



**Monroe Council Agenda
Regular Meeting of Council
April 22, 2025 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of April 8, 2025.

Visitors

Nancy Hutton, Regent of the Nathaniel Sackett Chapter of the Daughters of the American Revolution

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

Ordinance No. 2025-16. An Ordinance authorizing the City Manager to enter into a lease agreement with the highest bidder for the real property known as The Clark Boulevard Property. (Second Reading)

Ordinance No. 2025-17. An Ordinance to approve the preliminary plat for the Townes at the Crossings as further described herein. (Second Reading)

Emergency Ordinance No. 2025-18. An Ordinance amending Exhibit "1" of Ordinance No. 2024-33 to increase the number of Assistant Fire Chiefs from two to three and declaring an emergency. (Second Reading)

New Business

Resolution No. 25-2025. A Resolution accepting a grant in the amount of \$45,366.06 from the Ohio Department of Public Safety, Office of Criminal Justice Services for the 2025 Ohio Body-Worn Camera Grant Program.

Sponsor: Jake Burton

Strategic Priority: Good Governance



Background: A funding announcement was released by the Office of Criminal Justice Services in October 2024 for competitive grants under the 2025 Body-Worn Camera Program. Applications were due by November 20, 2024, and the City submitted a grant application on November 17, 2024. On March 27, 2025, Gov. DeWine announced 131 law enforcement agencies that will receive a collective \$4.6 million through the fourth round of the Ohio Body-Worn Camera Grant Program, including the City of Monroe receiving \$45,366.06.

The grant money being received is for 2 years of payments for the Axon Body Camera Annual Service and Licensing Agreement. The City authorized a five-year agreement on April 12, 2022 for the years 2022-2027 for a total amount of \$113,415.17. The City issued a payment of \$22,683.03 to Axon Enterprise Inc. on August 15, 2024 for the 2024 annual service and licensing for body cameras, and will be making the same payment in 2025. This grant directly offsets the annual service and licensing expenses for 2024 and 2025, allowing these funds to be used for other programs that will aid in the continual enhancement of the Monroe Police Department operations.

Resolution No. 26-2025. A Resolution accepting the 2025 Duke Energy Site Readiness Program Grant in the amount of \$10,000.

Sponsor: Kacey Waggaman

Strategic Priority: Strategic Growth and Development

Background: We have been selected for the 2025 Duke Energy Site Readiness program. This allows us to go through an industrial site readiness process that will help better prepare a industrial zoned site in Monroe. Deliverables will be: a site overview and report, conceptual plans and site recommendations, which includes a \$10,000 grant to implement the recommendations.

Resolution No. 27-2025. A Resolution accepting a grant in the amount of \$75,000.00 from the Ohio Environmental Protection Agency for the H2Ohio Chloride Reduction Equipment Grant.

Sponsor: Jake Burton

Strategic Priority: Well Managed Services and Infrastructure

Background: The City has been awarded a \$75,000 grant from the Ohio EPA Division of Surface Water through the H2Ohio Chloride Reduction Grant program. This funding will be used to purchase a Flex Pro Truck Fill Station with 2 valves and truck off-load system, along with a BrineXtreme salt brine maker. The original equipment quote, dated January 16, 2024, totaled \$101,636.10. Although the city's initial grant application, submitted on January 31, 2024, was not selected in the first round of funding, it has now been approved in the second round. While minor cost adjustments may occur due to the age of the original quote, the city's estimated portion of the equipment cost is \$26,636.10 or approximately 26.2% of the total cost. The city portion of this cost will be covered utilizing funds currently included within the city's 2025 Street Fund budget.



This project will impact our entire pre-treatment operation for snow events. The current process, which lacks proper facilities and equipment, will be improved by the award of this grant. Currently, the city is using an unconventional set-up, which results in our operation being inefficient and leads to several hundred gallons of lost product each time salt brine is produced. Having a manufactured salt brine maker will allow the city to stop producing salt brine in an underground tank which was installed more than sixty years ago. The safety of our crews will be improved by no longer having to make confined space entries into the tank to clean sediment. This equipment will reduce the amount of time our trucks and employees spend on the road transporting salt brine between locations and will aid in reducing salt and salt brine loss.

Resolution No. 28-2025. A Resolution authorizing the City Manager to enter into a professional engineering agreement by and between the City of Monroe and The Kleingers Group for Monroe Crossings Park Improvements.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background:

Summary for the City Council Packet – Approval of Contract with The Kleingers Group

The City of Monroe seeks City Council approval to enter into a professional services agreement with The Kleingers Group for the design and engineering of improvements to Monroe Crossings Park, as outlined in RFQ# 2024-001. This project will enhance the lower portion of the park, focusing on optimizing field layout, expanding parking, creating infrastructure for food trucks, and providing flexibility for community events.

Project Phases

1. Master Planning – Includes concept alternatives, site evaluations, public engagement, preliminary electrical layout, and cost estimates.
2. Construction Documentation – Includes 60% and 100% design plans for civil, landscape, and electrical components, along with final cost opinions.

Project Timeline

- Survey completion by June 2025
- Final Master Plan by August 2025
- 60% construction documents by October 2025
- 100% construction documents by January 2026



- Bid-ready by early 2026; construction to begin in Spring 2026

Project Costs

Base Fee: \$99,900 — Covers all planning and construction document services.

Optional Additional Services: \$38,900 – Includes full-park surveying, construction administration, permitting support, and design of a security camera system.

Project Team

The Kleingers Group will partner with CMTA for electrical engineering. This team brings experience and a holistic approach to park planning, emphasizing design quality, function, and future flexibility.

Recommendation

Staff recommends approval of the contract to move forward with detailed design and implementation of this exciting community project.

Consideration of Motion to authorize the expenditure of \$54,924.80 to Buckeye Power Sales for the purchase of a Dingo TX1000.

Sponsor: Gary Morton Well Managed Services and Infrastructure

Strategic Priority:

Background:

This item was approved in the 2025 budget.

Vendor Information

- **Vendor:** Buckeye Power Sales
- **Quote Number:** 03-39157
- **Date:** January 20, 2025
- **Total Amount:** \$54,924.80

Equipment Requested



The quote includes the following heavy equipment for city operations:

- Dingo TX1000 Loader (Wide Track, 24.7 HP Turbo): \$40,601.40
- Standard Bucket for Dingo TX1000: \$1,092.00
- Mini Series Pallet Fork Assembly: \$1,100.00
- Universal Swivel Auger Power Head: \$3,654.00
- 6" Full Flight Auger: \$537.60
- 5 ft Snow Blade: \$537.60
- Plow Side Kit (Mini Skid): \$1,738.80
- Tiller Attachment: \$5,363.40
- Inbound Freight: \$300.00

Equipment Specifications

The primary equipment (Dingo TX1000) offers:

- 1,000-lb rated operating capacity
- 81" hinge pin height for reaching dumpsters
- Compact design for maneuverability in tight spaces
- Kubota D1305 diesel engine (Tier-4 compliant)
- Vertical lift loader arms for increased reach
- Dual fuel tanks for extended operation

Benefits to Parks Division

- **Landscape Maintenance:** The compact size allows access to tight spaces between trees and park features while performing maintenance tasks
- **Trail Development:** Can efficiently transport materials for trail building and maintenance projects
- **Playground Installation:** The 1,000-lb lifting capacity will assist with moving playground equipment components and safety surfacing materials
- **Snow Removal:** The 5-ft snow blade attachment will keep park walkways and facilities accessible during winter months
- **Planting Operations:** The auger attachments will streamline tree and large shrub planting, significantly reducing manual labor

Benefits to Cemetery Division

- **Grave Preparation:** The auger power head and attachments will assist with excavation work
- **Monument Placement:** The pallet fork assembly enables safe transport and placement of memorial stones
- **Grounds Maintenance:** The tiller attachment allows for soil preparation and restoration of grounds



- **Site Access:** The tracked design minimizes ground disturbance in sensitive areas of the cemetery
- **Material Handling:** Efficiently moves soil, gravel, and maintenance supplies throughout cemetery grounds

Shared Operational Advantages

- **Labor Efficiency:** One versatile machine replaces multiple specialized tools, optimizing staff resources
- **Year-Round Utility:** The various attachments ensure the equipment remains useful across all seasons
- **Reduced Physical Strain:** Minimizes manual labor for staff, potentially reducing workplace injuries
- **Improved Response Time:** Enables quicker completion of projects and emergency repairs

This equipment purchase will enhance the city's operational capabilities for various public works projects across both the Parks and Cemetery divisions, providing significant improvements to workflow efficiency and service delivery

Administrative Reports

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
April 8, 2025 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

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

Roll Call

Council members present: John Centers, Kelly Clark, Keith Funk, Michael Graves, Tom Hagedorn, Christina McElfresh, and Ben Wagner.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of March 25, 2025; seconded by Mr. Centers. Voice vote. Motion carried.

Visitors

Bobbie Lynn Drew addressed City Council with her concerns regarding the 15% administrative fee. She wanted to make sure this change wasn't going to be on water bills, normal monthly bills, and such. Mrs. Drew also spoke to City Council about the need for the City to contract out for engineers. Mrs. Drew stated she reviewed our website and saw that Constance Kepner is listed as a civil engineer. Mrs. Drew asked if this is the case why she is not able to oversee the various projects within the city. Mrs. Drew also stated she is unsure as to why Mr. Morton is going to be the head of the Engineering Department since he is not a civil engineer.

Appointment of temporary clerk

Mrs. McElfresh moved to appoint Michelle Layman as the temporary clerk pursuant to the Charter; seconded by Mr. Centers. Voice vote. Motion carried.

Committee Reports

None.

Old Business

Ordinance No. 2025-11. An Ordinance amending and supplementing Chapter 276 of the Codified Ordinances to change certain powers and duties of the Park and Recreation Board. (Second Reading)

The Clerk Pro Tem read the title of Ordinance No. 2025-11.



Mrs. McElfresh moved to adopt Ordinance No.2025-11; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2025-12. An Ordinance amending and supplementing Section 243.01 of the Codified Ordinances to designate the Director of Public Works as the Department Head of engineering and the Department of Parks until such time as a separate Department of Parks becomes necessary. (Second Reading)

The Clerk Pro Tem read the title of Ordinance No. 2025-12.

Mr. Hagedorn asked if the position of Parks and Recreation Director would come to Council if/when one was hired. Mr. Funk stated he would assume this would follow suit because every director before has been approved by Council. He also said this was an area of Mr. Morton's job description that wasn't clearly defined. Mr. Funk also stated that when the previous City Manager was here, who was a city engineer, the City still outsourced a lot of engineering projects due to them having different areas of focus.

Mr. Lester stated the structure of how we advance Public Works and Engineering is typical of most modern local governments. Mr. Lester also stated water lines are a critical part of the infrastructure in the City and that this is why it is important to contract the work out to consultants with the level of expertise needed. Mr. Lester stated consultants have certain software that would be needed for projects that we do not have. Mr. Lester stated consultants are better equipped to handle these types of projects. Mr. Lester mentioned the liability involved in designing this type of infrastructure as well.

Mrs. McElfresh stated that years ago the City searched for an engineer to hire but never found one due to the nature of the job and the pay that would be necessary to hire an engineer. Mr. Funk agreed.

Mrs. McElfresh moved to adopt Ordinance No.2025-12; seconded by Mr. Wagner. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2025-13. An Ordinance supplementing Chapter 286 of the Codified Ordinances of the City of Monroe to establish an administrative fee for the collection and invoicing in connection with the processing of documentation. (Second Reading)

The Clerk Pro Tem read the title of Ordinance No. 2025-13.

Mrs. McElfresh asked for clarification of what the fee would be applied to.

Mr. Lester stated the fee would be applied to invoices for property damage such as guardrails, street signs, street signals or subdivision inspections. The fee would not have an impact on typical billing such as utilities, EMS, income taxes, and building permits.

Mrs. McElfresh asked if the administrative fee has been vetted through committee.



Mr. Lester stated it has not as this is a new fee.

Mr. Funk stated it went through Council at the last meeting.

Mrs. McElfresh asked if this could go through committee as she was not comfortable voting on the legislation.

Mr. Funk stated he is comfortable voting at this meeting. He also stated this fee will be administered to perpetrators who damage property, like in an accident.

Mr. Wagner asked if this was in response to the general red tape of dealing with paperwork needed when having to go through insurance. Mr. Lester answered yes.

Mr. Centers stated he more clear now regarding the reason this fee is going to be administered.

Mrs. McElfresh moved to adopt Ordinance No.2025-13; seconded by Mr. Wagner. Roll call vote: five ayes; two nays (Hagedorn and McElfresh). Motion carried

Ordinance No. 2025-14. An Ordinance supplementing Section 1040.03 of the Codified Ordinances establishing water modeling and upsizing requirements for development within the City of Monroe. (Second Reading)

The Clerk Pro Tem read the title of Ordinance No. 2025-14.

Mr. Hagedorn asked if the construction standards and guidebook that this is supposed to follow has been completed.

Mr. Morton stated it is still being developed.

Mr. Hagedorn asked how we can move forward with something that doesn't have the standards and rules we need to follow.

Mr. Morton stated the ordinance explains enough so that if the City needs to do water modeling and upsizing there is enough information to help developers and builders through the process.

Mrs. McElfresh moved to adopt Ordinance No.2025-14; seconded by Dr. Clark.. Roll call vote; seven ayes. Motion carried

New Business

Resolution No. 24-2025. A Resolution accepting a grant in the amount of \$3,396.00 from Ohio TechCred to obtain credentials for two information technology staff members.

The Clerk Pro Tem read the title of Resolution No. 24-2025.



Mrs. McElfresh moved to adopt Resolution No. 24-2025; seconded by Mr. Centers. Roll Call vote: seven ayes. Motion carried.

Emergency Ordinance No. 2025-15. An Ordinance authorizing the City Manager to enter into a lease agreement with the highest bidder for the real property known as The Baker Sports Complex and declaring an emergency.

The Clerk Pro Tem read the title of Emergency Ordinance No. 2025-15.

Mrs. McElfresh asked who the highest bidder was.

Mr. Lester stated the City received one bid from Oakland Farms.

Mrs. McElfresh moved to suspend the rule requiring the reading of Emergency Ordinance No. 2025-15 on two separate days and authorize its adoption on the first reading; seconded by Mr. Graves. Voice vote; seven ayes. Motion carried.

Mrs. McElfresh moved to adopt Emergency Ordinance No. 2025.15; seconded by Dr. Clark. Roll call vote: seven ayes. Motion carried.

Ordinance No. 2025-16. An Ordinance authorizing the City Manager to enter into a lease agreement with the highest bidder for the real property known as The Clark Boulevard Property.

The Clerk Pro Tem read the title of Ordinance No. 2025-16.

Mayor Funk stated Ordinance No. 2025-16 will be on the next agenda for a second reading.

Ordinance No. 2025-17. An Ordinance to approve the preliminary plat for the Townes at the Crossings as further described herein.

The Clerk Pro Tem read the title of Ordinance No. 2025-17.

Mr. Hagedorn asked Mr. Smith, Development Director, if there is any language stating the bridge development will be handled by the developers. Mr. Smith stated it will be addressed and is outlined in the development agreement.

Mayor Funk stated Ordinance No. 2025-17 will be on the next agenda for a second reading.

Ordinance No. 2025-18. An Ordinance amending Exhibit “1” of Ordinance No. 2024-33 to increase the number of Assistant Fire Chiefs from two to three.

The Clerk Pro Tem read the title of Ordinance No. 2025-18.

Mayor Funk stated Ordinance No. 2025-18 will be on the next agenda for a second reading.



Mr. Funk asked members of Council if there was anything to discuss before adjourning into Executive Session.

Mrs. McElfresh stated she would like to thank the Public Works crews for being available during the weekend. Mrs. McElfresh also thanked Mr. Lester being available for calls in the middle of the night.

Dr. Clark stated she would also like to say thank you to the water rescue team.

Mr. Graves stated water rescue is an amazing department that people in the city may not be aware of. He thanked them as well.

Mrs. McElfresh moved to adjourn into Executive Session to consider the employment of a public employee; seconded by Mr. Wagner. Roll call vote: seven ayes. Motion carried

Mr. Lester also wanted to thank Zach McNutt for his availability and responsiveness over the weekend and for him making sure things were handled promptly.

Council adjourned into Executive Session at 7:01 p.m.

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

Council reconvened into regular session at 8:23 p.m.

Adjournment

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

The regular meeting of Council adjourned at 8:23 p.m.

Respectfully submitted,

Michelle Layman
Clerk Pro Tem



Majors Farms

6393 Hamilton-Lebanon Rd

Monroe, OH 45050

Bid for Lease of:

30 tillable acres on Hamilton-Lebanon Rd/ Clark Blvd

Parcels C1800017000002, C1800017100001, and C1800017100002

Bidder offers to lease the above-referenced agricultural land for \$50.00 per acre times 30 acres totaling \$1,500.00 for the term of one year.

Bidder acknowledges it has had an opportunity to examine the property involved and is relying solely upon its own examination of the agricultural land in the submission of its bid. Bidder acknowledges the property is being offered for lease "as is" and the City of Monroe makes no warranties, representations, or guaranties as to the condition or suitability of the real estate, implied or otherwise.

Majors Farms / Dennis Majors

Bidder

Dennis Majors

Authorized Signature

Dennis Majors

Print name

COO

Title

R Majors Farms@yahoo.com

Bidder's Email Address

(513) 539-8212

Telephone

6393 Hamilton Lebanon Road Monroe, OH 45050

Bidder's current address

ORDINANCE NO. 2025-16

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE HIGHEST BIDDER FOR THE REAL PROPERTY KNOWN AS THE CLARK BOULEVARD PROPERTY.

WHEREAS, advertisement for the lease of real property further described herein was made pursuant to Ohio Revised Code Section 721.03; and

WHEREAS, after advertisement, according to law, Council desires to enter into a lease agreement for the real property described herein.

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

SECTION 1: After bidding conducted according to law, it is hereby determined that the bid submitted by Majors Farms on March 17, 2025, is the highest bidder.

SECTION 2: The City Manager is hereby authorized to enter into a lease agreement by and between the City of Monroe and Majors Farms for the lease pursuant to the terms and conditions and as described in Exhibit "A" attached hereto and made a part hereof.

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

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

LEASE AGREEMENT

This Agreement made and concluded this ____ day of _____, 2025; by and between the City of Monroe ("Lessor") and Majors Farms ("Lessee")

WITNESSETH

THAT SAID LESSOR does hereby demise, let and lease unto the said Lessee the real property outlined on the map attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same for and during the term commencing the date hereof and ending on the 28th day of May, 2026.

Said Lessee does hereby covenant and agree with Lessor as follows:

1. Lessee shall pay to Lessor, its successors and assigns, a rent of \$1.500 for the Real Property payable on the 15th of November, 2025.
2. The term of this lease shall be for one year.
3. The Real Property shall used for farming purposes only, i.e., no hunting.
4. The crop or crops to be grown on the Real Property shall be subject to the approval of the City of Monroe.
5. The roots of any trees growing in any field, or near any fence on said Real Property shall not be cut or injured and when plowing a space around said trees sufficient for their protection will be left.
6. The Real Property shall be used and occupied in a careful, safe, and proper manner.
7. The Real Property shall not be used or occupied for any unlawful purpose, and compliance with all requirements of law and with all ordinances, regulations, or orders of any federal, state, county, municipal or other public authority must be made.
8. All ditches, drains, water courses, and sewers on said Real Property shall be kept clean, open, and free from obstructions.
9. No part of the Real Property shall be occupied or used by any person, for any purpose or in any manner not consistent with the terms hereof, nor as to increase the insurance risk or rates or prevent the obtaining of insurance.

10. Lessee acknowledges the lease of said property after an examination of same without any representation on the part of the City of Monroe, and that the City of Monroe shall not be responsible at any time or in any event for any latent defect, deterioration, or change in the condition of the Real Property.
11. Lessee shall indemnify the City of Monroe, its employees, agents, contractors, and representatives against any expense, loss or liability paid, suffered or incurred as a result of any breach of the successful Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees, of any covenant or condition of this lease, or as a result of Lessee's use of occupancy of the Real Property, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees.
12. In the event the City of Monroe at any time during the term of the lease desires to use or sell all or any of the Real Property, it may repossess all or any part of said Real Property upon seven days written notice to the successful bidder. Upon receipt of said notice, the successful bidder shall forthwith vacate the premises.
13. If the Lessee shall abandon or vacate said premises during said term, or shall assign this lease or underlet said premises or any part thereof, or shall fail to keep and perform any of the covenants, agreements or conditions of this lease on the successful bidder's part to be kept or performed, the City of Monroe, its successors or assigns, may enter immediately onto said premises and have, repossess and enjoy the same as if the lease had not been made, except that the City of Monroe may retain the total rent paid by the successful bidder, and thereupon the lease and everything herein contained on the part of said City of Monroe to be done and performed shall cease, determine and be utterly void. The commencement of a proceeding or suit in forcible entry or detainer or in ejectment, or otherwise, after any default by the successful bidder, shall be equivalent in every respect to actual entry by the City of Monroe.

14. The City of Monroe, for itself, its successors and assigns, hereby covenants and agrees with the successful bidder, successful bidder's executors, administrators, successors, and assigns, that the successful bidder keeping and performing the covenants of said lease to be kept and performed, the successful bidder shall peaceably and quietly hold, occupy, and enjoy said premises during said term.

IN WITNESS WHEREOF, the Lessor and Lessee, being first duly authorized, have hereunto set their hands to duplicates hereof the day and year first written above.

CITY OF MONROE, OHIO

MAJORS FARMS

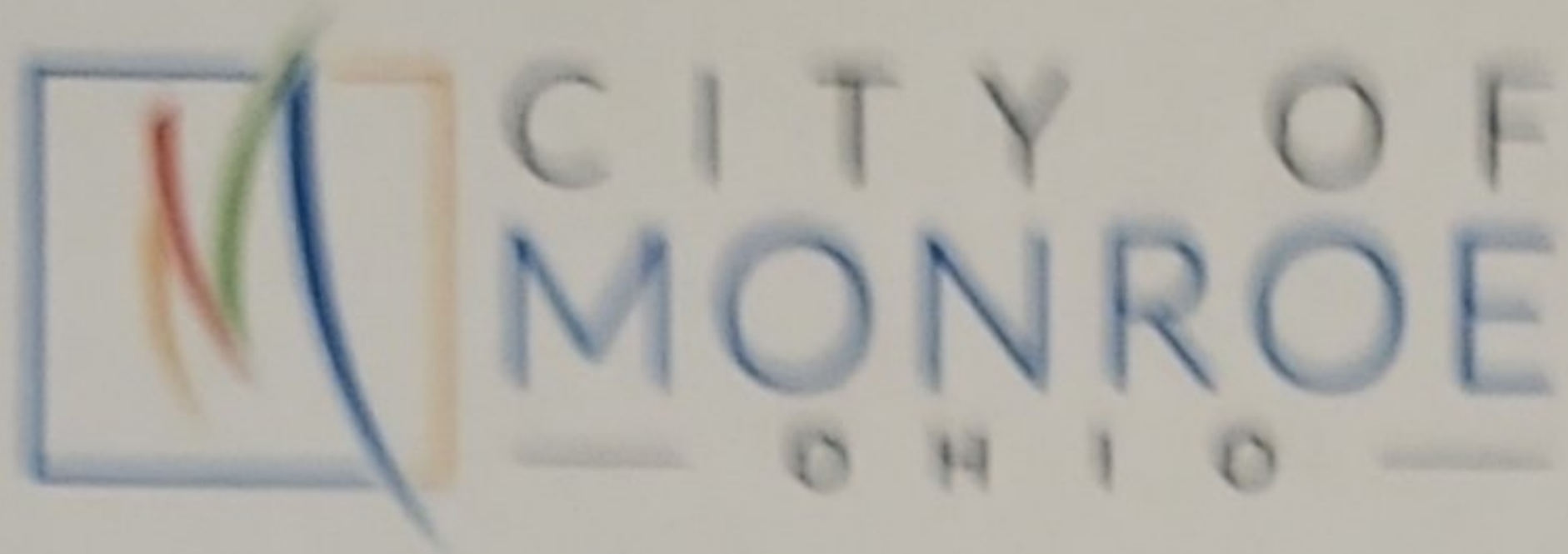
By: _____
Larry Lester, City Manager

By: _____

Name: _____

Title: _____





March 21, 2025

Monroe City Council
233 South Main Street
Monroe, Ohio 45050

RE: Case No. 2025-3-1—Consideration of a Preliminary Plat for Townes at the Crossings

Dear City Council,

This letter is to inform Council that on March 18, 2025, Planning Commission voted 5-0 to recommend approval of Case No. 2025-3-1—Consideration of a Preliminary Plat for Townes at the Crossings with the following conditions:

- The applicant will update the preliminary plat with the following:
 - Confirm the landscape berm/mounding height along Crossings Boulevard to be consistent with the existing mounding along Crossings Boulevard,
 - Clearly identify the sidewalk location on Cold Water Drive,
 - Clearly identify the intersection of the 10 FT path on Roden Park Drive and the 5 FT walk on Cold Water Drive,
 - Ensure the 35 FT buffer on the west side does not encroach into any of the rear yards of the townhomes,
 - Show designated street tree alternate planting locations for street trees that cannot be placed in the tree lawn as required due to driveway location, utility conflicts, or other spacing issues.
- The applicant understands the 10 FT shared use path is required to extend the full project frontage along Roden Park Drive and acknowledges the design of path, particularly as it crosses Cold Water Creek, may entail either a separate bridge structure or an extension of the existing culvert and may require street narrowing measures between Cold Water Drive and Streamside Trail. The design and its implications will be reviewed through the construction drawing review process and approved by the City Engineer.
- All other staff review comments be addressed.

Sincerely,

Robert Duckworth
Planning Commission Chair



CITY OF MONROE
Inter-Office Correspondence

TO: Members of the Monroe Planning Commission
FROM: Kameryn Jones
Assistant Development Director

DATE: March 18, 2025
RE: Information Packet for March 18, 2025, Planning Commission Meeting at 6:00 p.m.

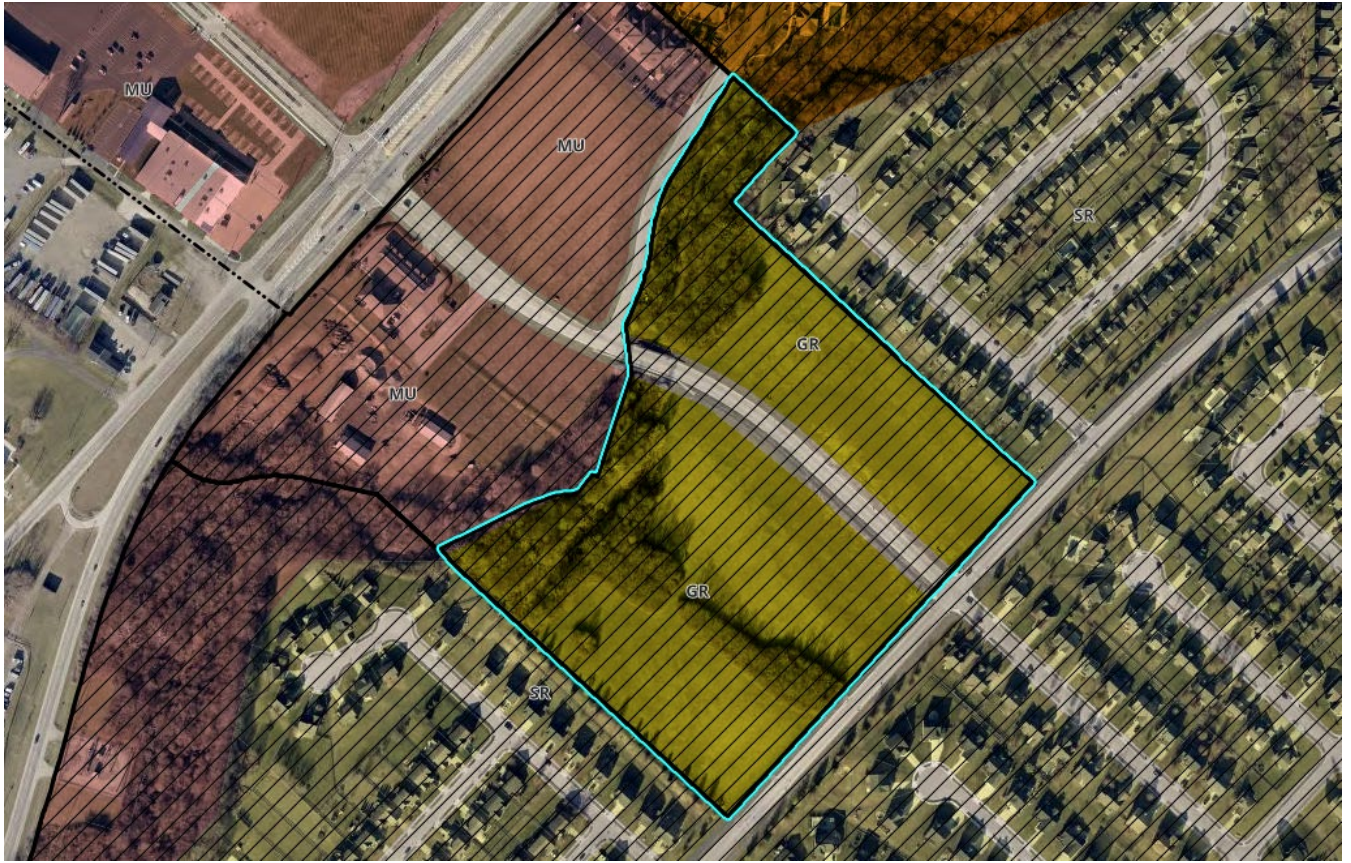
I. Case No. 2025-3-1—Consideration of a Preliminary Plat for Townes at the Crossings

A. Background

- NVR, Inc., on behalf of Park Place Development LLC, has submitted a preliminary plat application for the Townes at the Crossings residential subdivision.
- The applicant proposes 84 dwelling units to be developed as attached single-unit homes and 4 non-buildable open space lots to be owned and maintained by the HOA.
- The site is 20.91 acres zoned GR PUD.
- The Planned Unit Development agreement and PUD plan associated with this application were recommended for approval by Planning Commission in November 2024 and approved by Council earlier this year.



Overhead View of Property



Zoning Map of Proposed Site and Surrounding Properties



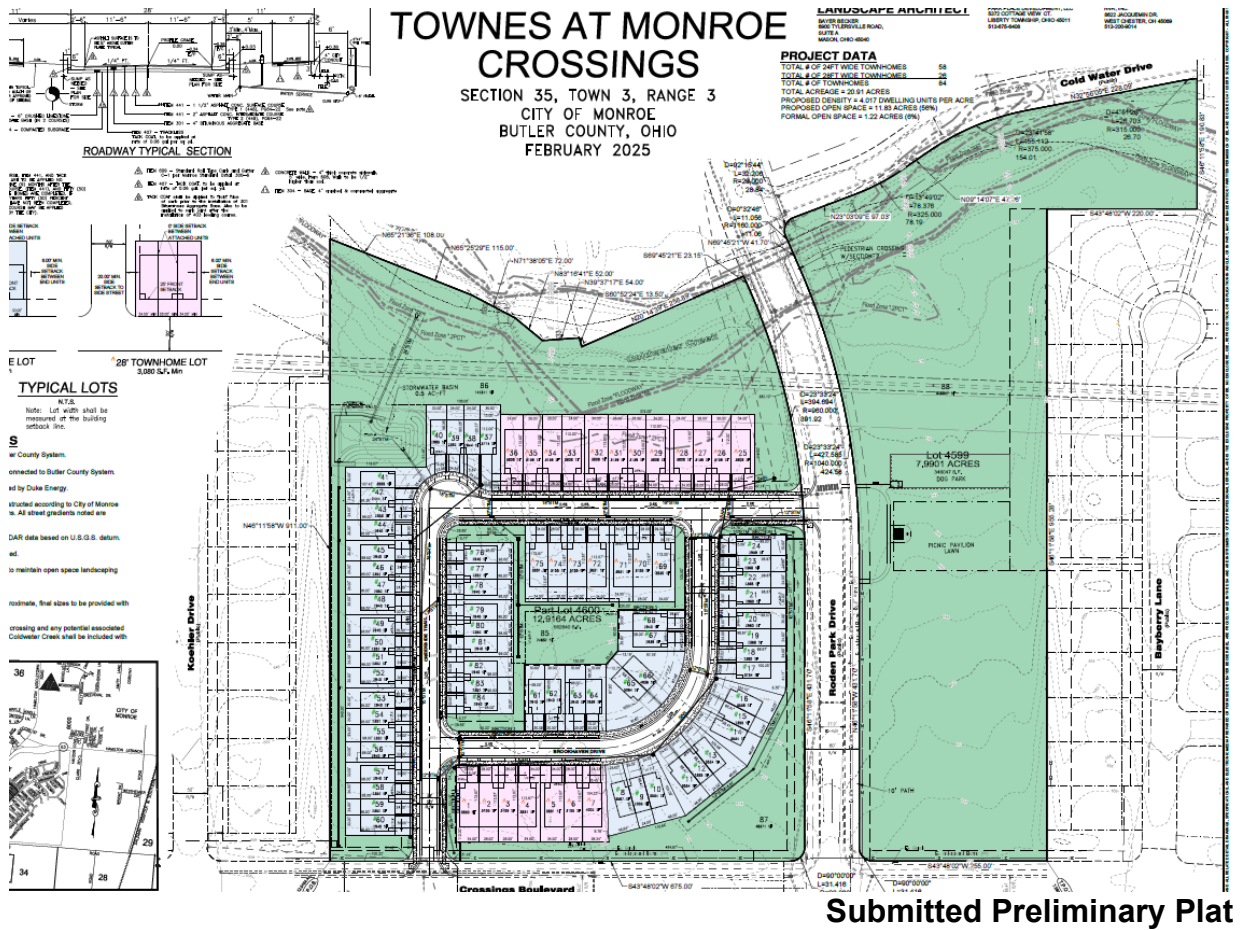
Intersection at Crossings Boulevard/ Roden Park Drive towards Open Space



Eastbound on Roden Park Drive at Cold Water Drive



Northbound on Crossings Boulevard



B. Preliminary Plat Review Criteria

Table 1207.07-1 Common Review Criteria summarizes the basic review criteria for all application types:

- **The request complies with the applicable standards of the PZC.**
Yes.
- **The request complies with the applicable standards of the Monroe Code of Ordinances, and any applicable county, state, or federal requirements**
Yes.
- **The request substantially conforms to any associated prior approval for the development, including, but not limited to a Preliminary Plat, Conditional Use Permit, Site Plan, or Planned Unit Development.**
The request matches the recently approved Planned Unit Development.
- **The development review body has considered the recommendation of the City staff.**
Staff has included their recommendations in this staff report.

- ***The request is consistent with applicable policies of the Comprehensive Plan, utility plans, and capital improvement plans or if it addresses a topic that is not contained or not fully developed in the Comprehensive Plan, the request does not impair the implementation of the Comprehensive Plan.***

The request is consistent with the 2040 Advance Monroe comprehensive plan in that it contributes to housing diversity goals and connectivity goals. It is consistent with the Future Land Use Map designation for this parcel, which envisioned medium density residential.

- ***The request promotes the purposes of this PZC as established in 1201.02, Purposes, and in other applicable purpose statements in this PZC.***

The request promotes public health and safety by promoting connectivity for residents as well as quality of life by promoting a range of housing and ample community space.

- ***Adequate facilities, including public or private utilities, solid waste service, roads, drainage, and other improvements are present or are planned to be provided.***

Adequate infrastructure and related facilities are planned as part of this project, including two new public roads and major extensions of the sidewalk and trail network in the neighborhood.

- ***The request demonstrates compatibility with surrounding conforming and permitted land uses and structures and with the general character of the area.***

The request is conforming to the permitted land use and building types permitted in the GR General Residential zoning district.

Section 1207.31 outlines review criteria specific to preliminary plat applications:

- ***Subdivision Standards. The Preliminary Plat conforms with the standards in Chapter 1205, Subdivision Standards; and***

The preliminary plat demonstrates conformance to Chapter 1205.

- ***Traffic Impact Study. If required, the traffic impacts from the proposed development will be adequately mitigated in accordance with 1204.18, Traffic Impact Study.***

This project in particular did not require its own traffic study. However, at the request of the City Engineer, space has been allotted for future right-of-way dedication at Roden Park Drive and Crossings Boulevard in order to make improvements at that intersection.

