Oak	B & B	2.0" Cal
TAX AUT	3	Taxodium distichum 'Autumn Gold'	Autumn Gold Bald Cypress	B & B	2.0" Cal
EVERGREEN TREES					
ABI PHA	1	Abies balsamea phanerolepis	Canaan Balsam Fir	B & B	6' Ht.
PIN NIG	5	Pinus nigra	Austrian Black Pine	B & B	6' Ht.
THU GIA	3	Thuja plicata 'Green Giant'	Western Red Cedar	B & B	6' Ht.
ORNAMENTAL TREES					
AME GRA	3	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry Tree Form	B & B	2.0" Cal
CER CAL	3	Cercis canadensis	Eastern Redbud	B & B	2.0" Cal
COT OBO	3	Cotinus obtusifolia	American Smoke Tree	B & B	2.0" Cal
PRU YED	5	Prunus x yedoensis	Yoshino Cherry	B & B	2.0" Cal
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT
DECIDUOUS SHRUBS					
AES PAG	5	Aesculus parviflora	Bottlebrush Buckeye	5 gal	24" Ht.
CLE RUA	6	Clethra alnifolia 'Ruby Spice'	Ruby Spice Clethra	5 gal	24" Ht.
COR FL2	14	Cornus sericea 'Flaviramea'	Yellow Twig Dogwood	B & B	30" Ht.
ILE VER	1	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	B & B	30" Ht.
ILE RED	6	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry	3 gal	18" Ht.
LIN BEN	7	Lindera benzoin	Spicebush	5 gal	30" Ht.
PHY DI2	10	Physocarpus opulifolius 'Diabolo'	Diablo Ninebark	B & B	30" Ht.
RHU TIG	11	Rhus typhina 'Tiger Eyes'	Tiger Eyes Sumac	5 gal	36" Ht.
EVERGREEN SHRUBS					
CHA ALU	13	Chamaecyparis lawsoniana 'Alumii'	Lake Erie Blue False Cypress	B & B	36" Ht.
CHA G13	3	Chamaecyparis pisifera 'Golden Mold'	Golden Mold Threadleaf False Cypress	B & B	24" Ht.
JUN FOR	8	Juniperus chinensis 'Sea Green'	Sea Green Juniper	B & B	30" Ht.
THU WHI	10	Thuja plicata 'Whipcord'	Whipcord Western Red Cedar	3 gal	15" Ht.



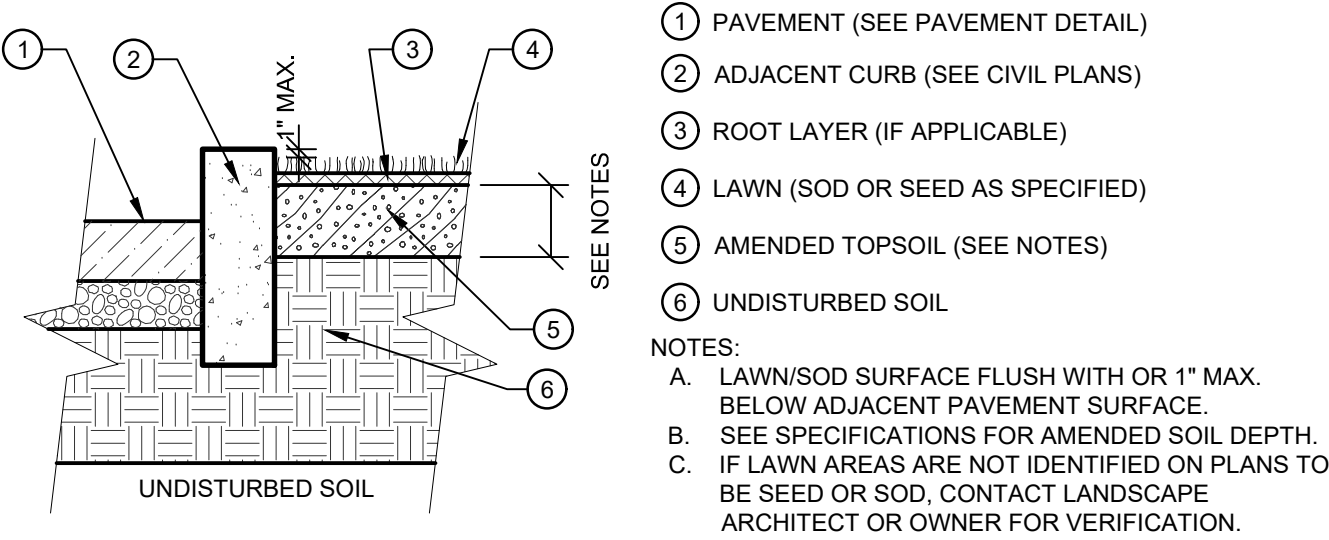
- NOTES:
- REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - TREE PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
 - MULCH RING (SEE SPECIFICATIONS FOR DEPTH) AROUND TRUNK. MINIMUM 36" RADIUS DO NOT PLACE MULCH WITHIN 3" OF TRUNK.
 - GATOR BAG TO BE INSTALLED & FILLED PER MANUFACTURER'S SPECIFICATIONS ON ALL TREES WHEN INSTALLED BETWEEN JUNE - AUG. 1"-4" CALIPER (1 BAG), 5"-8" (2 BAGS).
 - TREE WRAP FOR TREES ABOVE 5" CALIPER REQUIRE A 4" CORRUGATED PVC TUBING DOUBLE WRAPPED IN FILTER FABRIC SOCK PIPE.
 - TREES UNDER 5" CALIPER ARE NOT REQUIRED TO BE GUYED UNLESS LOCATED ON SLOPES GREATER THAN 3:1 OR IN A WINDY LOCATION OR OTHER WISE DETERMINED NECESSARY.

1 TYP. TREE PLANTING DETAIL
NOT TO SCALE P-21-HYD-01

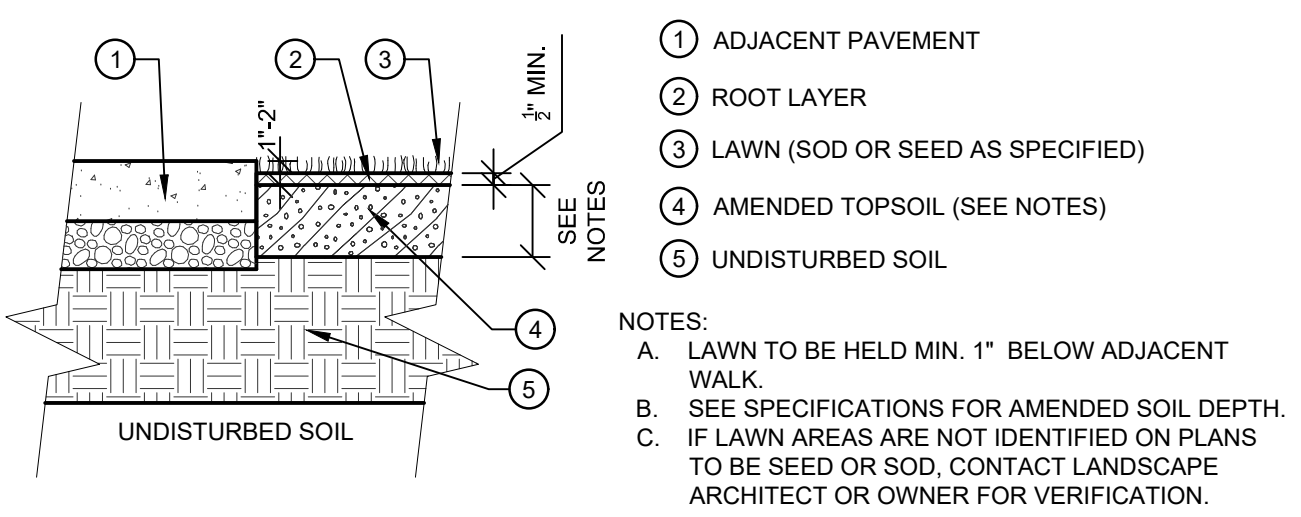


- NOTES:
- REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - TREE PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
 - MULCH RING (SEE SPECIFICATIONS FOR DEPTH) AROUND TRUNK. MINIMUM 36" RADIUS DO NOT PLACE MULCH WITHIN 3" OF TRUNK.
 - GATOR BAG TO BE INSTALLED & FILLED PER MANUFACTURER'S SPECIFICATIONS ON ALL TREES WHEN INSTALLED BETWEEN JUNE - AUG.

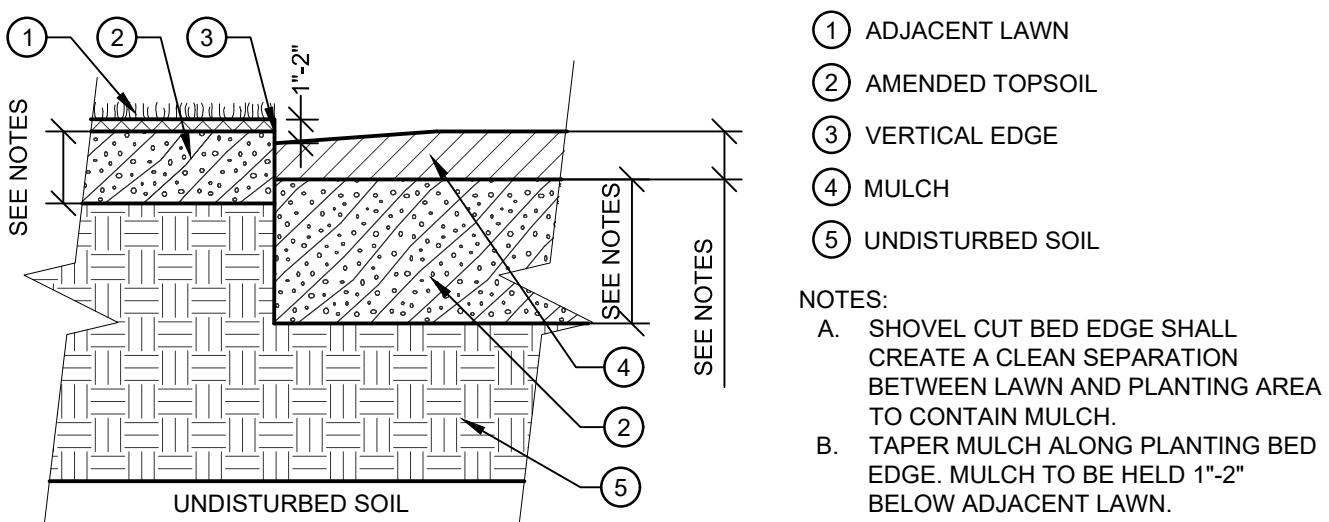
2 TYP. EVERGREEN PLANTING DETAIL
NOT TO SCALE P-21-HYD-02



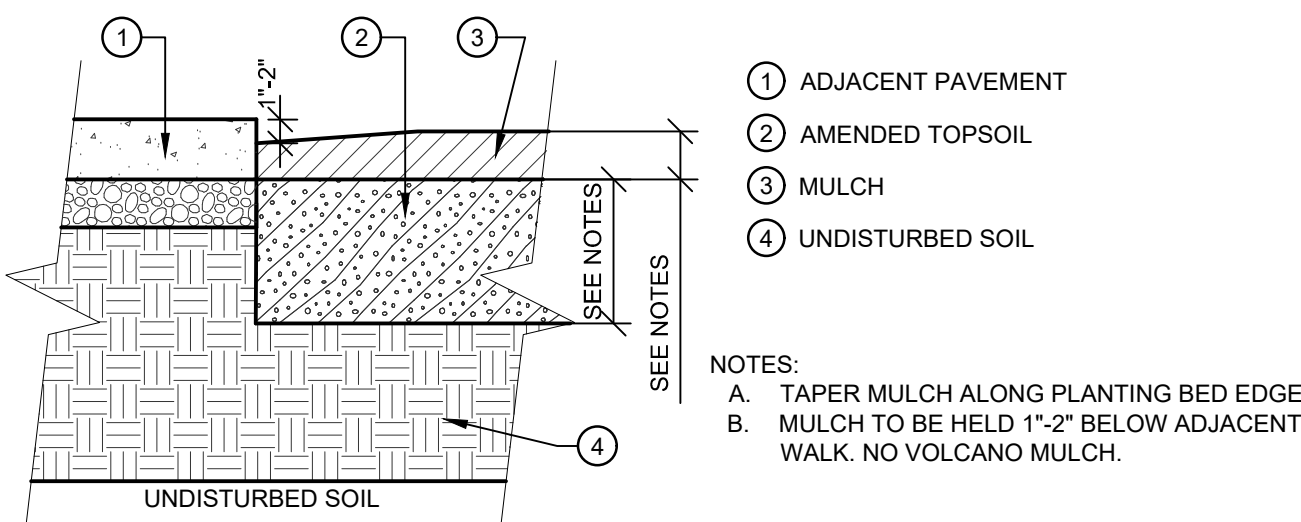
3 LAWN ADJACENT TO CURB
NOT TO SCALE P-21-HYD-04



