**MEMORANDUM**

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| **TO:** | **Mayor Smith and Members of Council** |
| **FROM:** | **Chris Conard, Law Director** |
| **RE:** | **Amendments to Oxford's Ethnic Intimidation Ordinance** |
| **DATE:** | **August 13, 2021** |

Approved - DRE 8/13/21

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Council will consider amendments to the City Codified Ordinances pertaining to Codified Ordinance Section 541.08, "Ethnic Intimidation."

## HATE SPEECH

There is no legal definition of "hate speech" under U.S. law, just as there is no legal definition for evil ideas, rudeness, unpatriotic speech, or any other kind of speech that people might condemn. Generally, however, hate speech is any form of expression through which speakers intend to vilify, humiliate, or incite hatred against a group or a class of persons because of race, religion, skin color, sexual identity, gender identity, ethnicity, disability, or national origin. However, the use of hate speech alone is not a criminal act.

Hate speech is protected by the First Amendment. Courts extend this protection on the grounds that the First Amendment requires the government to strictly protect robust debate on matters of public concern even when such debate evolves into distasteful, offensive, or hateful speech that causes others to feel grief, anger, or fear. Under current First Amendment law, hate speech can only be criminalized when it directly incites imminent criminal activity or consists of specific threats of violence or criminal conduct targeted against a person or group.

Finally, one must accept the limitations of legal solutions in a constantly evolving political and cultural environment. Changes in law are almost always reactionary.

Ethnic Intimidation laws are intended to deter conduct that targets individuals or groups because of hatred, bigotry and prejudice.

## AMENDMENTS TO THE OXFORD CODE ON ETHNIC INTIMIDATION

The amended Ethnic Intimidation ordinance is being enacted under the City's home rule powers and expands the list of crimes that, if committed and the element pertaining to the protected classes was the motivation for the criminal conduct, prosecution for Ethnic Intimidation could be initiated.[1]

Originally the City ordinance was modeled on Ohio Revised Section 2927.12 that only included the crimes of Aggravating Menacing, Menacing, Criminal Damaging and Criminal Mischief as the underlying criminal conduct that would be subject to enhanced punishment if the crime was committed because of race, color, religion, or national origin.

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[1] The protected classes are race, sex, sexual orientation, gender identity or expression, color, religion, national origin, ancestry, age, disability, familial status or military status of another person or group of persons.

The new amendments add crimes that could be the basis for Ethnic Intimidation from both the Ohio Revised Code and the City's Codified Ordinances including Assault, Negligent Assault, Sexual Imposition, Criminal Trespass, Theft, Unauthorized Use of a Vehicle and Property, Disorderly Conduct, Disturbing a Lawful Meeting, and Carrying a Concealed Weapon.

The offense level is capped as a first-degree misdemeanor since municipal jurisdiction does not include felony prosecution.

Sex, sexual orientation, gender identity or expression, ancestry, age disability, familial status, and military status have been added to the ordinance as protected groups or individuals.

The ordinance was modeled after the Columbus ordinance, but I reviewed statutes and ordinances in other states before submitting the attached Ordinance to Amend.

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**ORDINANCE NO.**

AN ORDINANCE BY OXFORD CITY COUNCIL REPEALING THE CURRENT SECTION 541.08 "ETHNIC INTIMIDATION" OF THE CODIFIED ORDINANCES OF THE CITY OF OXFORD AND ENACTING A NEW SECTION 541.08 "ETHNIC INTIMIDATION" OF THE CODIFIED ORDINANCES OF THE CITY OF OXFORD.

WHEREAS, Article XVIII, Section 3, of the Constitution of the State of Ohio, grants municipalities the authority to exercise all powers of local self-government and to enact and enforce local police, sanitary, and other regulations that are not in conflict with the general laws; and

WHEREAS, City Council has determined that the current Section 541.08 ("Ethnic Intimidation") of Part Five ("General Offenses"), Chapter 541 ("Property Offenses") requires revision to better address the regulations regarding ethnic intimidation within the City of Oxford; and

WHEREAS, City Council has determined that the current Section 541.08 "Ethnic Intimidation" of the Codified Ordinances of the City of Oxford should be repealed in its entirety and replaced with a new Section 541.08 ("Ethnic Intimidation").

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY ORDAINS THAT:

SECTION I: The current Section 541.08 ("Ethnic Intimidation") of the Codified Ordinances of the City of Oxford be and hereby is repealed in its entirety.

SECTION II: A new Section 541.08 ("Ethnic Intimidation") of the Codified Ordinances of the City of Oxford be and hereby is adopted to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference, with additions in **bold** and deletions in ~~strikethrough~~.

SECTION III: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including, but not limited to, Section 121.22 of the Ohio Revised Code.

SECTION IV: This Ordinance shall take effect at the earliest time permitted by law.

______________________________
MAYOR

ADOPTED:

ATTEST:

______________________________
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

**541.08 ETHNIC INTIMIDATION.**

(a) No person shall violate Ohio R.C. **2903.13, 2903.14,** 2903.21, 2903.22, **2907.06,** 2909.06, 2909.07, **2911.21, 2913.02, 2913.04,** ~~or~~ 2917.21(A)(3) to (5), **2923.12** or Sections **509.03, 509.04, 521.08, 533.04, 537.03, 537.04,** 537.05, 537.06, 537.10(a)(3) to (5), 541.03, ~~or~~ 541.04, **541.05, 541.051, 545.05, 545.06, 545.08, 549.02, 549.08, or 549.09 of the General Offenses Code by reason of or where one of the motives, reasons or purposes for the commission of the offense is the victim's race, sex, sexual orientation, gender identity or expression, color, religion,** ~~or~~ **national origin, ancestry, age, disability, familial status or military status of another person or group of persons.**

(b) Whoever violates this section is guilty of ethnic intimidation, **a misdemeanor of the first degree. If the underlying offense which is a necessary element of ethnic intimidation is itself a misdemeanor of the first degree, then upon conviction under this section, the court shall impose a mandatory minimum sentence of at least ten (10) days imprisonment. If the offender has previously been convicted under either this section or Section 2927.12, of the Ohio Revised Code, and the underlying offense is a first degree misdemeanor or the offense resulted in physical harm to any person, then upon conviction under this section the court shall impose a mandatory minimum sentence of at least ninety (90) days imprisonment**. ~~Ethnic intimidation is an offense of the next higher degree than the offense the commission of which is a necessary element of ethnic intimidation.~~

(c) **This section does not apply if the facts alleged in the complaint would constitute a felony under Section 2927.12, Ohio Revised Code.**

~~(ORC 2927.12)~~

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

# STAFF REPORT

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| ORIGINATING DEPARTMENT: | Community Development |
| PREPARED BY: | Sam Perry |
| DATE PREPARED: | August 12, 2021 |
| COUNCIL MEETING DATE: | August 17, 2021 |
| AGENDA TITLE: | July 13, 2021 Planning Commission Summary/Minutes |
| CITY MANAGER/DEPT HEAD APPROVAL: | Sam Perry DRE 8/13/21 |

Attached are the approved meeting minutes from the July 13, 2021 in-person Planning Commission meeting. On the August 17 Council agenda is one Preliminary Planned Development and two Final Planned Developments, all three of which are detailed in these minutes.

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

# MEETING MINUTES
## PLANNING COMMISSION
## TUESDAY, July 13, 2021
## 7:00 P.M.

### I. Call to Order

Those members present: Jason Bracken, William Snavely, Steve Dana, Shana Rosenberg, Richard Keebler, and Corey Watt
Those members excused: Carla Blackmar
Staff members present: Sam Perry, Zachary Moore, Ben Mazer, and Eunike Miller
Staff members excused: None.

### II. Approval of Agenda

Mr. Watt called the meeting to order at 7:08 pm. Mr. Watt entertained a motion to approve the agenda. Mr. Dana made a motion to approve the agenda. Mr. Snavely seconded. All were in favor.
Mr. Watt welcomed Mr. Snavely back to the Commission.

### III. Approval of Minutes of June 8, 2021*

Mr. Watt found a typing mistake, Mr. Dana is referred to as Ms. Dana. Mr. Dana mentioned what Ms. Blackmar said last time between land usage and transportation to be upheld.

Ms. Rosenberg made a motion to approve the minutes. Mr. Watt seconded the motion. All were in favor.
Staff will make the correction.

### IV. Public Comments Related to Items Not on the Agenda

There were none.

### V. Reports from Commissions, Boards, Committees & Staff

Mr. Bracken had nothing new to report on the Environmental Commission.

Ms. Rosenberg (Housing Advisory Commission) reported that the idea was presented that it should be a housing authority in Oxford to take care of things that are not currently being taken care of, as it was brought to the HAC attention. They all presented their feedback on the topic to Mr. Perry.

Mr. Dana gave report on the CIC mentioning there are hundreds of thousands dollars sitting in the loan fund and they are eager to spend it but there are not many applicants.

Mr. Keebler has nothing new to report.

Mr. Watt provided information that HAPC pre-application preview for a proposed 3-4 story building for 48 E Park Place.

Mr. Moore had nothing new to report.

Mr. Perry reported on North Western Arc Trail Study that is under way, and there will be a meeting about it this week. Mr. Perry also mentioned about a virtual public meeting on August $11^{th}$ around 12 pm. The meeting is about connecting Oxford Community Park to the Black Covered Bridge. Mr. Perry stated that we have an intern present, Luke Schlake.

### VI. New Business

**PC-2021-07, 6711 Ringwood Road, PRELIMINARY PLANNED DEVELOPMENT,** further development of MayDay Gun Range site, including new self-storage facility, **Scott Webb, Architect, Applicant/Agent**

Mr. Snavely made a motion to enter into public hearing. Mr. Keebler seconded. All were in favor.

Mr. Moore began his presentation. Mr. Moore provided summarized details about the case, including the location, the applicant, the owner, the current zoning classification, and the lot size. Mr. Moore showed a site location map, describing it as an "upside down umbrella". Mr. Moore stated that the applicant would like to expand on the property and add additional spaces. It was also noted that the location is the most industrial park in the City since Gillman's, Capitol Varsity, Schneider Electric, Walmart, and Koenig are all in this area.

Mr. Moore displayed another location map showing the zoning on the area. Where the site is located, it is Light Industrial (LI), and the other side of US 27 and Ringwood Road are zoned as General Business (GB). Mr. Moore showed the Comprehensive Plan and stated that both industrial and commercial uses are permissible.

Mr. Moore displayed the Transportation Plan that showed two alternative roadways to connect US 27 with Contreras Road **(1)** through the existing railroad **(2)** off West to Ringwood Road.

Mr. Moore presented a Bird's Eye View of the site. It was noted that trees were cut down at one point.

Mr. Moore next displayed site photos that showed a dumpster that is needed to be relocated in order to extend the space for future uses, a couple photos of First Baptist Church and its parking lot that would be used as a possible emergency exit. Site photos were shown of existing entrances on Ringwood Road, and the surrounding Field Areas.

Mr. Moore then started to provide explanation on the individual elements.

1) Site aerial map was showing a 60 feet wide parcel that is privately owned. This could be a part of the Major Collector Road to make up the 100 ft.
2) **a.** Original Plan – May 2020 concept (total of 8 parcels, more of a subdivision style)
   Parcel #3 would be business incubator (space that available for contractors)
   Parcel #4 would be self-storage, a/c
   The problem that arose was the need for more than one way out.
   **b.** First Revision – March 2021-not processed, wasn't submitted (it was the first time shown)
   **c.** Second Revision – May 2021-current
   It shows more than one way in-out - loop design, and emergency exit
3) Division of Uses – 5 additional spaces, not developed yet
4) 50 feet setback
   The yellow line was representing it. It is necessary in order to comply with code.
5) Future Major Collector ROW Line
   40 feet from the property edge

6) Private "streets" that are connecting multiple parcels
   Connecting multiple parcels
7) Parking – enough space provided
8) Buildable areas
9) Structures
10) Detention areas
11) Vehicle Ingress/Egress Areas – solid surfaces
12) Sidewalks good - internal connectivity but not much external
13) Open space areas
    11.4% altogether
14) Major Collector Road
15) Possible Interim Walkway Connection – recommended waiver
16) Submitted Renderings

Mr. Moore provided an example for tree survey using the Sycamore Street & Morning Sun Rd corner property. Mr. Moore then provided a slide on the Tree Line Proximity at the Ringwood Road property. Mr. Moore explained that the existing tree line is along the railroad track. The closer we get to the tree line the greater is the risk that it could be disturbed. That risk is greater at the proposed business incubator (84 feet) and at the nearest self-storage outbuilding (32 feet). Mr. Moore also pointed out that any area that is more than 100 feet away from the nearest proposed improvement may be exempted from the need to survey. Then a Landscape Plan was displayed.

Mr. Moore showed a Collector Proximity to Storage Outbuilding picture and explained that it cannot be too close to the public road. Staff would like to see added vegetation to soften this.

Mr. Moore presented the Emergency Vehicle Maneuverability Options explaining that a gravel road base would be constructed for the loop road that would provide accessibility to get around and eventually connecting to the church parking lot. Gravel base road would not be allowed normally as a new parking surface. Mr. Moore explained that the recommended action would be leaving the area undeveloped, but put down a paved temporary turnaround at the end.

Mr. Moore then continued his presentation by showing the staff recommendations for approval:

1. The proposed business incubator and the self-storage facility uses would be the only land uses approved at this time.
2. A new Traffic Impact Study is needed to be conducted.
3. Providing bicycle parking.
4. Five foot wide side walk shall be provided along Ringwood Road.
5. A five-foot walkway shall be provided between the walkway shown on the Plan and the existing sidewalk on US 27.
6. Additional landscaping provided by the back side of the larger self-storage outbuilding facing to the future collector road right-of-way, to soften the view.
7. In place of providing a gravel base for the loop road, a paved temporary turnaround/cul-de-sac shall be provided in proximity of the last gated entrance to enable emergency vehicles to turn around.
8. A waiver is granted to reduce the open space requirement from 20% to 11.4%.
9. A waiver is granted to relieve the developer from the Tree Survey requirement on the condition that wooded areas remaining undisturbed during construction and the landscape plan provided is fulfilled.
10. Mr. Bracken inquired about the more practical interpretation of seeing it as "pseudo" frontage along the private roads, given the open space exception, the tree waiver.

Mr. Watt had two questions. (1) There is a gate across the church, how that would affect the emergency road? Mr. Moore said that is a question for the applicant to answer. (2) Whether the storage units were conditional use? Mr. Moore believed so.

Mr. Webb began his presentation. Mr. Webb recalled a Zoom meeting back in 2020. They welcomed the idea of having an access point to US 27 as opposed to Ringwood Road. Due to the Covid virus, the Baptist church didn't meet, so it was hard to get in touch with them. Mr. Webb stated that the proposal was to keep the roadway on the property but need construction access on either side to build the road. Mr. Webb mentioned that they had a Traffic Study done and the new Site Design showed access to US 27 as right in/out only. Mr. Webb presented The Thoroughfare Plan for Future Major Collector Road. Mr. Webb explained that this Major Collector Road requires 100 feet right-of-way. Based on new information, it came to the fore that most of the land belongs to the same person who owns the 60 foot access part. Mr. Webb stated that the applicant agreed to reserve 40 feet of the Gun Range to be combined with the 60 feet access parcel.

Mr. Webb displayed a Proposed Planned Development that showed a connection between the Major Collector Road and US 27 by an internal loop. Mr. Webb stated that a broader loop was created by pushing the northern portion of the loop closer to the northern property line to allow them to come through the church parking lot on an emergency basis. Mr. Webb explained that there are ongoing discussions about this with the church. But their intention is not to pave the road because they don't want unnecessary traffic to use it but emergency vehicles.

Mr. Webb displayed a Site Design photo showing that the land is 11.28 acre which is a very significant LI land in the city and they feel it is currently underutilized. Mr. Webb explained that the plan is to create a drive aisle with parking rather than streets, side yards, street setbacks, and parking. This way the land could be used more efficiently. Mr. Webb stated that for these reasons they cannot do a subdivision style plan, and they also want to create jobs. Mr. Webb said they hoping to create 7 new parcels, 7 new businesses in the city.

Mr. Webb showed the Site Design Calculations explaining that they cover only 45% of the land which leaves significant green spaces.

Mr. Webb proceeded to show Phase 1 Development. Mr. Webb explained that the intention behind the business incubators was that contractors, who are on the road a lot, sometimes want to use these buildings as impromptu office and storage where they not necessarily meeting with customers. Mr. Webb spoke about a unique opportunity, a dual face building where the back site would be storage space while the front would be an "office" with a little door, kind of like a store front. Mr. Webb then talked about the combination use of the self-storage buildings. These have very big markets today so in their proposal the center of the building would be internal conditioned storage, while the flanking edges on both sides along with the two outbuildings would be unconditioned, typical garage type units. There would be two gates that would provide a measure of privacy and protection.

Mr. Webb spoke about the signage. Mr. Webb explained that since the lack of frontage they propose to present a little ground sign at the entrance of the business incubator to let the tenants put their sign there. As far as the storage, they would like to have an identification ground sign and some sort of labels on the buildings. Mr. Webb stated that as part of the signage the staff agrees on putting an overall sign on Ringwood Road with a big picture simply stating storage and business incubator.

Mr. Webb mentioned their plans about lighting, street trees, landscape. Mr. Webb showed a rendering how the tree lines would be. Mr. Webb gave a couple of reasons why they don't intend to put these trees in (1) as of now they have a potential of 7 extra development sites, and one user can take more than one at a time (2) they wouldn't know where the parking or the business entrances would be.
Mr. Webb stated that they would have the utilities such as storm water, underground water under the roadbed.

Mr. Webb started discussing the Decision Standards.

1. Mr. Webb said they felt the uses of the site would satisfy the intent of the zoning code and they would be compatible with the general intent of the Comprehensive Plan.
2. Mr. Webb also mentioned that they feel that the size and the shape of the sites are sufficient for the proposed plan.
3. Mr. Webb commented that the utilities are there and available, and they are internal.
4. Mr. Webb stated that the utilities are available, adjacent to the site and the development would put them in the site.
5. Mr. Webb mentioned that they believe the site is harmonious with the surroundings and it would be a nice fit in that neighborhood.
6. Mr. Webb stated that currently the only one access point is Ringwood Road since the US 27 access point was soundly vetoed at the proposal. Mr. Webb explained that they have accommodated not just the set aside 40 feet but if it gets build they would have a way to connect to it.
7. Mr. Webb said they believe they are not destroying any scenic or historic feature in the area.

Mr. Webb addressed some staff conditions.

1. Their intention is to proceed with Phase 1 simply for the two uses they described.
2. The Traffic Impact Study will be provided, they have reached out to Bayer Becker. They will conduct the study when there is more traffic in town so it would be more accurate and valuable.
3. They agree with bicycle parking, providing bicycle racks.
4. They are in agreement providing sidewalk along Ringwood Road.
5. Sidewalk to US 27 is more problematic. Mr. Webb provided picture of the existing sidewalk on US 27. Between the Gun Range and US 27 the sidewalk drops about 12 feet, then raises back up about 12 feet. There is some type of manhole in the ditch so their concern is what it would take to get to US 27. It would require either a land bridge, or an actual bridge, a very expensive way. Mr. Webb explained they thought the best thing would be to take the shortest distance possible where the sidewalk ends. It still is a big amount of grade that requires a couple sets of stairs or a bridge. Mr. Webb stated that in the future when the roadway comes about and the sidewalks are in on both side, they would be happy to hook to it. As of right now, they feel that the sidewalk request in this area is a little excessive. Mr. Webb was asking for a little consideration whether this sidewalk is truly necessary.
6. Mr. Webb said they agree with the additional landscaping along the backside of the building.
7. Mr. Webb stated that they feel the temporary turnaround is a little bit excessive. Mr. Webb said they were asked to provide documentation that the loop around the storage building doesn't affect the turning radiuses for the fire equipment. Mr. Webb said it does. Mr. Webb also mentioned that all storage facilities provide lockbox keys for the emergency staff. But creating a turnaround is a little excessive. Mr. Webb also thinks it is not the best solution because if the rest of the property is developed without developing the connector road they would be back in this current situation. Mr. Webb believes that they adequately provided opportunity for emergency vehicles to get on the site, to turn around without having to build something that would be torn away in the future.
8. Mr. Webb next talked about the tree ordinance. Mr. Webb stated that the building that is close to anything is still thirty some feet away and it is believed that they are not in any danger from that tree line. Mr. Webb recalled Mr. Moore calculations about the tree and it was stated that they would provide 45% percent of the trees in other places. Mr. Webb expressed his confidence that as the property gets developed more in the future they would even exceed the landscape requirement. Mr. Webb was asking the Commission for their consideration on this matter.
9. Mr. Watt opened the opportunity for questions from the Commission

Mr. Bracken was inquiring if the applicant would be able to stick to planting 117 trees. Mr. Webb gave a positive answer.

Mr. Watt was curious when the trees were removed. Mr. Webb couldn't answer exactly. Mr. Keebler added that the original plan that was presented didn't show the trees. Mr. Watt was then inquired whether the signage on the property could be a way finding sign. Mr. Webb answered with yes.
Mr. Dana wanted to know the walkability between the development and the public right-of-way and whether there is a way to walk to the gun range. Mr. Webb said yes.

Mr. Keebler joined to the discussion with his question whether is a sidewalk from the driveway on Ringwood Road to the gun range. Mr. Webb and Mr. Watt both answered with no. Mr. Keebler believes that there should be one. Mr. Webb explained that it wasn't a requirement as a condition when they put the road in, given the fact that it is not a highly pedestrian area.

Mr. Watt added that the codes and the landscape of the area have changed since then. Mr. Bracken said that it should be noted that also the plans have changed. This was originally a gun range and now a potential parcel.

Mr. Watt invited the public to comment on this on the agenda.

*Mr. Terry Dudley, 6744 Contreras Road*
He noted there is a bike path and a road going through his farm. Mr. Dudley wanted to know if anyone looked into what it takes to cross the railroad.

Mr. Keebler answered that this is not a specific plan, it is in the comprehensive plan, as a future development.

Mr. Dudley thinks it is a great plan but it does not seem right that the development has to be designed this way. Mr. Dudley wanted to know if the city compensate anything because of the 100 feet easement.

Mr. Snavely answered that he keeps the ownership of the property and at such time when the road would be built, then the city or someone has to compensate the owner for that property.

Mr. Dudley was saying if the city has Mr. Webb design his plan around that road. Mr. Snavely assured Mr. Dudley that it is done all the time. Mr. Snavely proceeded to explain if no accommodation is made for what the Comprehensive Plan says for future development and when the point arrives to start the plan, there will be no way to do it other than by tearing down the building that has been built.

Mr. Dudley stated if he had known this was going to happen he would have asked the 60 feet be included in it. Then he would have been told that he couldn't do anything with that 60 feet.

Mr. Watt made the statement that it is all hypothetical.

Mr. Dudley said that when the developer was asked to hook on US 27 with another access to this property, including Mr. Moore's comment, it would have been a bad point to do it. Mr. Dudley then ask the question that now there is going to be a Thoroughfare Plan to hook up to the same point? What was wrong with the road then?

Mr. Perry noted that the comments will be noted in the record.

Mr. Dudley stated that he does not plan to have a road or bike path going through his farm.

Mr. Dana made a motion to close public hearing, and Mr. Snavely seconded it. All were in favor.

Public hearing was closed.

The Commission started a discussion amongst themselves.

Mr. Snavely thinks it is a good project. Mr. Snavely would defer to the fire chief, but if it was possible to turn the firetruck around without the cul-de-sac, Mr. Snavely would be willing to give that up on condition No.7 in order to get condition No.5. Mr. Snavely thought it was very important to connect to US 27, to that sidewalk because the people who live close by and would want to work there may not have transportation, they might ride a bike or walk to work. Mr. Snavely said that to him it did not matter what type of connection is. Mr. Snavely was in favor condition No. 5 but give up condition No.7.

Mr. Keebler expressed his hope that something would be worked out with the church. Mr. Keebler thought the only logical place for a second entrance is off US 27. Mr. Keebler's thought on the turnaround that it was a waste and too much to ask. Mr. Keebler would rather ask where the T-shape starts for the loop road, have the developer pave about 50 feet beyond the radius, that way the largest fire truck would be able to back in there and turn around. Mr. Keebler noted that he had 40 years of experience driving fire trucks. Mr. Keebler also saw the reason of not paving further because of future development.

Mr. Keebler stated he was still in favor of condition No. 7, but the start of the loop run would be extended far enough to allow a T-shape turnaround.

Mr. Dana expressed his agreement with Mr. Snavely on the connection to US 27 and it should not be overlooked. Mr. Bracken and Ms. Rosenberg were in agreement too.

Mr. Watt was adding what Dr. Prytherch said 'somebody has to build the first sidewalk'.

Mr. Keebler made a motion to approve the Preliminary Planned Development. Mr. Dana seconded the motion. All were in favor.

Mr. Watt stated there were some changes to the conditions.

Mr. Snavely recommended that a five-foot wide paved pathway shall be provided between the walkways, instead of walkway connection just paved pathways as wide as it can be. Mr. Snavely made the recommendation on condition No. 7 a paved extension (staff will work on wording) instead of a cul-de-sac.

Based on staff findings, the decision criteria was consent unless it was otherwise noted.

Mr. Snavely stated decision criteria No. 5 was met. Mr. Snavely thought if they did not meet with that criteria, then there would be a problem with decision standard No. 12

Mr. Watt asked Mr. Perry to call the roll.

AYE: Mr. Bracken, Ms. Rosenberg, Mr. Dana, Mr. Keebler, Mr. Snavely, Mr. Watt (6)
NAY: None (0)
ABS: None (0)

**PC-2021-18, FINAL PLANNED DEVELOPMENT**, Heron Pond, 15 single-family condominium dwelling units, **HPCT Properties Inc., Applicant**

Mr. Dana made a motion to enter into public hearing and Mr. Snavely seconded it. All were in favor.

Mr. Moore began his presentation. Mr. Moore shared quick details about the case: (1) number of condominiums, (2) name of the applicant, (3) current zoning, (4) size of the site area, (5) current owners of the land.

Mr. Moore displayed some site location pictures describing the surrounding area, the neighborhoods, and the zoning classification.
Mr. Moore presented the Approved Preliminary Plan and the Proposed Final PD Plan. Mr. Moore explained that the most significant difference between the two plans was the flipping of the parking plan.

Mr. Moore showed where the two proposed light pole locations would be, which is along the future Heron Way, and three existing poles within the vicinity.

Mr. Moore stated that one of the significant discussions was providing sidewalks. Mr. Moore explained that one of the previous conditions (No. 4) was to build sidewalks along both sides of Heron Way, and have a sidewalk along Kehr Road. The displayed plan was showing the five-foot wide sidewalk along Kehr Road, and four-foot wide sidewalks on Heron Way. Mr. Moore also mentioned that the developers would be construct a segment of the OATS Trail on the South side of the property.

Mr. Moore next talked about the street trees. Mr. Moore stated that this would be the biggest question for the Commission at this stage, namely whether to have street trees along Roberts Drive. Mr. Moore recalled that this was one of the conditions from the preliminary plan but it may be reevaluated at the final stage. Mr. Moore noted that the developer would be retaining a number of trees and would be planting new street trees. Mr. Moore also noted that there were already lots of trees with a sidewalk. Mr. Moore was suggesting since there are already lots of green spaces that has been incorporated in the proposal, the street trees are not necessary but it could be a point of discussion.

Mr. Moore displayed the Building Architecture. Mr. Moore explained that the architect proposing Craftsman-style 3 bedrooms, 2 bathroom houses with two-car garages. A list of exterior material they plan to use was provided.

Mr. Moore started discussing the points of staff recommendation for approval.

1. Timing aspect. Mr. Moore stated that the final plan was extended to 5 years. Sidewalks and the lighting along Heron Way can be done incrementally, but all other above ground infrastructure such as bike path, sidewalk curb shall be done prior to the approval of the first building permit.
2. Architectural materials.
3. Landscaping shall be in place at the appropriate time as determined by the zoning administrator.
4. Additional steps that the applicant needs to have signed, recorded, and approved prior to the approval of the Final Development Plan: (1) Final Plan, (2) Construction Drawings, (3) Financial Security for the public and private improvements, (4) Right-of-Way Dedication Plat, Easement Plat, and/or Record Plat as appropriate - Subdivisional Land needs to take place (subdivide out the land), (5) HOA Declaration/Agreement.
5. Any other conditions that met with the Preliminary Approval as long as they are not modified in some way this approval will still remain valid.
6. On-street parking shall be prohibited on both sides of Heron Way.

Questions, comments from staff

Mr. Snavely wanted to clarify that No. 4 recommendation in the written/printed recommendation (No. 6 above) was still valid since it was not included in Mr. Moore's presentation. Mr. Moore verified that this was still a condition.

Mr. Dana inquired about the neighborhood conservation overlay district, what that is, how it works, why it is appropriate. Mr. Snavely pointed out that it was on page 62 under Additional Final Plan Decision Standards (No. 1) and he was interested in this topic too. Mr. Moore's answer was that the applicant voiced the intent to establish and Overlay but this would have to follow the approval of the Final Plat.

Mr. Watt wanted to know how the subdividing of 15 parcels affects setbacks, future ownership, zoning, rebuilding. Mr. Moore's understanding on the matter was when the parcels would be created they would create buildable areas. Within those, structures can be built to the maximum potential of the area. The setbacks will become the lot line itself. Mr. Perry added that the main intent of the subdivision platting standards is to insure that there is adequate public facilities. Mr. Perry stated that this was a recent thing and they would be working on this with the applicant.

Ms. Reed was called up. Ms. Reed stated that they were all in agreement with the staff recommended conditions and they were ready to move ahead after approval.

Mr. Watt invited the public for comments on this agenda item.

*Don Smith, 201 Morgan Circle*
Mr. Smith has a drainage base in his backyard that collects water from 5 nearby houses. Mr. Smith was concerned whether this drainage system will be overloaded or more water comes through. Mr. Perry explained that the purpose of the city's storm water design standards are to not increase the rate of run-off, to contain on site. Mr. Perry suggested to ask an engineer. Mr. Keebler and Mr. Watt mentioned that everything that is built had to be up to city code and approved by the city engineer.

*Sandy Cason, 4211 Kehr Road*
Ms. Cason stated that she did not want any more neighbors. Ms. Cason said when Cobblestone Church was moved in she felt like she had an airport because of the lighting. Ms. Cason explained that her bedroom was right by the lighting. Ms. Cason is concerned about more lighting since the entrance of the subdivision would 'right by her doorstep'. Ms. Cason wanted to be on record that she was against the subdivision. Ms. Cason also stated there is already an existing issue with storm drainage with other subdivisions being there and that it has not been addressed. Ms. Cason said she did not have issues before when there was no other new development. Ms. Cason wanted a clarification whether the new buildings were houses or condominiums.

Mr. Keebler stated that the word was changed to landominiums. Mr. Perry said that from the street they would look like houses but there is a piece of property that surrounds the house that is commonly owned. Ms. Cason wanted to know why this case was being looked at by the Committee when other development hasn't been started yet. Mr. Watt answered that project are approved so they can be built. Mr. Watt stated that things are approved by zoning and purpose able use, and things are conceptually related but not interdependent.

Ms. Cason inquired if it was the same developer. Mr. Watt replied it was not and it is something they cannot consider legally or ethically.

Ms. Cason then wanted to know whether the 5 years were from start to finish or they had 5 year to start the project. Mr. Perry answered that it is to start and to make progress, and there is not a defining factor on percentage of completion.

Ms. Cason wanted to know what would happen on her side of the easement. Mr. Watt suggested to Ms. Cason to get with Mr. Perry on the matter. Mr. Keebler along with Mr. Watt stated that there is already an existing road, not part of this development.

Ms. Cason asked on topic for consideration, namely to not allow the gazeebo or partying area because it would be right by her bedroom window. Mr. Watt suggested that they would look at this matter.

Ms. Cason inquired whether the pond would be filled. Mr. Watt and Mr. Keebler unanimously said no.

Ms. Cason wanted to know who would own the property. Mr. Watt, Mr. Perry answered that it would be a separate owner.

Mr. Snavely made a motion to close public hearing. Ms. Rosenberg seconded the motion. All were in favor.

The Commission started their discussions.

The Commission was looking at the location of the gazeebo. Mr. Perry stated that the code requires to provide active and passive recreation. It would be a difficult thing to extract. Mr. Perry believes that it may have even been a staff recommendation to activate the green space, and if it was to taken away it may have influence future project.

Mr. Snavely suggested to relocate the gazeebo. Mr. Snavely agrees with everything else, and also in agreement with the incremental sidewalk development. Mr. Snavely suggested to add this to the conditions.

Mr. Dana expressed his agreement with Mr. Snavely on the incremental development of the sidewalk. Mr. Dana acknowledged the applicant's efforts to build a bike trail as part of the OATS Trail.
Mr. Bracken agreed with Mr. Snavely and Mr. Dana. The Commission was all in agreement to relocate the gazeebo elsewhere on the property.

Mr. Watt was mentioning the 5 year window for the project stating that the repeated visits to the Planning Commission for this parcel the latitude make sense. But moving forward it might be something they can constrict. Mr. Snavely added that changing the code might be a possibility since 1 year seems very short but 5 years might be too long.

Mr. Moore concerned about possibly having to change codes through conditions it might require additional studies.

Mr. Keebler stated that when the project start it would follow right on through.

Mr. Bracken said that as for the code it would be a great if non-substantial changes met they could fast track the process.

Mr. Dana stated that this project encourages or even partially meets with the need for affordable housing.

Mr. Dana made a motion and Mr. Keebler seconded the motion to approve with the recommendations by the staff including the incremental development of the sidewalk and that the staff will work with the developer on the active recreation.

Mr. Watt asked Mr. Perry to call the roll.

AYE: Mr. Bracken, Ms. Rosenberg, Mr. Dana, Mr. Keebler, Mr. Snavely, Mr. Watt (6)
NAY: None (0)
ABS: None (0)

**PC-2021-19, FINAL PLANNED DEVELOPMENT, South Forest Edge, Section One,** formerly referred to as Lake Forest Phase 1, 36 single-family condominium dwelling units, **4Leaf Development LLC, Applicant**

Ms. Rosenberg made a motion to enter into public hearing. Mr. Snavely seconded the motion. All were in favor.

Mr. Moore started his presentation by sharing a few quick details including (1) the applicant, (2) the engineer, (3) total site are, (4) current zoning, (5) the number of planned landominiums.

Mr. Moore presented a picture of the Site Location in relation to the Annex Development, Level 27.

Mr. Moore displayed the Approved Preliminary PD Plan showing the 36 units, 24 on the eastern street and 12 units on the western cul-de-sac. Mr. Moore stated that the developer is planning on a pedestrian bridge that would connect the two phases.

Mr. Moore presented the location of the lights, total of 7. Mr. Moore noted that the drawing missing some lighting along Lake Forest Drive. Mr. Moore stated that the staff would like to see the lighting to go up to US 27, Southpointe Parkway intersection.

Mr. Moore displayed the Landscaping Plan that shows 85 citrus trees, 61 evergreen, and 51 ornamental trees. The plan also shows a sidewalk that would be build all the way up and linking up with Southpointe Parkway intersection. Mr. Moore pointed out that a bike path would run along the south side of Southpointe Parkway that would link up to the sidewalk. Mr. Moore explained that this wasn't a bike path continuation because that would run along the eastern side of Lake Forest.

Mr. Moore stated one of the prior conditions required of providing some kind of active amenity within the open space. The proposal showing variety of landscaping beds, benches. Mr. Moore suggested for consideration whether this would be an active recreation area.

Mr. Moore said that the use of vinyl on exterior surface was prohibited.

Mr. Moore started discussing the staff recommendations:

1. Approval would be valid for 5 years.
2. Phase 1 would be Ashford Oak Drive and Aspen Path, Phase 2 would be Lilac Lane. Construction may occur in ether phase at any time, simultaneously, however all above ground infrastructure that is associated with each Phase needs to be on place prior to the approval of each Phase's first building permit. Exceptions are (1) incremental sidewalks and lighting, and (2) infrastructure features in the central green has to be completed no later than the Building Permit approval of 18 of the 24 units associated with this Phase.
3. No more than 24 units overall can receive building permit prior to the construction of the pedestrian bridge.
4. All landscaping should be in place at the appropriate time that is determined by the Zoning Administrator.
5. All the sidewalks should have a minimum with of 5 feet.
6. The cluster mail box needs to be relocated to the cul-de-sac.
7. Street lights and street trees along the entire frontage of Lake Forest Drive
8. Vinyl is prohibited on exteriors.
9. Documents that require approval, signature and/or recorded before the First Building Permit: (1) Final PD Plan, (2) Construction Drawings, (3) Financial Security for public and private improvements, (4) Right-of-Way Dedication Plat, Easement Plat, and/or Record Plat, (5) HOA Declaration/Agreement
   There is a need for a Final Subdivision Application that show the individual lot lines. This has to do with the measurement of lot coverage. The coverage limit should not exceed 40% per code.
10. On-street parking on both sides is prohibited.
11. All the other prior approval conditions still stand as they may be applicable.

Questions from the Commission

Mr. Keebler inquired why it was necessary to put in there not to use vinyl sidings. Mr. Perry relied that he requested that and it had to do with the history. Mr. Keebler thought that not using vinyl per the City is inappropriate.

Mr. Dana wanted to know how the three streets connect.

Ms. Rosenberg brought up the topic of active recreation and she wanted to know what active recreation meant to the developer. Mr. Moore replied that the condition that was worded previously had a list of things such as playground, a gazeebo, a water feature.

Mr. Snavely was inquiring about the Neighborhood Conservation Overlay that it was not included nor provided. Mr. Snavely hoped that the applicant could address those items. Mr. Snavely stated that debate on vinyl and active recreation would be acceptable.

Mr. Watt wanted clarification on lot coverage that the map was a one-time action and not something that had to be done over and over again. Mr. Moore assured Mr. Watt that it was a one-time activity and it would be reviewed with the final subdivision plan.

Ms. Reed was called to provide answers to the questions

Ms. Reed expressed the desire that she would want to provide explanation on a few points:

1. Lighting: Ms. Reed explained that street lighting is not place in pairs in every 400 feet, rather it alternates on each side of the road. Ms. Reed stated that they do show proposed street light on the East Side of Lake Forest Drive to be constructed when South Forest Edge 2 will be constructed and these drawings have been submitted the week of this Commission meeting.
2. Active open space: Ms. Reed stated that they do have benches that overlook the green space. Ms. Reed explained that the green space was purposely set aside for activities such as throwing a Frisbee, kicking a ball, playing volleyball by putting a net up, this way anyone can so a type of an activity to their liking.
3. Lot coverage: Ms. Reed stated that they provided an exhibit to staff showing that they build out maximum these lots that they could meet the 40% requirement.
4. Neighborhood Overlay District: Ms. Reed explained that the clients not intended this to be a rental community, to bring students in. Ms. Reed stated that in the HOA documents the numbers of units that can be rented is limited.

Questions from the Commission members:

Mr. Snavely on the topic of Overlay District stated that there was a history of renting in the area. Mr. Snavely thought that stating that there would be only 3 units that can be rented is problematic. Mr. Snavely brought up the point what people care about is renting them out to unrelated people. Mr. Snavely suggested to put in the HOA or Neighborhood Overlay that there would be a restriction to rent it to unrelated people rather than only three rentals. Mr. Snavely also pointed out that the property would be right by a student rental property.

Ms. Rosenberg liked the explanation given on active recreation. Ms. Rosenberg said she had the same thought last year in May as Mr. Snavely had just a few minutes ago.

Mr. Watt stated that he would be more comfortable with a Neighborhood Overlay because an HOA can be amended. Mr. Watt brought up the point too that was intended for the property that would stay there. (The example a Whistle Stop was used) Mr. Watt suggested that for the better understanding for the public the City and the Applicant could work together on the Overlay.

Ms. Dana added that the topic of Neighborhood Overlay was well studied and the standards exist.

Mr. Perry added why was HOA used and what feedback he received from those who live in a Neighborhood Overlay area.

Mr. Keebler thought that the only problem with the limited number rental was that there would be nothing that would prevent parents from buying one of the units and let their friends live there whereas the Overlay would prohibit that.

Mr. Watt invited the public to comment on the matter.

*Scott Webb*
Mr. Webb suggested to simply change the code to unrelated instead of the overlay district.
Mr. Webb brought up two points regarding the number of rentals **(1)** neighborhood value **(2)** they are units for sale for single families.

Mr. Dana made a motion to close public hearing and Mr. Snavely seconded it. All were in favor.

The Commission's discussions

Ms. Rosenberg agreed with Mr. Webb that conservation overlay wording should be part of the residential code for certain neighborhoods. Mr. Snavely agreed with Ms. Rosenberg and Mr. Webb but was not sure whether city council would.

Mr. Snavely was in favor of recommended width of the sidewalk.

Mr. Keebler did not agree with the prohibition of using vinyl. (He used his own example using vinyl siding)

Mr. Snavely discussed the changing to recommendation No. 8 stop after "submitted rendering" and eliminate "vinyl shall be prohibited". Mr. Perry added that durable material what is needed.

Mr. Bracken made the note that he did not want to regulate anything aesthetically that does not have to be and there are options.

Mr. Watt stated an amendment to recommendation No. 8 to incorporate some reference to durability materials, but this was not accepted by the rest of the Committee members.