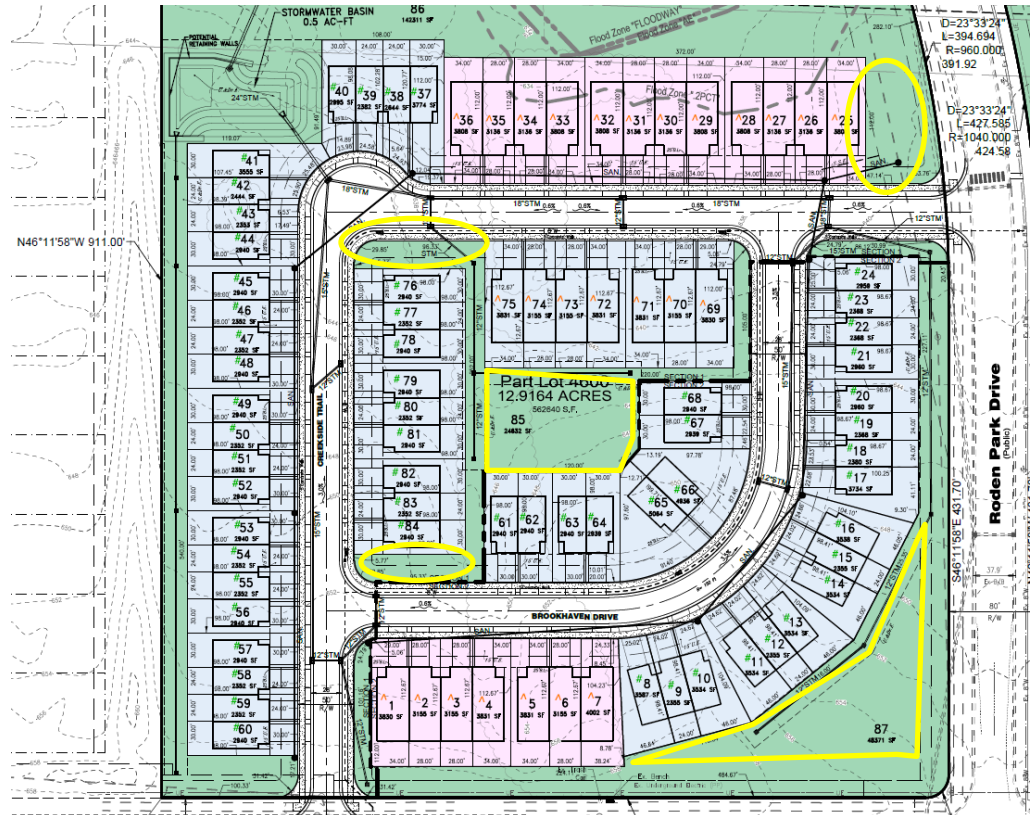
C. Staff Comments

- **Landscaping**

- Mounds and landscaping are provided along Crossings Boulevard to mimic the landscaping along the rest of Crossings Boulevard. Staff request detail as to the

height of the mounding to ensure it provides adequate screening and privacy between the homes located in the Townes development and the street.

- The applicant has agreed to provide this detail in the updated preliminary plat landscape plan.
- Street trees are required every 40 feet on center along all private and public streets for all new sites, development, and expansions of sites.
 - Given the frequency and distancing between drives as shown on the preliminary plat, placing street trees in this manner may be difficult. As allowable per the code, alternate tree locations can be identified for those that cannot be placed in the tree lawn. Staff has marked potential alternate locations for consideration:



- Buffer Type A (Natural) has been chosen to fulfill the buffer/screening requirement on the west side of the development. The minimum width for the natural buffer type is 35 FT, however, it appears the property lines of the townhomes along the west side encroach into the 35 FT buffer area. Please revise.
 - The applicant has agreed to clarify this in the updated preliminary plat.

• Sidewalk

- The 5 FT sidewalk along Cold Water Drive is difficult to see, particularly on the preliminary plat sheet. Please clarify.
 - The applicant has agreed to clarify this in the updated preliminary plat.
- Similarly, it is difficult to see on the drawings how the 10 FT path on Roden Park and the 5 FT sidewalk on Cold Water come together at that intersection. Please clarify.

- The applicant has agreed to clarify this comment on the updated preliminary plat.
- Per discussions with the applicant, the exact location and method of crossing Cold Water Creek is yet to be determined and may involve a bridge or a culvert extension, which may entail narrowing the road between Cold Water Drive and Creekside. The design will be determined through the construction review process.

D. Department Comments

- **Fire Department:**
 - Fire reserves the right for further review with formal building permit submittal.
- **Police Department:** No comment.
- **Engineering/Public Works Department:** Engineering review ongoing.
 - Please show/label proposed ROW dedication around the intersection of Roden Park Drive and Crossings Boulevard. It appears to be shown on the landscape plans but not the preliminary plat sheet.
 - The applicant has agreed to clarify this on the updated preliminary plat.

E. Staff Recommendation

- Staff recommends Planning Commission give a favorable recommendation to Council regarding the preliminary plat applications with the following conditions:
 - The applicant will update the preliminary plat submittal to address all staff comments outlined in the report.
 - The applicant understands the 10 FT shared use path is required to extend the full project frontage along Roden Park Drive and acknowledges the design of path, particularly as it crosses Cold Water Creek, may entail either a separate bridge structure or an extension of the existing culvert and may require street narrowing measures between Cold Water Drive and Streamside Trail. The design and its implications will be reviewed through the construction drawing review process and approved by the City Engineer.
 - All Engineering review comments be addressed.



Application for a Major Subdivision

Monroe Development Department
233 South Main Street, Monroe, Ohio 45050
Phone: 513-539-7374
www.monroehio.gov

For Staff Use Only

Submittal Date:

Date Application Determined Complete:

Date of Planning Commission Review:

Fee Paid:

Staff Initials:

Application Number:

Major Subdivision Review Information

1. The major subdivision procedure is required for the approval of subdivisions of six or more lots or a subdivision that will result in the creation of a new street or new/major extension of infrastructure.
2. The major subdivision procedure and review criteria are established in Section 1207.31 and 1207.32 of the Monroe Planning and Zoning Code.
3. Prior to submitting this application, applicants are required to meet with Development Department staff for a pre-application conference. Please contact the department to schedule the conference.
4. The major subdivision process includes the review and decision on a preliminary plat, construction drawings (improvements), bonding, and a final plat.
5. Approval of a preliminary plat does not constitute approval to begin construction on any improvements. Performance guarantees, along with approval of construction drawings, are required prior to construction of any improvements (e.g., streets, sewer, water lines, drainage, etc.).
6. Approval of a final plat does not constitute approval to construct buildings or establish uses. Applicants with approved and recorded final plats are required to submit all other applicable forms (e.g., site plan review, zoning permit, conditional use, etc.).
7. Upon the recording of any plat, the subdivider shall furnish a digital copy of the recorded plat showing the date, plat book and page, etc., as recorded.
8. The application fee is due at the time the application fee is submitted respectively for a preliminary plat, final plat, amendment to a previously approved plat, and construction drawings. The fee schedule is located in Chapter 286 Fees of the Monroe Code of Ordinances.

Basic Project and Site Information (For Original Lot)

For which of the following are you seeking approval?

☒ Preliminary Plat ☐ Construction Drawings ☐ Final Plat ☐ Amendment to a Previously Approved Plat

Project Address: Roden Park Drive

County: ☒ Butler ☐ Warren Total Subdivision Area: 20.91

County Tax Parcel ID: C1800016000030, C1800016000019

Project/Subdivision Name: Townes at Monroe Crossings

Existing Zoning District: GR PUD

Will new rights-of-way be created? ☒ Yes ☐ No

How many new lots will be created with this subdivision? 84 dwelling unit lots, 4 open space lots (88 total)

What is the average lot size in square feet? 3,090 (dwelling unit lots only)

What is the average lot width? 29.7ft (dwelling unit lots only)

What is the proposed residential density (dwelling units per acre)? 4.017

Project Address or Tax Parcel ID: C1800016000030, C1800016000019	
Additional Project Information	
Does the property lie within the 100-year floodplain? ☒ Yes ☐ No	
How many phases of the subdivision do you anticipate? 2	
Applicant Information	
Applicant Name: NVR, Inc	
Contact Person: Shawn Bullock	
Contact Address: 8622 Jacquemin Drive, West Chester, Ohio 45069	
Contact Phone Number: 513-200-9014	Contact Fax Number: N/A
Contact E-Mail: sbullock@nvrinc.com	
Property Owner Name: Park Place Development LLC	
The applicant may attach a separate sheet of a paper with contact information for additional people, if necessary (e.g., additional owners, registered engineer, landscape architect, etc.). The same contact information shall be provided for each contact name.	
Additional Project Information	
1) Provide a brief description of the project including the proposed use of the new lots.	
The preliminary plat application includes 84 proposed townhome lots and 4 non-buildable lots which are to be owned and maintained by the HOA. The project includes construction of public streets and utilities, grading work, landscaping and amenities to serve the proposed townhome neighborhood.	
2) Will you be requesting a variance of the subdivision design and improvement standards or any applicable site development standards? If yes, please describe the standards you will be requesting to vary and the extent of such variance.	
No	

Project Address or Tax Parcel ID: C1800016000030, C1800016000019

Certification and Signatures

Applicant Signature - I certify that, to the best of my knowledge, the information contained in this form and within any attachments is correct and truthful. I understand that knowingly falsifying this information may be grounds for the denial or revoking of this application and any subsequent zoning permit or other review applications.

Print Name: Shawn Bullock

Signature:

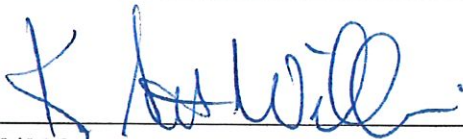


Date: 2/18/2025

Property Owner Signature - If the property owner is not the named applicant on this form, the property owner shall sign the form below acknowledging that the applicant is an authorized agent of the property owner as it relates to proposed project. If the major subdivision application is for multiple properties, a signature from each property owner is required.

Print Name: K. Scott Willis

Signature:



Date: 2/18/2025

Note: A letter signed by the property owner, authorizing the applicant to act on their behalf may be submitted in lieu of the property owner's signature on this form.

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

Digital Submittal Requirements

☒	All document applications shall be submitted in a compatible electronic format to planning@monroeohio.gov .
☒	All site plan materials, in map format, shall be submitted in a format compatible with the city's Geographic Information Systems (i.e. shapefile, geodatabase, or dwg) and shall be appropriately projected.

General Information

☒	Major Subdivision Application Form.
☐	Traffic impact study, if required by the City Engineer.
☐	Any additional information determined to be necessary by the Development Department.
☐	All plats must comply with the minimum requirements of the applicable county recorder's office and/or tax map supervisor as they have final authority on plat acceptability.
☐	All plats shall have a suitable, prominently lettered title, and border line placed with a margin of not less than 2-inch on all sides. All lettering shall be well-defined in a manner that allows for ease of reproduction (e.g., no lettering in shaded areas).

Location Map (No smaller than 1" = 400')

Submitted with all plats, may be submitted on separate sheet or on the individual plat

☒	Date, north arrow, scale, county, township, and range lines plus a legend for all symbols
☒	Boundary of the proposed subdivision, indicated in heavy lines
☒	All existing and proposed streets related to the subdivision including those existing streets within 500 feet of the proposed subdivision
☒	All surrounding properties, streets, and corporation limits within a minimum of 500' of the outer boundaries of the project site

Preliminary Plat (No smaller than 1" = 100')

Paper copies may be required based on project specifics. Final mylars and digital files will be required after approval.

☒	Application fee
☒	Date, north arrow, scale, county, township, and range lines plus a legend for all symbols
☒	The name of the subdivision
☒	Names and addresses of the owner, subdivider, land planning consultant, engineer or registered land surveyor who prepared the plat
☒	Streets and rights-of-way adjoining and on the site of the proposed subdivision, showing the street names and including roadway widths, approximate gradients, types and width of pavement, curbs, planting strips and other pertinent data
☒	All lot lines adjacent to and abutting the subdivision
☒	Layouts of the lots showing approximate dimensions, lot numbers and centerline radius of streets
☒	Approximate gross square footage of lots not including rights-of-way
☒	Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds or other public, semipublic or community purposes
☒	Easements, existing and proposed, showing locations, widths and purposes
☒	Building setback and yard lines and dimensions
☒	Location and size of nearest water main, sewer outlet and other pertinent utilities
☒	Location type and approximate size of utilities to be installed
☒	Location and width of all existing and proposed sidewalks and trails
☒	Tract boundary lines showing dimensions, bearings, angles and references to known land lines
☒	Contours at vertical intervals of two feet, if the general slope of the site is less than 16%, and at vertical intervals of five feet if the general slope is 16% or greater

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

☒	Tree masses and all individual trees having a diameter of 12 inches or greater
☒	A street tree plan including the location and type of proposed street trees
☒	Natural features such as rock outcroppings, streams, creeks, etc. should be defined within the limits of construction indicated.
☒	Location of existing structures
☒	A preliminary copy of the deed restrictions and covenants that would be placed upon the subdivision
☒	Landscaping plans and proposed limits on the location and intensity of signs, advertising and off-street parking in the case of a proposed subdivision for industrial or commercial use.
☒	Location of existing or proposed buried debris
☒	Minimum basement elevations for sanitary sewer service analysis
☒	A Development Summary Chart that should provide a summary of the typical lot size, quantity of lots, number of housing units, total acreage of the development, total acreage (by phase) of open space, total acreage dedicated for each type of use
☒	All survey information shall be tied into horizontal and vertical control provided by the City Engineer

Preliminary Drainage Plan - Submitted as Part of the Preliminary Plat

☒	A preliminary drainage design that will serve the area being developed and that will be compatible to any adjacent storm drainage system with a clear and unobstructed outlet
☒	The plan shall show the general suitability of the proposed development to support a storm water management system
☒	The plan shall be submitted on a 2-foot topographical contour map and should consist of two parts: - The major system is comprised of the 100-year flood route. The system should be laid out in a manner as to direct all excess storm water into the detention or retention area. - The minor system is comprised of storm sewers, inlets, etc.
☒	That plan shall include: - The approximate size and location of detention or retention facilities, which are required for each subdivision. - The approximate location of any 100-year flood boundary areas.
☒	The developer, owner or their engineer may apply to the Planning Commission for an exception to the detention or retention requirements. Each request shall be accompanied by a study showing the effects of the proposed and required drainage system on the watershed it is located in.

Construction Drawings – The minimum plan size shall be 24" x 36". Paper copies may be required based on project specifics. Final mylars and digital files will be required after approval.

☐	Application fee
☐	Date, north arrow, scale, and a legend for all symbols
☐	Evidence shall be provided that such plans have been duly approved by the Ohio Environmental Protection Agency, the applicable county health department, or any other governing agencies or departments when approval by such agencies is required by law
☐	Construction drawings showing all improvements, including storm and sanitary sewers, culverts, water and gas mains, with typical cross-sections of streets, profiles and any necessary special details
☐	Map showing division of drainage runoff areas and a complete set of storm water calculations determining pipe or ditch channel sizes and detention/retention volumes and routing
☐	NOTE: In the preparation of construction or improvement plans, every reasonable effort shall be made to avoid placing utility pipe lines, storm and sanitary sewer pipe lines (but not including service connections which must necessarily cross the streets) under pavements or curbs.
☐	As-built drawings.

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

Final Plat (No smaller than 1" = 100').

Paper copies may be required based on project specifics. Final mylars and digital files will be required after approval.

☐	Application fee
☐	Date, north arrow, scale, county, township, and range lines plus a legend for all symbols
☐	The name of the subdivision
☐	A copy of the approved preliminary plat, marked to show the outline of the phase being submitted as a final plat
☐	All dimensions shall be shown in feet and decimals of a foot.
☐	Accurate boundary lines, with dimensions and bearings or angles, which provide a survey of the tract, closing with an error of closure of not more than 1 foot in 10,000 feet, thereafter adjusted to close precisely.
☐	Accurate distances and directions to the nearest established street corner or official monuments. Reference comers shall be accurately described on the final plat.
☐	Accurate locations of all existing and recorded streets intersecting the boundaries of the tract.
☐	All data that would be necessary for an accurate metes and bounds legal description of the property included. The area shall be shown to the nearest 1/1,000 of an acre.
☐	Right-of-way lines of streets, easements and other rights-of-way, and property lines of lots and other tracts, with accurate dimensions, bearings and curve data, including radii, arcs, lengths, points of tangency and central angles.
☐	Name and right-of-way width for each street or other right-of-way.
☐	Location, dimensions and purposes of any easement shown by lightly dashed lines.
☐	Location of swales, ditches, storm sewers and any other drainage systems.
☐	Number to identify each lot or site, using lot numbers designated by the County Auditor, where the Auditor has such designation.
☐	Building setback or yard lines and dimensions.
☐	Location, type and material of all monuments and lot markers.
☐	Names of owners adopting such plat, with owner or owners' signatures properly notarized.
☐	Deed or acknowledgments, protective covenants or restrictions, statements of dedication of streets or roadways personally signed by owner or owners and duly notarized. (Mortgage release shall be provided for all dedicated streets or public areas where subdivided land is mortgaged, and shall be of record when plat is approved by Council.)
☐	Names of recorded owners of adjoining unplatted land, shown by medium dashed lines.
☐	Reference to recorded subdivision plats of adjoining platted land by recorded name, plat book and page, shown by medium dashed lines.
☐	Restrictions which will run with the land and become covenants in the deeds for lots. Where restrictions and protective covenants become of considerable length, they may be filed on a separate instrument with reference on the plat indicating book and page where instrument is recorded.
☐	Certification by the registered surveyor with registration number and seal affixed to all documents of the final plat
☐	Certification by the registered surveyor or registered professional engineer, stating that all lot dimensions and areas conform to the requirements of the zoning district in which it is located
☐	Deed of dedication of all public area
☐	Certificate for approval by the Director of Development
☐	Certificate for approval by the City Engineer
☐	Certificate for approval by the Board of Health and/or the Butler County Sanitary Engineer
☐	Certificate for approval by Council

Submittal Requirement Checklist

All plats and drawings shall be prepared by a professional engineer or surveyor, licensed in Ohio

☐	Where numerous existing lots are being replatted, the record plat shall also be accompanied by a Title Reference Plat, which shall show the new lots in solid lines superimposed over the old lots shown in short dash lines. This plat shall be made for recording purposes.
☐	Letters from each utility not controlled by the City indicating that the facilities and structures have passed inspection, if installed by developer's contractor.
☐	Reference to a homeowner's association or similar legal entity's responsibility to perpetually maintain all detention/retention basins where applicable and include a photocopy of the perpetual maintenance agreement to be recorded along with the final plat documents.

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**

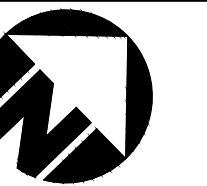
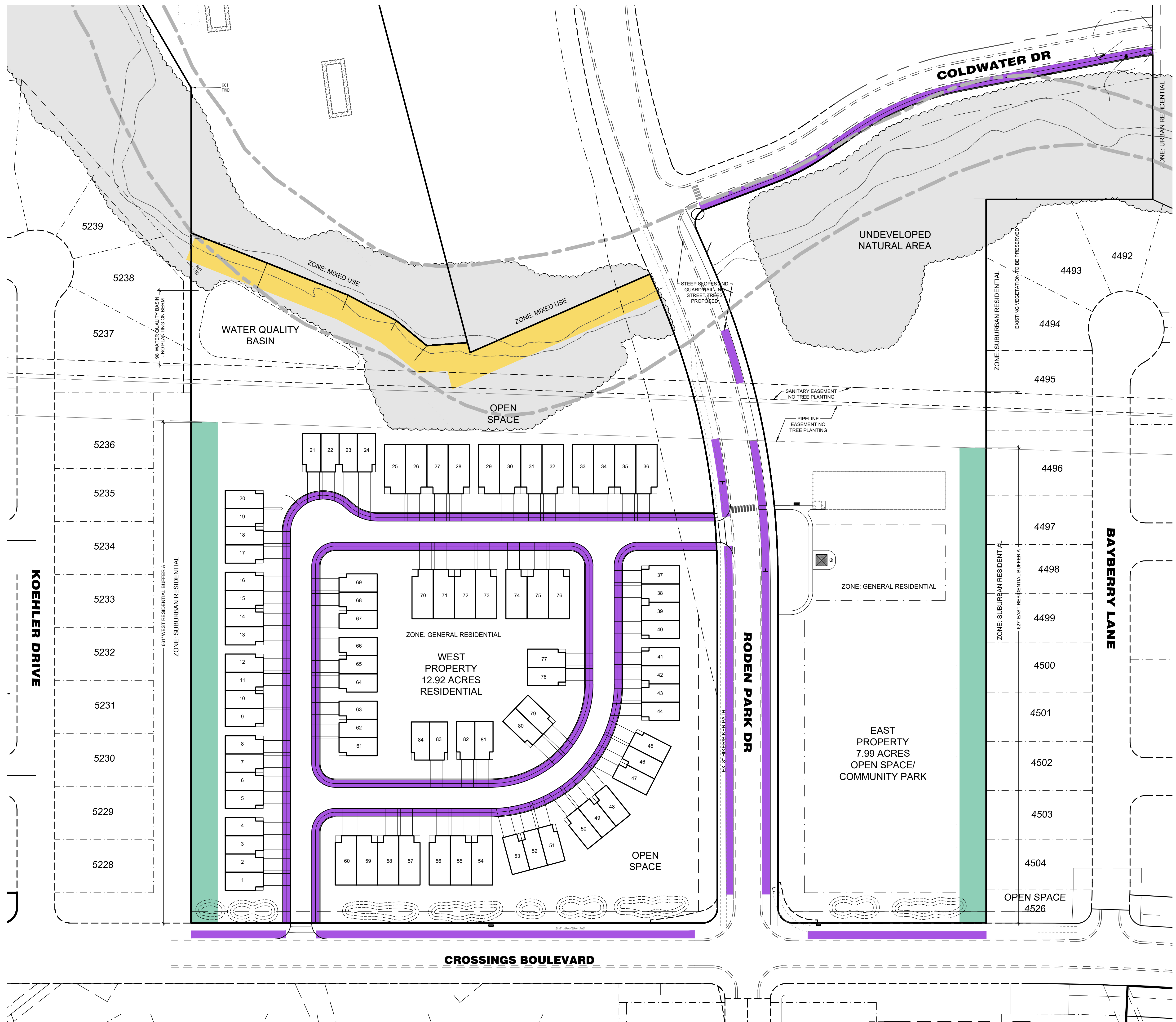
- **WEST: RODEN PARK DR. - STREET TREES**

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

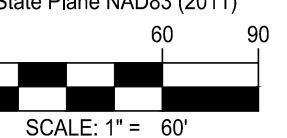
- *EAST: RODEN PARK DR. - STREET TREES*

- **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

LANDSCAPE PLAN: ZONING



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

0500 Tylerwine Road, Suite A
Mason, OH 45040 - 513.336.6600

0500 Tyler Avenue Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing:

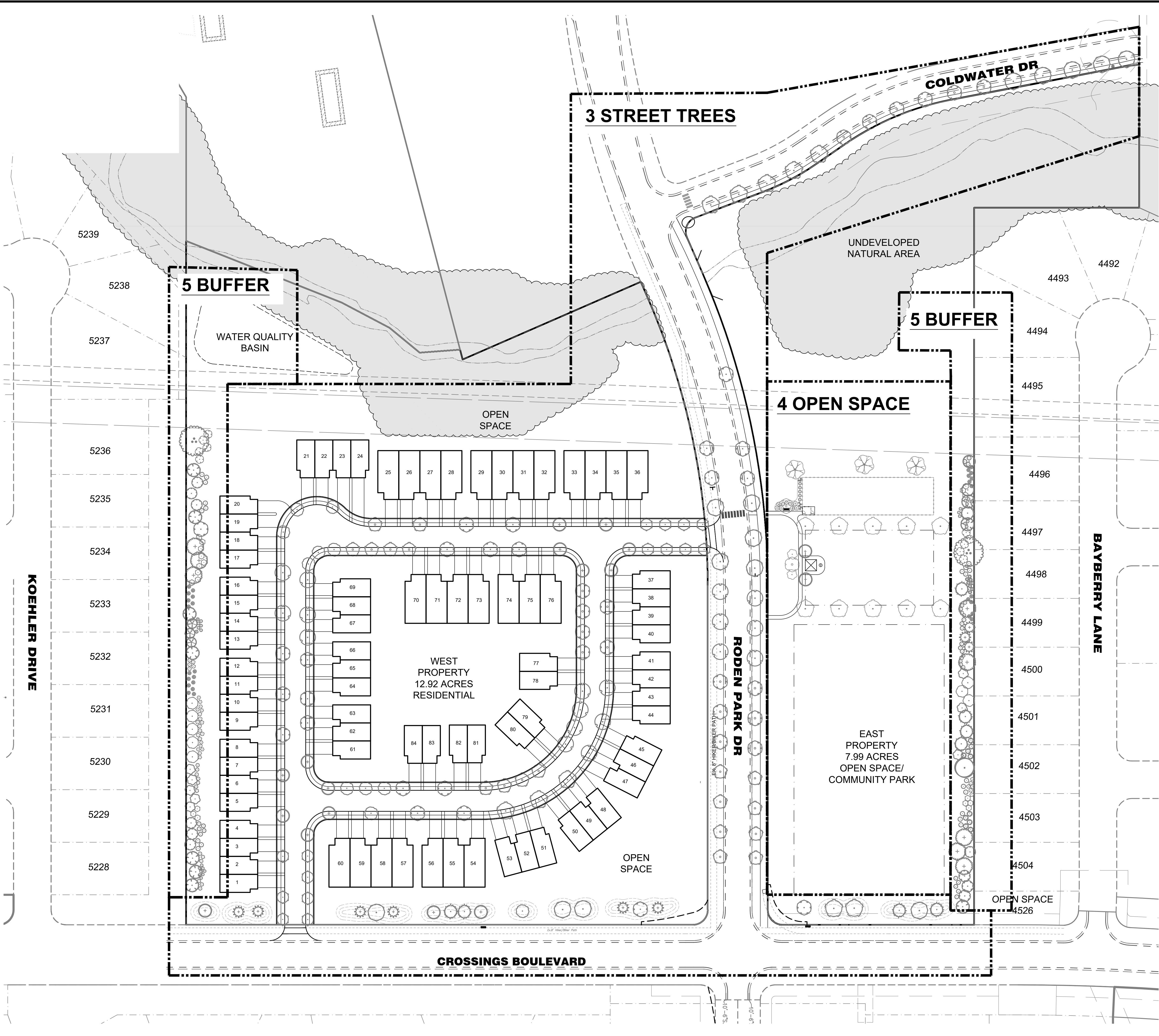
Drawn by: LEM

Checked By: AIB

Issue Date: 02-18-25

heet:

1





Basis of Bearing:
State Plane NAD83 (2011)

0 50 75

SCALE: 1" = 50'

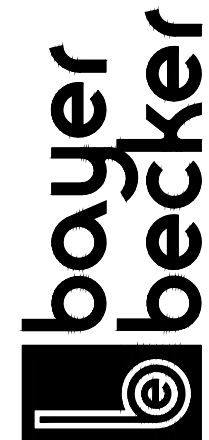
Date	Drawn	Checked
03-03-25	JAB	

Item	Revision Description
1	REVISED PER MONROE

TOWNES AT MONROE CROSSINGS

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

LANDSCAPE PLAN : OVERALL



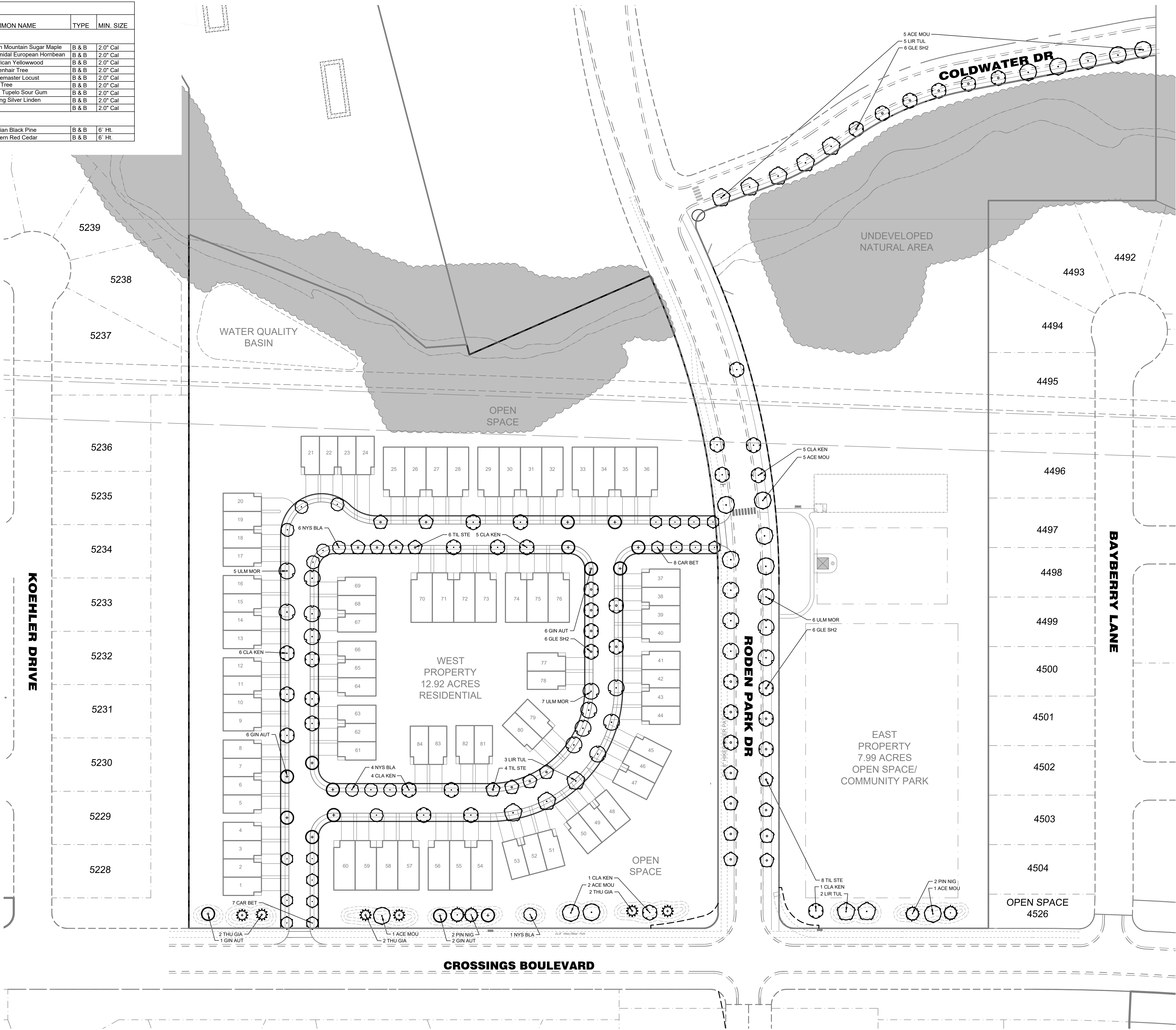
**bayer
becker**

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

Drawing:	21-0017.LA
Drawn by:	LEM
Checked By:	AJB
Issue Date:	02-18-25
Sheet:	2

Page 34

PLANT SCHEDULE					
CODE	QTY	BOTANICAL NAME	COMMON NAME	TYPE	MIN. SIZE
DECIDUOUS TREES					
ACE MOU	14	Acer saccharum 'Green Mountain' TM	Green Mountain Sugar Maple	B & B	2.0" Cal
CAR BET	15	Carpinus betulus 'Fastigiata'	Pyramidal European Hornbeam	B & B	2.0" Cal
CLA KEN	22	Cladrasis kentukea	American Yellowwood	B & B	2.0" Cal
GIN AUT	15	Ginkgo biloba 'Autumn Gold' TM	Maidenhair Tree	B & B	2.0" Cal
GLE SH2	18	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	2.0" Cal
LIR TUL	10	Liriodendron tulipifera	Tulip Tree	B & B	2.0" Cal
NYS BLA	11	Nyssa sylvatica 'Black Tupelo'	Black Tupelo Sour Gum	B & B	2.0" Cal
TIL STE	18	Tilia tomentosa 'Sterling'	Sterling Silver Linden	B & B	2.0" Cal
ULM MOR	18	Ulmus x 'Morton Accolade' TM	Elm	B & B	2.0" Cal
EVERGREEN TREES					
PIN NIG	4	Pinus nigra	Austrian Black Pine	B & B	6' Ht.
THU GIA	6	Thuja plicata 'Green Giant'	Western Red Cedar	B & B	6' Ht.





Basis of Bearing:
State Plane NAD83 (2011)

0 50 75
SCALE: 1" = 50'

Item	Revision Description	Date	Drawn	Checked
1	REVISED PER MONROE	03-03-25	JAB	

TOWNES AT MONROE CROSSINGS

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

LANDSCAPE PLAN: STREET TREES



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

Drawing: 21-0017.LA

Drawn by: LEM

Checked by: AJB

Issue Date: 02-18-25

Sheet:

3

Page 35



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 'Arcic Fire'	Arcic 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

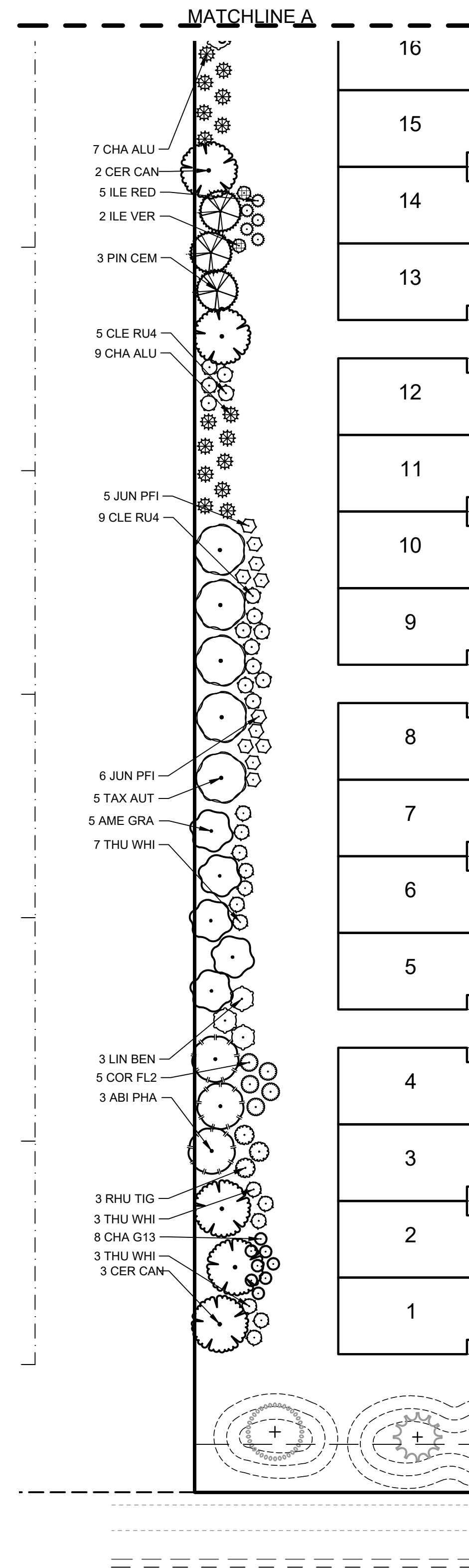
1 CER CAN
3 RHU TIG
3 ABI PHA

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 panorelopsis	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	Gleditsia triacanthos 'Ruby Spice'	Ruby Spice Cisthra	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
ER CAJ	3	Cercis canadensis	Eastern Redbud	B & B	2.0' Cal
COT GRO	3	Cotinus obovatus	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 PA3	5	Aesculus parviflora	Bottlebrush Buckeye	5 gal	24" Ht.
OLE RU4	6	Celtis alnifolia 'Ruby Spice'	Ruby Spice Celtis	5 gal	24" Ht.
COR FLR	14	Cornus species '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 lawsoniana 'Golden Mop'	Golden Mop 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.

TOWNES AT MONROE CROSSING

Preliminary Stormwater Management Plan

CITY OF MONROE, BUTLER COUNTY, OHIO

FEBRUARY 18, 2025

PREPARED BY:

BAYER BECKER

6900 TYLERSVILLE ROAD

MASON, OHIO 45040

P (513) 336-6600

STORM WATER MANAGEMENT

Townes at Monroe Crossing

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February 18, 2025

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Site Description
Townes at Monroe Crossing
February 18, 2025

The Townes at Monroe Crossing is an attached single-family residential development located in the City of Monroe, Butler County, Ohio. The site is located north of Crossing Boulevard and west of Roden Park Drive. Construction includes installation of approximately 1,800 LF of roadway and utilities and creation of 84 attached single family home lots. The site consists of 12.92 acres, approximately 10.94 acres will be impacted by construction activity. The site contains portions that were previously graded for farming activity and native regions that contain woods. The existing site contains 0.0% impervious coverage. Upon completion of construction (including home construction) the site will be comprised of approximately 49% impervious coverage.

As per the NRCS Web Soil Survey, soils within the development area are a mix of hydrologic soil groups B and D. More details regarding the soil types on the site are listed on the Post-Developed and Soils Map on Page 7.

The site discharges to Coldwater Creek. Coldwater Creek then flows North to the Great Miami River. All water resources within the site area are shown on the Post-Developed and Soils Map on Page 7.

The project has been designed in accordance with the Ohio EPA General Permit Authorization for Stormwater Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System. Additionally, the site has been designed in accordance with the stormwater requirements of the City of Monroe. This development is located within a region where detention is not required per prior detention waiver. Water Quality BMPs have been provided to the 21,222 CF of WQv required for the development.



Water Quality Volume

Project: Townes at Monroe Crossing Designed By: MGS Date: 2/18/25
Job No.: 21-0017 Checked By: Date:
Basin ID: Basin 1 Revised By: Date:

Required Water Quality Volume

$$WQ_v = P R_v A/12$$

New Development Only

Site Drainage Area (A) = 10.94 acres (To Basin) $WQ_v = 0.406$ acre-ft.