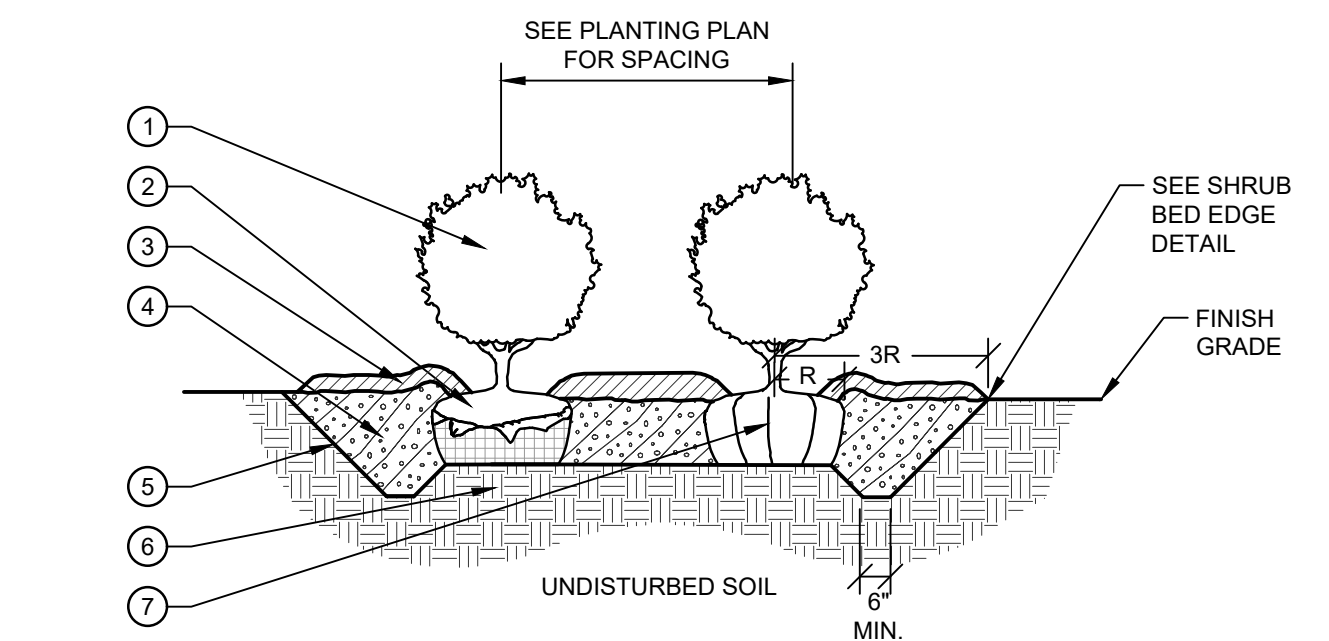
4 LAWN ADJACENT TO PAVED SURFACE
NOT TO SCALE P-21-HYD-05



5 MULCH BED EDGE ADJACENT TO LAWN
NOT TO SCALE P-21-HYD-07

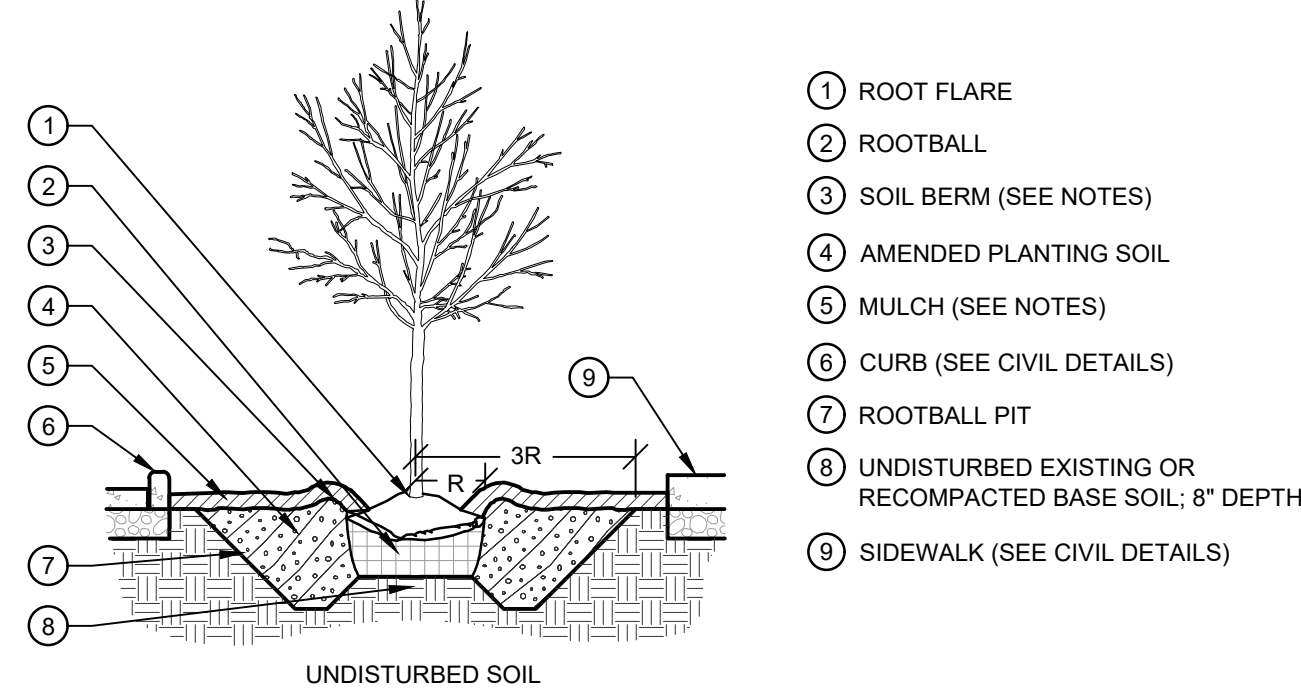


6 MULCH BED EDGE ADJACENT TO WALK
NOT TO SCALE P-21-HYD-08



- NOTES:
- B&B: REMOVE TWINE, ROPE, WIRE, & BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - CONTAINER: LOOSEN ROOT BALL OF ANY ROOT BOUND SHRUB.
 - SHRUB PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF SHRUB PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - MULCH ENTIRE SHRUB BED (SEE SPECIFICATIONS FOR DEPTH). MINIMUM 36" RADIUS. DO NOT PLACE MULCH WITHIN 3" OF STEMS.

7 SHRUB PLANTING DETAIL
NOT TO SCALE P-21-HYD-06



- NOTES:
- REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP $\frac{1}{2}$ OF ROOTBALL. TOP OF ROOTBALL TO BE FLUSH WITH FINISH GRADE AFTER SETTLEMENT. ROOT FLARE 1" ABOVE FINISH GRADE.
 - TREE PIT TO BE THREE TIMES THE WIDTH OF THE ROOTBALL.
 - SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
 - SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS & DELETERIOUS MATERIALS. TOPSOIL AMENDED PER SOIL TESTING REPORT.
 - SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
 - MULCH (SEE SPECIFICATIONS FOR DEPTH). DO NOT PLACE MULCH WITHIN 3" OF TRUNK. TOP OF MULCH SHALL BE A MINIMUM OF 1" BELOW ADJACENT CURB/WALK FOR MULCH CONTAINMENT.
 - SEE TYP. TREE PLANTING DETAIL FOR TREE WRAP AND WATERING REQUIREMENTS.

8 TREE ADJACENT TO CURB AND SIDEWALK
NOT TO SCALE P-21-HYD-15

GENERAL LANDSCAPE NOTES

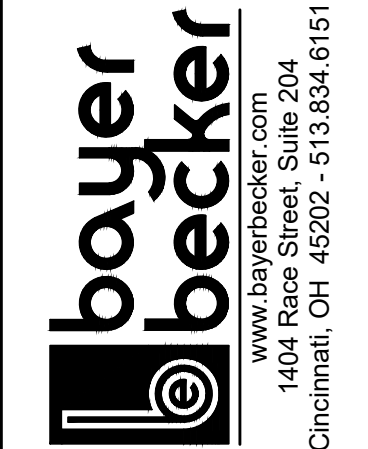
- REFER TO LANDSCAPE SPECIFICATIONS FOR ADDITIONAL INSTALLATION REQUIREMENTS.
- THE CONTRACTOR SHALL VISIT THE SITE AND COMPLETELY REVIEW THESE DOCUMENTS AND FULLY UNDERSTAND THE NATURE AND SCOPE OF WORK NEEDED TO ACHIEVE THE FINISHED PRODUCT INTENDED BY THE OWNER. IN ADDITION, THE CONTRACTOR SHALL AT ONCE REPORT TO THE LANDSCAPE ARCHITECT, INACCURACIES OR INCONSISTENCIES DISCOVERED, FAILURE TO REASONABLY RECOGNIZE OR NOTIFY THE LANDSCAPE ARCHITECT OF SUCH ITEMS SHALL RELEASE THE LANDSCAPE ARCHITECT AND OWNER OF ALL LIABILITY. ANY DEVIATIONS FROM THESE DOCUMENTS WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT SHALL BE CORRECTED AT THE CONTRACTORS EXPENSE.
- PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO COMPLETE THE WORK, LOCATING ALL UNDERGROUND UTILITIES, AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING INSTALLATION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH MAY OCCUR AS A RESULT OF LANDSCAPE CONSTRUCTION.
- CONTRACTOR MUST CERTIFY THAT ITS SAFETY PROGRAM MEETS REGULATORY REQUIREMENTS AT A MINIMUM. CONTRACTOR TO PROVIDE DOCUMENTATION OF THE OSHA RECORD KEEPING SUMMARY.
- REFER TO BID DOCUMENTS AND COMPLY WITH ALL STATE & LOCAL TRAFFIC AND SAFETY REQUIREMENTS REGARDING APPROVED WORK TIMES, SCHEDULING OF INSTALLATION, AND ALL OTHER REQUIREMENTS.
- LANDSCAPE CONTRACT IS RESPONSIBLE FOR COORDINATING WITH OTHER CONTRACTORS AND/OR LOCATING PROPOSED SITE UTILITIES, STORM STRUCTURES, EASEMENTS, ETC.
- ALL PLANT MATERIAL MUST BE INSTALLED ACCORDING TO THE APPROVED LANDSCAPING PLAN BY NO LATER THAN THE NEXT PLANTING SEASON OR WITHIN 6 MONTHS FROM THE COMPLETION OF ALL SITE CONSTRUCTION.
- CONTRACTOR TO VERIFY ALL PLANT QUANTITIES. ANY DISCREPANCY BETWEEN THE PLANTING LIST AND THE PLAN SHALL BE VERIFIED BY THE LANDSCAPE ARCHITECT. ALL SUBSTITUTIONS AND/OR CHANGES SHALL BE REQUESTED IN WRITING TO THE OWNER OR OWNER'S REPRESENTATIVE AND BE APPROVED BY THE LANDSCAPE ARCHITECT AND THE LOCAL MUNICIPALITY (IF REQUIRED) PRIOR TO INSTALLATION.
- INSTALL PLANTS - REFER TO TYPICAL PLANTING DETAILS FOR PLANT INSTALLATION.
- IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE A TREE UNDER 5" CALIPER, BUT IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT PLANTS REMAIN IN AN UPRIGHT POSITION UNTIL THE END OF THE WARRANTY PERIOD, AT WHICH POINT ANY STAKES & WIRE ARE TO BE REMOVED BY THE CONTRACTOR.
- LANDSCAPE CONTRACTOR SHALL INSTALL GATOR BAGS, PER MANUFACTURER'S RECOMMENDATION FOR ALL TREES THAT ARE NOT OTHERWISE IRRIGATED. GATOR BAGS TO BE INSTALLED AND FILLED BETWEEN JUNE AND AUGUST. (1) BAG REQUIRED FOR 1" - 4" CALIPER TREES AND (2) BAGS REQUIRED FOR 5" - 8" CALIPER TREES.
- LANDSCAPE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE FROM ALL PLANT BEDS WITHOUT ADVERSELY AFFECTING SITE DRAINAGE. GRADES BEHIND CURBS FOR AREAS TO RECEIVE MULCH SHALL BE HELD 4 INCHES BELOW TOP OF CURB AND 2 INCHES BELOW TOP OF CURB FOR SOD.
- CONTRACTOR TO RUN PERCOLATION TESTS TO ASSURE PROPER DRAINAGE IN PLANTING AREAS.
- ADDITIONAL ROCK EXCAVATION AND TOPSOIL MAY BE REQUIRED TO OBTAIN SPECIFIED PLANTING DEPTHS FOR ROOT COVERAGE BASED ON SITE CONDITIONS.

IRRIGATION NOTES

- LANDSCAPE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL PLANT MATERIAL WITH THE IRRIGATION CONTRACTOR. IRRIGATION SYSTEM TO BE ACTIVATED UPON COMPLETION OF ALL LAWN AREAS.
- ALL IRRIGATION COMPONENTS SHALL BE OF THE SAME MANUFACTURER & INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- FURNISH ALL DESIGN, LABOR, MATERIALS, AND EQUIPMENT FOR THE PROPER INSTALLATION OF AN IRRIGATION SYSTEM TO SERVICE ALL LAWN AND PLANTED AREAS.
- THE CONTRACTOR SHALL PROVIDE LAYOUT AND DESIGN COORDINATION WITH THE LANDSCAPE REQUIREMENTS OF THE PLANTING TYPES, LOCATIONS AND SHALL INCLUDE WATER SAVING PRODUCTS (LIKE EPA WATERSENSE) AND PRACTICES WHICH DEMONSTRATE THE HIGHEST LEVEL OF PERFORMANCE (WATER SAVING FEATURES).
- SMART CONTROLLERS, HIGH-EFFICIENCY SPRAY NOZZLES, PRESSURE REGULATED HEADS, AND DRIPLINE IN BEDS MUST BE INCORPORATED. INDIVIDUAL SUB-ZONES MUST BE TAILORED TO THE WATERING REQUIREMENTS OF EACH MAJOR PLANT TYPE. UNDER NO CIRCUMSTANCES SHALL ANY TURF AREAS BE WATERED IN COMBINATION WITH PLANT BEDS. SPACING OF ALL SPRINKLER EQUIPMENT SELECTED SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDATIONS AS PUBLISHED. "HEAD TO HEAD" COVERAGE IS REQUIRED IN ALL TURF AREAS.
- IRRIGATION CONTRACTOR SHALL PARTICIPATE IN COORDINATION MEETINGS AS REQUIRED WITH THE OWNER'S REPRESENTATIVE AND RELATED PARTIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE IRRIGATION SYSTEM IS TO BE INSTALLED BY A CONTRACTOR WHO SPECIALIZES IN IRRIGATION DESIGN AND INSTALLATION AND HAS INSTALLED AT LEAST FIVE (5) PROJECTS OF EQUAL OR COMPARATIVE SIZE AND COMPLEXITY. IRRIGATION WORK SHALL BE PERFORMED BY A SINGLE FIRM, ACCEPTABLE TO THE OWNER'S REPRESENTATIVE AND LICENSED AS A CONTRACTOR IN THE STATE WHERE THE PROJECT IS TO BE INSTALLED.
- THE SYSTEM SHALL BE DESIGNED BY A CERTIFIED EPA WATERSENSE PARTNER, AS FOUND ON THE EPA WATERSENSE WEBSITE, OR MUST BE A MEMBER OF THE IRRIGATION ASSOCIATION (IA), FAIRFAZ, VA, AND HOLD A CID (CERTIFIED DESIGNER/DESIGNER) QUALIFICATION.
- REFERENCED STANDARDS: AMERICAN SOCIETY FOR TESTING AND MATERIALS, ANNUAL BOOK OF ASTM STANDARDS, LATEST EDITION.
- CODES AND STANDARDS: IRRIGATION DESIGN AND INSTALLATION SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL GOVERNING AGENCY REQUIREMENTS AND TO INDUSTRY STANDARDS. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING OF ANY DISCREPANCIES, INCONSISTENCIES, OR CONTRADICTORY REQUIREMENTS.
- SUBSTITUTIONS: NO SUBSTITUTIONS FROM THE INITIAL PLAN WILL BE PERMITTED WITHOUT REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE. REQUESTS MUST BE MADE TWO (2) WEEKS IN ADVANCE OF THE PROJECT START DATE. IN THE EVENT THE CONTRACTOR WISHES TO MAKE SUBSTITUTIONS OF MATERIALS, SUFFICIENT DESCRIPTIVE LITERATURE, NEW DESIGN, AND MATERIAL SAMPLES MUST BE FURNISHED TO ESTABLISH THE MATERIAL AS AN EQUAL SUBSTITUTE, AND THE DESIGN AS FUNCTIONAL. THE PROPOSED MATERIAL SUBSTITUTION MUST MEET THE ORIGINAL DESIGN INTENT AS IT PERTAINS TO WATER CONSERVATION.
- APPROVAL AND SELECTION OF MATERIALS AND WORK: THE SELECTION OF ALL MATERIALS AND THE EXECUTION OF ALL OPERATIONS REQUIRED UNDER THIS PERFORMANCE SPECIFICATION IS SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE. WHO HAS THE RIGHT TO REJECT ANY AND ALL MATERIALS AND ANY AND ALL WORK WHICH, IN THEIR OPINION, DOES NOT MEET THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AT ANY STAGE OF THE OPERATION. REMOVE REJECTED WORK AND MATERIALS FROM PROJECT SITE AND REPLACE PROMPTLY.
- WARRANTY FOR IRRIGATION SERVICE, PLUMBING, & DRAINAGE SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR AND WILL INCLUDE START-UP, WINTERIZATION, AND SECOND SEASON START-UP. WARRANTY SHALL INCLUDE ALL LABOR, MATERIAL, TOOLS, AND EQUIPMENT AS NECESSARY TO PROVIDE A FUNCTIONING SYSTEM, FREE FROM DEFECTS AND ADJUSTED PROPERLY FOR APPROPRIATE WATER DELIVERY TO ALL PLANT MATERIAL.

TOWNES AT MONROE CROSSINGS

SECTION 35, TOWN 3, RANGE 3
CITY OF MONROE
BUTLER COUNTY, OHIO
LANDSCAPE DETAILS



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SECTION 32 93 00 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 01 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 SUMMARY

- A. SECTION INCLUDES:
- PLANTS.
 - PLANTING SOILS.
 - MISCELLANEOUS PRODUCTS.
- 1.3 SUBMITTALS
- A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT IDENTIFIED, INCLUDING SOILS.
- PLANT MATERIALS: INCLUDE QUANTITIES, SIZES, QUALITY, AND SOURCES FOR PLANT MATERIALS.
 - PESTICIDES AND HERBICIDES: INCLUDE PRODUCT LABEL AND MANUFACTURER'S APPLICATION INSTRUCTIONS SPECIFIC TO THE PROJECT.
 - SAMPLES FOR VERIFICATION: SUBMIT EACH PRODUCT AND MATERIAL WHERE REQUIRED BY THE SPECIFICATIONS TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.
 - PRODUCT CERTIFICATES: FOR EACH TYPE OF MANUFACTURED PRODUCT, FROM MANUFACTURER, AND COMPLYING WITH THE FOLLOWING:
 - MANUFACTURER'S CERTIFIED ANALYSIS OF STANDARD PRODUCTS.
 - MATERIAL TEST REPORTS: FOR STANDARDIZED ASTM D 5268 TOPSOIL, EXISTING NATIVE SURFACE TOPSOIL, AND IMPORTED OR MANUFACTURED TOPSOIL.
 - WARRANTY: SAMPLE OF SPECIAL WARRANTY.