Mr. Snavely made a motion to approve the Final Planned Development with staff recommendations except for the vinyl siding prohibition. Ms. Rosenberg seconded it.

Mr. Watt asked Mr. Perry to call the roll.

AYE: Mr. Bracken, Ms. Rosenberg, Mr. Dana, Mr. Keebler, Mr. Snavely, Mr. Watt (6)
NAY: None (0)
ABS: (0)

**PC-2021-20, 6610 Brookville Road, REZONING,** 22.014 acres, Oxford Township A-1 to City of Oxford R-1B, **Sam Perry, City of Oxford Community Development Director, Applicant**

Mr. Snavely made a motion to enter into public hearing. Mr. Dana seconded the motion. All were in favor.

Mr. Perry started his presentation referring to pages 224-225 in the meeting packet. Mr. Perry referred to the Concept Review that had been done. Mr. Perry explained that the property is in the process of being annexed to be part of the city, and City Council will review this request next week. Mr. Perry next described the location and the zoning (A-1) of the property. Mr. Perry mentioned that the recommendation for rezoning would be R-1B that would be consistent with Autumn Drive.

Mr. Perry next discussed the Decision Standard C:

A. Whether is and error on the Official Zoning Map or the line. Mr. Perry said that this standard was not found as applicable.
B. The proposed amendment will make the map conform more closely to the Comprehensive Plan. Mr. Perry stated that nothing was identified in this area.
C. Having availability of non-student residential building lots. Mr. Perry stated that it seemed to be decreasing since the Comprehensive Plan was adopted in 2008. Although changes are very likely in this matter.
D. They can residentially zone land currently within the City limits but not all is available. Mr. Perry said that this would be an option to annex or rezone lands that are already close by.

Mr. Perry pointed out that the rezoning of this land is important regarding to the density. The rezoning is based on 22 acres that would allow up to 128 dwelling units.

Mr. Perry mentioned that a comment was received from an adjacent property owner to the west, Mr. Michael Glaser. Mr. Glaser opposed the rezoning due to the traffic increase.

Questions from the Commission

Mr. Watt wanted to know whether the property owner, who made the comment, is the immediate adjacent western property owner. Mr. Perry said yes, the property owner is between the proposed annexation land and the driveway to the park.

Mr. Dana wanted clarification on the Decision Standards. Mr. Perry answered that it was both C and D where findings were found.

There was no comments from the public.

Mr. Keebler made a motion to close public hearing. Mr. Dana seconded the motion. All were in favor.

The Commission's discussion

Mr. Keebler stated that all were talking favorably about the provided concept.

Mr. Snavely made a motion to approve rezoning based on criteria C and D as a legal justification. Mr. Keebler seconded the motion. All were in favor.

Mr. Watt asked Mr. Perry call the roll.

AYE: Mr. Brecken, Ms. Rosenberg, Mr. Dana, Mr. Keebler, Mr. Snavely, Mr. Watt (6)
NAY: None (0)
ABS: None (0)

**VII. Old Business**

There were none.

**IX. Administrative Decisions**

**PC-2021-14, 117 Bishop Street, LOT SPLIT,** Pt. of Lot #502, new lot totaling 0.0928 acres, **Tara Jones, Applicant/Agent**

There were no clarifications needed.

## IX. Adjournment

Mr. Snavely made the motion to adjourn the meeting. Ms. Rosenberg seconded the motion. All were in favor. The meeting adjourned at 10:08 p.m.

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# STAFF REPORT

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| **ORIGINATING DEPARTMENT:** | Service Department |
| **PREPARED BY:** | David Treleaven, Environmental Specialist |
| **DATE PREPARED:** | August 5, 2021 |
| **COUNCIL MEETING DATE:** | **July 17, 2021** |
| **AGENDA TITLE:** | August 4, 2021 Environmental Commission Meeting Summary |
| **BUDGETED AMOUNT:** | N/A |
| **ACCOUNT CODE:** | N/A |
| **RECOMMENDATION:** | Approve |
| **CITY MANAGER/DEPT HEAD APPROVAL:** | DRE 8/13/21 8/5/21 |

Environmental Commission members in attendance at the Wednesday, August 4, 2021 meeting were: Chair, Mr. Jon Ralinovsky; Planning Commission Representative, Mr. Jason Bracken, Mr. Andor Kiss, Mr. Justin Fain, and Ms. Heather Barrett. A quorum was present. Mr. Steven Elliott had previously notified the Commission that he would not be present at the evening's meeting. Vice-Chair and City Council Representative, Ms. Chantel Raghu, had contacted Chair Ralinovsky earlier indicating that she was still at work and likely would not be at the meeting.

Mr. Bracken moved for approval of the minutes from the July 7, 2021 Environmental Commission meeting; Ms. Barrett seconded. The minutes were unanimously approved as presented.

**Discussion:**

In an upcoming meeting, the Commission needs to include a public input session, with a report of the results of the public input due to Oxford's Assistant City Manager by October 30, 2021. Tentatively, the Commissioners would like to include the public input in the September 1, 2021 Environmental Commission. Mr. Ralinovsky is to contact Ms. Jessica Greene, Oxford's Assistant City Manager, and inquire about publicizing the opportunity to the public. Mr. Bracken indicated that he believed there may be upcoming larger public meetings with several Boards and Commissions present.

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Staff had revised the text of the Commission's stream setback areas of undeveloped land adjacent to waterways. Based upon the Commission's discussion during the July meeting, ephemeral channels were specifically referenced in the text, with a lesser distance of 25 feet for the stream setback area along an ephemeral channel proposed. Definition of terms were also included in the revision. The Commissioners agreed that requiring a setback along an ephemeral channel would be desirable and that 25 feet seemed appropriate. Staff was instructed to incorporate the revisions into the formal text. The Commission intends to vote on recommending the stream setback requirements during the September meeting, and forwarding them to the Planning Commission for their consideration.

With Ms. Raghu's absence, none of the Commissioners were aware of the status of the installations of roof-mounted solar panels on seven residences and one church in Oxford by PRO Lighting, Inc. Staff mentioned that solar panels were observed being installed at a residence by the intersection of Hester Road and Dufour Lane earlier in the week, but Staff did not know if this was associated with the PRO Lighting, Inc. project.

Staff updated the Commission on the monthly emission monitoring event of the landfill's 23 passive gas vents for July. At approximately 185 metric tons (MT) total carbon dioxide equivalent (CO2e) for the entire landfill, July's monthly total value was above the monthly average value of approximately 149 MT since October, 2020. The two previous month's monitoring had yielded total CO2e values that were below the running monthly average. Six of the 23 passive vents contribute approximately 78% to the total CO2e emissions to date, with one vent (gas vent #23) contributing almost a third of the total CO2e values by itself.

Staff provided a summary of the on-going residential food scraps drop-off program. Since the program started in April 2019 and through the end of July, 2021 (121 weeks), approximately 88,200 pounds (44.1 tons) of food scraps have been collected for composting. This is 729 pounds per week on average, with the program's expense continuing to be $0.31 per pound. For 2021, a total of just under 24,550 pounds (12.3 tons) has been collected in 29 weeks, with a weekly average of 846 pounds, and a program's expense of $0.27 per pound.

Commissioners concluded discussions at 7:40 p.m. The next regularly scheduled monthly Environmental Commission meeting is tentatively scheduled for 7:00 p.m. on September 1, 2021, in the Municipal Building's first floor conference room.

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# STAFF REPORT

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| **ORIGINATING DEPARTMENT:** | Community Development |
| **PREPARED BY:** | Zachary Moore |
| **DATE PREPARED:** | July 26, 2021 |
| **COUNCIL MEETING DATE:** | August 3, 2021 |
| **AGENDA TITLE:** | **PC-2021-07, 6711 Ringwood Road, PRELIMINARY PLANNED DEVELOPMENT,** further development of MayDay Gun Range site, including new self-storage facility, **Scott Webb, Architect**, Applicant/Agent |
| **CITY MANAGER/DEPT HEAD APPROVAL:** | DRE 7-29-21 |

**Proposal Summary:**

On behalf of the property owner, applicant Scott Webb is requesting approval of a Preliminary Planned Development in order to further develop the MayDay Gun Range site into a private multi-use business park. The gun range is located on a large parcel totaling a little over 11 acres, but only occupies about 10 percent of the site; the other 90 percent is currently vacant/undeveloped. The proposed plan seeks to utilize the existing 24-foot wide driveway (located on a long panhandle portion of the parcel leading to/from Ringwood Road), and expand upon the existing gun range parking area to form a more expansive network of drive aisles and parking spaces to serve additional business uses.

The property is zoned LI Light Industrial, which allows a multitude of potential commercial and industrial uses, such as light manufacturing, laboratories, offices, and even adult entertainment facilities, by-right. The district also prescribes a number of Conditional Uses. The applicant proposes developing in such a manner to allow up to 8 total development sites, inclusive of the existing gun range use. 2 of the 7 new development sites are more clearly defined at this stage, which are proposed to be occupied by a business incubator and self-storage facility. These two uses alone would encompass a little over 3 acres, or 28% percent, of the site. The incubator is intended to provide space for contractors and other service professionals to both interact with customers, and store supplies and wares. The remaining 5 development areas are shown more conceptually, with exact land uses for these areas to be determined at a later date as part of a future application.

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**Background:**

The development of the subject site underwent a concept review by the Planning Commission in May 2020. The original design included a loop road layout. A revised plan was formally submitted in March 2021 and contained a direct connection point to US 27; however, this application ultimately was not processed. A second revised plan was submitted in May 2021, reverting back to a loop road design more akin to the original and without vehicular connection to US 27; this application was processed and was ultimately the version reviewed by the Planning Commission on July 13.

**Planning Commission Recommendation:**

On July 13, the Oxford Planning Commission held an in-person public hearing and reviewed the case and the decision standards. Most of the discussion and questions revolved around the following subjects: (1) tree coverage, including the recent loss of woods in the middle of the site and calculation of an appropriate amount of trees to be planted; (2) provisions for emergency vehicle access and turnaround, including a potential means of access via the First Baptist Church parking lot; and (3) walkway connection(s) between the development and existing public right-of-way along Ringwood and US 27.

Mr. Terry Dudley, who owns a 60-foot wide strip of land east of the development site, provided comments regarding the City's thoroughfare plan which shows a 100-foot wide collector right-of-way running through his land and the applicant's. The Commission explained to Mr. Dudley the City is not requiring an easement, rather this is a voluntary set-aside by the property owner to ensure buildings do not have to be demolished in the future to make way for a new roadway if pursued by the City in the future. Mr. Dudley stated he did not wish for a road or bike path to be constructed through his property.

Upon closure of the public hearing, the Commission expressed agreement with staff's recommendation for a walkway connection to US 27 but modified an original recommendation for a temporary turnaround at the end of the drive, instead opting for a stub of additional pavement between the incubator and storage facility to allow for vehicle turnaround. The Commission voted 6-0-0 (with 1 member absent) to recommend approval of the application subject to the following 9 conditions:

1. The existing gun range, and proposed business incubator and self-storage facility uses shall be the only land uses approved at this stage. Additional future land uses may be considered on a case-by-case basis as part of either a Final Planned Development or amended Preliminary Planned Development, in accordance with provisions prescribed for the LI District. In all instances, Adult Entertainment Facilities shall be prohibited.

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2. A new Traffic Impact Study shall be completed for the latest site design to verify whether public off-site improvements are necessary to support anticipated uses. The study shall be completed prior to submission of a Final Planned Development application; staff may require the study be amended at a future date depending upon the anticipated traffic impacts when additional land uses are more clearly defined.

3. Bicycle parking shall be provided in accordance with the Oxford Zoning Code and reviewed at the Final Planned Development stage.

4. Five-foot wide sidewalk shall be provided along the Ringwood Road frontage.

5. A five-foot wide paved pathway shall be provided between the walkway system shown on the Plan and the existing public sidewalk along US 27. This connection shall be reviewed at the Final Planned Development stage.

6. Additional landscaping shall be provided along the back side of the larger self-storage outbuilding facing future collector road right-of-way, to help soften the viewscape along the future corridor. More exact details shall be reviewed at the Final Planned Development stage.

7. A portion of the loop road extending out from the 4-way intersection (located between the business incubator and storage facility) shall be paved to City staff's satisfaction to allow for emergency vehicle turnaround. Such feature shall be reviewed at the Final Planned Development stage.

8. A waiver to Section 1145.06(f)(1) is hereby granted to reduce the amount of required open space from 20% to 11.4%.

9. A waiver to Section 1148.05(b)(2)(A) is hereby granted to relieve the developer from the Tree Survey requirement, on condition that wooded areas noted to remain are not disturbed during construction and the landscaping plan as presented is fulfilled.

**ORDINANCE NO.**

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE PLANNING COMMISSION AND APPROVING THE PRELIMINARY PLANNED DEVELOPMENT APPLICATION TO ALLOW FURTHER COMMERCIAL DEVELOPMENT OF AN 11.28 ACRE SITE INCORPORATING THE MAYDAY GUN RANGE AT 6711 RINGWOOD DRIVE WITH CONDITIONS.

WHEREAS, Council hereby finds the Planning Commission held a public hearing on July 13, 2021 in accordance with Chapter 1145 of the Codified Ordinances of the City of Oxford, on the application of Scott Webb, Architect, for a Preliminary Planned Development to allow further commercial development of an 11.28 acre site incorporating the MayDay Gun Range at 6711 Ringwood Drive Oxford, Ohio; and

WHEREAS, the Planning Commission, after due deliberation found the application satisfied the basic code requirements in Chapter 1145 of the Codified Ordinances of the City of Oxford, and recommended approval of the Preliminary Planned Development application to allow further commercial development of an 11.28 acre site incorporating the MayDay Gun Range at 6711 Ringwood Drive, Oxford, Ohio with conditions.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY ORDAINS THAT:

SECTION 1: Council hereby accepts the recommendation of the Planning Commission and further approves the Preliminary Planned Development application to allow further commercial development of an 11.28 acre site incorporating the MayDay Gun Range at 6711 Ringwood Drive, Oxford, Ohio with the following conditions:

1. The existing gun range, and proposed business incubator and self-storage facility uses shall be the only land uses approved at this stage. Additional future land uses may be considered on a case-by-case basis as part of either a Final Planned Development application or an amended Preliminary Planned Development application, in accordance with the provisions prescribed for the LI District. In all instances, Adult Entertainment Facilities shall be prohibited.
2. A new Traffic Impact Study shall be completed for the latest site design to verify whether public off-site improvements are necessary to support anticipated uses. The study shall be completed prior to the submission of a Final Planned Development application; staff may require the study to be amended at a future date depending upon the anticipated traffic impacts when additional land uses are more clearly defined.
3. Bicycle parking shall be provided in accordance with the Oxford Zoning Code and reviewed at the Final Planned Development stage.
4. A five-foot wide sidewalk shall be provided along the Ringwood Road frontage.
5. A five-foot wide paved pathway shall be provided between the walkway system shown on the Plan and the existing public sidewalk along US 27. This connection shall be reviewed at the Final Planned Development stage **and completed within 5 years of the Final Planned Development approval**.
6. Additional landscaping shall be provided along the backside of the larger self-storage outbuilding facing the future collector road right-of-way, to help soften the viewscape along the future corridor. Exact details shall be reviewed at the Final Planned Development stage.

7. A portion of the loop extending out from the 4-way intersection (located between the business incubator and storage facility) shall be paved to City staff's satisfaction to allow for emergency vehicle turnaround. Such feature shall be reviewed at the Final Planned Development stage.
8. A waiver to Oxford Codified Ordinance Section 1145.06(f)(1) is hereby granted to reduce the amount of required open space from 20% to 11.4%.
9. A waiver to Oxford Codified Ordinance Section 1148.05(b)(2)(A) is hereby granted to relieve the developer from the Tree Survey requirement, on condition the wooded areas noted to remain are not disturbed during construction and the landscaping plan as presented is fulfilled.

SECTION 2: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY/JASON BRACKEN

PREPARED BY: LAW (STAFF)

Case No:
PC-2021-07

City of Oxford OHIO
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Meeting Date:
July 13, 2021

# STAFF REPORT

**Community Development | Planning Commission**

## APPLICATION DETAILS

| | |
|---|---|
| **Applicant** | Scott Webb, Architect |
| **Location** | 6711 Ringwood Road – Parcel ID H4000028000015 |
| **Owner** | MayDay Handgun Training LLC c/o Jeff Day |
| **Action Request** | Preliminary Planned Development (PD) |
| **Current Use** | Commercial (Gun Range) & vacant ground |
| **Current Zoning** | LI Light Industrial District |
| **Lot Size** | 11.28 acres |
| **Surrounding Land Uses** | Institutional (First Baptist Church), Commercial/Warehouse (Capitol Varsity), Industrial (IMI Concrete & Schneider Electric/Square D) |
| **Staff Recommendation** | **Approval**, subject to recommended conditions |

## PROPOSAL SUMMARY

On behalf of the property owner, applicant Scott Webb has submitted an application requesting approval of a Preliminary Planned Development in order to further develop the MayDay Gun Range site into a private multi-use business park. The gun range is currently located on a large parcel totaling a little over 11 acres, but only occupies about 10 percent of the site; the other 90 percent is vacant/undeveloped. The proposed plan seeks to utilize the existing 24-foot wide driveway (located on a long panhandle portion of the parcel leading to/from Ringwood Road), and expand upon the current gun range parking area to form a more expansive network of drive aisles and parking spaces to serve additional business uses. Two dry detention basins are planned in the northern and eastern portions of the site to fulfill the City's stormwater management requirements and can count toward the open space calculation for the development.

The property is zoned LI Light Industrial, which allows a multitude of potential commercial and industrial uses, such as light manufacturing, laboratories, offices, and even adult entertainment facilities, by-right. The district also lists a number of Conditional Uses. The applicant proposes developing in such a manner to allow up to 8 potential uses, inclusive of the existing gun range. The applicant proposes a more definitive plan for 2 of the 7 additional uses, for a business incubator building and a self-storage facility. These 2 uses alone would encompass a little over 3 acres, or 28% percent, of the site. The proposed self-storage use/area is to be gated off and includes a large indoor air-conditioned storage building (i.e. mini warehouse) as well as two storage unit outbuildings. The business incubator use would share the gated/secured vehicle egress area with the storage facility, and also provide front doors and customer parking along the opposite side.

## PUBLIC COMMENTS

Public notices were mailed to surrounding property owners and a sign was posted at the front of the property. No public comments have been received as of the writing of this report.

## DEPARTMENT COMMENTS

Below are comments from City departments:

<table>
<tr><th>Department</th><th>Respondent</th><th>Response</th></tr>
<tr><td>Economic Development</td><td>Seth Cropenbaker, Assistant to the City Manager</td><td>Returned with Comments</td></tr>
<tr><td colspan="3">The proposed project includes 11 acres of development, including light industrial and business incubator space, and a storage facility including climate-controlled storage units.<br><br>The proposed development on this site would be a welcomed addition to the Oxford economic landscape. Currently the City offers limited sites and facilities suitable for light industrial use. This development could provide that resource, as well as support other commercial and business growth with facilities dedicated to "incubator" functions.<br><br>This project could compliment the College@Elm project by Miami University at 20 S. Elm St. The College@Elm intends to feature light manufacturing operations as well as a variety of business start-up support services. The addition of commercial ready light industrial space could further catalyze business growth in Oxford.<br><br>The proposed self-storage with the inclusion of climate controlled options adds a service unique to the Oxford area.<br><br>At this time the Economic Development staff have no reservations regarding this project.</td></tr>
<tr><td>Engineering</td><td>Scott Otto, City Engineer</td><td>Returned without Comments</td></tr>
<tr><td colspan="3"></td></tr>
<tr><td>Fire</td><td>John Detherage, Fire Chief</td><td>Returned with Comments</td></tr>
<tr><td colspan="3">An easement would need to be created to ensure future emergency access through the church parking lot.<br><br>When is the Phase 2 Loop scheduled to be added? Is there a plan for emergency vehicle turn around and secondary emergency vehicle access in the mean time?<br><br>The emergency vehicle turns will need to be evaluated to ensure access through the development and to each building.</td></tr>
<tr><td>Police</td><td>John Jones, Police Chief</td><td>Returned without Comments</td></tr>
<tr><td colspan="3"></td></tr>
</table>

## CASE HISTORY

The subject site and surrounding area has been involved in numerous past applications and approvals by the City of Oxford since the early 1980s. A summary of relevant case history is provided below:

| Case No. | Application | Decision |
| --- | --- | --- |
| **PC-1980-02** | **Preliminary Plat/PUD** | Council approved December 16, 1980 by Ord No 1623 |
| The original site totaled 20.133 acres with 988 feet of frontage along Ringwood Road and 392 feet of frontage along US 27. The applicant, Tim Myers, initially proposed constructing a new cul-de-sac street off US 27, approximately 250 feet south of the intersection between US 27 and Ringwood Road. The cul-de-sac street, named "Commerce Street," was proposed to support a total of 8 lots, while the remaining site acreage would have direct frontage and curb cut access to either Ringwood and/or US 27 and be divided into 12 lots. The Planning Commission at the time opposed creating a new access point off US 27 between Ringwood Road and Todd Rodd, leading the applicant to significantly downscale their proposal by only showing the property being split into 2 lots at the Preliminary stage, including a 2-acre lot in the western corner of the site while the remaining 18 acres was left undefined in terms of lot boundaries. Council approved the Industrial Preliminary PUD subject to the condition that no more than five (5) access points be planned off Ringwood Road, with at least seventy five (75) feet of distance between each. Additional conditions also prohibited direct access from US 27, and specified any access point on Ringwood Road must be no closer than 200 feet to the US 27 centerline. | | |
| **PC-1981-11** | **Final Plat/PUD** | Council approved May 18, 1982 by Ord No 1677 |
| Council approved the subdivision of 2 lots, including the 2-acre lot previously shown at the Preliminary stage (now owned by Irving Materials Inc. as part of IMI Concrete, referred to as "Brookville Concrete" in prior staff reports), as well as a 1.102 acre lot that is now the site of Capitol Varsity at 6723 Ringwood. | | |
| **PC-1982-08** | **Additional Use** | Council approved June 1, 1982 by Ord No 1683 |
| Council approves an "Additional Use" (the predecessor term to today's "Conditional Use") for a 16,000 square foot building on the 1.102 acre lot comprising office and warehousing uses. This resulted in a new curb cut off Ringwood Road to support the use. | | |
| **PC-1986-02** | **Lot Split** | Administrative Approval in January, 1986 |
| This case involved splitting off an additional lot immediately to the east of the main Capitol Varsity site and currently addressed as 6715 Ringwood Road, also totaling 1.102 acres. This action was approved administratively by the Planning Commission. | | |
| **PC-1986-19** | **Additional Use** | Council approved October 21, 1986 by Ord No 1912 |
| This approval was for a "light manufacturing, office and distribution multi-use building" on the lot at 6715 Ringwood Road. The access point to Ringwood was originally proposed to be shared with the adjacent lot to the west; however, the plan was later revised to include a new curb cut accessed separately further east on Ringwood. The reality today is there is shared parking/accessibility across property lines between 6723 and 6715 Ringwood, as well as a separate curb cut and parking lot on the east side of the building at 6715 as had been shown in the revised plans. | | |
| **PC-1987-09** | **Lot Split** | Administrative Approval in August, 1987 |
| This approval involved splitting off another 1.102 acre lot with 150 feet of frontage along Ringwood Road (currently undeveloped, addressed as 6705), as well as a 3.414 acre lot with 305 feet of frontage along Ringwood and 392 feet of frontage along US 27, which eventually became the site of the First Baptist | | |

| | | |
|---|---|---|
| Church at 6701 Ringwood. By this time, almost all frontage along Ringwood had been absorbed by approved lot splits, sparing just a 50 foot width in between 6715 and 6705, which constitutes the present day location of the MayDay Gun Range driveway and panhandle portion of the subject site. | | |
| **PC-1987-16** | **Stormwater Retention** | N/A |
| It is not clear from the limited contents of this file what the exact intent was behind this Planning Commission case. It appears the applicant, Ernie Myers, was aiming to construct a stormwater retention area within an easement that had been created specifically for that purpose as part of the previous lot split (PC-1987-09), on property currently occupied by the First Baptist Church (6701 Ringwood). There is no record of an approval, and no such retention feature was ever constructed in this area. | | |
| **PC-1994-17** | **Additional Use** | Council approved January 17, 1995 by Ord No 2379 |
| Council approved a reception hall use to be located at 6701 Ringwood (corner lot bordering both Ringwood and US 27). The hall was proposed to have a floor area exceeding 7,000 square feet, with capacity for up to 400 guests, and a 150-space parking lot provided in front. The building was proposed to be oriented toward US 27, with 2 curb cuts off Ringwood Road. This project never came to fruition following Council approval. | | |
| **PC-1996-04** | **Additional Use** | Council approved June 18, 1996 by Ord No 2457 |
| Council approved a "computer assembly operation" to be located at 6705 Ringwood, comprising a single building and surrounding parking area and including 2 new curb cuts off Ringwood. However, this project never came to fruition as this particular lot remains vacant. | | |
| **PC-2002-11** | **Additional Use** | Council approved September 17, 2002 by Ord No 2763 |
| Council approved a request from applicant Tim Myers and First Baptist Church to construct a church building and parking area at 6705 Ringwood Road. The church was eventually built on the site, accessed via a single curb cut off Ringwood. | | |
| **PC-2016-02** | **Conditional Use** | Council approved March 15, 2016 by Ord No 3348 |
| Council approved a request for a shooting and training facility on the 11.28 acres currently under consideration for a Preliminary Planned Development. The use had been determined by staff to fit into the Conditional Use category under the LI zoning district. The building itself was proposed to be around 12,000 square feet in area. Loading space, pedestrian safety, and bicycle parking requirements were waived as part of the approval. | | |
| **PC-2018-04** | **Conditional Use** | Council approved May 15, 2018 by Ord No 3471 |
| This request sought to construct an automotive service facility for specialty automobiles, including modification and repair services, at 6705 Ringwood. The use would have also entailed vehicle sales, but to a more a limited extent and not the primary focus. Council approved the application while also waiving bicycle parking and pedestrian circulation/safety requirements. Site construction did not ultimately come to fruition, and the Conditional Use approval has since expired. | | |

## COMMENTARY

Staff comments on site conditions and a number of key development aspects are provided below:

- **Building Areas and Uses:** The table below summarizes the 8 individual development areas which are proposed as part of this Preliminary Planned Development. The plan includes 1 existing use to be retained, and up to 7 new uses to be allowed on the site. Staff is of the opinion that the Commission could consider the entire site at the Preliminary stage, however the Final Planned Development approval should be split up into two or more approvals based on when uses and site construction are more concretely defined for each use. For instance, assuming this Preliminary application was eventually approved by Council, the first Final Planned Development submittal could encompass the proposed business incubator and self-storage facility uses only. Along these lines, the Commission should consider the proposed buildable areas and building footprints for Development Areas 1 and 5-8 on a more conceptual basis, as these could be subject to more substantial design variation at a Final stage depending on the use(s)/tenant(s) in mind.

| Development Area | Existing Use | Planned Use | Buildable Area | Building Footprint |
|---|---|---|---|---|
| Development Area 1 | Vacant | Undefined | 40,905 sq ft | 13,650 sq ft (estimate) |
| Development Area 2 | Gun Range | Gun Range | 30,292 sq ft | 11,371 sq ft (actual) |
| Development Area 3 | Vacant | Business Incubator | 18,032 sq ft | 8,219 sq ft (proposed) |
| Development Area 4 | Vacant | Self-Storage Facility | 46,468 sq ft | 20,716 sq ft (proposed) |
| Development Area 5 | Vacant | Undefined | 10,993 sq ft | 5,083 sq ft (estimate) |
| Development Area 6 | Vacant | Undefined | 13,903 sq ft | 8,005 sq ft (estimate) |
| Development Area 7 | Vacant | Undefined | 11,558 sq ft | 6,964 sq ft (estimate) |
| Development Area 8 | Vacant | Undefined | 12,456 sq ft | 4,902 sq ft (estimate) |

- **Landscaping and Tree Preservation:** The project is subject to the standards of Chapter 1148 Landscaping and Tree Preservation, which includes both tree planting and tree preservation requirements. It should be noted however that the Commission has the ability to waive or modify such standards, or impose more stringent requirements, inherent to a more discretionary review process involved with a Planned Development. Summaries by subject are provided below:

  - **Tree Planting:** The Code's tree planting requirements are normally based upon the amount of lot frontage a given site has along a public street. Going strictly off the Code language, the calculation would only be based on a total of 50 feet of lot frontage along Ringwood, thus requiring only 5 total trees on the overall site (minimum of 1 tree per 10 linear feet of frontage), not inclusive of additional trees that may be required for parking areas. Because the development is planned as a single site and not as a subdivision with new public streets, no new public street lot frontage is being created. However, given the flexibility allowed in a Planned Development process, a more practical interpretation of the tree planting could be to observe the "pseudo" frontage being created for each individual leased area located along the extended drive/parking aisle intended to serve each area. Measuring frontage in this manner results in a total frontage length of 1,174 feet. Applying the Code's formula to this figure results in a total of 117 overall site trees. The applicant has provided a Landscape Plan (Sheet A-3) displaying a total of 41 new trees to be planted, including 25 deciduous trees and 16 new conifer trees; this would account for 35% of the "perceived" minimum amount of trees necessary for the new development under the revised calculation. It should be noted though that the submitted Landscape Plan does not yet account for the conceptual development areas (#s 1, and 5-8), so more trees could eventually be proposed through Final Planned Development procedures for the remaining uses.

- **Tree Preservation:** The Zoning Code requires a Tree Survey to be performed for all nonresidential developments. The Survey is required to document the location, diameter at breast height (DBH), and species of each tree totaling 10 inches DBH or greater. Estimations may be accepted for areas greater than 1 acre, and any area that is more than 100 feet away from the nearest proposed improvement (structure, pavement surface, etc.) may be exempted from the need to survey. The vast majority of the site is field and does not contain trees. A wooded portion in the center of the site appears to have been clear cut recently. The most significant tree line is along the southern boundary of the site, bordering the railroad. Although this tree line is located roughly 100 feet away from the existing gun range, it is much closer to the proposed business incubator building (84 feet) and nearest self-storage outbuilding (32 feet). In the preliminary planning stages, it can be difficult to determine whether a wooded area will actually be impacted by grading activities since engineered contour lines are not yet determined. The spirit of the Tree Survey requirement is to observe the amount of significant trees that are unnecessarily removed for the sake of development, exempting those that must come down to make way for buildings, walkways, parking surfaces, etc.. The Survey is then compared to the number of new tree plantings to ensure a balance where the net amount of tree coverage is at or above the site's existing conditions. Overall, staff sees this as a low risk situation compared to the number of new trees planned, and recommends the Survey requirement be waived.

- **Parking Area Trees:** The Parking Code also specifies tree planting requirements based on the number of parking spaces provided. The standard, per ***Section 1149.07(e)(6)(B)***, is a minimum of 2 trees per facility plus 1 tree for every 5 parking spaces. If the entire site is considered 1 "facility," this amounts to 34 total trees based on a total of 159 parking spaces proposed. The vast majority of the 41 trees proposed by the applicant are within proximity to parking areas and drive aisles.

- **Lighting:** The applicant proposes a series of post-mounted light fixtures to illuminate vehicle and pedestrian circulation areas. Wall pack lights are also proposed on the faces of the business incubator and self-storage buildings. All lights are to be shielded and LED. Staff would need to verify compliance with Zoning Code lighting requirements at the time of Building Permit submission.

- **Lot Coverage:** The LI District provides a generous maximum lot coverage of 70%. The applicant's plan proposes an overall coverage percentage of 43%, well below the maximum. The resulting coverage percentage could change at a later stage depending on the scale of future construction on the remaining 5 building sites, though it would unlikely exceed the 70% limit unless a more substantial redesign was contemplated.

- **Non-Vehicular Mobility:** Relevant topics are discussed below:

  - **Pedestrian Facilities:** The proposed plan provides sidewalks and walkways throughout much of the development, linking building sites to one another and to available parking. The Zoning Code was recently amended to include standards requiring the construction of sidewalks, when absent, along all public street frontage. The Code also requires a separate walkway to link the public sidewalk to the entrance(s) of the developed building/use(s). A public sidewalk currently exists along US 27 (dead-ending into the shoulder about 100 feet away from the Ringwood intersection corner), but no sidewalk exists along Ringwood Road.

The proposed plan does not show construction of a new sidewalk along Ringwood, nor does it show a walkway connection to either Ringwood or US 27.

- **Bicycle Parking:** The Zoning Code provides minimum bicycle parking standards based on the number of vehicular parking spaces provided. The Code was recently updated to factor into the calculation either the required amount of vehicle spaces, or actual vehicle spaces provided, whichever is greater. Observing the proposed number of spaces (159), this results in a minimum total of 15 bike spaces based on a factor of 1 per 10 provided. Bicycle parking standards had been waived in the past for other developments in this area of town, though such past decisions do not preclude the Planning Commission from adhering to the Code and enforcing current standards for this project. It should also be noted that previous waivers pre-dated Council's adoption of a Complete Streets Policy in August 2019, which seeks to make the transportation network safer and better connected by serving all users and modes of travel. Staff encourages the Planning Commission to consider the full "Policies" section of the Complete Streets Policy, as seen in Appendix B of this report. The Policy outlines very specific circumstances in subsections (a.) thru (f.) where exemptions may be considered.

- **Open Space:** There is a 20% minimum open space requirement for Planned Developments per ***Section 1145.12(f)(1)***, which normally cannot include any area less than 50 feet by 50 feet nor can it include the required 50-foot perimeter setback for an industrial zoning district. The proposed plan delineates these open space areas, totaling approximately 1.61 acres or **14.4%** of the overall site. Unfortunately, the plan only recognizes a 25-foot setback, which normally applies in residential and commercial districts; thus, to adjust to the proper 50-foot setback, this would result in significantly less overall "calculable" open space. The Commission would need to grant a waiver to reduce the amount of required open space from 20% down to **11.4%** (1.29 acres).

- **Signage:** The Zoning Code normally restricts development sites to no more than 1 wall or freestanding sign in the LI District. Staff agrees with the applicant's argument that this would be far too restrictive in preventing usable signage for the development. Instead, the applicant proposes the following sign allowances for the Commission to consider as part of the Planned Development: (1) a ground sign next to the existing driveway entrance off Ringwood Road, to provide a directory of businesses; (2) a ground sign next to and identifying the business incubator; (3) a ground sign next to and identifying the self-storage facility; (4) two wall signs not exceeding 3 feet in height, including one on the business incubator building and one on the main storage building, each on the east facing sides; and (5) individual business unit wall signs displayed along the front of the business incubator building each not exceeding 16 square feet in size. The submitted renderings illustrate the look and placement of much of the proposed signage. Ground signs are proposed to comply with typical dimensional standards, including a maximum sign area of 48 square feet, maximum height of 6 feet, and maximum width of 12 feet.

- **Stormwater Management:** Two detention areas are proposed for the development. One is located within the middle of the loop road, and another in the easternmost corner of the site near US 27. Each is to be located within a utility and drainage easement and be recognized as contributing toward the open space requirement. Since the development is being proposed as one contiguous site designed in a comprehensive manner (as opposed to a subdivision with divided ownership), all maintenance responsibilities for such facilities would rest with the property owner. It would be up to the owner to ensure that any lease agreements with future tenants account for funding ongoing maintenance of these areas.

- **Traffic Circulation:** Various topics are discussed below:

- **Future Major Collector Road:** The 2007 Oxford Transportation Thoroughfare Plan (as reflected in the Oxford Transportation Plans compilation document most recently approved by Council in May 2020) shows a future major collector roadway (segment 15B) running between US 27 and Contreras Road. The plan shows the potential for a reconfigured intersection between Todd Road and US 27, to align with this major collector route as well as a new minor collector route leading around Walmart and eastward to Brown Road. A long 60-foot wide parcel under separate ownership is located between the subject site and Schneider Electric, stretching between the railroad and US 27 near Todd Road. The applicant has agreed to reserve 40 feet of additional ground adjoining this parcel to make up a potential future right-of-way width of 100 feet as called for in the Thoroughfare Plan's Major Collector typical section. This would help to ensure any future right-of-way acquisition would not require demolition of structures, or an elimination or reduction of land usage. However, it should be noted that if a collector of this type were built between the subject site and Schneider, at least a couple of the proposed structures would be in close proximity to the resulting right-of-way line. For example, one of the self-storage outbuildings is shown approximately 10 feet from the future right-of-way line. Accessory buildings are normally not permitted in a front yard area, and the minimum front yard depth in LI is 50 feet. This configuration may be acceptable in this circumstance given the industrial character of the area, provided additional vegetative screening was provided between the building and the right-of-way.

- **Off-Site Improvements:** No off-site transportation improvements, such as road widening, signals, or turning lanes, are proposed as part of the submitted application. The current site plan represents the third design drawn up for the subject site. A traffic study had been performed for the second design, which had included a new curb cut off US 27 in addition to the existing drive accessed from Ringwood Road; this study had determined no off-site improvements were necessary to handle the projected amount of traffic. Staff's opinion is that a new traffic study be performed for the latest design which features only one formal way in and out of the site via Ringwood Road, to confirm whether or not any improvements might be necessary at the existing entrance location or at the intersection of US 27 & Ringwood.

- **Parking:** The applicant displays a total of 159 parking spaces for the entire site, which are intended to be shared between uses. Of this total, 27 currently exist and serve the gun range use. The Oxford Zoning Code does not provide a schedule of required parking for a business incubator or self-storage (mini warehouse) use, but by recent amendment allows staff to utilize parking demand estimates produced by the Institute of Traffic Engineers (ITE). Below is an analysis of potential parking demand vs. parking capacity provided in the plan. It appears adequate parking is provided to serve the two new uses.

| Use | ITE Use | Peak Period Parking Demand (average) | Gross Floor Area | Estimated Parking Spaces | Provided Parking Spaces |
|---|---|---|---|---|---|
| Business Incubator | General Light Industrial (110) | 0.65 / 1,000 sq ft gross floor area | 8,219 sq ft | 5 | 22 |
| Self-Storage Facility | Mini Warehouse (151) | 0.10 / 1,000 sq ft gross floor area | 20,716 sq ft | 2 | 8 |

- **Emergency Access via Church:** During initial internal discussions between staff and the applicant, the Fire Chief expressed concern with the original loop road plan providing only one possible way in and out of the development. The first attempt to address this concern was by providing an access point along US 27, which in turn was not well received by the

Community Development and Service Departments. Ultimately, a potential compromise was reached by returning to a loop road layout but providing a second means of emergency access via the First Baptist Church parking lot. The applicant proposes at the initial stage of development (encompassing only the business incubator and self-storage facility), to construct the gravel base for the loop road, but hold off on paving and curbing until the time when the remaining areas are developed. Once the loop road is fully built, the plan is for a depressed curb in vicinity of the southern edge of the church parking lot.

- **Utilities:** Comments on individual utility services are provided below.
  - **Sanitary Sewer:** The engineered version of the site plan from Bayer Becker shows new 8-inch sanitary mains tapping in to the existing sanitary system on US 27.
  - **Water:** The Bayer Becker site plan also shows a new 8-inch water main connection from US 27.
  - **Electric:** Information on electric utility connections is not shown at this time. The preference is for such utilities to be located underground.
  - **Garbage & Recycling Collection:** In order to accommodate development expansion, the existing refuse enclosure serving the gun range will need to be relocated. The applicant proposes situating a new enclosure at the end of a new parking area to the south of the existing building, adjoining the new business incubator. A total of two garbage enclosures are also shown inside the secured vehicle egress area around the self-storage facility; it is possible one of these enclosures may also serve the business incubator. The sizing and accessibility of these facilities would need to be reviewed at the time of Building Permit submission.

## DECISION CRITERIA

All Planned Developments shall satisfy the General Decision Standards provided in ***Section 1145.06(b)***. The standards found within this section are below with staff analysis provided for each:

1. **The proposed planned development is in fact permitted in the zoning districts in which it is proposed.**
   A mini-warehouse and business incubator are Conditional Uses in the LI District. These uses may be approved for the subject site through the Planned Development process.

2. **If the application is for the same site where a planned development application has been denied within one year, the plan is substantially different from the application so denied.**
   This criterion is not applicable. This is the first attempt at a Planned Development application for this site within the past year.

3. **The uses and site plan will satisfy the general intent of this Zoning Code.**
   ***Section 1143.14(a)*** describes the purpose of the LI District is *to provide for those analytical and associated fabrication activities associated with research and development, as well as for office and industrial uses having minimum impact upon the surrounding environment in areas that are suitable for industrial development by reason of location and availability of adequate utility and transportation systems.* The uses that are known at this time fit the general intent of the LI District.

4. **The uses and site plan will be compatible with the general intent of the Comprehensive Plan.**
   The Comprehensive Plan designates the site as a "Corridor" developable character area, where the City should work to *promote and attract new commercial uses, and enhance connectivity and the design of*

*existing uses through public and private investment.* Industrial and commercial uses are found to be permissible in this area. Staff believes the proposed site development helps to fulfill the vision expressed by the Comprehensive Plan, as well as fulfill a community need for storage space as well as incubator space so that area contractors/plumbers will have a "base" from which to interface with customers and store supplies.