Rainfall Depth (P) = 0.9 in. Sediment Storage Allowance = 20 %
Sediment Storage Allowance = 0.081 Ac-ft

Runoff Coefficient (Rv) = 0.49
 $R_v = 0.05 + 0.9i$; i = fraction of post -construction impervious surface

Total $WQ_v = 0.487$ Ac-ft
= 21,222 cu.ft.

Impervious (i) = 0.49

Existing Imperv 0 ac
Proposed Imperv 5.407 ac

Water Quality Release Rate

$$Q_{wqv} = \text{Total } WQ_v / RT$$

Required Retention Time (RT) = 48 hours

$Q_{wqv} = 0.123$ cfs

Provided Retention Time (PT) = 55 hours

Water Quality Outlet Orifice

Contour Areas

	Elevation ft	Area ft ²	Volume ft ³	Cum. Vol. ft ³	Elevation at V	Storage at Elev	Area at Elev
Basin Inv. =	631.00	1005.10	0.00	0.00			
Contour 1 =	632.00	2599.20	1802.15	1802.15			
Contour 2 =	634.00	4289.25	6888.45	8690.60			
Contour 3 =	636.00	5394.10	9683.35	18373.95			
Contour 4 =	638.00	6505.60	11899.70	30273.65	636.48	21222.30	5660.152
Contour 5 =	640.00	7623.75	14129.35	44403.00			

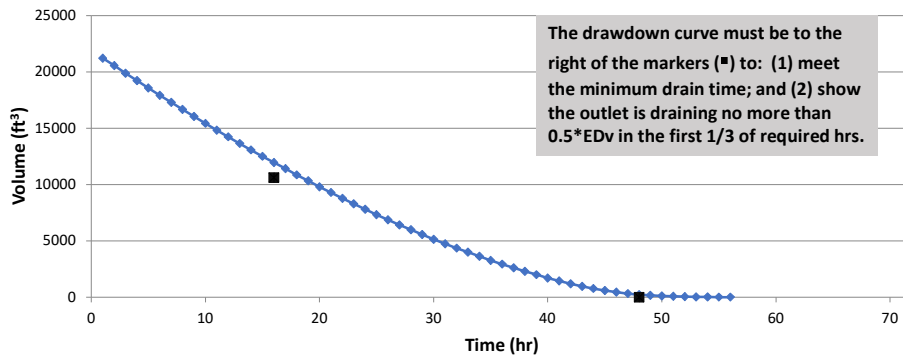
$$Q = N C_d A_o (2 g \Delta h)^{1/2}$$

$C_d = 0.61$
 $A_o = 0.0167 \pi D^2/4$ for circular orifices; $= h * w$ for rectangular orifices
 $g = 32.20$ ft/sec²
 $Q = 0.135$ cfs

Orifice h = 1.750 inch Orifice w = 0.00 inch (= 0 for circular orifice)
Number of orifices = N = 1

$\Delta h_{avg} = (\text{Elev at V} - \text{Basin Inv})/2 = 2.74$ ft

Basin - EDv Drawdown vs Time



Spillway

Q = 58.86 c.f.s.**	C=2.6	L=30	H=0.83
Spillway Invert			638.50
100 Year Weir Flow WS Elev			639.33
Top of Dike Elevation			640.50
Freeboard			1.17
Spillway Side Slope			3:1
Velocity (ft/s)			2.37

**Post-Developed 100yr Discharge



Water Quality Volume - Drawdown Calculation

Project: Townes at Monroe Crossing
Job No.: 21-0017
Basin ID: Basin 1
Designed By: MGS
Checked By:
Revised By:
Date: 2/18/25
Date:
Date:

Timestep 60 min
Orifice Diam. 1.75 in
Orifice Area 0.0167 ft
Orifice C 0.6
Orifice Inv 631.00
Q @ Top of Orifice 0.02

Drawdown Chart Data	
16	10,611
48	0

Time (hrs)	Stage	Storage	Discharge (c.f.s.)	Discharge (c.f.)
0	636.48	21222	0.187	673.18
1.000	636.37	20549	0.185	666.10
2.000	636.25	19883	0.183	659.01
3.000	636.14	19224	0.181	651.93
4.000	636.03	18572	0.179	644.85
5.000	635.91	17927	0.177	636.63
6.000	635.78	17291	0.174	627.92
7.000	635.65	16663	0.172	619.20
8.000	635.52	16043	0.170	610.48
9.000	635.39	15433	0.167	601.76
10.000	635.27	14831	0.165	593.04
11.000	635.15	14238	0.162	584.32
12.000	635.03	13654	0.160	575.60
13.000	634.91	13078	0.157	566.88
14.000	634.79	12511	0.155	558.15
15.000	634.67	11953	0.153	549.43
16.000	634.56	11404	0.150	540.70
17.000	634.45	10863	0.148	531.97
18.000	634.34	10331	0.145	523.24
19.000	634.23	9808	0.143	514.51
20.000	634.12	9293	0.140	505.78
21.000	634.02	8788	0.138	497.05
22.000	633.88	8291	0.135	485.43
23.000	633.74	7805	0.131	473.10
24.000	633.61	7332	0.128	460.77
25.000	633.47	6871	0.125	448.44
26.000	633.34	6423	0.121	436.10
27.000	633.21	5987	0.118	423.75
28.000	633.09	5563	0.114	411.40
29.000	632.97	5152	0.111	399.05
30.000	632.86	4753	0.107	386.69
31.000	632.74	4366	0.104	374.32
32.000	632.64	3992	0.101	361.95
33.000	632.53	3630	0.097	349.56
34.000	632.43	3280	0.094	337.18
35.000	632.33	2943	0.090	324.78
36.000	632.24	2618	0.087	312.37
37.000	632.15	2306	0.083	299.95
38.000	632.06	2006	0.080	287.53
39.000	631.95	1718	0.075	271.68
40.000	631.80	1447	0.069	247.33
41.000	631.67	1199	0.062	222.87
42.000	631.54	976	0.055	198.25
43.000	631.43	778	0.048	173.44
44.000	631.34	605	0.041	148.37
45.000	631.25	456	0.034	122.93
46.000	631.18	333	0.027	96.92
47.000	631.13	236	0.020	70.33
48.000	631.09	166	0.014	49.41
49.000	631.06	117	0.010	34.71
50.000	631.05	82	0.007	24.38
51.000	631.03	58	0.005	17.13
52.000	631.02	40	0.003	12.03
53.000	631.02	28	0.002	8.45
54.000	631.01	20	0.002	5.94
55.000	631.01	14	0.001	4.17
	631.01	10	0.001	2.93
	631.00	7	0.001	2.06
	631.00	5	0.000	1.45
	631.00	3	0.000	1.02
	631.00	2	0.000	0.71
	631.00	2	0.000	0.50
	631.00	1	0.000	0.35
	631.00	1	0.000	0.25
	631.00	1	0.000	0.17
	631.00	0	0.000	0.12
	631.00	0	0.000	0.09
	631.00	0	0.000	0.06
	631.00	0	0.000	0.04
	631.00	0	0.000	0.03
	631.00	0	0.000	0.02
	631.00	0	0.000	0.01
	631.00	0	0.000	0.01

Stage	Storage (cf)
631.00	0.00
632.00	1802.15
634.00	8690.60
636.00	18373.95
638.00	30273.65
640.00	44403.00

The stage and storage columns to the left may need to be adjusted based on design



Sediment Basin Design

Project: Townes at Monroe Crossing Designed By: MGS Date: 2/18/25
 Job No.: 21-0017 Checked By: Date:
 Basin ID: Basin 1 Revised By: Date:

Required Sediment Storage

Sediment Storage: 1000 cu.ft./disturbed acre
 Disturbed Tributary Area: 10.94 acres
 Required Sediment Storage: 10940.00 cu.ft.
 0.25 ac-ft

Required Dewatering Storage

Dewatering Volume: 1800 cu.ft./tributary acre
 Tributary Area: 10.94 acres
 Required Dewatering Storage: 19692 cu.ft.
 0.45 ac-ft

Sediment Storage Elevation

Contour Areas

	Elevation ft	Area ft ²	Volume ft ³	Cum. Vol. ft ³	Elevation at V	Storage at Elev
Basin Inv. =	631.00	1005.1	0.00	0.00		
Contour 1 =	632.00	2599.20	1802.15	1802.15		
Contour 2 =	634.00	4289.25	6888.45	8690.60		
Contour 3 =	635.00	4846.90	4568.08	13258.68	634.49	10940.00

Dewatering Storage Elevation

Contour Areas

	Elevation ft	Area ft ²	Volume ft ³	Cum. Vol. ft ³	Elevation at V	Storage at Elev
Outlet Inv. =	635.00	4846.90	0.00	0.00		
Contour 1 =	636.00	5394.1	5120.50	5120.50		
Contour 2 =	638.00	6505.6	11899.70	17020.20		
Contour 3 =	638.50	6799.15	3326.19	20346.39	638.40	19692.00

$$Q = N C_d A_o (2g \Delta h)^{1/2}$$

$$C_d = 0.61$$

$$A_o = \pi D^2/4 \text{ for circular orifices; } = h * w \text{ for rectangular orifices}$$

$$g = 32.20 \text{ ft/sec}^2$$

$$\text{Required Volume} = V = 19692 \text{ ft}^3$$

$$\text{Elevation at V} = 638.40$$

$$\text{Number of orifices} = N = 1$$

$$\text{Orifice } h = 1.750 \text{ inch}$$

$$\text{Orifice } w = 0.00 \text{ inch (= 0 for circular orifice)}$$

$$\Delta h^{avg} = (\text{Elev at V} - \text{Basin Inv})/2 - 1/2 h = 1.63 \text{ ft}$$

$$\text{Actual } A = 2.41 \text{ in}^2$$

$$\text{Storage} = 19,692 \text{ ft}^3$$

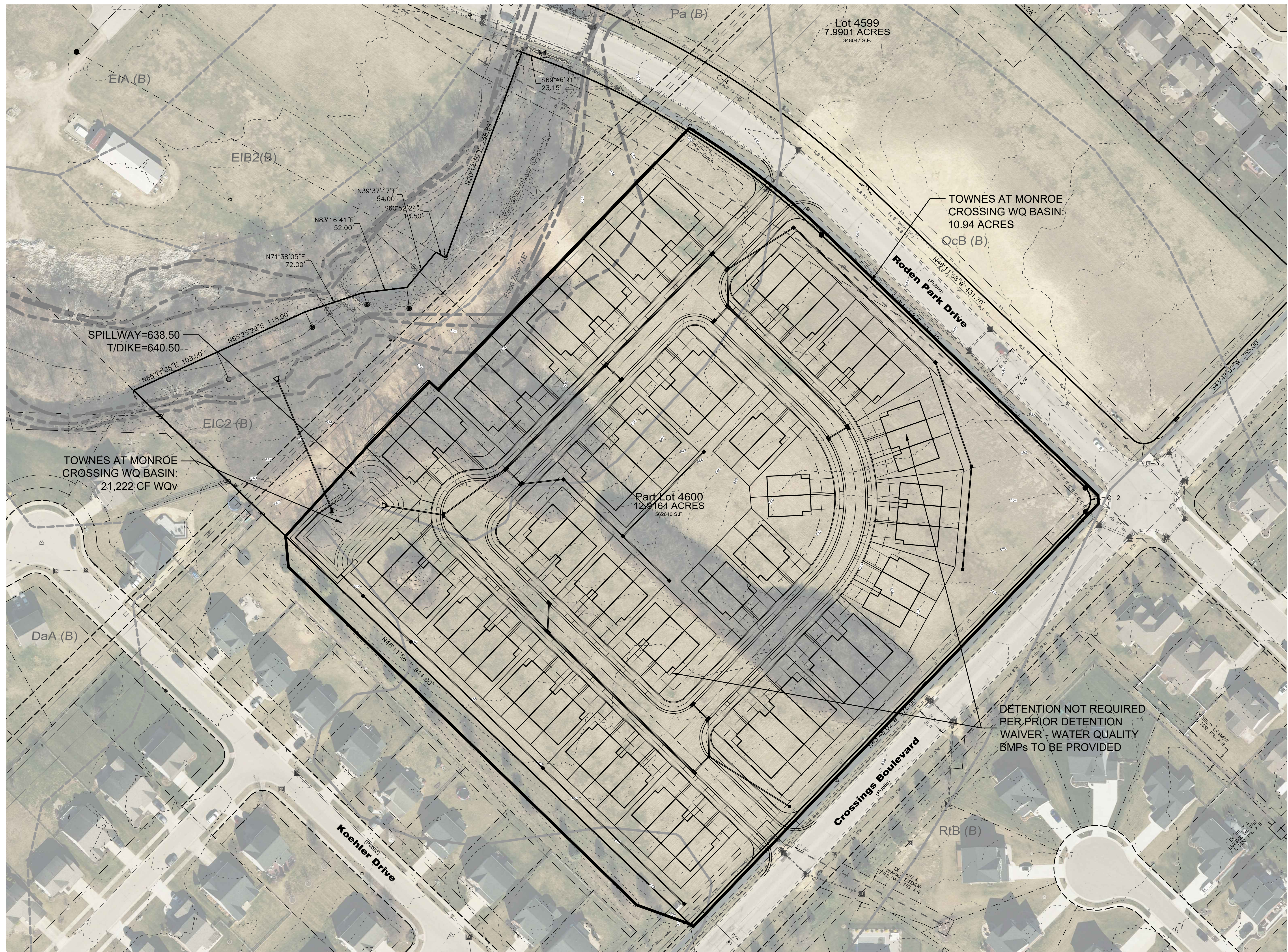
$$Q = 0.104 \text{ cfs}$$

$$\text{Provided Retention Time} = 52 \text{ Hours}$$

Sediment Storage Required: 0.25 ac-ft
 Sediment Storage Provided: 0.30 ac-ft
 Sediment Storage Zone Depth: 4.00 ft

Dewatering Volume Required: 0.45 ac-ft
 Dewatering Volume Provided: 0.47 ac-ft
 Dewatering Zoning Depth: 3.50 ft

Total Basin Depth 7.50 ft

[illegible]

Project: Townes at Monroe Crossing

Drainage Area Description:

Post-developed Onsite

Job #: 21-0017
Initials: MGS
Date: 2/18/2025
Revised:

Drainage Area = 10.94 Acres

Soil Types: 100 % Type 'B'

Land Use: Open Space 51%
Impervious 49%

Composite Runoff Curve Number:

Ground Cover	Soil Type	CN	Soil Type %	Land Use	CN*Soil %*Land %
Open Space	B	61	100	51%	30.9
Impervious	B	98	100	49%	48.4

Composite CN = 79.3

Time of Concentration:

Tc= 10 minutes

Tc
0.167 hr

Tc = 0.17 hr
10 min



Legend

Hyd.	Origin	Description
1	SCS Runoff	Post Drainage Area
2	Reservoir	WQv Basin Release

Hydrograph Return Period Recap

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	-----	11.30	17.21	-----	24.81	31.22	40.62	49.00	58.86	Post Drainage Area
2	Reservoir	1	10.54	16.39	-----	23.67	29.22	32.10	33.95	36.21	WQv Basin Release

Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Monday, 02 / 17 / 2025

Pond No. 4 - WQv Basin

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Beginning Elevation = 631.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	631.00	1,005	0	0
1.00	632.00	2,599	1,802	1,802
3.00	634.00	4,289	6,888	8,690
5.00	636.00	5,394	9,683	18,373
7.00	638.00	6,505	11,899	30,272
9.00	640.00	7,623	14,128	44,400

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 24.00	Inactive	0.00	0.00
Span (in)	= 24.00	1.75	0.00	0.00
No. Barrels	= 1	1	0	0
Invert El. (ft)	= 631.00	631.00	0.00	0.00
Length (ft)	= 183.00	0.00	0.00	0.00
Slope (%)	= 0.70	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 12.00	30.00	0.00	0.00
Crest El. (ft)	= 636.50	638.50	0.00	0.00
Weir Coeff.	= 3.33	2.60	3.33	3.33
Weir Type	= Rect	Broad	---	---
Multi-Stage	= Yes	Yes	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
0.00	0	631.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.10	180	631.10	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.20	360	631.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.30	541	631.30	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.40	721	631.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.50	901	631.50	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.60	1,081	631.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.70	1,261	631.70	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.80	1,442	631.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.90	1,622	631.90	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.00	1,802	632.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.20	2,491	632.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.40	3,180	632.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.60	3,868	632.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
1.80	4,557	632.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.00	5,246	633.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.20	5,935	633.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.40	6,624	633.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.60	7,312	633.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
2.80	8,001	633.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.00	8,690	634.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.20	9,658	634.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.40	10,627	634.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.60	11,595	634.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
3.80	12,563	634.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.00	13,532	635.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.20	14,500	635.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.40	15,468	635.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.60	16,436	635.60	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
4.80	17,405	635.80	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
5.00	18,373	636.00	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
5.20	19,563	636.20	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
5.40	20,753	636.40	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
5.60	21,943	636.60	1.26 ic	0.00	---	---	1.26	0.00	---	---	---	---	1.263
5.80	23,133	636.80	6.57 ic	0.00	---	---	6.57	0.00	---	---	---	---	6.566
6.00	24,323	637.00	14.13 ic	0.00	---	---	14.13	0.00	---	---	---	---	14.13
6.20	25,512	637.20	23.41 oc	0.00	---	---	23.41	0.00	---	---	---	---	23.41

Continues on next page...

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
6.40	26,702	637.40	29.64 oc	0.00	---	---	29.64 s	0.00	---	---	---	---	29.64
6.60	27,892	637.60	30.80 oc	0.00	---	---	30.80 s	0.00	---	---	---	---	30.80
6.80	29,082	637.80	31.61 oc	0.00	---	---	31.61 s	0.00	---	---	---	---	31.61
7.00	30,272	638.00	32.29 oc	0.00	---	---	32.28 s	0.00	---	---	---	---	32.28
7.20	31,685	638.20	32.89 oc	0.00	---	---	32.89 s	0.00	---	---	---	---	32.89
7.40	33,098	638.40	33.46 oc	0.00	---	---	33.45 s	0.00	---	---	---	---	33.45
7.60	34,510	638.60	34.01 oc	0.00	---	---	32.00 s	2.00 s	---	---	---	---	34.00
7.80	35,923	638.80	34.55 oc	0.00	---	---	28.75 s	5.75 s	---	---	---	---	34.50
8.00	37,336	639.00	35.06 oc	0.00	---	---	26.45 s	8.56 s	---	---	---	---	35.01
8.20	38,749	639.20	35.55 oc	0.00	---	---	24.75 s	10.71 s	---	---	---	---	35.46
8.40	40,162	639.40	36.03 oc	0.00	---	---	23.55 s	12.47 s	---	---	---	---	36.02
8.60	41,574	639.60	36.51 oc	0.00	---	---	22.59 s	13.89 s	---	---	---	---	36.48
8.80	42,987	639.80	36.97 oc	0.00	---	---	21.79 s	15.05 s	---	---	---	---	36.85
9.00	44,400	640.00	37.43 oc	0.00	---	---	21.05 s	15.97 s	---	---	---	---	37.02

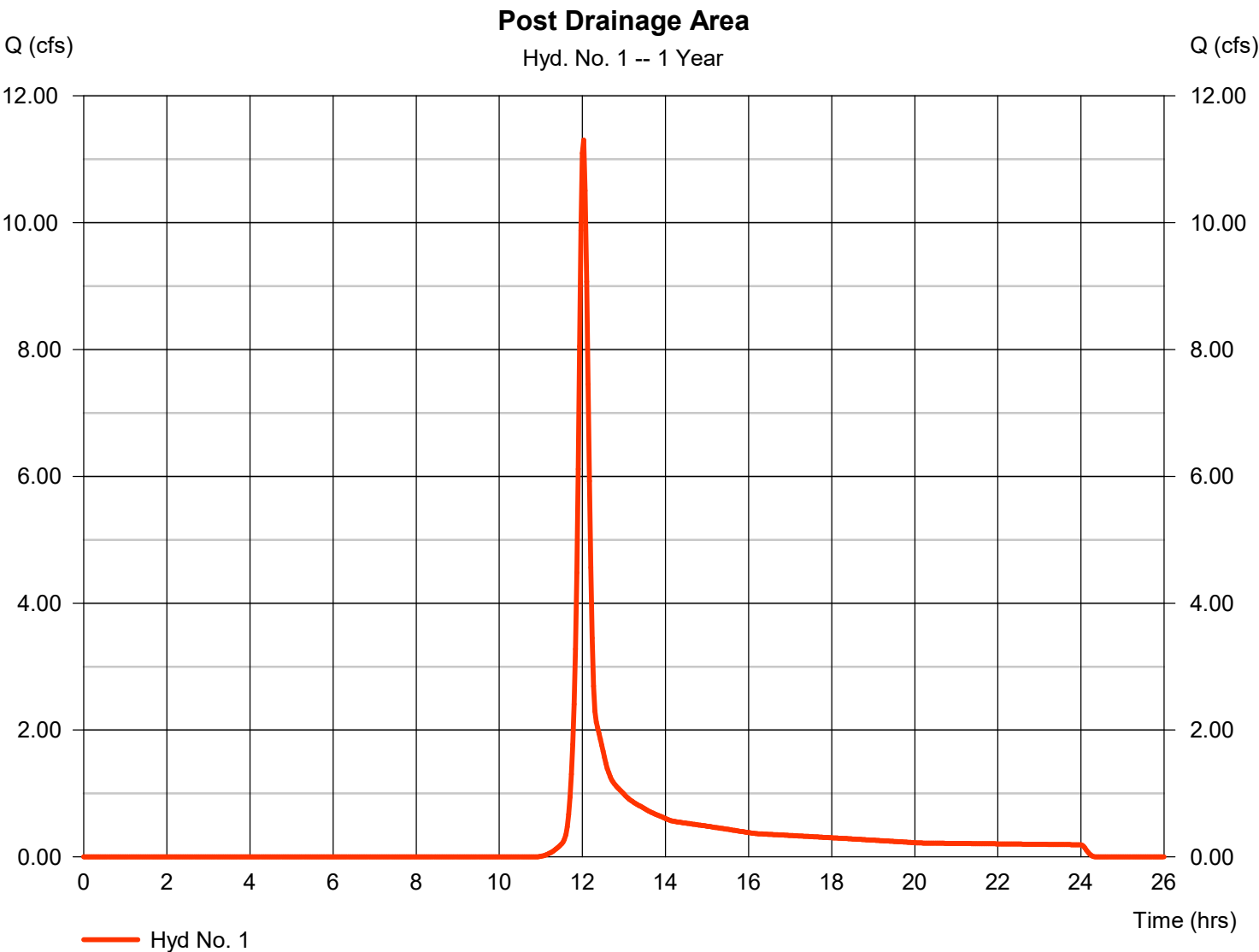
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Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	=	SCS Runoff	Peak discharge	=	11.30 cfs
Storm frequency	=	1 yrs	Time to peak	=	12.03 hrs
Time interval	=	2 min	Hyd. volume	=	30,297 cuft
Drainage area	=	10.940 ac	Curve number	=	79.3
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	10.00 min
Total precip.	=	2.33 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



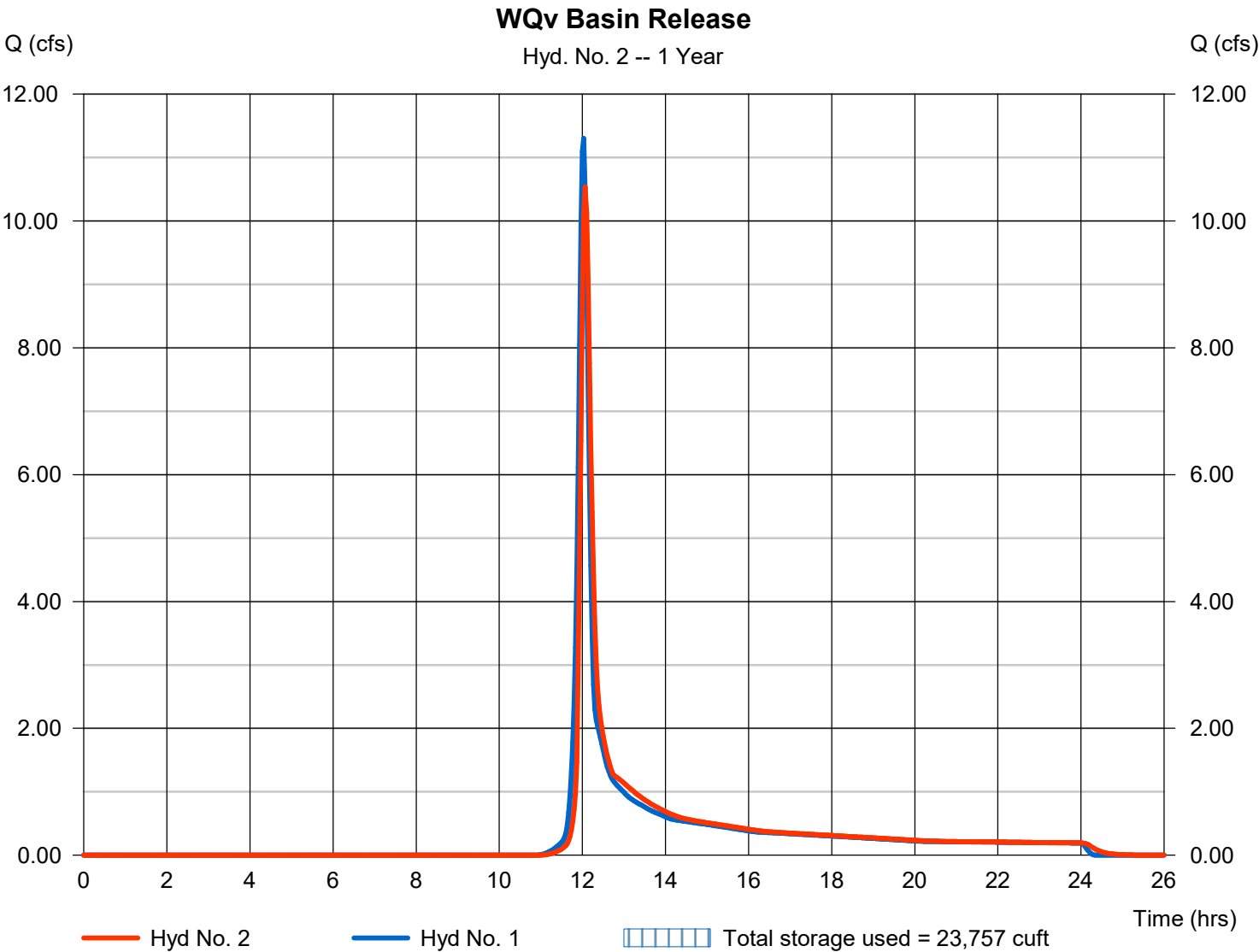
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 10.54 cfs
Storm frequency	= 1 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 30,296 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 636.91 ft
Reservoir name	= WQv Basin	Max. Storage	= 23,757 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

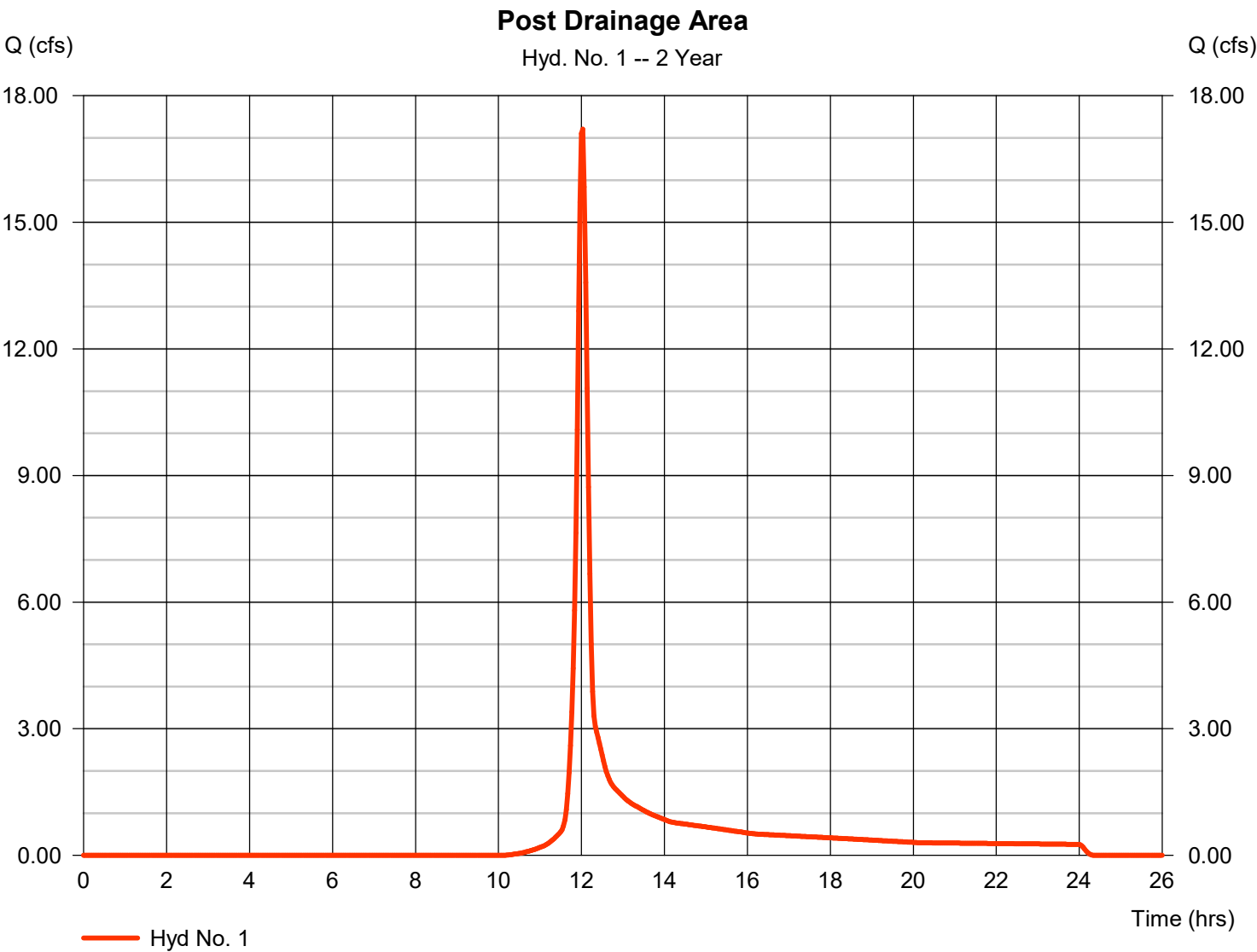


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 17.21 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.03 hrs
Time interval	= 2 min	Hyd. volume	= 45,237 cuft
Drainage area	= 10.940 ac	Curve number	= 79.3
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 2.86 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



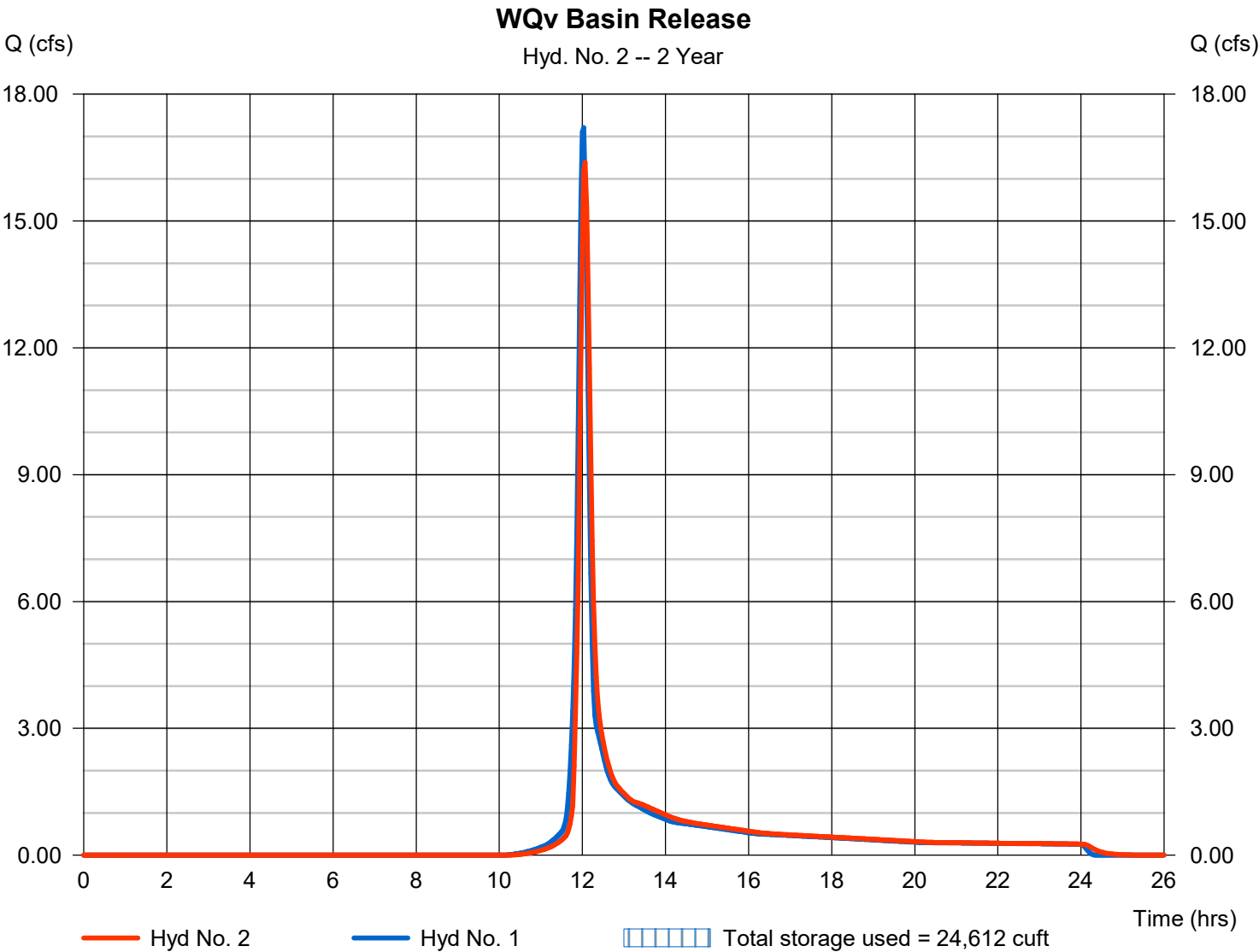
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 16.39 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 45,237 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 637.05 ft
Reservoir name	= WQv Basin	Max. Storage	= 24,612 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

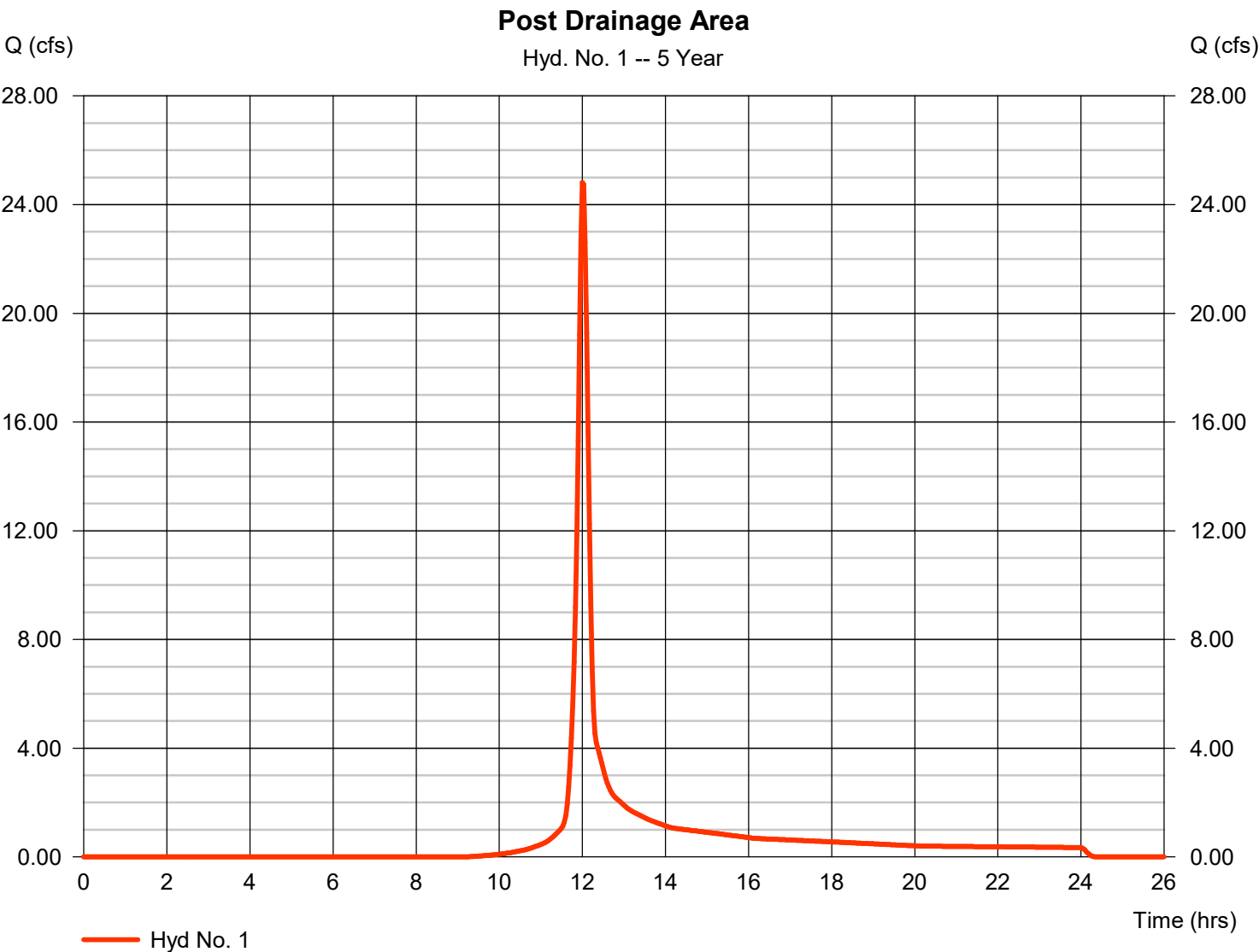


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 24.81 cfs
Storm frequency	= 5 yrs	Time to peak	= 12.00 hrs
Time interval	= 2 min	Hyd. volume	= 64,669 cuft
Drainage area	= 10.940 ac	Curve number	= 79.3
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 3.49 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