1.4 QUALITY ASSURANCE

- A. INSTALLER QUALIFICATIONS: A QUALIFIED LANDSCAPE INSTALLER WHOSE WORK HAS RESULTED IN SUCCESSFUL ESTABLISHMENT OF PLANTS.
- EXPERIENCE: FIVE YEARS' EXPERIENCE IN LANDSCAPE INSTALLATION IN ADDITION TO REQUIREMENTS IN DIVISION 01 SECTION "QUALITY REQUIREMENTS."
 - INSTALLER'S FIELD SUPERVISION: REQUIRE INSTALLER TO MAINTAIN AN EXPERIENCED FULL-TIME SUPERVISOR ON PROJECT WHEN WORK IS IN PROGRESS.
 - PESTICIDE APPLICATION: STATE LICENSED, COMMERCIAL.
- B. SOIL ANALYSIS: FOR EACH UNAMENDED SOIL TYPE, FURNISH SOIL ANALYSIS AND A WRITTEN REPORT BY A QUALIFIED SOIL-TESTING LABORATORY STATING PERCENTAGES OF ORGANIC MATTER; GRADATION OF SAND, SILT, AND CLAY CONTENT; CATION EXCHANGE CAPACITY; SODIUM ABSORPTION RATIO; DELETERIOUS MATERIAL; PH; AND MINERAL AND PLANT-NUTRIENT CONTENT OF THE SOIL.
- TESTING METHODS: USE THE FOLLOWING TESTING METHODS THAT COMPLY WITH USDA'S HANDBOOK NO. 60.
 - THE SOIL-TESTING LABORATORY SHALL OVERSEE SOIL SAMPLING, WITH DEPTH, LOCATION, AND NUMBER OF SAMPLES TO BE TAKEN PER INSTRUCTIONS FROM LANDSCAPE ARCHITECT. A MINIMUM OF THREE REPRESENTATIVE SAMPLES SHALL BE TAKEN FROM VARIED LOCATIONS FOR EACH SOIL TO BE USED OR AMENDED FOR PLANTING PURPOSES.
 - REPORT SUITABILITY OF TESTED SOIL FOR PLANT GROWTH.
- C. BASED UPON THE TEST RESULTS, STATE RECOMMENDATIONS FOR SOIL TREATMENTS AND SOIL AMENDMENTS TO BE INCORPORATED. STATE RECOMMENDATIONS IN WEIGHT PER 1000 SQ. FT. (92.9 SQ. M) OR VOLUME PER CU. YD. (0.76 CU. M) FOR NITROGEN, PHOSPHORUS, AND POTASH NUTRIENTS AND SOIL AMENDMENTS TO BE ADDED TO PRODUCE SATISFACTORY PLANTING SOIL SUITABLE FOR HEALTHY, VIABLE PLANTS.
- D. REPORT PRESENCE OF PROBLEM SALTS, MINERALS, OR HEAVY METALS, INCLUDING ALUMINUM, ARSENIC, BARIUM, CADMIUM, CHROMIUM, COBALT, LEAD, LITHIUM, AND VANADIUM. IF SUCH PROBLEM MATERIALS ARE PRESENT, PROVIDE ADDITIONAL RECOMMENDATIONS FOR CORRECTIVE ACTION.
- E. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1, AND WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSLANTING OR ROOT PRUNING. PROVIDE FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, FREE OF DISEASE, INJURIES, AND LATEX EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
- IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER LABEL TO ASSURE SYMMETRY IN PLANTING.
- D. MEASUREMENTS: MEASURE ACCORDING TO ANSI Z60.1. DO NOT PRUNE TO OBTAIN REQUIRED SIZES.
- TREES AND SHRUBS: MEASURE WITH BRANCHES OR CANES IN THEIR NORMAL POSITION. TAKE HEIGHT MEASUREMENTS FROM OR NEAR THE TOP OF THE ROOT FLARE FOR FIELD-GROWN STOCK AND CONTAINER-GROWN STOCK. MEASURE MAIN BODY OF TREE OR SHRUB FOR HEIGHT AND SPREAD; DO NOT MEASURE BRANCHES OR ROOTS TIP TO TIP. TAKE CALIPER MEASUREMENTS 6 INCHES (150 MM) ABOVE THE ROOT FLARE FOR TREES UP TO 4-INCH (100-MM) CALIPER SIZE, AND 12 INCHES (300 MM) ABOVE THE ROOT FLARE FOR LARGER SIZES.
 - OTHER PLANTS: MEASURE WITH STEMS, PETIOLES, AND FOLIAGE IN THEIR NORMAL POSITION.
- E. PLANT MATERIAL OBSERVATION: LANDSCAPE ARCHITECT MAY OBSERVE PLANT MATERIAL EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, CULTIVAR, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, PESTS, DISEASE SYMPTOMS, INJURIES, AND LATEX DEFECTS AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. PACKAGED MATERIALS: DELIVER PACKAGED MATERIALS IN ORIGINAL, UNOPENED CONTAINERS SHOWING WEIGHT, CERTIFIED ANALYSIS, NAME AND ADDRESS OF MANUFACTURER, AND INDICATION OF CONFORMANCE WITH STATE AND FEDERAL LAWS IF APPLICABLE.
- B. BULK MATERIALS:
- DO NOT DUMP OR STORE BULK MATERIALS NEAR STRUCTURES, UTILITIES, WALKWAYS AND PAVEMENTS, OR ON EXISTING TURF AREAS OR PLANTS.
 - PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF BULK MATERIALS, DISCHARGE OF SOIL-BEARING WATER RUNOFF, AND AIRBORNE DUST REACHING ADJACENT PROPERTIES, WATER CONVEYANCE SYSTEMS, OR WALKWAYS.
 - ACCOMPANY EACH DELIVERY OF BULK FERTILIZERS, LIME, AND SOIL AMENDMENTS WITH APPROPRIATE CERTIFICATES.
- C. DO NOT PRUNE TREES AND SHRUBS BEFORE DELIVERY. PROTECT BARK, BRANCHES, AND ROOT SYSTEMS FROM SUN SCALD, DRYING, WIND BURN, SWEATING, WHIPPING, AND OTHER HANDLING AND TYING DAMAGE. DO NOT BEND OR BIND-TIE TREES OR SHRUBS IN SUCH A MANNER AS TO DESTROY THEIR NATURAL SHAPE. PROVIDE PROTECTIVE COVERING OF PLANTS DURING SHIPPING AND DELIVERY. DO NOT DROP PLANTS DURING DELIVERY AND HANDLING.
- D. HANDLE PLANTING STOCK BY ROOT BALL.
- E. STORE BULBS, CORMS, AND TUBERS IN A DRY PLACE AT 60 TO 65 DEG F (16 TO 18 DEG C) UNTIL PLANTING.
- F. DELIVER PLANTS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED, AND INSTALL IMMEDIATELY. IF PLANTING IS DELAYED MORE THAN SIX HOURS AFTER DELIVERY, SET PLANTS AND TREES IN THEIR APPROPRIATE ASPECT (SUN, FILTERED SUN, OR SHADE), PROTECT FROM WEATHER AND MECHANICAL DAMAGE, AND KEEP ROOTS MOIST.
- SET BALLED STOCK ON GROUND AND COVER BALL WITH SOIL, PEAT MOSS, SAWDUST, OR OTHER ACCEPTABLE MATERIAL.
 - DO NOT REMOVE CONTAINER-GROWN STOCK FROM CONTAINERS BEFORE TIME OF PLANTING.
 - WATER ROOT SYSTEMS OF PLANTS STORED ON-SITE DEEPLY AND THOROUGHLY WITH A FINE-MIST SPRAY. WATER AS OFTEN AS NECESSARY TO MAINTAIN ROOT SYSTEMS IN A MOIST, BUT NOT OVERLY-WET CONDITION.

1.6 PROJECT CONDITIONS

- A. FIELD MEASUREMENTS: VERIFY ACTUAL GRADE ELEVATIONS, SERVICE AND UTILITY LOCATIONS, IRRIGATION SYSTEM COMPONENTS, AND CONSENTS OF ADJACENT PROPERTY OWNERS. CONDUCT CONTIGUOUS WITH NEW PLANTINGS BY FIELD MEASUREMENTS BEFORE PROCEEDING WITH PLANTING WORK.
- B. WEATHER LIMITATIONS: PROCEED WITH PLANTING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT PLANTING TO BE PERFORMED WHEN BENEFICIAL AND OPTIMUM RESULTS MAY BE OBTAINED. APPLY PRODUCTS DURING FAVORABLE WEATHER CONDITIONS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND WARRANTY REQUIREMENTS.
- C. COORDINATION WITH TURF AREAS (LAWNS): PLANT TREES, SHRUBS, AND OTHER PLANTS AFTER FINISH GRADES ARE ESTABLISHED AND BEFORE PLANTING TURF AREAS UNLESS OTHERWISE INDICATED.
- WHEN PLANTING TREES, SHRUBS, AND OTHER PLANTS AFTER PLANTING TURF AREAS, PROTECT TURF AREAS, AND PROMPTLY REPAIR DAMAGE CAUSED BY PLANTING OPERATIONS.

1.7 WARRANTY

- A. SPECIAL WARRANTY: INSTALLER AGREES TO REPAIR OR REPLACE PLANTINGS AND ACCESSORIES THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN SPECIFIED WARRANTY PERIOD.
- FAILURES INVOLVING MATERIALS, WORKMANSHIP, OR GROWTH WITHIN THE FOLLOWING WARRANTY PERIODS:
 - DEATH & UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE, LACK OF ADEQUATE MAINTENANCE, OR NEGLECT BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
 - STRUCTURAL FAILURES INCLUDING PLANTINGS FALLING OR BLOWING OVER.
 - FAULTY PERFORMANCE OF TREE STABILIZATION, EDGINGS.
 - DETERIORATION OF METALS, METAL FINISHES, AND OTHER MATERIALS BEYOND NORMAL WEATHERING.
2. WARRANTY PERIODS FROM DATE OF PLANTING COMPLETION:
- TREES, SHRUBS, VINES, AND ORNAMENTAL GRASSES: 12 MONTHS.
 - GROUND COVERS, BIENNIALS, PERENNIALS, AND OTHER PLANTS: 12 MONTHS.
3. INCLUDE THE FOLLOWING REMEDIAL ACTIONS AS A MINIMUM:
- IMMEDIATELY REMOVE DEAD PLANTS AND REPLACE UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.
 - REPLACE PLANTS THAT ARE MORE THAN 25 PERCENT DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD.
 - A LIMIT OF ONE REPLACEMENT OF EACH PLANT WILL BE REQUIRED EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.
 - PROVIDE EXTENDED WARRANTY FOR PERIOD EQUAL TO ORIGINAL WARRANTY PERIOD, FOR REPLACED PLANT MATERIAL.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. GENERAL: FURNISH NURSERY-GROWN PLANTS TRUE TO GENUS, SPECIES, VARIETY, CULTIVAR, STEM FORM, SHEARING, AND OTHER FEATURES INDICATED IN PLANT SCHEDULE OR PLANT LEGEND SHOWN ON DRAWINGS AND COMING WITH ANSI Z60.1, AND WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, DENSELY FOLIATED WHEN IN LEAF AND FREE OF DISEASE, PESTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
- TREES WITH DAMAGED, CROOKED, OR MULTIPLE LEADERS; TIGHT VERTICAL BRANCHES WHERE BARK IS SQUEEZED BETWEEN TWO BRANCHES OR BETWEEN BRANCH AND TRUNK ("INCLUDED BARK"); CROSSING TRUNKS; CUT-OFF LIMBS MORE THAN 3/4 INCH (19 MM) IN DIAMETER; OR WITH STEM GIRDLING ROOTS WILL BE REJECTED.
 - COLLECTED STOCK: DO NOT USE PLANTS HARVESTED FROM THE WILD, FROM NATIVE STANDS, FROM AN ESTABLISHED LANDSCAPE PLANTING, OR NOT GROWN IN A NURSERY UNLESS OTHERWISE INDICATED.

- B. PROVIDE PLANTS OF SIZES, GRADES, AND BALL OR CONTAINER SIZES COMPLYING WITH ANSI Z60.1 FOR TYPES AND FORM OF PLANTS REQUIRED. PLANTS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO LANDSCAPE ARCHITECT.
- D. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER PLANT CROWNS WITH WET SOIL.
- E. PROTECT PLANTS FROM HOT SUN AND WIND; REMOVE PROTECTION IF PLANTS SHOW EVIDENCE OF RECOVERY FROM TRANSPLANTING SHOCK.
- 3.8 PLANTING AREA MULCHING
- A. INSTALL WEED-CONTROL BARRIERS BEFORE MULCHING ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. COMPLETELY COVER AREA TO BE MULCHED, OVERLAPPING EDGES A MINIMUM OF 6 INCHES (150 MM) AND SECURE SEAMS WITH GALVANIZED PINS. PINS TO BE 8"-10" APART ALONG EDGES AND 12" MINIMUM IN CENTER.
- B. MULCH BACKFILLED SURFACES OF PLANTING AREAS AND OTHER AREAS INDICATED.
- TREES AND SHRUBS: APPLY ORGANIC MULCH TO A RING OF 4-INCH (75-MM) AVERAGE THICKNESS, WITH 36-INCH (900-MM) RADIUS AROUND TRUNKS OR STEMS. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS OR VOLCANO MULCH.
 - ORGANIC MULCH IN PLANTING AREAS: APPLY 2-INCH (50-MM) AVERAGE THICKNESS OF ORGANIC MULCH EXTENDING 12 INCHES (300 MM) BEYOND EDGE OF INDIVIDUAL PLANTING PIT OR TRENCH AND OVER WHOLE SURFACE OF PLANTING AREA, AND FINISH LEVEL WITH ADJACENT FINISH GRADES. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS.

2.2 INORGANIC SOIL AMENDMENTS

- A. LIME: ASTM C 602, AGRICULTURAL LIMING MATERIAL CONTAINING A MINIMUM OF 80 PERCENT CALCIUM CARBONATE EQUIVALENT AND AS FOLLOWS:
- PROVIDE LIME IN FORM OF GROUND DOLOMITIC LIMESTONE PER ASTM 605, CONTAINING NOT LESS THAN 85% OF TOTAL CARBONATES AND SHALL BE GROUND TO SUCH A FINENESS THAT 50% WILL PASS THROUGH A 100 MESH SIEVE AND 90% WILL PASS THROUGH A 20 MESH SIEVE. COARSER MATERIAL WILL BE ACCEPTABLE PROVIDED THE SPECIFIED RATES OF APPLICATION ARE INCREASED PROPORTIONALLY ON THE BASIS OF QUANTITIES PASSING THE 100 MESH SIEVE.
 - SULFUR: GRANULAR, BIODEGRADABLE, AND CONTAINING A MINIMUM OF 90 PERCENT SULFUR, WITH A MINIMUM OF 99 PERCENT PASSING THROUGH NO. 6 (3.35-MM) SIEVE AND A MAXIMUM OF 10 PERCENT PASSING THROUGH NO. 40 (0.425-MM) SIEVE.

2.3 MULCHES

- A. ORGANIC MULCH: FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS, CONSISTING OF ONE OF THE FOLLOWING:
- TYPE: DOUBLE SHREDDED HARDWOOD BARK.

2.4 MISCELLANEOUS PRODUCTS

- A. ANTIDISECCANT: WATER-INSOLUBLE EMULSION, PERMEABLE MOISTURE RETARDER, FILM FORMING, FOR TREES AND SHRUBS. DELIVER IN ORIGINAL, SEALED, AND FULLY LABELED CONTAINERS AND MIX ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.
- B. TREE-WRAP TAPE: TWO LAYERS OF CRINKLED PAPER CEMENTED TOGETHER WITH BITUMINOUS MATERIAL, 4" WIDE MINIMUM, WITH STRETCH FACTOR 3:1 PERCENT.
- C. PRE-EMERGENT HERBICIDE: PRE-EMERGENT WEED SEEDLINGS, APPLY ONE OF THE FOLLOWING PRE-EMERGENT HERBICIDES AS MANUFACTURER'S RECOMMENDED RATE:
- ORYZALIN (SURFLAN).
 - SIMAZIN (PRINCEP).
 - TRIFLURALIN (TRIFLAN).
- D. POST-EMERGENT HERBICIDE: TO KILL EMERGENT WEEDS DURING MAINTENANCE PERIOD, APPLY ONE OF THE FOLLOWING POST-EMERGENT HERBICIDES AT MANUFACTURER'S RECOMMENDED RATE:
- SETHOXYDIM (POAST).
 - FLUAZIFOP (FUSILADE).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. EXAMINE AREAS TO RECEIVE PLANTS FOR COMPLIANCE WITH REQUIREMENTS AND CONDITIONS AFFECTING INSTALLATION AND PERFORMANCE.
- VERIFY THAT NO FOREIGN OR DELETERIOUS MATERIAL OR LIQUID SUCH AS PAINT, PAINT WASHOUT, CONCRETE SLURRY, CONCRETE LAYERS OR CHUNKS, CEMENT, PLASTER, OILS, GASOLINE, DIESEL FUEL, PAINT THINNER, TURPENTINE, TAR, ROOFING COMPOUND, OR ACID HAS BEEN DEPOSITED IN SOIL WITHIN A PLANTING AREA.
 - DO NOT MIX OR SOIL AMENDMENTS IN FROZEN, WET, OR MUDDY CONDITIONS.
 - SUSPEND SOIL SPREADING, GRADING, AND TILLING OPERATIONS DURING PERIODS OF EXCESSIVE SOIL MOISTURE UNTIL THE MOISTURE CONTENT REACHES ACCEPTABLE LEVELS TO ATTAIN THE REQUIRED RESULTS.
 - UNIFORMLY MOISTEN EXCESSIVELY DRY SOIL THAT IS NOT WORKABLE AND WHICH IS TOO DUSTY.
- B. PROCEED WITH INSTALLATION ONLY AFTER UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
- C. IF CONTAMINATION BY FOREIGN OR DELETERIOUS MATERIAL OR LIQUID IS PRESENT IN SOIL WITHIN A PLANTING AREA, REMOVE THE SOIL AND CONTAMINATION AS DIRECTED BY LANDSCAPE ARCHITECT AND REPLACE WITH NEW PLANTING SOIL.