5. **The size and shape of the site are sufficient for the proposed planned development.**
The applicant has undergone several revisions in striving to achieve a design that satisfies City concerns for accessibility and safety. The applicant has provided the required 50-foot setback around the perimeter of the site, but only with respect to buildings. The 40-foot area offered as potential future right-of-way is included within the 50-foot setback, rather than being apart and separate from the setback, meaning if a major collector roadway were ever built, structures could be situated a lot closer to the right-of-way than as normally would be allowed by Code.

6. **The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.**
The subject site is located far from residential uses, making it ideal for many of the uses prescribed by the LI District as well as the types of uses proposed. The site borders industrial, commercial, and institutional uses.

7. **The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.**
A new traffic study should be performed for the latest design, to determine whether off-site public improvements are warranted on Ringwood Road and/or US 27. Based on the land uses known at this time, it is not believed that noise, smoke, fumes, glare, odors, vibration or other external effects of this nature will become a concern.

8. **Accessory uses will be directly related to the operation of the principal uses and will not be operated independent of the principal uses.**
Two accessory outbuildings associated with the self-storage facility use are proposed and will be accessed via the gated/secured grounds of the site.

9. **The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal, or adequate provisions will be made to provide the same services privately.**
Construction drawings will need to be reviewed by the Service Department at a later date to determine the feasibility of connection to existing utilities, and also verify compliance with the City's stormwater management regulations. All "streets" and drainage structures interior to the site are to be privately held and managed/maintained. The Service Department will likely require bonding of these private infrastructure improvements to ensure their completion. Adequate provisions must be made for emergency access through the church parking area for fire protection.

10. **Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.**
The engineered version of the site plan indicates that water and sewer utilities are directly available from US 27. While the proposed plan has been designed with the possible future construction of a collector roadway in mind, new public streets or roadways are not necessitated by the proposal. As mentioned previously, a new traffic study should be conducted to verify whether off-site improvements to public roadway infrastructure are necessary. It is quite possible such a study will need to be updated once more specificity is reached on the intended usage of additional development areas on the site.

11. **The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall have the appearance of residential buildings permitted in the zoning district.**
Based on the plans and renderings provided, staff believes the intended character will be harmonious in appearance with the general character of the surrounding area.

12. **The site is designed so that on-site traffic and traffic accessing the site will not adversely impact the movement or safety of all modes of traffic on adjacent public streets.**
As mentioned in the body of the report, adequate provisions have not been made to ensure accessibility for alternate modes of travel, including by foot and by bike. The plan should be revised to include such connections to the existing public sidewalk system and comply with the latest development codes in the City's Zoning Code as well as the City's Complete Street Policy.

13. **Proposed construction will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.**
Remaining portions of the site surrounding the gun range development are presently undeveloped. It is not believed that a feature of this magnitude will be lost as a result of further development.

14. **Proposed construction will not result in the complete elimination of existing mature tree canopy. Effort shall be made to direct disturbance and construction around or away from existing mature tree canopy without completely taking away use of the site or connectivity to existing infrastructure.**
Much of the subject site is presently field, or has been cleared of previously existing vegetation. The existing tree lines along the perimeter of the site should be retained as much as possible. In accordance with the Zoning Code, at Tree Survey would normally be required for the southernmost corner of the site in proximity to the planned business incubator and self-storage uses. The Commission may consider waiving this requirement due to a relatively low risk of disturbance to perimeter vegetation, in consideration of additional new landscaping/trees planned throughout the site.

## STAFF RECOMMENDATION

Based upon a review of the Decision Standards, staff recommends **approval** of the Preliminary Planned Development subject to the following conditions:

1. The existing gun range, and proposed business incubator and self-storage facility uses shall be the only land uses approved at this stage. Additional future land uses may be considered on a case-by-case basis as part of either a Final Planned Development or amended Preliminary Planned Development, in accordance with provisions prescribed for the LI District. In all instances, Adult Entertainment Facilities shall be prohibited.

2. A new Traffic Impact Study shall be completed for the latest site design to verify whether public off-site improvements are necessary to support anticipated uses. The study shall be completed prior to submission of a Final Planned Development application; staff may require the study be amended at a future date depending upon the anticipated traffic impacts when additional land uses are more clearly defined.

3. Bicycle parking shall be provided in accordance with the Oxford Zoning Code and reviewed at the Final Planned Development stage.

4. Five-foot wide sidewalk shall be provided along the Ringwood Road frontage.

5. A five-foot wide walkway connection shall be provided between the walkway system shown on the Plan and the existing public sidewalk along US 27. This connection shall be reviewed at the Final Planned Development stage.

6. Additional landscaping shall be provided along the back side of the larger self-storage outbuilding facing future collector road right-of-way, to help soften the viewscape along the future corridor. More exact details shall be reviewed at the Final Planned Development stage.

7. In-lieu of a gravel base being laid for the loop road proposed to service Development Areas 5-8, a paved temporary turnaround/cul-de-sac shall be provided in proximity to the last gated entrance to the self-storage facility to enable emergency vehicles to turn around; such feature shall be reviewed at the Final Planned Development stage. No gravel base for the loop road shall be laid until such time as it is approved for Development Areas 5-8.

8. A waiver to ***Section 1145.06(f)(1)*** is hereby granted to reduce the amount of required open space from 20% to 11.4%.

9. A waiver to ***Section 1148.05(b)(2)(A)*** is hereby granted to relieve the developer from the Tree Survey requirement, on condition that wooded areas noted to remain are not disturbed during construction and the landscaping plan as presented is fulfilled.

**SUBMITTED BY:** Zachary W. Moore

**Zachary Moore, AICP**
Planner

**DATE:** July 7, 2021

# APPENDIX A
## RELEVANT ZONING CODE PROVISIONS

Within the Oxford Zoning Code, ***Section 1143.14*** provides the base zoning standards for the LI zoning district and ***Chapter 1145*** governs Planned Development applications.

**1143.14 – LI Light Industrial District.**

(a) Purpose.
This district is intended to provide for those analytical and associated fabrication activities associated with research and development, as well as for office and industrial uses having minimum impact upon the surrounding environment in areas that are suitable for industrial development by reason of location and the availability of adequate utility and transportation systems. Permitted uses are those that can be operated in a clean and quiet manner, subject only to those regulations and performance standards necessary to prohibit congestion and for the protection of adjacent residential and business activities.

(b) Uses.

(1) Permitted uses.

A. Any use whose principal function is basic research, design and/or pilot or experimental product development or technical training.

B. Office buildings of an executive or of an administrative nature or incidental to those uses previously listed.

C. Sales offices related to the principal manufacturer on the same site provided that any retail trade with the general public shall be of a limited nature and that no stock of goods is maintained for sale to the general public.

D. Sales offices related to the principal manufacturer on the same site provided that any retail trade with the general public shall be of a limited nature.

E. Business and industrial service facilities.

F. Laboratories including experimental, film, testing, research, or engineering.

G. Printing, publishing, binding, and typesetting plants.

H. The manufacture, compounding, processing, packaging, or treatment of such products as, but not limited to bakery goods, business machinery, candy, clocks and toys, cosmetics, electrical and electronics products, components and equipment, food products, hardware and cutlery, tools, and pharmaceuticals.

I. The manufacture, compounding, assembling, or treatment of articles or merchandise from previously prepared materials such as, but not limited to, bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stone, sheet metal (excluding large stampings, such as automobile fenders or bodies) shell, textiles, tobacco, wax, wire, wood, (excluding saw and planning mills), and yarns.

J. Medical, dental, optical manufacturing.

K. The manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas.

L. The manufacture and repair of electric and neon signs.

M. Motion picture production.

N. Adult Entertainment Facilities.

O. Accessory buildings and uses incidental to the principal use.

(2) Conditional uses.
The following Conditional Uses are subject to review and regulation in accordance with Chapter 1147.

A. Any permitted use over 100,000 square feet of gross floor area

B. Electroplating
C. Graphic products manufacturer
D. Light sheet metal products, including heating and ventilating equipment, cornices or eaves
E. Cold storage plants
F. Tool and die shops, wrought iron shops, machine shops, excluding drop hammers
G. Banks, including drive-in facilities
H. Restaurants, including fast food and drive-ins
I. Taverns
J. Wholesale facilities
K. Other manufacturing, processing, or storage uses determined by the Planning Commission to be of the same general character as the permitted uses previously listed and found not to be a nuisance or offensive by reason the potential emission or transmission of noise, vibration, smoke, dust, glare, heat, water or air pollution. In this regard, the Planning Commission may seek expert advice on what conditions should be imposed on a particular operation to carry out the purposes of this zone: the cost of such expert assistance shall be borne by the applicant.
L. Mini-Warehouse (Self-Storage Units)
M. Business Incubator

(c) Site Development Regulations.

(1) Lot requirements.

A. Minimum lot frontage and width: 100 feet
B. No minimum lot size is specified, however, the lot size shall be adequate to provide for parking, access drive spacing, yard space and screening requirements.

(2) Yard requirements.

A. Minimum front yard depth: 50 feet
B. Minimum rear yard depth and side yard width
   1. If side or rear yard abuts onto a Residential District, yard shall have a minimum 50 feet for Permitted Use and minimum 100 feet for Conditional Use, and landscaped screening provided.
   2. Each side and rear yard shall be equal to the height of the principal building.
   3. Opaque fence may be substituted for plantings if approved by the Zoning Board of Appeals.

(3) Structural requirements.

| | | |
|---|---|---|
| A. | Maximum height | 45 feet |
| B. | Maximum Lot coverage | 70 percent |

(d) Supplementary Regulations.

(1) Site plan approval required.

A site plan shall be submitted that shows graphically the location and dimensions of vehicular entrances, exits, internal circulation pattern, off-street parking and loading facilities, building location and dimensions, storage facilities, landscaping and screening facilities.

(2) Impact statement.

Prior to being issued a zoning certificate in the Office/Industrial District, the applicant must obtain approval of a descriptive text indicating the nature of the proposed activity, expected levels of noise, odor, dust, smoke, light, water and air pollution, glare and/or vibration from normal operations and a plan for addressing these impacts. The expected number of employees per shift, at the outset and at full expansion, shall be indicated. Other information, as required, shall be submitted either in text or plans.

(3) Storage of material.

Storage of material and equipment shall be within an enclosed building, unless located behind the principal structure and visually screened from the street and adjacent properties by a landscaped screen, fence or wall. Such screening of open storage and trash containers must meet the requirements of Sections 1141.01 and 1141.04.

## 1145.06 Planning Commission and Council review.

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments. Both preliminary and final plan approval require a Planning Commission recommendation and Council approval.

The Planning Commission shall base its review of a proposed planned development upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. Council shall base its decision on the same materials and shall also consider the Planning Commission recommendation.

The general decision standards for approval of a preliminary and final planned development are substantially similar. The final plan requires greater detail and is subject to additional decision standards.

If, at any time, the Planning Commission or Council finds that the information provided is insufficient to make a determination, it may suspend its review until sufficient information has been provided.

(a) Burden of Proof.

Planning Commission has no obligation to recommend approval and City Council has no obligation to approve a planned development. This Zoning Code assumes that a planned development is appropriate only if an applicant proves that the proposed uses and design will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which it is proposed.

Applicants shall prove that potential negative impacts of elements such as location, size and extent of facilities and operations, site design, traffic generation, site access, and potential impact upon public facilities will be adequately mitigated.

(b) General Decision Standards.

All planned developments shall satisfy these general decision standards:

(1) The proposed planned development is in fact permitted in the zoning districts in which it is proposed

(2) If the application is for the same site where a planned development application has been denied within one year, the plan is substantially different from the application so denied.

(3) The uses and site plan will satisfy the general intent of this Zoning Code.

(4) The uses and site plan will be compatible with the general intent of the Comprehensive Plan.

(5) The size and shape of the site are sufficient for the proposed planned development.

(6) The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.

(7) The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.

(8) Accessory uses will be directly related to the operation of the principal uses and will not be operated independent of the principal uses.

(9) The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal, or adequate provisions will be made to provide the same services privately.

(10) Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.

(11) The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall have the appearance of residential buildings permitted in the zoning district.

(12) The site is designed so that on-site traffic and traffic accessing the site will not adversely impact the movement or safety of all modes of traffic on adjacent public streets.

(13) Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

(14) Proposed construction will not result in the complete elimination of existing mature tree canopy. Effort shall be made to direct disturbance and construction around or away from existing mature tree canopy without completely taking away use of the site or connectivity to existing infrastructure.

**1145.07 Action by Planning Commission**

(a) The Planning Commission shall recommend to Council approval, approval with conditions, or denial of an application as presented and shall clearly state the findings upon which its recommendation is based.

(b) The Planning Commission shall base its recommendation and Council its decision upon how well the application satisfies the Decision Standards. Planning Commission, in its recommendation, and Council in its decision may waive or modify dimensional regulations of the Zoning Code, or impose more strict regulations and any additional conditions, guarantees, and safeguards it deems necessary to satisfy the purposes of this Zoning Code. Dwelling unit density cannot be waived.

(c) Council may require the developer to file performance bonds with the City to guarantee completion of any public utilities associated with the planned development and any elements of the plan that are necessary to its success, if abandoned by the developer.

**1145.12 Design.**

(a) Arrangement.
The physical arrangement of a planned development is not subject to the specific dimensional regulations that apply in the underlying zoning district, except as specifically noted in this Chapter. Land uses may be distributed throughout the site and throughout individual buildings in whatever manner is best suited to a particular planned development. Structures, vehicle management areas, open spaces, landscaping, and other elements may be distributed throughout the site in whatever manner is best suited to a particular planned development and the surrounding area.

(b) Land Area.
A planned development shall be a minimum of 1 (one) contiguous acre or more.

(c) Land Use.

(1) The following land uses are permitted in proportion to those portions of a planned development that overlay an existing residential zoning district:

A. Any land use permitted in any residential zoning district in this Code, except Mobile Homes.

B. Institutional, public, and semi-public land uses that serve the planned development or the general public.

C. Commercial land uses, if the total land area of the planned development is greater than 10 acres and if the commercial land use is intended to serve the planned development only. Such commercial land uses shall be limited as follows:

1. No signs that are visible from outside of the development.
2. No direct vehicular access to a public thoroughfare.
3. No less than 95 percent of the total land area shall be devoted to residential land uses.
4. No separate structure intended to be used, in whole or part, for commercial land uses shall be constructed prior to the construction of not less than 50 percent of the dwelling units.

(2) The following land uses are permitted in proportion to those portions of a planned development that overlay an existing commercial zoning district:

A. Any land use permitted in the underlying zoning district.

B. Any land use permitted in any residential zoning district in this Code, except Mobile Homes.

(3) The following land uses are permitted only in the portions of a planned development that overlay an existing industrial zoning district:

A. Any land use permitted in the underlying zoning district.

(4) The land uses permitted in a planned development may be distributed as follows:

A. If a single planned development overlays more than one zoning district, then the land uses permitted according to this Section may be distributed throughout the entire planned development site.

B. If a planned development includes land uses permitted only in an industrial zoning district, then those land uses may only be located in that portion of the planned development that overlays the industrially zoned land.

(d) <u>Residential Density</u>.

Residential density shall not exceed 110 percent of the density permitted in the underlying zoning district. Residential land uses in a planned development that overlays a commercial zoning district shall not exceed the density of the R1B Single-Family Medium-Density Residential Zoning District. Area devoted entirely to non-residential land uses, including buildings, vehicle management areas, and other associated land use elements shall be excluded from the area used to calculate residential density.

(e) <u>Dimensional Regulations</u>.

(1) Building Heights shall be limited as in the underlying zoning district, regardless of land use.

(2) Front setbacks shall be limited as in the underlying zoning district.

(3) All buildings and vehicle management areas shall be setback from the perimeter of a planned development no less than:

A. Residential zoning district - 25 feet.

B. Commercial zoning district - 25 feet.

C. Industrial zoning district - 50 feet.

(f) <u>Open Space</u>.

(1) No planned development shall have less than 20 percent open space, which includes any area not less than 50 by 50 feet, not including the required setbacks, and includes nothing other than natural area.

(2) Lot coverage shall be regulated according to the underlying zoning district, except that lot coverage for the residential portion of any planned development shall not exceed 40 percent.

(g) <u>Sensitive Development Area</u>.

A. A Sensitive Development Area is defined as any land(s) or soil(s) proposed to be developed that, if subjected to improper use or management, is otherwise determined to be incapable or unsuitable of urban use. Sensitive Development Areas can also be considered those lands that pose special hazards to development or the environment, consisting of lands or soils of such sensitive character that they may require special use, design and engineering restrictions.

B. For the Preliminary Planned Development, the applicant must create an inventory of sensitive environmental area identified in subsection (g)D.(1) to (8) from publicly available resources such as Butler County Soil and Conservation District, OKI, OEPA, ODNR, HAPC, FEMA, USFWS, OHPO and other public entities. This information shall be provided with the preliminary application. Design of the site shall be based on site information obtained from those public entities. An existing landscape plan shall be submitted with each application. The landscape plan shall identify existing trees, natural features and other landscaping elements.

C. After the approval of the Preliminary Planned Development, the applicant must develop a detailed site analysis of sensitive environmental areas on the site, conducted by firm(s) specialized in the areas, at a minimum: Ecological Survey, and Environmental Site Assessment. Other documentation may be required based on the site and the discretion of the Planning Commission, including, but not limited to: Stream and Wetland Mitigation, Water Way Permits, Archaeological Inventory, Historic Architecture Inventory. The applicant must also provide reports of the analyses following current professional norms for the discipline. It will be the Planning Commission's role to review information submitted by the applicant on each discipline to make the recommendations to City Council.

D. Design of the proposed Planned Development site shall be based on the site information obtained from those public entities. To the maximum extent practicable, development shall be located to preserve the natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative impacts and alterations of natural features. The following specific areas shall be preserved as undeveloped open space, and in accordance with the U.S. and Ohio Constitutions and state or federal regulations:

   (1) Unique and/or fragile areas, including wetlands, as may be defined in Section 404, Federal Clean Water Act, as amended; and in Ohio Environmental Protection Agency standards.

   (2) Land in the floodway as identified and mapped using the Federal Emergency Management Agency's Flood Hazard Boundary Maps. Federal Emergency Management Agency in scientific and engineering reports entitled 'Flood Insurance Study for Butler County, Ohio and Incorporated Areas' effective 12/17/2010, with accompanying Flood Insurance Rate Maps for Butler County, Ohio and Incorporated Areas effective 12/17/2010 and any revisions thereto are hereby adopted by reference and declared to be part of this chapter.

      a. 100 foot natural buffer shall be maintained adjacent to all permanent and natural surface waters, springs, and wetlands. Development of this area is regulated as follows:

         1. Natural vegetation shall be maintained.

         2. No structures shall be built or improvements made, except as follows:

            (a). Walking paths, bicycling paths, and the like, including infrastructure necessary to facilitate their development are permitted anywhere within the buffer.

            (b). Roads and associated infrastructure are permitted in the buffer to facilitate crossing such water elements.

            (c) Any improvements approved in a final plan.

(d). Any public safety or public utility improvements not associated with the planned development, but deemed necessary by the Service Director, Police Chief or Fire Chief.

(3) Steep slopes fifteen (15%) percent or more, unless appropriate engineering measures concerning slope stability, erosion, and resident safety are taken into account.

(4) Habitats of endangered wildlife, as identified on federal and state lists.

(5) Historically and culturally significant structures and sites, as listed on, but not limited to, the National Register of Historical Places or on the local inventory of historic places maintained by the City of Oxford's Historic Architectural Preservation Commission.

(6) Aquifers and tributary drainage systems.

(7) Tree growth areas or urban forested areas as defined in Chapter 935, of the Codified Ordinances of Oxford.

(8) Any area as identified on Map 3.3 of the Comprehensive Plan.

E. The development shall be laid out to avoid adversely affecting groundwater and aquifer recharge; to reduce excavation and embankment; to avoid unnecessary impervious cover; to prevent flooding; to provide adequate access to lots and sites; and, to mitigate adverse effects of noise, odor, traffic, drainage, and utilities on neighboring properties. The placement of buildings shall take into consideration topography, building height, orientation and drainage. Storm water Best Management Practices in Low Impact Development Designs are desirable and encouraged. City guidelines for these practices and designs can be found in the City of Oxford Storm Water Management Design Manual

F. If the Planning Commission, or its designated representative, may require the applicant to submit a statement in order to demonstrate that satisfactory efforts have been made to mitigate any special hazards posed to the site if these sensitive lands are subjected to improper use or management. The statement, if required, shall be submitted in one or more of the following forms:

(1) The statement shall describe in detail the extent of encroachment on any Sensitive Development Area, the extent and nature of the proposed alteration, the environmental impacts resulting from the proposed alteration, and the proposed methods of mitigation.

(2) A Geotechnical Report and/or a Wetlands Assessment/Delineation, prepared by a professional engineer, licensed in the State of Ohio, or by a specialist in Streams and Wetland. This report can be in lieu of a development narrative.

(h) Landscaping and Screening.

(1) A planned development shall satisfy all landscaping elements required by other sections of this Code.

(2) The required perimeter setback area shall be retained in natural woods or suitably landscaped with grass, ground cover, shrubs, trees, or earthen mound.

(3) A planned development that overlays a commercial or industrial zoning district that is adjacent to a residential zoning district shall be screened from the residential zoning district by a dense evergreen hedge a minimum of 8 feet tall and 10 feet wide at planting and that will maintain at least 90 percent opacity over time.

(i) Access and Mobility.

(1) At residential densities greater than would be permitted in the R-1A District, have direct and principal access from a collector or arterial road.

(2) Bicycle rack spaces shall be provided at all planned developments that overlay a commercial zoning district at a rate of 3 per acre.

(3) Adequate pedestrian connectivity shall be provided to and through a planned development.

(j) Utilities and Infrastructure.

Electric and telephone facilities, street light wiring, and other wiring conduits and similar facilities shall be located underground.

(k) Plan-Specific.

Any other design elements deemed necessary by Planning Commission and Council to ensure that a planned development satisfies the decision criteria of this Chapter.

# APPENDIX B
## COMPLETE STREETS POLICY

Below is an excerpt from the **Policies** section of the Complete Streets Policy, adopted by the Oxford City Council by Resolution 7098 on August 20, 2019. Specific attention should be directed to the exemptions outlined in subsections (a.) thru (f.).

**Policies**

The City of Oxford surface transportation network shall balance the need for all current and future users. Project identification, planning, scoping, and design for new construction, reconstruction, resurfacing, rehabilitation within the public right-of-way shall adhere, where applicable to the following:

1) There is no one design standard that achieves the complete streets outcome. Design of particular projects will be context-sensitive, consideration of adjacent land uses and local needs and incorporating the most up-to-date, widely-accepted design standards for the particular setting, traffic volume and speed, and current and projected demand. Each project must be considered both separately and as a part of a connected network to determine the level and type of treatment necessary for the street to be complete. Additional principles, polices and guidelines may be found under the Best Practice Design.

2) Exemptions to the Resolution may be made under one (1) or more of the following conditions as determined by City Council in consultation with the City Manager, upon recommendation of the Oxford Parking and Transportation Advisory Board.

   a. Where bicyclists and pedestrians are prohibited by law from using the roadway; or
   b. Where the cost of providing such accommodations would be disproportionate given the need or probability of use; or
   c. Where severe topographic or natural resource constraints prohibit such accommodations, or
   d. Where conditions or restrictions outside the purview of the City of Oxford prohibit such actions.
   e. Where the project consists primarily of the installation of traffic control or safety devices.
   f. Where roadway safety standards or bicycle and pedestrian safety standards cannot be met.

3) Where accommodations for all users cannot be made, reasonable efforts shall be made to identify adjacent alternative routes and/or methods of travel to provide a safe, reliable, integrated, and interconnected surface transportation network.

4) Roadways, sidewalks, shared-use paths, street crossings, pedestrian signals, signs, street furniture, transit stops and facilities, and all connecting pathways shall be designed, constructed, operated, and maintained so that all users of the surface transportation network can travel safely, reliably, and independently.

5) The implementation of this policy shall reflect the context and character of the surrounding built and natural environment, and enhance the appearance of such.

6) The design and development of surface transportation infrastructure shall be in accordance with all City of Oxford ordinances, codes, plans, policies, and guidelines where appropriate.

7) A system of performance measurements shall be established to gauge the success of this Policy with regards to the stated Goals above.

**City of Oxford Fire Department**

# Memo

**To:** Zach Moore, Planner

**From:** John Detherage, Fire Chief

**CC:**

**Date:** 7/6/2021

**Re:** 6711 Ringwood Rd.

---

Per our conversation today regarding the proposed development at this locations I offer the following:

- I am agreeable to the loop portion of the road being based in with compacted gravel and maintained in a passable condition for emergency vehicle travel until such time that the proposed buildings on that section are constructed.

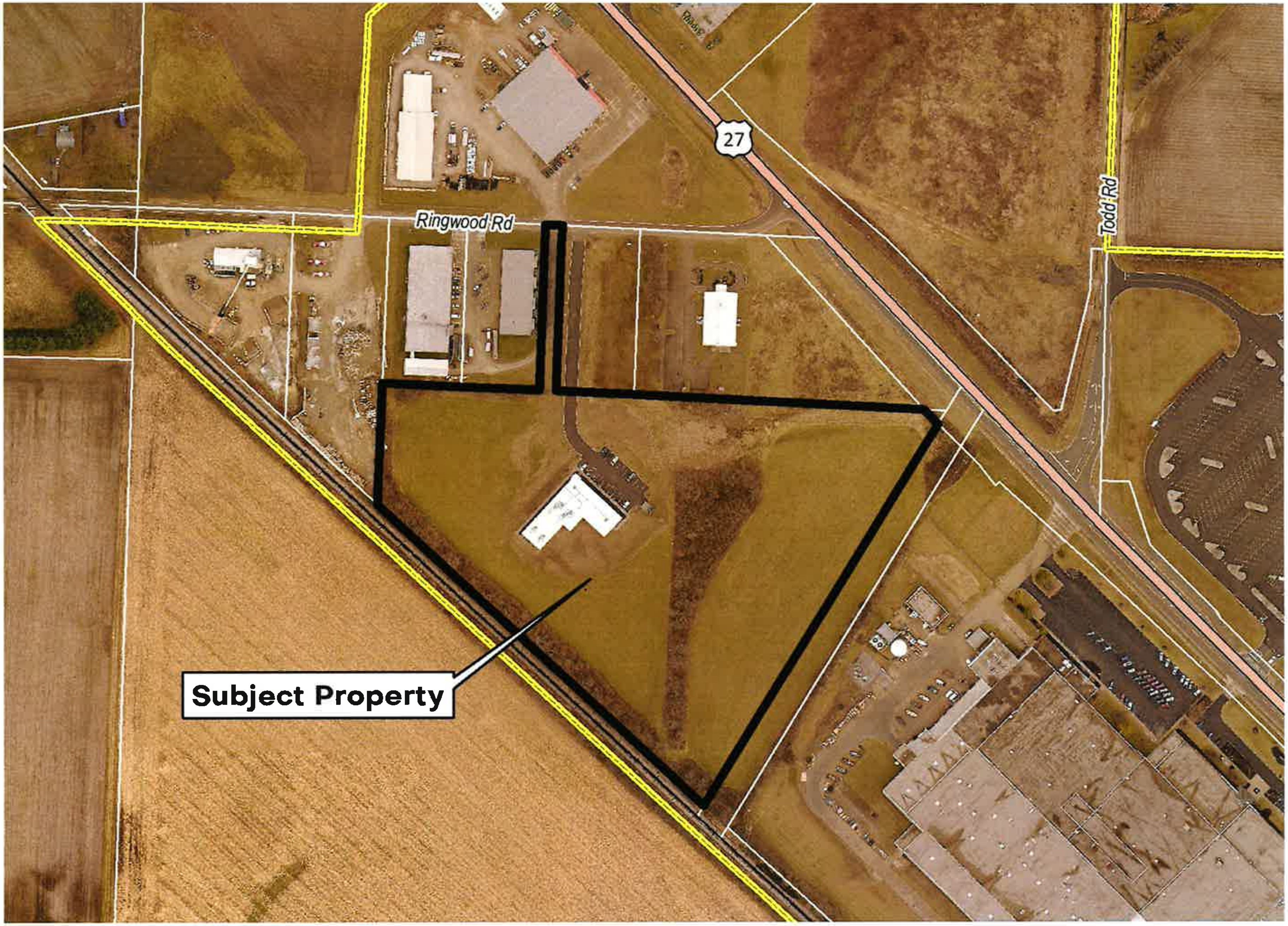
- The turns around the proposed phase 1 buildings will need to be evaluated for emergency vehicle access by the designer.

- A second emergency vehicle ingress will need to be in place when the road for phase 2 is paved.

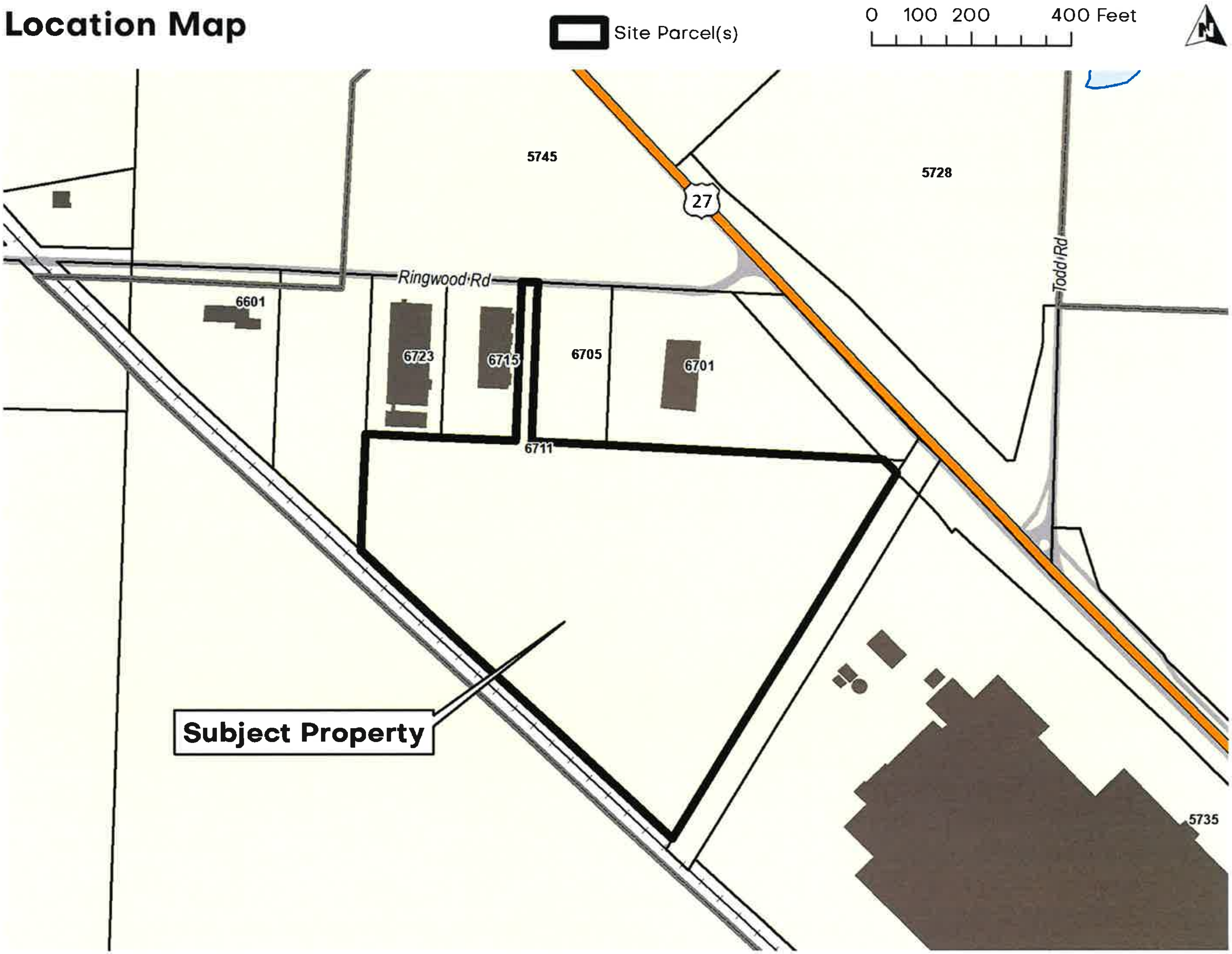
# Location Map

Site Parcel(s)

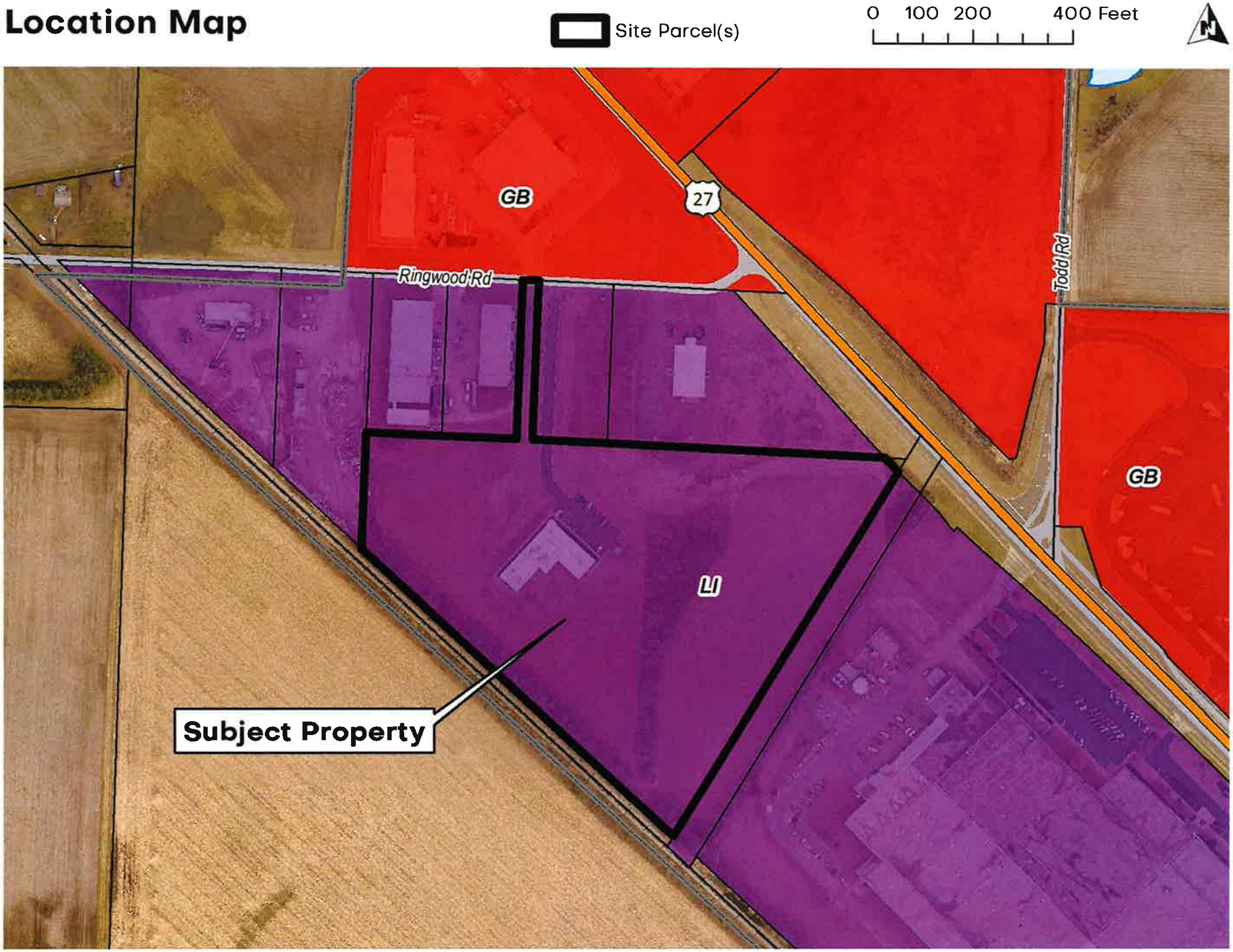
0 100 200 400 Feet



# Location Map



# Location Map



City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

# PC-2021-07

## Surrounding Property Owners Notifications Map

### Legend

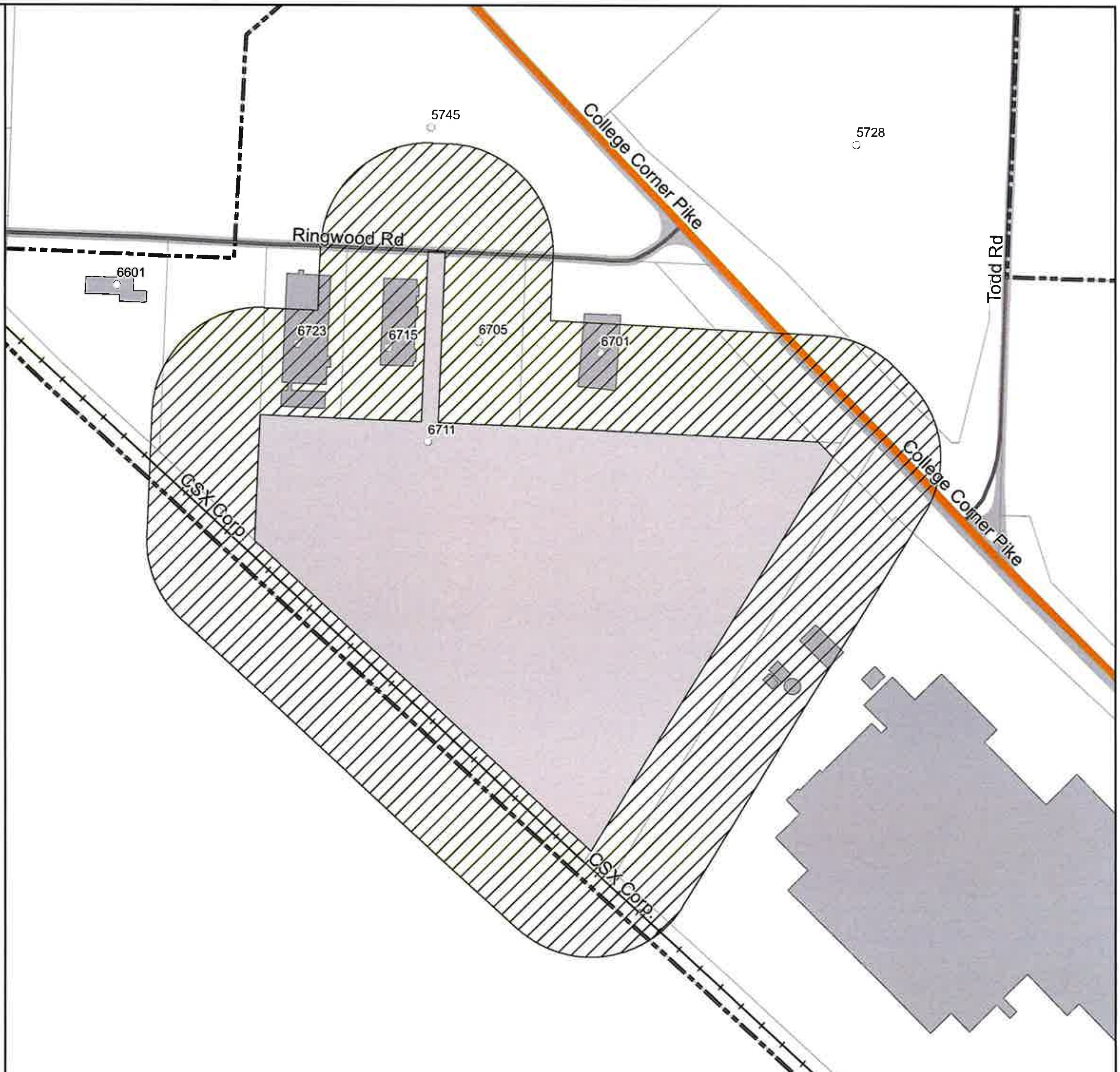
- Subject Area
- 200 Ft. Buffer
- Oxford Corp. Limit
- Address Point
- Parcel
- 16.5' Vacated ROW
- Building Footprint
- Paved Roadway

N

1 inch = 250 feet

Prepared on Tuesday, June 08, 2021

The City of Oxford does not guarantee the dimensional accuracy of this map. Precise dimensional accuracy should be based upon recorded deeds, plats or a professional survey.



City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

**Internal Use Only:**
Case No. PC-2021-07
Date Filed 5-28-2021

# Planned Development Application

## Application Type

*Choose One*

◉ Preliminary ○ Final ○ Preliminary & Final

## Applicant Information

*Attach a Letter of Agency if the Applicant is not the property owner.*

Name * Scott Webb, Architect

Mailing Address * 103 West Walnut Street

City, State & Zip Code * Oxford, Ohio 45056

Telephone Number * 523-3838 Email Address scott@scottwebbarchitect.com

## Owner Information

Name * Mayday Handgun Training LLC

Mailing Address * 6711 Ringwood Road

City, State & Zip Code * Oxford, Ohio 45056

Telephone Number * 200-8121 Email Address maydays44@gmail.com

## Engineer/Surveyor Information

Name * Bayer Becker, Engineers, & Surveyors

Mailing Address * 110 South College Avenue

City, State & Zip Code * Oxford, Ohio 45056

Telephone Number * (859) 415-1602 Email Address markrosenberger@bayerbecker.com

## Location and Lot Information

Name of Subdivision *

Location of Property * 6711 Ringwood Road

Legal Description * Survey Attached

Zoning District * LI Total Area * 11.28 Acres

## Submission Requirements and Documentation

The application requirements (Section 1145.05[1]) for a preliminary and final planned development are different. The final planned development application requires a greater degree of accuracy and completeness than does the preliminary planned development application. This section describes the application content requirements for each step of the process.