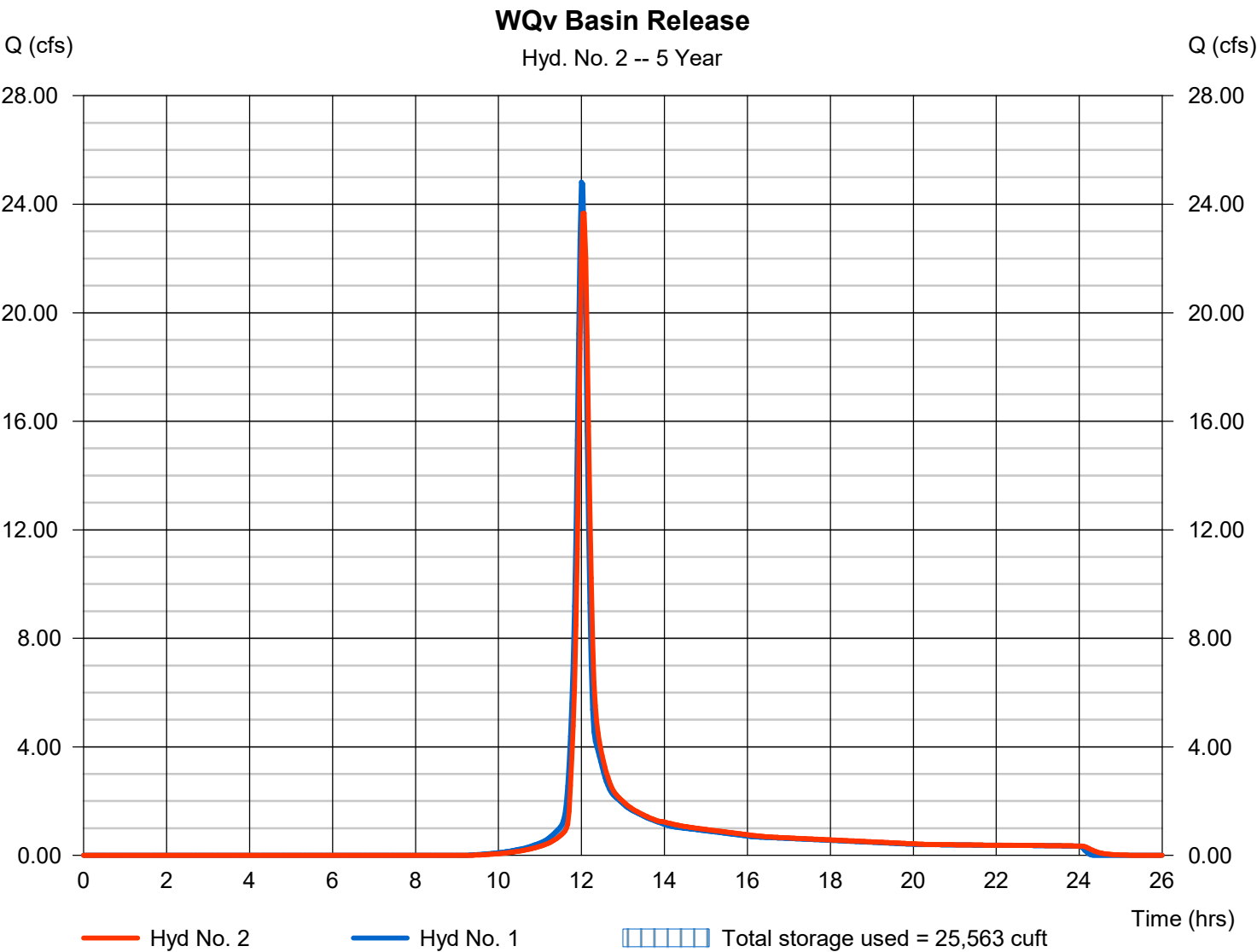
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 23.67 cfs
Storm frequency	= 5 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 64,668 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 637.21 ft
Reservoir name	= WQv Basin	Max. Storage	= 25,563 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

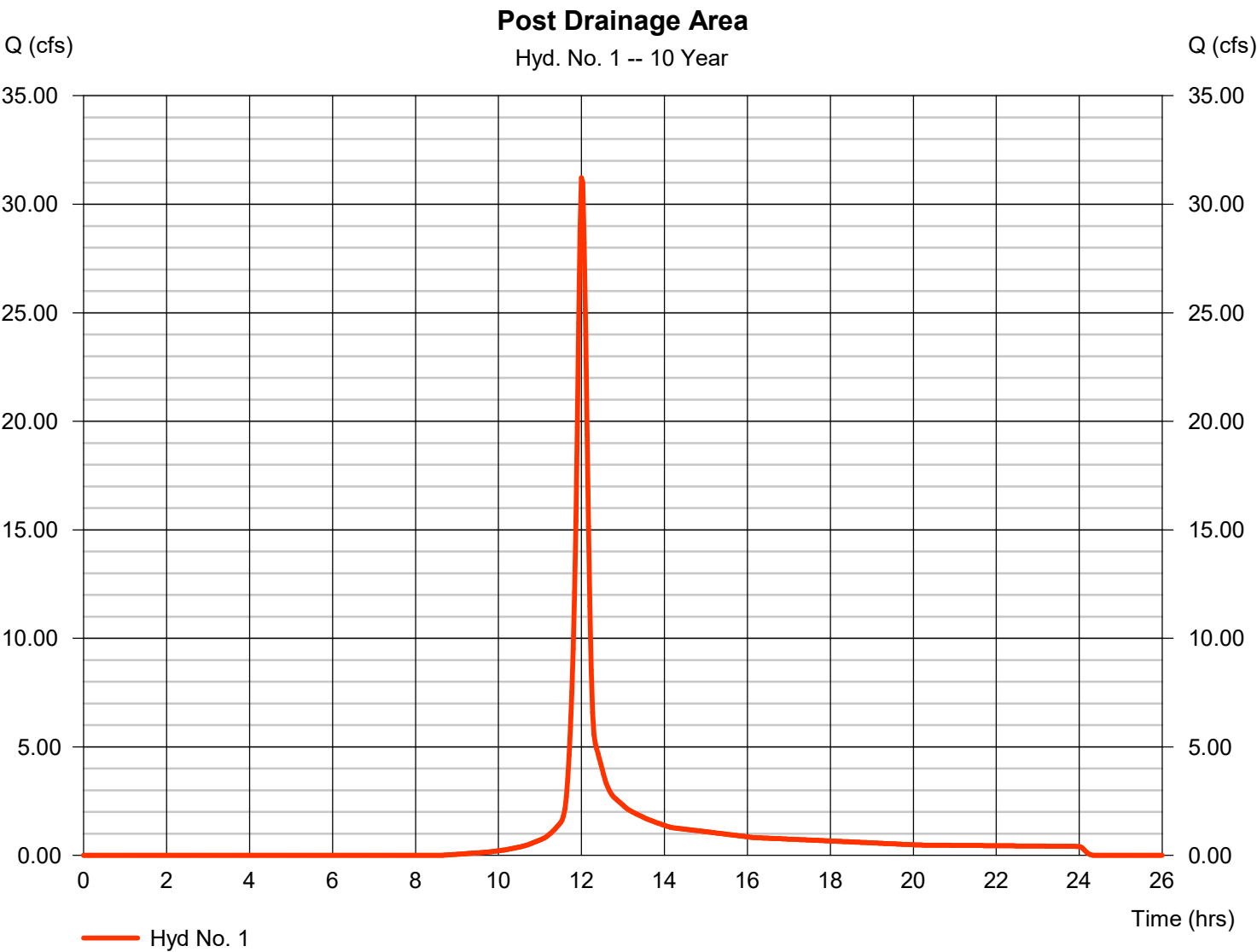


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 31.22 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.00 hrs
Time interval	= 2 min	Hyd. volume	= 81,031 cuft
Drainage area	= 10.940 ac	Curve number	= 79.3
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 3.99 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



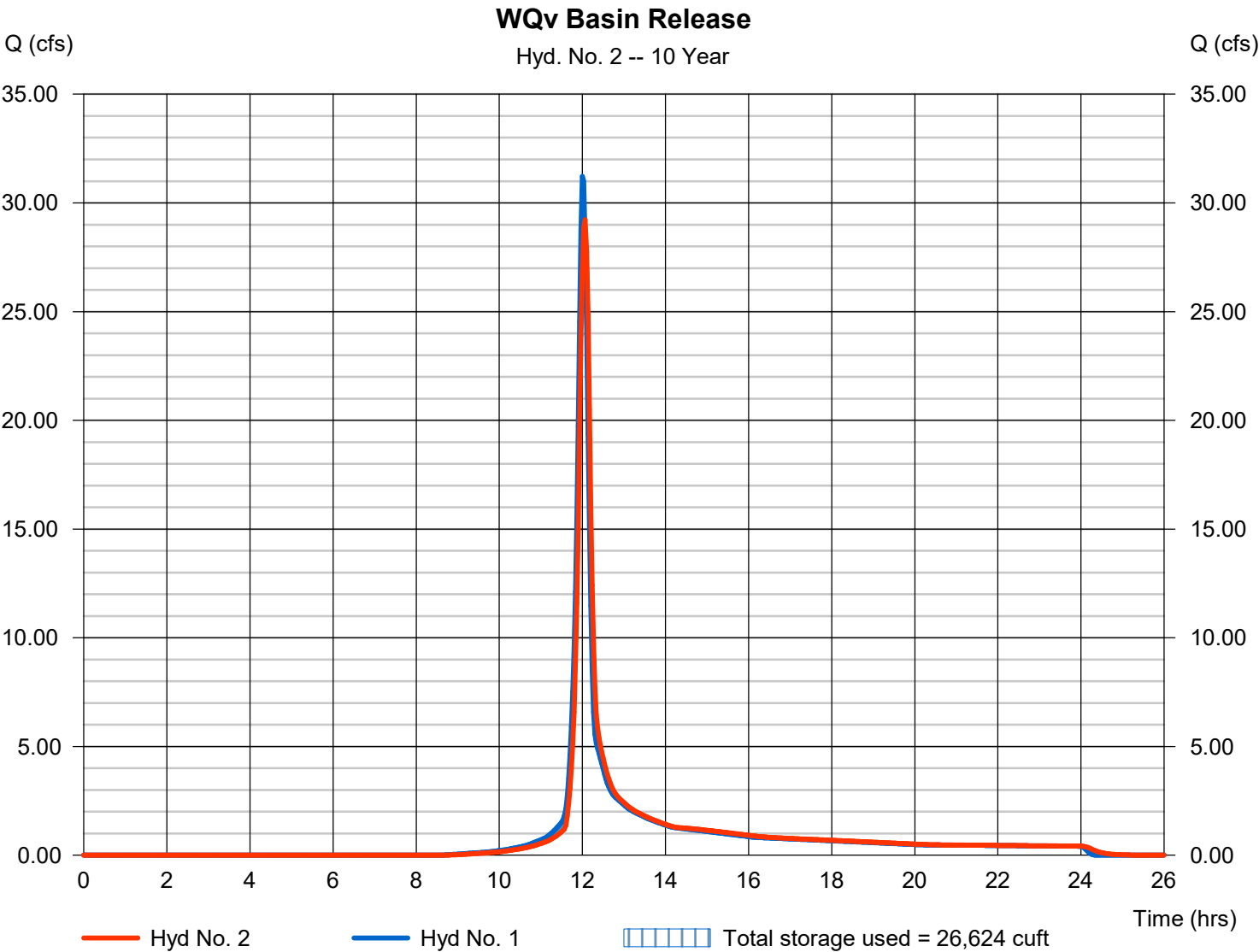
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 29.22 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 81,030 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 637.39 ft
Reservoir name	= WQv Basin	Max. Storage	= 26,624 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

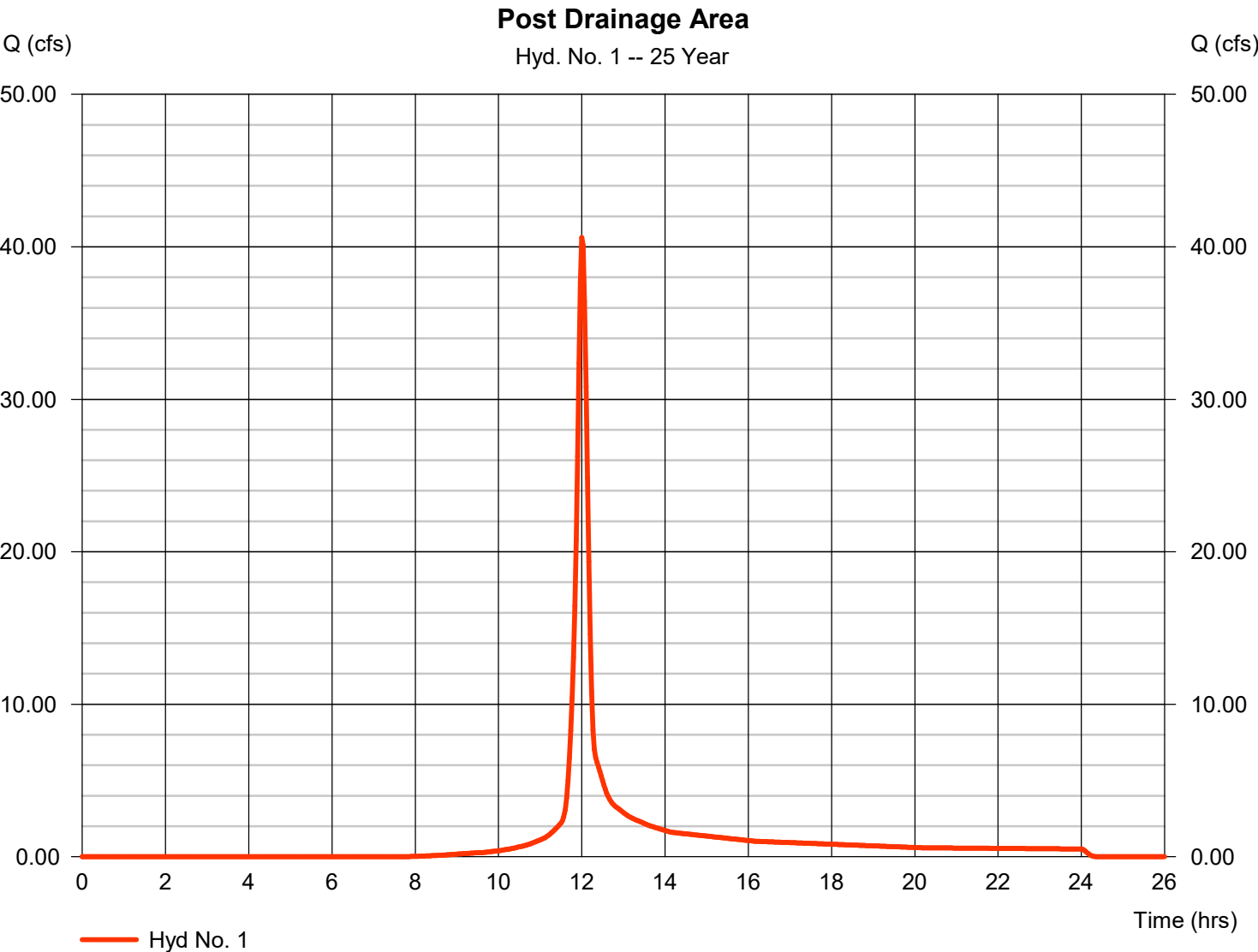


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 40.62 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.00 hrs
Time interval	= 2 min	Hyd. volume	= 105,306 cuft
Drainage area	= 10.940 ac	Curve number	= 79.3
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 4.70 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



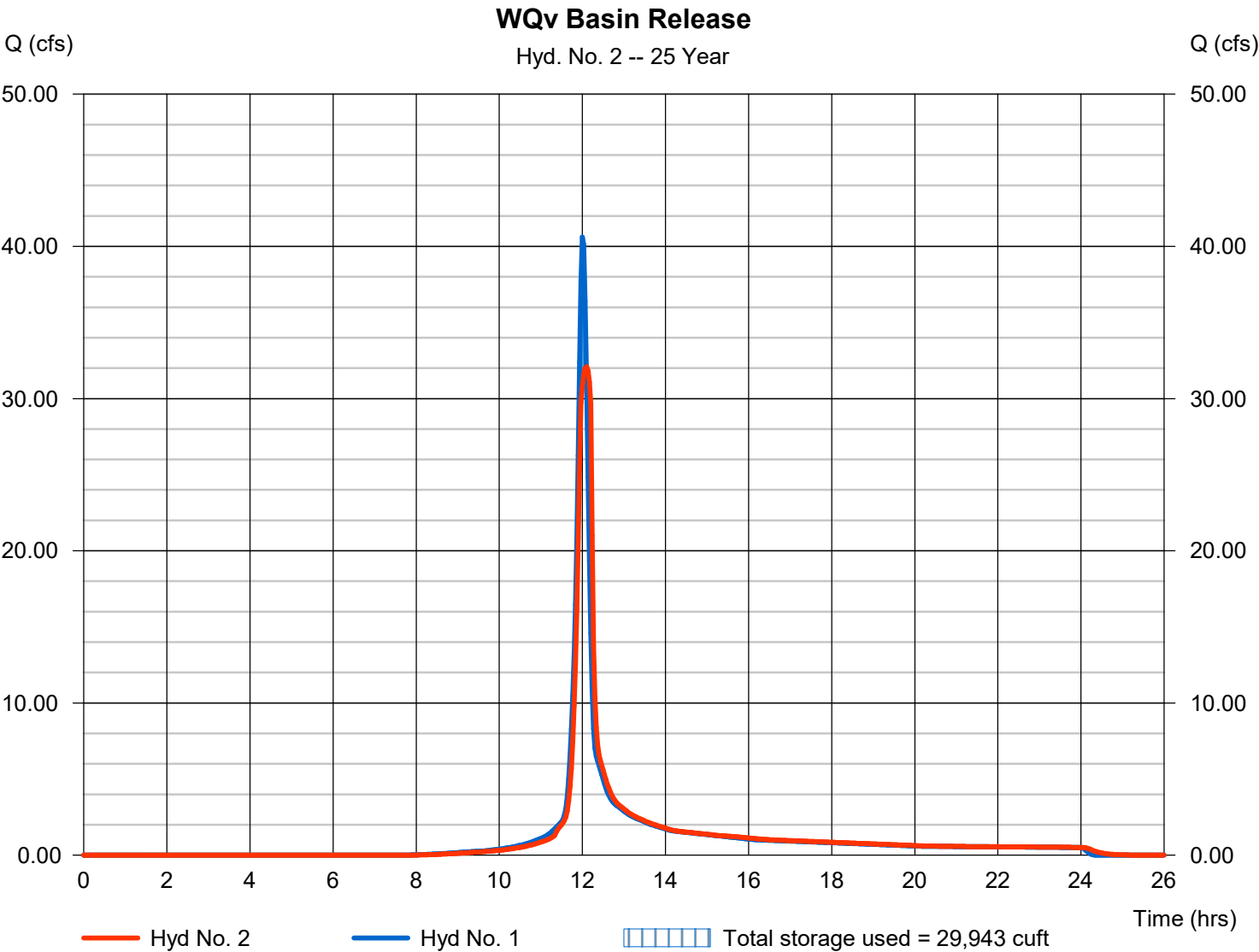
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 32.10 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.10 hrs
Time interval	= 2 min	Hyd. volume	= 105,305 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 637.94 ft
Reservoir name	= WQv Basin	Max. Storage	= 29,943 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

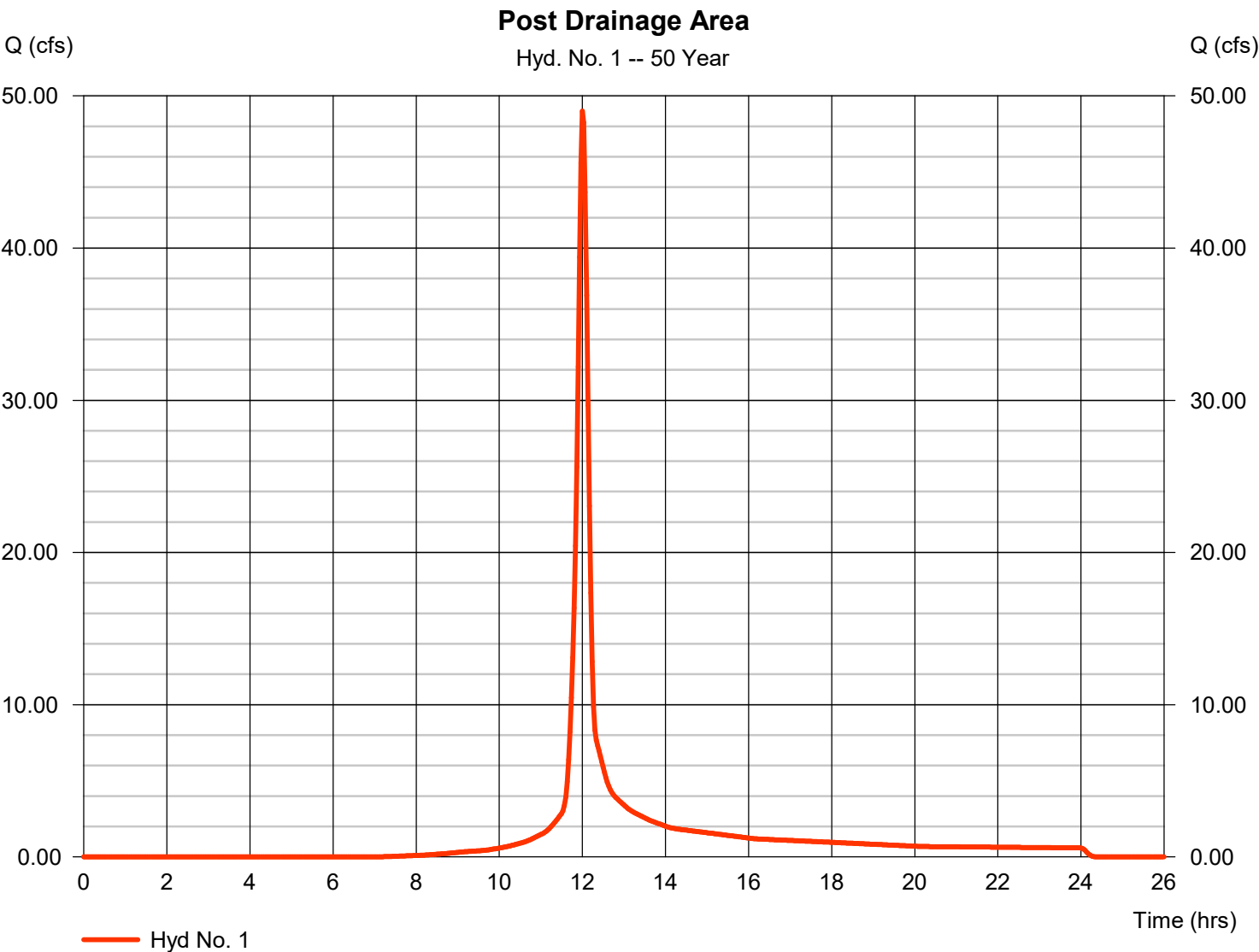


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	= SCS Runoff	Peak discharge	= 49.00 cfs
Storm frequency	= 50 yrs	Time to peak	= 12.00 hrs
Time interval	= 2 min	Hyd. volume	= 127,256 cuft
Drainage area	= 10.940 ac	Curve number	= 79.3
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 5.32 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



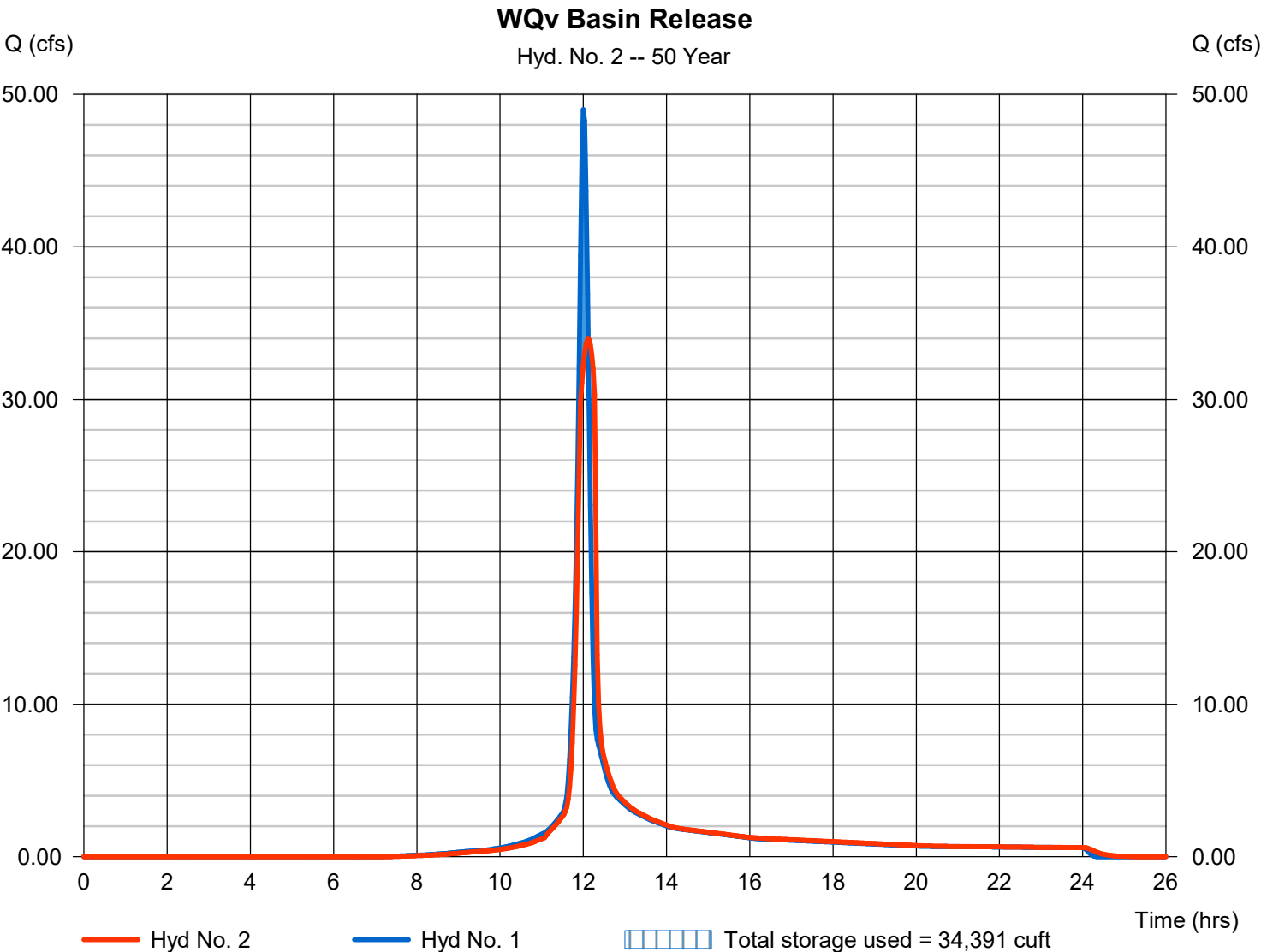
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 33.95 cfs
Storm frequency	= 50 yrs	Time to peak	= 12.10 hrs
Time interval	= 2 min	Hyd. volume	= 127,255 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 638.58 ft
Reservoir name	= WQv Basin	Max. Storage	= 34,391 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.

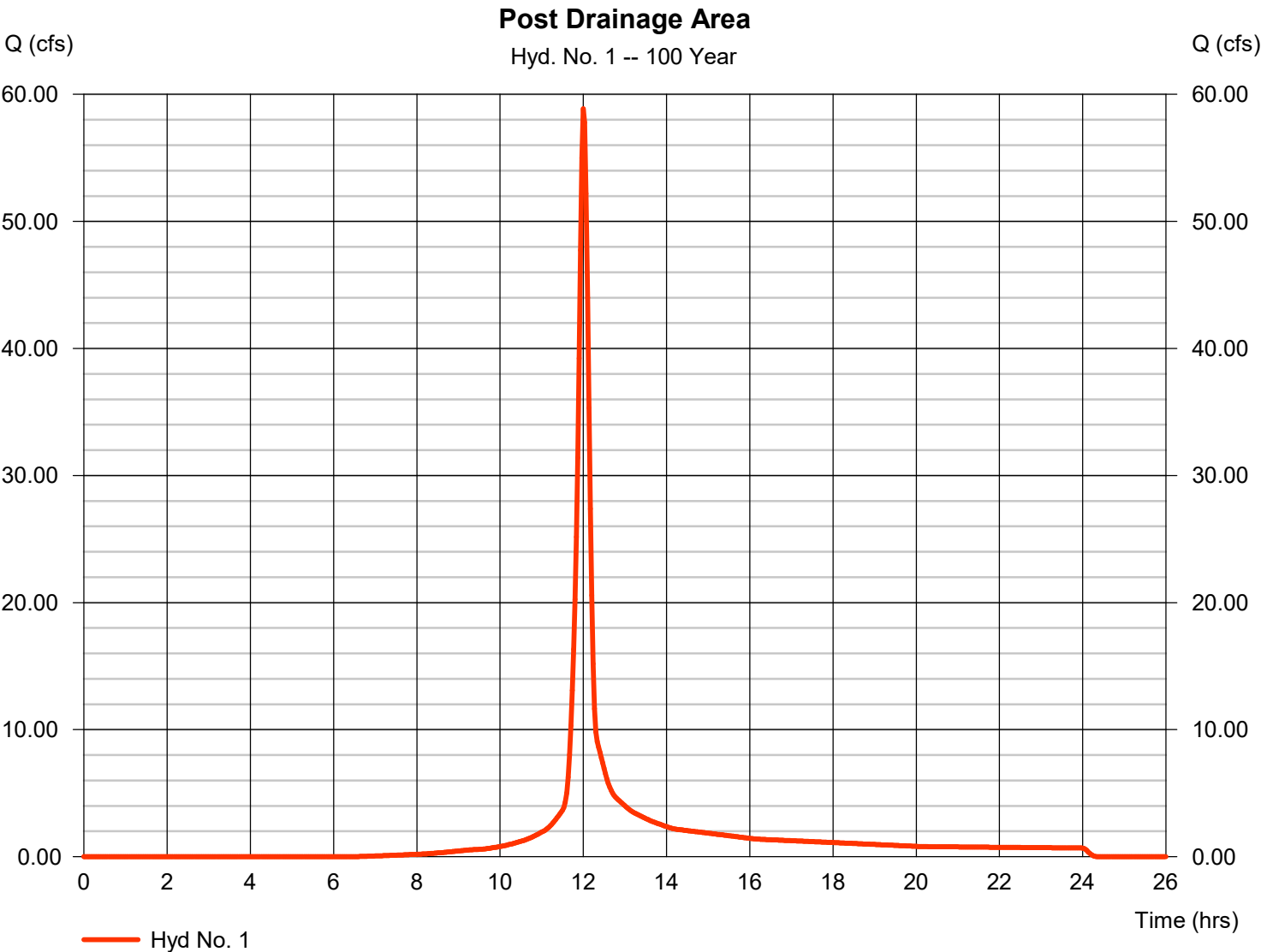


Hydrograph Report

Hyd. No. 1

Post Drainage Area

Hydrograph type	=	SCS Runoff	Peak discharge	=	58.86 cfs
Storm frequency	=	100 yrs	Time to peak	=	12.00 hrs
Time interval	=	2 min	Hyd. volume	=	153,406 cuft
Drainage area	=	10.940 ac	Curve number	=	79.3
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	10.00 min
Total precip.	=	6.04 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484



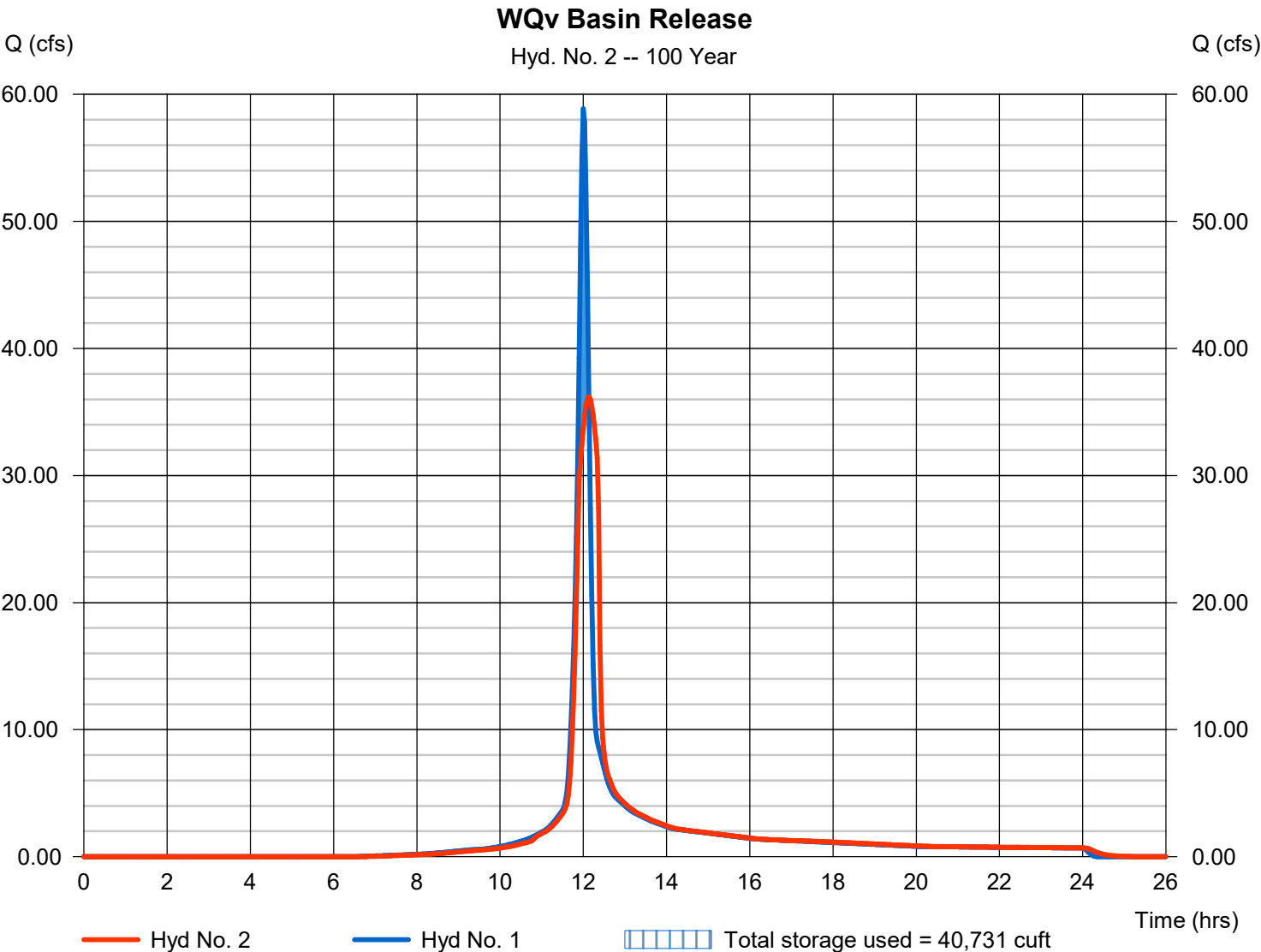
Hydrograph Report

Hyd. No. 2

WQv Basin Release

Hydrograph type	= Reservoir	Peak discharge	= 36.21 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.13 hrs
Time interval	= 2 min	Hyd. volume	= 153,405 cuft
Inflow hyd. No.	= 1 - Post Drainage Area	Max. Elevation	= 639.48 ft
Reservoir name	= WQv Basin	Max. Storage	= 40,731 cuft

Storage Indication method used. Wet pond routing start elevation = 636.40 ft.