3.2 PREPARATION

- A. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES AND TURF AREAS AND EXISTING PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
- B. INSTALL EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
- C. LAY OUT INDIVIDUAL TREE OR SHRUB PLANTATIONS AND AREAS FOR MULTIPLE PLANTINGS. STAKE LOCATIONS, OUTLINE AREAS, AND ADJUST LOCATIONS WHEN REQUESTED, AND OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF LAYOUT BEFORE EXCAVATING OR PLANTING. MAKE MINOR ADJUSTMENTS AS REQUIRED.
- D. LAY OUT PLANTS AT LOCATIONS DIRECTED BY LANDSCAPE ARCHITECT. STAKE LOCATIONS OF INDIVIDUAL TREES AND SHRUBS AND OUTLINE AREAS FOR MULTIPLE PLANTINGS.
- E. IF EXISTING ECOLOGY CAUSES ADJUSTMENTS OF LANDSCAPE PLANS TO FIT THE SITE CONDITIONS, A STAKE OUT BY LANDSCAPE ARCHITECT AND CONTRACTOR AND ADJUSTMENTS BY LANDSCAPE ARCHITECT SHALL BE REQUIRED PRIOR TO INSTALLATION.
- F. APPLY ANTIDISECCANT TO TREES AND SHRUBS USING POWER SPRAY TO PROVIDE AN ADEQUATE FILM OVER TRUNKS (BEFORE WRAPPING), BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT DURING DIGGING, HANDLING, AND TRANSPORTATION.
- G. IF EXISTING TREES OR SHRUBS ARE MOVED IN FULL LEAF, SPRAY WITH ANTIDISECCANT AT NURSERY BEFORE MOVING AND AGAIN TWO WEEKS AFTER PLANTING.
- H. WRAP TREES AND SHRUBS WITH BURLAP FABRIC OVER TRUNKS, BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT FROM WIND AND OTHER DAMAGE DURING DIGGING, HANDLING, AND TRANSPORTATION.

3.3 PLANTING AREA ESTABLISHMENT

- A. LOOSEN SUBGRADE OF PLANTING AREAS TO A MINIMUM DEPTH OF 18 INCHES (450 MM). REMOVE STONES LARGER THAN 1 INCH (25 MM) IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- APPLY FERTILIZER DIRECTLY TO SUBGRADE BEFORE LOOSENING.
 - SPREAD TOPSOIL, APPLY SOIL AMENDMENTS AND FERTILIZER ON SURFACE, AND THOROUGHLY BLEND PLANTING SOIL.
 - DELAY MIXING FERTILIZER WITH PLANTING SOIL IF PLANTING WILL NOT PROCEED WITHIN A FEW DAYS.
 - MIX LIME WITH DRY SOIL BEFORE MIXING FERTILIZER.
 - SPREAD PLANTING SOIL TO A DEPTH OF 18 INCHES (450 MM) BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
- B. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
- C. RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
- D. ALL PLANTING AREAS SHOWN ON PLANS SHALL BE WITHIN 2" OF FINAL GRADE BEFORE LANDSCAPE CONTRACTOR COMMENCES INSTALLATION.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. PLANTING PITS AND TRENCHES: EXCAVATE CIRCULAR PLANTING PITS WITH SIDES SLOPING INWARD AT A 45-DEGREE ANGLE. EXCAVATIONS WITH VERTICAL SIDES ARE NOT ACCEPTABLE. TRIM PERIMETER OF BOTTOM LEAVING CENTER AREA OF BOTTOM RAISED 8 INCHES TO SUPPORT ROOT BALL AND ASSIST IN DRAINAGE AWAY FROM CENTER. DO NOT FURTHER DISTURB BASE. ENSURE THAT ROOT BALL WILL SIT ON UNDISTURBED BASE SOIL TO PREVENT SETTLING AND ROOT GIRDLING AFTER PLANTING.
- EXCAVATE APPROXIMATELY THREE TIMES AS WIDE AS BALL DIAMETER FOR BALLED AND BURLAPPED STOCK.
 - EXCAVATE AT LEAST 12 INCHES (300 MM) WIDER THAN ROOT SPREAD AND DEEP ENOUGH TO ACCOMMODATE VERTICAL ROOTS FOR BARE-ROOT STOCK.
 - IF DRAIN TILE IS SHOWN ON DRAWINGS OR REQUIRED UNDER PLANTING AREAS, EXCAVATE TO TOP OF POROUS BACKFILL OVER TILE.
- B. SUBSOIL AND TOPSOIL REMOVED FROM EXCAVATIONS MAY BE USED AS PLANTING SOIL PROVIDED IT IS FREE OF ROCKS AND OTHER DELETERIOUS MATERIALS.
- C. OBSTRUCTIONS: NOTIFY LANDSCAPE ARCHITECT IF UNEXPECTED ROCK OR OBSTRUCTIONS DETRIMENTAL TO TREES OR SHRUBS ARE ENCOUNTERED IN EXCAVATIONS.
- D. DRAINAGE: NOTIFY LANDSCAPE ARCHITECT IF SUBSOIL CONDITIONS EVIDENCE UNEXPECTED WATER SEEPAGE OR RETENTION IN TREE OR SHRUB PLANTING PITS.
- E. FILL EXCAVATIONS WITH WATER AND ALLOW TO PERCOLATE AWAY BEFORE POSITIONING TREES AND SHRUBS.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. BEFORE PLANTING, VERIFY THAT ROOT FLARE IS VISIBLE AT TOP OF ROOT BALL ACCORDING TO ANSI Z60.1. IF ROOT FLARE IS NOT VISIBLE, REMOVE SOIL IN A LEVEL MANNER FROM THE ROOT BALL TO WHERE THE TOP-MOST ROOT EMERGES FROM THE TRUNK. AFTER SOIL REMOVAL TO EXPOSE THE ROOT FLARE, VERIFY THAT ROOT BALL STILL MEETS SIZE REQUIREMENTS.
- B. REMOVE STEM GIRDLING ROOTS AND KINKED ROOTS. REMOVE INJURED ROOTS BY CUTTING CLEANLY; DO NOT BREAK.
- C. SET BALLED AND BURLAPPED STOCK PLUMB AND IN CENTER OF PLANTING PIT OR TRENCH WITH ROOT FLARE 1 INCH (25 MM) ABOVE ADJACENT FINISH GRADES.
- D. SET CONTAINER-GROWN STOCK PLUMB AND IN CENTER OF PLANTING PIT OR TRENCH WITH ROOT FLARE 1 INCH (25 MM) ABOVE ADJACENT FINISH GRADES.
- CAREFULLY REMOVE ROOT BALL FROM CONTAINER WITHOUT DAMAGING ROOT BALL OR PLANT.
 - PLACE PLANTING SOIL MIX AROUND ROOT BALL IN LAYERS, TAMPING TO SETTLE MIX AND ELIMINATE VOICE AND AIR POCKETS. WHEN PIT IS APPROXIMATELY ONE-HALF BACKFILLED, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL. REPEAT WATERING UNTIL NO MORE WATER IS ABSORBED. WATER AGAIN AFTER PLACING AND TAMPING FINAL LAYER OF PLANTING SOIL MIX.
- E. AFTER THE LANDSCAPE ARCHITECT HAS EXAMINED THE TRUNKS OF NEW INSTALLED TREES, WRAP TREES OF 2-INCH CALIPER AND LARGER WITH TREE-WRAP TAPE. START AT THE BASE OF THE TRUNK AND SPIRAL CIRCLE THE TRUNK TO THE HEIGHT OF THE FIRST BRANCHES. OVERLAP THE WRAP, EXPOSING HALF THE WIDTH, AND SECURELY ATTACH WITHOUT CAUSING GIRDLING. INSPECT TREE TRUNKS FOR INJURY, IMPROPER PRUNING, AND INSECT INFESTATION; TAKE CORRECTIVE MEASURES REQUIRED BEFORE TREE WRAPPING.

3.6 TREE, SHRUB, AND VINE PRUNING

- A. REMOVE ONLY DEAD, DYING, OR BROKEN BRANCHES. DO NOT PRUNE FOR SHAPE.
- B. PRUNE, THIN, AND SHAPE TREES, SHRUBS, AND VINES AS DIRECTED BY LANDSCAPE ARCHITECT.
- C. PRUNE, THIN, AND SHAPE TREES, SHRUBS, AND VINES AS DIRECTED BY LANDSCAPE ARCHITECT. HORTICULTURAL AND AGRICULTURAL PRACTICES, UNLESS OTHERWISE INDICATED BY LANDSCAPE ARCHITECT, DO NOT CUT TREE LEADERS; REMOVE ONLY INJURED, DYING, OR DEAD BRANCHES FROM TREES AND SHRUBS; AND PRUNE TO RETAIN NATURAL CHARACTER.
- D. DO NOT APPLY PRUNING PAINT TO WOUNDS.

3.7 GROUND COVER AND PLANT PLANTING

- A. SET OUT AND SPACE GROUND COVER AND PLANTS OTHER THAN TREES, SHRUBS, AND VINES AS INDICATED IN EVEN ROWS WITH TRIANGULAR SPACING.
- B. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS.

- C. WORK SOIL AROUND ROOTS TO ELIMINATE AIR POCKETS AND LEAVE A SLIGHT SAUCER INDENTATION AROUND PLANTS TO HOLD WATER.
- D. WATER THOROUGHLY AFTER PLANTING, TAKING CARE NOT TO COVER PLANT CROWNS WITH WET SOIL.
- E. PROTECT PLANTS FROM HOT SUN AND WIND; REMOVE PROTECTION IF PLANTS SHOW EVIDENCE OF RECOVERY FROM TRANSPLANTING SHOCK.

- 3.8 PLANTING AREA MULCHING
- A. INSTALL WEED-CONTROL BARRIERS BEFORE MULCHING ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. COMPLETELY COVER AREA TO BE MULCHED, OVERLAPPING EDGES A MINIMUM OF 6 INCHES (150 MM) AND SECURE SEAMS WITH GALVANIZED PINS. PINS TO BE 8"-10" APART ALONG EDGES AND 12" MINIMUM IN CENTER.
- B. MULCH BACKFILLED SURFACES OF PLANTING AREAS AND OTHER AREAS INDICATED.
- TREES AND SHRUBS: APPLY ORGANIC MULCH TO A RING OF 4-INCH (75-MM) AVERAGE THICKNESS, WITH 36-INCH (900-MM) RADIUS AROUND TRUNKS OR STEMS. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS OR VOLCANO MULCH.
 - ORGANIC MULCH IN PLANTING AREAS: APPLY 2-INCH (50-MM) AVERAGE THICKNESS OF ORGANIC MULCH EXTENDING 12 INCHES (300 MM) BEYOND EDGE OF INDIVIDUAL PLANTING PIT OR TRENCH AND OVER WHOLE SURFACE OF PLANTING AREA, AND FINISH LEVEL WITH ADJACENT FINISH GRADES. DO NOT PLACE MULCH WITHIN 3 INCHES (75 MM) OF TRUNKS OR STEMS.

3.9 PLANT MAINTENANCE

- A. MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, MULCHING, RESTORING PLANTING SAUCERS, ADJUSTING AND REPAIRING TREE-STABILIZATION DEVICES, RESETTling PROPER GRADES OR VERTICAL POSITION, AND PERFORMING OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
- WATER EXISTING PROTECTED TREES AND VEGETATION WITH ONE INCH OF RAIN (RAIN GAUGE OR NOAA LOCAL WEATHER VERIFIED) PER WEEK FOR DURATION OF CONSTRUCTION PROJECT.
- B. FILL IN ALL NECESSARY SOIL SUBSIDENCE THAT MAY OCCUR BECAUSE OF SETTLING OR OTHER PROCESSES. REPLACE MULCH MATERIALS DAMAGED OR LOST IN AREAS OF SUBSIDENCE.
- C. APPLY TREATMENTS AS REQUIRED TO KEEP PLANT MATERIALS, PLANTED AREAS, AND SOILS FREE OF PESTS AND PATHOGENS OR DISEASE. USE INTEGRATED PEST MANAGEMENT PRACTICES WHENEVER POSSIBLE TO MINIMIZE THE USE OF PESTICIDES AND REDUCE HAZARDS. TREATMENTS INCLUDE PHYSICAL CONTROLS SUCH AS HOSSING OFF FOLIAGE, MECHANICAL CONTROLS SUCH AS TRAPS, AND BIOLOGICAL CONTROL AGENTS.

3.10 PESTICIDE APPLICATION

- A. APPLY PESTICIDES AND OTHER CHEMICAL PRODUCTS AND BIOLOGICAL CONTROL AGENTS IN ACCORDANCE WITH AUTHORITIES HAVING JURISDICTION AND MANUFACTURER'S WRITTEN RECOMMENDATIONS. COORDINATE APPLICATIONS WITH OWNER'S OPERATIONS AND OTHERS IN PROXIMITY TO THE WORK. NOTIFY OWNER BEFORE EACH APPLICATION IS PERFORMED.
- B. PRE-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY TO TREE, SHRUB, AND GROUND-COVER AREAS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS. DO NOT APPLY TO SEEDING AREAS.
- C. POST-EMERGENT HERBICIDES (SELECTIVE AND NON-SELECTIVE): APPLY ONLY AS NECESSARY TO TREAT ALREADY-GERMINATED WEEDS AND IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.

3.11 CLEANUP AND PROTECTION

- A. DURING PLANTING, KEEP ADJACENT PAVING AND CONSTRUCTION CLEAN AND WORK AREA IN AN ORDERLY CONDITION.
- B. PROTECT PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS AND OPERATIONS OF OTHER CONTRACTORS AND TRADES WITHIN 20' OF CONSTRUCTION DISTURBANCE. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.
- C. INSTALL MINIMUM 4" TALL FENCE 5' OUTSIDE THE DRIP LINE OF TREES TO REMAIN.
- D. AFTER INSTALLATION AND AFTER WORK HAS BEEN APPROVED BY LOCAL INSPECTOR AND/OR OWNER OR OWNER'S REPRESENTATIVE, REMOVE NURSERY TAGS, NURSERY STAKES, TIE TAPE, LABELS, WIRE, BURLAP, AND OTHER DEBRIS FROM PLANT MATERIAL, PLANTING AREAS, AND PROJECT SITE.

3.12 DISPOSAL

- A. REMOVE SURPLUS SOIL AND WASTE MATERIAL INCLUDING EXCESS SUBSOIL, UNSUITABLE SOIL, TRASH, AND DEBRIS AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.

END OF SECTION 32 93 00

SECTION 31 14 00 - SITE RESTORATION OF LANDSCAPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 01 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 SUMMARY

- A. SECTION INCLUDES:
- SPREAD AND CONDITION EXISTING STOCKPILED TOPSOIL.
 - PROVIDE NEW, IF REQUIRED, LIME.
 - TILL, DISTRIBUTE AND GRADE TOPSOIL.
 - CLEAN UP.