**Thirteen (13)** complete sets of all information shall be submitted with each preliminary and final application. If any information is submitted in color or on non-standard paper, more copies may be required. The Zoning Administrator may modify this requirement based upon the type of materials included. **The applicant shall contact the Zoning Administrator prior to submitting an application to discuss the submission requirement.**

(a) Preliminary Plan.

(1) Application fee.

(2) The name, mailing address, and telephone number of the applicant and all property owners.

(3) If the applicant is not the owner, or if there are multiple owners within the proposed area, a statement from all owners that the applicant is entitled to apply on their behalf, and that they agree to be legally bound to any decision reached according to this Chapter.

(4) The name, mailing address, and telephone number of any planner, engineer, surveyor, or other design professional who assisted with preparation of the plans.

(5) Description of use and site. A written, detailed description shall include the following information. A separate response is required for each subsection.

A. A legal description of the site, including all separate lots.

B. A description of the existing uses of the site.

C. The zoning districts in which the site is located.

D. A description of the proposed planned development.

1. The number of housing units by size and type proposed within each phase.
2. A description of any nonresidential operations, including type of goods sold, services performed, and expected number of customer, clientele, delivery, and service vehicles.
3. The hours of operation of any nonresidential use.
4. A phased development schedule, if applicable, that indicates the location and timing of phases and demonstrates that each completed phase would form a reasonably independent unit if succeeding phases were abandoned.

E. A narrative statement that evaluates the compatibility of the proposed planned development with the general vicinity and adjacent properties.

1. How the proposed uses are similar to or different from existing area uses and if there will be any interaction between the proposed site and adjacent sites.
2. How any existing structures, proposed structures, and the site design relate to adjacent structures and sites.
3. If the proposed uses will involve any operations that create potential nuisances such as excessive noise, lighting, odor, fumes, vibration, or emissions.
4. How any potential negative effects on adjacent land will be mitigated.

F. A statement about why the location proposed is appropriate for the planned development.

G. A statement of the necessity or desirability of the proposed planned development to the neighborhood or community.

H. How the proposed mix of dwelling types and/or commercial uses advances community goals of diversity, affordability and market changes (e.g. adaptability of flats versus townhomes)

I. Proposals for the provision of public utilities and services, if insufficient or not available for the planned development, or for the provision of suitable private utilities and services.

J. A general analysis of expected traffic impact, including vehicular and pedestrian safety, resulting from the proposed development.

K. The substance of proposed covenants, easements, and other restrictions on the land and structures.

L. A list of the names and mailing addresses of all landowners within 200 feet of the site.

M. Such other information regarding the proposed uses, site design, or surrounding area as may be pertinent to the application or required by Planning Commission or Council.

(6) Site plan. A scaled site plan shall include the following information in detail. The required information may be submitted on multiple site plans if inclusion of all information on a single plan makes it illegible or difficult to understand.

A. North arrow.

B. Scale.

C. Vicinity map.

D. All existing and proposed lot lines within the site.

E. Dimensions of all lots and of the entire site and any adjacent rights-of-way.

F. The location and intended purpose of all open spaces

G. Approximate location, height, dimensions, and use of all proposed and existing structures.

H. Approximate location and number of different uses (i.e. dwelling types and/or commercial uses).

I. Approximate location and design of all proposed vehicle and pedestrian routes and nonresidential vehicle management areas.

J. Approximate location and size of all existing and proposed utilities that will serve the planned development.

K. Approximate location, size, and type of all proposed signs.

L. Approximate location, height, and type of all proposed screening and landscaping.

M. Distances to residential zoning districts if within 1,000 feet.
N. The use of land and location of structures on adjacent property and across adjacent rights-of-way.
O. The location of any nearby schools and commercial facilities.
P. Other information as required by the Planning Commission or Council.

(7) Landscape plan.
A. The plan shall demonstrate compliance with the requirements of Chapter 1148.

(8) Elevations. Elevations of proposed structures or typical elevations if structures are not yet designed.

(9) Other. Photographs of the existing site and its surroundings.

(10) Digital Submittal. Adobe PDF version of all information submitted to also be submitted on a current digital format.

(b) Final Plan.

(1) The same items and information as required for the preliminary plan, except that the approximations shall be refined to specific locations, dimensions, and descriptions.

(2) A detailed traffic impact analysis, including all modes of transportation, prepared by a qualified professional engineer

(3) Any additional description or information requested by the Planning Commission or Council during the preliminary plan approval process.

(4) Detailed agreements, contracts, deed restrictions, and sureties that will be used to guarantee performance of the development during and after construction.

## Surrounding Property Owners

On a separate sheet, provide the parcel numbers, names, and mailing addresses of all property owners within 200 feet of all boundaries of the property in question. The Butler County Auditor Real Estate Search[2] is helpful when searching for the mailing address of adjoining property owners. It allows you to search by owner, address, or parcel number.

## Decision Process

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments. Both preliminary and final plan approval require a Planning Commission recommendation and Council approval. The review is based on the General Decision Standards found in Section 1145.06[1].

## Fees & Receipt

The fees for a Preliminary, Final, or combined Preliminary and Final Planned Development application are $570.00 plus $100.00 per acre, plus $10.00 postage charge.

## Sign and Date

Applicant Signature *

Date * 05/28/2021

## Submit Application, Submission Requirements and Documentation, and Fees

***We will not accept incomplete applications and/or plans and documentation.***

Send or drop off this application with required plans containing all required information as attachments and a check for fees and postage charge made payable to **City of Oxford**, to Community Development Director, 15 South College Avenue, Oxford, OH 45056.

Direct questions to the Community Development Dept. at 513-524-5204. The application will be placed on the next possible agenda.

Note: You must adhere to notification and publication requirements. Submit materials 45 days prior to the proposed Planning Commission meeting on which the action is requested. City Staff will place a public hearing sign on the subject property. **The Applicant is responsible for removing the signage at the completion of the hearing(s)**.

---

[1] See City of Oxford Codified Ordinances: https://www.cityofoxford.org/fees-ordinances-and-charter

[2] Butler County Auditor Real Estate Search: https://www.butlercountyauditor.org/

# LETTER OF AGENCY

To Whom It May Concern:

Please be advised that Scott Webb, Architect has permission to represent our interest with the City of Oxford's Planning Commission & City Council regarding a new Planned Development incorporating the Mayday Gun Range

Thank you,

Signed: ______________________
Jeff day, MayDay Handgun Training LLC

6-15-21
Date:

SCOTT
WEBB
ARCHITECT
103 West Walnut Street
Oxford, Ohio 45056
(513) 523-3838
www.scottwebbarchitect.com

Sam Perry
Community Development director
City of Oxford
Municipal Building
15 South College Avenue
Oxford, Ohio 45056

Re: Preliminary Industrial Planned Development
Incorporating the MayDay Gun Range
6711 Ringwood Road & College Corner Pike (US 27)

May 27, 2021

Sam,

Please accept this letter as a formal request for a Preliminary Planned Development review by the City of Oxford Planning Commission for a new Commercial Planned Development incorporating the MayDay Gun Range on Ringwood Road.

At our original concept review with Planning Commission the Commissioners and the Fire Chief expressed concern about a single point of entry to the development. Suggestions were made regarding purchase of additional property or providing an access point where the existing property connects with the right-of-way along College Corner Pike (US 27). Further discussion at the meeting and with Staff resulted in a preliminary opinion that if access were provided onto US 27, it would be limited to Right-In/Right-Out only. The proposed Site Plan was revised accordingly and submitted in March.

A second round of Staff reviews and meetings lead to a return to the internal loop originally presented but modified to provide the potential for emergency access through the adjacent Church parking lot to the North.

Additionally, it was brought to our attention that Oxford's Thoroughfare Plan anticipated a "Major Collector", connecting US 27 with Contreras Road in this general vicinity and that the 100' Right-of-Way it requires should be addressed in the planning of this development.

There is currently a privately owned, 60' access parcel along the southeast of the property at hand, between US27 and the railroad easement to the southwest. The proposed development plan sets aside a parallel 40' area to potentially be combined with the 60' access parcel to create the 100' Right-of-Way required for the future Major Collector Road

The attached proposal has been prepared for and with the help of the following:

Property Owners:
MayDay Handgun Training LLC
6711 Ringwood Road
Oxford, Ohio 45056

Real Estate & Marketing:
Coe Potter, ReMax/Alpha Real Estate
5959 Fairfield Road
Oxford, Ohio 45056

Architect:
Scott Webb, Architect
103 West Walnut Street
Oxford, Ohio 45056

Surveyor:
Bayer Becker Inc.
318 South College Avenue
Oxford, Ohio 45056

The following is the written, detailed description of the proposal as required on the Planning Application:

(5) Description of Use and Site 1145.05 (7)

A. Legal Description/Survey of the Property is included with this Preliminary Planned Development Application.

B. The 11.28 acre Site currently contains the MayDay Gun Range, previously approved as a Conditional Use.

C. The property is currently zoned LI.

D. Description of the Proposed Planned Development.

1. No housing units are proposed

2. The proposed Planned Development is intended to allow further development of this 11.28 acre site for various LI & Commercial Uses including self-storage, and a business incubator space in the first phase with additional future LI development areas.

3. The expectation is that these uses would operate as a typical LI uses, maintaining typical business hours.

4. The overall site infrastructure (utilities, etc.) would be completed in the first phase as shown on the development drawings. The proposed loop road would be completed in Phase 2 as the development sites are purchased or leased.

E. Narrative statement evaluating the compatibility of the proposed Planned Development with the general vicinity and adjacent properties.

1. The proposed use(s) are similar to the existing land uses in the area. (Schneider Electric, IMI Concrete, Capital Varsity, Gillman's, etc.)

2. The proposal contained herein is intended to incorporate the MayDay Gun Range into a larger development similar to the adjacent properties and uses.

3. The proposed and anticipated uses do not involve any operations that create potential nuisances such as excessive noise, lighting, odor, fumes, vibration, or emissions.

4. Negative effects on adjacent land are not expected.

F. The Planned Development in this location serves the goals of the planned development purpose statement, as it intends to permit and encourage creative and flexible land development not permitted by right.

G. The Planned Development is necessary and desirable in this location as this represents one of the few undeveloped LI parcels in the City. The Planned Development process allows for the further development of this lot using the existing entrance as a shared drive.

H. All public utilities are available for the proposed development. Their extension through the development is shown on the drawings.

I. The expected traffic impact would be typical for LI development with minor potential peaks at the beginning and the end of a typical workday. The Self-Storage use provided in Phase 1 generates very little traffic.

J. Easements, covenants and restrictions on the land and future structures will be incorporated into the final development plan as required for shared access, storm water, open space, parking, etc.

K. Mailing addresses of adjacent property owners will follow with the Preliminary Planned Development Application.

L. Other pertinent information:

The existing parcel is a "panhandle" lot with a single point of access to Ringwood Road. To allow further development of the property without a Planned Development would result in additional landlocked lots, accessed through shared access easements. The Planned Development approach allows common/shared roads, parking & open space.

The location allows further development of a large parcel of land in a manner consistent with the goals of the Zoning district.

The Comprehensive Plan is also encouraging, representing over 11 of the 15 acres the Land Use Chapter identifies as "developable land" in the "light Industrial District". A Planned development would allow more than a single use on these 11.28 acres.

Further, the Comprehensive Plan recognizes that "Office and industrial areas are the highest revenue generators for the City", while currently identifying this as a "Weak Place".

The proposed design meets Objective 6, regarding the redevelopment of the US 27 North Corridor in a planned and coordinated manner. The project is conceived as a node for commercial activity, visually separated from the US 27 Corridor, internally focused, and surrounded by similar uses.

Thank you for your consideration of this proposal. If you have any questions or need any additional information, please let us know.

Respectfully,

Scott Webb, Architect

# Day Planned Development

Existing Total Land Area: 491,357 s.f.
11.28 Acres

| Lot Coverage | Development Area | Building Area | Private Street Street Parking | Off-Street Parking | Sidewalks | Service Loading Area | Totals |
|---|---|---|---|---|---|---|---|
| **Existing Gun Range** | **#2** | 11,547 s.f. | 19,974 s.f. | | 3,237 s.f. | | 34,758 s.f. |
| 1/2 Shared Parking & Sidewalks | | | | 5,333 s.f. | 1,073 s.f. | | 6,406 s.f. |
| **Proposed Business Incubator** | **#3** | 8,400 s.f. | | | 1,663 s.f. | | 10,063 s.f. |
| 1/2 Shared Parking Area | | | | 5,333 s.f. | 1,109 s.f. | | 6,442 s.f. |
| **Proposed Self Storage** | **#4** | | 13,048 s.f. | | | | 13,048 s.f. |
| Main Building | | 15,400 s.f. | | | 846 s.f. | 26,594 s.f. | 42,840 s.f. |
| Unconditioned perimeter -SW | | 2,544 s.f. | | | | | 2,544 s.f. |
| Unconditioned perimeter -SE | | 3,191 s.f. | | | | | 3,191 s.f. |
| **Phase 2 Loop Road** | | | 13,379 s.f. | | | | 13,379 s.f. |
| **Future Development Site** | **#1** | 14,000 s.f. | | 11,739 s.f. | 4,312 s.f. | 3,613 s.f. | 33,664 s.f. |
| **Future Development Site** | **#5** | 5000 s.f. | 1,183 s.f. | | 1,309 s.f. | 3,028 s.f. | 10,520 s.f. |
| **Future Development Site** | **#6** | 8,000 s.f. | 848 s.f. | | 512 s.f. | | 9,360 s.f. |
| | | | | | | 5,831 s.f. | 5,831 s.f. |
| **Future Development Site** | **#7** | 7,000 s.f. | 1,067 s.f. | | 419 s.f. | | 8,486 s.f. |
| **Future Development Site** | **#8** | 5,000 s.f. | (SW) 1,792 s.f. | | 1,170 s.f. | 1,975 s.f. | 9,937 s.f. |
| | | | (SE) 854 s.f. | | | | 854 s.f. |
| **Planned Development Totals** | | **80,082 s.f.** | **52,145 s.f.** | **22,405 s.f.** | **15,650 s.f.** | **41,041 s.f.** | **211,323 s.f.** **43.01%** |

## Open Space

| | |
|---|---|
| Area #1 | 33,176 s.f. |
| Area #2 -Retention-1 | 17,849 s.f. |
| Area #3 - Retention-2 | 13,131 s.f. |
| Area #4 - South Corner | 6,537 |
| | 70,693 s.f. |
| | **14.39%** |

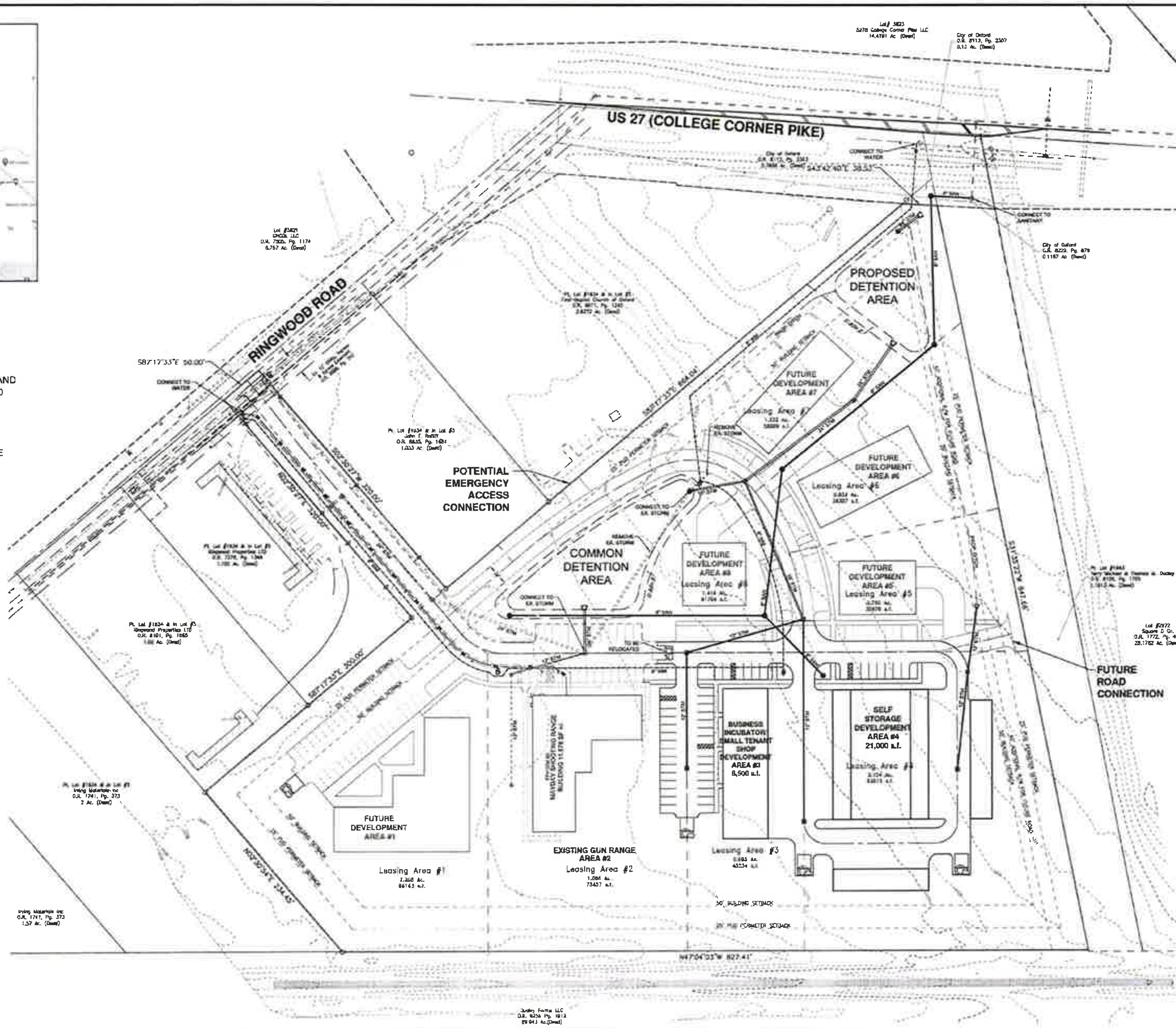

**VICINITY MAP**
NO SCALE

## GENERAL NOTES

1. SANITARY SEWER, STORM SEWER AND WATER MAIN SHALL BE CONNECTED TO EXISTING CITY OF OXFORD SYSTEMS AND CONSTRUCTED PER CITY OF OXFORD STANDARDS AND SPECIFICATIONS.
2. ELECTRIC TO BE SUPPLIED BY DUKE ENERGY.

## OWNER

MAY DAY HANDGUN TRAINING LLC
5145 COLLEGE CORNER PIKE
OXFORD, OH 45056 1103




PRELIMINARY

**MAY DAY SHOOTING RANGE**
**PLANNED UNIT DEVELOPMENT**
SECTION 16, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

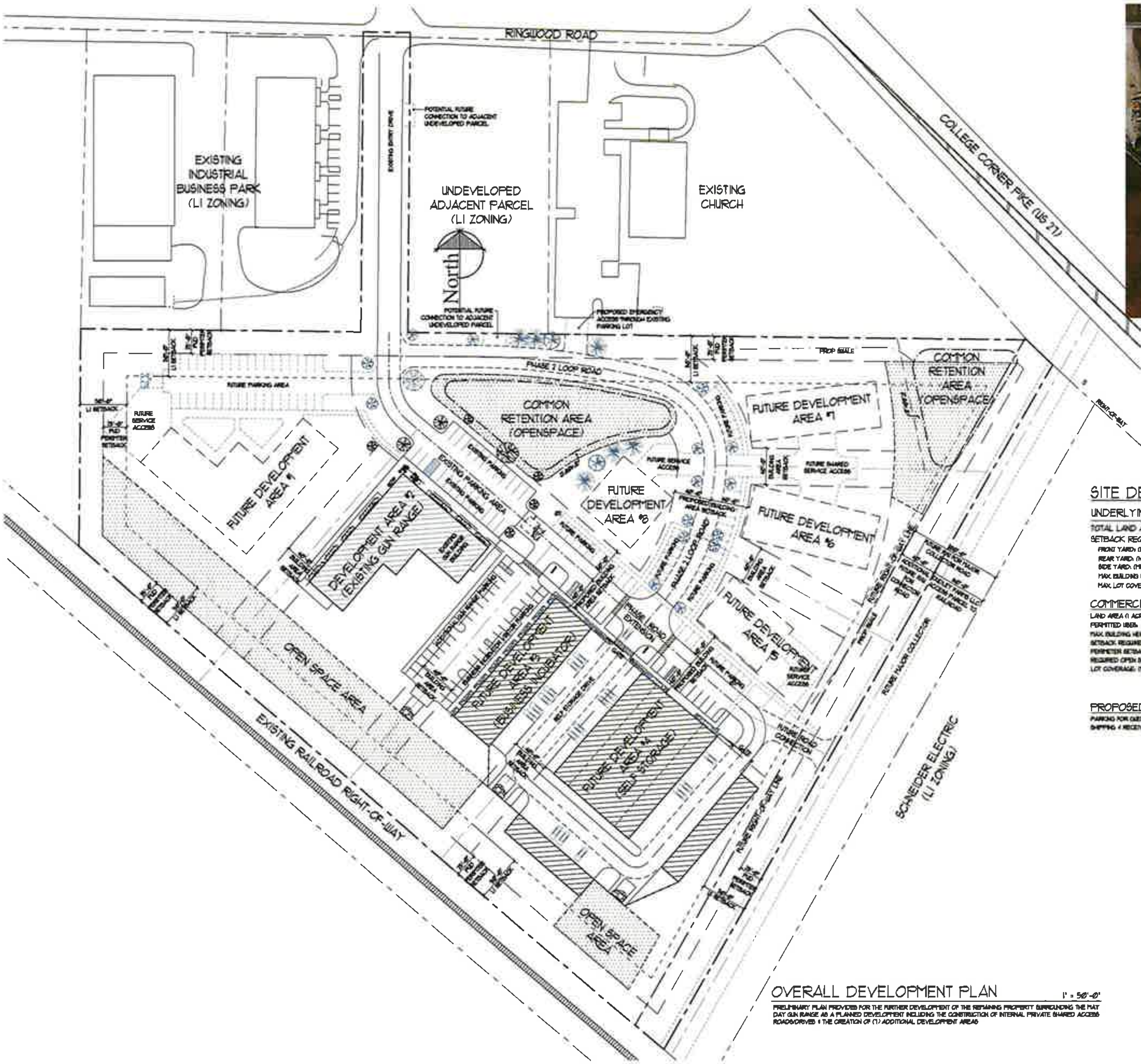
PRELIMINARY DEVELOPMENT PLAN

bayer becker
www.bayerbecker.com
110 South College Ave, Suite 101
Oxford OH 45056 • 513 523 4270

Drawing: 16-0100 PL 210511
Drawn by: MGS
Checked by: CMR
Issue Date: 02-25-21

**PRE**

Plot time: May 24, 2021 - 11:40am




## FUTURE RIGHT-OF-WAY PLAN

1" = 200'-0"

SHOWING FUTURE MAJOR COLLECTOR

PROPOSED PLANNED DEVELOPMENT INCLUDES A 40'-0" OPEN SPACE ALONG THE SOUTHWEST SIDE FOR THE POSSIBILITY OF A FUTURE 'MAJOR COLLECTOR' ROAD PROJECTED IN THIS LOCATION BY THE TRANSPORTATION PLANNING MAP. SETTING ASIDE THIS 40'-0" AREA ADJACENT TO AN EXISTING 60' ACCESS PARCEL MAY PROVIDE HE CITY OF OXFORD WITH THE 100'-0" RIGHT-OF-WAY REQUIRED FOR A FUTURE 'MAJOR COLLECTOR' ROAD

## SITE DEVELOPMENT REGULATIONS

### UNDERLYING LI ZONING DISTRICT

| | |
|---|---|
| TOTAL LAND AREA (NO MIN. LOT SIZE) | 451,356.8 s.f. - 10.36 Acres |
| SETBACK REQUIREMENTS: | |
| FRONT YARD: (MIN. 50'-0") | ALTERNATE SETBACKS PROVIDED ON PRIVATE STREETS |
| REAR YARD: (NONE SPECIFIED UNLESS ABUTTING RESIDENTIAL) | NOT APPLICABLE |
| SIDE YARD: (MIN. EQUALS HEIGHT OF PROPOSED BUILDING) | 20'-0" SHOWN |
| MAX. BUILDING HEIGHT: (MAX. 45'-0") | 20'-0" SHOWN |
| MAX. LOT COVERAGE: (70%) | 20'-0" SHOWN |

### COMMERCIAL PLANNED DEVELOPMENT REGULATIONS

| | |
|---|---|
| LAND AREA (1 ACRE MINIMUM) | 10.36 ACRES |
| PERMITTED USES: | ANY LAND USE PERMITTED IN UNDERLYING ZONING DISTRICT |
| MAX. BUILDING HEIGHT: (45'-0" MAX - UNDERLYING ZONING DISTRICT) | 45'-0" SHOWN |
| SETBACK REQUIREMENTS: (UNDERLYING ZONING DISTRICT) | ALTERNATE SETBACKS PROVIDED ON PRIVATE STREETS |
| PERIMETER SETBACK REQUIREMENTS: (MIN. 50') | 25'-0" PERIMETER PROVIDED |
| REQUIRED OPEN SPACE: (MIN. 20%) | 14.75% SHOWN |
| LOT COVERAGE: (MAX 70% - UNDERLYING ZONING DISTRICT) | ± 43.0% SHOWN |

### PROPOSED PARKING

PARKING FOR GUEST & EMPLOYEES PROVIDED ALONG PRIVATE STREETS
SHIPPING & RECEIVING, LOADING SPACES, ETC. PROPOSED IN REAR OF EACH DEVELOPMENT AREA

## OVERALL DEVELOPMENT PLAN

1" = 50'-0"

PRELIMINARY PLAN PROVIDES FOR THE FURTHER DEVELOPMENT OF THE REMAINING PROPERTY SURROUNDING THE MAY DAY GUN RANGE AS A PLANNED DEVELOPMENT INCLUDING THE CONSTRUCTION OF INTERNAL PRIVATE SHARED ACCESS ROADS/DRIVES & THE CREATION OF (7) ADDITIONAL DEVELOPMENT AREAS

STATE OF OHIO
L. SCOTT WEBB
11193
REGISTERED ARCHITECT

SCOTT WEBB ARCHITECT
103 West Walnut Street
Oxford, Ohio 45056
(513) 523 3838
www.scottwebbarchitect.com

REVISIONS

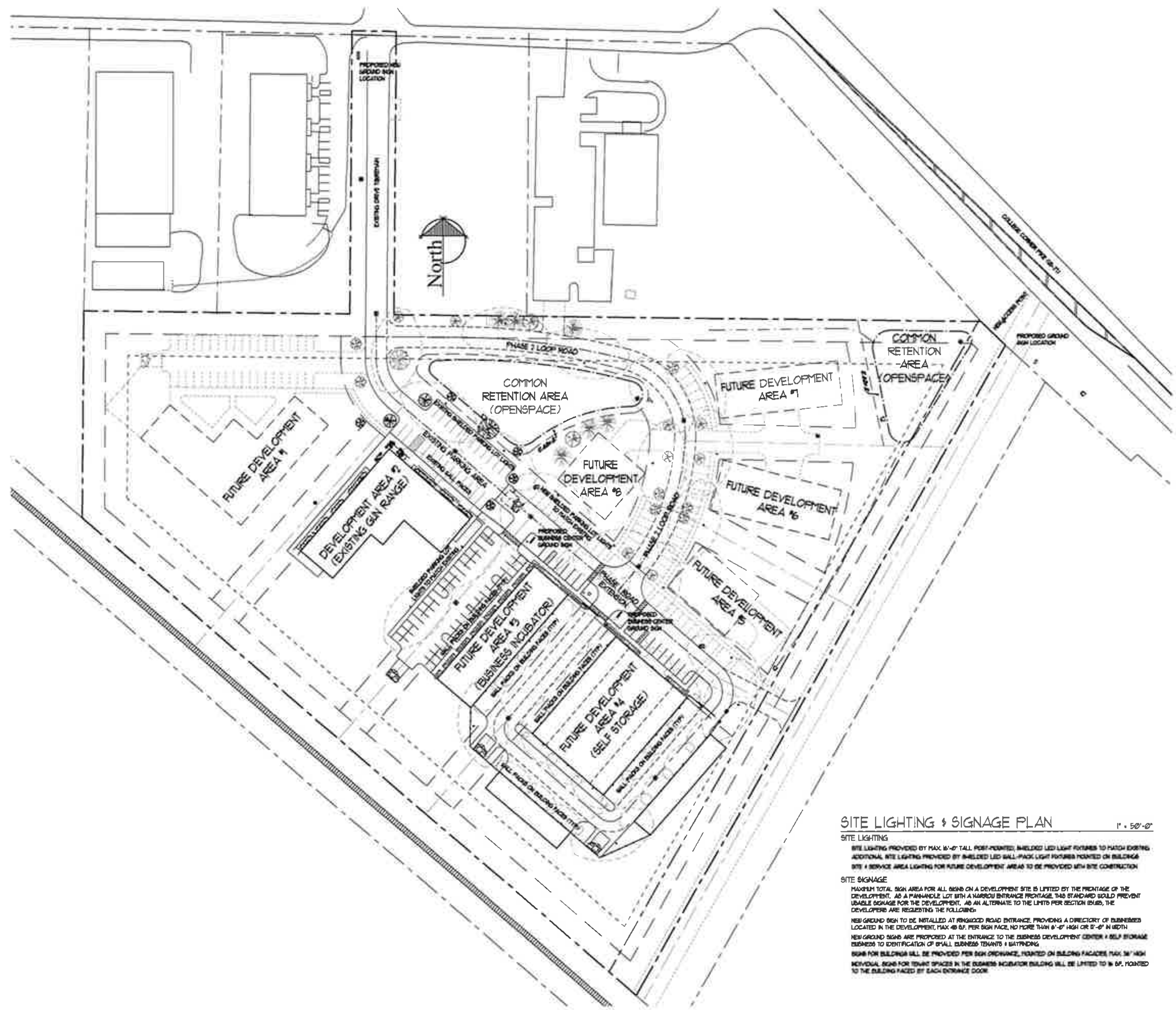
PROPOSED BUSINESS PLANNED DEVELOPMENT

# MayDay Business Park

RINGWOOD ROAD
OXFORD, OHIO 45056

May 27, 2021

A-1




## SITE LIGHTING & SIGNAGE PLAN

1" = 50'-0"

### SITE LIGHTING

SITE LIGHTING PROVIDED BY MAX. 16'-0" TALL POST-MOUNTED, SHIELDED LED LIGHT FIXTURES TO MATCH EXISTING

ADDITIONAL SITE LIGHTING PROVIDED BY SHIELDED LED WALL-PACK LIGHT FIXTURES MOUNTED ON BUILDINGS

SITE & SERVICE AREA LIGHTING FOR FUTURE DEVELOPMENT AREAS TO BE PROVIDED WITH SITE CONSTRUCTION

### SITE SIGNAGE

MAXIMUM TOTAL SIGN AREA FOR ALL SIGNS ON A DEVELOPMENT SITE IS LIMITED BY THE FRONTAGE OF THE DEVELOPMENT. AS A PANHANDLE LOT WITH A NARROW ENTRANCE FRONTAGE, THIS STANDARD WOULD PREVENT USABLE SIGNAGE FOR THE DEVELOPMENT. AS AN ALTERNATE TO THE LIMITS PER SECTION 515.2(B), THE DEVELOPERS ARE REQUESTING THE FOLLOWING:

NEW GROUND SIGN TO BE INSTALLED AT RINGWOOD ROAD ENTRANCE, PROVIDING A DIRECTORY OF BUSINESSES LOCATED IN THE DEVELOPMENT, MAX 48 S.F. PER SIGN FACE, NO MORE THAN 6'-0" HIGH OR 12'-0" IN WIDTH

NEW GROUND SIGNS ARE PROPOSED AT THE ENTRANCE TO THE BUSINESS DEVELOPMENT CENTER & SELF STORAGE BUSINESS TO IDENTIFICATION OF SMALL BUSINESS TENANTS & WAYFINDING

SIGNS FOR BUILDINGS WILL BE PROVIDED PER SIGN ORDINANCE, MOUNTED ON BUILDING FACADES, MAX. 36" HIGH

INDIVIDUAL SIGNS FOR TENANT SPACES IN THE BUSINESS INCUBATOR BUILDING WILL BE LIMITED TO 16 S.F., MOUNTED TO THE BUILDING FACES BY EACH ENTRANCE DOOR

STATE OF OHIO
L. SCOTT WEBB
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REGISTERED ARCHITECT

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103 West Walnut Street
Oxford, Ohio 45056
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REVISIONS

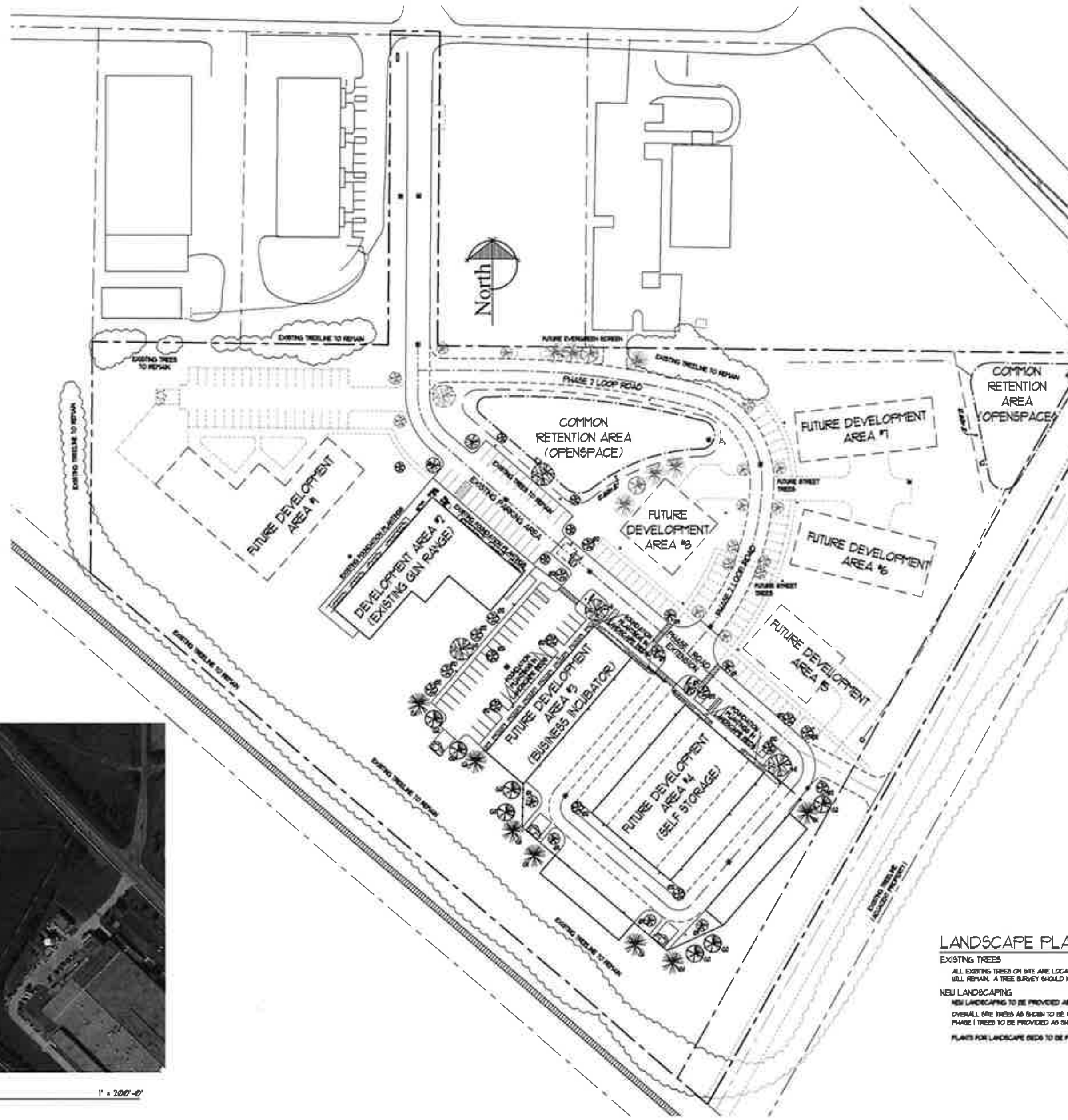
PROPOSED BUSINESS PLANNED DEVELOPMENT

# MayDay Business Park

RINGWOOD ROAD
OXFORD, OHIO 45056

May 27, 2021

A-2




## LANDSCAPE KEY

| SYMBOL | QTY | NAMES / PLANTING & MATURE SIZES | |
|---|---|---|---|
| | 3 | SILVER LINDEN<br>TILIA TOMENTOSA<br>2" CALIPER | HARDWOOD |
| | 8 | CLEVELAND PEAR<br>carpinus caroliniana<br>2" CALIPER<br>15'-20' SPREAD; 20'-30' HEIGHT | ORNAMENTAL TREES |
| O2 | 14 | AMERICAN SMOKE TREE<br>cotinus obovatus<br>2" CALIPER<br>20'-25' SPREAD; 20'-30' HEIGHT | ORNAMENTAL TREES |
| G1 | 7 | FRASER FIR<br>abies fraseri<br>6 FEET IN HEIGHT<br>20'-25' SPREAD; 40'-60' HEIGHT | EVERGREEN TREES |
| G2 | 9 | COLORADO BLUE SPRUCE<br>picea pungens<br>6 FEET IN HEIGHT<br>10'-20' SPREAD; 30'-60' HEIGHT | EVERGREEN TREES |

## LANDSCAPE PLAN

1" = 50'-0"

EXISTING TREES

ALL EXISTING TREES ON SITE ARE LOCATED ALONG PROPERTY LINES AND IN THE REQUIRED OPEN PERIMETER AND WILL REMAIN. A TREE SURVEY SHOULD NOT BE NECESSARY WHEN ALL EXISTING TREES REMAIN.