Hydraflow Rainfall Report

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	46.3351	9.5000	0.8674	-----
2	59.3530	10.3000	0.8794	-----
3	0.0000	0.0000	0.0000	-----
5	55.7176	9.2000	0.8181	-----
10	53.0815	8.3000	0.7774	-----
25	50.1748	7.3000	0.7303	-----
50	49.1126	6.7000	0.7024	-----
100	44.0127	5.5000	0.6562	-----

File name: Elick.IDF

Intensity = $B / (T_c + D)^E$

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	4.56	3.52	2.89	2.46	2.15	1.91	1.72	1.57	1.44	1.34	1.25	1.17
2	5.39	4.20	3.46	2.96	2.58	2.30	2.08	1.89	1.74	1.61	1.50	1.41
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.36	4.97	4.11	3.52	3.10	2.77	2.51	2.30	2.12	1.98	1.85	1.74
10	7.10	5.54	4.59	3.95	3.48	3.12	2.84	2.61	2.41	2.25	2.11	1.99
25	8.03	6.26	5.20	4.48	3.97	3.57	3.26	3.00	2.79	2.61	2.45	2.32
50	8.73	6.80	5.66	4.89	4.33	3.91	3.57	3.30	3.07	2.88	2.71	2.57
100	9.41	7.29	6.06	5.26	4.67	4.23	3.88	3.59	3.36	3.15	2.98	2.83

Tc = time in minutes. Values may exceed 60.

Precip. file name: Sample.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	2.33	2.86	0.00	3.49	3.99	4.70	5.32	6.04
SCS 6-Hr	0.00	1.80	0.00	0.00	2.60	0.00	0.00	4.00
Huff-1st	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOWNES AT MONROE CROSSING HOMEOWNERS ASSOCIATION, INC DESIGN GUIDELINES

The following standards have been developed and promulgated by the Declarant in accordance with Article IX, Section 9.2.2 of the Declaration and are applicable to all new construction and all modifications or improvements. These Design Guidelines are not part of the Declaration and can be amended by the Declarant or the Association without a vote of the Owners.

NOTE: PRIOR PLAN APPROVAL IS REQUIRED FOR ALL STRUCTURES OR IMPROVEMENTS PLACED ON THE LOT BY THE HOMEOWNER, INCLUDING BASKETBALL HOOPS, PLAY EQUIPMENT, STORAGE BUILDINGS, SWIMMING POOLS AND FENCES.

GENERAL GUIDELINES APPLICABLE TO ALL LOTS

House Placement and Yard Grading. Dwelling Units shall conform to existing grade and drainage patterns. Each Owner and/or Builder shall endeavor to retain as much of the natural woods as is practical. Builders shall be responsible to regrade the Lot to conform the drainage plan approved for the subdivision.

Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and a garage for at least two cars. A single-family dwelling shall meet the following requirements:

- a. A one story dwelling structure, the living area being the first floor space only, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate heights to permit its use as a dwelling place.
- b. A story and a half or "Cape Cod" dwelling structure, the living area of which is on two levels connected by a stairway and constructed with a basement. The upper level is constructed within the gable portion of the roof. Window penetrations are made by use of dormers.
- c. A two-story dwelling structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

Dwelling Unit Size. Dwelling Units with full basement must be at least 1400 square feet for any one story Dwelling Unit, and 1600 square feet for a two-story dwelling. Dwelling Units without a full basement must be at least 1400 square feet for any one story Dwelling Unit, and 1600 square feet for a two-story dwelling. Declarant reserves the right to make minor variances if, in its sole opinion, the intent of the section is maintained.

Roof. The main roof of each Dwelling unit shall be no less than 6 - 12 pitch. Gables, porch and patio roofs may be 3.5 - 12 pitch. All shingles shall be of a uniform color.

Garages. A minimum two car garage is required. Detached garages of any size are not permitted.

Yards, Driveways and Walks. Front yards shall be grass and landscaped as soon after completion of the Dwelling Unit as is practical under weather conditions. Rear Yards shall be defined as that portion of the Lot which is behind the rear elevation of the Dwelling Unit extended to each Lot line. All driveways shall be paved with asphalt, concrete, paver bricks or paving stone. Gravel or dirt driveways are prohibited.

Color Schemes. All dwellings shall be in conformance with the original color scheme as promulgated by the Declarant. The following guidelines shall be followed when determining color scheme with respect to location.

- a. Never use the same color on two consecutive dwellings.
- b. Dwellings directly across the street from one another should have different siding colors.

Underground and Log Houses. Underground and log structures are prohibited.

Porches, appendages and additions. No porches, appendages, or additions shall be permitted unless they are of a size, style, color and type compatible with the original design of the house and shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility shall be at the discretion of the Declarant or the Association.

Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for the storage of any item of any kind.

Awnings. No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Canvas awnings may be used subject to prior approval of size, color, location and manner of installation for the particular lot in question.

Exterior Carpeting. No exterior carpeting may be used if it is visible from any neighboring lot or the street.

Railings. All deck and balcony railings shall be of the same style, color and be compatible with the deck or balcony.

Chimneys. All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and / or furnace flues, hotwater heater or any other flues shall be vented only to the rear or side of the Dwelling Unit

Water Discharge. Storm water must be disposed in accordance with the drainage plan for the subdivision and county/township regulations.

Skylights. Skylights may be used on a back roof facing the rear of a lot. Other locations may be approved for a contemporary design house depending upon the design and the particulars of the lot.

Entrance Structures. No additional driveway entrance structures shall be permitted.

Pools. Small portable “kiddie” pools shall be permitted in rear yards only behind the Dwelling Unit so long as said pool is not in place for more than seventy-two (72) consecutive hours. Swimming pools must be approved by Declarant or the Association as to style and may only be in ground pools and placed in an approved location in the rear yard as per local building restrictions, not located in any easements and does not unreasonably hinder the flow of surface water on the Lot. Pool equipment shall be placed in a location approved by Declarant or the Association and screened in such a manner so as to provide minimum visual impact from the street and other Lots.

Spas and Hot Tubs. Hot tubs and spas shall be permitted provided that hot tubs and spas may be in-ground or above ground incorporated into a deck or placed on a patio. All hot tubs and spas must be screened with a privacy fence meeting the provisions of these Design Guidelines or other such adequate screening as approved by the Declarant or the Association.

Play Equipment. No Play apparatus or structures shall be located in the Rear Yard and not located within any side or rear setback lines.

Basketball Hoops. Permanent basketball hoops may be permitted after design approval by the Declarant.

Pool Pump Buildings, Sheds and Storage Buildings. No Pool Pump Buildings shall be permitted as accessory to an in-ground swimming pool. Storage sheds, outbuildings, storage buildings shall not be permitted.

Air Conditioning and Heat Pump Equipment. Air conditioning and heat pump equipment shall be located in side yards or Rear Yards. To the extent reasonably possible, such equipment shall be screened from view in a manner approved for each particular lot.

Radio and Television Antennas. These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Association to preserve, protect and enhance the value of the properties within the subdivision.

A. Prohibited Apparatus. All exterior antennas, except the following, are prohibited:

1. an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or
2. an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or
3. an antenna that is designed to receive television broadcast signals.

B. Permitted Locations.

An antenna must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such case, the owner and the Declarant or the Association shall attempt to find a location with the least visual impact upon the surrounding properties. An "acceptable quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line of sight problem for drivers in the vicinity. The Declarant or the Association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access

C. Other Requirements.

The Declarant or the Association may require that the antenna be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the antenna be screened so as to reduce the visual impact. Any such requirements must be reasonable in light of the cost of the equipment or services and the visual impact of the antenna. The Declarant or the Association may impose restrictions on methods of installation that create legitimate safety concerns. For example, permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

D. Continued Maintenance.

Each owner shall maintain any antenna in a reasonable manner so as not become unsightly. Each owner shall remove any antenna upon cessation of its use.

Landscaping. Landscaping and normal lawn are required around all houses.

Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. During any construction, each Owner and Builder shall be responsible for keeping the streets and adjacent lots clean and free of debris. No fill material shall be dumped on any lot except within five (5) days of commencement of construction. The Association shall have the right to assess any owner for the costs of mowing or clean up in the event that the owner fails to do so.

Lot Grading. The Builder and Owners shall be responsible to regrade the Lot in accordance with the grading plan as approved by Butler County and / or Monroe. Any deviations from such plan must be preapproved by the County/Township and the Declarant.

Mailboxes. Cluster mailbox units (CBU's) as required and approved by the US Postal Service will be installed.

House Numbers. House numbers are required on each Dwelling Unit.

Exterior Lighting. Exterior lighting must be directed in such a manner so as not to intrude into neighboring lots and houses.

Discretion. Any discretion to be exercised in the review of plans shall be that of the Declarant or the Association.

Variances. The Declarant or the Association may grant variances from these guidelines if such variance will not be of substantial detriment to adjacent lots and will not materially impair these guidelines and the overall best interest of the subdivision.

Right to Modify Guidelines. The Declarant and the Association reserve the right to modify these guidelines, provided however, that no such modification shall be made that will materially and adversely affect the overall character of the properties as a first class development. No modification shall be made with respect to new construction unless consented to in writing by the Declarant.

Space reserved for Recorder, Auditor and Engineer

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF
EASEMENTS
FOR
TOWNES AT MONROE SUBDIVISION
CITY OF MONROE, BUTLER COUNTY, OHIO**

Instrument Prepared By:
James A. Matre, Esq.
11340 Montgomery Road, Suite 212
Cincinnati, Ohio 45249
(513) 671-6333

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
TOWNES AT MONROE CROSSING SUBDIVISION**

PHASE I

Declarant, GREYFOXMONROE, LLC, an Ohio limited liability company, is the owner of certain real estate in The City of Monroe, Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein and to the provisions of Chapter 5312 of the Ohio Revised Code. This chapter is the Ohio Planned Community Act and will be referred to as "the Act." This Declaration is for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1. Additional Land. "Additional Land" means property located outside of Exhibit A which the Declarant may add but has no obligation to add to the terms and conditions of the Declaration. The Additional Property is described in **Exhibit B**, attached.

1.2. Allocated Interests. "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.

1.3. Assessments. "Assessments" means those charges upon the Lots established by Article VII of this Declaration.

1.4. Association. "Association" means Townes at Monroe Crossing Homeowners Association, Inc., shall be an Ohio nonprofit corporation and shall be the "owners association" as defined in Section 5312.01 (L) of the Act. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.

1.5. Board. "Board" shall mean the Board of Directors of the Association.

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1.6. Builder. "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

1.7. Code of Regulations. "Code of Regulations" means the regulations adopted for the Association in accordance with Chapter 1702 of the Ohio Revised Code and shall be the "bylaws" required pursuant to the Act. A copy of the current Code of Regulations is attached as Exhibit C.

1.8. Common Elements. "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.

1.9. Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III of this Declaration and as provided in Section 5312.10 of the Act.

1.10. Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

1.11. Declarant. "Declarant" means GREYFOXMONROE, LLC, an Ohio limited liability company.

1.12. Declarant Control Period. "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Article XIII.

1.13. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Townes at Monroe Crossing Homeowners Association Inc., including any amendments hereto.

1.14. Dwelling Unit. "Dwelling Unit" means a building situated on the Property designed and intended for use and occupancy as a single-family residence.

1.15. Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.

1.16. Member. "Member" means any person or entity entitled to membership in the Association as provided herein.

1.17. Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

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1.18. Owner. "Owner" means the Declarant or other person or entity who owns a Lot but does not include a person or entity having an interest in a Lot solely as security for an obligation.

1.19. Property. "Property" means the real estate described in Exhibit "A" attached hereto and any other property which may be made subject to the terms of this Declaration, together with any improvements made thereon.

1.20. Record Plan. "Record Plan" means the Plat for Townes at Monroe Crossing Subdivision Instrument No. [REDACTED], Butler County Recorder's Records.

1.21. Surface Water Management System. "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

ARTICLE II

LOTS

2.1. Description of Lot Boundaries. The boundaries of the Lots shall be those as set forth on the Record Plan.

ARTICLE III

ALLOCATION OF ALLOCATED INTERESTS

3.1. Common Expense Liability. The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII.

3.2. Votes in the Association. The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

ARTICLE IV

COMMON ELEMENTS AND EASEMENTS

4.1. Description. The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association.

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4.2. Easements. The Lots and Common Elements shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

4.2.1. Enjoyment. The Common Elements and Lots shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easements shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

4.2.2. Drainage. The Lots shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined in Article V. No Owner shall do anything within a Lot or Dwelling Unit which shall unreasonably increase the flow of surface water.

4.2.3. Utilities. The Lots shall be subject to easements as shown on the Record Plan for the purpose of installing, operating, maintaining and servicing pole lines, cables and conduits for utility service and cablevision franchise. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include, but not be limited to, all incidental appurtenances, such as, guys, conduits, poles, anchors, transformers, par mount transformers, handholes, etc. Said easements right shall include the right, without liability therefore, to remove trees and landscaping, including lawns within said easements premises which may interfere with the installation, maintenance, repair or operation of the electric and or communication facilities, and with right of access, ingress to and from any of the within premises for exercising and of the purpose of this right of way and easement grant.

4.2.4. The City of Monroe. A non-exclusive easement is granted to the City of Monroe, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

4.3. Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Code of Regulations.

4.4. Limitation on Common Elements and Easements. All Common Elements, easements and rights granted herein are subject to:

4.4.1. The restrictions set forth in this Declaration.

4.4.2. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

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4.4.3. The right of the Association to levy assessments for the Common Expenses and other assessments as set forth herein.

4.4.4. The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant.

4.4.5. The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant. During any Declarant Control Period as set forth in Article XIII, no portion of the Common Elements can be dedicated without the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

4.4.6. If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

4.4.7. All rights granted to the Association in this Declaration.

ARTICLE V

SURFACE WATER MANAGEMENT

5.1. Surface Water Management System. The Surface Water Management System shall consist of the "Storm Water Management / Drainage Easement" and the "20" Drainage Easements" as shown on the Record Plan. The Surface Water Management System shall be administered and maintained in accordance with the guidelines as may be promulgated from time to time by The City of Monroe and Butler County.

5.2. Surface Water Management System Easements. Each Lot and the Common Elements shall be subject to and shall be benefited by easements for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to The City of Monroe and Butler County, which have control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

5.3. Access to Lots and Common Elements. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day.

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5.4. Individual Maintenance. Each Owner shall maintain portions of the Surface Water Management System that serve only that Owner's Lot, including swales, catch basins and yard drains. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the easements located on his or her Lot. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall in accordance with the guidelines and standards set forth by the City of Monroe and / or Butler County. If any portion of the Surface Water Management System which serves only one Lot is damaged, the Owner of that portion shall promptly cause it to be repaired.

5.5. Restriction on use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute. Easements to structural storm water management practices shall be restricted against the planting in said easement of trees, shrubbery, or other woody growth; against the construction therein of buildings, fences, walls, and other structures that may obstruct the free flow of storm water and the passage of inspectors and maintenance equipment; and against the changing of final grade from that described by the final grading plan approved by The City of Monroe .

ARTICLE VI

OWNERS ASSOCIATION

6.1. Formation. The Declarant has caused or will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named Townes at Monroe Crossing Homeowners Association Inc. and shall be the "owners association" as defined in Section 5312.01 (L) of the Act. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

6.2. Membership. The membership of the Association shall at all times consist exclusively of Owners of the Lots. All such Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

6.3. Powers of the Association. Subject to Special Declarant Rights hereinafter set forth, the Association may:

6.3.1. Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the property and the association;

6.3.2. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the association,

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the board of directors, or the property, or that involves two or more owners and relates to matters affecting the property;

6.3.3. Enter into contracts and incur liabilities relating to the operation of the property;

6.3.4. Enforce all provisions of the declaration, bylaws, covenants, conditions, restrictions, and articles of incorporation governing the lots, common elements, and limited common elements;

6.3.5. Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of common elements, and any other rules as the declaration provides;

6.3.6. Acquire, encumber, and convey or otherwise transfer real and personal property, subject to section 5312.10 of the Act;

6.3.7. Hold in the name of the owners association the real property and personal property;

6.3.8. Grant easements, leases, licenses, and concessions through or over the common elements;

6.3.9. Levy and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to owners;

6.3.10. Pursuant to section 5312.11 of the Act, levy the following charges and assessments:

6.3.10.1. Interest and charges for the late payment of assessments;

6.3.10.2. Returned check charges;

6.3.10.3. Enforcement assessments for violations of the declaration, the bylaws, and the rules of the owners association;

6.3.10.4. Charges for damage to the common elements or other property.

6.3.11. Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

6.3.12. Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws, resale certificates, or statements of unpaid assessments;

6.3.13. Authorize entry to any portion of the planned community by designated individuals when conditions exist that involve an imminent risk of damage or harm to common elements, another Dwelling Unit, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit;

6.3.14. Subject to division (A)(1) of section 5312.09 of the Act, borrow money and assign the right to common assessments or other future income to a lender as security for a loan to the Association;

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6.3.15. Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of assessments for more than thirty days;

6.3.16. Purchase insurance and fidelity bonds the directors consider appropriate and necessary;

6.3.17. Invest excess funds in investments that meet standards for fiduciary investments under the laws of the State of Ohio;

6.3.18. Exercise powers that are any of the following:

6.3.18.1. Conferred by the Declaration or Code of Regulations;

6.3.18.2. Necessary to incorporate the Association as a nonprofit corporation;

6.3.18.3. Permitted to be exercised in this state by a nonprofit corporation;

6.3.18.4. Necessary and proper for the government and operation of the Association.

6.4. Voting Rights. Subject to Special Declarant Rights as set forth in Article XIII, Members shall be entitled to vote on matters properly before them in accordance with this Article, the Code of Regulations and the laws of the State of Ohio.

6.5. Number of Votes. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

6.6. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If an Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

6.7. Annual Meeting. A meeting of the Members of the Association must be held at least once each year.

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6.8. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

ARTICLE VII

ASSESSMENTS

7.1. Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

7.2. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

7.3. Annual General Assessment. There is hereby established an Annual General Assessment for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

7.4. Individual Assessment.

7.4.1. Subject to the provisions of Section 7.6, the Association shall have the right to assess an individual Lot for any of the following:

7.4.1.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.3.

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7.4.1.2. any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

7.4.1.3. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

7.4.1.4. any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.

7.4.1.5. any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Code of Regulations to be charged or assessed as an Individual Assessment.

7.4.2. The Association shall credit any amount it receives from a lot owner pursuant to this section in the following order:

7.4.2.1. To interest owed to the owners association;

7.4.2.2. To administrative late fees or enforcement assessments owed to the Association;

7.4.2.3. To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment;

7.4.2.4. To the oldest principal amounts the Owner owes to the Association for the Common Expenses chargeable against the Dwelling Unit or Lot.

7.5. Procedures for Imposing an Individual Assessment for Damages or Enforcement.

7.5.1. Notice. Prior to imposing a Individual Assessment, the Board shall give the Owner written notice containing:

7.5.1.1. a description of the property damaged, the required maintenance or the violation;

7.5.1.2. The amount of the proposed charge or Individual Assessment;

7.5.1.3. A statement that the Owner has a right to a hearing before the Board to contest the Individual Assessment;

7.5.1.4. A statement setting forth the procedures to request a hearing pursuant to Section 7.6.2; and

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7.5.1.5. A reasonable date by which the Owner must cure the violation to avoid the Individual Assessment, if such opportunity to cure is applicable.

7.6. Hearing. An Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Section 7.6.1 of this Article. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above, or may allow a reasonable time to cure the violation before imposing a Individual Assessment. If an Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing, and will, at least seven days prior to the hearing; provide the Owner with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes an Individual Assessment, the Board shall deliver a written notice of the Individual Assessment to the Owner.

7.6.1. Manner of Notice. Any notice required under this Section to be served:

7.6.1.1. upon the Owner shall be delivered personally to the Owner and Occupants at the Lot or Dwelling Unit, or mailed (by certified mail, return receipt requested) to the Owner at the address of the Lot, provided that if the Owner has provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owner at such alternative address.

7.6.1.2. upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

7.7. Working Capital Fund; Initial Assessment. At the time of closing of a Lot from a Builder, the purchaser of such Lot shall be assessed the sum of \$500.00, as such purchaser's initial capital contribution to the working capital fund of the Association. This Assessment shall be used by the Association for its operating expenses. Such an Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Neither Declarant nor Builder shall be subject to or required to pay such Working Capital Fund Assessment.

7.8. Special Assessment. There is hereby established a Special Assessment for:

7.8.1. repairing or restoring damage or destruction to the Common Elements as further set forth in Article X;

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7.9. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate. Declarant and Builder shall not be subject to or required to pay the Annual General Assessment.

7.10. Maximum Annual Assessment. Beginning with the recording of this Declaration and until December 31, 2026, the maximum Annual General Assessment shall be \$400.00. Beginning with Assessments levied as of January 1, 2027, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Twenty-five (25%) percent of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous years maximum amount.

7.11. Allocation of Assessments. The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board. Declarant and Builder shall not be subject to or required to pay any Common Expense Liability.

7.12. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, as well as any related interest, administrative late fees, enforcement assessments, collection costs attorney's fees, and paralegal fees, that are chargeable against the lot and that remain unpaid ten days after any portion has become due and payable. The lien is a continuing lien upon the Lot against which each assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

7.12.1. Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

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7.12.2. Effective Dates. The lien is effective on the date that a certificate of lien is filed pursuant to Section 7.12.4.

7.12.3. Perfection. Recording of this Declaration constitutes notice and perfection of the Lien.

7.12.4. Certificate of Lien. The Association shall file a certificate of of lien with the Recorder of Butler County.

7.12.5. Priority of the Lien. The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

7.12.6. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

7.12.7. Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

7.12.8. Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

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7.13. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

7.14. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

7.15. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

7.16. Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

7.17. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made. Notwithstanding the foregoing, neither Declarant nor Builder shall obligated to pay Common Expenses.

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ARTICLE VIII

UPKEEP OF THE PROPERTY

8.1. Lots. Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Property.

8.2. Common Elements. The Association shall maintain the Common Elements.

8.3. Maintenance of the Lots and Dwelling Units. Notwithstanding the ownership of the various portions of the Common Elements and Lots, the Lots and the Common Elements shall be maintained and repaired by each Lot Owner and the Association in accordance with the provisions of this Article and as set forth in the Chart of Maintenance Responsibilities as shown in Exhibit "D," attached to this Declaration. Said chart shall be a part of the Declaration and may be amended from time to time by the Association. All expenses associated with the maintenance, repair and replacement of the Property shall be assessed in accordance with said chart. All maintenance, repair and replacement of the Property shall also be in accordance with the procedures and Design Guidelines set forth in Article IX of the Declaration.

8.4. Association's Easement for Maintenance. The Association is hereby granted an easement over the Lots for the purpose of providing the maintenance and improvements required by this Declaration.

8.5.

8.6. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.4. Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

8.7. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day. No notice shall be required in the event of an emergency condition or one that substantially poses an immediate threat to the health, safety or security of the other Owners or the Association.

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ARTICLE IX

RESTRICTIONS

9.1. Use and Occupancy. The following restrictions are applicable to the use and occupancy of the Property.

9.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

9.1.2. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

9.1.3. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.4. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) reasonably sized political signs installed two months before and removed within one month after an election, and (iv) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market.

9.1.5. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the

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exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any builder during reasonable hours.

9.1.6. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

9.1.7. Parking; Vehicle Repairs. Except in connection with construction activities, commercial trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seventy-two (72) hours for the purpose of cleaning, loading or unloading.

9.1.8. Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted, subject to the Rules and Regulations adopted by the Board. Such pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance, or noise must be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. All persons having an animal or pet in the Common Elements shall properly collect and discard any waste generated by the animal in a proper and sanitary manner. No pets shall be tethered in a way as to be construed to be outside a Unit. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have

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indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

9.1.9. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, firepits and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

9.1.10. Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

9.2. Architectural Restrictions. The following architectural restrictions shall be applicable to the Lots.

9.2.1. Plan Approval. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition fences, and staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design, the harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Design Guidelines and the Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed which violate any terms of this Declaration. **Nothing herein shall relieve the Owner or Builder from obtaining the required governmental permits for the improvement.**

9.2.1.1. Declarant's Plan Approval Period. Declarant's right of plan approval shall exist until all Lots have been sold to and occupied by Owners. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

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9.2.1.2. Design Guidelines. The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. A copy of the current Design Guidelines may be obtained from the Declarant.

9.2.1.3. Declarant's Control of New Construction. The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

9.2.1.4. Association's Right of Plan Approval. After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval, or any portion thereof, to the Association.

9.2.1.5. No Liability. Each Owner and Builder are responsible to ensure that all construction or any modifications, are in compliance with the restrictions and approved plans. If the Developer or the Directors have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Director shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.2.2. Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling and a garage for at least one car.

9.2.3. Dwelling Floor Areas. The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year-round and garages shall be no less than the areas set forth in the Design Guidelines.

9.2.4. Roof Requirements. The roof and gables of each Dwelling unit shall be in accordance with the Design Guidelines

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9.2.5. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan and as set forth in the City of Monroe Zoning Ordinance. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

9.2.6. Front Yards and Driveways. Front yards shall be landscaped within ninety (90) days after closing, weather permitting. All driveways shall be paved with concrete, asphalt, brick or paving stone.

9.2.7. Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and / or siding. No underground Dwelling Units shall be permitted.

9.2.8. Exterior Siding. Any wooden sheeting materials must have prior approval.

9.2.9. Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit.

9.2.10. Radio and Television Antennas. With the exception of antennas preempted by Federal Communications Commission rules, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Design Guidelines established by the Declarant or the Association. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

9.2.11. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment should be located in such a manner so as to provide minimum visual impact from other Lots.

9.2.12. Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used.

9.2.13. Exterior Carpeting. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

9.2.14. Fences. No fence of any sort may be erected unless the same is in accordance with the Design Guidelines and until prior approval in accordance with Section 9.2 of

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the Declaration has been obtained. The Declarant reserves the right to prohibit all fences or types of fences on certain Lots. Chain link or wire fences shall not be permitted.

9.2.15. Other Structures. No structure of a temporary character, trailer, or shack shall be permitted on any Lot. Barns, storage sheds or other outbuildings must have prior approval in accordance with Section 9.2. Such outbuildings must be located near the rear of the Lot; shall not exceed 120 square feet in floor area, not exceed 12 feet in height, must be constructed with siding materials and shingles to match the Dwelling Unit. Construction trailers and/or storage sheds shall be permitted only during construction.

9.2.16. Pools, Spas and Hot Tubs. Small portable “kiddie” pools shall be permitted in rear yards only behind the Dwelling Unit so long as said pool is not in place for more than seventy-two (72) consecutive hours. Swimming pools must have prior approval and comply with the Design Guidelines.

Hot tubs and spas shall be permitted with prior approval provided that hot tubs and spas must be in-ground or if above ground incorporated into a deck. All hot tubs and spas must be screened with a privacy fence not exceeding four (4) feet in height or other such adequate screening as approved by the Declarant or the Association. Spas and hot tubs shall be approved by the Declarant and Association and must have a zoning and building permit from The City of Monroe.

9.2.17. Play Equipment and Basketball Hoops. All play equipment and basketball hoops must have prior approval and comply with the Design Guidelines.

9.2.18. Clothes Drying. No outdoor close drying apparatus of any sort shall be permitted.

9.2.19. Lampposts. Any lampposts must be of uniform design, style and color as determined by Declarant.

9.2.20. Mailboxes. Cluster mailbox units (CBU’s) as required and approved by the US Postal Service will be installed by the Builder.

9.2.21. Completion. Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

9.2.22. Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. During construction, each Owner shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess the Owner for the cost of mowing or clean up in the event that the Owner or Builder fails to do so.

9.3. Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction, contained in this Declaration or violation of any rule or regulation duly adopted by the

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Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

9.3.1. Actions. The Board may take any of the following actions:

9.3.1.1. levy a fine against the Owner or Occupant which shall also be an Individual Assessment under Section 7.4.

9.3.1.2. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

9.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

9.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE X

INSURANCE AND CASUALTY LOSSES

10.1. Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Elements, the Owners, the Association and the Board.

10.2. Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or

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following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE XI

CONDEMNATION

11.1. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as Director for all Owners, to be disbursed as follows:

11.2. If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to be extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII

DEVELOPMENT RIGHTS

12.1. Completion of Development. The Declarant reserves the right to take any action reasonably necessary to complete the development without consent of the Owners at any time during the Development Period.

12.2. Submission of Additional Land. The Declarant reserves the right to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners at any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

12.3. Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

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12.4. Easements Reserved. The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

12.4.1. Easements for drainage and all utilities as shown on the Record Plan.

12.4.2. Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

12.4.3. An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

12.4.4. An easement for ingress, egress, drainage and all utilities over the Common Elements and the right to convey that easement to others in the event that the Additional Property is not submitted to this Declaration.

12.5. Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Butler County, Ohio.

12.6. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

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ARTICLE XIII

SPECIAL DECLARANT RIGHTS

13.1. Use for Sale Purposes. Declarant reserve for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

13.2. Signs and Marketing. The Declarant reserve the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

13.3. Control of the Association.

13.3.1. Appointment of Directors and Officers. The Declarant reserve the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which commences upon the recording of this Declaration and shall terminate sixty (60) days after the conveyance of ninety-five (95%) percent of the Lots to Owners other than Declarant or any Builder.

13.3.2. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

13.4. Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

13.5. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant' original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a

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mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XIV

DURATION, AMENDMENT AND TERMINATION

14.1. Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

14.2. Amendment. Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Lots, and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

14.2.1. Except as provided in this Section, after the end of the Declarant Control Period as set forth in Section 13.3, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

14.2.2. Any amendment reducing the maintenance responsibility of the Association as to the Common Elements, including the Surface Water Management System must be approved by The City of Monroe, Butler County, Ohio.

14.2.3. All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners nor the Federal Housing Administration or the Veterans Administration.

14.3. Termination. This Declaration and the regime created thereby may be terminated only in accordance with this Section.

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14.3.1. Consent Required. This Declaration may be terminated only upon unanimous consent of the Owners, and if during the Declarant Control Period, by consent the Declarant and the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

14.3.2. Any Agreement to Terminate must be approved by The City of Monroe, Butler County, Ohio.

14.3.3. Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Butler County Recorder. This agreement shall be executed by the President and Secretary of the Association. Such agreement shall certify that the proper notices were sent and that the requisite vote was obtained. The recorded agreement need not be signed by the Owners nor the Federal Housing Administration or the Veterans Administration. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XV

MISCELLANEOUS

15.1. No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

15.2. Notices. Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

15.3. Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

15.4. Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

15.5. Headings. The headings of the Articles and Sections are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

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15.6. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

15.7. Conflict. In the event of a conflict between the restrictions set forth in the Declaration and any supplemental declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, GREYFOXMONROE, LLC has caused this Declaration to be signed by Ryan Sommers, Member, this _____ day of _____, 2025.

GREYFOXMONROE, LLC

by: _____
Ryan Sommers, Member

STATE OF OHIO)
)
)**ss:**
COUNTY _____)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2025, by Ryan Sommers, Member of **GREYFOXMONROE, LLC**, an Ohio limited liability company, on behalf of the company.

Notary Public, State of Ohio

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EXHIBIT A
Lots to be submitted

Situated in The City of Monroe, County of Butler and State of Ohio
and being all of Lots 1 through 84, as shown on the recorded plat of
Townes at Monroe Crossing Subdivision, Instrument No.
_____, Butler County Plat Records.

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EXHIBIT B

ADDITIONAL PROPERTY

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Exhibit D
Chart of Maintenance Responsibilities

Item of Maintenance*	Responsibility For Cost of Maintenance /Repair**	Responsibility For Performance of Maintenance/Repair**
Private Drive (if applicable)	Association	Association, including snow and ice removal.
Common Elements, Open Space	Association	Association
Individual Driveway Snow Removal	Lot Owner	Association
Common Element Open Space Sidewalk Snow Removal	Association	Association
Sidewalks Snow Removal within Lot line	Lot Owner	Association
Landscaping within Lots	Lot Owner	Association

*** FOR ANY ITEM NOT LISTED THE RESPONSIBILITY FOR COST AND THE PERFORMANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THAT ITEM.**

**** UNLESS OTHERWISE PROVIDED IN THE DECLARATION, MAINTENANCE/REPAIR SHALL INCLUDE THE OBLIGATION TO REPLACE.**

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EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF OHIO, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON BEHALF OF THE OWNER, THE OWNER'S HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN ITS SOLE DISCRETION, SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, ITS DIRECTORS, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.

THE ASSOCIATION SHALL NOT BE REQUIRED TO REMOVE OR PLOW ICE AND SNOW UNLESS AND UNTIL A DEPTH OF 2 INCHES.

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EXHIBIT C
CODE OF REGULATIONS
FOR
TOWNES AT MONROE CROSSING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association shall be Townes at Monroe Crossing Homeowners Association, Inc., and shall be an Ohio nonprofit corporation and shall be the “owners association” as defined in Section 5312.01 (L) R.C..

SECTION 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association (a “Member”). Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. This Code of Regulations shall be the “bylaws” as defined in Section 5312.01 (A) R.C. The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements recorded with the Recorder of Butler County, Ohio (the “Declaration”), unless the context shall prohibit.

ARTICLE II
MEETINGS OF MEMBERS

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in Monroe, Butler County, Ohio or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

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SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Notice shall be given in accordance with Article VIII, Section 7. Notices for meetings of the Members shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

SECTION 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot shall have one vote. If only one of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

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The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast. Voting at elections and votes on other matters may be conducted by mail. Only Members in good standing, as determined by the Board, shall be eligible to vote on any matter.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Code of Regulations, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Code of Regulations or in the Declaration, those Members present in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

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ARTICLE III BOARD OF DIRECTORS

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

SECTION 2. Number and Qualification of Directors. The Board of Directors of the Association shall consist of not less than three (3) and not more than five (5) persons and, except for those Directors appointed by the Declarant, shall be elected from among the Owners and their spouses. No Owner and that Owner's spouse may be members of the Board at the same time. In an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer trustee, or employee of the Owner by be elected to the Board.

SECTION 3. Nomination of Directors. Nominations for the election of the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. No nominations shall be permitted from the floor unless approved by a majority of those Members in attendance. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 4. Election of Directors. The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

SECTION 5. Term of Office; Resignations. Except for those Directors appointed by the Declarant, each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Code of Regulations that the terms of the Directors shall be staggered with an odd number of Directors being elected in odd numbered years and an even number of Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

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Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 6. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Directors. Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

SECTION 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 11. Notice of Meetings, Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting.

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Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Director at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 12. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 14. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 15. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, bidding for goods and services, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 16. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Property within three (3) days after written consents of all the Board members have been obtained.

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SECTION 17. Voting By Directors. A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;

b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer and shall be elected by the Board of Directors. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary

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responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V COMMITTEES

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of three (3) Directors. The Board may delegate any or all its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association.

SECTION 3. Design Review Committee. The Board of Directors may appoint a Design Review Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such a summary shall be delivered at least thirty (30) days prior

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to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget without the necessity of special assessments. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget. The amount set aside annually for reserves may not be waived by the Owners.

SECTION 3. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 4. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Code of Regulations.

SECTION 6. Application of Payments. All payments received by the Association shall be credited in the following order: (a) First, to interest owed to the Association; (b) Second, to administrative late fees owed to the Association; (c) Third, to collection costs, attorney's fees, and

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paralegal fees incurred by the Association; (d) Fourth, to the oldest principal amounts the Owner owes to the Association for the common expenses or penalty assessments chargeable against the Lot.

SECTION 7. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

ARTICLE VII ENFORCEMENT OF COVENANTS

SECTION 1. Enforcement Powers. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot of the violating Owner, and to suspend the Owner's right to vote or to use the Common Open Space for violating any duty imposed under the Declaration, this Code of Regulations, or any rules and regulations duly adopted hereunder. In the event that an Occupant of a Unit violates the Declaration, this Code of Regulations, or any rules and regulations and a fine is imposed, then the fine shall first be assessed against the Occupant. If the fine is not paid by the Occupant within the time set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, this Code of Regulations, or any rules and regulations shall not be deemed a waiver of the right of the Board to do so thereafter. Any fine shall be assessed as a Individual Assessment, pursuant to Article IX, Section 9.3 of the Declaration

SECTION 2. Procedures for Imposing a Individual Assessment for Damages or Enforcement. Prior to imposing any Individual Assessment the Board shall give notice and the opportunity for a hearing as set forth in Article VII of the Declaration.

ARTICLE VIII MISCELLANEOUS

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Code of Regulations.

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SECTION 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Code of Regulations, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and this Code of Regulations (in that order) shall prevail.

SECTION 4. Books and Records.

Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Butler County, Ohio, as the Board shall prescribe.

b. Rules for Inspection. The Board shall establish reasonable rules with respect to:

- i.** notice to be given to the custodian of the records by the Members desiring to make the inspection;
- ii.** hours and days of the week when such inspection may be made; and
- iii.** payment of the cost of reproducing copies requested by a Member.

c. Withholding of Books and Records. Communications, books and records may be withheld from examination or copying by Members to the extent that the records concern:

- i.** information that pertains to the Property related personnel matters;
- ii.** communications with legal counsel or attorney work product that pertains to pending litigation or other Property related matters;
- iii.** information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- iv.** information that relates to matters involving enforcement of Association documents or rules and regulations promulgated pursuant thereto;

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- v. disclosure of information in violation of law; or
- vi. meeting minutes or other records of an executive session duly called

d. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Records of Owners. Within thirty days after an Owner takes title to a Lot, the Owner shall provide the following information in writing to the Association through the Board:

- a. The home address, home and business mailing addresses, and the home and business telephone numbers of the Owner and all Occupants of the Lot;
- b. The name, business address and business telephone number of any person who manages the Owner's Lot as an agent of that Owner.
- c. Within thirty days after a change in any information that this section requires, an Owner shall notify the association, through the Board, in writing of the change. When the Board requests, an Owner shall verify or update the information.