1.3 SUBMITTALS (SUBMIT ALL THE FOLLOWING REPORTS, IN TRIPLICATE, TO OWNER FOR REVIEW)

- A. LABORATORY TESTS: SUBMIT COPIES OF TOPSOIL LABORATORY TESTS TO THE OWNER.
- B. FERTILIZER: SUBMIT COPIES ATTESTING TO THE FERTILIZER COMPOSITION TO THE OWNER.
- C. SEED MIX: SUBMIT COPIES ATTESTING TO THE SEED MIX COMPOSITION TO THE OWNER.
- D. SOD: SUBMIT COPIES FROM THE SOD SOURCE ATTESTING TO THE SEED MIX COMPOSITION TO THE OWNER.

1.4 SITE PROTECTION

- A. PROTECT EXISTING GROUNDS, PLANTS, LAWNS AND VEGETATION TO REMAIN.
- PROTECT EXISTING TREES TO REMAIN IN PLACE AGAINST UNNECESSARY CUTTING, BREAKING, SKINNING, OR BRUISING OF ROOTS AND BARK. SMOTHERING OF TREES BY COMPACTION OR STOCKPILING CONSTRUCTION MATERIALS OR EXCAVATED MATERIALS WITHIN FIVE FEET OF OUTER EDGE OF DRIP LINE.
 - ERECT MINIMUM OF FOUR (4) FOOT HIGH FENCE FIVE (5) FEET OUTSIDE DRIP LINE OF TREES TO REMAIN.
 - ERECT TREE PROTECTION BEFORE STARTING SITE WORK OF ANY KIND. MAINTAIN FENCING DURING CONSTRUCTION PERIOD.
 - INTERFERING BRANCHES MAY ONLY BE REMOVED WITH PRIOR CONSENT FROM LANDSCAPE ARCHITECT.
 - IDENTIFY ANY TREES LANDSCAPE ARCHITECT WOULD LIKE VERTICALLY MULCHED, TRIMMED OR REPAIRED AS RESULT OF CONSTRUCTION IMPACT AT END OF PROJECT. ALL WORK TO BE DONE BY A CERTIFIED ARBORIST TO BE APPROVED BY LANDSCAPE ARCHITECT.
- B. WATER TREES AND VEGETATION TO REMAIN WITH ONE INCH OF RAIN (RAIN GAUGE OR NOAA LOCAL WEATHER VERIFIED) PER WEEK FOR DURATION OF CONSTRUCTION PROJECT.
- C. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO PLANTS TO REMAIN. COST FOR TREE REPLACEMENT SHALL BE DETERMINED IN ACCORDANCE WITH THE "GUIDE FOR PLANT APPRAISAL" BY THE COUNCIL OF TREE AND LANDSCAPE APPRAISERS (INTERNATIONAL SOCIETY OF AGRICULTURE, PUBLICATION #P1209).

- B. TEMPORARY CONSTRUCTION ACCESS: PROJECT SITE ACCESS AND EQUIPMENT ACCESS ROUTES WITHIN THE PROJECT SITE MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK. ANY TEMPORARY GRAVEL WAYS OR ACCESS ROADS MUST INCLUDE A GEOTEXTILE LINER TO ENSURE FULL REMOVAL OF GRAVEL/STONE FROM PROJECT SITE AT PROJECT COMPLETION.

1.5 STRIPPING AND STORAGE OF EXISTING TOPSOIL

- A. STRIP TOPSOIL TO FULL DEPTH AT AREAS IMPACTED & AT ALL AREAS TO BE RE-GRADED OR RESURFACED.
- B. STOP TOPSOIL STRIPPING OUTSIDE DRIP LINE OF TREES TO REMAIN / DO NOT STRIP AS TO IMPACT ROOT LINE OF TREES TO REMAIN.
- C. DISPOSE OF ROOTS, STONE AND OTHER DEBRIS: STORE TOPSOIL IN PILES WITHIN THE WORK LIMITS.
- OBTAIN APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO ESTABLISHING TOPSOIL STORAGE AREAS.
 - GRADE AND SLOPE STOCKPILES FOR PROPER DRAINAGE AND TO PREVENT EROSION.
 - THE REUSE OF STOCKPILED TOPSOIL WITHIN THE PROJECT SITE MUST BE APPROVED FOR PLACEMENT BY THE LANDSCAPE ARCHITECT.

PART 2 - PRODUCTS AND MATERIALS

2.1 TOPSOIL

- A. ALL TOPSOIL SHALL BE SHREDDED, CLEAN, AND OF UNIFORM QUALITY FREE FROM HARD CLODS, STIFF CLAY, PARTIALLY DISINTEGRATED STONE, LIME, CEMENT, SLAG, OR OTHER UNDESIRABLE MATERIAL. TOPSOIL SHALL CONFORM TO THE FOLLOWING:
- ORGANIC CONTENT: TOPSOIL SHALL CONTAIN BETWEEN 3% AND 10% ORGANIC MATTER AS DETERMINED BY LOSS OF IGNITION.
 - PH: TOPSOIL PH SHALL RANGE BETWEEN 6.0 AND 7.5.
 - SOIL TEXTURE: TOPSOIL SHALL CONSIST OF THE FOLLOWING PERCENTAGES OF SAND, SILT, AND CLAY PASSING THROUGH A 200MM (#10) SIEVE:
 - SAND: 30% TO 75%.
 - SILT: 15% TO 70%.
 - CLAY: 10% TO 30%.
- B. TOPSOIL MUST BE APPROVED BY GROUNDS MANGER PRIOR TO PLACEMENT. TOPSOIL TEST RESULTS SHALL SHOW RECOMMENDATION FOR SOIL ADDITIVES OR FERTILIZERS TO CORRECT NUTRIENT DEFICIENCIES AS NECESSARY. ALL SOIL AMENDMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO USE.

2.2 GRASS SEED

- A. GRASS SEED SHALL BE A TURF-TYPE TALL FESCUE BLEND SUCH AS TROPHY XRE TURF-TYPE TALL FESCUE BLEND OR APPROVED EQUAL BLEND WITH FRESH, CLEAN, NEW CROP SEED MIXTURES.
- B. SEED MIXTURE SHALL BE POA-FREE MEETING OREGON STATE STANDARDS FOR NOXIOUS WEED EXAMS.
- C. SEED MIXTURE FOR RECREATION FIELDS SHALL BE AS DIRECTED BY THE LANDSCAPE ARCHITECT.

2.3 SOD

- A. LANDSCAPE ARCHITECT APPROVED NURSERY GROWN TURF-TYPE TALL FESCUE BLEND SUITABLE FOR JOB SPECIFIC EXPOSURE, WEARABILITY, AND DISEASE RESISTANCE CONFORMING TO THE FOLLOWING PERCENTAGES OF GRASS TYPE:
- 100% - TURF TYPE TALL FESCUE
- B. PROVIDE WELL-ROOTED, HEALTHY SOD, FREE OF DISEASES, NEMATODES, AND SOIL BORNE INSECTS. PROVIDE SOD IN UNIFORM COLOR, LEAF, TEXTURE, DENSITY, AND FREE OF WEEDS, UNDESIRABLE GRASSES, CAPABLE OF GROWTH AND DEVELOPMENT WHEN PLANTED. SOD IS CONSIDERED FREE OF WEEDS IF LESS THAN 5 WEEDS ARE FOUND PER 100 SQ. FT.
- C. FURNISH SOD MACHINE STRIPPED AND OF SUPPLIER'S STANDARD WIDTH AND LENGTH; UNIFORMLY 1" TO 1-1/2" THICK WITH CLEAN CUT EDGES. SOD SHALL BE RELATIVELY FREE OF THATCH, UP TO 1/4" PERMISSIBLE. SOD SHALL BE MOWED UNIFORMLY BEFORE HARVESTING
- D. DELIVERY, STORAGE, AND HANDLING: SOD SHALL BE HARVESTED, DELIVERED, AND TRANSPORTED WITHIN A PERIOD OF TWENTY-FOUR (24) HOURS.
- DO NOT HARVEST OR TRANSPORT SOD WHEN MOISTURE CONTENT MAY ADVERSELY AFFECT SOD SURVIVAL.
 - PROTECT SOD FROM SUN, WIND, AND DEHYDRATION PRIOR TO INSTALLATION.
 - DO NOT TEAR, STRETCH, OR DROP SOD DURING HANDLING AND INSTALLATION.

2.4 FERTILIZER

ORDINANCE NO. 2025-01

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND NVR, INC. FOR APPROXIMATELY 21 ACRES LOCATED AT RODEN PARK DRIVE AND CROSSINGS BOULEVARD AND FURTHER DESCRIBED HEREIN.

WHEREAS, NVR, Inc. has applied for an amendment to the Planned Unit Development to the Planning Commission; and

WHEREAS, the Planning Commission held a public hearing on said Application and thereafter recommended that Council approved and referred the Application to City Council for its consideration.

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

SECTION 1: The Planned Unit Development Agreement containing approximately 21 acres and located at Roden Park Drive and Crossings Boulevard is hereby amended as set forth on Exhibit “A” attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading: _____

TOWNES AT MONROE CROSSINGS
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 2024, by and between NVR, Inc. and **THE CITY OF MONROE, OHIO**, an Ohio Municipal Corporation (the “City”).

1. **Recitals.** This Agreement shall be considered an Amendment to the Planned Unit Development Agreement by and between Park Place Development LLC and the City of Monroe and recorded in the Butler County Recorder’s office being Book 9952, Page1698. NVR, Inc., acting as agent for the property owners, proposed to develop - 84 owner occupied single-family attached units located on approximately 20.91 acres of the original area. NVR, Inc. has further agreed to develop the Project according to the guidelines set forth in Monroe Zoning Ordinance Chapter 1202.07 “Planned Unit Developments (PUD).”

NVR, Inc. 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 substantive 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 Master Development Plan (MDP) 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 Townes at Monroe Crossings GR PUD Overlay Area.**

A. Land Use and Infrastructure Improvements

- a. NVR, Inc. shall construct all public and private infrastructure improvements as indicated on the approved Master Development Plan and incorporate any modification, additions and conditions set forth in the construction drawing approval.
- b. Access to Townes at Monroe Crossings will be provided on both Crossings Boulevard and Roden Park Drive.

- c. All streets will be public and maintained by the City.
- d. All streets will be two-way, 28 feet in width back of curb to back of curb and be constructed of asphalt with curb and gutter according to City specifications.
- e. A five-foot wide sidewalk shall be constructed along both sides of each internal street (all streets excepting Roden Park Drive and Crossings Boulevard).
- f. “No Parking” signage shall be installed on Roden Park Drive and Crossing Boulevard in the tree lawn(s) fronting the Townes at Monroe Crossings development.
- g. The maximum number of dwelling units constructed within the Project shall not exceed 84 units.
- h. The maximum density of units shall not exceed 4.017 units per acre.
- i. NVR, Inc. agrees to construct required buffer yard improvements meeting minimum Code requirements as determined by City Council along all property lines abutting single-family uses, to include the property line abutting single-family homes on Koehler Drive, the property line abutting single-family homes on Bayberry Lane, and property line against Crossings Boulevard.
- j. Street trees on Roden Park Drive and Coldwater Drive shall be located and installed every 40 feet on center in the tree lawn in accordance with Monroe Planning and Zoning Code Chapter 1204.19(E) Street Trees.

B. Open Space and Recreation Amenities Provisions

- a. A total of 50% minimum of open space shall be provided, with 5% minimum to be developed as formal open space in accordance with Monroe Planning and Zoning Code Chapter 1204. The formal open space shall consist of walking trails, a pavilion, seating areas, play fields, and a dog park.
- b. All open space and shared use 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 shared use paths or trails shall be borne by a 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 Master Development Plan (MDP) shall be owned and maintained by a HOA.

C. Sidewalk Provisions

- a. All private and public roadways part of the Project area shall conform to the sidewalk specifications of the City unless specifically included herein:
 - i. The shared use path located on the northeast side of Roden Park Drive shall be a minimum 10-foot-wide asphalt or concrete shared use path and extend the full frontage of Roden Park Drive to the intersection at Cold Water Drive.
 - ii. The applicant will construct a crosswalk from the 10-foot-wide shared use path along the northeast side Roden Park Drive to the sidewalk on the south side of Roden Park Drive.

D. Conformance to GR Zoning Regulations

- a. The Parties agree that the Project is located in a General Residential PUD and that the Project is generally subject to all zoning requirements in General Residential Conservation districts, except that:
 - i. The minimum lot width for the proposed townhomes shall be 24 feet.
 - ii. All dwelling units shall consist of a minimum of 1,200 square feet of livable floor area, with a minimum of one bedroom and two bathrooms, and a maximum of three bedroom and two bathrooms.
 - iii. All dwelling units shall have attached two car garages.
 - iv. The entire first and second floor of the front, side and rear exterior walls shall be constructed of brick, stone, cultured stone, stucco, fiber cement siding, and dryvit materials (as a complimentary or trim material).
 - v. Front facades shall incorporate variation in mass through one or more of the following methods every 24 to 28 feet of façade frontage:
 - 1. Wall offsets in the form of projections and/or recesses in the façade plane; Wall offsets shall have a minimum depth of two feet;
 - 2. Façade color changes;
 - 3. Use of pilasters, columns, or other detailing to articulate the facades; or
 - 4. Roofline changes when coupled with correspondingly aligned façade material changes.
 - vi. In addition to wall offsets, front facades and side facades on buildings located on the corners of streets shall provide a minimum of three of the following design features for each residential unit fronting onto the street:
 - 1. One or more dormer windows;
 - 2. A recessed entrance;
 - 3. A covered porch;
 - 4. Pillars, posts, or pilasters;
 - 5. Eaves with a minimum of six inch projection from the façade plane;
 - 6. A parapet wall with an articulated design, which entails design variation rather than a simple rectilinear form; or
 - 7. Multiple windows with a minimum of four inch wide trim.
 - 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 will be constructed with a minimum 4/12 pitched roof design.
 - ix. All structures shall have asphalt roof shingles.

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 and associated 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 PUD MDP for Townes at Monroe Crossings 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 Director with strict conformance to the applicable sign code regulations.

5. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto 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 plan shall be controlled by the Monroe Planning and Zoning Code . Failure to comply with the PUD or MDP or subsequently approved development plans (i.e. subdivision plats, site plans) shall initiate the enforcement actions set forth in Monroe Planning and Zoning Code Chapter 1208.10 “Penalties and Remedies” in addition to any other non-performance penalty provided for in this Agreement.

It is further agreed that NVR, Inc. 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, their successors, and assigns 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.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

Signed in the presence of:

THE CITY OF MONROE, OHIO

Larry Lester, City Manager

NVR, Inc.

By: _____

Title: _____

STATE OF OHIO)
)SS:
COUNTY OF BUTLER)

SWORN to and SUBSCRIBED in my presence by the said Larry Lester, City Manager of the City of Monroe on this _____ day of _____, 2025.

STATE OF OHIO)
):
COUNTY OF _____)

SWORN to and SUBSCRIBED in my presence by the said
_____, _____ of NVR, Inc.
on this _____ day of _____, 2025.

Notary Public

THIS INSTRUMENT PREPARED BY: City of Monroe, 233 South Main Street, Monroe,
Ohio 45050. 513-539-7374.

RESOLUTION NO. 10-2025

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$4,925.38 TO THE BUTLER COUNTY SHERIFF'S OFFICE FOR DECEMBER 2024 FIRE DISPATCH FEES.

WHEREAS, the original purchase order funds were depleted prior to the invoice being received.

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 \$4,925.38 to the Butler County Sheriff's office for December 2024 fire dispatch fees.

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. 11-2025

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$8,513.45 TO THE BUTLER COUNTY EMERGENCY MANAGEMENT AGENCY FOR THE ANNUAL DUES.

WHEREAS, the invoice was received prior to a purchase order being opened.

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 \$8,513.45 to the Butler County Emergency Management Agenda for the annual dues.