NEW LANDSCAPING

NEW LANDSCAPING TO BE PROVIDED AS FOLLOWS:

OVERALL SITE TREES AS SHOWN TO BE INSTALLED WITH EACH PHASE OF THE ROAD CONSTRUCTION
PHASE 1 TREES TO BE PROVIDED AS SHOWN ON THE DRAWING AND SCHEDULE

PLANTS FOR LANDSCAPE BEDS TO BE PROVIDED WITH FINAL BUILDING DRAWINGS

## AERIAL VIEW

1" = 200'-0"

SHOWING EXISTING PERIMETER TREES TO REMAIN

STATE OF OHIO
L. SCOTT WEBB
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REGISTERED ARCHITECT


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ARCHITECT
332 West Walnut Street
Oxford, Ohio 45056
(513) 573 3838
www.scottwebbarchitect.com


REVISIONS

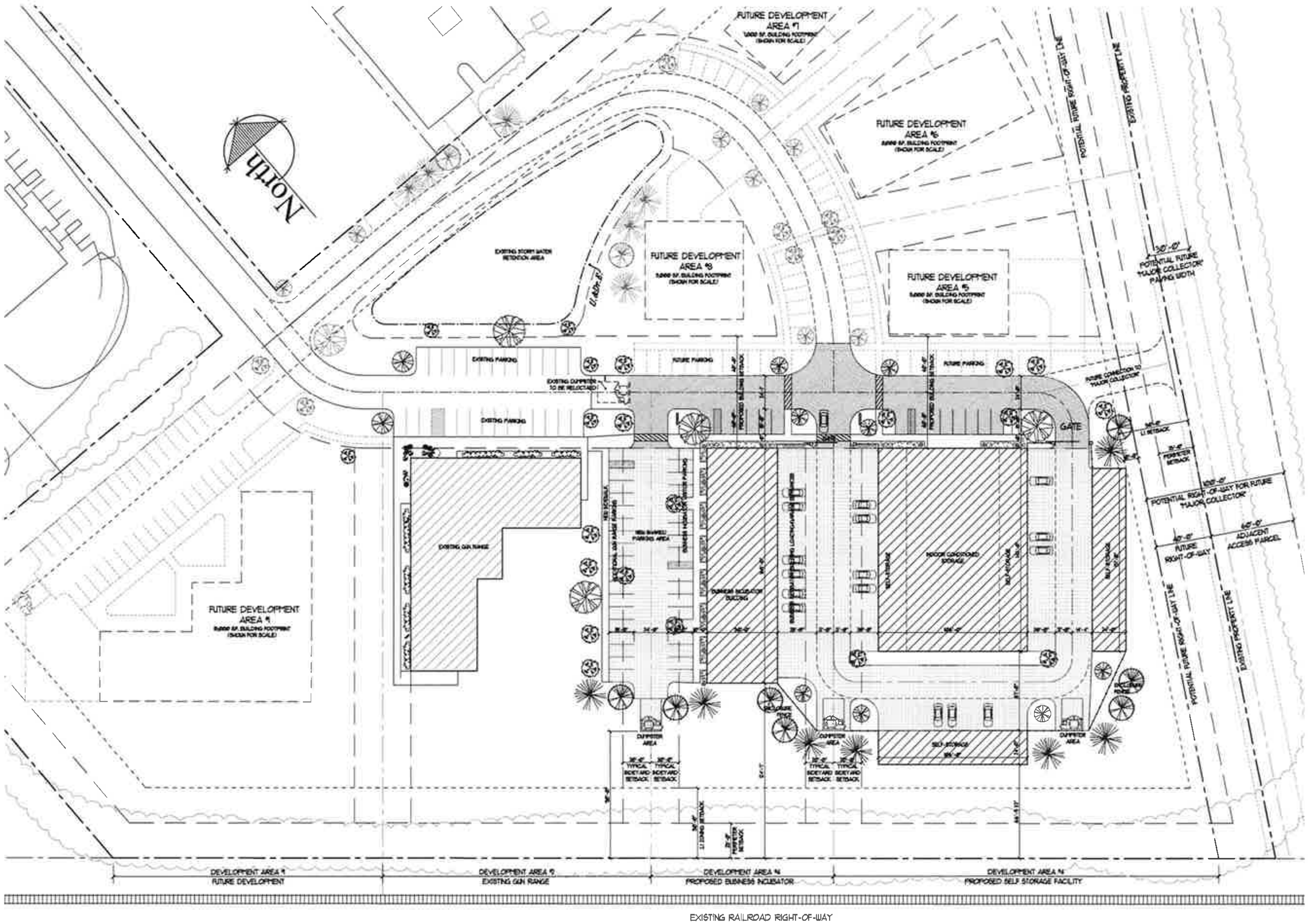
PROPOSED BUSINESS PLANNED DEVELOPMENT

# MayDay Business Park

RINGWOOD ROAD
OXFORD, OHIO 45056

May 21, 2021

A-3




PHASE I SITE PLAN 1" = 30'-0"

ENLARGED PARTIAL PLAN SHOWING PROPOSED SETBACK & PARKING DETAILS

SCOTT WEBB ARCHITECT
103 West Walnut Street
Oxford, Ohio 45056
(513) 523-3838
www.scottwebbarchitect.com

REVISIONS

PROPOSED BUSINESS PLANNED DEVELOPMENT

# MayDay Business Park

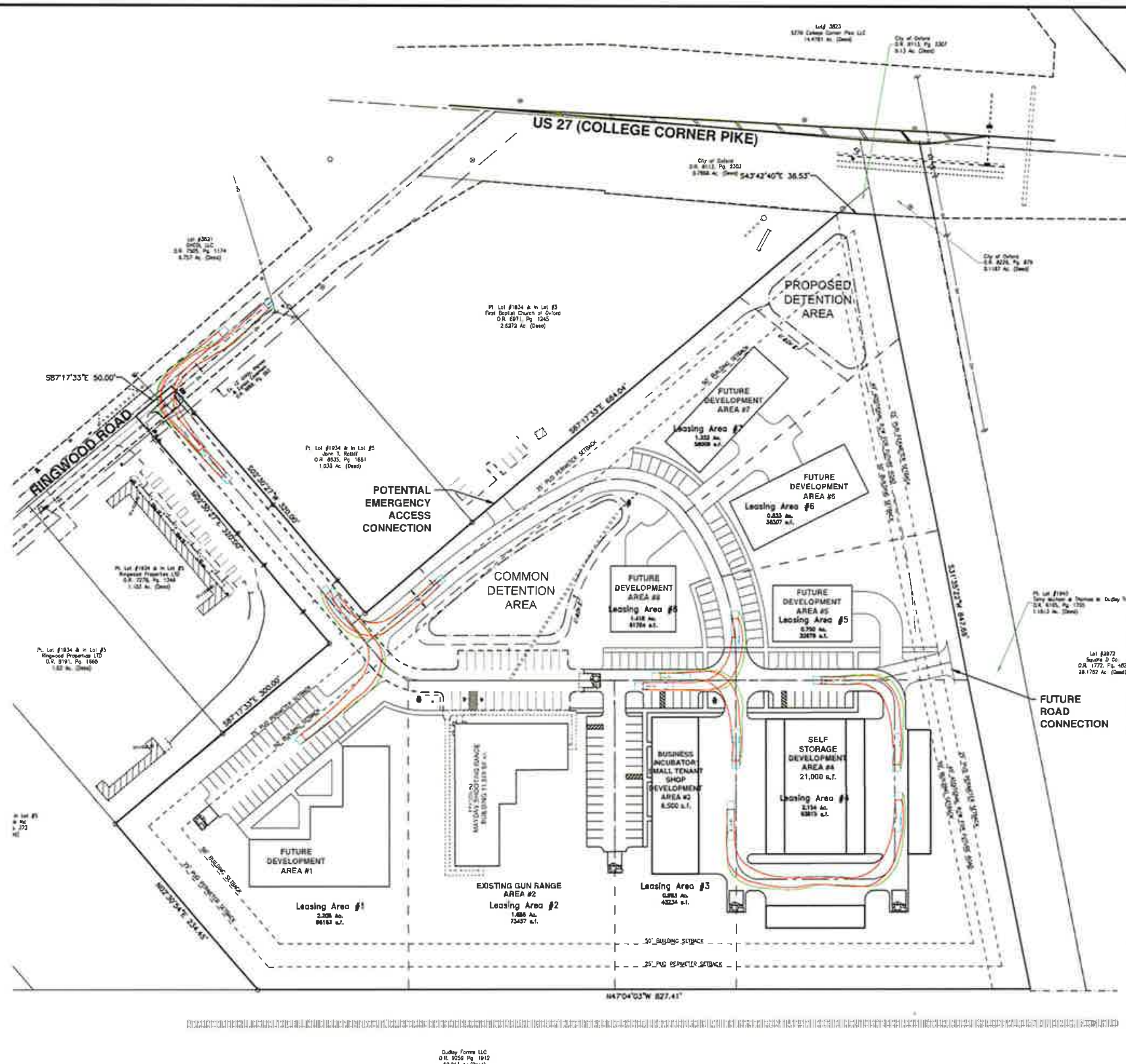
RINGWOOD ROAD
OXFORD, OHIO 45056

May 27, 2021

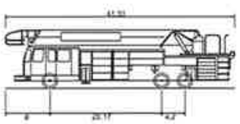
A-4


VICINITY MAP

NO SCALE




AUTOTURN VEHICLE



| | |
|---|---|
| City of Oxford Firetruck | |
| Overall Length | 41.330ft |
| Overall Width | 8.000ft |
| Overall Body Height | 10.432ft |
| Min Body Ground Clearance | 0.862ft |
| Track Width | 8.000ft |
| Lock-to-lock time | 6.00s |
| Max Steering Angle (Virtual) | 32.10° |

PRELIMINARY

# MAY DAY SHOOTING RANGE
## PLANNED UNIT DEVELOPMENT

SECTION 16, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

AUTOTURN EXHIBIT

bayer becker

AT

The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

# STAFF REPORT

| | |
|---|---|
| ORIGINATING DEPARTMENT: | City Manager |
| PREPARED BY: | Doug Elliott |
| DATE PREPARED: | August 9, 2021 |
| COUNCIL MEETING DATE: | August 17, 2021 |
| AGENDA TITLE: | An Ordinance requiring face coverings inside public spaces. |
| RECOMMENDATION: | Adopt as an emergency. |
| CITY MANAGER/DEPT HEAD APPROVAL: | DRE 8/13/21 |

DISCUSSION:

Council finds that requiring face coverings to be worn by any person in a public place within the City of Oxford best promotes health, safety, and efforts to limit the spread of COVID-19 and the Delta variant while enabling the continuation of essential services, businesses, and travel necessary to protect public health and safety, and for the continuity of social and commercial life during the state of emergency.

After weighing the known information about the COVID-19 virus, consulting with the Butler County General Health District, and considering the guidance and orders from the Ohio Department of Health, City Council concludes that the safety of City of Oxford citizens, residents and guests is best protected by implementing a requirement to wear face coverings inside public places. Exceptions are outlined in Section 3 of the proposed Ordinance.

**ORDINANCE NO.**

AN ORDINANCE REQUIRING FACE COVERINGS INSIDE ANY PUBLIC SPACE WITHIN THE CITY OF OXFORD, OHIO, TO LIMIT THE SPREAD OF COVID-19, AND DECLARING AN EMERGENCY.

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death and can be easily spread from person to person; and

**WHEREAS**, the Centers for Disease Control and Prevention (CDC) recently reported 36.2 million cases of COVID-19 in the United States, resulting in over 618,000 deaths; and

**WHEREAS**, COVID-19 endangers the lives of the citizens and residents of Oxford, creating an emergency to life and public safety and disrupting commerce; and

**WHEREAS,** the return of students to Miami University will result in a large influx of people from across the country and international students; and

**WHEREAS,** the University has announced that facial coverings will be required to be worn indoors in all University owned properties, including University buildings and facilities; and

**WHEREAS,** due to the Delta variant the CDC recommends that people wear face coverings in public indoor settings in areas of substantial or high transmission; and

**WHEREAS,** Butler County, Ohio is an area of high transmission with a fully vaccination rate of the total population below the state and United States rates; and

**WHEREAS**, requiring face coverings to be worn by any person in a public place within the City of Oxford best promotes health, safety, and efforts to limit the spread of COVID-19 while enabling the continuation of essential services, businesses, and travel necessary to protect public health and safety, and for the continuity of social and commercial life; and

**WHEREAS,** after weighing the known information about the COVID-19 virus, especially the Delta variant, consulting with the Butler County General Health District, and considering the guidance from the CDC, City Council concludes that the safety of City of Oxford citizens, residents and guests is best protected by implementing a requirement to wear face coverings in public places as set forth herein; and

**WHEREAS,** that for the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect at the earliest date permitted by law; now, therefore:

**THE COUNCIL OF THE CITY OF OXFORD HEREBY ORDAINS THAT:**

**Section 1.** All individuals within the City of Oxford shall wear a face covering over the individual's nose and mouth and chin in accordance with the following:

a. When entering a place of business that is open to the public and while inside a place of business as to the areas within the place of business that are accessible to and are intended for public use.

i. For purposes of this Ordinance, "business" means any for-profit, non-profit, educational entities, or governmental entities (other than federal or state university) regardless of the nature of the service, the function it performs, or its corporate or entity structure.

"Place of business" means any facility, building, or structure operated by or for a business engaged in the sale or other transaction of any kind for anything of value in exchange for goods, commodities, services, or temporary lodging and that is open to the general public or by appointment, and includes, but is not limited to, grocery stores, retail stores, pharmacies, health care facilities, restaurants and bars (including outdoor seating for such facilities), hotels and motels (excluding the rented room or suite), gyms and similar facilities, and the local school district; but excluding religious facilities.

b. When inside a City of Oxford operated building or facility that is open to the public, and while inside a City of Oxford operated building or facility as to the areas within such City of Oxford facility that are accessible to, and are intended for the use of, the public.

c. In any public transportation such as a bus or other public transit vehicle, a taxi or ridesharing vehicle or any other vehicle for hire, or at a transit stop or waiting area for any public transportation.

**Section 2.** All places of business shall require all employees that interact with the public to wear a face covering; and all places of business shall only sell or otherwise enter into any transaction of any kind for anything of value in exchange for goods, commodities, services, or provide temporary lodging to those who comply with this Ordinance. Any manager, owner, or person in charge of a place of business who fails or refuses to comply with this Ordinance may be in violation of this Ordinance.

**Section 3.** The requirement to wear a face covering through this Ordinance does not apply in the following situations:

a. Any individual who cannot wear a face covering because of a medical condition, mental health condition or developmental disability, or who is unable to remove the face covering without assistance, and any individual who should not wear face coverings under the CDC guidance. An individual is not required to produce medical documentation of the condition or disability, provided an employer may require such documentation from an employee in accordance with state and federal law.

b. Individuals under 6 years old.

c. Restaurant and bar patrons while eating or drinking. If a patron is not seated at his or her table or at the bar, a face covering is required.

d. In settings where it is not practicable or feasible to wear a face covering such as when receiving dental services, medical treatments, or while swimming.

e. While actually engaged in exercising in a gym or other similar indoor facility so long as physical separation of not less than six feet is maintained and the individual wears a face covering at all times when not actually engaged in exercising.

f. The individual is actively participating in athletic practice, scrimmage, or competition.

g. When an individual is in his or her work office, conference room, or other workspace not intended for use by the general public.

h. When inside a personal or commercial vehicle either parked or moving that is not a vehicle described in Section 1(c).

i. Individuals while acting in their official capacity as a public safety employee or emergency responder when wearing a face covering would interfere with or limit their ability to carry out their official duties or functions. These include peace officers, firefighters, and other public safety or emergency medical personnel that support public safety operations.

j. Individuals complying with the directions of public safety employees or emergency responders as described in 3(i).

**Section 4.** For the purposes of this Ordinance, "face covering" means a piece of cloth, fabric, or other material that fully covers the mouth and nose and that is secured with ear straps or otherwise tied so as to prevent slipping. A face covering may be factory-made or may be handmade and improvised from household materials. Face coverings include, but are not limited to, bandanas, scarfs, medical masks, and cloth masks; and also include respirators, N95 masks or other personal protective equipment that provides a higher level of protection than a face covering defined in this Section. A face covering shall be worn so as to cover the mouth and nose in compliance with the CDC's guidance on wearing face coverings.

**Section 5.** A violation of this Ordinance shall be governed and processed by the provisions set forth in Chapter 507 of the Oxford Code of Codified Ordinances titled: Administrative Ticketing, Code Compliance and Hearing. Whoever violates this Ordinance is subject to a civil penalty in the amount of $100.00.

**Section 6.** For the reasons set forth in the preamble hereof, the Council declares this Ordinance to be an emergency measure which shall take effect at the earliest possible date permitted by law and shall remain in effect until December 13, 2021.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

# DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS, AND CODE OF REGULATIONS

FOR

# HERON POND OWNERS' ASSOCIATION

This instrument prepared by:

Charles D. Maddox
BOLIN & TROY, LLC
29 N Beech Street
Oxford, Ohio 45056

**DECLRATION**

This is the Declaration of Heron Pond Owners' Association, made as of this _____ day of _________, 2019 pursuant to the provisions of Chapter 5312 of the Revised cod of Ohio and in accordance with the Declaration of South Farm Owners' Association and Amendments thereto originally recorded at Book 1787, Page 679, of the Butler County Recorder.

All provisions contained with the Declaration of South Farm Owners Association are by this reference incorporated herein. The Heron Pond Owner's Association shall exercise all rights and responsibilities associated with membership in the South Farm Owners Association.

_______________________________________, are the Owners' in fee simple of certain real property located in Butler County, Ohio (collectively referred to as the "Declarant"), and known by official plat designation as Heron Pond, a subdivision of the City of Oxford pursuant to a plat recorded _______________________________________________.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting this subdivision, Declarant states that all the real property described above will be held, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which will constitute covenants running with the land and will be binding on all parties having any right, title, or interest in the property, and their heirs, successors, and assigns.

**ARTICLE I**

Definitions

1.1 Additional Land. "Additional Land" means the property set forth in Exhibit "B" which may be subject to this Declaration.

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 III of this Declaration.

1.4 Association. "Association" means Heron Pond Owners' Association, an Ohio nonprofit Corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Trustees action on behalf of the Association.

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

1.6 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.

1.7 Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III of this Declaration.

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

1.9 Declarant. "Declarant" means ______________________________.

1.10 Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heron Pond Owners' Association, including any amendments hereto.

1.11 Development Period. "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date seven (7) years thereafter within which the Declarant has the right to submit Additional Land to the terms of this Declaration.

1.12 Limited Common Elements. "Limited Common Elements" means those portions of the Common Elements allocated for the exclusive use and benefit of one or more but fewer than all of the Lots.

1.13 Living Unit. "Living Unit" means any portion of a building situated on the Properties designed and intended for use and occupancy as a single family residence.

1.14 Lot. "Lot" means Landominium, the physical portion of the Property designated for separate Owners'hip or occupancy, the boundaries of which are described pursuant to Article II.

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

1.16 Occupant. "Occupant" means any person in possession of a Lot or Living 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.

1.17 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.

1.18 Property. "Property" or "Properties" 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.

1.19 Record Plan. "Record Plan" means the recorded plat of Heron Pond recorded in Plat Envelope _________ of the Butler County, Ohio Recorder's Plat records and any additions or replats thereof.

**ARTICLE II**

Lots and Living Units

2.1 Description of Lot Boundaries. The boundaries of the Lots shall be those described on the plat of Heron Pond Home Owners' Association which has been recorded in the Butler County Recorder's Office.

2.2 In the event that the boundaries of a Lot extend beyond the physical edge of outer walls of a Living Unit built on a given Lot, the Lot area extending beyond the Living Unit footprint will be subject to an easement in favor of Heron Pond Owners' Association and will be treated as Common Element for the purpose of access, maintenance, and improvement.

**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, Section 7.8.

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

**ARTICLE IV**

Common Elements

4.1 Description. The Common Elements shall be all portions of the Property submitted to the terms of this Declaration or subsequently submitted pursuant to Section 17.1 hereof. The Common Elements shall include property owned in fee simple or by easement or leased to the Association. The Common Elements shall also include the private roadway designated as shown on the Record Plan.

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

4.2.1 *Access*. The Common Elements shall be subject to permanent nonexclusive easement for ingress and egress in favor of the Lots.

4.2.2 *Encroachment*. The Common Elements shall be subject to an easement for encroachment in favor of the Lots benefited by reason of any encroachment of any portion of a Living Unit or any fixture attached thereto if such encroachment was a result of the original construction of the Living Unit, or if subsequently approved by the Association pursuant to Article X.

4.2.3 *Drainage*. The Common Elements shall be subject to easements in favor of the Lots benefited for surface water drainage and for the maintenance of drainage lines from the downspouts to the storm sewers. No Owner shall do anything within a Lot for Living Unit which shall unreasonably increase the flow of surface water.

4.2.4 *Utilities*. The Common Elements shall be subject to an easement in favor of the Lots for the installation and operation of all utilities.

4.2.5 *Development Rights*. The Common Elements shall be subject to certain easements and development rights in favor of the Additional Land and the Declarant as set forth in Article XVII.

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 be in accordance with and subject to reasonable rules, regulations and limitations as may be adopted by the Association in accordance with its Code of Regulations.

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

4.4.1 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.

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 All rights granted to the Association in this Declaration;

4.4.5 Development Rights and Special Declarant Rights as set forth in Articles XVII and XVIII.

**ARTICLE V**

Limited Common Elements

5.1 Description. The Limited Common Elements shall be those portions of the Common elements allocated for the exclusive use of one or more but fewer than all of the Lots. The Limited Common Elements shall include:

5.1.1 Mailboxes, air conditioner pads, gas vents, and dryer vents.

5.1.2 Sewer, gas, water and electric lines which serve more than one Lot or Living Unit. The portion serving only the Lot shall be allocated solely to that Lot, and any portion thereof serving more than one Lot or a portion of the Common Elements is a part of the Common Elements.

5.1.3 Other items shown on the Heron Pond Owners' Association Plat.

5.2 Title. The title to the Limited Common Elements shall be held by the Association in accordance with the conditions, limitations and rights set forth in this Article.

5.3 Allocation. Unless otherwise stated on the plats, the Limited Common Elements shall be allocated to the Lots to which they are adjacent and which they serve.

5.4 Use. Each Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Elements allocated to such Owner's Lot.

5.5 Limitation. All use and occupation of the Limited Common Elements by Owners', Occupants and any persons to whom such rights have been delegated shall be in accordance with and subject to:

5.5.1 Restrictions set forth in this Declaration;

5.5.2 Any rules and regulations adopted by the Association and the right to enforce such rules and regulations;

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

5.5.4 All rights granted to the Association in this Declaration;

5.5.5 Development rights and special Declarant rights as set forth in Article XVII and Article XVIII.

## ARTICLE VI

### Owner's Association

6.1 Formation. The Declarant will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named Heron Pond Owners' Association. 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. All 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 Development Rights and Special Declarant Rights hereinafter set forth, the Association may:

6.3.1 adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property. The initial Code of Regulations is attached as Exhibit "C";

6.3.2 adopt rules and regulations for the use and occupation of the Common Elements and Limited Common Elements and to enforce violation of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners' and Occupants;

6.3.3 adopt and administer Architectural Standards and enforce violations thereof;

6.3.4 adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

6.3.5 hire and discharge managing agents and other employees, agents, and independent contractors;

6.3.6 institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

6.3.7 make contracts and incur liabilities;

6.3.8 regulate the use, maintenance, repair, replacement and modification of the Common Elements and those portions of the Lots for which the Association has maintenance responsibility and other rights as set forth herein;

6.3.9 cause additional improvements to be made as part of the Common Elements;

6.3.10 acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Article XI.

6.3.11 grant easements, liens, licenses and concessions through or over the Common Elements;

6.3.12 impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

6.3.13 impose charges for late payments of Assessments and levy reasonable fines for violations of the Declaration, Code of Regulations, Rules and Regulations of the Association;

6.3.14 impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

6.3.15 provide for indemnification of its officers and board of trustees and maintain directors' and officers' liability insurance;

6.3.16 assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

6.3.17 exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

6.3.18 exercise all other powers that may be exercised in this state by nonprofit corporations;

6.3.19 exercise any other powers necessary and proper for the governance and operation of the Association.

6.4 Voting Rights. Members shall be entitled to vote on matters properly before them in accordance with this Article and the laws of the State of Ohio.

6.4.1 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.

6.4.2 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. If a first mortgagee has been designated as a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of the designation. 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.

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

6.6 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 subsequent to the Declarant _____________, by acceptance of a deed, covenants and agrees to pay such Assessments. The Declarant, ____________________, shall be exempt from any and all Assessments due Heron Pond Owners Association. The Lots owned by the Declarant shall not be considered chargeable Lots for the purposes of determining assessments.

Any use of the Property, Common elements, or Limited Common Elements by a Unit Owner, his or her heirs, successors, assigns, family members, or tenants after such Unit Owner has filed a petition for relief pursuant to the United States Bankruptcy Code shall be deemed to be a new covenant and agreement to pay 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 include but not be limited to (1) operation, maintenance, repair and replacement as required by this Declaration; (2) unless otherwise determined by the Board, the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; (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 Insurance Assessment. If so determined by the Board, the Association may separately assess the cost of any insurance required by this Declaration or reasonably determined to be in the best interest of the Association. Such Assessment may be allocated and made payable on any reasonable basis. The Association may allocate the additional cost of insurance incurred as a result of improvements or upgrades made by any Owner to that Owner's Lot.

7.5 Individual Assessment. The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Lot for any of the following:

7.5.1 any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII Section 8.2.

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

7.5.3 any cost incurred for maintenance or repair caused through the willful negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred to obtain access to the subject Lot or Living Unit.

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

7.6 Special Assessments. In addition to the other Assessments authorized herein, the Association may levy Special Assessments in any fiscal year. So long as the total amount of Special Assessments allocable to each chargeable Lot does not exceed Twenty Percent (20%) of the Annual General Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any chargeable Lot to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

7.7 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 chargeable Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each chargeable Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than Declarant or (ii) occupation of the Living Unit. The assessment shall be prorated to the end of the Association's fiscal year. So long as there has been no default in payment of the Assessment, it shall be payable in monthly installments due on the first day of each month. 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.

7.8 Allocation of Assessments. The Common Expense Liability of each chargeable Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each chargeable Lot. The other Assessments shall be allocated as applicable to the respective chargeable Lots and as determined by the Board.

7.9 Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

7.9.1 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.

7.9.2 Effective Dates. The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of its levy on the Owners' affected.

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

7.9.4 Notice of Lien. The Association may file a notice of lien with the Recorder of Butler County. Such notice shall not be required for the Association to enforce its lien.

7.9.5 Priority of the Lien. The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any first mortgage filed of record.

7.9.6 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 Sheriffs 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.

7.9.7 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.

7.9.8 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 the preparation of such certificate.

7.10 Assessments of South Farm Owners Association, Inc. In addition to and separate from the assessments described above payable to Heron Pond Owner's Association, lot owners shall individually pay any and all Assessments due pursuant to the Declaration of the South Pond Owners Association.

7.11 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 immediately due and payable 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 had been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

7.12 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.

7.13 Personal Obligation. The Assessments, including fines, if any, payable by each owner, together with any penalty, interest, costs and reasonable attorney fees shall be a charge and lien on each Lot and shall also be the personal obligation of the Owner of each Lot.

7.14 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.

7.15 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.

## ARTICLE VIII

## Upkeep of the Property

8.1 Maintenance Responsibility. Notwithstanding the ownership of the various portions of the Common Elements, Limited Common Elements and Lots, the Properties shall be maintained and repaired by each Lot Owner and the Association in accordance with the provisions of this Section 8.1 and as set forth in Heron Pond Owners' Association Budget maintained by the Association Treasurer. Said budget shall not 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 budget.

8.2 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 or Living Unit and repair, maintain and restore the Lot or Living Unit or any other improvement erected thereon. 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 exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs and other expenses incurred to obtain access to the subject Lot or Living Unit) shall be assessed against the subject Lot in accordance with Article VII, Section 7.5.

8.3 Access to Lots. For the purpose solely of performing the exterior 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 or the exterior of any Living Unit at reasonable hours on any day. No notice is required for grass cutting or snow plowing.

## ARTICLE IX

## Restrictions

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

9.1.1 Living Units. All living units shall be for single family use only and comply with all occupancy requirements use restrictions set by the City of Oxford.

9.1.2 Minimum Size of Homes. All Living Units shall be a minimum of $1,500 square feet.

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 Signage. No signs, billboards, or advertisements of any kind shall be displayed on or about any common area to public view except for signs advertising the property for sale. During the construction and sales period, signs used by the developer, builder and realtor to advertise the property shall be uniform in style and color and must be approved by the developer. Political signs will be permitted to be put up no sooner than 30 days before an election and must be removed within seven days after the election.

9.1.5 Trash. Except in connection with construction activities, no accumulation or storage of litter, refuse, bulk materials, building material or trash of any other kind shall be permitted in the common areas. With the exception of the common dumpster, trash containers shall not be permitted to remain in public view.

9.1.6 Parking. Except for guests and visitors which shall use designated parking spaces, each dwelling unit shall be limited to two (2) parking spaces. 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 not permitted on the Property without the prior written approval of the Board of Directors. No motor vehicles shall be driven on the Common Elements except such vehicles as are authorized by the Board and needed for upkeep of the Common Elements. This prohibition does not apply to normal vehicular use of streets, roadways and driveways in the Common Elements.

9.1.7 Vehicle Repairs. No trailers, campers, mobile homes, motorhomes, buses or trucks exceeding ¾ ton shall be permitted to be regularly parked upon the common parking areas. In addition, major repairs shall not be conducted on any cars or any other such vehicles in the common parking areas. Inoperable cars are to be towed within 48 hours.

9.1.8 Outside Storage. Except for grills and bikes, there shall be no outdoor storage of personal property.

9.1.9 Nuisance. No noxious or offensive activity shall be carried out upon or within any dwelling unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community.

9.1.10 No Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Property or any part thereof without the prior written consent of the Board; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Property or any part thereof or which would be in violation of any law, regulation, or administrative ruling. No waste will be committed on the Common Elements.

9.1.11 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 or the Association, whichever shall have the obligation for the upkeep of such portion of the Property, and if the Association, then the cost of such compliance shall be a Common Expense.

9.1.12 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 or 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 serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer.

9.1.13 Obstruction of Common Elements. No person shall obstruct any of the Common Elements or otherwise impede the rightful access of any other person on any portion of the Property upon which such person has the right to be. No person shall place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written approval of the Board.

9.1.14 Use of Common Elements. The Common Elements shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use an occupancy of the Lots. The improvements located on the Common Elements shall be used only for their intended purposes. Except as otherwise expressly provided in this Declaration, no Owner shall make any private, exclusive or proprietary use of any of the Common Elements.

9.1.15 No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Living Unit except that an Owner or Occupant of a Lot or Living Unit may conduct such business activity within the Lot or Living 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 exterior of the Lot or Living Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming 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 therefor.

9.1.16 Fences. Except for any fence installed by the Declarant, or by the Association, no fence shall be installed except with the written approval of the Board.

9.1.17 Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry, insects or reptiles of any kind, regardless of number, is prohibited on any Lot or upon Common Elements, except that the keeping of guide animals and orderly domestic pets (ex. dogs, cats or caged birds) without the approval of the Board is permitted, subject to the Rules and Regulations adopted by the Board. Such pets shall not be kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise must be permanently removed from the Property upon ten days written notice from the board. Pets shall not be permitted upon the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant, free and 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.

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

9.1.19 Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

9.1.20 Satellite Dishes. Satellite dish installation must be approved by the Heron Pond Owners' Association prior to installing in any unit. Dish installation is not allowed on any part of the roof or eave. Any improper or unauthorized installations will be the responsibility of the Owner. Heron Pond Owners' Association will not be responsible for any damage to roofs or water intrusion due to a dish installation. Heron Pond Owners' Association can authorize dish removal along with any repairs to the roof without notice. Owner will be responsible for any damages or charges incurred due to dish installation or operation.

9.2 Leasing. The following are applicable with respect to Leasing the Lots and Living Units.

9.2.1 Covenants and Restrictions. Except as noted in Section 9.2.4, every lease on every Lot or Living Unit in the Property is subject to the following covenants and restrictions whether in the lease or not;

9.2.1.1 the lease must be in writing;

9.2.1.2 the lease must be for the entire Living Unit;

9.2.1.3 the lease must be for a minimum period of not less than twelve (12) months. Renewals can be for any length;

9.2.1.4 the use of the premises is subject to the Declaration and the rules and regulations of the Association.

9.2.1.5 before occupancy by the tenant(s) (lease start date or move-in date), the name, telephone number(s) of the tenant(s), and email address(es) of the tenant(s), together with a clear and complete copy of the lease must be furnished to the Association's management company (if applicable) and to an officer or Trustee of the Association;

9.2.1.6 the unit cannot be used as a motel or hotel or otherwise for transient tenants.

9.2.2 Remedies for Breach. If any Owner (landlord) or Occupant is in violation of any of the provisions of the Declaration and any rules and regulations, the Association may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant is or has violated any of the provisions of the Declaration or the rules and regulations, the court may find the tenant guilty of forcible detainer notwithstanding the facts that the Owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which the Association has. The Association may recover all of its costs, including court costs and reasonable attorney's fees, and such costs shall be an Individual Assessment on the Lot. The Association will give the tenant and the Owner notice in writing of the nature of the violation of the rules, and shall give 20 days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

9.2.3 By becoming a tenant, each tenant agrees to be bound by the Declaration and the other rules and regulations of the Association, and recognizes and accepts the right and the power of the Association to evict the tenant for any violation by the tenant of the Declaration and the other rules and regulations of the Association.

9.3 Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction, contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

9.3.1 Actions. In addition to the provisions of Subsection 9.2.2, 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 7.5.

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 provision of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any matter 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.

## ARTICLE X

## Architectural Review

10.1 Applicability. All architectural review shall be performed by the Board, or a committee appointed by the Board, in accordance with the provisions of this Article. If the Board appoints a committee to perform the architectural review functions, there shall be not less than three (3) and not more than five (5) members, all of whom must be Owners'. The terms of office shall be as designated by the Board. Any Owner who wishes to make any Improvement to his or her Lot or Living Unit or its allocated Limited Common Elements is required to obtain the approval of the Board pursuant to this Article prior to making such Improvement. "Improvement" for purposes of this Article shall mean any alteration or addition which will affect the exterior of the Lot or Living Unit or its allocated Limited Common Elements including but not limited to: (i) casualty repair and restoration; (ii) landscaping; and (iii) placement of any structures, gutter, awnings, shutters, mailboxes, satellite dishes or antennas. Repainting in the existing color scheme and routine repairs which do not alter the external appearance shall not be included in the definition of an Improvement. Any Owner who makes an Improvement without the prior approval of the Board shall be deemed in violation of this Declaration; and the Board upon its own motion, shall proceed as though the Owner gave notice of completion as specified in Section 10.8.1. Nothing in this Article shall be deemed to relieve any Owner from obtaining all necessary consents and permits and otherwise complying with all applicable state and local laws and ordinances.

10.2 Duties. The Board shall consider and act upon proposals and/or plans submitted pursuant to this Article. The Board, from time to time and in its sole discretion, may propose architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, color schemes, exterior finishes and materials and similar features which may be used in the Property.

10.3 Application of Approval of Improvements. Any Owner, except the Declarant, who wants to make an Improvement shall notify the board in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Standards or reasonably requested by the Board.

10.4 Basis for Approval of Improvements. The Board may approve the proposal only if the Board finds that (i) the plans and Specifications conform to this Declaration and to the approved Architectural Standards in effect at the time that the proposal was submitted; and (ii) the proposed Improvement will be consistent with the standards within the Property as to the quality of workmanship and materials, harmony of exterior design and visibility with respect to quality structures, environment, location with respect to topography, and finished grade elevations.

10.5 Form of Approvals and Denials. All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing sixty (60) days from the date of submission shall be deemed approved.

10.6 Proceeding with Work. Upon approval of the Board, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Board extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Board finds that there has been no change in the circumstances under which the original approval was granted.

10.7 Failure to Complete Work. Completion of the work approved must occur in the three (3) month period following the approval of the work unless the Board determines that completion is impossible or would result in great hardship to the Owner due to strike, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the three (3) month period, the Board shall proceed in accordance with the provisions of section 10.8.2 below.

10.8 Determination of Compliance. Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

> 10.8.1 Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Board. If the Owner fails to give the notice of completion of work performed, for which approval was required, the Board may proceed upon its own motion.
>
> 10.8.2 Within sixty (60) days after completion the Board shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Board finds that the work was not performed in substantial compliance with the approval granted or if the Board finds that the approval required was not obtained, the Board shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of noncompliance and shall require the Owner to remedy the non-compliance.

10.9 Failure to Remedy the Non-Compliance. If the Board has determined that an Owner has not constructed an Improvement consistent with the specifications or the approval granted and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance then after the expiration of thirty (30) days from the date of such notification, the Board shall provide a hearing to consider the Owner's continuing non-compliance. At the hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall determine the estimated cost of correcting it. The Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying improvement or remedy the non-compliance. The costs of such action shall be assessed against the Owner as an Individual Assessment.

10.10 Waiver. Approval of any plans, drawings or specifications for any work proposed or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing specification or matter subsequently submitted for approval.

10.11 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall record an estoppel certificate, executed by any two (2) Trustees certifying that as of the date thereof, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association, Declarant and all Owners' and such persons deriving any interest through any of them.

10.12 Liability. If the Trustees have acted in good faith on the basis of such information possessed by them, neither the Board nor any Trustee 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; (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications; or (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

10.13 Non-Applicability to Declarant. The provisions of this Article shall not apply to any Parcel or Lot owned by Declarant or prior to its first conveyance of a Lot to an Owner.

## ARTICLE XI

Conveyance or Encumbrance of Common Elements

11.1 Conveyance or Encumbrance. Portions of the Common Elements may be conveyed or subjected to a security interest by the Association if Owners' entitled to cast 75% of the votes in the Association agree to that action. Proceeds of a sale are assets of the Association.

11.2 Access and Priority. A conveyance or encumbrance of the Common Elements shall not deprive any Lot or Living Unit of its rights of access nor affect the priority or validity of pre-existing encumbrances.

## ARTICLE XII

### Insurance

13.1 Liability Insurance. The Board shall obtain and maintain a Comprehensive policy of public liability insurance covering all of the Lots and Common Areas, insuring the Association, Trustees, and Owners' and members of their respective families, tenants and occupants in an amount of not less that One Million Dollars ($1,000,000), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use as determined by the Board. The insurance shall contain a "severability of interest" endorsement, which shall preclude the insurer from denying the claim of a residential Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners', tenants or occupants.

13.2 Property Insured. The Association shall maintain a Master Property Policy ("Master Policy") insuring the Common Elements (including the Limited Common Elements) and the Units of the Landominium, excluding land. The Master Policy shall cover (i) perils, as broadly as reasonably available, under coverage currently known as 'special form' or 'special causes of loss', (ii) insure the covered property, including personal property owned by the Association, for the full insurable replacement cost based on periodic appraisals, and (iii) cover the entire Unit, including all attached fixtures, systems and finishes in the Unit at the time of a loss, regardless of when installed, but shall not cover the Unit Owner's personal property in the Unit or elsewhere in the Landominium.

13.3 Other Insurance. In addition, the Association shall obtain and maintain contractual liability insurance, Trustees' and Officers' liability insurance and such other insurance as the Board may deem desirable from time to time.

13.4 Fidelity Bonds. The Association shall obtain fidelity bond coverage, naming the Association as an insured, with respect to any person or agent handling Association funds in an amount of not less than Five Thousand Dollars ($5,000.00) as determined by the board.

## ARTICLE XIII

### Casualty Losses

14.1 Duty to Restore. Any portion of the Property for which insurance is required under Section 13.2 or for which insurance is carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed shall be repaired and restored promptly by the Association unless:

14.1.1 The regime is terminated according to the procedures set forth in Article XIX, Section 19.3;

14.1.2 Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or

14.1.3 Eighty (80%) percent of the Owners', including each Owner of a Lot or Living Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

14.2 Cost. The cost of repair and replacement in excess of insurance proceeds and reserves is a Common Expense.

14.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board and a majority of the Owners'.

14.4 Replacement of Less than Entire Property

14.4.1 The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Property.

14.4.2 Except to the extent that other persons will be distributees,

14.4.2.1 The insurance proceeds attributable to a Lot, Living Unit and Limited Common Element that is not to be rebuilt must be distributed to the Owner thereof, or to lien holders, as their interests may appear; and

14.4.2.2 The remainder of the proceeds must be distributed to each Owner or lien holder, as their interests may appear, in proportion to Common Expense Liability Allocation of all the Lots.

14.4.3 If the Owners' vote not to rebuild a Living Unit the Allocated Interests for the remaining Lots shall be reallocated proportionally, and the Association shall promptly record an amendment to the Declaration reflecting the reallocations.

14.5 Insurance Proceeds. The insurance trustee, or if none, the Board, shall hold any insurance proceeds in trust for the Association, Owners' and lien holders as their interest may appear. Subject to the provisions of Subsection 14.1.1 through 14.1.3, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Owners' and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the regime is terminated.

14.6 Certificates by the Board. The insurance trustee, if any, may rely on the following certifications in writing made by the Board:

14.6.1 Whether or not damaged or destroyed Property is to be repaired or restored;

14.6.2 The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

14.7 Certificates by Attorneys. Title insurance companies or if payments are to be made to Owners' or Mortgagees, the Board and the insurance trustee, if any, shall obtain and may rely upon a title insurance company or attorney's certificate of title based on a search of the Records of the Recorder of Butler County, Ohio, from the date of the recording of the original Declaration, stating the names of the Owners' and the mortgagees.

## ARTICLE XIV

### Condemnation

15.1 Whenever any portion of the Property shall be taken or threatened to be taken by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners' in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority. Each Owner appoints the Association, or any Trustee designated by the Association as its attorney-in-fact coupled with an interest for such purpose. Each Owner shall be given notice of the taking. If there is any damage to the Property from the taking, then the Association shall proceed in the manner set forth in Section 14.1 for Casualty Losses and the award for the taking shall be distributed in the same manner as insurance proceeds under Section 14.4 and 14.5. In the event that Living Units are taken and not rebuilt then the Allocated Interests for the remaining Lots shall be reallocated proportionally, and the Association shall promptly record an amendment to the Declaration reflecting the reallocations.

## ARTICLE XV

### Mortgagee Protection Provisions

16.1 Notice to Board. Upon request, an Owner who mortgages his or her Lot shall notify the Board of the name and address of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under this Declaration unless such Mortgagee has notified the Board of its address as required by Section 16.2 below and has requested all rights under the Declaration.

16.2 Notices to Mortgagees. Any Mortgagee who desires notice from the Association shall notify the Secretary of the Association to that effect by certified or registered United States Mail, postage prepaid. Any such notice shall contain the name and address, including post office address of such Mortgagee and the name of the person to whom notices from the Association should be directed. The Board shall notify Mortgagees of the following:

16.2.1 Any default of an Owner of a Lot, upon which the Mortgagee has a mortgage, in payment of Assessments (which remains uncured for sixty days) or any other default, simultaneously with the notice sent to the defaulting Owner;

16.2.2 Any casualty affecting the Lot, the Living Unit or a substantial part of the Common Elements;

16.2.3 All actions taken by the Association with respect to repair or restoration of a Lot upon which the Mortgagee has a mortgage;

16.2.4 Any lapse in an insurance policy held by the Association on the Property;

16.2.5 Any proposal to terminate the Declaration, at least sixty days before any action is taken to terminate;

16.2.6 Any proposal to amend materially the Articles of Incorporation, this Declaration or the Code of Regulations, at least ten days before any action is taken.