SECTION 6. Authorized Communications Equipment. Authorized communications equipment means any communications equipment which provides a transmission, including, but not limited to, by telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. The Board shall have the right to adopt procedures and guidelines regarding such equipment and its use.

SECTION 7. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under the Declaration or this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or sent by the use of authorized communications equipment, or by United States mail, express mail, or courier service, with postage or fees prepaid:

- a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner. An electronic mail or transmission technology to an Owner is not considered delivered and effective if the Association's transmission to the Owner fails two

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consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Owner becomes known to the person responsible for sending the transmission. If the electronic mail or transmission is not delivered or effective, the Association will deliver the notice or other communication to the Owner in accordance with Section 7 above. or

b. if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

c. In computing the period of time for the giving of a notice required or permitted under the Articles, the Declaration, the Code of Regulations, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by telegram, facsimile, telecopy or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail or courier service, the notice shall be deemed to have been given 3 days after deposited in the mail or the next day when deposited with the overnight or same day courier service, instructing the service to make delivery no later than overnight.

d. A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

SECTION 8. Amendment. Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by a the consent of seventy-five percent of the Owners, either in writing or in a meeting called for that purpose. No amendment is effective until filed with the Recorder of Butler County, Ohio.

SECTION 9. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

ORDINANCE NO. 2025-17

AN ORDINANCE TO APPROVE THE PRELIMINARY PLAT FOR THE TOWNES AT THE CROSSINGS AS FURTHER DESCRIBED HEREIN.

WHEREAS, the Planning Commission reviewed and recommended that Council approve the Preliminary Plat for the Townes at the Crossings.

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

SECTION 1: The preliminary plat for the Townes at the Crossings marked as Exhibit “A” and made a part hereof, is approved.

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: _____



ITEM	DEPTH TOP OF PIPE
Sumplines	24" - 30"
Gas	24" - 30"
Water	48" - 54"
Electric	36" - 40"
Telephone	36" - 40"
Cable TV	36" - 40"
4" City Conduit	36" - 40"

***SURFACE COURSE, ITEM 441, AND TACK COAT, ITEM 407 ARE TO BE APPLIED NO SOONER THAN NINE (9) MONTHS AFTER THE INTERMEDIATE COURSE, (ITEM 441), AND FIFTY (50) PERCENT OF THE HOMES ARE COMPLETED. IF AFTER TWO (2) YEARS FIFTY (50) PERCENT OF THE HOMES HAVE NOT BEEN COMPLETED, THEN THE TOP COURSE MAY BE APPLIED (AS APPROVED BY THE CITY)

ITEM 609 - Standard Roll Type Curb and Gutter
C-1 per Monroe Standard Detail 300-6

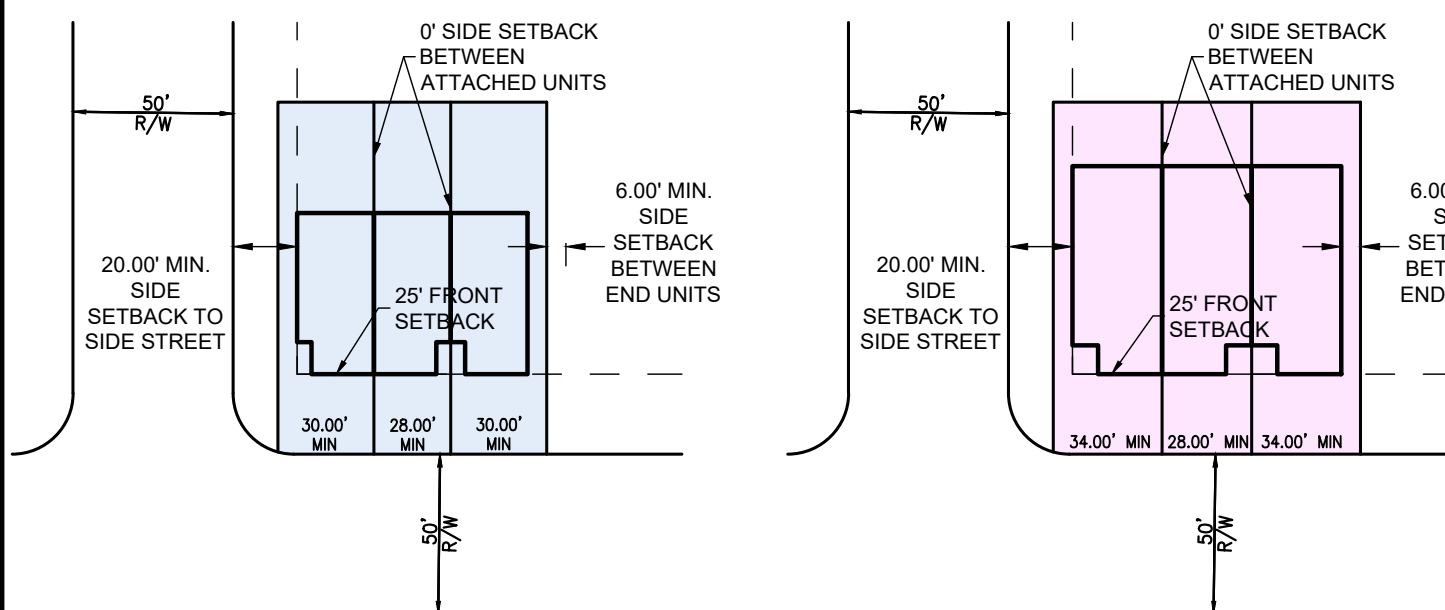
ITEM 407 - TACK COAT, to be applied at
rate of 0.06 gal. per sq. yd.

TACK COAT shall be applied to front face
of curb prior to the installation of 301
Bituminous Aggregate Base. Also to be
applied to curb joint after the
installation of 403 leveling course.

 CONCRETE WALK - 4" thick concrete sidewalk.
 5' wide, Item 608, Walk to be 1/2"
 higher than sod.

 ITEM 304 - BASE, 4" crushed & compacted

 ITEM 304 - BASE, 4" crushed & compacted aggregate



#24' TOWNHOME LOT
2,288 S.F. Min

28' TOWNHOME LOT
3.080 S.F. Min

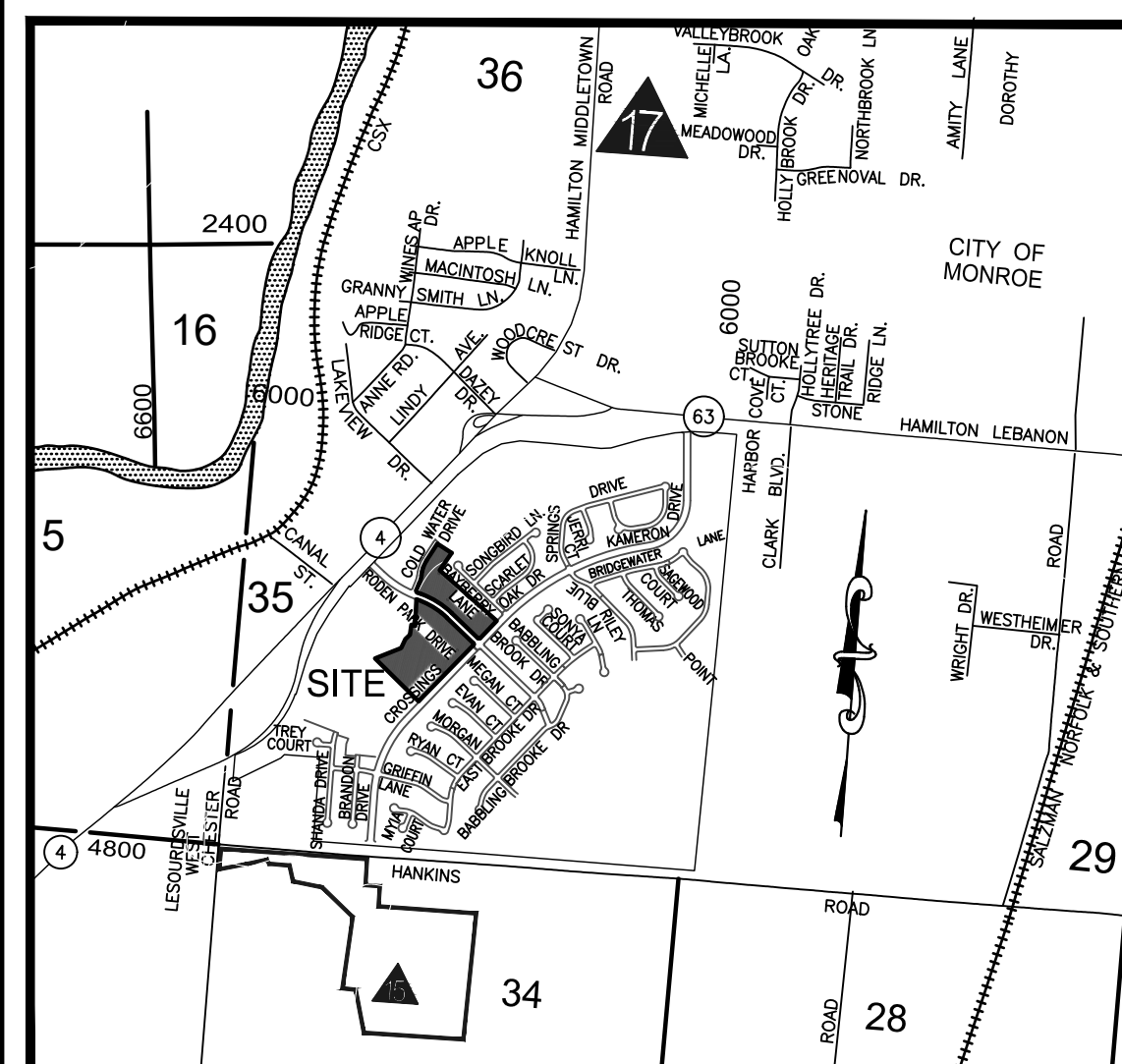
TYPICAL LOTS

N.T.S.

Note: Lot width shall be measured at the building setback line.

GENERAL NOTES

1. Sanitary to be tied into Butler County System.
2. Water to be installed and connected to Butler County System.
3. Gas & Electric to be supplied by Duke Energy.
4. All public streets to be constructed according to City of Monroe standards and specifications. All street gradients noted are preliminary.
5. Contours furnished from LIDAR data based on U.S.G.S. datum.
6. Concrete Walk to be installed.
7. Homeowner's Association to maintain open space landscaping
8. Existing Zoning: GR PUD
9. Storm sewer sizes are approximate, final sizes to be provided with Construction Drawings.
10. Construction of pedestrian crossing and any potential associated bridge improvements over Coldwater Creek shall be included with Section 2 construction.



LOCATION MAP

NOT TO SCALE

PRELIMINARY PLAT TOWNES AT MONROE CROSSINGS

SECTION 35, TOWN 3, RANGE 3

CITY OF MONROE

BUTLER COUNTY, OHIO

FEBRUARY 2025

Exhibit "A: Ord No. 2025-17

**ENGINEER, SURVEYOR &
LANDSCAPE ARCHITECT**

BAYER BECKER
6900 TYLERSVILLE ROAD,
SUITE A
MASON, OHIO 45040

OWNERS

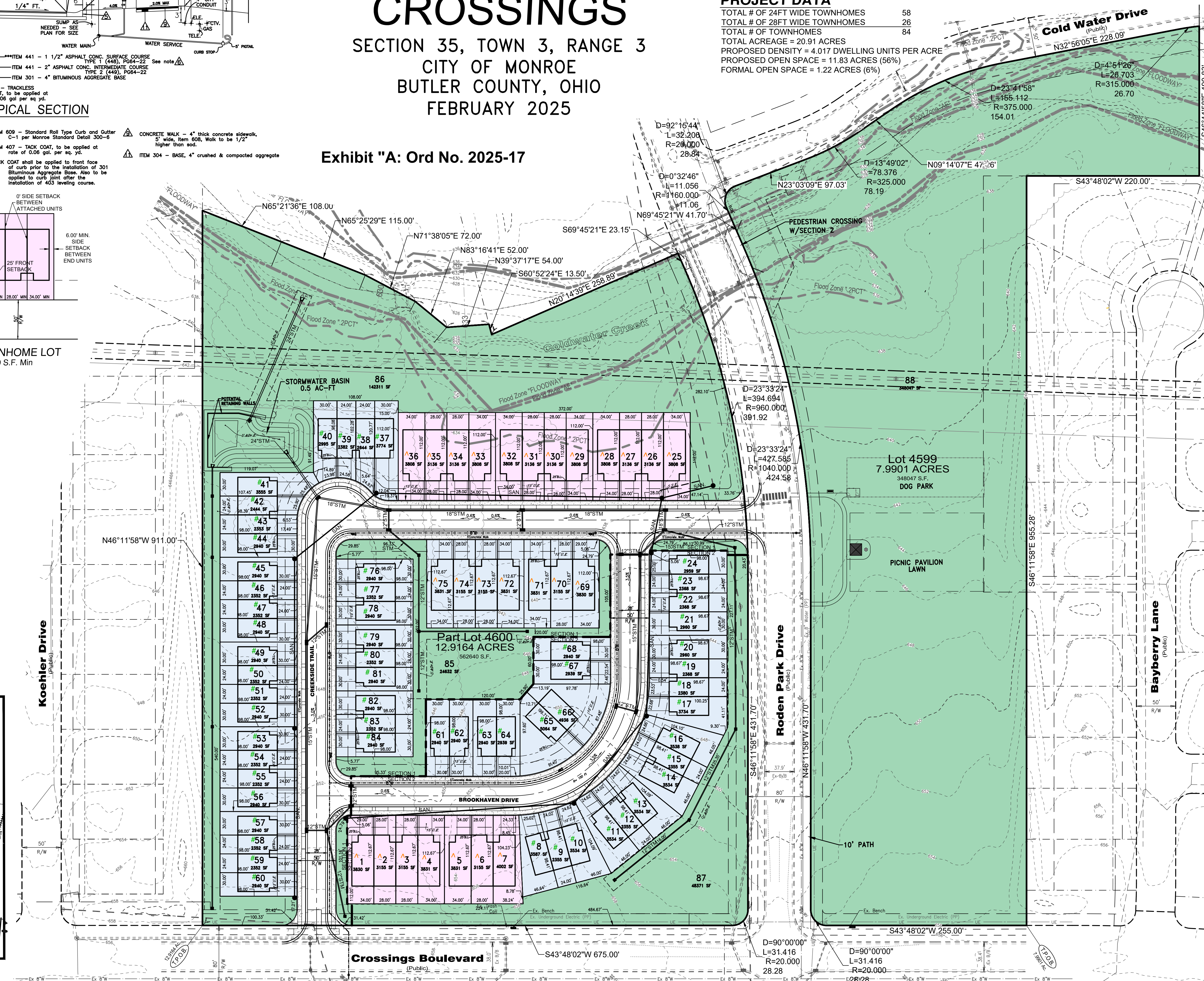
PARK PLACE DEVELOPMENT, LLC
5372 COTTAGE VIEW CT.
LIBERTY TOWNSHIP, OHIO 45011
513-675-6408

APPLICANT

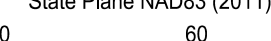
NVR, INC.
8622 JACQUEMIN DR.
WEST CHESTER, OH 45069
513-200-9014

PROJECT DATA

TOTAL # OF 24FT WIDE TOWNHOMES	58
TOTAL # OF 28FT WIDE TOWNHOMES	26
TOTAL # OF TOWNHOMES	84
TOTAL ACREAGE = 20.91 ACRES	
PROPOSED DENSITY = 4.017 DWELLING UNITS PER ACRE	
PROPOSED OPEN SPACE = 11.83 ACRES (56%)	
FORMAL OPEN SPACE = 1.22 ACRES (6%)	



Basis of Bearing:
State Plane NAD83 (2011)



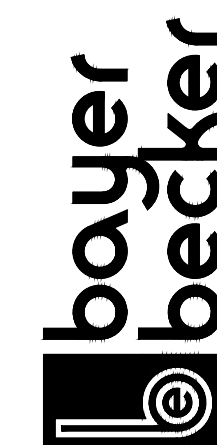
A number line from 0 to 10. The segment between 4 and 5 is shaded black.

[illegible]

TOWNES AT MONROE CROSSINGS

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

PRELIMINARY PLAT



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

Drawing:

Drawn by: _____

RELATE	MGL
	Checked By:

Issue Date: _____

2-18-25

1

EMERGENCY ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING EXHIBIT “1” OF ORDINANCE NO. 2024-33 TO INCREASE THE NUMBER OF ASSISTANT FIRE CHIEFS FROM TWO TO THREE AND DECLARING AN EMERGENCY.

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

SECTION 1: Exhibit “1” of Ordinance No. 2024-33 is hereby amended as set forth in Exhibit “1” attached hereto and made a part hereof to increase the number of Assistant Fire Chiefs from two to three.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that Council deems it necessary to improve operational efficiency at the earliest possible date. Therefore, this measure shall take effect from and after its passage.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

First Reading; _____

Ex "1" Ord No. 2025-18

Pay Grade	Pay Ranges			
	Minimum Annual	Maximum Annual	Minimum Hourly	Maximum Hourly
10	\$ 110,999.17	\$ 158,808.05	\$53.36	\$76.35
9	\$ 103,599.22	\$ 148,280.15	\$49.81	\$71.29
8A	\$ 98,325.00	\$ 134,800.15	\$47.27	\$64.81
8	\$ 96,690.96	\$ 126,610.34	\$46.49	\$60.87
7	\$ 78,670.50	\$ 110,507.47	\$37.82	\$53.13
6	\$ 71,024.73	\$ 99,434.60	\$34.15	\$47.81
5	\$ 61,461.33	\$ 86,045.86	\$29.55	\$41.37
4	\$ 56,544.43	\$ 79,162.20	\$27.18	\$38.06
3	\$ 51,627.52	\$ 72,278.53	\$24.82	\$34.75
2	\$ 49,267.40	\$ 68,974.37	\$23.69	\$33.16
1	\$ 38,750.40	\$ 49,169.07	\$18.63	\$23.64

TITLE	CLASS	POSITIONS	PAY GRADE
NON UNION EMPLOYEES			
COUNCIL			
CLERK OF COURTS	C	1	3
CITY MANAGER'S OFFICE			
ASSISTANT CITY MANGER	UC	1	10
HUMAN RESOURCES MANAGER	UC	1	7
TECHNOLOGY SERVICES MANAGER	UC	1	7
IT OPERATIONS MANAGER	UC	1	7
HUMAN RESOURCES SPECIALIST	UC	1	5
ECONOMIC DEVELOPMENT MANAGER	UC	1	7
TECHNOLOGY SUPPORT SPECIALIST	UC	1	3
COMMUNICATIONS AND MANAGEMENT ASSISTANT	UC	1	4
INTERN/SEASONAL STAFF	UC	1	1
DEVELOPMENT			
DEVELOPMENT DIRECTOR	UC	1	9
ASSISTANT DEVELOPMENT DIRECTOR	UC	1	8
PLANNER	UC	1	5
PROPERTY MAINTENANCE INSPECTOR	UC	1	4
PLANNING & ZONING SPECIALIST	UC	1	3
FINANCE			
FINANCE DIRECTOR	UC	1	9
FINANCE ADMINISTRATOR	UC	1	7
FINANCIAL SERVICES MANAGER	UC	1	7
INCOME TAX ADMINISTRATOR	UC	1	7
FINANCE SPECIALIST (Payroll & Accounts Payable)	UC	2	3
INCOME TAX AUDITOR	UC	2	3
COMMUNITY SERVICES SPECIALIST	UC	3	2
UTILITY BILLING SPECIALIST	UC	2	2
ADMINISTRATIVE SUPPORT CLERK	UC	1	1
INTERN/SEASONAL STAFF	UC	1	1
FIRE			
FIRE CHIEF	UC	1	9
ASSISTANT FIRE CHIEF	UC	3	8A
FIRE CAPTAIN	C	1	UNION SCALE
EMS COORDINATOR	C	1	UNION SCALE
BATTALION CHIEF	C	3	UNION SCALE
FIRE ADMINISTRATIVE ASSISTANT	UC	1	2
FIRE LIEUTENANT	C	6	UNION SCALE
FIREFIGHTER/PARAMEDIC/EMT	C	34	UNION SCALE
POLICE			
POLICE CHIEF	UC	1	9
POLICE CAPTAIN	UC	2	8A
POLICE LIEUTENANT	C	3	UNION SCALE

COMMUNICATIONS SUPERVISOR	UC	1	5
DISPATCHER	C	8	3
RECORDS SUPERVISOR	UC	1	5
POLICE ADMINISTRATIVE ASSISTANT	UC	1	2
POLICE SERGEANT	C	4	UNION SCALE
PATROL OFFICER	C	29	UNION SCALE
PUBLIC WORKS			
PUBLIC WORKS DIRECTOR	UC	1	9
CIVIL ENGINEER	UC	1	7
ASSISTANT PUBLIC WORKS DIRECTOR	UC	2	8
PUBLIC WORKS SUPERINTENDENT	UC	3	6
GIS ANALYST	UC	1	6
PROJECT MANAGER/INSPECTOR	UC	1	5
PUBLIC WORKS ADMINISTRATIVE ASSISTANT	UC	2	2
INTERN/SEASONAL STAFF	UC	4	1
PUBLIC WORKS CREW LEADER	C	6	UNION SCALE
SERVICE WORKER II & III	C	20	UNION SCALE
SERVICE WORKER I	UC		UNION SCALE

UNION EMPLOYEES

CLASS: C= CLASSIFIED UC= UNCLASSIFIED

RESOLUTION NO. 25-2025

A RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF \$45,366.06 FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY, OFFICE OF CRIMINAL JUSTICE SERVICES, FOR THE 2025 OHIO BODY-WORN CAMERA GRANT PROGRAM.

WHEREAS, application was made and approved for a grant through the Office of Criminal Justice Services; and

WHEREAS, Council desires to accept said grant.

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

SECTION 1: Council hereby accepts a grant in the amount of \$45,366.06 from the Ohio Department of Public Safety, Office of Criminal Justice Services, for the 2025 Ohio Body-Worn Camera Grant Program.

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

Individual Application

A. Application Details:

Application ID: IA-0000000729

Program: Body Worn Camera

Project Title: City of Monroe

Focus of Application: City

Application Reference Number: 2025-BW-LEC-28626

Program Area: LEC - Law Enforcement Body Worn Cameras

Project Start and End Period: 2024-07-15 To 2026-06-30

B. Project Director

Prefix: Mr.

Title: Finance Director

Address: 233 S Main St

Phone: 513-539-7374

County: Butler

First Name: Jacob

Agency: City of Monroe

Last Name: Burton

Email: burtonj@monroeohio.gov

City: Monroe

Zip: 45050

C. Implementing:

Prefix: Mr.

Title: Police Chief

Address: 601 S Main St

Phone: 513-539-9234

County: Butler

First Name: Robert

Agency: Monroe Police Department

Last Name: Buchanan

Email: buchananb@monroeohio.gov

City: Monroe

Zip: 45050

D. Subgrantee:

Prefix: Mr.

Title: City Manager

Address: 233 S Main St

Phone: 513-539-7374

County: Butler

Tax Id: 316001706

First Name: Larry

Agency: City of Monroe

Last Name: Lester

Email: lesterl@monroeohio.gov

City: Monroe

Zip: 45050

E. Budget Summary:

OCJS Funds: \$45,366.06

Cash Match: \$0.00

Inkind Match: \$0.00

Total Budget: \$45,366.06

Vendor ID and Address code to be completed by OCJS:

Non-State Agency OAKS Vendor ID:

State Agency OAKS Vendor ID:

Overage

Split Funding

OAKS Address Code:

Vendor Location:

Primary Place of Performance:

City: Monroe

State: Ohio

Zip: 45050

Executive Summary

1.Purpose Statement:

The Monroe Police Department was among the first Butler County departments to use body cameras, beginning in 2017, and would like to continue their use into the future. As an early implementer of body cameras, the City was not awarded any grant funding during the implementation of cameras within the Monroe Police Department. This grant request would offset the cost of the annual service and licensing agreement for the departments body cameras. Receiving these funds allows those monies to be used to continue to enhance and improve the training and operations within the department. This will allow the Monroe Police Department to continue to serve its 15,600 residents to the highest standard. Police transparency, training, and community relationships are extremely important and valuable, and these grant funds would allow the Monroe Police Department to continue building upon past successes in those areas.

2.Project Statement:

The Monroe Police Department was among the first Butler County departments to use body cameras, beginning in 2017. The Monroe City Council authorized a five-year extension of the use of these cameras on April 12, 2022, ensure the Monroe Police Department will use body cameras through at least 2027. Body cameras were implemented after the department began the accreditation process through the national Commission on Accredited Law Enforcement Agencies (CALEA) in 2016. The Monroe Police Department prides itself on working with its community partners, having open communication with its residents and businesses, and conducting continuous officer training. These grant monies will allow the annual servicing and licensing costs of the body camera to be offset for two of the five years of the contract, allowing those monies to be directly available for police training and other department enhancements.

SUSTAINABILITY/ACCOMPLISHMENTS/OBSTACLES

PROJECT DESCRIPTION

PARTICIPATING AGENCIES / COLLABORATION

Equipment

Item(s) Being Purchased	Quantity	Unit Price	Total
		\$	\$0.00

Equipment Total: \$0.00

Other Costs

Audit costs are only supported for Non-Federal entities that expend \$750,000 or more in Federal funds in the organization’s fiscal year and are required to arrange for a single organization-wide audit.

Other Charges	Cost	Terms	Total
Other 1 (Specify)	\$22683.03	2	\$45,366.06

Other Costs Total: \$45,366.06

The City of Monroe City Council authorized a five-year agreement on April 12, 2022 for years 2022-2027 for a total amount of \$113,415.17, which resulted in a total savings over the five-year term of \$110,561.23. The Monroe Police Department issued payment of \$22,683.03 to Axon Enterprise Inc. on August 15, 2024 for the 2024 annual service and licensing for body cameras. Therefore, the 2024 payment already made, and the payments to be made in 2025 and 2026, each in the amount of \$22,683.03, qualify for this grant program. The total eligible amount during this 3 year period is \$68,049.09. The Monroe Police Department is requesting reimbursement for 2 of the 3 qualifying years. This grant would offset the annual service and licensing expense, allowing these funds to be used for training and other programs that will aid in the continual enhancement of the Monroe Police Department operations.

Indirect Costs

Amount of Direct Costs Less Equipment	Percent 0 to 10%	Total
\$45,366.06	0%	\$0.00
Indirect Cost Total: \$0.00		

Budget Request By Resource & Cost Category

	1. Matching Funds		2. OCJS Funds	3. Total
	Cash	Inkind		
1. Equipment	\$0.00	\$0.00	\$0.00	\$0.00
2. Other Costs	\$0.00	\$0.00	\$45,366.06	\$45,366.06
3. Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00
4. Total Project Budget OCJS decision	\$0.00	\$0.00	\$45,366.06	\$45,366.06

Please list other Federal, State and Local funding sources received or projected to be received by your Agency in support of the proposed project. If funding is pending please state the projected award date.

What other funding sources are received by your agency in support of your overall program?

	Amount	Percentage %
OCJS Funds Requested:	\$45,366.06	100%
Cash Match:	\$0.00	0%
In-Kind Match:	\$0.00	0%
Total Project Budget:	\$45,366.06	100%



Body Worn Camera Grant FUNDING AWARDS

**new body worn camera programs*

Implementing Agency	County	Award Amount
Shawnee Township Police Department	Allen	\$11,409.12
*Village of Elida Police Department	Allen	\$20,177.20
Ashland County Sheriff's Office	Ashland	\$25,100.00
*Ross Township Police Department	Butler	\$18,644.96
Miami University Police Department	Butler	\$27,560.00
City of Oxford Division of Police	Butler	\$38,437.20
Monroe Police Department	Butler	\$45,366.06
*Trenton Police Department	Butler	\$52,319.12
City of Hamilton Police Department	Butler	\$73,065.26
West Chester Police Department	Butler	\$86,829.95
Butler County Sheriff's Office	Butler	\$141,709.51
*Felicity Police Department	Clermont	\$6,425.78
Pierce Township Police Department	Clermont	\$13,243.80
Milford Police Department	Clermont	\$29,123.45
Union Township Police Department	Clermont	\$53,258.20
Clermont County Sheriff's Office	Clermont	\$85,660.19
*Blanchester Police Department	Clinton	\$17,630.00
Perry Township Police Department	Columbiana	\$21,560.00
Galion Police Department	Crawford	\$7,125.00
Crestline Police Department	Crawford	\$13,424.00
*Bentleyville Police Department	Cuyahoga	\$8,725.00
Brooklyn Heights Village Police Department	Cuyahoga	\$9,265.00
Independence Police Department	Cuyahoga	\$9,984.00
Gates Mills Police Department	Cuyahoga	\$10,919.25
Hunting Valley Police Department	Cuyahoga	\$11,847.50



BODY WORN CAMERA GRANT FUNDING AWARDS

**new body worn camera programs*

Implementing Agency	County	Award Amount
Pepper Pike Police Department	Cuyahoga	\$13,139.73
Cleveland Metroparks Police Department	Cuyahoga	\$22,375.00
Bedford Heights Police Department	Cuyahoga	\$24,621.56
Cuyahoga Heights Police Department	Cuyahoga	\$24,712.82
Walton Hills Police Department	Cuyahoga	\$25,000.00
Warrensville Heights Police Department	Cuyahoga	\$32,997.00
Cleveland State University Police Department	Cuyahoga	\$36,090.00
Cleveland Heights Police Department	Cuyahoga	\$41,400.00
University Heights Police Department	Cuyahoga	\$44,000.00
Olmsted Township Police Department	Cuyahoga	\$49,216.00
North Royalton Police Department	Cuyahoga	\$49,500.00
Parma Police Department	Cuyahoga	\$50,000.00
Garfield Heights Police Department	Cuyahoga	\$54,134.64
Mayfield Heights Police Department	Cuyahoga	\$84,915.00
Euclid Police Department	Cuyahoga	\$85,200.80
Hicksville Police Department	Defiance	\$13,544.02
Defiance Police Department	Defiance	\$33,456.00
*Defiance County Sheriff's Office	Defiance	\$46,226.00
*Village of Ashley Police Department	Delaware	\$8,608.00
Village of Shawnee Hills Police Department	Delaware	\$16,766.71
Carroll Police Department	Fairfield	\$11,888.00
Fairfield County Sheriff's Office	Fairfield	\$52,986.51
Perry Township Police Department	Franklin	\$18,070.00
Clinton Township Police Department	Franklin	\$29,207.50
Hilliard Division of Police	Franklin	\$45,000.00
City of Gahanna Division of Police	Franklin	\$50,000.00
Grove City Division of Police	Franklin	\$75,000.00
Fayette Police Department	Fulton	\$2,375.00
*Gallia County Sheriff's Office	Gallia	\$54,168.70
Wright State University Police Department	Greene	\$6,576.40
Bellbrook Police Department	Greene	\$19,287.84





BODY WORN CAMERA GRANT FUNDING AWARDS

**new body worn camera programs*

Implementing Agency	County	Award Amount
City of Beavercreek Police Department	Greene	\$21,689.50
Xenia Police Division	Greene	\$27,699.15
Greene County Sheriff's Office	Greene	\$44,623.75
*Elmwood Place Police Department	Hamilton	\$14,038.00
Wyoming Police Department	Hamilton	\$20,766.43
*Greenhills Police Department	Hamilton	\$27,504.97
St. Bernard Police Department	Hamilton	\$43,599.52
Green Township Police Department	Hamilton	\$66,026.70
Colerain Township Police Department	Hamilton	\$112,106.43
Henry County Sheriff's Office	Henry	\$8,900.00
Hocking County Sheriff's Office	Hocking	\$13,748.13
Monroeville Police Department	Huron	\$15,454.79
Cross Creek Township Police Department	Jefferson	\$11,107.00
Steubenville Police Department	Jefferson	\$55,506.33
*Timberlake Police Department	Lake	\$12,339.80
*Kirtland Hills Police Department	Lake	\$35,172.00
*Eastlake Police Department	Lake	\$50,710.00
Licking County Sheriff's Office	Licking	\$12,540.00
Logan County Sheriff's Office	Logan	\$46,980.00
Avon Police Department	Lorain	\$5,234.00
Avon Lake Police Department	Lorain	\$19,372.78
Lorain Police Department	Lorain	\$99,649.05
Sylvania Township Police Department	Lucas	\$26,876.07
Lucas County Sheriff's Office	Lucas	\$75,002.39
*Village of New Middletown Police Department	Mahoning	\$1,710.71
Mahoning County Sheriff's Office	Mahoning	\$17,152.00
Canfield Police Department	Mahoning	\$30,000.00
*Youngstown State University Police Department	Mahoning	\$41,548.00
Marion County Sheriff's Office	Marion	\$34,672.87
Marion Police Department	Marion	\$68,784.72
Montville Township Police Department	Medina	\$35,000.00



BODY WORN CAMERA GRANT FUNDING AWARDS

**new body worn camera programs*

Implementing Agency	County	Award Amount
Wadsworth Police Department	Medina	\$55,344.68
Coldwater Police Department	Mercer	\$22,600.00
Piqua Police Department	Miami	\$47,828.00
Miami County Sheriff's Office	Miami	\$87,656.28
City of Riverside Police Department	Montgomery	\$17,764.32
Montgomery County Sheriff's Office	Montgomery	\$43,200.00
McConnelsville Police Department	Morgan	\$8,538.88
Morrow County Sheriff's Office	Morrow	\$10,353.60
*Roseville Police Department	Muskingum	\$8,910.34
Port Clinton Police Department	Ottawa	\$24,991.92
New Lexington Police Department	Perry	\$28,644.00
Streetsboro Police Department	Portage	\$10,665.37
Brimfield Police Department	Portage	\$33,260.20
West Alexandria Police Department	Preble	\$8,544.99
*Gratis Police Department	Preble	\$13,627.00
Ross County Sheriff's Office	Ross	\$80,949.60
Portsmouth Police Department	Scioto	\$21,400.00
Scioto County Sheriff's Office	Scioto	\$27,300.00
Alliance Police Department	Stark	\$12,596.33
Brewster Police Department	Stark	\$12,613.65
North Canton Police Department	Stark	\$18,397.44
Stark County Park District Police Department	Stark	\$31,450.40
Canal Fulton Police Department	Stark	\$47,325.00
Canton Police Department	Stark	\$100,855.00
Jackson Township Police Department	Stark	\$106,483.95
Reminderville Police Department	Summit	\$18,018.40
Springfield Township Police Department	Summit	\$23,300.00
Boston Heights Police Department	Summit	\$26,592.62
Twinsburg Police Department	Summit	\$26,640.00
Stow Police Department	Summit	\$48,281.60
Norton Police Department	Summit	\$59,232.39



BODY WORN CAMERA GRANT FUNDING AWARDS

**new body worn camera programs*

Implementing Agency	County	Award Amount
Akron Police Department	Summit	\$60,000.00
*Macedonia Police Department	Summit	\$62,000.00
Barberton Police Department	Summit	\$70,810.84
*Warren Township Police Department	Trumbull	\$4,823.00
Cortland Police Department	Trumbull	\$6,216.00
Lordstown Police Department	Trumbull	\$15,000.00
Liberty Township Police Department	Trumbull	\$36,960.00
New Philadelphia Police Department	Tuscarawas	\$23,808.00
*Dover Police Department	Tuscarawas	\$58,366.44
Washington County Sheriff's Office	Washington	\$11,400.47
Bryan Police Department	Williams	\$12,330.00
Village of Pemberville Police Department	Wood	\$8,453.02
Bowling Green State University Police Department	Wood	\$36,630.00

From: [Preidt, Katy](#)
To: [Seth Geisler](#)
Cc: [Schneider, Erin N.](#); [Brooks, Cara M](#); [Chris Schwinden](#); [Elijah Moore](#); [Dewey Evans](#); [Alex Betsch](#); [Sam Henning](#); ["Andrea Pinho"](#)
Subject: [External Sender] Duke Energy Site Readiness – Congratulations!
Date: Wednesday, April 9, 2025 8:50:29 AM
Attachments: [image001.png](#)

WARNING - This email originated from an EXTERNAL SOURCE. Do not click any links or open attachments unless you can confirm the sender.

Congratulations on being selected as a 2025 Duke Energy Site Readiness Program Participant!

We appreciate the time and effort involved in your submission for the HLF – Monroe 310 site. Our goal for the program is to help your organization further advance the site's development and increase its marketability. Throughout this process, we will work in partnership with you along with our Site Readiness team that includes Bayer Becker (Alex Betsch) and the nationally-recognized site selection firm, Site Selection Group (Chris Schwinden, Dewey Evans, and Elijah Moore).