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

CLEANING COST COMPARISON 2020 CONTRACT VS 2025 CONTRACT

January thru December (not including summer cleaning of Community & Crossings Parks)

November 16, 2020 Contract	Monthly Cost	Times Per Week	January 8, 2025 Contract	Monthly Cost	Times Per Week	Difference
City Building	\$1,085.00	2	City Building	\$1,300.00	2	\$215.00
Library/Community Room	\$350.00	2	Library/Community Room	\$800.00	4	\$450.00
Public Works Buildings	\$635.00	1x 980 Holman, 2 x 1000 Holman	Public Works Buildings	\$635.00	1 x 980 Holman, 2 x 1000 Holman	\$0.00
Police Department	\$1,681.00	3	Police Department	\$1,681.00	3	\$0.00
Bicentennial	\$400.00	Added Later Not on 2020 Contract	Bicentennial	\$780.00	5	\$380.00
	\$4,151.00			\$5,196.00		\$1,045.00

Additional Cost April 1 thru October 31 (summer cleaning of Community & Crossings Parks)

November 16, 2020 Contract	Monthly Cost	Times Per Week	January 8, 2025 Contract	Monthly Cost	Times Per Week	Difference
Community & Crossings Parks	\$829.00	5	Community & Crossings Parks	\$1,131.00	5	\$302.00
	\$829.00			\$1,131.00		\$302.00

YEARLY CLEANING COST

January 8, 2025 Contract	Monthly Cost	Months	Yearly Total
January thru December	\$5,196.00	12	\$62,352.00
Additional Parks Cleanings	\$1,131.00	7	\$7,917.00
	\$6,327.00		\$70,269.00

RESOLUTION NO. 12-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND VANGUARD CLEANING SYSTEMS OF OHIO.

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

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Vanguard Cleaning Systems of Ohio pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



January 8, 2025

Gary Morton
City of Monroe
601 S Main Street
Monroe, OH 45050

Dear Gary,

Thank you for the opportunity to present the Vanguard Cleaning Systems of Ohio proposal for the commercial cleaning of the City of Monroe. Per our discussion, this proposal includes pricing and service schedule for each building.

Please let me know if you have any questions for me as I would be happy to clarify any details within this proposal. Thank you again for your continued business.

Best Regards,

Dave Yates

Owner
Vanguard Cleaning Systems of Ohio
7370 Kingsgate Way, Suite H
West Chester, OH 45069
Office: (513) 834-8252
Email: dyates@vanguardcleaning.com



LIST OF BUILDINGS

BUILDINGS TO BE SERVICED

- ✓ City Building (233 S Main Street)
- ✓ Library/Community Room (6 East Avenue)
- ✓ Public Works Buildings A & B (Holman Drive)
- ✓ Monroe Community Park (412 Old Street) & Monroe Crossings Park (Crossings Blvd)
- ✓ Police Department (601 S Main Street)

YOUR SERVICE SCHEDULE

City of Monroe – City Building
223 S Main Street
Monroe, OH 45050

CLEANING FREQUENCY = 2 X WEEK

AREAS TO BE SERVICED

- ✓ Entrance Areas/Lobbies/Reception
- ✓ Hallways/Common Areas
- ✓ Administrative Areas/Conference Rooms
- ✓ Break Areas
- ✓ Restrooms
- ✓ Stairwells/Landings/Elevators

AREAS NOT SERVICED

- ✓ Network/Server Room
- ✓ Electrical/Mechanical Rooms
- ✓ Other Locked Areas (*Unless Key Access Is Provided*)

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Entrance Areas/Lobbies/Reception			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	X		
Clean all moving glass to remove fingerprints and smudges	Spot	Detailed	
Power vacuum roll walk off mats and rugs	X		
Disinfect door handles, partition handles, light switches	X		
Power vacuum carpeted floor areas to remove dirt and debris	Traffic Area	Detailed	
Power vacuum resilient floor areas to remove dirt and debris	Traffic Area	Detailed	
Wet mop resilient floor areas to remove spills and stains	Traffic Area	Detailed	
Dust display items, furniture, credenzas, tables and picture frames		X	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			X
Remove cobwebs			X
Clean baseboards, edges and corners			X
Hallways/Common Areas			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	X		
Power vacuum roll walk off mats and rugs	X		
Clean and polish drinking fountains	X		
Power vacuum carpeted floor areas to remove dirt and debris	Traffic Area	Detailed	
Power vacuum resilient floor areas to remove dirt and debris	Traffic Area	Detailed	
Wet mop resilient floor areas to remove spills and stains	Traffic Area	Detailed	
Dust display items, furniture, credenzas, tables and picture frames		X	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			X
Remove cobwebs			X
Clean baseboards, edges and corners			X

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Administrative Areas/Conference Rooms			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Clean and wipe down conference table and arrange chairs around conference table	x		
Power vacuum carpeted floor areas to remove dirt and debris <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Power vacuum resilient floor areas to remove dirt and debris <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Damp mop resilient floor areas to remove spills and stains <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
Break Areas			
Empty trash containers, replacing trash liners, and remove garbage and recycling to the designated area (including outside break area)	x		
Power vacuum resilient floor areas to remove dirt and debris	x		
Wet mop resilient floor areas to remove spills and stains	x		
Damp wipe table tops, other horizontal surfaces	x		
Damp wipe exterior and interior of microwave ovens	x		
Wipe exterior of refrigerator and other appliances	x		
Clean sinks, countertops and brightwork	x		
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Restrooms			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Power vacuum resilient floor areas and wet mop with germicidal disinfectant	x		
Clean and sanitize restroom fixtures including toilet bowls, toilet seats, urinals, basin sink and sinks – inside and out, both sides of toilet seats, and all exposed plumbing	x		
Restock toilet paper, paper towels, hand soap, and other supplies	x		
Empty sanitary napkin receptacle and spray with disinfectant	x		
Clean mirrors, brightwork and dispensers	x		
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
Stairwells/Landings/Elevators			
Wipe down handrails	x		
Clean stainless steel doors/walls	Traffic	Detailed	
Power vacuum/mop stairwells and elevators floors to remove dirt and debris	Traffic	Detailed	
General Procedures			
Check and review communications log book and complete requested items	x		
Report any maintenance or security issues immediately to customer in log book	x		
Ensure custodial closet is keep neat and orderly	x		
Turn off all designated lights	x		
Ensure all doors and security systems are properly set, as instructed by client	x		

YOUR SERVICE SCHEDULE

City of Monroe – Library & Community Room

6 East Avenue
Monroe, OH 45050

CLEANING FREQUENCY = 2 X WEEK

AREAS TO BE SERVICED

- ✓ Entrance Areas/Lobby
- ✓ Common Areas
- ✓ Community Rooms
- ✓ Restrooms

AREAS NOT SERVICED

- ✓ Network/Server Room
- ✓ Electrical/Mechanical Rooms
- ✓ Other Locked Areas (*Unless Key Access Is Provided*)

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Entrance Areas/Lobby			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Clean all moving glass to remove fingerprints and smudges	Spot	Detailed	
Power vacuum roll walk off mats and rugs	x		
Disinfect door handles, partition handles, light switches	x		
Power vacuum carpeted floor areas to remove dirt and debris	Traffic Area	Detailed	
Power vacuum resilient floor areas to remove dirt and debris	Traffic Area	Detailed	
Wet mop resilient floor areas to remove spills and stains	Traffic Area	Detailed	
Dust display items, furniture, credenzas, tables and picture frames		x	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
Common Areas			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Power vacuum roll walk off mats and rugs	x		
Clean and polish drinking fountains	x		
Power vacuum carpeted floor areas to remove dirt and debris	Traffic Area	Detailed	
Power vacuum resilient floor areas to remove dirt and debris	Traffic Area	Detailed	
Wet mop resilient floor areas to remove spills and stains	Traffic Area	Detailed	
Dust display items, furniture, credenzas, tables and picture frames		x	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Community Rooms			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Clean and wipe down conference table and arrange chairs around conference table	x		
Power vacuum carpeted floor areas to remove dirt and debris <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Power vacuum resilient floor areas to remove dirt and debris <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Damp mop resilient floor areas to remove spills and stains <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
Restrooms			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Power vacuum resilient floor areas and wet mop with germicidal disinfectant	x		
Clean and sanitize restroom fixtures including toilet bowls, toilet seats, urinals, basin sink and sinks – inside and out, both sides of toilet seats, and all exposed plumbing	x		
Restock toilet paper, paper towels, hand soap, and other supplies	x		
Empty sanitary napkin receptacle and spray with disinfectant	x		
Clean mirrors, brightwork and dispensers	x		
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
General Procedures			
Check and review communications log book and complete requested items	x		
Report any maintenance or security issues immediately to customer in log book	x		
Ensure custodial closet is keep neat and orderly	x		
Turn off all designated lights	x		
Ensure all doors and security systems are properly set, as instructed by client	x		

YOUR SERVICE SCHEDULE

City of Monroe – Public Works Buildings A&B

Holman Avenue
Monroe, OH 45050

CLEANING FREQUENCY = 2 X WEEK BUILDING A, 1 X WEEK BUILDING B

AREAS TO BE SERVICED

- ✓ Entrance Area/Lobby/Reception
- ✓ Hallways/Common Areas
- ✓ Administrative Areas/Conference Rooms
- ✓ Break Area
- ✓ Restrooms

AREAS NOT SERVICED

- ✓ Network/Server Room
- ✓ Electrical/Mechanical Rooms
- ✓ Other Locked Areas (*Unless Key Access Is Provided*)

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Entrance Areas/Lobby/Reception			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	X		
Clean all moving glass to remove fingerprints and smudges	Spot	Detailed	
Power vacuum roll walk off mats and rugs	X		
Disinfect door handles, partition handles, light switches	X		
Power vacuum carpeted floor areas to remove dirt and debris	Traffic Area	Detailed	
Power vacuum resilient floor areas to remove dirt and debris	Traffic Area	Detailed	
Wet mop resilient floor areas to remove spills and stains	Traffic Area	Detailed	
Dust display items, furniture, credenzas, tables and picture frames		X	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			X
Remove cobwebs			X
Clean baseboards, edges and corners			X
Hallways/Common Areas			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	X		
Power vacuum roll walk off mats and rugs	X		
Clean and polish drinking fountains	X		
Power vacuum carpeted floor areas to remove dirt and debris	Traffic Area	Detailed	
Power vacuum resilient floor areas to remove dirt and debris	Traffic Area	Detailed	
Wet mop resilient floor areas to remove spills and stains	Traffic Area	Detailed	
Dust display items, furniture, credenzas, tables and picture frames		X	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			X
Remove cobwebs			X
Clean baseboards, edges and corners			X

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Administrative Areas/Conference Rooms			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Clean and wipe down conference table and arrange chairs around conference table	x		
Power vacuum carpeted floor areas to remove dirt and debris <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Power vacuum resilient floor areas to remove dirt and debris <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Damp mop resilient floor areas to remove spills and stains <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
Break Area			
Empty trash containers, replacing trash liners, and remove garbage and recycling to the designated area (including outside break area)	x		
Power vacuum resilient floor areas to remove dirt and debris	x		
Wet mop resilient floor areas to remove spills and stains	x		
Damp wipe table tops, other horizontal surfaces	x		
Damp wipe exterior and interior of microwave ovens	x		
Wipe exterior of refrigerator and other appliances	x		
Clean sinks, countertops and brightwork	x		
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Restrooms			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Power vacuum resilient floor areas and wet mop with germicidal disinfectant	x		
Clean and sanitize restroom fixtures including toilet bowls, toilet seats, urinals, basin sink and sinks – inside and out, both sides of toilet seats, and all exposed plumbing	x		
Restock toilet paper, paper towels, hand soap, and other supplies	x		
Empty sanitary napkin receptacle and spray with disinfectant	x		
Clean mirrors, brightwork and dispensers	x		
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
General Procedures			
Check and review communications log book and complete requested items	x		
Report any maintenance or security issues immediately to customer in log book	x		
Ensure custodial closet is keep neat and orderly	x		
Turn off all designated lights	x		
Ensure all doors and security systems are properly set, as instructed by client	x		

YOUR SERVICE SCHEDULE

City of Monroe – Community Parks
412 Old Street **Crossings Blvd**
Monroe, OH 45050 **Monroe, OH 45050**

CLEANING FREQUENCY = 5 X WEEK DURING WARM WEATHER

AREAS TO BE SERVICED

✓ Restrooms

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Restrooms			
Empty trash containers; replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Power vacuum resilient floor areas and wet mop with germicidal disinfectant	x		
Clean and sanitize restroom fixtures including toilet bowls, toilet seats, urinals, basin sink and sinks – inside and out, both sides of toilet seats, and all exposed plumbing	x		
Restock toilet paper, paper towels, hand soap, and other supplies	x		
Empty sanitary napkin receptacle and spray with disinfectant	x		
Clean mirrors, brightwork and dispensers	x		
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x

YOUR SERVICE SCHEDULE

City of Monroe – Police Headquarters
601 S Main Street
Monroe, OH 45050

AREAS TO BE SERVICED

- ✓ Entrance Areas/Lobby
- ✓ Hallways/Common Areas
- ✓ Administrative Areas/Conference Rooms/Training Rooms/Interview Rooms
- ✓ Kitchen/Break Areas
- ✓ Restrooms/Locker Rooms
- ✓ Fitness Area/Treatment Room

AREAS NOT SERVICED

- ✓ Network/Server Room
- ✓ Electrical/Mechanical Rooms
- ✓ Other Locked Areas (*Unless Key Access Is Provided*)

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Entrance Areas/Lobby			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Clean all moving glass to remove fingerprints and smudges	Spot	Detailed	
Power vacuum roll walk off mats and rugs	x		
Disinfect door handles, partition handles, light switches	x		
Power vacuum carpeted floor areas to remove dirt and debris	Traffic Area	Detailed	
Power vacuum resilient floor areas to remove dirt and debris	Traffic Area	Detailed	
Wet mop resilient floor areas to remove spills and stains	Traffic Area	Detailed	
Dust display items, furniture, credenzas, tables and picture frames		x	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
Hallways/Common Areas			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Power vacuum roll walk off mats and rugs	x		
Clean and polish drinking fountains	x		
Power vacuum carpeted floor areas to remove dirt and debris	Traffic Area	Detailed	
Power vacuum resilient floor areas to remove dirt and debris	Traffic Area	Detailed	
Wet mop resilient floor areas to remove spills and stains	Traffic Area	Detailed	
Dust display items, furniture, credenzas, tables and picture frames		x	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Administrative Areas/Conference Rooms/Training Rooms/Interview Rooms			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Clean and wipe down conference table and conference chairs, and arrange chairs around conference table	x		
Power vacuum carpeted floor areas to remove dirt and debris <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Power vacuum resilient floor areas to remove dirt and debris <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Damp mop resilient floor areas to remove spills and stains <i>(Return chairs, furniture, and waste containers to proper positions)</i>	Traffic	Detailed	
Dust and/or wipe down furniture, desks, picture frames, computer screens, credenzas, office equipment <i>(Papers/ folders will not be moved)</i>		x	
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
Kitchen/Break Areas			
Empty trash containers, replacing trash liners, and remove garbage and recycling to the designated area (including outside break area)	x		
Power vacuum resilient floor areas to remove dirt and debris	x		
Wet mop resilient floor areas to remove spills and stains	x		
Damp wipe table tops, other horizontal surfaces	x		
Damp wipe exterior and interior of microwave ovens	x		
Wipe exterior of refrigerator and other appliances <i>(We offer interior fridge service for an additional charge if desired)</i>	x		
Clean sinks, countertops and horizontal ledges and surfaces	x		
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x

VANGUARD CLEANING SYSTEMS SERVICE SCHEDULE

	Each Visit	Weekly	Monthly
Restrooms/Locker Rooms			
Empty trash containers, replacing trash liners if soiled, and remove garbage and recycling to the designated area	x		
Power vacuum resilient floor areas and wet mop with germicidal disinfectant	x		
Clean and sanitize restroom fixtures including toilet bowls, toilet seats, urinals, basin sink and sinks – inside and out, both sides of toilet seats, and all exposed plumbing	x		
Restock toilet paper, paper towels, hand soap, and other supplies	x		
Empty sanitary napkin receptacle and spray with disinfectant	x		
Clean mirrors, brightwork and dispensers	x		
Clean showers with germicidal disinfectant	x		
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
Fitness Area/Treatment Room			
Empty trash containers, replacing trash liners, and remove garbage and recycling to the designated area	x		
Power vacuum resilient floor areas to remove dirt and debris	x		
Wet mop resilient floor areas to remove spills and stains	x		
Dust high reach areas including shelves, ledges, vents, and HVAC grills			x
Remove cobwebs			x
Clean baseboards, edges and corners			x
General Procedures			
Check and review communications log book and complete requested items	x		
Report any maintenance or security issues immediately to customer in log book	x		
Ensure custodial closet is keep neat and orderly	x		
Turn off all designated lights	x		
Ensure all doors and security systems are properly set, as instructed by client	x		

PRICING AND SPECIFICATIONS

CUSTOMER

City of Monroe – City Building
223 S Main Street
Monroe, OH 45050

- AS OF 11.11.21- INCLUDES NEWLY REMODELED AREAS- KITCHEN, DEVELOPMENT AREA, ETC.