16.3 Other Rights of Mortgagees. All Mortgagees or their representatives shall have the right to receive notice of and to attend and to speak at meetings of the Association.

## ARTICLE XVI

Development Rights

17.1 Submission of Additional Land. The Declarant reserves the right to submit all or any part of the Additional Land to the terms of this Declaration 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, the Common Elements and Limited Common Elements. No Additional Land may be submitted unless the Living Units thereon are substantially completed. The Supplemental Declaration must be executed by the Declarant.

17.2 Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration submitting any Additional Land.

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

17.3.1 Easements for ingress, egress, drainage and all utilities as shown on the Record Plan.

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

17.3.3 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.

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

17.4 Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any Subdeveloper or another 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.

17.5 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.

## ARTICLE XVII

### Special Declarant Rights

18.1 Use for Sale Purposes. Declarant reserves for itself, its successors and assigns, the right to maintain sales offices and models on the Lots, Living Units or on the Common Elements.

18.2 Signs and Marketing. The Declarant reserves the right for itself to post signs and displays in the Common Elements to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

18.3 Control of the Association.

18.3.1 Appointment of Trustees and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association for a period which shall terminate no later than the earlier of:

18.3.1.1 30 days after the conveyance of 75% of the Lots that may be created to Owners other than the Declarant;

18.3.1.2 two (2) years after Declarant or any Successor Declarant have ceased to offer Lots for sale in the ordinary course of business; or

18.3.1.3 two (2) years after the right to submit Additional Land was last exercised.

18.3.2 Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove trustees 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 its right to appoint and the actions which require Declarant's approval.

18.3.3 Transition from Declarant Control. Not later than sixty (60) days after conveyance of Twenty-five (25%) percent of the Lots to Owners other than Declarant, at least one (1) member of the Board shall be an Owner other than Declarant. Not later than Sixty (60) days after conveyance of Fifty (50%) percent of the Lots to Owners other than Declarant, at least two (2) members of the Board shall be Owners other than Declarant. Upon termination of Declarant control as set forth in Section 1.11 all members of the Board shall be Owners other than Declarant.

18.4 Declarant's Personal Property. The Declarant reserves 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 reserves the right to remove, within One (1) year after the sale of the last Unit, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

18.5 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's original intent; making any change necessary or desirable to meet the requirement 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 or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved 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 Declarant to be necessary or proper to effectuate the provisions of this paragraph.

**ARTICLE XVIII**

Duration, Amendment and Termination

18.1 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, resident and tenant 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.

18.2 Amendment. 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. All Amendments shall be executed by the Declarant, 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. Voting may be done remotely via email or in some other electronic form. Amendments need not be signed by the Owners'.

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

> 18.3.1 Consent Required. This Declaration may be terminated only upon consent of Eighty (80%) Percent of the Owners' and Sixty-seven (67%) percent of the mortgagees who have requested notice pursuant to Section 16.2. Mortgagee consent shall be presumed when a mortgagee fails to submit a response to a proposal for termination within Thirty (30) days after it received proper notice delivered by certified mail, return receipt requested.
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> 18.3.2 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 in the same manner as a deed by the requisite number of Owners'. 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 XIX**

Miscellaneous

19.1 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.

19.2 Notices. Except as otherwise provided herein, 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 or when sent via electronic mail to such person's last known email address.

19.3 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.

19.4 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.

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

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

19.7 Conflict. In the event of a conflict between the restrictions contained herein or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction covenant, easement or other obligation shall control.

IN WITNESS WHEREOF, this instrument has been executed this ____ day of ___________, 2021 by Declarant, Heron Pond Owners' Association by ______________________________________.

______________________________________ ________________

By: Date

HERON POND OWNERS' ASSOCIATION,
AN OHIO NON-PROFIT CORPORATION

______________________________________ ________________

By: Date

HERON POND OWNERS' ASSOCIATION,
AN OHIO NON-PROFIT CORPORATION

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of __________, 2021 by ________, President of HERON POND OWNERS' ASSOCIATION, an Ohio Non-Profit Corporation, on behalf of the Corporation.

_________________________________
Notary Public, State of Ohio

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of __________, 2021 by ________, Secretary & Treasurer of HERON POND OWNERS' ASSOCIATION, an Ohio Non-Profit Corporation, on behalf of the Corporation.

_________________________________
Notary Public, State of Ohio

**EXHIBIT A**

**EXHIBIT B**

**EXHIBIT C**

**HERON POND OWNERS' ASSOCIATION**

**CODE OF REGULATIONS**

## ARTICLE I

Miscellaneous

Section 1. Name and Nature of the Association. The name of the Association shall be Heron Pond Owners' Association and shall be an Ohio nonprofit corporation.

Section 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association. Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot Owners'hip, at which time the new Owner of such Lot shall automatically become a Member of the Association.

Section 3. Definitions. The terms used in this Code of Regulations shall have the same meaning as set forth in 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 Trustees either in Oxford, Ohio or as convenient thereto as possible and practical. Meetings may, at the discretion of the Board of Trustees, be held virtually via video conference.

Section 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held withing one (1) year from the date of the incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later that thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within (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.

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 Trustees or by 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 meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail by regular US Post, email, or 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 special meetings, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall designate such address by written notice to the Secretary. The mailing, emailing, or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices 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 notice.

Section 6. Voting Rights. 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 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. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast.

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 7. 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. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. 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 8. 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 9. Quorum. Except as otherwise provided in this Code of Regulations or in the Declaration, the presence in person or by proxy of one-third (1/3) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 10. 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. The minute book may be kept as an electronic document.

Section 11. 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. Signatures may be holographic, or obtained electronically via email or some other electronic medium.

## ARTICLE III

Board of Trustees

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 Trustees.

Section 2. Number and Qualifications of Trustees. The Board of Trustees in the Association shall consist of five (5) members. No person and his or her spouse may serve on the Board at the same time.

Section 3. Nomination of Trustees. Except for Trustees selected by the Declarant, nominations for elections of the Board of Trustees 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 determines but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 4. Election of Trustees. The Trustees shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees 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 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. The Board of Trustees may allow for Ballots to be submitted electronically.

Section 5. Term of Office; Resignations. Except for those Trustees appointed by the Declarant, each Trustee shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her early resignation, removal from office, no longer an owner or death. It is intended by this Code of Regulations that the terms of the Trustees shall be staggered. The initial terms of the Trustees elected by the Owners' shall be adjusted to carry out this intent.

Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in writing to that effect delivered to the Secretary of the Association. Such resignation shall take effect immediately or at such other time as the Trustee may specify. In the event of death or resignation of a Trustee, 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 Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

Section 7. Removal of Trustees. 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 Trustees may be removed, with or without cause, by a majority vote of the Owners', and a successor may then and there be elected to fill the vacancy thus created. A Trustee 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 Trustee 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 Trustees at meeting, a quorum being present.

Section 8. Organization of Meetings. The first meeting of the members of the Board of Trustees 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 Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees, 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 Trustees shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

Section 11 Virtual Meetings. All meetings may, at the discretion of the Board of Trustees, be held virtually via video conference.

Section 12. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Trustees, whether regular or special, shall be given to each Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Trustee or to a person at the Trustee's home or place of business who would reasonably be expected to communicate such notice promptly to the Trustee; (d) by telegram or cablegram, charges prepaid; or (e) by email to the Trustee's primary email address on file All such notices shall be given or sent to the Trustee's address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices by personal delivery, telephone, telegraph, email, or cablegram company shall be given at least seventy-two (72) hours before the time set for the meeting. Notices may also be posted at a prominent place within the Property not less than seventy-two (72) hours prior to the scheduled time of the meeting.

Waiver of notice of meetings of the Trustees shall be deemed the equivalent of proper notice. Any Trustee 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 Trustee at any meeting without protesting, prior to or at the commencement of the meeting of the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

Section 13. Quorum of the Board of Trustees. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees 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 one or more Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Trustees, 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 15. Open Meetings. All meetings of the Board of Trustees shall be open to all Members of the Association, but Members other than the Trustees may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. Residents (tenants or renters) may attend meetings as determined by the Board.

Section 16. 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, or orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 17. Action without a Meeting. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writing signed by all Trustees. Any such writing shall be entered into the minute book of the Association which shall be accessible to all Owners'.

## ARTICLE IV

Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Trustees 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 to 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 Trustees.

Section 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Trustees 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 of Trustees. Any officer may be removed by the Board of Trustees whenever in its judgement 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 responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to an accountant, management agent or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Trustees the President, or the Secretary. Such resignations 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. Except as hereinafter provided in Section 2, committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Trustees 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 operate in accordance with the terms of the resolution of the Board designating such committee or in accordance with rules adopted by the Board and to the full extent permitted by law.

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

## 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 summary shall be delivered at least thirty (30) days prior 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. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section I of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

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 monthly. 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. 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, and reasonable attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid in its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

## ARTICLE VII

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 the Code of Regulations.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and this 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.

a. 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 may 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. Inspection by Trustees. Every Trustee 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 Trustee includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the residence of such Owner; or

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

Section 6. Amendment. Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by a majority of the Owners'.

Section 7. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Trustees 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.

IN WITNESS WHEREOF, this instrument has been executed this ____ day of ___________, 2021 by Declarant, Heron Pond Owners' Association by Jan Kidd, its President and Bill Levenderis, Secretary & Treasurer.

______________________________ ______________

By: Date

HERON POND OWNERS' ASSOCIATION,
AN OHIO NON-PROFIT CORPORATION

______________________________ ______________

By: Date

HERON POND OWNERS' ASSOCIATION,
AN OHIO NON-PROFIT CORPORATION

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of __________, 2021 by ________, President of HERON POND OWNERS' ASSOCIATION, an Ohio Non-Profit Corporation, on behalf of the Corporation.

______________________________

Notary Public, State of Ohio

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this _____ day of __________, 2021 by _________, Secretary & Treasurer of HERON POND OWNERS' ASSOCIATION, an Ohio Non-Profit Corporation, on behalf of the Corporation.

______________________________

Notary Public, State of Ohio

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SOUTH FOREST EDGE, SECTION ONE

This will certify that the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the South Forest Edge, Section One has been filed in the office of the County Auditor, Butler County, Ohio, this _________ day of ________________, 2021.

**BUTLER COUNTY AUDITOR**

By: ___________________________________

*This instrument prepared by:*

***Amy Schott Ferguson, Esq.***
**Cuni, Ferguson & LeVay Co., L.P.A.**
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768 – *Telephone*
(513) 771-6781 – *Facsimile*
AFerguson@cfl-law.com – *Email*

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SOUTH FOREST EDGE, SECTION ONE

***THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SOUTH FOREST EDGE, SECTION ONE*** ("**Declaration**") is made this _____ day of _______________, 2021, by **4-LEAF DEVELOPMENT LLC**, an Ohio Limited Liability Company ("**Owner**"), whose address is *125 West Spring Street, Oxford, Ohio 45056* under the following circumstances:

***WHEREAS,*** Owner is the owner of certain real property located in the City of Oxford, Butler County, Ohio, more particularly described on Exhibit A attached to this Declaration (the "**Property**");

***WHEREAS,*** the Owner desires to declare that the Property shall be held, sold, and conveyed subject to the provisions of this Declaration;

***WHEREAS,*** Declarant has formed an Ohio non-profit corporation to be known as South Forest Edge Homeowners' Association, Inc. ("**Association**"), which shall be responsible for the administration and enforcement of the provisions of this Declaration;

***NOW, THEREFORE,*** for the purposes of establishing and assuring a uniform plan for the development of the Property, and enhancing and protecting the value, desirability and attractiveness of the Property, the Owner declares that the Property shall be held, occupied, sold and conveyed subject to this Declaration.

## ARTICLE I.
## NAME, PURPOSE AND DEFINITIONS

**Section 1.1. Name.** The name of this Association shall **South Forest Edge Homeowners' Association, Inc. ("Association").**

**Section 1.2. Purpose.** The purpose of this Association shall be as stated in the Articles of Incorporation. The Association has been incorporated as a non-profit corporation to administer the community known as South Forest Edge in Butler County, Ohio. The Association is charged with enforcing the protective covenants and restrictions contained herein in order to establish and maintain a uniform plan for the use, enjoyment, and maintenance of the Lots located within the community, and thereby enhance and protect the value and desirability of the Lots.

**Section 1.3. Definitions.** As used herein or in the By-Laws, Rules, or amendments thereto, the following terms shall be defined as follows:

**1.3.1** **"Additional Property"** shall mean the real estate described in Exhibit B attached hereto.

**1.3.2** **"Articles"** shall mean those Articles, filed with the Ohio Secretary of State, incorporating South Forest Edge Homeowners' Association, Inc. as a non-profit corporation under the provisions of the Ohio Revised Code, as the same may be amended from time to time.

**1.3.3** **"Assessment"** means a fee levied by the Board against an Owner pursuant to Article V.

**1.3.4** **"Association"** shall mean and refer to South Forest Edge Homeowners' Association, Inc., its successors and assigns.

**1.3.5** **"Board"** shall mean the Board of Directors of South Forest Edge Homeowners' Association, Inc., which shall also be known as the "Board of Directors".

**1.3.6** **"By-Laws"** shall mean the By-Laws of the Association attached as Exhibit C in effect as of the date of recording of this Declaration, as the same may be amended from time to time by a vote of the Owners.

**1.3.7** **"Common Areas"** shall mean and refer to the real estate owned by the Association either in fee or easement, which may include entrance walls, signs, landscape mounds, Storm Water Facilities, mailboxes, roads, a caretaker's shed, a pedestrian bridge, and landscaping constructed for the common use and enjoyment of the Owners, such areas designated as "common areas", "open space", or "green space" on the record plat or plats for the Property, and any additional areas annexed hereunder and designated as common area(s).

**1.3.8** **"Common Expenses"** means the cost of:

Administration, maintenance, management, operation, repairs, replacements, restoration, and improvements to the Common Areas including utility service and insurance;

Management and administration of the Association, including, but not limited to, compensation paid by the Association to a managing agent, accountant, attorney, contractor or other service provider;

Any insurance required herein to be carried by the Association;

The establishment of a reasonable reserve fund to cover or defray the cost of construction, repair, or maintenance of any capital improvement or any unanticipated emergency cost for which the Association is responsible; and

Any other items specified in this Declaration or the By-Laws or otherwise determined by the Board to be defined as a common expense.

**1.3.9** **"Development Period"** shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of: (a) December 31, 20____; or (b) the day next following the day on which the Declarant owns no part of the Property.

**1.3.10** **"Director" and "Directors"** shall mean that person or those persons serving, at the time pertinent, as a director or directors of the Association, and shall mean that same person or those persons serving in the capacity of a member of the Board of Directors of the Association.

**1.3.11** **"Living Unit"** shall mean and refer to a single-family residence designated and intended for use and occupancy as a residence.

**1.3.12** **"Lot"** shall mean and refer to any parcel of land upon any recorded subdivision plat of the Properties containing a Living Unit.

**1.3.13** **"Member"** shall mean any one of those Owners who are Members of the Association as provided in Article IV hereof.

**1.3.14** **"Owner" or "Lot Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**1.3.15** **"Properties" or "Property"** shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The "Property" is described in Exhibit A.

**1.3.16** **"Rules and Regulations"** mean the administrative rules and regulations enacted by the Board pursuant to the authority therefor in this Declaration.

**1.3.17** **"Storm Water Facilities"** shall mean and refer to storm sewers, storm sewers swales, streams, ditches, catch basins, drainage lines, man holes and detention basins situated on Common Area property or storm sewer easements or drainage easements encumbering certain of the Lots as designated on the record plat or plats for the

Property and owned by the Association for the common use and enjoyment of the Owners.

**1.3.18 "Turnover Date"** is the date upon which the Declarant turns control of the Association over to the Members. The Turnover Date shall be the earlier of the date upon which all Lots have been sold by the Declarant or __________ (_____) years from the date this Declaration is recorded. Declarant may choose to turn control of the Association over to the Members at an earlier date of its choosing.

## ARTICLE II.
## PROPERTY DEVELOPMENT – ANNEXATION

**Section 2.1. Property Subject to Declaration.** The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the County of Butler, State of Ohio, and is more particularly described in Exhibit A attached hereto and by this reference made a part hereof.

**Section 2.2. Annexation of Additional Property.** Additional property may be annexed with the consent of fifty-one percent (51%) of the Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described Property. The scheme of the within Covenants and Restrictions shall not be extended to include any such additional property unless and until the same is annexed to the real property described in Exhibit A as hereinafter provided.

Any annexations made pursuant to this Article shall be made by recording a supplement to this Declaration with the Recorder of Butler County, Ohio, which supplementary Declaration shall extend the scheme of some or all of the within covenants and restrictions to such Additional Property. Such supplementary Declaration may contain such additional covenants, conditions, restrictions, easements, assessments, charges and liens as the Declarant shall deem appropriate.

**Section 2.3. Additional Common Areas.** Declarant shall have the right, from time to time, during the Development Period, to convey to the Association for nominal or other appropriate consideration, and the Association shall accept conveyance of, any property or interest in property owned by Declarant along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property shall constitute Common Areas.

## ARTICLE III.
## PROPERTY RIGHTS

**Section 3.1. Owner's Right of Enjoyment.** Every Owner and, in the case of rented Lots, such Owner's tenants, shall have a right to an easement for the enjoyment of, in, and to the Common

Areas, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

**3.1.1** The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of maintaining, repairing, replacing, or improving the Common Areas. The Board of Directors may borrow money and pledge the collection of assessments or mortgage the Common Area as collateral.

**3.1.2** The right of the Association to take such steps as are reasonably necessary to protect the Common Area against mortgage default and/or foreclosure.

**3.1.3** The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration, provided, however, that no such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of the total number of votes held by the Members has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to each Member at least ninety (90) days prior to the taking of any action. Provided further, that the granting of easements for public utilities or for other public purposes consistent with the intended use of such Property by the Association should not be deemed a transfer within the meaning of this Article, and such action requires only the approval of the Board of Directors of the Association.

**3.1.4** The rights of the Association and Owners of Lots to a perpetual easement over any Common Areas for such portions of their Living Units that may overhang or encroach on said Common Areas and for necessary pedestrian and automotive ingress and egress to and from such Living Unit over said streets, driveways and walkways of said Common Areas and for gas, electric, telephone, water, sewer, drain, cable television connections, and other utility conduits with rights to repair, maintain, and replace same, as they may be established over, upon, and through the said Common Areas or other Lots, which rights are hereby expressly established, granted, and reserved for the benefit of the individual Lots.

**3.1.5** The right appurtenant to each Lot to a perpetual easement for reasonable ingress and egress over the Common Areas and from the Lot and Common Areas, for both pedestrians and vehicles, and the right appurtenant to each Lot to a perpetual easement over and through each Lot and Common Areas to maintain, repair and replace forever any improvements made to the Lot which encroach upon or overhang the Common Areas. Further, each Lot and all of the Common Areas are subject to a perpetual easement over and through such Lot and Common Areas in favor of the Association, its successors and assigns, for the performance of maintenance, repair and replacement of improvements, and for which the Association is responsible, upon any Lot or Common Area.

**3.1.6** The right of the Association to enter into any Living Unit at any time for the purpose of repairs or saving of property where there is an emergency which effects or threatens that Living Unit or any other Living Unit.

**3.1.7** Easements and restrictions of record.

**3.1.8** The right of the Association to grant additional easements over the Common Areas as provided herein.

**3.1.9** The right of the Association, through its Board of Directors, to adopt rules and regulations pertaining to the use of the Common Area and the maintenance and use of the Lots and Living Units.

**3.1.10** The right of the Association to suspend the voting rights and the rights to use the Common Areas for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published Rules and Regulations, provided that the rights set forth in Section 3.1.5 shall not be suspended.

**3.1.11** The right of the individual Owners to the exclusive use of parking spaces as provided herein.

**Section 3.2.** **Parking Rights.** Ownership of each Lot on which is located a Living Unit shall entitle the Owner thereof to the exclusive automobile parking privilege in that portion of any driveway exclusively servicing such Lot. Ownership of each Lot includes the exclusive right to use the driveway and garage located upon the Lot. The Association, in its discretion, may designate additional vehicle parking spaces generally available for parking by Owners or specifically appurtenant and for exclusive use (temporarily or permanently) to any Lot or Lots or for the use of visitor or other parking.

**Section 3.3.** **Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment in and use of the Common Areas to the members of his family, guests, and his tenants or contract purchasers who reside on the Lot, provided that in the instance of a delegation to tenants or contract purchasers who reside on the Lot, the Owner's right of enjoyment and use of the Common Areas and that of his family and guests shall be suspended unless the Owner shall likewise reside on the Property, subject however to the provisions of Section 3.1.10.

**Section 3.4.** **Title to Common Areas.** The Association shall own fee simple title to the Common Areas.

**Section 3.5.** **Right to Grant Easements.** The Declarant and the Association, without the consent of any Owner, shall have the right at any time to grant easements, exclusive or non-exclusive, limited to utility easements (including cable television), green belt easements, sign easements, or access easements, roadway easements over the Common Areas and Lots which are reasonably beneficial to the Owners or the Association.

## ARTICLE IV.
## THE ASSOCIATION

**Section 4.1.** **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 South Forest Edge Homeowners' Association, Inc. The purposes of the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to enforce the restrictive covenants.

**Section 4.2.** **Members.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**Section 4.3.** **Powers of the Association.** The Association may:

**4.3.1** adopt and amend By-Laws for the government of the Association, the conduct of its affairs, and the management of the Property;

**4.3.2** adopt rules and regulations for the use and enjoyment of the Common Area and to enforce violations of the Rules and Regulations and restrictions as against the Owners and occupants;

**4.3.3** adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

**4.3.4** borrow money for the purpose of maintaining or improving the Common Areas;

**4.3.5** hire and discharge managing agents and other employees, agents and independent contractors;

**4.3.6** institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Owners on matters affecting the Property;

**4.3.7** make contracts and incur liabilities;

**4.3.8** regulate the use, maintenance, repair, replacement and modification of the Common Areas and other rights as set forth herein;

**4.3.9** cause additional improvements to be made as part of the Common Areas;

**4.3.10** acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

**4.3.11** impose charges for late payments of Assessments and, after notice and an opportunity to be heard, levy reasonable Enforcement Assessments for violations of the Declaration, By-Laws, and Rules and Regulations of the Association;

**4.3.12** impose reasonable charges for the preparation and recording of amendments to the Declaration or for statements of unpaid Assessments;

**4.3.13** provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;

**4.3.14** assign its right to future income, including the right to receive Annual Assessments;

**4.3.15** exercise any other powers conferred by the Declaration, By-Laws or Articles of Incorporation;

**4.3.16** exercise all other powers that may be exercised in this state by nonprofit corporations;

**4.3.17** exercise any other powers necessary and proper for the governance and operation of the Association;

**4.3.18** enforce the terms of the Restrictions herein.

**Section 4.4.** **Classes of Members; Voting.** The Association shall have two classes of voting membership:

**4.4.1** Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**4.4.2** Class B Members shall be the Declarant and the Declarant shall be entitled to five (5) votes for each Lot owned; provided, however, that the Class B membership shall terminate after the Class A Members are entitled to elect all of the Board. At such time as Class B membership shall terminate, the Declarant, for any Lot owned, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

## ARTICLE V.
## ASSESSMENTS

**Section 5.1.** **Covenant for Assessments.** Each person, group of persons, or entity who becomes an Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Individual Assessments; and (3) Special Assessments. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the assessment fell due. The Board shall fix the amount of the assessment thirty (30) days before the assessment period begins. The Board shall promptly send reasonable notice to at least one (1) Owner of each Lot of the amount of the total assessment against the Lot for the particular assessment period.

**Section 5.2.** **Annual Assessments, Purposes.** The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic, scenic, and functional qualities of the development.

To carry out these purposes, an Annual General Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Areas, including, but not limited to, the payment of taxes, insurance and fidelity bonds, and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and including the maintenance, repair and landscaping of Storm Water Facilities as well as private streets and rights of way. Such assessment shall also be used for the purpose of maintenance as provided in Article IX, and for providing such additional matters, consistent with the general purposes of the Annual Assessment, as may be approved by the Board or in writing by not less than a two-thirds vote of the Members.

**Section 5.3.** **Annual Assessment.**

**5.3.1** The amount of the Annual Assessment shall be levied by the Board on such Lots in such amount as may be necessary, in the determination of the Board, to carry out the purposes of the Annual Assessment.

**5.3.2** The assessment shall be fixed at a uniform rate based upon the number of Living Units situated on the Lots and may be billed in advance on a monthly, quarterly or annual basis. Annual Assessments and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association.

**Section 5.4.** **Negligence or Willful Neglect.** In the event that the need for the maintenance or repair of the Common Area or any portion of a Lot for which the Association has maintenance responsibility is caused through the willful or negligent act of the Owner, his family, tenants, guests or invitees, the cost of such maintenance or repairs (including costs incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become a part of the assessment against the individual Lot upon which the maintenance or repairs are performed.

**Section 5.5.** **Access to Lot.** For the purpose solely of performing the maintenance and repair required or authorized herein, the Association, through its duly authorized agents, employees, or subcontractors, shall have the right, without notice to the Owner, to enter upon any Lot at reasonable hours on any day.

**Section 5.6.** **Individual Assessments.** If an Owner of any Lot shall fail to repair and/or maintain the improvements on the Lot in a manner reasonably satisfactory to the Board of Directors, and the maintenance is not that to be provided by the Association for which assessments are levied, then the Association, after approval by sixty percent (60%) of all members of the Board, shall have the right, through its agents and employees, to enter upon the Lot and to repair and/or maintain the Lot and the exterior of the Living Unit and any other improvements. The cost of such exterior maintenance and repair (including charges incurred by the Association in gaining access to the Lot or Living Unit, including court costs and reasonable attorney's fees) shall be added to and become part of the total assessment on the Lot and shall be immediately due and payable to the Association upon demand. This remedy is in addition to any other remedy available to the Association.

**Section 5.7.** **Special Assessments.** In addition to the Annual Assessments authorized by this Article, the Association may levy in any assessment year Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or addition of a described capital improvement located upon the Common Areas, which cost has not otherwise been provided for in full as part of the Annual Assessment, including the necessary fixtures and personal property related thereto. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of Lots. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members, to be used solely for the purpose of the Special Assessment, and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly or annual basis.

**Section 5.8.** **Assessment of Declarant.** Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall be required to pay an assessment for any recorded Lot in which it has the interest otherwise required for Class A membership only in an amount equal to ten percent (10%) of the Annual Assessments and Special Assessments which the Association levies. The provisions of this Section shall not apply to the assessment of any Lot and Living Unit held by the Declarant for rental purposes and which is or has been occupied as a Living Unit, in which event the Declarant shall be required to pay the full amount of the assessments levied thereon.

**Section 5.9. Enforcement Assessment.** The Board shall have the authority to impose reasonable Enforcement Assessments for violations of the Declaration, the By-Laws, and the rules of the Association and reasonable Charges for Damage to the Common Areas or other property.

**5.9.1** Prior to imposing a Charge for Damages or an Enforcement Assessment pursuant to this Section, the Board of Directors shall give the Owner a written notice that includes all of the following:

**5.9.1.1** A description of the property damage or violation;

**5.9.1.2** The amount of the proposed Charge or Assessment,

**5.9.1.3** A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed Charge or Assessment;

**5.9.1.4** A statement setting forth the procedures to request a hearing pursuant to this Section.

**5.9.2** To request a hearing, an Owner shall deliver a written notice to the Board of Directors not later than the tenth ($10^{th}$) day after receiving the notice from the Board required by this Section. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a Charge for Damages or an Enforcement Assessment pursuant to this Section.

If an Owner requests a hearing, at least seven (7) days prior to the hearing, the Board of Directors shall provide the Owner with a written notice that includes the date, time, and location of the hearing.

The Board of Directors shall not levy a Charge or Assessment before holding any hearing requested pursuant to this Section.

**5.9.3** The Board of Directors may allow a reasonable time to cure a violation described in this Section before imposing a Charge or Assessment.

**5.9.4** Within thirty (30) days following a hearing at which the Board of Directors imposes a Charge or Assessment, or, if the Owner does not request a hearing, within thirty (30) days following the Board of Directors' decision to impose a Charge or Assessment, the Association shall deliver a written notice of the Charge or Assessment to the Owner.

**5.9.5** Any written notice that this Section requires shall be delivered to the Owner or any occupant of the Living Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

**Section 5.10. Annual Assessment Determination and Payments.** The Board may from time to time determine the manner and schedule of payments. It shall be the duty of the Board to periodically fix the amount of the assessment against each Lot for such assessment period, and the Board shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board. Though this Declaration shall stand as notice and perfection of such lien, the Association may also record a separate notice of lien to confirm its security interest in a Lot.

**5.10.1 Application of Payments**. The Association shall credit any amount it receives from an Owner in the following order:

To interest owed to the Association;

To administrative late fees or Enforcement Assessments owed to the Association;

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

To the oldest principal amounts the Owner owes to the Association for the assessments chargeable against the Living Unit or Lot.

**Section 5.11. Assessment Certificates.** The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessments a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid and the amount delinquent, if any. Such certificate shall be conclusive evidence of the status of the account. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

**Section 5.12. Non-Payment of Assessment.** Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with interest, late fees, cost of collection, and other costs as set out elsewhere in this Declaration, thereupon become a continuing lien upon the Lot which shall bind the Lot in the hands of the then Owner and the Owner's successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

If a Special or Individual Assessment is not paid within thirty (30) days after the due date, or if the Annual General Assessment is not paid within fifteen (15) days after the due date, a reasonable late charge shall be levied of not less than Fifty Dollars ($50.00) per month in each month for which any installment of any Assessment is delinquent. The Association may bring an action at law against the Owner personally obligated to pay any such assessment, or foreclose the lien against the Lot, in either of which events reasonable attorney's fees shall be added to the amount of each assessment. No Owner shall waive or otherwise escape liability for the assessments by non-use of the Common Areas or abandonment of his Lot or Living Unit. The lien of the Association is against not only the Lot but also any funds held for the benefit of the Lot.

**Section 5.13. Priority of Association Lien.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which becomes due prior to such sale or transfer with the exceptions that a) an Owner's personal liability therefor shall not be extinguished; and b) the Association shall be entitled to be paid its lawful share of any sale proceeds. The lien of the assessments provided herein may be foreclosed in the same manner as a mortgage on real estate in an action brought by the Association. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

**Section 5.14. Subordination of Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid assessments or charges accrued before the acquisition of title to the Lot by the mortgagee.

**Section 5.15. Capital Contribution and Assessment at Closing.** At the time of a closing on the purchase of a Lot, the purchaser of such Lot shall be required to pay a sum equal to two (2) months of the Annual General Assessment as such purchaser's initial capital contribution to the working capital of the Association. This assessment shall be used by the Association for its operating expenses. Such assessment is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account. Additionally, at the time of such closing, each purchaser of a Lot shall be required to pay a pro-rata share of the Annual Assessment for the balance of the current year to the extent that such assessment is not otherwise being collected by the Association. The Declarant shall be exempt from the assessments collected pursuant to this Section.

**Section 5.16. Preparation of Budget.** The Board of Directors must estimate the total amount necessary to pay the cost of all of the purposes of the Annual General Assessment required for the ensuing calendar year by December 1 of each calendar year, or another date as determined by the Board of Directors. The Board of Directors shall also determine the allotted amount necessary to be placed in the Association's capital fund for a reserve, contingency and replacements fund. If, during the course of the assessment year, it becomes evident to the Board that the adopted budget is insufficient to pay the expenses of the Association, the Board shall amend the budget and give all Owners notice thereof with at least thirty (30) days' notice of any change in the Annual General Assessment to be paid by the Owners. The failure or delay of the Board of Directors to prepare the annual budget shall not constitute a waiver or release of any Owner's obligation to pay any assessment due and owing to the Association. If the Board of Directors fails to timely prepare an annual budget, Owners shall continue to pay the Annual General Assessments at the existing rate established for the previous year until such time as a proper adjustment has been made.

**Section 5.17. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.** When the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title as a result of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be solely liable for the share of the common expenses or other assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to the Lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Lots, including that of such acquirer, its successors or assigns. However, the Association's lien rights may be asserted against surplus proceeds of any judicial sale or against any payments made by the mortgagee to the Owner in the case of a deed in lieu of foreclosure.

**Section 5.18. Liability for Assessments upon Voluntary Conveyance.** The personal obligation of each Owner to pay the assessment against the Lot shall pass to any subsequent grantee who takes title through contract, operation of law, or through any other method or instrument other than a court ordered deed in a foreclosure. The original Owner shall not be released from the obligation of the assessment, but instead will be jointly and severally liable with the subsequent grantee. However, any such grantee or proposed grantee shall be entitled to an assessment certificate as described elsewhere in this Article, and such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment made by the Association against the grantor in excess of the amount set forth in the assessment certificate for the period reflected in the assessment certificate. This Section shall not prejudice the right of the grantee to recover from the grantor the amounts paid by the grantee for the assessment which were also the obligation of the grantor.

**Section 5.19. Miscellaneous.**

**5.19.1** The Owner has the sole responsibility of keeping the Association informed of the Owner's current address. Notice sent by the Association to the Owner at the address of the Lot shall always be considered sufficient.

**5.19.2** The assessment lien includes all collection costs, including demand letters, preparation of documents, reasonable attorney's fees, court costs, filing fees, and any other expenses incurred by the Association in enforcing or collecting the assessment.

## ARTICLE VI.
## INSURANCE

**Section 6.1.** **Property and Casualty Insurance.** The Association shall purchase, for all Owners' benefit, an "all risk" or "special form" policy that includes blanket insurance coverage on all buildings and structures, fixtures and equipment, and Living Units equivalent to one hundred percent (100%) of the current replacement cost for fire, lightning, and extended coverage. This coverage shall include physical improvements and betterments, wall and floor coverings, fixtures, and built-in appliances and cabinetry. The Association's policy shall exclude the contents of the Living Unit. The Owners shall be responsible for insuring their personal contents, personal liability for events occurring within the Living Unit, dwelling expenses insurance, and the deductible portion of any claim covered by the Association's policy. The proceeds of the policy shall be used to restore or replace any building, Living Unit, or Common Area damaged or destroyed by any peril covered by the insurance. The policy shall have a reasonable deductible set at the discretion of the Board of Directors.

Such insurance shall be in such amounts at all times sufficient to prevent the Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision.

The cost of all insurance provided for herein shall be a Common Expense. Any and all potential insurance claims must be submitted to the Board of Directors.

The policy shall further provide that the insurer waives the right to subrogation against an Owner or a member of the Owner's household.

**Section 6.2.** **Liability Insurance.** The Association shall purchase a comprehensive policy of public liability insurance covering the Common Area, but not the Lots or Living Units, insuring the Association, Directors, and Owners and members of their respective families, tenants and occupants in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location, and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

**Section 6.3. Other Insurance.** In addition, the Association shall purchase contractual liability insurance, Directors' and Officers' liability insurance, employee dishonesty and/or fidelity bond coverage in not less than the cash value of the reserve account, and such other insurance as the Board may deem desirable from time to time.

**Section 6.4. Owners Insurance.** Any Owner, tenant, or occupant must purchase insurance in addition to that provided by the Association consisting of an HO6 policy with **Dwelling Coverage (Improvements or Betterments; Additions and Alterations)** Special Form, which changes the policy form from Named Perils to "All Risk" subject to exclusions and with the Real Property Limit sufficient to cover the deductible on the Association's policy. However, no Owner, tenant, or occupant of any Living Unit may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried by the Association. Owners are responsible for any deductibles relating to their personal property insurance policies.

**Section 6.5. Insufficient Insurance.** In the event the property covered by the policy suffers damage or destruction from any cause or peril which is either not insured against or for which there are insufficient insurance proceeds, then the Association shall advance such costs in excess of available insurance proceeds. The amount advanced by the Association shall become a Special Assessment against all of the Lots, and this assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as for the nonpayment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

## ARTICLE VII.
## ARCHITECTURAL CONTROL

**Section 7.1. Approval Required.** No building, fence, wall, deck, structure or other exterior improvement or landscaping shall be commenced or erected upon the Properties by an Owner; nor shall any exterior addition to or change be made by an Owner until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Board. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth and the design review criteria established from time to time by the Board. Except as otherwise provided in the Declaration, in the event that the Board fails to approve or disapprove said plans and specifications within sixty (60) days after submission, approval will not be required and this Article shall be deemed fully complied with, provided such improvement complies with the General Requirements of Section 7.3.

The plans and specifications to be submitted shall be in such form and shall contain such information as the Board may reasonably require.

**Section 7.2. Approval - Not a Guarantee.** No approval of plans and specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. The Association shall not be responsible or liable for (a) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article; (b) any loss or damage to any person arising out of the approval or disapproval of any plans or specifications; (c) any loss or damage arising from the non-compliance of such plans and specifications; (d) any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations; or (e) any defects in construction undertaken pursuant to such plans and specifications.

**Section 7.3. General Requirements.** The following requirements shall be applicable to the Owners' conduct upon the Properties:

**7.3.1 General Conditions.** Except for Lots designated as Common Area, no building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling with a private garage suitable for parking not less than two (2) cars which is to be attached to the principal dwelling.

No improvement of any kind shall be erected, altered, placed or permitted on the Common Areas by an Owner.

**7.3.2 House Placement and Yard Grading.** Living Units and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate governmental authorities of the City of Oxford.

**7.3.3 Driveways.** All driveways shall be surfaced with concrete.

**7.3.4 Water Discharge.** Storm water must be disposed of in accordance with drainage plans established by the Declarant, the Association, or the City of Oxford.

**7.3.5 Radio and Television Antennas.** All television and radio antennas, including CB radio antennas, must be enclosed within the Living Unit located on the Lot. Satellite dishes shall be permitted on any Lot, provided they are installed in compliance with the following criteria: (a) the diameter of the dish does not exceed one (1) meter; (b) it is screened from view of all adjacent Lots; and (c) it is either (i) attached to the Living Unit; or (ii) located on the Lot.

**7.3.6 Basketball Equipment.** No permanent or temporary basketball hoops, goals, poles, brackets, or backboards, whether free-standing or attached to the Living Unit, are permitted.

**7.3.7 Air Conditioning and Heat Pump Equipment.** Such equipment shall be located only in side or rear yards. Window air conditioning units shall not be permitted.

**7.3.8 Awnings.** No metal or plastic awnings for windows or doors may be erected or used. Retractable canvas awnings may be used on any Lot over the deck area subject to prior written approval of the Association.

**7.3.9 Fences.** No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon any Lot. This Section shall not apply to decorative fences or retaining walls installed by the Declarant or a builder in connection with the development of the Property.

**7.3.10 Exterior Carpeting.** No exterior carpeting shall be allowed.

**7.3.11 Lighting Exterior.** Yard lights in excess of 50 watts are prohibited, except for street lights installed in a right-of-way.

**7.3.12 Zoning.** All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes, including all prior plans approved by the City of Oxford.

**7.3.13 Variances.** In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Section 7.3. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

## ARTICLE VIII.
## USE RESTRICTIONS AND MAINTENANCE

The Property shall be subject to the following restrictions:

**Section 8.1.** **Purpose of Property.** Except for Lots designated as Common Areas, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. Notwithstanding the above, an occupant maintaining a personal or professional library, keeping personal business or professional records, or conducting personal business or professional telephone calls or correspondence, in or from a Living Unit, shall not be a violation of these restrictions. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area (e.g. family room, bedrooms, offices or recreational rooms).

**Section 8.2.** **Nuisance.** No noxious or offensive trade or activity of any kind shall be engaged in or carried on upon any Lot or within a Living Unit, nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners.

**Section 8.3.** **Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs, cats and other household pets must be kept within the confines of the Owner's Living Unit, except when being held on a hand leash by the person attending the animal. A Lot Owner shall be responsible for cleaning up after his household pet. Notwithstanding the above, the Association shall have the right to promulgate rules and regulations pertaining to the size, number and type of such household pets and the right to levy Enforcement Assessments against persons who do not clean up after their pets. Additionally, the right of an occupant to maintain an animal in a Living Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on other Living Units or occupants.

**Section 8.4.** **Signage.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than four (4) square feet advertising the Lot for sale.

**Section 8.5.** **Trash.** No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot. Trash, garbage, and recycling shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection. Notwithstanding the preceding provision, such containers must be set out at curbside for collection after 4:00 pm the evening prior to collection and be removed by 6:00 pm on the day of collection.

**Section 8.6.** **Prohibited Accessory Structures.** No permanent or temporary building, tent, storage shed, free standing greenhouse, or swimming pool shall be erected or permitted to remain upon a Lot or the Common Area. Decks are permitted provided they are located upon a Lot and approved by the Board pursuant to Article IX.

**Section 8.7.** **Automobiles, Recreational Vehicles, Boats, Travel Trailers.** No recreational vehicle, mobile home, boat, unlicensed vehicle, travel trailer, or commercial vehicle shall be parked or stored on any Lot for a period in excess of forty-eight (48) hours during any calendar month unless the same is in the garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless such trucks are kept in the garage and completely out of view.

No vehicle in inoperable or unlicensed condition shall be stored on any Lot for a period in excess of five (5) days unless the same is in the garage and completely out of view.