What you can expect next over the next few weeks:

- **Site Selection Group will reach out** and share additional information on Site Readiness.
- **Late May/early June - The Site Readiness team will send you an RFI** and you will have approximately 4 weeks to complete it.
- **The Site Readiness team will schedule a site visit.** Please treat this as you would any site visit and invite the typical attendees such as your utility reps, railroads, etc. and be prepared to present a community and site overview. Please reach out to [@Sam Henning](#) (REDI Cincinnati) for any support in this process. We are targeting August for this initial visit.
- **The Site Readiness team will schedule a final presentation.**
 - Site Selection Group will provide an economic development overview and a report specific to the site.
 - Bayer Becker will share conceptual plans for the site.
 - A \$10,000 grant will be awarded from Duke Energy to help implement recommendations.
 - We are targeting September for a presentation to your local leaders.

We appreciate your partnership and look forward to working with you on the Duke Energy Site Readiness Program!

Please let me know if you have any questions.



KATY PREIDT

Economic Development Manager

m: 317.502.1695

Katy.Preidt@duke-energy.com

RESOLUTION NO. 26-2025

A RESOLUTION ACCEPTING THE 2025 DUKE ENERGY SITE READINESS PROGRAM GRANT IN THE AMOUNT OF \$10,000.

WHEREAS, application was made and approved for a 2025 Duke Energy Site Readiness Program Grant; and

WHEREAS, Council desires to accept said grant.

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

SECTION 1: Council hereby accepts the 2025 Duke Energy Site Readiness Program Grant in the amount of \$10,000.

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. 27-2025

A RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF \$75,000.00 FROM THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE H2OHIO CHLORIDE REDUCTION EQUIPMENT GRANT.

WHEREAS, application was made and approved for a grant through the Ohio Environmental Protection Agency for the H2Ohio Chloride Reduction Equipment Grant; and

WHEREAS, Council desires to accept said grant.

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

SECTION 1: Council hereby accepts a grant in the amount of \$75,000.00 from the Ohio Environmental Protection Agency for the H2Ohio Chloride Reduction Equipment Grant.

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



Project Title	H2Ohio Chloride Reduction Grant - Equipment	
Project Number	CCH2OSALT-217	
Project Start Date	May 1, 2025	
Project Closing Date	April 30, 2026	
Subrecipient	City of Monroe 233 South Main Street Monroe, Ohio 45050	
Subrecipient I.D. No.	31-6001706	
Project Representative	Jason Holbrook City of Monroe 233 South Main Street Monroe, Ohio 45050 513-727-8953 holbrookj@monroeohio.org	
Grantor	Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43216-1049	
	Drew Turner Division of Surface Water Ohio EPA P.O. Box 1049 Columbus, Ohio 43216-1049 614.644.2017 drew.turner@epa.ohio.gov	Joshua Griffin Division of Surface Water Ohio EPA P.O. Box 1049 Columbus, Ohio 43216-1049 614.644.2874 joshua.griffin@epa.ohio.gov
Grant Award	\$75,000.00	
Project Location	Butler County	
Watershed	Dicks Creek/050800020704	

**STATE OF OHIO ENVIRONMENTAL PROTECTION AGENCY
GRANT AWARD AGREEMENT**

PREAMBLE

This State of Ohio Environmental Protection Agency ("Ohio EPA" or "Grantor") Grant Award Agreement ("Agreement") for the grant award identified in the Award Summary affixed to the front of this Agreement, is entered into by and between the Director of Environmental Protection ("Director") on behalf of the Ohio EPA and the Grantee identified in the Award Summary. This Agreement establishes the duties and obligations of Ohio EPA and Grantee (with Ohio EPA and Grantee together referred to as "the parties").

WHEREAS Revised Code ("R.C.") 3745.01(C) and (E) authorize the Director to advise, consult, cooperate and enter into contracts or agreements with any other agencies of the state, the federal government, other states, interstate agencies, and persons and with affected groups, political subdivisions, and industries in furtherance of the purposes of R.C. Chapters 3704., 3714., 3734., 3745., 3751., 3752., 6109., and 6111.,

WHEREAS this grant award is in furtherance of the purposes of R.C. Chapter 6111.,

WHEREAS the Director has determined that Grantee's application for this grant award conforms to the requirements of and meets the eligibility criteria for, the grant award,

WHEREAS Ohio EPA desires to engage Grantee in, and Grantee desires to perform, the services provided for in this Agreement, in accordance with the terms and conditions prescribed by Ohio EPA.

NOW THEREFORE, in consideration of the mutual covenants and stipulations set forth in this Agreement, Ohio EPA and Grantee agree as follows:

ARTICLE I
Award

1. **(Award)** Pursuant to the terms and conditions of this Agreement, Ohio EPA hereby awards a grant award in the amount identified in the Award Summary as "award monies" to Grantee, which award monies shall constitute the sole and exclusive consideration offered or furnished by Ohio EPA for the performance of duties and obligations by Grantee.

ARTICLE II
Designees / Communications

2. **(Grantee's Designee)** Grantee shall coordinate all work with Ohio EPA through Grantee's designee, who shall be known as the "Project Contact," who shall have the authority to represent Grantee in the performance of its duties and obligations under this Agreement. The initial Project Contact shall be the person identified as such in the Award Summary. Grantee may designate different Project Contacts by providing written notification to the "Grant Coordinator".

3. **(Director's Designee)** Ohio EPA shall coordinate all work with Grantee through the Director, Chief of Ohio EPA's Division of Surface Water or his or her designee, which designee shall be known as the "Grant Coordinator," who shall have the authority to evaluate Grantee's performance under this Agreement and provide the necessary determinations, resolutions, revisions, approvals, or denials required by this Agreement. Given Ohio EPA's responsibilities under state law with respect to the work performed and award monies administered, Ohio EPA shall be the sole judge as to the adequacy of the work and its conformity to the terms and conditions of this Agreement. Any questions or dispute regarding the duties and obligations of Grantee shall be resolved by the Grant Coordinator. The initial Grant Coordinator shall be the person identified as "Grant Coordinator" in the Award Summary. The Director, through the Division of Surface Water, may designate different Grant Coordinators by providing written notification to the Project Contact.
4. **(Communications)** Except as provided elsewhere in this Agreement or as may be required by the Grant Coordinator, all notifications, requests, submittals, consents, payment requests or other communications to the Project Contact or the Grant Coordinator shall be by electronic communications compatible with that used by Ohio EPA. All such communications shall be effective upon the date of receipt by the addressed person.
5. **(Publications, Documents, Software, Events, and the Like)** To be addressed in attachments to this Agreement.

ARTICLE III

Dates / Performance

6. **(Effective and Project Closure Dates)**
 - a. This Agreement shall be effective and binding upon the parties on the date the last required signature is affixed to this Agreement, consistent with the provisions of this Agreement.
 - b. The project's scope of work, work plan or comparable activities or tasks are identified in Attachment A to this Agreement and shall be completed on or before the Project Closure Date identified in the Award Summary. Notwithstanding the Project Closure Date, the last quarterly fiscal and semi-annual progress reports, responses to evaluations, closing report, and such other reports as may be required by the Grant Coordinator shall be submitted by the dates set forth in this Agreement, or as maybe required by the Grant Coordinator. The Project Closure Date shall not be extended except upon a written, signed consent by the Project Contact and the Grant Coordinator. Any such consent shall occur before the Project Closure Date. Ohio EPA shall have no responsibility to provide financial assistance to Grantee for work performed outside of the terms of this Agreement.

7. (Performance)

- a. Grantee and subcontractors, if any, and their respective agents, servants and employees, shall fulfill the terms of this Agreement as independent contractors and neither Grantee and subcontractors, if any, nor their respective agents, servants or employees, shall at any time, or for any purpose, be considered as agents, servants or employees of Ohio EPA, and as such, are not public employees for the purposes of R.C. Chapter 145 based solely on being a party or participant to this Agreement.
- b. Grantee shall be solely responsible for the hiring of all its employees and for all of Grantee's business expenses related to this Agreement, including, but not limited to, computers, internet access, software, phone services and office space, and shall also be responsible for the required licenses, permits, employees' wages and salaries, benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- c. Grantee shall be solely responsible for ensuring the performance of and/or compliance with its duties and obligations arising under this Agreement and shall successfully perform and complete the work, activities, and requirements set forth in this Agreement. Grantee shall not subcontract its duties and obligations without prior written review and comment by the Grant Coordinator. As used in this Agreement, subcontracting shall include, but not be limited to, lower tier covered transactions and contracting with consultants. Grantee shall bind its subcontractors to the terms and conditions of this Agreement and shall not agree to any provision which seeks to bind Ohio EPA to terms inconsistent with, or at variance from, this Agreement.
- d. Ohio EPA may, from time to time, communicate specific instructions and requests to Grantee concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, unless a different period is specified in such notice, Grantee shall comply with such instructions and fulfill such requests to Ohio EPA's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement, and that the management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee.
- e. All provisions of this Agreement shall inure to the benefit of and be binding upon, the parties and their respective agents, successors, and assigns; provided neither party may assign, delegate, or transfer any of its respective duties, rights, and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, delegation or transfer

shall operate to release Grantee from its liability for the performance of its duties and obligations under this Agreement. No party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent. Any assignment, delegation or transfer not consented to may, at the sole discretion of Ohio EPA, be deemed void.

- f. Ohio EPA enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee, by entering into this Agreement, agrees. warrants and represents that it possesses the necessary expertise and experience and that all persons involved in Grantee's performance of work under this Agreement are properly qualified, trained, competent and experienced, and possess the required licenses, permits, certifications and registrations necessary to lawfully provide and perform the services. Where applicable, such persons are appropriately medically monitored during the activities undertaken. Ohio EPA shall not be required to provide any training or hire, supervise, or pay any assistants to Grantee to perform or enable it to perform services required under this Agreement. As used in this Agreement, the terms "tasks," "services" and "work" may be read interchangeably if the sense requires.
- g. If monitoring and environmental analysis activities are funded under this grant, Grantee shall submit a Quality Assurance Project Plan ("QAPP") to the Grant Coordinator within ninety (90) after the effective date of this Agreement unless an extension request has been submitted by the Grantee and approved by the Grant Coordinator. Failure to provide a QAPP within the prescribed period may result in delayed processing of payment requests. Monitoring and analysis activities commenced under this Agreement prior to the submittal and approval of the QAPP by the Grant Coordinator may be ineligible for reimbursement.

ARTICLE IV

Fiscal

- 8. **(Availability of Award monies)** It is expressly understood and agreed by the parties that none of the duties and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Revised Code including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary award monies are available or encumbered and, when required, such expenditure of award monies is approved by the Controlling Board of the State of Ohio, or until such time that Ohio EPA provides Grantee with written notice that such award monies have been made available to Ohio EPA by its funding source. If Ohio EPA should learn that award monies are unavailable to meet its obligations set forth herein, Ohio EPA will use best efforts to promptly notify Grantee and this Agreement shall be deemed void *ab initio*.

9. (Biennium Limitations) As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the last day of the fiscal biennium for which funds have been appropriated to Ohio EPA by the Ohio General Assembly for this project. Unless terminated pursuant to this Agreement, this Agreement shall be automatically renewed in each succeeding fiscal biennium in which any balance of sums payable by Ohio EPA under this Agreement remains unpaid, provided that both an appropriation of unpaid funds and the certification required by R.C. 126.07 are made, and provided further that the term of the payments shall not extend beyond the Project Closure Date, unless the parties agree in writing to payments beyond the Project Closure Date.

10. (Compensation / Procurement)

- a. Compensation shall be pursuant to Attachment B and this Agreement.
- b. Grantee shall employ its own procurement procedure, provided said procedure complies with applicable state law and rules.
- c. Pursuant to Ohio Adm.Code 126-3-01, a payment request is not proper if it contains a defect or impropriety. A payment request shall include, but not be limited to:
 - i. Grantee's name, federal employer identification number (or other appropriate identification), and the address where payment is to be sent,
 - ii. Purchase Order number which authorizes the purchase of services, a description of the services performed, and total hours worked,
 - iii. Signature of Grantee's Chief Fiscal Officer or comparable official, certifying that to the best of his/her knowledge and belief, the information contained in the payment request is correct, all expenditures support the work described, the requested is valid, and the work performed is consistent and compliant with this Agreement, and
 - iv. Such other information as required by the Grant Coordinator.
- d. Upon receipt of a proper payment request and approval of such request by the Grant Coordinator, a voucher for payment will be processed. The Grant Coordinator shall notify Grantee of any defect or impropriety of a payment request.

11. (Payment Restrictions) Unless revised by the Grant Coordinator and/or as set forth in an attachment to this Agreement, the first payment shall not be requested or paid until this Agreement is effective and Grantee has completed at least one quarter of work. The first and subsequent payments shall not be made until Ohio

EPA determines that Grantee has demonstrated satisfactory progress in compliance with this Agreement, as demonstrated by the semi-annual progress reports required under this Agreement, and upon submittal of a proper payment request form with authorized signature and certification. The final payment under this Agreement shall only be made upon satisfactory completion of the project and submission to Ohio EPA of an approvable closing report, including a final proper payment request with authorized signature and certification.

12. **(Program Income)** Program income, including interest earned, during the project period shall be reported on the quarterly fiscal reports and the closing report. Unless otherwise authorized by the Grant Coordinator, Grantee shall promptly, but at least quarterly, remit to Ohio EPA any program income, including interest, earned.
13. **(Expenditures Prior to Effective Date of this Agreement)** Grantee may, at its own risk, incur allowable, allocable, and reasonable costs prior to the effective date of this Agreement, but after the Project Start Date, provided such costs are pursuant to and consistent with, this Agreement. Prior to the effective date of this Agreement, no prior approvals by Ohio EPA shall be given. As used herein, Project Start Date means the date specified in the Award Summary. Work performed before the Project Start Date shall not be reimbursed or provided with financial assistance.
14. **(Eligible and Ineligible Costs Reimbursement)** The Grant Coordinator shall determine whether costs are eligible or ineligible for reimbursement. Eligible cost shall be consistent with this Agreement and the Grant from which the award monies originate. Cost ineligible for reimbursement include, but are not limited to, personnel or any administrative costs.
15. **(Separate Accounting)** All award monies received, and expenditures made under this Agreement shall be accounted for separately from other revenues received and expenditures made by Grantee and shall not be commingled with other funds. Records shall be kept consistent with generally accepted accounting practices ("GAAP") and Ohio EPA directives which are available from the Grant Coordinator.
16. **(Supporting Records)** Grantee shall be responsible for the receipt and expenditure of award monies and for maintaining adequate supporting records and documentation for award monies received and expenditures made, consistent with GAAP and Ohio EPA directives. Supporting records and documentation, which shall include agreements, contracts, invoices, vouchers, personnel time accounting records, purchase receipts and other data as appropriate, shall provide:
 - a. An accurate, current, and complete accounting of all financial transactions for services performed or entered into under this Agreement,
 - b. Identification of the source and expenditure of award monies,

- c. Control and accountability for all award monies, property and other assets and written assurance that award monies are used solely for the authorized purpose and are eligible costs,
- d. A comparison of actual costs versus budgeted costs,
- e. Procedures for determining eligible costs, and
- f. A systematic method to resolve audit findings and recommendations.

17. (Record Retention) In a manner consistent with GAAP and Ohio EPA directives, Grantee shall keep full and complete documentation of all fiscal accounting and any other record or document required by this Agreement on file for five (5) years after the Project Closure Date, or as such date may be renewed or extended, provided that if any litigation, claim, or audit is instituted before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Documentation supporting fiscal accounting shall be filed in a manner allowing for the documentation to be readily located.

18. (Access to Records) During the term of this Agreement and until five (5) years after the Project Closure Date or as extended pursuant to Agreement, Grantee shall provide Ohio EPA and the State of Ohio, their duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine and copy, or if requested, shall submit to Ohio EPA within two (2) weeks following a written request, any books, documents, papers and records of Grantee involving transactions or other activities related to this Agreement.

19. (Audit)

- a. Ohio EPA and the State of Ohio, or their duly authorized representatives shall have the right to audit Grantee's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.
- b. Grantee shall resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by Ohio EPA, and follow up on such findings as directed.

20. (Evaluations) The Grant Coordinator shall evaluate the project to determine if sufficient progress is being made by examining the performance required under this Agreement in conjunction with the milestone dates, the time remaining for performance within the project period, the availability of award monies necessary to complete the project, and such other criteria as the Grant Coordinator deems relevant. After any evaluation, the Grant Coordinator may transmit to Grantee a written evaluation report and may require responses from Grantee. If responses are required, Grantee shall respond in writing within thirty (30) days of its receipt of

the evaluation report. Failure to respond within thirty (30) days may result in delayed processing of payment requests.

- 21. (Quarterly Fiscal and Semi-Annual Progress Reports)** Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, Grantee shall submit quarterly fiscal and semi-annual progress reports, both with required original signatures and certifications, summarizing project activities before the thirtieth (30th) day following the quarter. Grantee shall use the most recent reporting format provided by Ohio EPA, which may include online computerized reporting in a program to be determined by Ohio EPA. Failure to submit required reports will result in delayed processing of payment requests and may constitute grounds for suspension or termination of this Agreement.
- 22. (Closing Report)** Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, closing fiscal summary and progress reports (together referred to as "closing report") shall describe all fiscal and technical activities and accomplishments during the term of this Agreement. The closing report shall integrate and add to all previously submitted fiscal and progress reports, use the most recent reporting format provided by Ohio EPA, and shall be submitted within forty-five (45) days after the Project Closure Date or such renewed or extended date.

ARTICLE V

Suspension or Termination

- 23. (Suspension or Termination)** The Grant Coordinator, by providing written notice to Grantee, may immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and require total or partial refund of any award monies provided under this Agreement, including interest which may have accrued on such monies, if in the Grant Coordinator's judgment:
- a. Grantee failed to comply with or satisfactorily perform any duty or obligation required by this Agreement,
 - b. Grantee has not shown the ability to perform in a satisfactory manner in the future, including but not limited to, failure to ensure reasonable completion of the project within the project period,
 - c. Grantee has not complied with state laws or rules,
 - d. Satisfactory performance of this Agreement is substantially endangered,
 - e. There is an unavailability of funds from Ohio EPA's funding source, whether an appropriation or otherwise; or
 - f. Upon other just cause.

24. **(Cessation of Work/Report)** Grantee upon receipt of a notice of suspension or termination shall immediately cease work on the suspended or terminated activities and take all necessary and appropriate steps to limit expenditures and minimize costs, and shall within thirty (30) days of receipt of such suspension or termination notice, submit a written report that identifies and details the work performed to that date, accomplishments, evaluation of project activities, and such other matters as may be required by Ohio EPA.
25. **(Payment of Services)** Grantee shall be reimbursed for eligible cost incurred and uncancelable commitments for activities related to the workplan up to the date Grantee received notice of suspension or termination, less any payments previously received, provided Grantee has supported such payments requests with detailed factual data identifying services performed and hours worked. In the event of suspension or termination, any payments made by Ohio EPA for which Grantee has not rendered services or cannot support such payment with detailed factual data, shall be returned to Ohio EPA.
26. **(Waiver of Additional Compensation)** Grantee agrees to waive any right to, and shall make no claim for, additional compensation against Ohio EPA by reason of such suspension or termination.
27. **(Termination of Agreement by Grantee)** Grantee may terminate this Agreement upon receipt by Ohio EPA of thirty (30) days prior written notice, whereupon termination shall be administered as if commenced by Ohio EPA.
28. **(Mutual Termination)** Upon mutual written, signed consent of the parties, this Agreement may be terminated, in whole or in part, pursuant to the provisions of said mutual consent. Grantee shall submit a request for payment which shall be reviewed pursuant to this Agreement.
29. **(Legal and Equitable Remedies)** The Director reserves the right to seek any and all other legal and equitable remedies.

ARTICLE VI

Liability

30. **(Liability)**
 - a. Each party agrees to be responsible for any and all claims for injury or damages arising from this Agreement which are attributable to its own actions or omissions or those of its trustees, officers, agents, employees, suppliers, third parties utilized by Grantee, subcontractors, or joint venturers, while acting under this Agreement, as determined by a court of competent jurisdiction. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

- b. Neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, as determined by a court of competent jurisdiction. Each party shall seek its own legal counsel and bear its own cost, including judgments, in any litigation that may arise from the performance of this Agreement.
- c. Notwithstanding any other term or condition in this Agreement, Ohio EPA's liability to Grantee for damages, whether in contract or in tort, shall not exceed the amount of award monies earned to date under this Agreement or the amount of direct damages incurred by Grantee, whichever is less. Grantee's sole and exclusive remedies for Ohio EPA's, an Ohio EPA employee's, or the State's failure to perform under this Agreement shall be as set forth in this paragraph. In no event shall Ohio EPA, any Ohio EPA employee, or the State of Ohio be liable to Grantee for any indirect or consequential incidental, special or punitive damages, including, but not limited to, loss of profits, even if the State, Ohio EPA, or Ohio EPA employees had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Grantee shall be liable for any personal injury or damage to real property or tangible personal property, caused by its or its agents, successors or assign's fault or negligence. Ohio EPA is hereby released from any and all liability for injury received by Grantee, its agents, successor's or assigns while performing tasks, duties and obligations set forth in this Agreement.

ARTICLE VII **Debarment**

31. **(Debarment)** Grantee hereby certifies, affirmatively represents and warrants that Grantee and its principals are not excluded or disqualified from consideration of state awards by the Director of the Department of Administrative Services pursuant to R.C. 153.02 or 125.25, and should this certification, representation and warranty be found to be false, this Agreement is void *ab initio* and any award monies provided to Grantee pursuant to this Agreement shall be immediately repaid to Ohio EPA and an action may be immediately commenced by the State of Ohio for recovery of said monies.

ARTICLE VIII **Agreement**

32. **(Agreement)** This Agreement contains the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter herein. Except as otherwise specified in this Agreement, this Agreement may not be modified, amended, or supplemented, or rights herein waived, except upon written, signed consent by the parties, provided that any such modification, amendment, supplementation, or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon Ohio EPA's authority to enter into agreements. The provisions of this Agreement are

severable and independent, and if any provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

33. **(Headings)** Headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
34. **(Controlling Law/Jurisdiction)** This Agreement and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
35. **(Current Version and Incorporation by Reference)** Where this Agreement references or cites to a state or federal law, statute, rule or regulation where compliance is to be achieved, such law, statute, rule, or regulation is hereby incorporation by reference as if fully rewritten herein as it exists at the effective date of this Agreement and as such law, statute, rule, or regulation, may from time to time be amended during the term of this Agreement. All documents that are affixed or attached to this Agreement are hereby incorporated by reference into this Agreement as if fully rewritten herein.

ARTICLE IX

Executive Orders

36. **(Executive Orders)**
- a. By entering into this Agreement Grantee affirms to have read and understands Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
 - b. Grantee shall disclose the principal location of business for Grantee and subcontractors who are supplying services and immediately notify Ohio EPA of any change or shift in the location(s) of services performed by Grantee or its subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that are outside of the United States.

- c. If Grantee or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase or investments shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services, purchases, or investments. If Grantee or any of its subcontractors perform any such services, purchases, or investments, Grantee shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.
- d. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- f. Notwithstanding the State permitting of time to cure the breach or Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Grantee performed outside the United States.

ARTICLE X

Prohibitions / Compliance

- 37. **(Contracts to Perform Substantially Identical Work)** By entering into this Agreement Grantee certifies, represents, and warrants that it has not entered into, nor shall it enter into, other contracts or agreements without prior written approval of Ohio EPA to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other contracts or agreements.
- 38. **(Nondiscrimination / Written Affirmative Action Plan)**
 - a. Pursuant to R.C. 125.111 and 4112.02, Grantee, its employees, and any person acting on behalf of Grantee shall not discriminate, by reason of race, color, religion, military status, sex, age, ancestry, national origin, or disability against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement, nor shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, military status, sex, age, ancestry, national origin, or disability.

- b. R.C. 125.111(B) provides that all contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services. Grantee affirms that it has read and understands the aforementioned Revised Code sections and if applicable, shall abide therewith in the performance of this Agreement.

39. (Human Trafficking) Grantee and any person acting on behalf of Grantee shall not engage in human trafficking; procure a commercial sex act or use forced labor in the performance of this Agreement.

40. (Smoke Free and Drug-Free Workplaces) Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

41. (Statutory Conflicts / Contributions / Soliciting Donations / Self Promotion)

- a. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if this Agreement would be or conflicts with, R.C. 3517.13, R.C. 127.16, or R.C. Chapter 102.
- b. Pursuant to its standard operating procedures and a due diligence inquiry, Grantee hereby certifies, to the best of its knowledge, that Grantee, its partners, officers, directors, shareholders, or spouses of any such person have not made contributions in excess of the limitations specified in R.C. 3517.13.
- c. Grantee shall not use any award monies to solicit donations or memberships to Grantee's organization. Use of or reference to, this Agreement, or the existence thereof, by Grantee to promote the business of Grantee is prohibited, unless otherwise consented to in writing by the Grant Coordinator.
- d. No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work and the end of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his / her functions and responsibilities with respect to said work. Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of this paragraph shall immediately disclose said interest to the Grant Coordinator in writing. Thereafter, said person shall not participate in any action affecting the work under this Agreement, unless the Grant Coordinator

determines that, notwithstanding the personal interest disclosed, participation in any such action would not be contrary to the public interest.

- e. By entering into this Agreement Grantee certifies, represents, and warrants that Grantee and those employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further certifies, represents, and warrants that in the performance of this Agreement, Grantee shall at all relevant times comply with R.C. 102.04, and ensure that Grantee's employees comply with said Statute. In the performance of this Agreement, any of the persons so enumerated who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the Grant Coordinator in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

42. (Lobbying) Grantee shall not use any award monies to support any political campaign for elective office, support attempts to lobby legislation before a legislative body or administrative agency, engage in lobbying of the federal, state, or local government or in litigation against the State of Ohio or United States unless authorized by law. Lobbying Activity Forms may be attached to this Agreement.

43. (Certification Against Unresolved Findings for Recovery) By entering into this Agreement Grantee represents and warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24. If this warranty is deemed to be false, this Agreement shall be void *ab initio* and Grantee shall immediately repay to Ohio EPA any award monies paid under this Agreement.

44. (Compliance / Assistance) In the performance of the duties and obligations under this Agreement, Grantee shall comply with and/or assist the Ohio EPA in compliance with, all applicable:

- a. State of Ohio Executive Orders,
- b. Ohio Department of Commerce Prevailing Wage Guidelines regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto, and
- c. Applicable state or federal laws, rules, or regulations.

ARTICLE XI

Miscellaneous

45. (Civil or Criminal Violation of Law) Grantee shall promptly notify the Grant Coordinator and refer to the Ohio Inspector General any credible evidence that any person has committed a civil or criminal violation of law involving the award monies.

46. **(Signage)**. Grantee shall place a sign at construction sites supported under this grant award displaying the Ohio EPA logo in a manner that informs the public that the project is funded in part or wholly by a grant from Ohio EPA. The sign shall be placed in a visible location that can be directly linked to the work taking place, shall be maintained in good condition throughout the construction period, and not displayed in a manner that implies that Ohio EPA itself is performing or conducting the work associated with the project. Signage costs are considered an allowable cost, provided that the costs are reasonable.
47. **(Public or Media Events)** Within twenty (20) working days advance notice, Grantee shall notify the Grant Coordinator of public or media events or news releases publicizing the accomplishments or significant events relative to this Agreement and provide the opportunity for attendance and participation or a statement by the Ohio EPA.
48. **(Health, Safety and Environmental Compliance)** All health, lab and field activities conducted under this Agreement shall be in accordance and compliance with all applicable health, safety and environmental laws, regulations, and guidelines.
49. **(Management Practices)**
- a. Grantee shall properly operate and maintain any best management practices or management practices implemented through this Agreement in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project, Grantee shall consider the potential impacts of climate events (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and to the maximum extent feasible, incorporate resilience to the potential impacts of climate events into the design, implementation, and operations of the project.
 - b. If the installation of best management practices is funded under this Agreement, within ninety (90) days after the effective date of this Agreement Grantee shall provide the Grant Coordinator with documentation of the anticipated useful life period, in terms of years, of the best management practices and assurances that best management practices will be properly operated and maintained throughout the anticipated useful life period in accordance with the design standards and specifications. Failure to provide the above best management practices documentation within the prescribed period may result in delayed processing of payment requests. Best management practices installation costs incurred prior to submittal of the above documentation may be ineligible, within the sole discretion of the Grant Coordinator, for reimbursement under this Agreement.
50. **(Disposition of Waste)** Disposal of all wastes shall be in accordance with state and federal regulations and rules and is the responsibility of the Grantee

51. **(Timely Fiscal Expenditures).** Grantee shall ensure that award monies are expended timely, commensurate to the progression of project. To ensure compliance with unliquidated obligations policies, Grantee shall notify the Grant Coordinator of potential drawdown delays that exceed 180 days.
52. **(Inability to Meet Outputs / Outcomes)** Grantee shall inform the Grant Coordinator as soon as problems, delays, or adverse conditions that will materially impair Grantee's ability to meet the outputs/outcomes specified in the project's scope of work, work plan or comparable activities or tasks, are known.
53. **(Documents to be Submitted at time of Signature) RESERVED**
54. **(Conflict)** Where there is a conflict or inconsistency between the body of this Agreement and an attachment or affixation to this Agreement, the attachment or affixation shall govern.
55. **(Ohio EPA / Director / Grant Coordinator)** As used in this Agreement, the terms "Ohio EPA," "Director," and "Grant Coordinator" may be read interchangeably if the sense requires.
56. **(Buy Ohio/ Minority Business Enterprise / Encouraging Diversity, Growth and Equity)** Grantee shall make a good faith effort to purchase from Ohio companies and from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors, the goods and services acquired under this Agreement. Grantee shall document such efforts and make such documentation available to the Grant Coordinator upon request.

By signing below, Grantee assures and certifies that the specific information detailed in this Agreement is current, accurate and complete, and that Grantee has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project described in this Agreement.

By signing below, Grantee further assures and certifies that Grantee and its principals, to the best of its knowledge and belief:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from receiving any state or federal awards, grants, contracts, or the like,
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public {Federal, State, or local} transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b, and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

By signing below, Grantee further assures and certifies that Grantee had the opportunity to discuss this matter with and obtain advice from legal counsel of it choosing, has carefully read and fully understands the provisions of this Agreement, understands that this Agreement is generic to State of Ohio EPA Grants, and as such, certain clauses may not be applicable to certain situations, and has knowingly and voluntarily entered into this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

(Grantee's Signature)

(Date)

(Print Name)

(Print Title)

Anne. M. Vogel, Director
Ohio Environmental Protection Agency

(Date)

APPENDIX A-Project Deliverables

City of Monroe

H2Ohio Chloride Reduction Grant - Equipment

CCH2OSALT-217

Objectives	Deliverables	Deliverable Units		Description
Equipment	truck Fill Station	1	System	Successful completion of this project will allow City of Monroe to purchase and install a truck fill station with 2 valve and truck off load.
Project Specific Outreach	Council Meeting Announcement	1	Announcement	Project will be supported with an educational and outreach component that will include activities such as, but not limited to, an announcement at the city council meeting, developing a newsletter article and posting on the city's social media account, etc.
	Newsletter	1	Article	
	Post on Social Media	1	Post	
Project Reporting	Submit Semi-Annual Progress Reports	2	Reports	Submit required reports to Ohio EPA at specified intervals
	Submit quarterly Fiscal Reports	4	Reports	
	Submit closing Fiscal Report	1	Report	
	Submit closing Progress Report	1	Report	

2/25/2025 15:04

APPENDIX B-Approved Budget

City of Monroe

H2Ohio Chloride Reduction Grant - Equipment

CCH2OSALT-217

Budget Form Worksheets

Category	Category Totals
Personnel	\$0
Fringe	\$0
Travel	\$0
Equipment	\$75,000
Supplies	\$0
Contractual	\$0
Other	\$0
Cost Share	\$0
Total	\$75,000

Budget By Funding Source

Category	H2Ohio Funds	Local	Category Totals
Personnel	\$0	\$0	\$0
Fringe	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$75,000	\$0	\$75,000
Supplies	\$0	\$0	\$0
Contractual	\$0	\$0	\$0
Other	\$0	\$0	\$0
Cost Share	\$0	\$0	\$0
Total	\$75,000	\$0	\$75,000

2/25/2025 15:04

APPENDIX B-Approved Budget

City of Monroe

H2Ohio Chloride Reduction Grant - Equipment

CCH2OSALT-217

Sub-Contract Subform

	Amount	Justification
1	\$75,000.00	Costs associated with purchasing and installation of a truck fill station with 2 valve and truck off load.
	\$75,000.00	SUBTOTAL

***Compliance with Phase II stormwater regulations may be necessary during project implementation. Be advised that federal guidelines require that no 319 grant or local matching funds may be used to pay for Stormwater Phase II compliance.**

ATTACHMENT

**GRANT
APPLICATION**

(or applicable portions)



**Environmental
Protection
Agency**

H2Ohio Rivers Initiative Chloride Reduction Grant Application

Ohio Environmental Protection Agency
Division of Surface Water

Part 1: Cover Sheet

Project Applicant Information

Organization: City of Monroe

Mailing Address: 233 South Main Street

City: Monroe

State: OH

Zip+4 45050

County:

Butler

Federal Tax

Identification #:

31-6001706

Do you apply salt or other deicers to roads, sidewalks or surface lots throughout your territory?

YES

Please ensure the person designated as the authorizing official has full authority to sign the grant agreement and any contracts related to the grant.

General Project Information

Project Manager

First Name Jason

Project Manager

Last Name Holbrook

Phone Number

(with Area Code) 513-727-8953

Project Manager

Email: holbrookj@monroeohio.org

Address: (if
different from
above)

City:

State:

Zip +4

Total Funds

Requested: \$ 75,000.00

Watershed Name

(12-digit HUC): Dicks Creek

USGS 12-digit HUC

Number Code: 050800020704

**This project is described in an approved 9-Element Ohio Nonpoint
Implementation Strategy (NPS-IS) or AMDAT strategy?**

☐

Yes

No

☐

(see Below)

☒

Not Sure

**If not described in an approved 9-element NPS-IS, are you preparing or updating an existing
NPS-IS?**

Applicant Authorization

**To the best of my knowledge and belief, all data and information contained in this project application is true, current, and correct. This application
package is duly authorized by the following governing body:**

Authorized

Individual Name: Larry Lester

Title: City Manager

**Individual
Signature:**

J. M. J. J.

Date:

1/31/24

*This signature may be submitted with an esignature on the Adobe PDF copy. Otherwise, this page may be printed, signed, scanned,
and submitted along with the full Microsoft Excel file and Adobe file submitted via email to
cara.hardesty@epa.ohio.gov and john.mathews@epa.ohio.gov. Thank you.*

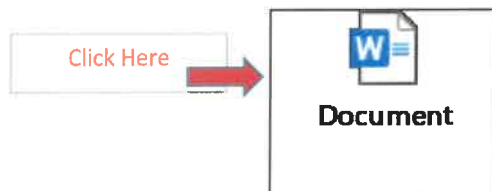


Part 2: Project Grant Budget

Category	Description	Grant Dollars	Line Item Total	Entity Owning Equipment or Site Improvement
Equipment	Flex Pro Truck Fill Station with 2 valve and truck off load, BrineXtreme.	\$ 75,000.00	\$ 101,636.10	City of Monroe
Choose an Item				
Choose an Item				
Choose an Item				
Choose an Item				
Grand Total		\$75,000.00	\$101,636.10	

Part 3: Project Work Plan

Provide an overview of the proposed project. Please include the current status of equipment or facilities, benefits of new or improved equipment or facilities, projected timeline of purchase/construction, and a detailed description of budget line items and how they fit within the scope of your project. If it is necessary to include budget information from outside of the grant term, please indicate it will not be covered with grant funds. Graphics, documents, tables, or photos are encouraged.



****Double click on Word document box. A blank Microsoft Word document will open. Please type the project overview in this document. This document will save within the Excel document. You do not need to print this off separately.****

Organization: City of Monroe

Provide an overview of the proposed project. Please include the current status of equipment or facilities, benefits of new or improved equipment or facilities, projected timeline of purchase/construction, and a detailed description of budget line items and how they fit within the scope of your project. If it is necessary to include budget information from outside of the grant term, please indicate it will not be covered with grant funds. Graphics, documents, tables, or photos are encouraged.

The City of Monroe currently does not own a salt brine maker. Currently, the Public Works Department produces salt brine in a very inefficient and unconventional manner. By utilizing a buried ten-thousand-gallon concrete tank, which was once utilized as a softening tank at the site of the City's former water treatment plant, thirty tons of road salt is hauled 3.6 miles from our salt barn and dumped into this tank. Water is then added to the tank. Using a trash pump, the water is recycled through the tank until all the salt has dissolved. This concentrated mixture is then pumped into a trailer mounted one-thousand-gallon tank and hauled the 3.6 miles back to the street department location where the salt brine storage tanks are located. Once back at the storage tanks, the brine concentrate is pumped into a dosing tank where water is added to dilute the concentrate to the proper salinity of 23.3% salt. Once this has been accomplished, the salt brine is pumped into a storage tank. Currently, there are seventeen-thousand-gallons of salt brine storage at the street department. City street crews can only produce around three-thousand-gallons of usable salt brine per day utilizing these methods.

The purchase of a salt brine maker would allow city crews to produce five thousand gallons of salt brine per hour. This would greatly reduce the amount of salt brine storage capacity necessary.