PRICE **\$1,300.00 PER MONTH**

FREQUENCY **2 X WEEK**

CLEANING DAYS **TUES/THUR**

AS OF

City of Monroe – Library/Community Room
6 East Avenue
Monroe, OH 45050

AS OF 11.11.21 ADDITIONAL WEEKEND MORNINGS- COMMUNITY ROOM, ENTRY AND RESTROOMS ON SATURDAY AND SUNDAY

PRICE **\$800.00 PER MONTH**

FREQUENCY **NOW: 4 X WEEK**

CLEANING DAYS **TUES/THUR**

CUSTOMER

City of Monroe – Public Works Buildings A&B
Holman Avenue
Monroe, OH 45050

DETAILS

PRICE **\$635.00 PER MONTH**

FREQUENCY **1 X WEEK/2 X WEEK**

CLEANING DAYS **TUES/THUR**

CUSTOMER

City of Monroe – Community Parks
Monroe, OH 45050

DETAILS

PRICE **\$780/ MONTH BICENTENNIAL COMMONS
\$1,911/ MONTH ADDITIONAL WHEN ALL PARK RESTROOMS ADDED**

FREQUENCY **5 X WEEK**

CLEANING DAYS **MON-FRI**

City of Monroe – Police Department
601 S Main Street
Monroe, OH 45050

DETAILS	
PRICE	\$1,681.00 PER MONTH
FREQUENCY	3 X WEEK
CLEANING DAYS	TUES/THUR/SAT

VANGUARD CLEANING SYSTEMS CLEANING SERVICE AGREEMENT

The undersigned Client hereby accepts Yates Cleaning Inc.'s (d/b/a **VANGUARD CLEANING SYSTEMS OF OHIO**) offer to arrange janitorial services for Client's selected Service Areas consistent with Vanguard Brand Standards, as described on the preceding pages of this proposal ("Account Requirements") at the following location:

City of Monroe
223 S Main Street
Monroe, OH 45050

With the following terms:

1. Beginning _____, 20__ Vanguard Cleaning Systems of Columbus ("Company") will arrange for delivery of the professional commercial cleaning services meeting Client's Account Requirements at a monthly cost of **\$5,196.00** (the "Contract Price") based on current occupancy. * **Additional \$1,911.00/ Month for Park Restroom Coverage – as directed**
2. Client accepts that performance of the services necessary to meet Account Requirements will be delegated by Company to an independently owned and operated Vanguard Cleaning Systems franchised business or subcontractor, which will provide the necessary equipment, crew and cleaning supplies at its expense.
3. The term of this Agreement is for one (1) year from the date of the in Part 1, then month to month afterwards. The price is subject to adjustment based upon substantial changes in occupancy or cleaning requirements. In the event of non-performance by Vanguard, Client shall first give verbal notification to Vanguard so that Vanguard may attempt to correct the problem. Any modification to this Agreement must be in writing and signed by Client and Company. In addition, Client can purchase paper products (ie. toiletries, trash liners, etc.) through Company.
4. Client will be invoiced at the beginning of each month for that month's service, with payment due NET 20 from the date of the invoice. Company can suspend services pending receipt of late payments without liability. The Contract Price excludes any use tax; tax on sales, services or supplies; or any other such tax, which are payable by Client. Client will reimburse Company for any taxes paid by Company on Client's behalf.
5. Services are not provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless separate arrangements are made for an additional charge. The contract price is not pro-rated or reduced for non-performance of scheduled services on the noted holidays.
6. A service charge of 5% of the monthly rate will be included for all accounts that use a credit card for payment.
7. Client will deliver to Company with a signed copy of this Agreement one set of keys for the Service Provider, which will be returned to Client if this Agreement is cancelled. Client understands that Service Provider cannot make an agreement on Company's behalf.
8. In the event either party shall prevail in any legal action brought be either Party to enforce the terms hereof, the prevailing party shall be entitled to all costs incurred, including all Attorney fees.

ACCEPTED:

City of Monroe

Title

Date Signed

Vanguard Cleaning Systems of Ohio

Title

Date Signed



CERTIFICATE OF LIABILITY INSURANCE

VANGUARD-01

NCHUNG

DATE (MM/DD/YYYY)
4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 9757776 HUB International Insurance Services Inc. PO Box 4847 Concord, CA 94524-4847	CONTACT Allison Scher PHONE (AC, No. Ext): (415) 278-2801 FAX (AC, No. Ext): (951) 231-2572 EMAIL cal.cpu@hubinternational.com
INSURED Yates Cleaning, Inc. DBA: Vanguard Cleaning Systems of Ohio & Its Unit Franchisees 7378 Kingsgate Way, Suite 2H West Chester, OH 43081	INSURANCE(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company 10120 INSURER B: James River Insurance Company 12203 INSURER C: Federal Insurance Company 20281 INSURER D: National Union Fire Insurance Company of Pittsburgh, PA 19445 INSURER E: INSURER F:

COVERAGES			CERTIFICATE NUMBER		REVISION NUMBER	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INS. LTR.	TYPE OF INSURANCE	ADDL. SUBP. NO. & DTD.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		RM1GL00056-241	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000
	X PD Ded: \$2,000					EXCESS TO RETIRED PREMISES (Per occurrence) \$ 1,000,000
	X Per Occurrence					WLD S&P (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT AFTER 5 PERIL					PERSONAL & ADV. INJURY \$ 1,000,000
	POLICY PRO. 25% X LOC.					CENTRAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMPOUND AGG \$ 2,000,000
B	X AUTOMOBILE LIABILITY		CA43000360-09	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	ANY AUTO (OWNED)					RENTAL VEHICLE (Per person) \$
	AUTOS (LEASED)	SCHEDULED AUTO				RENTAL VEHICLE (Per person) \$
	X VEH. ACCIDENT	X NON-OWNED				RENTAL VEHICLE (Per person) \$
		AUTOS (LEASED)				PROPERTY DAMAGE (Per accident) \$
C	X UMBRELLA LIAB	X OCCUR	93C3-06-09	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED. NO DEDUCTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	FIN				PER STATUTE OR OTHER LAW \$
	ANY PERSONS OR PARTNERS OR EXECUTIVE OFFICERS OR DIRECTORS (Mandatory in WA)	FIN				E.I. EACH ACCIDENT \$
	Other description under SECTION OF OPERATIONS (none)					E.I. DISEASE - EA EMPLOYEE \$
						E.I. DISEASE - POLICY LIMIT \$
D	Crime		03-033-34-41	5/1/2024	5/1/2025	Empl/Theft/Forgery/Alt. \$ 1,000,000
D	Crime		03-033-34-41	5/1/2024	5/1/2025	Clients Prop \$ 1,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))
*Please Note: Workers Compensation and Owned Auto is controlled by the individual Vanguard office, not HUB International. Please contact your service representative for certificate requirements on these policies.

For Information Purpose Only.

CERTIFICATE HOLDER	CANCELLATION
"For Information Purpose Only"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2018/03)

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Contract Renewal Letter

Contract Period: February 1, 2025- January 31, 2026

Jason Holbrook
 City of Monroe
 233 South Main Street
 Monroe, OH 45050

December 18, 2024
 Ref. Contracts: See below

Jason,

Air Force One extends our sincerest appreciation for your continued patronage. We value the partnership and trust in Air Force One.

As the renewal period for your current agreement approaches, we would like to take this opportunity to present you with this years' updated pricing. We will continue to provide maintenance on your mechanical systems per the terms of the master contract at a consolidated rate of 15,744.00 year 1 and 2, \$16,050.00 year 3, payable in advance per the contract terms. For any additional service work, you will be provided service at our preferred customers' service rate, Monday through Friday, 7:30 A.M. to 4:00 P.M. Anytime outside normal business hours will be billed time and a half or double-time per current Company rates.

Air Force One Contract ID	Site Address	2025-2026	2026-2027	2027-2028
M14680	233 South Main St. – Municipal Building	\$7,694.00	\$7,694.00	\$7,847.00
M14681	3 South Main St. – Fire House 61	\$2,072.00	\$2,072.00	\$2,113.00
M14682	6262 Hamilton-Middletown Rd. – Fire House 62	\$2,087.00	\$2,087.00	\$2,128.00
M14683	1000 Holman Ave. – Public Works	\$1,575.00	\$1,575.00	\$1,600.00
M14684	6 East Ave. – Community Center	\$2,316.00	\$2,316.00	\$2,362.00

Combined Agreement Total:

\$15,744.00	\$15,744.00	\$16,050.00
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We sincerely appreciate your business and the trust and confidence you have in Air Force One. If there is anything else that we can do, please don't hesitate to call.

Megan Kneidl | Client Relations Representative

OFFICE: (513) 423-2391 **CELL:** (937) 716-4577

EMAIL: mkneidl@airforceone.com

4785 Emerald Way, Ste B Middletown, OH 45044

WEBSITE: www.airforceone.com

2025 Rate Schedules Preferred Clients only

Preferred Clients 2025

Labor Type

Technician	\$ 144.00
OT Technician	\$ 216.00
Engineer	\$ 211.00
Doubletime	\$ 288.00
Chiller/Boiler Tech	\$ 149.00
Chiller/Boiler Tech OT	\$ 224.00

Light Commercial Clients (formerly CA) 2025

Labor Type

Technician	\$ 137.00
OT Technician	\$ 121.00

Automation Clients 2025

Labor Type

Technician	\$ 182.00
OT Technician	\$ 273.00
Doubletime	\$ 363.00

Liebert Clients 2025

Labor Type

Technician	\$ 151.00
OT Technician	\$ 226.00
Engineer	\$ 233.00
Doubletime	\$ 303.00

Water Treatment Clients 2025

Labor Type

Technician	\$ 144.00
OT Technician	\$ 216.00
Doubletime	\$ 288.00

RESOLUTION NO. 13-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND AIR FORCE ONE.

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

SECTION 1: The City Manager is hereby authorized to enter into a service agreement by and between the City of Monroe and Air Force One pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



SERVICE AGREEMENT

HVAC PLANNED MAINTENANCE

January 13, 2025



MATT STONE
Air Force One
4785 Emerald Way
Middletown, OH 45044
Office: (513) 433-2696
Mobile: (859) 905-8894

SERVICE AGREEMENT

By and Between

Company

Air Force One
4785 Emerald Way
Middletown, OH 45044
(513) 433-2696
(Herein after referred to as "Company")

and

Client

City of Monroe
1000 Holman Ave

Monroe, OH 45050
Attn: Jason Holbrook
(Herein after referred to as "Client")

Air Force One will provide the enclosed service program at the following location(s):

Monroe Library Community Center	6 East Ave Monroe, OH 45050
Fire House 62	6262 Hamilton Middletown Road Monroe, OH 45044
Fire House 61	3 South Main Street Monroe, OH 45050
Monroe Public Works	1000 Holman Ave Monroe, OH 45050
Municipal Building	233 South Main Street Monroe, OH 45050

Performance Objectives - Summary

The enclosed program is designed to meet the performance objectives of City of Monroe. These objectives are measured and verified to provide accountability for the services provided.

- Maximize Operational Reliability
- Maximize System Performance
- Extend Equipment Life Cycle
- Reduce Operating & Capital Expenses
- Maximize Energy Savings
- Improve Comfort Conditions
- Improve Indoor Air Quality

Scope of Services - Summary

Air Force One has customized the enclosed based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience, Air Force One has customized the following services to meet your objectives:

- Operational Assessment & Analysis
- Planned Maintenance Services
- Management Support Services

1. Operational Assessment & Analysis

The Agreement includes all travel and job site labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

Visual Inspections

Air Force One shall provide a visual inspection of the system(s) and components included in the agreement. Typical inspections may include the following:

- fan assemblies
- belts & sheaves
- motor mounts & vibration pads
- electrical connections & contactors
- heating & cooling coils
- filter media & racks
- sight glass condition
- bearings
- spray nozzles & pans
- igniter & flame assembly
- heat exchanger
- compressor sections
- condensing sections
- heating sections
- humidifiers
- seals & packing
- condensate drains & pans
- flame composition
- crank case heaters

Physical Tests

Air Force One shall provide for a physical check and/or test the system(s) and components included in the agreement. Typical checks and/or tests may include the following:

- lubrication requirements
- oil sump, heaters & temperatures
- starter operations
- alignment on couplings
- motor operating conditions
- suction & discharge pressures as needed
- flow switch operations
- flue stack assembly
- damper operations
- motor voltage & amperage when applicable
- refrigerant charges when applicable
- oil & fluid levels
- pressure & temperatures
- refrigerant pump down

The Operational Assessment & Analysis activities are related to the equipment outlined on the Equipment Inventory list attached to this agreement unless otherwise documented by City of Monroe and Air Force One

SCOPE OF SERVICES (CONTINUED)

2. Planned Maintenance Services

The Agreement includes all travel and job site labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, cleaning supplies, tools and equipment necessary to perform the services. These services are essential to ensure the system(s) operational efficiency, performance, conditions and extended equipment life.

Planned Maintenance

Air Force One shall perform the planned maintenance on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacture's recommendations, as well as the operational considerations of the property and our own experience. Typical planned maintenance activities may include:

- Calibration mechanical stats and combustion analysis
- Adjustment refrigerant charges (billable), purge systems, dampers, valves, un-loaders, belts, gas pressure regulators, combustion air ratios, set points igniter & flame assemblies
- Alignment open drive couplings, belt sheaves, pullies and belt drives
- Vibration damper linkage, fan bearings, axial vane drive, pumps and motors
- Secure & Tighten motor terminals, mounting hardware, electrical connections, equipment panels and motor mounts
- Cleaning electrical contactors, condenser coils, condenser fan blades, pilot & burner orifices, igniters, tower basins, sumps & floats, nozzles & passages and equipment areas

The planned maintenance activities are designed to maximize your system(s) efficiency, durability, reliability and safety.

SCOPE OF SERVICES (CONTINUED)

Predictive Maintenance

Air Force One shall perform the predictive maintenance working in tandem with planned maintenance to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

Air Filter Services

Air Force One shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

Refrigerant Management Services

Air Force One shall provide for the refrigerant management requirements of the systems listed on the Equipment Inventory list. All documentation, tracking and certification of equipment and personnel shall comply with the applicable local, state and federal regulatory guidelines.

SCOPE OF SERVICES (CONTINUED)

3. Management Support Services

Air Force One will be responsible to administer, monitor and update all aspects of the services provided under this Agreement. Detailed Service and/or Maintenance Reports will be left with City of Monroe after every service visit.

Customer Service Coordinator

Air Force One will assign a service coordinator to oversee and execute the services described herein.

The service coordinator will be responsible for coordinating the resources necessary to implement and execute the program. The customer service coordinator will be available Monday through Friday during normal business hours to schedule and respond to all of your service activities, from work-flow documentation to dispatching and coordination.

Technical Support

Air Force One will assign a service manager with the technical experience and expertise to evaluate and implement the best solutions to meet the objectives of this program. The service manager will be your direct point of contact for the services described herein and will direct the personnel and resources required to ensure the effective and efficient delivery of the program.

Additionally, Air Force One will complete skill-level tasking to assign primary and secondary technician(s) with the qualifications and certifications required to perform the services described herein.

Client Relations Support

The Agreement includes client relations support to assist City of Monroe on their continuous experience with Air Force One.

Capital Planning & Budgeting

Air Force One management and technical personnel shall provide consultative support throughout the lifecycle of the City of Monroe mechanical systems and assist in the development of capital plans and budgets based on your operational and financial priorities.

This agreement describes the rights and obligations of Air Force One and City of Monroe and constitutes the entire agreement between the parties and shall not be altered except in writing. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Air Force One which is not expressed herein.

This proposal is the proprietary property of Air Force One and is provided for City of Monroe use only. Air Force One guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by City of Monroe and approval by an authorized representative of Air Force One as evidenced by their signatures.

In addition to the descriptions of the services provided, the following Agreement Attachments are included:

- Exhibit One: Equipment Inventory
- Exhibit Two: Air Filter Inventory
- Exhibit Three: Special Services and Provisions
- Exhibit Four: Agreement Terms and Conditions

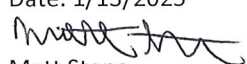
The initial term of this Agreement will commence on February 1, 2025 and shall continue through January 31, 2028. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

Year 1: The Planned Maintenance Agreement price is \$15,744.00 per year. This Agreement is payable \$3,936.00 per quarter in advance from February 1, 2025 through January 31, 2026.