**Section 8.8.** **Garage and Yard Sales and Holiday Decorations.** There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period. Holiday lights and decorations shall be regulated by the Board of Directors by rules and regulations, which the Board is specifically empowered to enact.

**Section 8.9.** **Obstruction of Easements and Drainage.** No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard the direction or flow of any drainage channels in the easement area.

**Section 8.10.** **Exterior Surfaces; Appearance.** Owners shall not cause or permit anything to be hung or displayed on the outside walls or windows of a Living Unit. Owners shall not permit any curtains, shades or other window coverings to be hung inside or outside any windows that will show any colors other than those approved by the Board.

**Section 8.11.** **Leasing.**

**8.11.1** In order to (i) protect the equity of the individual property owners in South Forest Edge; (ii) to carry out the purposes for which South Forest Edge was formed by preserving its character as a homogeneous residential neighborhood of predominantly owner-occupied homes and by preventing the Property from assuming the character of a renter-occupied apartment complex; and (iii) to comply with the eligibility requirements for financing in the secondary mortgage market, insofar as such criteria provides that the project be substantially owner-occupied, leasing of the Lots shall be governed by the restrictions imposed by this Section.

**8.11.2** Only three (3) Living Units may be leased at any given time.

**8.11.3** Notwithstanding the limitation set forth in the preceding Section, the Board of Directors shall be empowered to allow reasonable leasing of any Lot to avoid undue hardship, including, but not limited to (i) where an Owner must relocate his or her residence and cannot, within ninety (90) days from the date the Lot was placed on the market, sell the Lot for the current appraised market value, after having made reasonable effort to do so; (ii) where the Owner dies and the Lot is being administered by his or her estate; and (iii) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside at the Living Unit, in which case the Owner must reapply at the end of each lease term for renewal of the hardship exception. In the event that the Board approves a hardship exception, the Board has the authority to approve the actual lease agreement. As a condition of the granting of an undue hardship leasing exception, the applying Owner must have resided in the Living Unit for the twenty-four (24) months prior to application.

**8.11.4** With respect to those Owners who are permitted to rent their Living Units, the Board shall have the authority to make and enforce reasonable Rules and Regulations and to levy Enforcement Assessments, in accordance with the Declaration and By-Laws, for violation of those Rules and Regulations.

**8.11.5** Any lessee or tenant of a Lot shall in all respects be subject to the Declaration, By-Laws, and all Rules and Regulations as are from time to time promulgated by the Association or Board of Directors as though such lessee or tenant were an Owner. The lease of any Lot shall be in writing and in a form approved by the Board, and a copy of the lease must be filed with the Board of Directors. Such lease shall provide that the violation of any provision of the Declaration, By-Laws, or the Rules and Regulations promulgated thereunder shall constitute a default under the lease, giving the Association the right to evict the lessee. In the event such lease does not include such provision, then, by means of this covenant on the Properties, such provision shall be deemed automatically included in such lease. Each Owner agrees, furthermore, to cause his or her lessee or persons living with such Owner or with his or her lessee to comply with the Declaration, By-Laws, and the Rules and Regulations promulgated thereunder and is responsible and liable for all violations and losses caused by such tenant or lessee, notwithstanding the fact that such occupants of the Lots are fully liable for any violation of the Declaration, By-Laws, and Rules and Regulations. Any Enforcement Assessments levied against a Lot and not paid by the Owner or lessee shall give rise to the Association's right to file a lien for non-payment.

**8.11.6** Any lease shall be for a minimum period of not less than one (1) year. No Living Unit may be leased for transient or hotel purposes, which shall include, without limitation, any rental where the occupants of the Living Unit are provided customary hotel service, such as room service for food and beverage, maid service, laundry and linen service, or bellboy service, such as and including VRBO or Air B&B, all of which are strictly prohibited. Occupancy of a Living Unit by a guest for no consideration while an Owner is out of town temporarily shall not be prohibited by this Section.

**8.11.7** The occupancy of a Living Unit by an immediate family member of the Owner(s) shall not be prohibited by this provision. "Immediate family member" shall mean father, mother, brother, sister, or children of the Owner(s). The occupancy of a Living Unit by the members of all of a limited liability company that owns the Lot shall not be prohibited by this provision. The occupancy of a Living Unit by the beneficiaries of a trust, the trustee of which holds title to the Lot, shall not be prohibited by this provision.

**8.11.8** Any first mortgagee of a Lot who becomes the Owner of that Lot by foreclosure of its first mortgage or a deed in lieu of foreclosure on its first mortgage shall be permitted to lease the Living Unit without having to demonstrate undue hardship, but any subsequent purchaser from the first mortgagee is subject to this Section.

**Section 8.12. Association's Right to Grant Easements.** Notwithstanding any other provision of this Declaration, the Declarant and the Association are authorized, without consent of the Members, to grant across, through or under any Lot or Common Areas any utility easement deemed by the granting party to be necessary or convenient in the development or enjoyment of the Properties, provided that no easement shall be granted above, through or under any Lot which materially restricts ingress and egress to such Living Unit or Lot.

## ARTICLE IX.
## EASEMENTS AND MAINTENANCE

**Section 9.1. Access Easements.** All Lots shall be subject to an access easement in favor of the Association for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Areas, Lots, and Living Units, including all improvements thereon. Such access easement shall also permit the Declarant or the Association to enter upon any Lot for the purpose of correcting grade and drainage patterns for the benefit of the entire Properties, provided that the Lot shall be restored with any pavement, grass or sod which shall have been removed.

**Section 9.2. Reservation of Easements.** The Declarant shall have and hereby reserves easements in favor of itself, the Association, and such other persons or entities as it may designate as follows:

In, on and over a twenty foot (20') wide strip of land on either side of all roadways on the Property for the purposes of access to construct, use and maintain, utilities, sidewalks, signage, lighting, landscaping and recreational uses and other uses deemed appropriate for or necessary to intergrade the Property into other real estate.

In, on and over all utility and drainage easements set forth on the Property for the installation and maintenance of utility and drainage systems.

**Section 9.3.** **Maintenance by Association.** The Association shall be responsible for the following care and maintenance of the Properties:

**9.3.1** Maintenance, repair and general upkeep of Common Areas and the improvements located thereon, and the cost of electric and water, as required.

**9.3.2** The Storm Water Facilities, in a manner satisfactory to the City of Oxford, Ohio Engineer, including the replacing of any piping and the maintaining of good appearance around these easement areas. The Association shall be responsible for any required maintenance of pipes, concrete gutters, fixtures or mechanical devices.

**9.3.3** Grass cutting, landscaping, and snow removal upon the Lots and Common Areas, except in enclosed or semi-enclosed patio areas or decks.

**9.3.4** Maintenance and replacement of all trees, whether located on the Common Area or the Lots.

**9.3.5** Maintenance of the landscaping upon the Lots, in the front and along the sides of the Living Units, including the trimming but not the replacement of shrubs.

**9.3.6** Snow removal from sidewalks, driveways, and private streets.

**9.3.7** Exterior maintenance of the Living Units as follows:

**9.3.7.1** Paint, caulk, repair and replace roofs, roof vents, chimneys, gutters, downspouts, exterior light fixtures, balconies and railings, stoops, patios and exterior wall surfaces, including tuckpointing of brick.

**9.3.7.2** Paint and caulk where necessary on exterior surfaces of doors and window frames.

**9.3.7.3** Perform other exterior maintenance as from time to time is determined by the Board of Directors of the Association to be reasonably necessary to maintain the Living Units consistent with funds available to the Association, such additional maintenance to be exercised uniformly for the benefit of all Living Units upon which it is being performed.

**9.3.8** Repair and replacement of private streets, driveways, and walkways.

**9.3.9** Maintenance of sewer lines serving the Living Units and Common Areas, but excluding individual service lines from the main line to each Living Unit.

**9.3.10** Maintenance of all gas and electric service lines from the individual meters to the main gas or electric supply, but excluding individual service lines from the meters to each Living Unit.

**9.3.11** Provide for disposal of trash/garbage with a central dumpster and/or municipal pick-up.

**9.3.12** Provide and pay for the share of administrative and management expenses attributable to carrying out the purposes of the Assessments.

**9.3.13** Provide for such additional matters, consistent with the general purposes of the Assessments, as may be approved in writing by not less than two-thirds (2/3) vote of the Members.

**Section 9.4.** **Exclusions.** Unless otherwise determined by the Board of Directors above, exterior maintenance shall not include:

**9.4.1** Structural repairs/replacements and/or waterproofing of any portion of the buildings; or repair and replacement or care of basement walls and floors or foundations;

**9.4.2** Repair, replacement or care of mechanical equipment and/or its pads and foundations, light bulbs, electric outlets, water sillcocks, window and door glass or screens;

**9.4.3** Repair, replacement or care of water service lines serving the individual Living Unit;

**9.4.4** Repair, replacement or care of operating parts of doors and windows;

**9.4.5** Cleaning or replacement of doors and windows;

**9.4.6** General cleaning or debris removal except upon the Common Area;

**9.4.7** Any care whatsoever to improvements or additions made other than by the Declarant in constructing the Living Unit.

**Section 9.5.** **Maintenance by Owners.** The Owners shall be responsible for the following care and maintenance of the Property:

**9.5.1** Additional landscaping in the front or sides of the Lots if installed by the Owner in the discretion of the Owner in addition to that provided by the Association.

**9.5.2** Maintenance of the landscaping upon the Lots, in the rear of the Living Unit, including shrubs, as installed by the Declarant or by the Owner, which may include flowers, gardens, and any other vegetation other than trees.

**9.5.3** Replacement of all shrubs on the Lot wherever located and by whomever planted.

**9.5.4** All other maintenance of the Living Unit and Lot for which the Association is not responsible to maintain.

## ARTICLE X.
## SPECIAL DECLARANT RIGHTS

**Section 10.1. Signs and Marketing.** The Declarant reserves the right for itself and its successors and assigns to post signs and displays in the Common Areas to promote sales of Lots and to conduct general sales activities in a manner as will not unreasonably disturb the rights of Lot Owners.

**Section 10.2. Control of the Association.**

**10.2.1 Appointment of Directors and Officers.** The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association until the sale of the last Lot to an Owner.

**10.2.2 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 the right to appoint and the actions which require Declarant's approval.

**Section 10.3. Right of Association to Remove or Correct Violations.** The Association may, in the interest of the general welfare of all of the Owners, enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating anything herein defined as a prohibited use or nuisance; provided, however, that no such action shall be taken without a resolution of the Board authorizing access to any Lot or property covered under this Section and reasonable prior notice to the Owner. Any charges incurred by the Association in correcting the violation hereunder (including court costs and reasonable attorney's fees) shall constitute a charge against the Lot and a personal obligation of the Owner thereof, and the Association shall have a lien upon the Lot for such expenses, including costs of collection of said lien amount, which lien shall be subordinate to first mortgages.

**Section 10.4. Declarant's Personal Property.** The Declarant reserves 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 reserves 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.

**Section 10.5. Additional Property.** For a period of twenty (20) years from and after the date this Declaration is filed for record, additional property, not limited to the Property described in Exhibit "B", may be annexed to the above-described Property by the Declarant without the assent of the Members of the Association, if any. Thereafter, such additional property may be annexed only with the consent of fifty-one percent (51%) of the Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described Property. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described in Exhibit "A" as hereinafter provided.

## ARTICLE XI.
## FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISIONS

**Section 11.1. "FHLMC".** The following provisions are included herein for the benefit of the holders of first mortgages on any Lot within that portion of South Forest Edge, Section One which is subject to the provisions of this Declaration, in order to permit compliance with the requirements of Federal Home Loan Mortgage Corporation (FHLMC) as a condition to the purchase of loans on Living Units. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and they may be altered, amended, revised or rescinded by actions of the Board, without approval of the Members of the Association, but only without such approval to the extent that such alteration, amendment, revision or rescission is necessary to comply with the requirements of FHLMC.

**Section 11.2. "FHLMC RIGHTS".** It is provided as follows:

Unless at least sixty-six and two-thirds percent (66-2/3%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners of the Living Units have given their prior written approval, the Association shall not be entitled to:

> **11.2.1** By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned, directly or indirectly, by the Association for the benefit of the Living Units (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause);

**11.2.2** change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

**11.2.3** by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, or the exterior maintenance of Living Units or the Common Area;

**11.2.4** fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

**11.2.5** use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area.

**Section 11.3.** First mortgagees of Living Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. All first mortgagees of Living Units shall be entitled to such reimbursement.

**Section 11.4.** No Owner, or any other party, has priority over any rights of any first mortgagee of a Living Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Common Area.

**Section 11.5.** A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual borrower of any obligation under the Declaration which is not cured within sixty (60) days.

## ARTICLE XII.
## GENERAL PROVISIONS

**Section 12.1. <u>Enforcement.</u>** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event that the Association must take any action to enforce a restriction, covenant, lien, or rule, the Association shall be entitled to recover all of its attorney's fees and court costs. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 12.2. <u>Severability.</u>** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 12.3. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

**Section 12.4. Amendment or Termination.** Except as provided in this Declaration, any provision of this Declaration may be amended in whole or in part by the Members representing at least seventy-five percent (75%) of the voting power of the Association.

The President of the Board shall determine whether the persons who have approved of any amendments this Declaration constitute the required percentage of Members. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded (a) the written instrument of amendment or termination executed in properly recordable form by the President of the Association; and (b) the certificate of the President of the Association that the Members representing at least seventy-five percent (75%) of the voting power of the Association have approved such instrument.

Notwithstanding the above, this Declaration may be amended at any time either during the Development Period by the Declarant or after the Development Period by the Board, without the vote of Owners, by a written instrument executed by the Declarant for any of the following purposes: eliminating or correcting any typographical or other inadvertent errors; eliminating or resolving any ambiguity; making minor or non-substantial changes; clarifying or modifying the use restrictions; clarifying Declarant's original intent; and/or making any changes 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 Mortgage Corporation, or any other agency that may insure or purchase loans on a Lot. No amendment for these purposes shall materially adversely affect any Owner's interest in his or her Lot, the Association or the Common Areas without that Owner's written consent. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering a 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 the Declarant to be necessary or proper to effectuate the provisions of this paragraph.

**Section 12.5. Professional Management Contracts and Other Contracts.** The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

*IN WITNESS WHEREOF,* ____________________, President of South Forest Edge Homeowners' Association, Inc., an Ohio non-profit corporation, executes this Declaration.

**4-LEAF DEVELOPMENT LLC,**
An Ohio Limited Liability Company

By: ______________________________
Printed: ______________________________
Its: Member

**STATE OF OHIO**

**COUNTY OF BUTLER**

The foregoing instrument was acknowledged before me this ____ day of __________, 2021 by __________________________, Member of **4-Leaf Development LLC**, an Ohio Limited Liability Company, by and on behalf of the corporation.

______________________________
**NOTARY PUBLIC**

*This instrument prepared by:*

***Amy Schott Ferguson, Esq.***
**Cuni, Ferguson & LeVay Co., L.P.A.**
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768 – *Telephone*
(513) 771-6781 – *Facsimile*
AFerguson@cfl-law.com – *Email*

The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

# STAFF REPORT

| | |
|---|---|
| ORIGINATING DEPARTMENT: | Assistant City Manager |
| PREPARED BY: | Jessica Greene |
| DATE PREPARED: | 8/10/2021 |
| COUNCIL MEETING DATE: | 8/17/2021 |
| AGENDA TITLE: | Countywide approach to address broadband disparities |
| BUDGETED AMOUNT: | |
| ACCOUNT CODE: | |
| RECOMMENDATION: | Approval |
| CITY MANAGER/DEPT HEAD APPROVAL: | DRE 8/13/21 |

DISCUSSION:

Accessible and affordable broadband is a lifeline to education, healthcare, and employment. The COVID-19 pandemic fully exposed the deficiency of broadband connectivity in Butler County and numerous residents were greatly impacted by the digital divide. This issue greatly impacted the Talawanda School District and the Oxford City Council donated $16,000 of our CARES funds to help provide mobile hotspots to youth in our school district and $327,186 to provide public wifi in city parks and certain neighborhoods.

Closing the digitial divide is a critical issue of economic vitality and health, and requires a regional approach. We cannot attract residents or businesses to our region without access to reliable internet service.

On Tuesday, August 3, 2021, representatives from several townships that are encompassed by the Talawanda School District met to discuss the limited access to broadband in our region. The result of this conversation was a proposed joint letter, from each of the jurisdictions in the Talawanda School District to the Butler County Commissioners asking for either:

The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

A. That they lead a Countywide RFQ effort to address the digital divide or
B. If that is not possible, support the pending Butler Rural Electric Cooperative proposal that will assist approximately 2,100 residents in the County through an existing partnership they have with Cincinnati Bell.

Attachment A is the proposed joint jurisdiction letter

Attachment B is the pending proposal from Butler Rural Electric Cooperative to the Butler County Commissioners.

We know that additional rural townships around the County are impacted by this issue and by joining together, we can work toward closing the digital divide, increasing equity and economic growth for all of Butler County.

Based on the County Commissioners' response, the City of Oxford may need to explore our broadband service within City limits and discuss our local goals regarding internet service. We currently have baseline broadband speeds within the city, but we have limited providers. Improving service may require a future financial commitment and this can be explored once partnerships and next steps are established.

At this time, we are asking Council to support the initiative by adding our signatures to this joint jurisdictional letter and attaching the resolution language when we mail the letter to the County Commissioners.

**RESOLUTION NO.**

A RESOLUTION REQUESTING THE BUTLER COUNTY COMMISSIONERS TO TAKE A COUNTYWIDE APPROACH TO ADDRESS BROADBAND DISPARITY.

WHEREAS, the Codiv-19 pandemic fully exposed the deficiency of broadband connectivity in Butler County and numerous residents were greatly impacted by the digital divide; and

WHEREAS, where the digital divide is greatest, citizens are disconnected from services vital to health and welfare; and

WHEREAS, access to broadband internet is a central factor in economic development leading to job growth and innovation; and

WHEREAS, broadband access is important to maintain energy security and quality of life for residents; and

WHEREAS, broadband speeds are defined as 25 Mbps download and 3 Mbps upload speeds and there are many residents in Butler County without access to this service. To prepare for future growth of the County, establishing 1Gigabit speeds should be the ultimate goal; and

WHEREAS, to address the broadband disparity, the County should address those who are not served with internet service and improve service for those who are underserved with limited or no internet providers; and

WHEREAS, the City of Oxford, Ohio, believes that a unified approach to this issue will address equity issues in healthcare and in access to education as well as drive economic growth in our entire region.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council hereby joins the Townships in the Talawanda School District to request that the Butler County Commissioners take active steps to address broadband disparities in Butler County and work to close the digital divide for its impacted citizens.

SECTION 2: Council hereby directs City Manager; Douglas R. Elliott, Jr. to sign a joint letter of request to the County Commissioners, listed in attachment "A" and to attach the record of this Resolution to the letter.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

**EXHIBIT "A"**

August 4, 2021

Dear Ms. Carpenter, Mr. Dixon, and Mr. Rogers:

On Tuesday, August 3, 2021, representatives from several townships that are encompassed by the Talawanda School District met to discuss the limited access to broadband in our region. Our jurisdictions are fully committed to working to close the digital divide in our region and we hope to work with the County to achieve this goal. We came away from this meeting with ambitious goals for our region.

Accessible and affordable broadband is a lifeline to education, healthcare, and employment. The COVID-19 pandemic fully exposed the deficiency of broadband connectivity in Butler County and numerous residents were greatly impacted by the digital divide. We especially felt this in the Talawanda School District and we believe this is a critical issue of economic vitality and health. We cannot attract residents or businesses to our region without access to reliable internet service.

To address the gap in broadband connectivity, we propose that the County lead a Countywide RFQ process to help our entire region address disparities in broadband internet access. If the County feels that taking a central role as a lead on an RFQ for this process is not the proper approach, then we recommend supporting the Butler Rural Electric Cooperative efforts. The pending request they have sent you will help address this disparity for approximately 2,100 residents and significantly move the needle toward addressing the digital divide in Butler County.

If the County agrees to take a central lead in this effort, we agree to explore committing a portion of our American Rescue Plan funds to the project. We believe that by working together, we can strengthen the economic health of our entire region and close the digital divide.

Thank you for your consideration. We look forward to discussing a possible Countywide partnership.

Sincerely,

Douglas R. Elliott, Jr.
City Manager, City of Oxford

Gary Salmon
President, Oxford Township Trustees

Brad Mills
President, Milford Township Trustees

Bruce Henry
Township Administrator, Hanover Township

Tim Miller
President, Reilly Township Trustees

Ed Theroux
Superintendent, Talawanda School District

**EXHIBIT "B"**

**Cincinnati Bell**
connecting what matters

July 8, 2021

Butler County Commissioners
315 High Street
Hamilton, Ohio 45011

Dear County Commissioners:

Please accept this letter as Butler Rural Electric Cooperative (BREC) and Cincinnati Bell's formal request for funding to continue the partnership we have developed by extending Cincinnati Bell's fiber network to provide high-speed broadband services to BREC members and county residents alike.

BREC and Cincinnati Bell entered into a partnership in January 2020 to extend high speed broadband to approximately 2,100 BREC member locations. The initial phase of the partnership will be completed in August 2021. The feedback from the BREC members who have purchased high-speed broadband from Cincinnati Bell has been amazing, and the extension of our fiber network has changed the broadband landscape in Butler County forever. The agreement between BREC and Cincinnati Bell resulted in subsequent conversations with Milford Township and Oxford Township representatives to extend fiber into their townships as well. Cincinnati Bell was able to reach an agreement with Milford Township to extend fiber to over 200 locations in the Darrtown area of Butler County, which was completed in June 2021.

BREC and Cincinnati Bell would like to continue the momentum we have developed over the last year by extending our fiber network to approximately 2,800 additional Butler County residents over the next 24 months. The requested funding from Butler County is $3,920,000 or $1,400 per county location constructed. Cincinnati Bell will be matching the funding request and will commit to at least an additional $4,000,000 to extend our fiber backbone network to deliver high-speed broadband service to Butler County residents and businesses.

As we have demonstrated over the last year Cincinnati Bell has unique expertise to partner with Butler County to continue what the BREC/Cincinnati Bell partnership started – connecting unserved and underserved areas of the County. Today, Cincinnati Bell is seeing on average over 50% of the locations constructed under the original partnership, order our high-speed broadband service. In some areas of the partnership within the county, we are seeing 70% of the residents order our service. It is obvious the need exists in the County for this broadband partnership!

Providing funding to continue the partnership with BREC will continue to change the Butler County community for many years to come. No longer will residents struggle with work from home due to lack of high speed broadband, students will be able to have access to remote learning, and residents will have access to telehealth services that today may not be a possibility due to lack of broadband.

The possibilities and benefits that expanding the deployment of high-speed internet to unserved and underserved areas of the County are endless.

BREC and Cincinnati Bell greatly appreciate the Commissioners consideration of this funding request..

Sincerely,

Thomas C. Wolfenbarger

Tom Wolfenbarger
Butler County Rural Electric Cooperative
General Manager

David A. Kramer
Cincinnati Bell
Director – Strategic Business Development

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

# STAFF REPORT

| | |
|---|---|
| **ORIGINATING DEPARTMENT:** | Community Development |
| **PREPARED BY:** | Zachary Moore |
| **DATE PREPARED:** | July 26, 2021 |
| **COUNCIL MEETING DATE:** | August 3, 2021 |
| **AGENDA TITLE:** | **PC-2021-19, FINAL PLANNED DEVELOPMENT, South Forest Edge Section One**, formerly referred to as Lake Forest Phase 1, 36 single-family condominium dwelling units, **4Leaf Development LLC**, Applicant |
| **CITY MANAGER/DEPT HEAD APPROVAL:** | DRE 7-29-21 |

**Proposal Summary:**

Property owner 4 Leaf Development LLC is requesting approval of a Final Planned Development application for the South Forest Edge Section One residential development project, previously referred to as "Lake Forest Phase 1" during the Preliminary review stage. The Final stage offers a more detailed perspective on the development, serving as a final check for Planning Commission and Council to ensure that the plan substantially conforms to the vision and layout previously approved and that all relevant conditions pertinent to the original approval have been satisfied. Like the Preliminary Plan, the Final Plan provides buildable areas for a total of 36 single-family homes, split between two phases and connected by a pedestrian bridge.

**Background:**

A Preliminary Planned Development application for Lake Forest Phase 1 was approved by City Council on March 2, 2021 by Ordinance No. 3613, subject to 12 conditions. The Planning Commission staff report included analysis and/or updates on each of these conditions, taking into account the more finalized plans submitted by the applicant as part of the Final Planned Development application. Originally, the applicant had proposed Lake Forest Phase 1 (now South Forest Edge Section 1) as a single-site condominium style of development, with no actual subdivision of land taking place. Following a meeting between staff and the applicant on July 9, it was determined subdivision of lots is actually intended, thus a Final Subdivision application will need to be submitted and processed at a later date that actually shows the new lot lines to be created. In other words, the units contained within the development will be "landominiums" instead of condominiums, whereby each resident will own both their own structure and the land on which it sits. Lot coverage compliance will need to be verified at the time of Final Subdivision application submittal.

**Planning Commission Recommendation:**

On July 13, the Oxford Planning Commission held an in-person public hearing and reviewed the case and the decision standards. Discussion and questions mostly revolved around the following subjects: (1) the recommended condition regarding building architecture, most specifically the prohibition of vinyl siding; (2) whether the proposed courtyard and benches in the central green satisfactorily fulfilled the Code requirement for an active amenity; (3) whether the developer would entertain a Neighborhood Conservation Overlay to ensure the resulting development would be non-student; and (4) verification of lot coverage compliance.

Mr. Scott Webb, who had been the applicant for the Preliminary application, provided comments to the Commission. Mr. Webb felt the Neighborhood Conservation Overlay was not the appropriate vehicle for maintaining the development as non-student housing, stating his view that the Overlay is meant to be pursued by the future residents, not by the developer. Provisions are included in the submitted HOA Declaration which would limit the number of rentals allowed.

Upon closure of the public hearing and following further discussion, the Commission voted 6-0-0 (with 1 member absent) to recommend approval of the application subject to the following 11 conditions:

1. Final PD Plan approval shall be valid for 5 years, with an opportunity for the Planning Commission to grant an additional 1 year extension per the Zoning Code.

2. Units accessed by Ashford Oak Drive and Aspen Path shall constitute Phase 1 and units accessed by Lilac Lane shall constitute Phase 2. Construction activity may occur in either Phase at any time and may be simultaneous; however, all above-ground infrastructure directly associated with each Phase, including streets, parking, lighting, and sidewalks shall be in place prior to approval of each Phase's first Building Permit. Exceptions are made for: (1) sidewalks and lighting along private streets, which may be built incrementally with the construction of each dwelling unit; and (2) infrastructure features contained within the central green area of Phase 1 which shall be completed no later than Building Permit approval of eighteen (18) of the twenty four (24) dwelling units planned within that Phase.

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Oxford, OH 45056

3. No more than twenty four (24) units shall receive Building Permit approval prior to construction of the pedestrian bridge linking Phases 1 and 2.

4. All landscaping shall be in place at an appropriate time per the timing of construction activity as determined by the Zoning Administrator.

5. All sidewalks shall have a minimum width of five (5) feet.

6. The cluster mailbox unit (CBU) serving Phase 2 (Lilac Lane) shall be relocated to the cul-de-sac, in proximity to where the pedestrian bridge walkway intersects the main sidewalk. An alternate location may be explored administratively if requested by USPS.

7. Street lighting and street trees shall be provided along the entire frontage of Lake Forest Drive leading up to Southpointe Parkway.

8. Building architecture shall generally conform to the style depicted in the submitted rendering.

9. On-street parking shall be prohibited on both sides of all new private streets.

10. The following shall be approved, signed and/or recorded as necessary prior to approval of the project's first Building Permit: (1) Final PD Plan; (2) Construction Drawings; (3) Financial Security for public and private improvements; (4) Right-of-Way Dedication Plat, Easement Plat, and/or Record Plat as appropriate; and (5) HOA Declaration/Agreement.

11. Notwithstanding the Final PD conditions listed above, all other Preliminary PD conditions per Ord No. 3613 shall remain valid to the development as may be applicable.

**ORDINANCE NO.**

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE PLANNING COMMISSION AND APPROVING THE FINAL PLANNED DEVELOPMENT APPLICATION FOR SOUTH FOREST EDGE SECTION ONE WITH CONDITIONS.

WHEREAS, Council hereby finds the Planning Commission held a public hearing on July 13, 2021 in accordance with Chapter 1145 of the Codified Ordinances of the City of Oxford, on the application of 4 Leaf Development LLC, for a Final Planned Development for South Forest Edge Section One consisting of 11.33 acres with 36 detached single-family condominium dwelling units; and

WHEREAS, the Planning Commission, after due deliberation found the application satisfied the basic code requirements in Chapter 1145 of the Codified Ordinances of the City of Oxford, and recommended approval of the Final Planned Development application for South Forest Edge Section One with conditions.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY ORDAINS THAT:

SECTION 1: Council hereby accepts the recommendation of the Planning Commission and further approves the Final Planned Development application for South Forest Edge Section One with the following conditions:

1. The validity of the Final Planned Development approval shall be extended from 1 year per the Zoning Code to 5 years, with an opportunity for the Planning Commission to grant an additional 1-year extension per the Zoning Code.
2. Units accessed by Ashford Oak Drive and Aspen Path shall constitute Phase 1 and units accessed by Lilac Lane shall constitute Phase 2. Construction activity may occur in either Phase at any time and may be simultaneous; however, all aboveground infrastructure directly associated with each Phase, including streets, parking **and** lighting~~, and sidewalks~~ shall be in place prior to approval of each Phase's first Building Permit. Exceptions are made for: (1) ~~sidewalks and~~ lighting along private streets, which may be ~~built~~ **installed** incrementally with the construction of each dwelling unit; and (2) infrastructure features contained within the central green area of Phase 1 which shall be completed no later than Building Permit approval of eighteen (18) of the twenty four (24) dwelling units planned within that Phase. **All sidewalks shall be completed within 5 years of the Final Planned Development approval.**
3. No more than twenty four (24) units shall receive Building Permit approval prior to construction of the pedestrian bridge linking Phases 1 and 2.
4. All landscaping shall be in place at an appropriate time per the timing of construction activity as determined by the Zoning Administrator.
5. All sidewalks shall have a minimum width of five (5) feet.
6. The cluster mailbox unit (CBU) serving Phase 2 (Lilac Lane) shall be relocated to the cul-de-sac, in proximity to where the pedestrian bridge walkway intersects the main sidewalk. An alternate location may be explored administratively if requested by the USPS.
7. Street lighting and street trees shall be provided along the entire frontage of Lake Forest Drive leading up to Southpointe Parkway.
8. Building architecture shall generally conform to the style depicted in the submitted rendering.

9. On-street parking shall be prohibited on both sides of all new private streets.
10. The following shall be approved, signed, and/or recorded as necessary prior to approval of the project's first Building Permit: (1) Final Planned Development Plan; (2) Construction Drawings; (3) Financial Security for public and private improvements; (4) Right-of-Way Dedication Plat, Easement Plat, and/or Record Plat as appropriate; and (5) HOA Declaration/Agreement.
11. Notwithstanding the Final Planned Development conditions listed above, all other Preliminary Planned Development conditions per Ordinance No. 3613 shall remain valid to the development as may be applicable.

SECTION 2: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY/JASON BRACKEN

PREPARED BY: LAW (STAFF)

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

# MEMORANDUM

**Community Development Department**
**513-524-5204**

TO: Oxford Planning Commission

FROM: Zachary Moore, AICP
Planner

DATE: July 9, 2021

**RE: PC-2021-19 | South Forest Edge Section One**

## Bridge Details

Attached to this memo are additional bridge construction plans and details received from the applicant following the release of the original July 13 meeting packet.

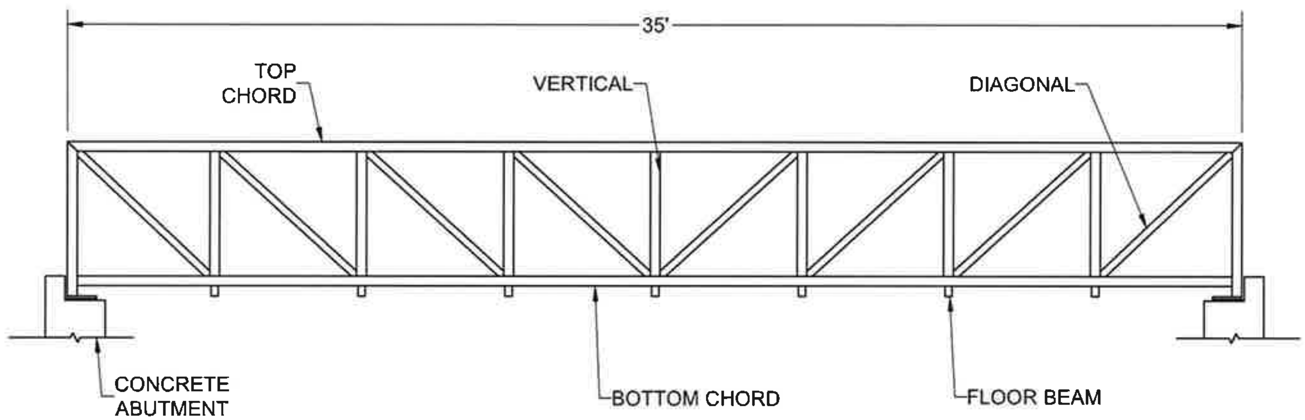
## Future Step for Final Plat

Staff met with the applicant on July 9 and determined it was likely land would actually need to be divided in order to create the building pads for the individual units. Previous to this, staff was under the impression that the proposal would constitute a "single site" development and thus wouldn't require any divisions of land, only right-of-way dedication and establishment of easements by way of an Easement Plat. Normally the division of land constitutes a subdivision, requiring both a Preliminary Subdivision review and a Final Subdivision review prior to recordation of a Final Plat.

In cases involving a subdivision that is also a Planned Development, such applications have been processed concurrently in the past and follow the exact same approval procedure entailing a recommendation from Planning Commission and a decision by City Council. Because the proposed development is also a Planned Development and has had infrastructure aspects extensively reviewed during the initial Preliminary Planned Development process, staff believes the Final Planned Development application can be considered as presented but then eventually followed by a Final Subdivision application which would depict the actual subdivision of land taking place to create fee simple lots for individual owners.

The primary concern to be worked out related to the division of actual lots is verifying maximum coverage compliance. The staff report addressed this topic by indicating that the maximum possible overall coverage for the development as proposed was 58%. The applicant intends to share their record plat exhibit soon so that a more definitive coverage estimate can be derived. The maximum coverage for residential developments per the Planned Development Chapter of the Zoning Code is 40%. The Preliminary Plan had only shown conceptual building footprints and driveways, which altogether constituted 31.4%. The applicant believes they can stay within the 40% limit. Staff can review the drafted record plat once prepared, to better verify coverage compliance.

**BRIDGE SUMMARY**
**Connector Pedestrian Bridge 35' Span x 6' Width**
**Deck Type:** Concrete
**Bridge Finish:** Painted Black




# BRIDGE ELEVATION

The graphic information and details contained in these plans is schematic in nature. The plans, elevations and sections have been developed automatically in a way that demonstrates your current input in a relative and proportional manner. The details included in these plans have been selected to represent commonly built construction assemblies. These are not Engineering drawings, and as such, the details may vary in the final design for your project depending on many variables that are selected in your final scope of work and specifications.

PRELIMINARY
NOT FOR CONSTRUCTION

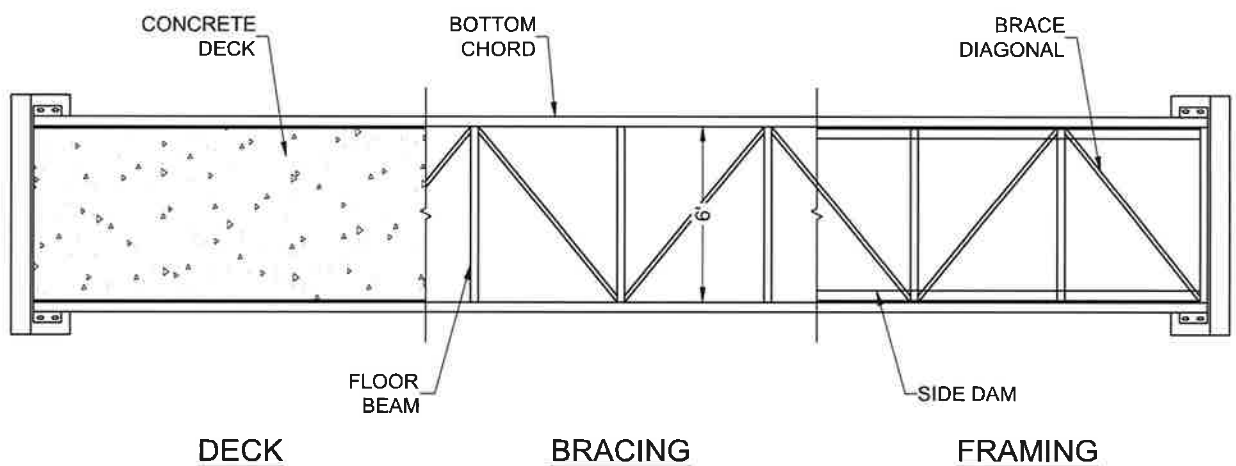
| MARK | DATE | REVISION DESCRIPTION | BY |
|---|---|---|---|
| | | | |

CONTECH ENGINEERED SOLUTIONS LLC
www.contechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

CONTINENTAL BRIDGE
CONTECH DYOB® DRAWING

Connector® 35' Span x 6' Width
South Forest Ddge
Pedestrian Bridge
Oxford, Ohio

| | |
|---|---|
| PROJECT NUMBER: 219875 | DATE: 7/6/2021 |
| DESIGNED: DYOB | DRAWN: DYOB |
| CHECKED: | APPROVED: |
| SHEET NO.: 1 OF 4 | |




# BRIDGE PLAN

The graphic information and details contained in these plans is schematic in nature. The plans, elevations and sections have been developed automatically in a way that demonstrates your current input in a relative and proportional manner. The details included in these plans have been selected to represent commonly built construction assemblies. These are not Engineering drawings, and as such, the details may vary in the final design for your project depending on many variables that are selected in your final scope of work and specifications.

PRELIMINARY
NOT FOR CONSTRUCTION

| MARK | DATE | REVISION DESCRIPTION | BY |
|---|---|---|---|

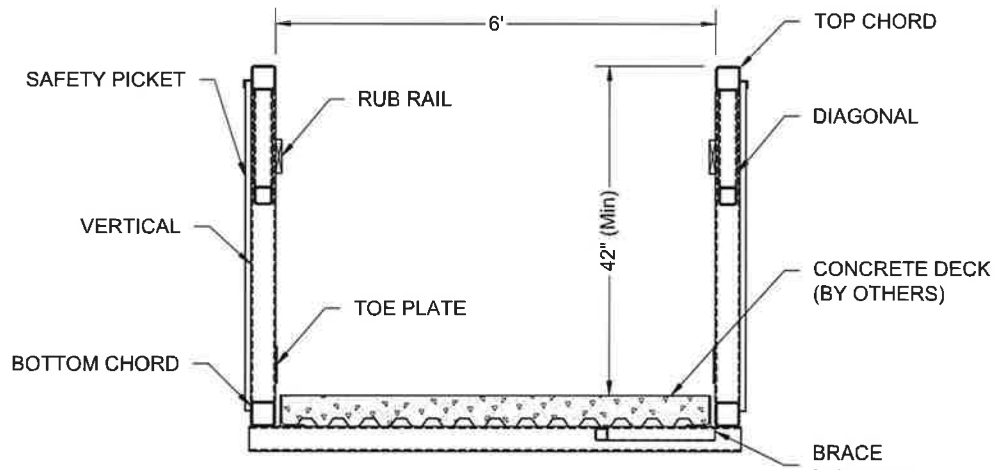
CONTECH ENGINEERED SOLUTIONS LLC
www.contechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

CONTINENTAL BRIDGE

CONTECH DYOB® DRAWING

Connector® 35' Span x 6' Width
South Forest Ddge
Pedestrian Bridge
Oxford, Ohio

| | |
|---|---|
| PROJECT NUMBER 219875 | DATE 7/6/2021 |
| DESIGNED DYOB | DRAWN DYOB |
| CHECKED | APPROVED |
| SHEET NO. 2 OF 4 | |




SECTION

The graphic information and details contained in these plans is schematic in nature. The plans, elevations and sections have been developed automatically in a way that demonstrates your current input in a relative and proportional manner. The details included in these plans have been selected to represent commonly built construction assemblies. These are not Engineering drawings, and as such, the details may vary in the final design for your project depending on many variables that are selected in your final scope of work and specifications.

| MARK | DATE | REVISION DESCRIPTION | BY |
|---|---|---|---|
| | | | |

CONTECH ENGINEERED SOLUTIONS LLC
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9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

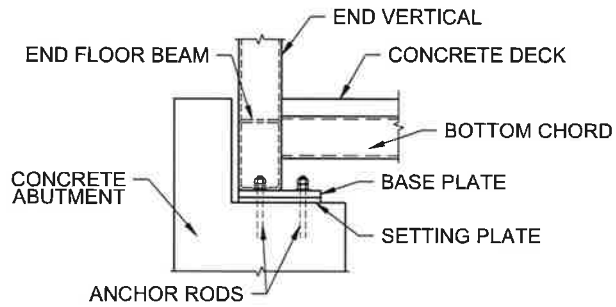
CONTINENTAL BRIDGE

CONTECH DYOB® DRAWING

Connector® 35' Span x 6' Width
South Forest Ddge
Pedestrian Bridge
Oxford, Ohio

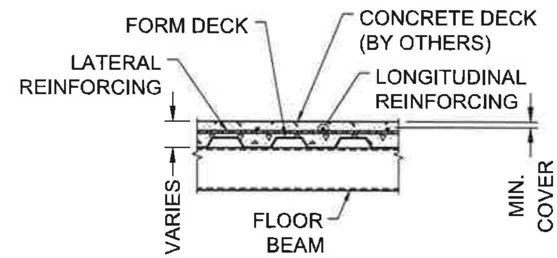
PRELIMINARY
NOT FOR CONSTRUCTION

| | |
|---|---|
| PROJECT NUMBER 219875 | DATE 7/5/2021 |
| DESIGNED DYOB | DRAWN DYOB |
| CHECKED | APPROVED |
| SHEET NO. 3 OF 4 | |

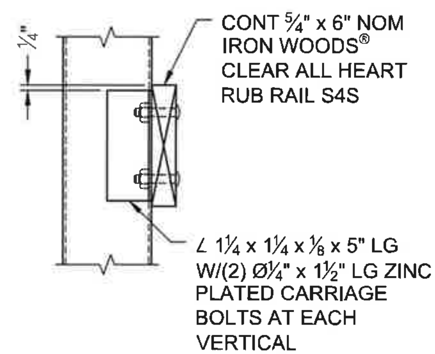



## BEARING SIDE VIEW

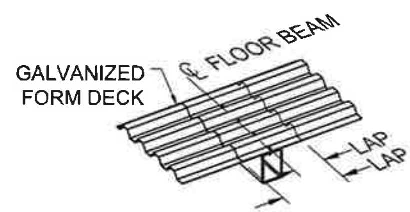
INFORMATION PROVIDED FOR REPRESENTATION ONLY.
ACTUAL BEARING DIAGRAMS TO BE BASED ON FINAL DESIGN.