Having a salt brine maker would allow city crews to stop using the underground storage tank and have it removed. This tank must be cleaned every couple of years, which causes city employees to make confined space entries to shovel out sediment. The City will realize financial savings as well in reduced labor costs. The current process is very labor intensive and requires a minimum of three full-time employees to produce and haul the salt brine. If all the storage tanks are empty, it can take three full-time employees up to five days to fill the storage tanks. The current one-thousand-gallon trailer mounted tank is not equipped with internal baffles; therefore, some salt brine is spilled on each 3.6-mile trip back to the street department location.

The City of Monroe is currently in the early stages of the design/build process for a new Public Works facility. If awarded, this equipment would be installed at our current Public Works facility and then moved to the new facility upon completion. The new facility will have a design that is more mindful of salt brine runoff from the new salt barn and brine making area.

Having a manufactured salt brine maker will help reduce salt and salt brine loss through efficiency.

Upon notification of award, the City will immediately move forward with the purchase of the salt brine making equipment. It will be installed upon delivery. Delivery would be expected within four to six months of order placement.

The total cost for the purchase and installation of the salt brine maker is \$101,636.10. The detailed quote for this purchase has been included as an attachment with this application. The City of Monroe is requesting grant funding in the amount of \$75,000, while the City would cover the remaining \$26,636.10, utilizing funds currently included within the City's 2024 budget as the City's Street Fund budget in 2024 includes \$39,298 for the purchase of tools and equipment.

Please see the following pages for pictures and descriptions of the current set-up as described above.





1,000 Ton Salt Storage

1,100 Ton Salt Storage





This truck and trailer is used to haul salt brine the 3.6 miles from the underground tank back to the dosing and storage tanks. From the storage tanks the salt brine is pumped into trucks for application at the spreader or for laying brine on the roadways.

1,000 Gal Tank











Pipe used to pull brine
from storage tank





HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
1/16/2024	1

CUSTOMER: Henderson Products Inc.
CONTACT: Jim Heiberger
ADDRESS: 1085 S.3rd.St.
Manchester, Iowa United Sta 52057

QUOTE ID: 179115-6
QUOTE DATE: 1/16/2024
VALID UNTIL: 3/16/2024

PHONE: 563 -929-1140
FAX:
EMAIL: jheiberger@hendersonproducts.com

SALESPERSON: Todd Stritzel
PHONE: 563-927-2828
CELL: 563-929-0247
FAX: 563-927-2521
EMAIL: tstritzel@hendersonproducts.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
1	QUOTE 179115-6: Flex Pro Truck Fill Station with 2 valve and truck off load, CONFIGURATION 1-1: BrineXtreme Truck Fill Flex 2023 DESCRIPTION: BXTF Pro Controls, Variable Flowrate 20-200 GPM, 208/220 Volt - 1 Phase, SYSTEM CONTROL Control Type: Pro Controls SYSTEM FEATURES Truck Fill Pump Flow Rates: Variable Flowrate 20-200 GPM Voltage: 208/220 Volt - 1 Phase CONTROL OPTIONS Storage Tank Level Monitor: No Storage Tank Level Monitor Cellular Gateway: No Cellular Gateway Powered Truck Offload/Agitation: Yes, Pwr'd Trk Offload/Agitation TRUCK FILLING Number Of Truck Fills: Fill 1 Truck At A Time Number Of Products (Including Brine) To Blend: 2 Products (Brine + 1)	\$38,809.00	\$38,809.00
1	CONFIGURATION 2-1: Brine Xtreme DESCRIPTION: BRINEX Advantage Brine Maker, Fixed Outdoor Installation, Advantage Manual Flip Cover/Extension, BRINE MAKING SYSTEM Salt Brine Maker Style: Advantage Brine Maker Installation Type: Fixed Outdoor Installation Hopper Cover: Advantage Manual Flip Cover/Extension SALINITY CONTROL Salinity Control Type: Pro controls, No truck fill Salinity Control Mounting: Remote mounted controls away from Brine Maker Salinity Control Pump Flow Rate: 100 GPM	\$30,104.00 \$2,034.00 \$33,439.00 \$1,720.00	\$30,104.00 \$2,034.00 \$33,439.00 \$1,720.00



HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
1/16/2024	2

CUSTOMER: Henderson Products Inc.
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FAX: 563-927-2521
EMAIL: tstritzel@hendersonproducts.com

PHONE: 563 -929-1140
FAX:
EMAIL: jheiberger@hendersonproducts.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	System output direction: Right hand output Controls Voltage: 208/220 Volt, 1 Phase SALINITY CONTROL OPTIONS Low Salt Warning Light: Yes, low salt warning light Storage Tank Level Monitor: No Storage Tank Level Monitor Waterline Air Purge: Yes, waterline air purge Cellular Gateway: Cellular Gateway (1 year free access included) Custom Options Custom Option Fields: No Custom Options Required End Customer: Monroe OH Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and / or upfit. Signed: _____ Date: _____	\$525.00 \$883.00 \$3,051.00	\$525.00 \$883.00 \$3,051.00

Quote Total: \$112,929.00
10% Discount: (\$11,292.90)
Dealer Cost: \$101,636.10
0% Sales Tax: \$0.00
Total Dealer Cost: \$101,636.10



Project Impact

What is the area impacted by this project? What percentage of your equipment or storage area will benefit from this proposal? Example responses might include: 100% of our fleet will be upgraded with calibrated equipment. Include a description of operations and your project's site and service area.
(If more space is needed please add additional sheet labeled with question heading.)

This project would impact our entire pre-treatment operation. The current process, which lacks proper facilities and equipment, will be improved by the award of this grant. Currently the City is using an unconventional set up, which results in our operation being very inefficient and leads to several hundred gallons of lost product each time salt brine is produced. Having a manufactured salt brine maker will allow us to stop producing salt brine in an underground tank which was installed more than sixty years ago. The safety of our crews will be improved by no longer having to make confined space entries into the tank to clean sediment. This will reduce the amount of time our trucks and employees are on the road transporting salt brine between facilities.



Financial Need and Project Commitment

Explain the financial need for requesting grant funds and how funding will support the success of your project. Describe your organization's long-term operational and financial commitment to your project. What type of strategies are in place to continue to support your project without additional and/or future grant funding?

(If more space is needed please add additional sheet labeled with question heading.)

The City of Monroe, like most cities, continues to face escalating capital and operational costs. As these costs have continued to rise, the funding available for capital projects, specifically equipment purchases, have continued to be a challenge. The City purchased acreage in 2023 to build a new Public Works Facility to enhance operations throughout the department, including Street Maintenance and our salt treatment. This new facility will improve our salt storage capacity and reduce contamination. Additionally, the new facility will allow for ample storage space for vehicles and equipment to ensure it is protected from the elements and allow for the maximum useful life of that equipment. That process will begin in 2024 as site design begins with the goal of having a new facility constructed in 2026. As the City looks to enhance its facilities to better serve residents, upgrading equipment to improve our services to residents throughout the city is also extremely important. The City has enough funding included within its 2024 budget to cover a portion of the cost of this equipment, however, without this grant covering \$75,000 of the total \$101,636.10 purchase price, the purchase will not be possible in 2024. As this is a one-time capital cost, the City would then be responsible for annual maintenance and service charges for the Cellular Gateway, which would be included within the City's annual operating budgets moving forward.



Cooperative Effort

Is this work being conducted in cooperation with other local government entities in your area? **Please answer Yes or No.** If Yes, describe how this is a cooperative or regional effort. (Example - Municipalities, villages, and/or townships in county are cooperating together on this effort to upgrade snow removal equipment.)

NO

If Yes, Please explain below

(If more space is needed please add additional sheet labeled with question heading.)

While the City of Monroe is not working in cooperation with another entity, it would be possible to assist other local government agencies by providing salt brine on an as-needed basis in times of emergency or equipment failure. With this machine being capable of producing up to five thousand gallons per hour, we would be more than capable of producing enough to meet the City of Monroe's needs as well as lending a helping hand to our neighbors.



Metrics

Explain how the success of your project will be measured and evaluated. Examples include, but are not limited to, amount of salt tracked and applied, amount of salt reduced, contamination reduction with facility upgrades, etc.

(If more space is needed please add additional sheet labeled with question heading.)

Successful tracking of this project will come in many forms, including:

Usage - this manufactured salt brine maker will require less salt than our current unconventional method of salt brine production. The equipment is calibrated for maximum efficiency requiring much less salt usage than our current method.

Reduction - by not having to haul the salt brine between facilities for production and storage, we will greatly reduce the spillage and contamination which occurs throughout our current process. There are concerns due to the age of the underground tank being utilized to produce salt brine that production may need to stop if the tank were to be found compromised and leaking. Less transfers of salt brine between tanks will lessen spillage and the opportunity for salt brine making it into the storm water catch basins which lead to blue creeks and streams.

Road Salt Tracking - with the purchase of the salt brine maker, the City of Monroe's ability to track salt brine usage will improve. This machine is equipped with the ability to track the number of gallons produced. Currently, we are only estimating the salt brine usage based on the size of our tanks used to make, store, and distribute the salt brine.



Funding Source Acknowledgement

Ohio EPA requires you to acknowledge the grant program's participation in your project. How will you incorporate this? Examples include, but are not limited to, a funding announcement or news release by recipient, social media post by recipient

(If more space is needed please add additional sheet labeled with question heading.)

The City of Monroe will formally accept and recognize the grant at a City Council meeting upon award, and will additionally share the information on social media and include the purchase of the equipment and associated grant funding in it's quarterly newsletter that is mailed to all residents.

Training

Is your organization committed to providing training on the appropriate use of equipment and facilities purchased with this funding and for the purpose of preventing impairing surface and ground water resources due to deicing materials?

YES

RESOLUTION NO. 28-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE KLEINGERS GROUP FOR MONROE CROSSINGS PARK IMPROVEMENTS.

WHEREAS, after seeking requests for qualifications, Council desires to enter into a professional engineering agreement with The Kleingers Group for Monroe Crossings Park Improvements.

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

SECTION 1: The City Manager is hereby authorized to enter into a professional engineering agreement by and between the City of Monroe and The Kleingers Group for Monroe Crossings Park Improvements. The terms and conditions of said agreement are marked 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

March 28, 2024

Revised March 14, 2025, February 24, 2025, October 22, 2024

Exhibit "A" Res No. 28-2025

Mr. Gary Morton
Director of Public Works
City of Monroe
Via email: mortong@monroeohio.org

RE: Proposal for Professional Services
Monroe Crossings Park Improvements
RFQ# 2024-001

Dear Gary,

The Kleingers Group is pleased to submit this proposal to the City of Monroe to provide master planning, sports field engineering, landscape architecture, civil engineering, electrical engineering, and surveying services for the Monroe Crossings Park Improvements. The current park amenities include soccer fields, parking, walking/bike paths, playgrounds, and concession facilities with restrooms. We understand that the City would like the Park Master Plan design to be focused on the lower portion of the park beginning at the west end of the parking lot and ending at the right-of-way line at Crossings Boulevard. Amenities the City is interested in including in the Master Plan are to maximize field layout, maximize and provide adequate parking, area for food trucks with electric facilities, and provide flexibility for community events.

We understand the City envisions the project to be completed in two parts, Master Planning and complete Construction Documentation. The Master Plan will include a Concept Plan with an Estimate of Probable Costs. The Construction Documentation phase will include construction document plans submitted at 60% design and 100% design with updated Estimates of Probable Costs at each deliverable.

The image below depicts the project area.



Proposed Project Area

JOB #: 240141.000



© 2025 The Kleingers Group

Project for Professional Services
Monroe Crossings Park Improvements
City of Monroe
March 28, 2024 - Revised March 14, 2025, February 24, 2025, October 22, 2024

Team Members

The Kleingers Group will provide surveying services, master planning, landscape architecture, civil engineering, and sports field design.

For teaming, we will subcontract with CMTA for electrical engineering design. Contact: Jim Messner, Principal. Phone: 513.429.4404. Website: www.cmta.com

Proposed Schedule

We anticipate detailed discussions with the City at our kick-off meeting regarding schedule timeframe and deliverable milestones. With approval for design slated for mid-April - We propose the survey/basemap to be complete by late June and to be complete with Master Planning in August 2025. Regarding Construction Documentation Deliverables, we anticipate 60% CDs complete by mid-October 2025 for cost estimating and budgeting purposes, and 100% CDs complete by end of January 2026. We anticipate this project going out to bid in early 2026 with construction starting in late Spring 2026.

We are thrilled about this exciting opportunity and look forward to working with you on creating a cherished park for the City of Monroe. Thank you for this wonderful opportunity. If you have any questions, please do not hesitate to contact me at 513.779.7851 as I'd be happy to answer any questions and revise the proposal as needed. I do look forward to discussing this proposal with you.

Sincerely,
THE KLEINGERS GROUP



Lynne Nischwitz, PLA, ASLA, CLARB
Director Landscape Architecture

Drawing from our extensive experience crafting Master Plans, Concept Plans, and Construction Documentation for diverse projects like parks, athletic fields, and efficient parking, we've developed a comprehensive design strategy. Therefore, please see below for our detailed scope of services and draft schedule.

Professional Survey

BOUNDARY & TOPOGRAPHIC SURVEY

- Research the public records at the Butler County offices and obtain copies of pertinent deeds, plats, and surveys. Easements affecting the subject property, discovered during the normal course of our research, will be identified. **Please note that we do not provide "title examination" services and make no warranty or guarantee that any or all easements, restrictions, encumbrances or other conditions affecting the property will be discovered.** At the client's request, and for an additional fee to be determined, we may contract with a title examination professional and coordinate an expanded level of research.
- Perform field reconnaissance and locate evidence (monumentation, fences, etc.) of existing boundary lines and corners.
- Resolve the location of the subject boundary lines and corners through analysis of the recovered record and field data.
- Monument the corners of the subject property in accordance with Ohio Administrative Code 4733-37 (Minimum Standards for Boundary Surveys).
- Establish horizontal and vertical site control. Horizontal control will be based on Ohio State Plane Coordinates, South Zone (NAD'83). Vertical control will be based on NAVD'88. A minimum of 1 vertical benchmark will be established on or near the site.
- Locate and identify visible physical features (buildings, roads, drives, walks, walls, fences, signs, etc.) within the project limits. Isolated trees (4" and larger) and the perimeter outline of wooded areas will also be located.
- Determine spot elevations of critical features (finish floor levels at door openings, curbs, walks, tops, toes, swales, etc.) and at sufficient intervals throughout the site to develop 1-foot contours.
- Coordinate with Ohio811 to request physical markings and record data. Please note that 811 utility locate requests, relative to mapping and design purposes, may be ignored or result in an incomplete response by the public utility location service.
- Locate field utility markings and visible field evidence (manholes, valves, etc.) of underground utilities.
- Delineate underground utility locations based on a combination of assembled record documents, physical markings, and visible field evidence. **We make no warranty or guarantee that all underground utilities will be detected, nor do we warranty or guarantee the precise location, size or depth of any underground utility.** At the client's request, and for an additional fee to be determined, we may contract with a private underground locating service and coordinate an enhanced level of Subsurface Utility Engineering (SUE) which may include electromagnetic, geophysical, or other forms of underground utility detection. **Regardless of the method or equipment used to locate underground features, the risk of non-identification or mis-location of buried utilities can only be reduced and not eliminated.**
- Generate a boundary and topographic base map, depicting the above items at an appropriate scale, in AutoCAD format. The base map will be provided in DWG and PDF format. Signed and sealed hard copies can also be provided if required.

PRIVATE UTILITY LOCATION SERVICE

- Subconsultant for any utility markings may not be able to locate all sewers depending on size and access. Generally, sewer lines 8" – 10" can be located with available equipment. A tractor camera may be needed for larger pipes which is NOT included in this price.
- If utilities are non-metallic and tracer wires/tape are not installed, all efforts will be made to locate these items with ground-penetrating radar (GPR) and/or locating sondes, but results cannot be guaranteed.
- GPR is limited by high-conductivity materials such as clay, rocky, and salt contaminated soils and generally requires an open and flat area to conduct the survey. Sandy and dry soils are ideal.
- All utilities located will be marked on the ground in some fashion by the subconsultant.
- Any depths that are supplied by Subconsultant will be noted on plat but are NOT guaranteed.

Master Planning

The Master Planning process will explore opportunities to maximize efficiencies and improve layout and design of park elements. We will closely analyze parking lot layout design and soccer field layout, vehicular and pedestrian circulation, and food truck staging. In addition, we'll begin to study drainage improvements and site security lighting.

Pre-Design | Coordination | Meetings:

- Provide project communication and coordination with the City.
- Attend progress review meetings with the City throughout the process, as required.
- Utilizing the survey information we will prepare the basemap for the Master Planning Design process.
- Perform a site visit to review and evaluate the existing park area.
- On-Site Kick-off Meeting with City Staff to discuss any design thoughts, park improvements, and schedule.
- Provide monthly progress report to the Director of Public Works.

Park Master Planning:

- Prepare 1-2 Rendered Alternative Park Master Plans showing the layout and location of park amenities.
- Assume one (1) rounds of revisions to arrive at a final preferred Master Plan.
- Provide a high-level Grading Plan to ensure the aesthetics and function of the park amenities.
- Provide an Opinion of Probable Construction Cost of the preferred Master Plan Concept.

Electrical Master Planning (CMTA):

- One (1) Field Visit by electrical engineer to access existing electrical service and distribution system.
- Narrative or preliminary plan describing field visit observations, along with proposed Master plan improvements:
 - Upgrade of electrical service – this includes review of existing utility transformer with utility company with replacement as determined by utility company.
 - Exterior lighting improvements – limited to new lighting fixtures, branch circuiting, and lighting controls – for security lighting around the parking lot and general park lighting.
 - Exterior power improvements – limited to new general-purpose receptacles throughout the park and food truck power connections (approximate quantity of 5) at the southwest corner of parking lot.
 - Pathways for security cameras mounted on lighting poles.

- General purpose power.
- Design of security camera system is included as an additional service (if needed).

Revisions + Submittals:

- Submit the final Rendered Master Plan to the City in digital PDF format.
- Submit Opinion of Probable Construction Cost of the preferred Master Plan Concept.
- Present the final Master Plan Concept Plan to City Council, if desired.

Construction Documentation

Beginning with the approved Master Plan, we'll prepare 60% and 100% Construction Documentation to include the following.

Coordination | Meetings:

- Provide project communication and coordination with the City.
- Design review meetings with the City throughout the design process.
- Provide monthly progress report to the Director of Public Works.

Construction Drawings to include:

Cover Sheet

Survey Basemap

General Notes + Details

- Appropriate notes compliant with local and state jurisdictional requirements.
- Standard general notes for park amenities.
- Typical parking, hardscape, and sports field construction details.
- Standard pavement and utility details.

Demolition Plan:

- Provide Demolition Plan indicating items to be removed, relocated, salvaged or protected.
- Provide demolition details and keynotes.

Location Plan

- Provide a Park Layout Plan depicting park improvements.
- Provide layout of field locations and soccer pitches.
- Provide considerations for movement of pedestrians (athlete and spectators) and vehicles safely throughout the park area.
- Show layout of gathering and plaza areas.
- Show parking, drive, and walkway locations.

Hardscape + Materials Plan:

- Provide Hardscape Plan depicting materials of plaza areas, parking, pedestrian connections, landscape areas, athletic field amenities, food truck court, etc.

Hardscape Details:

- Provide Hardscape Details as required for plaza areas, parking, pedestrian connections, landscaping, athletic field details. etc.

Utilities Plan:

- On-site storm sewer design and calculations including size, slope, elevations, and structure types.
 - i. Show appropriate drainage for natural turf fields.
 - ii. No stormwater management is included in this scope of work. It is assumed that any additional hardscape that is part of this project does not exceed the threshold to trigger additional stormwater management measures.
- No other site civil utilities are included in this scope of work (i.e. gas, water, sanitary). Site electric improvements will be included on the electric sheets.

Grading Plan:

- Design grades of proposed site elements
 - i. Grading to include proposed and grading contours.
 - ii. Proposed spot elevations as necessary.
- Design of temporary and permanent erosion control measures including silt fence and inlet protection.
- Applicable erosion control notes & details.

Planting Plan:

- Provide a Planting Plan indicating limits of seed/sod, and locations of trees, shrubs, and plantings.
- Provide Planting List including plant list with genus, species size and type of plant.

Planting Details:

- Provide planting details and notes.

Electrical Plan:

- Provide construction documents on required electrical service/lighting for the project.

Specifications

- Provide technical specifications, in either CSI format or on sheets, as necessary and in support of the above documented landscape development.

Opinion of Probable Costs:

- Opinion of Probable Construction Cost.

Revisions + Submittals:

- Provide up to two (2) rounds of revisions to the plans.
- Provide updated renderings of the Park Master Plan, if needed.
- Provide Opinion of Probable Costs.
- Submit 60% drawings and specs to the City for review and comment.
- Submit 100% drawings and specs to the City in digital PDF format.

Additional Services (if authorized)

PROCUREMENT

Assist in the public process including:

- Packaging the bid documents, including front end documents, technical specifications, and plan sheets.
- Provide addendums as necessary.
- Answering bidder questions.
- Assist the owner in bid tabulation, contractor evaluation, and award.
- Prepare letter of recommendation to award.
- Coordinate owner-contractor contracts.
- Prepare Letter of Commencement.

PERMITTING

For the project, based on the construction documents, The Kleingers Group will:

- Help assist the owner/contractor with the Ohio EPA Notice of Intent application. The submission of the application and associated fee are required to come from the owner or contractor. This application is required for sites that are disturbing more than 1-acre of earth.
- Make appropriate submittals to the governmental agencies required for the approval of the civil/site work and earthmoving activities.
- It is assumed that others will pay all application fees. It is also assumed all additional permits required for this project will be made by others.

CONSTRUCTION ADMINISTRATION

Provide construction administration services including the following:

- Address owner and contractor questions and RFI's.
- Review shop drawings and product submittals.
- Coordinate change orders, field work orders, and bulletins.
- Review contractor pay applications, as necessary.
- Perform periodic site observations during construction. Assumed to be up to 4 site visits.
- Perform punch-list and close-out.
- Provide record drawings based on contractor provided mark-ups for the owner. [Note: Record drawings are to include contractor redlines, field changes, bulletins, PRs, and other changes to the construction documents. Record drawings will be provided in digital form (PDF and AutoCAD drawings). This does not include as-built or post construction surveys.]

BOUNDARY / TOPOGRAPHIC SURVEY (ENTIRE SITE):

- Additional topographic and boundary survey for the entire park limits. Refer to Exhibit 1: Survey Limits (see below).

Project Schedule

Professional Survey:

- April 2025- Authorization
- June 2025- Survey + Basemap complete

Master Planning

- January 2025: Onsite Kick-off Meeting (*complete*)
- June 2025: Meeting with City + Review Master Plan(s) Options to City.
- August 2025: Finalize Master Plan/Estimate based on City Feedback

60% Construction Documents

- September 2025: Prepare 60% construction documents & Cost Opinion.
- October 2025: Conduct 60% page-turn meeting with the City to review 60% construction documents.
- October 2025: Submit 60% Construction Documents and Cost Est. to City

100% Construction Documents

- November- December 2025: Prepare 100% construction documents & Cost Opinion.
- January 2026: Conduct 100% page-turn meeting with the City to review 100% construction documents.
- January 2026: Refine construction documents based on City Feedback.
- January 2026: Submit Final Construction Documents and Cost Est. to City

Professional Design Fees

FEES	
Service	Fee
Survey	
Boundary & Topographic Survey (Area A)	\$6,500.00
Private Utility Location Service	\$2,500.00
Survey Subtotal:	\$9,000.00
Master Planning	
Civil Sports Engineering / Landscape Architecture	\$15,700.00
Electrical Engineering	\$4,900.00
Master Planning Subtotal:	\$20,600.00
60% Construction Documents	
Civil Sports Engineering / Landscape Architecture	\$24,000.00
Electrical Engineering	\$5,800.00
60% Construction Documents Subtotal:	\$29,800.00
100% Construction Documents	
Civil Sports Engineering / Landscape Architecture	\$34,000.00
Electrical Engineering	\$6,500.00
100% Construction Documents Subtotal:	\$40,500.00
TOTAL Basic Services:	\$99,900.00

ADDITIONAL SERVICES FEES (IF AUTHORIZED)	
Service	Fee
Survey	
Boundary & Topographic Survey (addition of Area B)	\$4,000.00
Procurement through Construction Administration	
Procurement	\$8,000.00
Permitting	\$5,900.00
Civil & LA Construction Administration	\$6,200.00
Electrical Construction Administration	\$5,800.00
Subtotal:	\$25,900.00
Electrical – Security Camera System	
Design of Security Camera System	\$9,000.00
TOTAL Additional Services:	\$38,900.00



Exhibit 1: Survey Limits

Clarifications and Assumptions

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

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

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

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

- A hydrologic study is not included in this proposal, but can be provided for an additional fee.
 - Irrigation design is excluded from this proposal, but can be provided for an additional fee.
 - All application, review, and permit fees will be paid by others.
 - Permits from the municipality will be paid for and picked up by the contractor(s).
 - It is assumed that retaining walls and site structural design will not be necessary; if retaining walls are needed, structural design can be provided for an additional fee.
 - Information to be provided by the client or other includes final building footprint, building elevations indicating door locations and finished grade requirements (if necessary), downspout locations, site/parking lighting design and building utility connection points including location/size/depth.
 - Significant changes to the provided arrangement after the start of the construction site drawings may result in extra work to be negotiated.
 - Geotechnical and environmental studies including soils, wetlands, floodplain, and streams identification and permitting (if necessary) will be completed by others and provided for our review; this will include pavement section recommendations.
 - No hydrologic studies are needed to pipe the drainage swale between headwalls. A memo will be sent to the City on our design approach to design the pipe between the headwalls. If the City requires additional studies to be completed, we can include the studies for an additional fee.
-
- CMTA other excluded services:
 - Permitting Fees & Commissioning
 - HVAC and Plumbing design services.
 - Technology Design work - including sound system, data, wireless, security or a/v systems.

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Assumptions		
Services	Not included	Included (Scope Above)
Survey		
ALTA	☒	☐
Boundary	☒	☐
Topographical	☐	☒
Record Plat	☒	☐
Easement Documentation	☒	☐
Post-Construction As-builts	☒	☐
Construction Staking	☒	☐
Drone Surveying/Photography	☒	☐
3D Scanning	☒	☐
Civil Design		
Master Plan / Concept Design	☐	☒
100% Construction Drawings	☐	☒
Early Site Pkg/Mass Grading Plans	☒	☐
Public Utility Extension Design	☒	☐
Construction Administration	☐	☒
Operation & Maintenance Task	☒	☐
SWPPP Plan	☒	☐
Permitting	☐	☒
Preliminary Design & Studies		
Due Diligence	☒	☐
Concept Design	☐	☒
Consulting	☐	☒
Feasibility Studies	☒	☐
Traffic Study	☒	☐
Flood Study	☒	☐
Re-zoning & PUD Documentation	☒	☐
Landscape Design		
Master Plan / Concept Design	☐	☒
Renderings	☐	☒
Planting Plan	☐	☒
Jointing Plans	☐	☒
Irrigation Design	☒	☐
Construction Documentation	☐	☒
Construction Administration	☐	☒

Assumptions		
Services	Not included	Included (Scope Above)
Roadway Design		
Line-Grade-Typical Submittal	☒	☐
Construction Drawings	☒	☐
Traffic Signal Design	☒	☐
Public Utility Design	☒	☐
Construction Administration	☒	☐
Administrative Items		
AHJ Permitting and Review Fees	☒	☐
Recording & Legal Fees	☒	☐
Reimbursable Budget	☒	☐
Outside of Kleingers Expertise		
Architectural Design	☒	☐
Structural Engineering	☒	☐
Geotechnical Engineering	☒	☐
Building MEP Design	☒	☐
Wetland & Stream Delineation	☒	☐
Phase 1 & 2 ESA's	☒	☐
Archaeological Surveys	☒	☐
Underground Utility Location	☒	☐
Photometric Design	☒	☐
Electrical Design	☐	☒
Water & Gas Meter Sizing	☒	☐
Title Research	☒	☐
Remote Video Inside Utilities	☒	☐
Lift Station or Force Main Design	☒	☐
Fire Suppression Design	☒	☐

Terms and Conditions

SERVICES PROVIDED

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

City of Monroe

The Client agrees to:

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

Assist Consultant by placing at his disposal all available information pertinent to the Project;

Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;

Provide and pay for all legal, accounting, and insurance counseling services, soil reports, laboratory tests and governmental permits necessary for the Project;

Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;

Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and

Promptly review and act on all submissions made to him by Consultant.

TIME OF COMPLETION

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

COMPENSATION

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

STANDARD OF CARE

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

LIMITATIONS OF SERVICES

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

ADDITIONAL SERVICES

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

INDEMNIFICATION / LIMITATION OF LIABILITY

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

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

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

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

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney’s fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant’s insurance proceeds up to the greater of:

\$200,000 or the Consultant’s total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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CONSEQUENTIAL DAMAGES

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

FORCE MAJEURE

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

TERMINATION OF CONTRACT

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

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

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

DISPUTE RESOLUTION

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

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

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

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

FREE PUBLICITY

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

USE OF ELECTRONIC MEDIA

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

OPINIONS OF COST

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of

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labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

LEED CERTIFICATION

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

The signing of the declaration/affirmation is for the purposes of applying for LEED certification only and is considered an owner/client service benefit and as used herein the words certify, affirm and declare shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge, and belief and does not constitute a warranty or guarantee by the Consultant.

JOBSITE SAFETY DISCLAIMER

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

GOVERNING LAW

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

SEVERABILITY

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

ASSIGNMENT OF AGREEMENT

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

SIGNATURES

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

EEO

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

Authorization

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

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

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

The Kleingers Group, Inc.

Lynne Nischwitz

SIGNED
Lynne Nischwitz- Director Landscape Architecture
PRINTED NAME & TITLE
February 24, 2025
DATE SIGNED

City of Monroe

SIGNED

PRINTED NAME & TITLE

DATE SIGNED



Buckeye Power Sales
 944 Greentree Road
 Middletown, OH 45044
 513-422-3633
 www.buckeyepowersales.com

PLEASE REMIT TO: PO Box 489 Blacklick, OH 43004-0489

QUOTE - DO NOT PAY

Quote: 03-39157
 Date: 1/20/2025

PO:
 CustId: CITYOFMONROE

Cust Email: parkerj@monroeohio.org
 Phone: (513) 539-7374
 Salesperson: DrewT
 User: DrewT

Bill To:
 City Of Monroe (C)
 DARREN 513-239-9741 513-630-7966
 233 South Main St.
 Monroe, OH 45050

Ship To:
 City Of Monroe (C)

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
22588LE	QU	DINGO 22588LE DIE - TX1000 LOADER, WIDE, 24.7 HP TURBO LIMITED E Line Discount: 16.00%	1.0000		\$48,335.00	\$7,733.60	\$40,601.40
		Total 22588LE			(\$7,733.60)		\$40,601.40
22340	QU	DINGO 22340 DIE - DINGO TX 1000 STANDARD BUCKET Line Discount: 16.00%	1.0000		\$1,300.00	\$208.00	\$1,092.00
		Total 22340			(\$208.00)		\$1,092.00
314001-25	QU	Blue Diamond 314001-25 BLD - PALLET FORK ASSEMBLY, MINI SERIES WITH 42" T Total 314001-25	1.0000		\$1,100.00		\$1,100.00
22806	QU	DINGO 22806 DIE - UNIVERSAL SWIVEL AUGER POWER HEAD Line Discount: 16.00%	1.0000		\$4,350.00	\$696.00	\$3,654.00
		Total 22806			(\$696.00)		\$3,654.00
Remark	RE	Need 22806 for Auger					
22820	QU	DINGO 22820 DIE - FULL FLIGHT AUGER BIT 6" Line Discount: 16.00%	1.0000		\$640.00	\$102.40	\$537.60
		Total 22820			(\$102.40)		\$537.60
STB13567B	QU	Toro STB13567B TOR - SNOW BLADE 5 FT BOSS,REQUIRES LOW FLOW & PLO Line Discount: 16.00%	1.0000		\$640.00	\$102.40	\$537.60
		Total STB13567B			(\$102.40)		\$537.60
MSC23000	QU	Toro MSC23000 BOS - PLOW SIDE KIT, MINI SKID Line Discount: 16.00%	1.0000		\$2,070.00	\$331.20	\$1,738.80
		Total MSC23000			(\$331.20)		\$1,738.80
22445	QU	DINGO 22445 DIE - TILLER Line Discount: 16.00%	1.0000		\$6,385.00	\$1,021.60	\$5,363.40
		Total 22445			(\$1,021.60)		\$5,363.40
Inbound Freight	MC	Inbound Freight-Sales	1.0000		\$300.00		\$300.00
						Total:	\$54,924.80

Toro invented the category, now meet the **TORO DINGO TX 1000** that's redefining the compact utility loader. Designed with vertical lift loader arms, its 1,000-lb rated operating capacity delivers category crushing performance. The TX 1000 also offers outstanding hinge pin height of 81" (205.7 cm) to clear the side of 30-yard dumpsters and one-ton trucks for maximum jobsite productivity. Patented controls are easy to operate and an innovative foot-operated auxiliary control results in greater efficiency. The TX 1000 is a lightweight, maneuverable machine that packs unmatched strength and reach in a compact package for the ultimate working advantage.

FEATURES

VERTICAL LIFT LOADER ARMS

- The vertical lift loader arm design results in a rated operating capacity of 1,000 lbs.
- Increased load capacity and greater reach at full height deliver even stronger performance
- 81" (206 cm) hinge pin height allows attachments to easily clear the side of 30-yard dumpsters or one-ton trucks
- Vertical path of lift arms allows for more efficient vertical applications, such as augering or concrete breaking

HIGH DRIVE TRACK SYSTEM

- Kevlar® or steel reinforced tracks ensure maximum strength and durability
- Ideal for the demands of any jobsite to outperform on any surface, even sand or loose gravel
- Maximum maneuverability on uneven surfaces

EASY OPERATION

- Our patented traction control design is intuitive, easy to operate and effortless
- Auxiliary foot control maintains hydraulic flow to the attachment, freeing the operators hands to focus on ground speed and attachment positioning
- Dedicated operating platform with thigh and hip padding for increased operator comfort
- Suspended platform has clear line of sight to the attachment plate, machine, and jobsite for maximum visibility

POWERFUL AND EFFICIENT

- Kubota® D1305 diesel, Tier-4 compliant engine features high torque and increased displacement for the strongest Dingo yet
- Fast ground speeds up to 4.0 mph (6.4 km/h) in forward and reverse
- Dual fuel tanks offer all day productivity
- Easy engine access and belt-free design minimize maintenance



TX 1000 narrow track

DINGO TX 1000



TX 1000 wide track



MAXIMUM HEIGHT & REACH

81" hinge pin height allows operator to dump into 30-yard dumpster or side of one-ton truck.



TORO EXCLUSIVE CONTROLS

Effortless traction controls are easy to use for all-day productivity.



UNMATCHED STRENGTH

1,000-lb rated operating capacity to lift and transport heavy loads.

SPECIFICATIONS

		DINGO TX 1000 (MODEL 22327)	DINGO TX 1000 WIDE TRACK (MODEL 22328)
ENGINE	Engine	24.8 HP* (18.5 kW) Kubota® D1305 Diesel	
	Air Filter	Two-stage, heavy-duty, remote	
	Cooling System	Liquid Cooled	
	Fuel Tank	11.5 gallons (44 liters)	
	Oil Capacity	6.0 quarts (5.7 liters)	
HYDRAULIC SYSTEM	Hydraulic Pressure	3,000 PSI	
	Hydraulic Flow	Traction: 13.3 gpm (each pump) Auxiliary: 15.2 gpm	
	Reservoir Capacity	10 gallons (37.85 liters)	
TRACKS	Standard	Sprocket-drive, 6 road wheels per side	
	Traction	Dual hydrostatic pump	
DIMENSIONS	Track Width	127.6" x 5.9" (324.1 cm x 14.9 cm)	127.6" x 9.5" (324 cm x 24 cm)
	Wheelbase	41" (104.1 cm)	
	Ground Clearance	6" (15.2 cm)	
	Overall Dimensions (WxLxH) With Bucket	34.2" x 100.7" x 53.2" (86.8 x 255.7 x 135.1 cm)	41" x 100.7" x 53.2" (104.1 x 255.7 x 135.1 cm)
	Overall Dimensions (WxLxH) Without Bucket	34.2" x 81.7" x 53.2" (86.8 x 207.5 x 135.1 cm)	41" x 81.7" x 53.2" (104.1 x 207.5 x 135.1 cm)
	Maximum Operating Height	105" (266.7 cm)	
	Hinge Pin Height	81" (205.7 cm)	
	Dump Height	61" (154.9 cm)	
	Dump Angle	40-degrees	
	Reach - Fully Raised	24.5" (62.2 cm)	
	Ground Speed	3.7 mph (6.1 km/h)	4.0 mph (7.6 km/h)
	Weight	2,785 lbs (1263.2 kg)	2,790 lbs (1265.5 kg)
	Tip Capacity	2,857 lbs (1,295.9 kg)	3,071 lbs (1,392.9 kg)
	Rated Operating Capacity (35% of Tip Capacity)*	1,000 lbs (453.5 kg)	1,000 lbs (453.5 kg)
	Ground Pressure	5.6 PSI	3.6 PSI

*Per ISO 14397-1

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Count on it.