Year 2: The Planned Maintenance Agreement price is \$15,744.00 per year. This Agreement is payable \$3,936.00 per quarter in advance from February 1, 2026 through January 31, 2027.

Year 3: The Planned Maintenance Agreement price is \$16,050.00 per year. This Agreement is payable \$4,012.50 per quarter in advance from February 1, 2027 through January 31, 2028.

Offered By:
Air Force One

Accepted By:
Name: Matt Stone
Title: Sales Director, SW Region
Date: 1/13/2025

Matt Stone

Signature

Accepted By:
City of Monroe

Accepted By:
Name: Jason Holbrook
Title: Public Works Superintendent
Date:

Signature

Equipment Inventory - City of Monroe

The responsibilities of the Company shall not be limited to the major components of the equipment listed, but shall include all appurtenant devices and systems that are related to the equipment (e.g. controls, sensors, compressors, pumps, fans, etc.)

Equipment Inventory - Monroe Library Community Center

Unit ID	Equipment Description ¹	Manufacturer	Model Number	Serial Number	Size
CU #001	Condensing Unit - Air Cooled	Trane	4TTB3060A3000BB	11013L7N2F	5 TON
CU #002	Condensing Unit - Air Cooled	Trane	4TTB3060A3000BB	11013L442F	5 TON
CU #003	Condensing Unit - Air Cooled	Trane	4TTB3018D1000AA	10361YJ23F	1.5 TON
CU #004	Condensing Unit - Air Cooled	Trane	4TTB3048A3000BB	10513UAT5F	4 TON
Furnace #001	Furnace A/C - Master	Trane	TUH1D100A9601AA		0.75 HP
Furnace #002	Furnace A/C - Master	Trane	TUH1D100A9601AA		0.75 HP
Furnace #003	Furnace A/C - Master	Trane	TUH1D100A9601AA		0.75 HP
Furnace #004	Furnace A/C - Master	Trane	TUH1D100A9601AA		0.75 HP
RTU #001	Packaged HVAC Unit - Master	Trane	YSC092E	110410147L	7.5 TON
RTU #002	Packaged HVAC Unit - Master	Trane	YSC092E3R	110410155L	7.5 TON

Equipment Inventory - Fire House 62

Unit ID	Equipment Description ¹	Manufacturer	Model Number	Serial Number	Size
CU #001	Condensing Unit - Air Cooled	Lennox	14ACX-059-230-04	1914K60094	5 TON
CU #002	Condensing Unit - Air Cooled	Lennox	14ACX-059-230-04	1914K60116	5 TON
CU #003	Condensing Unit - Air Cooled	Lennox	14ACX-059-230-04	1914K60105	5 TON
CU #004	Condensing Unit - Air Cooled	Lennox	14ACX-047-230-04	1914H07769	4 TON
Ductless #001	Ductless Split - Master				2 TON
Furnace #001	Furnace A/C - Master	Lennox	EL195UH135XE60D-04	5914J01566	0.75 HP
Furnace #002	Furnace A/C - Master	Lennox	EL195UH135XE60D-04	5914J01564	0.75 HP
Furnace #003	Furnace A/C - Master	Lennox	EL195UH135XE60D-04	5914J01563	0.75 HP
Furnace #004	Furnace A/C - Master	Lennox			0.33 HP
Infrared Heater #001	Infrared Heater				1
Infrared Heater #002	Infrared Heater				1

Equipment Inventory - Fire House 61

Unit ID	Equipment Description ¹	Manufacturer	Model Number	Serial Number	Size
CU #001	Condensing Unit - Air Cooled	Lennox	14ACX-041-230-03	1914G31975	5 TON
CU #002	Condensing Unit - Air Cooled	Lennox	14ACX-047-230-03	1914G34032	5 TON
CU #003	Condensing Unit - Air Cooled	Lennox	14ACX-041-230-03	1914G31980	5 TON
Ductless #001	Ductless Split - Master	Lennox	MPA030S4S-1P		3 TON
Furnace #001	Furnace A/C - Master	Lennox			0.33 HP
Furnace #002	Furnace A/C - Master	Lennox			0.33 HP
Furnace #003	Furnace A/C - Master	Lennox			0.33 HP
Infrared Heater #001	Infrared Heater				1
Infrared Heater #002	Infrared Heater				1
Infrared Heater #003	Infrared Heater				1

Equipment Inventory - Monroe Public Works

Unit ID	Equipment Description ¹	Manufacturer	Model Number	Serial Number	Size
CU #001	Condensing Unit - Air Cooled	Bryant	113RNA060-H	3308E06408	5 TON
CU #002	Condensing Unit - Air Cooled	Bryant	113RNA030-E	3308E15082	3 TON
Furnace #001	Furnace A/C - Master	Bryant	352AAV03680		0.33 HP
Furnace #002	Furnace A/C - Master	Bryant	352AAV060100		0.33 HP
Infrared Heater #001	Infrared Heater				1
Infrared Heater #002	Infrared Heater				1
Infrared Heater #003	Infrared Heater				1
Infrared Heater #004	Infrared Heater				1
Infrared Heater #005	Infrared Heater				1
UH #001	Unit Heater - Gas				50000 BTU

Equipment Inventory - Municipal Building

Unit ID	Equipment Description ¹	Manufacturer	Model Number	Serial Number	Size
CU #001	Condensing Unit - Air Cooled	Lennox	SSB048H4S43Y	5814K06202	4 TON
CU #002A	Condensing Unit - Air Cooled	Lennox	SSB060H4S44Y	5814J09224	5 TON
CU #002B	Condensing Unit - Air Cooled	Lennox	SSB060H4S44Y	5814J09226	5 TON
CU #003A	Condensing Unit - Air Cooled	Lennox	SSB048H4S43Y	5814G06196	4 TON
CU #003B	Condensing Unit - Air Cooled	Lennox	14ACX-030-230-16	1914D33682	3 TON
CU #004	Condensing Unit - Air Cooled	Lennox	SSB060H4S44Y	5814F10519	5 TON
CU #005	Condensing Unit - Air Cooled	Lennox	SSB060H4S44Y	5814G07651	5 TON
CU #006	Condensing Unit - Air Cooled	Lennox	SSB048H4S43Y	5814K06195	4 TON
CU #007	Condensing Unit - Air Cooled	Lennox	TSA042H4N42Y	5814H03762	3.5 TON
CU #008	Condensing Unit - Air Cooled	Lennox	SSB048H4S43Y	5814K06197	4 TON
CU #009	Condensing Unit - Air Cooled	Lennox	SSB060H4S44Y	5814J09227	5 TON
CU #010	Condensing Unit - Air Cooled	Lennox	SSB060H4S44Y	5814J09215	5 TON
Ductless #001	Ductless Split - Master	Tempstar	DLCSRBH24AAK	V205041234	2 TON
Ductless #002	Ductless Split - Master	Mitsubishi	PUY-A30NHA4	14U00868C	2.5 TON
Ductless #003	Ductless Split - Master	Mitsubishi	MUZ-FE09NA	30033091	5 TON
Ductless #004	Ductless Split - Master	Mitsubishi	PUY-A24NHA4	16U0388OC	2 TON
Ductless #005	Ductless Split - Master	LG	LSU181HSV		1.5 TON
EF #001	Fan - Exhaust Fan	COOK			0.25 HP
Furnace #001	Furnace A/C - Master	Lennox	EL195UH090XE48C	5914L03238	0.75 HP

Furnace #002A	Furnace A/C - Master	Lennox	EL195UH110XE60C-04	5914B13381	0.75 HP
Furnace #002B	Furnace A/C - Master	Lennox	EL195UH110XE60C-04	5914B13414	0.75 HP
Furnace #003A	Furnace A/C - Master	Lennox	EL195UH090XE48C	5914L25436	0.75 HP
Furnace #003B	Furnace A/C - Master	Lennox	EL195UH090XE48C	5914K13024	0.75 HP
Furnace #004	Furnace A/C - Master	Lennox	EL195UH110XE60C-04	5914B13401	0.75 HP
Furnace #005	Furnace A/C - Master	Lennox	EL195UH110XE60C-04		0.75 HP
Furnace #006	Furnace A/C - Master	Lennox	EL195UH090XE48C	5914K28329	0.75 HP
Furnace #007	Furnace A/C - Master	Lennox	EL195UH045XE36B	5914J21462	0.75 HP
Furnace #008	Furnace A/C - Master	Lennox	EL195UH090XE48C	5914K28322	0.75 HP
Furnace #009	Furnace A/C - Master	Lennox	EL195UH110XE60C-04	5914C14876	0.75 HP
Furnace #010	Furnace A/C - Master	Lennox	EL195UH110XE60C-04	5914B35677	0.75 HP
RTU #011A	Packaged HVAC Unit - Master	Carrier	48TCED08A2G5AOAOAO	4510G50502	7.5 TON
RTU #011B	Packaged HVAC Unit - Master	ICP	RGH090HDCAOAAAA	P144693219	7.5 TON
Supply Fan #001	Fan - Supply Fan				1 HP

¹ Equipment and/or components may be added or deleted based on the mutual agreement of City of Monroe and Air Force One Upon written authorization, the Agreement price will be amended accordingly.

Air Filter Inventory - City of Monroe

The responsibilities of the Company shall include all filter and media associated with the equipment inventory to include but not limited to pre-filters, frame filters, pouch filters, fan coil filters, automatic roll type filters etc.

Unit	Filter Type	Quantity	Filter Size	Changes / Year ¹
Furnace #001	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #002	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #003	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #004	Pleated	1	16x25x1 MERV 8 Filter	4
RTU #001	Pleated	4	20x25x2 MERV 8 Filter	4
RTU #002	Pleated	4	20x25x2 MERV 8 Filter	4

Unit	Filter Type	Quantity	Filter Size	Changes / Year ¹
Furnace #001	Pleated	1	20x25x1 MERV 8 Filter	4
Furnace #002	Pleated	1	20x25x1 MERV 8 Filter	4
Furnace #003	Pleated	1	20x25x1 MERV 8 Filter	4
Furnace #004	Pleated	1	20x25x1 MERV 8 Filter	4

Unit	Filter Type	Quantity	Filter Size	Changes / Year ¹
Furnace #001	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #002	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #003	Pleated	1	16x25x1 MERV 8 Filter	4

Unit	Filter Type	Quantity	Filter Size	Changes / Year ¹
Furnace #001	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #002	Pleated	1	20x25x1 MERV 8 Filter	4

Unit	Filter Type	Quantity	Filter Size	Changes / Year ¹
Furnace #001	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #002A	Pleated	1	20x25x1 MERV 8 Filter	4
Furnace #002B	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #003A	Pleated	1	20x25x1 MERV 8 Filter	4
Furnace #003B	Pleated	1	20x25x1 MERV 8 Filter	4
Furnace #004	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #005	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #006	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #007	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #008	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #009	Pleated	1	16x25x1 MERV 8 Filter	4
Furnace #010	Pleated	1	16x25x1 MERV 8 Filter	4
RTU #011A	Pleated	4	16x20x2 MERV 8 Filter	4
RTU #011B	Pleated	4	20x20x2 MERV 8 Filter	4

¹ Should experience show that more or less frequent media changes or different types of media are required, City of Monroe will be advised and upon written authorization, the Agreement price will be amended accordingly.

Special Services and Provisions

In addition to the service and provisions outlined in the agreement, the following special services, provisions and terms will apply to this agreement:

This PLANNED MAINTENANCE program includes:

Preventative Maintenance

1. Test & Inspection
2. Quarterly Preventive Maintenance
 1. Library: (CU 1X, Furnace 4X & RTU 4X)
 2. Public Works: (CU 1X, Furnace 4X, UH 1X, Tube Heaters 1X)
 3. Fire House 61: (CU 1X, Furnace 4X, Ductless 4X, Tube Heaters 1X)
 4. Fire House 62: (CU 1X, Furnace 4X, Ductless 4X, Tube Heaters 1X)
 5. Municipal (EF 1X, SF 1X, CU 1X, Furnace 4X, Ductless 4X, RTU 4X)
3. Quarterly Filter service
4. Annual Belt service
5. Annual Chemical cleaning of condenser coils
6. Air Force One will provide lift
7. Exclude BAS / Distech Controls
8. City of Monroe can terminate contract at any time with a 30-day cancelation notice

Written documentation of work performed

1. Providing a signed copy of completed work
2. Providing recommendations for improvements
3. Advising of possible future breakdowns

Additional work

1. If additional work is performed at Owner's request, which is not included in this agreement Air Force One will discount the labor rate in effect at the time of work request. After hours work in this regard will be at the rate of time and a half.

Emergency Service

1. Air Force One will respond to all emergency requests in four (4) hours or less twenty-four (24) hours a day Monday through Sunday 365 days a year

Exclusions - Air Force One is not responsible for items not normally subject to mechanical maintenance.

1. Evaporator coil cleaning and splitting of coils
2. System design

3. Structural supports, casings, cabinets, fixtures
4. Ductwork, Hot Water Heaters
5. Cleaning of interior ductwork
6. System replacement and labor
7. Any equipment not listed in the equipment inventory page
8. Water Piping, steam piping, drain piping, cooling tower fill.
9. Distech controls

EXHIBIT FOUR: TERMS AND CONDITIONS

1. Entire Agreement-These Terms and Conditions and the attached proposal represent the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth here.
2. Customer shall permit Air Force One (AFO) free and timely access to areas and equipment, and allow AFO to start and stop the equipment as necessary to perform the required services. All planned work under this Agreement will be performed during AFO's normal work hours.
3. Customer will promptly pay invoices within 30 days of receipt. Should a payment become 30 days or more delinquent, AFO may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. In the event AFO must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay AFO all court costs and attorney fees incurred by AFO. Any legal action against AFO, relating to this Agreement, or the breach thereof, must be commenced within one year from the date of work.
5. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material, and other costs.
6. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial start-up indicates repairs are required, a firm quotation will be submitted for Customer approval. Should Customer not authorize the repairs, AFO may either remove the unacceptable system(s), components, or parts from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement. Any extra work, cost of materials or labor will become an extra charge over the price quoted in this Agreement.
7. Only AFO personnel or its agents are to perform the work in the scope of this Agreement. Should anyone other than AFO personnel or agents perform this work, AFO may, at its option, cancel this Agreement or eliminate the involved equipment from this Agreement.
8. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
9. Air Force One (AFO) shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment, or materials, delay of carriers, strikes, including AFO employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
10. This Agreement does not include repairs to the system(s), the provision or installation of components or parts, or service calls requested by the Customer. These services will be charged at AFO's rates then in effect. An Environmental Consumables Fee to recover costs associated with EPA compliance will be added to each invoice.
11. In case of failure to perform its obligations under this Agreement, AFO's liability is limited to repair or replacement, at its option, and such repair or replacement shall be Customer's only remedy. AFO's obligations are conditioned upon proper operation and maintenance of the equipment by the Customer and AFO shall have no obligation if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend past the term of this Agreement.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless AFO, its agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss of expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of AFO. Further and notwithstanding the preceding sentence, AFO shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location (s) and shall have no obligation to treat, indemnify or remove such mold.
13. AFO's obligations under this Agreement and any subsequent Agreement do not include the identification, abatement or removal of asbestos or any other toxic or hazardous waste or hazardous materials or mold, fungus or spores. In the event that such substances, wastes and materials are encountered, AFO's sole obligation will be to notify the Customer of their existence. AFO shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of work shall be extended to the extent caused by the suspension and the price equitably adjusted.
14. Customer shall make available to AFO personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
15. Air Force One expressly disclaims any and all responsibility for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, arising out of or in connection with AFO's work under this Agreement.
16. Customer agrees to refrain from employing or hiring, directly or indirectly, either as an employee, independent contractor, or otherwise, any of AFO's personnel during the time that AFO is performing work for Customer, and for a period of one year from the date AFO discontinues work for the Customer.
17. At the end of the initial term this agreement shall renew for successive one (1) year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.
18. The provisions, enforcement and content of this proposal and Agreement shall be governed by the laws of the State of Ohio. Customer agrees that all courts of record sitting in Columbus, Ohio and having jurisdiction over the subject matter, state and federal, shall be the forums where any action, suit, or proceeding in respect of or arising from or out of this proposal and Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation, Customer consents to the jurisdiction and the venue of such courts.
19. AFO SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO PROPERTY, FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF AFO WITH RESPECT TO ANY CONTRACT OR SALE OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT OR TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE MERCHANDISE AND SERVICES ON WHICH SUCH LIABILITY IS BASED.