## CONCRETE DECK REINFORCING




## RUB RAIL DETAIL




## FORM DECK DETAIL

The graphic information and details contained in these plans is schematic in nature. The plans, elevations and sections have been developed automatically in a way that demonstrates your current input in a relative and proportional manner. The details included in these plans have been selected to represent commonly built construction assemblies. These are not Engineering drawings, and as such, the details may vary in the final design for your project depending on many variables that are selected in your final scope of work and specifications.

PRELIMINARY
NOT FOR CONSTRUCTION

| MARK | DATE | REVISION DESCRIPTION | BY |
|---|---|---|---|

CONTECH ENGINEERED SOLUTIONS LLC
www.contechES.com
8025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

CONTINENTAL BRIDGE

CONTECH DYOB® DRAWING

Connector® 35' Span x 6' Width
South Forest Ddge
Pedestrian Bridge
Oxford, Ohio

| | |
|---|---|
| PROJECT NUMBER 219675 | DATE 7/5/2021 |
| DESIGNED DYOB | DRAWN DYOB |
| CHECKED | APPROVED |
| SHEET NO. 4 OF 4 | |

Case No:
PC-2021-19

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

Meeting Date:
July 13, 2021

# STAFF REPORT

**Community Development | Planning Commission**

## APPLICATION DETAILS

| | |
|---|---|
| **Applicant** | 4 Leaf Development LLC |
| **Location** | 1986 Lake Forest Drive – Parcel ID H4100143000006 |
| **Owner** | 4 Leaf Development LLC |
| **Engineer** | Bayer Becker, c/o Etta Reed, PE |
| **Action Request** | Final Planned Development (PD) |
| **Development Name** | South Forest Edge Section One |
| **Current Use** | Vacant Land |
| **Current Zoning** | R-2A Single- and Two-Family Medium Density Residential District |
| **Total Site Area** | 11.33 acres |
| **Surrounding Land Uses** | Single-Family Residential to the north and across US 27 to west; Vacant land across Lake Forest Drive to south and east |
| **Staff Recommendation** | **Approval**, subject to recommended conditions |

## PROPOSAL SUMMARY

Property owner 4Leaf Development LLC is requesting approval of a Final Planned Development application for the South Forest Edge condominimum project, previously referred to as "Lake Forest Phase 1" during the Preliminary review stage. The Final stage offers a more detailed perspective on the development, serving as a final check for Planning Commission and Council to ensure that the plan substantially conforms to the vision and layout previously approved and that all relevant conditions pertinent to the original approval have been satisfied.

Like the Preliminary Plan, the Final Plan provides buildable areas for a total of 36 single-family homes, split between two phases and connected by a pedestrian bridge. The developer's submitted application includes the actual proposed Final PD plan as a single sheet (which is to be eventually recorded with the Butler County Recorder), as well as construction drawings which are currently being reviewed administratively by City staff under a separate application. The construction drawings, although not constituting the official plan under consideration with this approval, provide additional details and context for staff, the Planning Commission, and Council to consider.

## PUBLIC COMMENTS

Public notices were mailed to surrounding property owners and a sign was posted at the front of the property. A public comment was received from Ms. Tami Kuginskie, who resides at 3926 Oxford Millville Road adjacent on the north side of the subject site.

## DEPARTMENT COMMENTS

Below are comments from City departments:

| Department | Respondent | Response |
|---|---|---|
| **Economic Development** | Seth Cropenbaker, Assistant to the City Manager | Returned with Comments |
| *The character of this development helps meet a critical need for affordable housing within the Oxford Community.*<br><br>*The planned development also includes a Home Owners Association that would provide for the outdoor maintenance of the properties, further supporting housing options/opportunities for populations with restricted access to home-ownership and upkeep.*<br><br>*The location of the development lends itself to ownership and occupancy by non-students, further addressing a housing need in Oxford.*<br><br>*With the information presented, the City's Economic Development staff support this project without concern.* | | |
| **Engineering** | Scott Otto, City Engineer | Returned with Comments |
| *The proposed construction plans show a 4' wide sidewalk along the private streets. A 5' wide sidewalk is the minimum width on public streets and is the typical minimum width used in recent PUD's or other developments.*<br><br>*Provide additional information for the proposed width and material of the pedestrian path and bridge between Lilac Lane and Ashford Oak Dr.*<br><br>*Development of an Easement Plat for this PUD will need to stipulate maintenance responsibility for water and sanitary sewer utilities within the proposed Utility and Access Easements.* | | |
| **Fire** | John Detherage, Fire Chief | Returned without Comments |
| | | |
| **Police** | John Jones, Police Chief | Returned without Comments |
| | | |

## SITE HISTORY

The site has been involved in numerous past applications and approvals by entities including the City of Oxford, as well as Butler County prior to annexation. A summary of relevant case history is provided below:

- **16 Dec 2004, Preliminary PUD Approval: Butler County Commissioners approve application from 4-Leaf Development LLC to rezone approximately 174 acres of land from A-1 to B-PUD**

**& R-PUD, by Res. 04-12-3188.** A few notable requirements included a boulevard connector road, density cap of 12 du/ac, screening/mounding to block view of the PUD from US 27 and adjoining properties, and a minimum 50-foot wide perimeter buffer. Originally the area was planned as a combination of residential and office "tech park" uses.

- **23 May 2006, Development Agreement: City of Oxford enters into a Development Agreement with 4-Leaf Development LLC and OXO1 Ltd.** The agreement provided that the property would be zoned consistent with the prior-approved PUD.

- **7 Aug 2007, Annexation & Zoning Map Amendment: City Council accepts annexation petition by Ord. No. 2965 and rezones PUD property to Oxford zoning classifications OI, R3, R1A, and R2A by Ord. No. 2966.** These zoning classifications were found to most closely align with the PUD previously approved by the County. The Planning Commission minutes and staff report at the time reflected staff's position that all areas rezoned to City zoning classifications should have a PUD overlay; however, the official adopted Ordinance did not give any mention to a PUD being retained.

- **2 March 2021, Preliminary Planned Development: City Council by Ord No. 3613 approves the Preliminary Planned Development application from Scott Webb, Architect for "Lake Forest Phase One" consisting of 36 detached dwelling units on 12.63 acres.** Council approved the request subject to 12 conditions, most notably a requirement for a Neighborhood Conservation Overlay or HOA restrictions to ensure variety of dwelling unit types/sizes as well as traditional single-family occupancy. The approval also mandated the HOA agreement be reviewed by City staff and the Law Director.

## COMMENTARY

Staff comments on site conditions and a number of key development aspects are provided below:

- **Conformance with Preliminary Plan:** Staff finds that the submitted Final PD Plan substantially conforms to the previously approved Preliminary PD Plan. The private street network remains virtually the same, while some building sites have slightly shifted position. The most notable difference between the two plans is the relocation of the cul-de-sac street intersection with Lake Forest Drive, moving approximately 15 feet further east to accommodate additional stacking distance for vehicles turning either left or right onto US 27. Following a decision on the Final PD, additional instruments/approvals will be necessary prior to beginning construction including a Dedication Plat to expand right-of-way along US 27, as well as an Easement Plat to record access and utility easements across the site.

- **Homeowners Association Declaration and Restrictions:** The applicant has included a draft HOA Declaration in the Final PD submittal. The Association will be established for the purpose of maintaining common areas including those for open space, streets, stormwater quality basins, and landscaping. The draft Declaration is currently under review by the Law Director. Community Development staff would like to note that the term "Lot" is frequently used in the Declaration, referring to separate parcels of land recorded on a subdivision plat; this term may not be an appropriate one, given that approvals up to this point have not acknowledged the proposed development as a subdivision. The term "Common Area" is also used to differentiate from areas devoted to Lots, where such areas would more directly fall under the responsibility of the HOA. Another key provision worth noting is in ***Section 8.11*** of the Declaration, which specifies that no more than 3 dwelling units may be leased at any given time, in order to prevent the complex from becoming predominately renter-occupied.

- **Landscaping/Screening:** The applicant has provided detailed landscaping plans for the site, including plantings along the perimeter of US 27 and Lake Forest Drive, within the storm water features, and in tree lawns along all private streets. It should be noted that street trees along Lake Forest Drive are not shown to extend all the way to Southpointe Parkway, stopping short near the northern extent of dwelling unit construction. The grading plan demonstrates that there will be mounding along perimeter frontages as originally proposed, though it is not clear from the contours what the resulting height will be. The Preliminary PD approval had also included a condition requiring an active recreational amenity and additional landscaping to be provided in the central green space; in response, the latest proposed plans show a new walkway spanning the middle of the green, with park benches and landscape beds.

- **Lighting:** A total of 7 light pole locations are depicted in the latest set of construction drawings. These are intended to be antique style (municipal grade Venia 4005) and will be limited to no more than 16 feet in height per Code. The Preliminary PD approval required lighting to be constructed along all private streets as well as along Lake Forest Drive. The provision of adequate lighting along Lake Forest Drive appears to be missing from the construction drawings.

- **Lot Coverage:** The Planned Development Code mandates that lot coverage be regulated according to the underlying zoning district, though for any residential portion it shall not exceed **40%.** The normal maximum lot coverage in the R-2A district is **35%**. The Preliminary PD Plan had shown conceptual building footprints and driveways to demonstrate how the coverage could be kept below the Code parameters, resulting in a preliminary coverage calculation of **31.4%.** Now at the Final stage, building footprints and driveway surfaces have been eliminated from the plan and instead translated into "buildable areas" within which dwelling units and other developed surfaces may be constructed. In addition, buildable areas are labeled as being "typical," meaning they are actually not locked into place, further complicating the verification of lot coverage compliance as the development is built out. At this time, when subtracting out all features which are confirmable as undeveloped and/or open space, the maximum resulting coverage for the entire site is around **58%**. Faced with this reality, the Planning Commission could choose to do one of the following: (1) accept 58% as the maximum possible coverage in the form of a waiver request, understanding that the actual resulting coverage could be much lower; or (2) mandate that building footprints and driveways be shown at the Final stage. Alternatively, the applicant could choose to pursue subdivision approval procedures to actually create separate fee simple lots on which residents could build homes, which would help to better frame not only coverage but also setback compliance.

- **Mail Delivery:** The plan shows two locations for Cluster Box Units (CBUs), one in the central green area (Phase 1) and one on Lilac Lane near the intersection with Lake Forest Drive (Phase 2). The CBU location in Phase 2 seems problematic, given its close proximity to the intersection. Staff recommends the CBU be relocated further down the street, positioned on the cul-de-sac bulb near the pedestrian bridge walkway.

- **Non-Vehicular Mobility:** Sidewalks are to be constructed on both sides of all new private streets, along the west side of Lake Forest Drive, and along the east side of US 27. The new sidewalk will connect to existing walkway at the far eastern end of Southpointe Parkway, which will enable residents to walk between developments and also reach the new gas station and retail currently under construction at 3600 Southpointe Parkway. The construction drawings also depict an access easement to be dedicated between Magnolia Drive and Lake Forest Drive, corresponding to one of the conditions of the Preliminary PD approval. Internal sidewalks along private streets are proposed to be 4 feet wide, while public sidewalks along Lake Forest and US 27 will meet the City's minimum width spec of 5 feet.

- **Open Space and Tree Preservation:** The proposed plan contains **2.82 acres** devoted to open space, or **24.9%** of the overall development site, which complies with the minimum 20% required for a Planned Development. Areas delineated as open space contain a variety of features, including stormwater quality basins, common space (central green), a pedestrian bridge, and a maintenance building. The Preliminary PD staff report spoke to the application of the City's recently adopted Tree Ordinance (Zoning Code Chapter 1148), mentioning the fact that the applicant had not provided a tree survey but was looking to provide open space around the dwelling units. With open space boundaries now more clearly delineated at the Final stage, this offers a more concrete look at the maximum reach/extent of building construction. If approved as proposed with only open space delineated but lacking either a tree survey component or a legal mechanism for conservation, this would be accepting the reality that additional trees on open space edges could very likely be cut down for the sake of construction activities and/or grading. In other words, the tree preservation and documentation requirements of Chapter 1148 could simply be waived, which is possible for the Planning Commission and Council to do per the flexibility afforded to Planned Developments. The general sentiment expressed by the Planning Commission during the Preliminary review was that the tree specimens observed on this site were not of a size or quality that seemed to warrant additional surveying or study, as opposed to land on the opposite side of Lake Forest Drive.

- **Signage:** No new signage details have been shared since approval of the Preliminary PD. If the developer chooses to install gateway-style signage in the future, staff recommends the standards of ***Section 1151.05(d)(2)*** apply even though this development is not technically a subdivision; this would allow for 1 freestanding sign per intersection with Lake Forest Drive.

- **Stormwater Management:** One of the Preliminary PD conditions pertained to soil suitability for the proposed water quality and storage functions on site. The submitted application for the Final PD contains correspondence from geotechnical firm S&ME specifying that soils in the vicinity of the northern water quality basin "will retain water for some time and are generally good ... for use as pond liners." During the Preliminary PD review, Butler S&W had expressed concern regarding the suitability of soils for the northern basin.

- **Sewer & Water Utilities:** The submitted construction drawings show proposed 8-inch sewer and water main locations throughout the development. Most of these fall within a 67.5-foot wide utility/access easement to be dedicated along the private streets, though some mains will need to be located within their own easements to traverse certain portions of the site. The City Engineer has commented that laterals serving individual units will be a private responsibility, even though these will be located within the 67.5-foot easement.

- **Streets & Traffic Circulation:** The proposed street network and traffic circulation is virtually the same as was presented during the Preliminary PD review. The width of the internal private streets has increased from 24 feet to 27.5 feet between the Preliminary and Final, though this increase is only due to the incorporation of rollback curbing. Access easements are planned at a width of 67.5 feet, to encapsulate streets, tree lawns, sidewalks, and front yard areas between buildings and sidewalks. The front yard setback (building line) is 20 feet from the back of street curbs.

## REVIEW OF PRELIMINARY PD CONDITIONS

The table below lists the 12 conditions that went with the Lake Forest Phase One Preliminary PD approval (Ordinance No. 3613). An update and/or analysis is provided for each based on the application contents submitted for the Final PD. Each condition is rated as either: **On Track**, meaning the Final PD has been appropriately revised or appropriate steps are currently underway or being taken by the applicant to fulfill the condition; or **Deserves Attention**, meaning there may be a lack of detail, or a judgment call to make regarding the fulfillment of the condition that the Planning Commission should consider.

<table>
<tr><th>Number</th><th>Condition</th><th>Status</th></tr>
<tr><td rowspan="2">1</td><td>The building height shall be regulated per the underlying zoning district.</td><td>On Track</td></tr>
<tr><td colspan="2">This condition only serves to help clarify application of code during administrative review of Building Permits. No action or discussion is needed from the Commission on this particular condition.</td></tr>
<tr><td rowspan="2">2</td><td>A variety of dwelling unit types/sizes, to include varying numbers of bedrooms per unit, shall be accommodated to ensure residential development conforms to the uses and intensity described in the application and supporting traffic study documentation as traditional single family the developer agrees to pursue a Neighborhood Conservation Overlay or HOA restrictions or similar measure.</td><td>Deserves Attention</td></tr>
<tr><td colspan="2">The applicant has provided the same dwelling unit renderings previously shared at the Preliminary stage, and has not provided any sample floor plans or other information that would communicate the range in number of bedrooms anticipated. The applicant did not previously submit a letter of intent to establish a Neighborhood Conservation Overlay during the Preliminary stage, nor was one included in the application at this stage. However, a provision is proposed in the draft HOA Declaration that would limit the number of rented units to no more than 3, with certain exceptions that may be approved by the HOA Board due to undue hardship, including: (1) when an owner has a residence on the market for 90 days and is unable to sell; (2) where an owner dies and the residence is administered by an estate; and (3) where an owner intends to take a leave temporary leave of absence and intends to return at a later date, in which case renewal is required by the HOA Board every lease term. Proposed leasing provisions can be found on pages 20 through 22 of the draft HOA Declaration.</td></tr>
<tr><td rowspan="2">3</td><td>A Landscaping Plan which includes details on tree species, size/caliper inches and locations, as well as berm/mounding heights, shall be reviewed and approved as part of the Final Planned Development. Street trees shall be provided along Lake Forest Drive.</td><td>Deserves Attention</td></tr>
<tr><td colspan="2">Mounding heights are not clear from the provided contour plans. Street trees are not provided along the entire stretch of Lake Forest Drive, only next to the dwelling unit development areas and stopping short near the bridge over Lick Run.</td></tr>
<tr><td rowspan="2">4</td><td>Appropriate lighting shall be provided along all proposed private streets, as well as along the Lake Forest Drive frontage including at the intersection with US 27. Lighting details shall be reviewed and approved as part of the Final Planned Development.</td><td>Deserves Attention</td></tr>
<tr><td colspan="2">The applicant proposes 7 antique-style lamp posts interior to the development, but no street lighting of any kind is shown along Lake Forest Drive as was required by the Preliminary PD approval.</td></tr>
<tr><td>5</td><td>Sidewalk shall be constructed (or financial security provided) along the entire property frontage of U.S. 27. Sidewalk shall be constructed along the entire frontage of Lake Forest Drive to Southpointe Parkway. Additional right-of-way along U.S. 27 shall be dedicated per the Oxford Thoroughfare Plan and staff discretion.</td><td>On Track</td></tr>
</table>

| | | |
|---|---|---|
| | All of these measures are actively being addressed by the applicant. The proposed plans account for additional territory being dedicated along US 27, and the developer has chosen to construct the US 27 sidewalk as opposed to setting up an escrow. | |
| **6** | *An active recreational amenity and additional landscaping shall be provided in the central green space, the details of which shall be reviewed and approved as part of the Final Planned Development.* | **Deserves Attention** |
| | The submitted plan provides a "half-moon" shaped courtyard area with 3 benches in the center of the central green space in Phase 1, accompanied by additional landscape beds. The Commission may want to consider whether this feature sufficiently constitutes an "active" recreational amenity for the development. Such improvements will need to be bonded. | |
| **7** | *A professionally qualified geotechnical engineer shall perform on-site investigation(s) as deemed necessary by staff to determine the suitability of existing soil and ground conditions for proposed water quality and/or storage functions. If conditions are found unsuitable, additional measures or management practices shall be outlined by the engineer and followed by the developer to mitigate the conditions.* | On Track |
| | This condition is proving to be a useful reminder for communications between the Service Department and the applicant, in working toward ensuring that on-site conditions are properly studied. It is Community Development staff's opinion that no further action or discussion on this condition is needed from the Commission at this time. | |
| **8** | *Financial security/bonding of improvements shall be determined during or after the Final Planned Development review. The Final Planned Development shall be reviewed and approved prior to approval of construction drawings, bonds, or the signing of an Easement Plat.* | On Track |
| | The applicant has submitted construction drawings early with the understanding that it is to get the ball rolling in terms of receiving comments from City departments in anticipation of a Final Planned Development approval. The Community Development Department will not approve the construction drawings until a Final PD is approved by Council. | |
| **9** | *Building architecture shall generally conform to the style depicted in Rendering A-1 (dated November 30, 2020). Architectural aspects may be further considered and refined as part of the Final Planned Development, including a design for the proposed caretakers shed.* | **Deserves Attention** |
| | The applicant has again provided the same dwelling unit renderings previously shared at the Preliminary stage. A condition written in this manner can prove effective, though it can sometimes lead to disagreements since it is applied in a more subjective manner. The Commission could entertain more specific standards, or the applicant could volunteer their own standards for consideration. At a minimum, the use of certain exterior materials (such as vinyl) could be better clarified. | |
| **10** | *The Planning Commission may review utility details (such as those for electric, gas, mail delivery, garbage collection, etc.) as part of the Final Planned Development, including proposed accommodations, accessibility, screening, or other characteristics as may be applicable.* | **Deserves Attention** |

| | | |
|---|---|---|
| | The Commission should give consideration to the location of the cluster mailbox unit associated with Phase 2 (Lilac Lane). It is currently shown to be located only 45 feet or so away from the intersection of Lilac and Lake Forest. Staff recommends relocating to the cul-de-sac bulb area, near where the pedestrian walkway intersects the sidewalk. Staff is still awaiting details on how garbage collection is to be handled internal to the development. | |
| 11 | *The HOA agreement shall be reviewed by City staff and the City Law Director.* | On Track |
| | This is currently underway. The approval and recordation of the HOA Declaration can occur in an administrative manner independent of, and following, Final PD approval by Council. | |
| 12 | *A pedestrian access easement shall be granted across the triangular sliver of land between Lake Forest Drive and Magnolia Drive; for potential future pedestrian connectivity.* | On Track |
| | This future easement is depicted on the construction drawings. This easement, along with all others, will eventually need recorded as part of an Easement Plat or Record Plat as appropriate. | |

## DECISION CRITERIA

All Planned Developments shall satisfy the General Decision Standards provided in ***Section 1145.06(b)***. The standards found within this section are below with updated staff analysis provided for each. It should be noted that the main decision standards (#s 1-13) have already been considered and acknowledged as part of the Preliminary PD, so the Commission should now primarily focus its attention on the Additional Final Plan Decision Standards (#1-3) listed at the end of this section.

### General Decision Standards

1. **The proposed planned development is in fact permitted in the zoning districts in which it is proposed.**
   The underlying R-2A zoning district allows single-family and two-family principal uses by-right. However, when undergoing a Planned Development process, any residential land use is potentially permissible so long as the resulting density is at or below what would be allowed under the straight zone. This proposal is technically multi-family residential, given that multiple principal buildings will be constructed on a single site, even though each building will have an appearance and function akin to a single-family unit. The proposed development satisfies this criterion, due to the planned density of 3.18 du/ac being lower than the district density of 7.26 du/ac.

2. **If the application is for the same site where a planned development application has been denied within one year, the plan is substantially different from the application so denied.**
   Not applicable.

3. **The uses and site plan will satisfy the general intent of this Zoning Code.**
   The purpose of the R-2A zoning district is to "provide and preserve neighborhoods of smaller single-family residences within and adjacent to areas of similar development." By providing a condominimum housing development embodying the character of a single-family neighborhood, staff believes the general intent of the Zoning Code is satisfied.

4. **The uses and site plan will be compatible with the general intent of the Comprehensive Plan.**

The Oxford Comprehensive Plan designates this site and areas to the north and east of it (within the corporate limits) as being in a "Neighborhood General 3" character area, defined as areas of newer development where curvilinear street patterns and cul-de-sacs may be found. Map 3.6 (Conservation and Development Map) establishes preferred land uses for undeveloped sites within the City limits. Map 3.6 designates the site for "Traditional Neighborhood Development," which calls for residential development to have a distinct center and edge, open spaces, well designed streets and public spaces, and multiple housing options.

5. **The size and shape of the site are sufficient for the proposed planned development.**
Because this Final PD Plan substantially conforms to the previously approved Preliminary PD, the Commission should not weigh this criterion too heavily at this stage.

6. **The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.**
The subject site is largely isolated from other nearby developed pockets of the city. Those most directly impacted will be the residents currently residing along US 27, especially those immediately west and north. The proposed mounding and landscaping along the perimeter should help to screen the new units from those already located along the west side of the corridor. Additional stormwater runoff and traffic will be natural results of developing additional residential housing.

7. **The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.**
This criterion is generally not applicable to a residential proposal, as these concepts generally refer to activities or processes associated with commercial or industrial businesses.

8. **Accessory uses will be directly related to the operation of the principal uses and will not be operated independent of the principal uses.**
The applicant intends to prohibit the construction of accessory structures/uses, such as storage sheds, swimming pools or greenhouses, privately by means of the HOA Declaration. No architectural plans for the proposed caretaker's shed have been submitted at this time; therefore, these will ultimately be reviewed at the Building Permit stage.

9. **The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal, or adequate provisions will be made to provide the same services privately.**
The developer will need to extend the sewer utility from the Wastewater Treatment Plant to the site in order to service the new units. The developer will need to coordinate with the appropriate parties in the City's Service Department so that provisions for a sanitary sewer extension can be properly executed. Water service is already available to the site, via an existing main built at the same time as Lake Forest Drive. Storm sewers are to be constructed to convey stormwater into two landscaped water quality basins built to meet EPA requirements. Mail delivery will be handled by installing combined mailbox units in accordance with USPS policy. Additional lighting details along Lake Forest Drive are needed to fulfill a condition of the Preliminary PD approval.

10. **Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.**
It is the Community Development Department's understanding that the developer will be responsible for the entire cost of extending sanitary sewer service to the site. All other infrastructure improvements will also be at the developer's cost. It is understood from prior discussions that a new Traffic Impact Study will need to be performed if the number of dwelling units served by Lake Forest Drive exceeds 206; 57 of these units are currently "in process" via this application for 36 units and the South Forest Edge subdivision to the east of Lake Forest Drive planned to contain 21 lots/units.

11. **The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall have the appearance of residential buildings permitted in the zoning district.**
The site is currently vacant/undeveloped, so this proposal will in effect be establishing a new character for the area. Staff believes the intended neighborhood character and marketing to empty nesters, first time buyers, families and University faculty would be a welcomed addition for the city. The low-rise, arts and crafts style of housing depicted in the submitted rendering is in keeping with the residential zoning district and should serve to enhance neighborhood quality.

12. **The site is designed so that on-site traffic and traffic accessing the site will not adversely impact the movement or safety of all modes of traffic on adjacent public streets.**
The applicant has adjusted the positioning of the Lilac Lane cul-de-sac street to create additional stacking distance for vehicles turning onto US 27. Sidewalks are provided along all private streets, and in contrast to the original proposal, are now also provided along the frontages of Lake Forest Drive and US 27.

13. **Proposed construction will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.**
Many of the proposed building footprints are in very close proximity to existing drainageways and steep slopes, which may pose a risk to future homebuyers due to the potential for erosion and/or stream migration.

14. **Proposed construction will not result in the complete elimination of existing mature tree canopy. Effort shall be made to direct disturbance and construction around or away from existing mature tree canopy without completely taking away use of the site or connectivity to existing infrastructure.**
Though the applicant's proposed street network does attempt to adhere to existing natural tree lines, the end result of the present proposal could be the loss of much of the existing vegetation on the site to make way for building sites. A clear distinction has now been made between open space areas and buildable areas, painting a clearer picture of the possible extent of development impacts on the natural environment. However, much of the noticeable tree removal both on and off-site could likely be due to extension of the sanitary sewer to service the development.

## Additional Final Plan Decision Standards

1. **The final planned development shall substantially conform to the preliminary plan.**
Staff finds that the proposed Final PD Plan does substantially conform to the previously approved Preliminary PD Plan. The street layout and arrangement of dwelling units are generally the same. However, there are certain items to address related to the prior approval conditions.

2. **Any substantial changes from the preliminary plan improve the plan or were requested by Planning Commission or Council as a part of the preliminary plan approval process.**
The applicant has addressed, or is working toward, many of the conditions and stipulations requested at the Preliminary stage with this Final PD submittal.

3. **If the final plan seeks approval of only a portion of the approved preliminary plan, the elements of the proposed phase are sufficient to stand alone if the remainder of the planned development is abandoned.**
The applicant shows the entire extent of the development with this Final PD submittal, as opposed to splitting into two or more separate submittals. Construction will likely occur on an incremental

basis, beginning with Phase 1 on the north side of the site. The timing of instrastructure completion in relation to dwelling unit construction is an important factor to consider. Staff recommends addressing the phasing/sequencing of infrastructure completion via recommended condition #s 2, 3, and 4.

## STAFF RECOMMENDATION

Based upon a review of the Decision Standards, staff recommends **approval** of the South Forest Edge Section One Final Planned Development subject to the following conditions:

1. Final PD Plan approval shall be valid for 5 years, with an opportunity for the Planning Commission to grant an additional 1 year extension per the Zoning Code.

2. Units accessed by Ashford Oak Drive and Aspen Path shall constitute Phase 1 and units accessed by Lilac Lane shall constitute Phase 2. Construction activity may occur in either Phase at any time and may be simultaneous; however, all above-ground infrastructure directly associated with each Phase, including streets, parking, lighting, and sidewalks shall be in place prior to approval of each Phase's first Building Permit. Exceptions are made for: (1) sidewalks and lighting along private streets, which may be built incrementally with the construction of each dwelling unit; and (2) infrastructure features contained within the central green area of Phase 1 which shall be completed no later than Building Permit approval of eighteen (18) of the twenty four (24) dwelling units planned within that Phase.

3. No more than twenty four (24) units shall receive Building Permit approval prior to construction of the pedestrian bridge linking Phases 1 and 2.

4. All landscaping shall be in place at an appropriate time per the timing of construction activity as determined by the Zoning Administrator.

5. All sidewalks shall have a minimum width of five (5) feet.

6. The cluster mailbox unit (CBU) serving Phase 2 (Lilac Lane) shall be relocated to the cul-de-sac, in proximity to where the pedestrian bridge walkway intersects the main sidewalk. An alternate location may be explored administratively if requested by USPS.

7. Street lighting and street trees shall be provided along the entire frontage of Lake Forest Drive leading up to Southpointe Parkway.

8. Building architecture shall generally conform to the style depicted in the submitted rendering. Vinyl shall be prohibited as an exterior building material.

9. On-street parking shall be prohibited on both sides of all new private streets.

10. The following shall be approved, signed and/or recorded as necessary prior to approval of the project's first Building Permit: (1) Final PD Plan; (2) Construction Drawings; (3) Financial Security for public and private improvements; (4) Right-of-Way Dedication Plat, Easement Plat, and/or Record Plat as appropriate; and (5) HOA Declaration/Agreement.

11. Notwithstanding the Final PD conditions listed above, all other Preliminary PD conditions per Ord No. 3613 shall remain valid to the development as may be applicable.

**SUBMITTED BY:**

Zachary W. Moore

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**Zachary Moore, AICP**
Planner

**DATE:** July 7, 2021

# EXHIBIT A
## RELEVANT ZONING CODE PROVISIONS

Within the Oxford Zoning Code, ***Section 1143.04*** provides the base zoning standards for the R-2A district and ***Chapter 1145*** governs Planned Development applications.

**1143.04 – R-2A Single- and Two-Family Residential District.**

(a) Purpose.
This district is designed to provide and preserve neighborhoods of smaller single-family residences within and adjacent to areas of similar development. This district also provides for a limited number of two-family residences.

(b) Uses.

(1) Permitted uses.

A. Single-family dwellings.

B. Two-family dwellings.

C. Accessory buildings and uses incidental to the principal use as provided in Chapter 1141.

D. Day Care Home Type B family.

(2) Conditional uses.
The following Conditional Uses are subject to review and regulation in accordance with Chapter 1147.

A. Community-Oriented Residential Social Service Facilities (CORSSF's).

B. Shared Housing and Congregate Housing for the elderly.

C. Government owned and/or operated parks and recreation facilities.

D. Bed and breakfast homes.

E. Private and publicly owned commercial and noncommercial recreational areas, uses and facilities of an open space nature, such as golf courses, tennis courts, parks, forests, wildlife preserves, etc.

F. Day care facilities, including Child Day Care, Child Day Care Center, and Day Care Home Type A family.

G. Schools: primary, intermediate, and secondary, both public and private.

H. Places of worship.

(c) Site Development Regulations. (Unless superseded by Conditional Use Requirements)

| | | | 1-family | 2-family |
|---|---|---|---|---|
| (1) | Lot requirements. | | | |
| | A. | Minimum lot area | 6,000 sq. ft | 7,500 sq. ft. |
| | B. | Minimum lot width | 60 feet | 75 feet |
| (2) | Yard requirements. | | | |
| | A. | Minimum front yard depth | 30 feet | 30 feet |
| | B. | Minimum rear yard depth | 30 feet | 30 feet |
| | C. | Minimum side yard width | 7.5 feet | 7.5 feet |
| (3) | Structural requirements. | | | |
| | A. | Maximum building height | 35 feet | 35 feet |

(4) Lot coverage.

A. Lots with vehicular access from a public street

1. Lot total – 35 percent
2. All enclosed buildings – 25 percent of lot
3. Front yard – 25 percent of front yard

B. Lots with vehicular access from a rear or side alley, and no access from a public street

1. Lot total – 40 percent
2. All enclosed buildings – 25 percent of lot
3. Front yard – 5 percent of front yard

## 1145.06 Planning Commission and Council review.

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments. Both preliminary and final plan approval require a Planning Commission recommendation and Council approval.

The Planning Commission shall base its review of a proposed planned development upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. Council shall base its decision on the same materials and shall also consider the Planning Commission recommendation.

The general decision standards for approval of a preliminary and final planned development are substantially similar. The final plan requires greater detail and is subject to additional decision standards.

If, at any time, the Planning Commission or Council finds that the information provided is insufficient to make a determination, it may suspend its review until sufficient information has been provided.

(a) Burden of Proof.

Planning Commission has no obligation to recommend approval and City Council has no obligation to approve a planned development. This Zoning Code assumes that a planned development is appropriate only if an applicant proves that the proposed uses and design will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which it is proposed.

Applicants shall prove that potential negative impacts of elements such as location, size and extent of facilities and operations, site design, traffic generation, site access, and potential impact upon public facilities will be adequately mitigated.

(b) General Decision Standards.

All planned developments shall satisfy these general decision standards:

(1) The proposed planned development is in fact permitted in the zoning districts in which it is proposed

(2) If the application is for the same site where a planned development application has been denied within one year, the plan is substantially different from the application so denied.

(3) The uses and site plan will satisfy the general intent of this Zoning Code.

(4) The uses and site plan will be compatible with the general intent of the Comprehensive Plan.

(5) The size and shape of the site are sufficient for the proposed planned development.

(6) The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.

(7) The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.

(8) Accessory uses will be directly related to the operation of the principal uses and will not be operated independent of the principal uses.

(9) The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal, or adequate provisions will be made to provide the same services privately.

(10) Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.

(11) The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall have the appearance of residential buildings permitted in the zoning district.

(12) The site is designed so that on-site traffic and traffic accessing the site will not adversely impact the movement or safety of all modes of traffic on adjacent public streets.

(13) Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

(14) Proposed construction will not result in the complete elimination of existing mature tree canopy. Effort shall be made to direct disturbance and construction around or away from existing mature tree canopy without completely taking away use of the site or connectivity to existing infrastructure.

(c) Additional Final Plan Decision Standards.

(1) The final planned development shall substantially conform to the preliminary plan.

(2) Any substantial changes from the preliminary plan improve the plan or were requested by Planning Commission or Council as a part of the preliminary plan approval process.

(3) If the final plan seeks approval of only a portion of the approved preliminary plan, the elements of the proposed phase are sufficient to stand alone if the remainder of the planned development is abandoned.

**1145.07 Action by Planning Commission**

(a) The Planning Commission shall recommend to Council approval, approval with conditions, or denial of an application as presented and shall clearly state the findings upon which its recommendation is based.

(b) The Planning Commission shall base its recommendation and Council its decision upon how well the application satisfies the Decision Standards. Planning Commission, in its recommendation, and Council in its decision may waive or modify dimensional regulations of the Zoning Code, or impose more strict regulations and any additional conditions, guarantees, and safeguards it deems necessary to satisfy the purposes of this Zoning Code. Dwelling unit density cannot be waived.

(c) Council may require the developer to file performance bonds with the City to guarantee completion of any public utilities associated with the planned development and any elements of the plan that are necessary to its success, if abandoned by the developer.

**1145.12 Design.**

(a) Arrangement.
The physical arrangement of a planned development is not subject to the specific dimensional regulations that apply in the underlying zoning district, except as specifically

noted in this Chapter. Land uses may be distributed throughout the site and throughout individual buildings in whatever manner is best suited to a particular planned development. Structures, vehicle management areas, open spaces, landscaping, and other elements may be distributed throughout the site in whatever manner is best suited to a particular planned development and the surrounding area.

(b) Land Area.

A planned development shall be a minimum of 1 (one) contiguous acre or more.

(c) Land Use.

(1) The following land uses are permitted in proportion to those portions of a planned development that overlay an existing residential zoning district:

A. Any land use permitted in any residential zoning district in this Code, except Mobile Homes.

B. Institutional, public, and semi-public land uses that serve the planned development or the general public.

C. Commercial land uses, if the total land area of the planned development is greater than 10 acres and if the commercial land use is intended to serve the planned development only. Such commercial land uses shall be limited as follows:

1. No signs that are visible from outside of the development.
2. No direct vehicular access to a public thoroughfare.
3. No less than 95 percent of the total land area shall be devoted to residential land uses.
4. No separate structure intended to be used, in whole or part, for commercial land uses shall be constructed prior to the construction of not less than 50 percent of the dwelling units.

(2) The following land uses are permitted in proportion to those portions of a planned development that overlay an existing commercial zoning district:

A. Any land use permitted in the underlying zoning district.

B. Any land use permitted in any residential zoning district in this Code, except Mobile Homes.

(3) The following land uses are permitted only in the portions of a planned development that overlay an existing industrial zoning district:

A. Any land use permitted in the underlying zoning district.

(4) The land uses permitted in a planned development may be distributed as follows:

A. If a single planned development overlays more than one zoning district, then the land uses permitted according to this Section may be distributed throughout the entire planned development site.

B. If a planned development includes land uses permitted only in an industrial zoning district, then those land uses may only be located in that portion of the planned development that overlays the industrially zoned land.

(d) Residential Density.

Residential density shall not exceed 110 percent of the density permitted in the underlying zoning district. Residential land uses in a planned development that overlays a commercial zoning district shall not exceed the density of the R1B Single-Family Medium-Density Residential Zoning District. Area devoted entirely to non-residential land uses, including buildings, vehicle management areas, and other associated land use elements shall be excluded from the area used to calculate residential density.

(e) Dimensional Regulations.

(1) Building Heights shall be limited as in the underlying zoning district, regardless of land use.

(2) Front setbacks shall be limited as in the underlying zoning district.

(3) All buildings and vehicle management areas shall be setback from the perimeter of a planned development no less than:

A. Residential zoning district - 25 feet.

B. Commercial zoning district - 25 feet.

C. Industrial zoning district - 50 feet.

(f) Open Space.

(1) No planned development shall have less than 20 percent open space, which includes any area not less than 50 by 50 feet, not including the required setbacks, and includes nothing other than natural area.

(2) Lot coverage shall be regulated according to the underlying zoning district, except that lot coverage for the residential portion of any planned development shall not exceed 40 percent.

(g) Sensitive Development Area.

A. A Sensitive Development Area is defined as any land(s) or soil(s) proposed to be developed that, if subjected to improper use or management, is otherwise determined to be incapable or unsuitable of urban use. Sensitive Development Areas can also be considered those lands that pose special hazards to development or the environment, consisting of lands or soils of such sensitive character that they may require special use, design and engineering restrictions.

B. For the Preliminary Planned Development, the applicant must create an inventory of sensitive environmental area identified in subsection (g)D.(1) to (8) from publicly available resources such as Butler County Soil and Conservation District, OKI, OEPA, ODNR, HAPC, FEMA, USFWS, OHPO and other public entities. This information shall be provided with the preliminary application. Design of the site shall be based on site information obtained from those public entities. An existing landscape plan shall be submitted with each application. The landscape plan shall identify existing trees, natural features and other landscaping elements.

C. After the approval of the Preliminary Planned Development, the applicant must develop a detailed site analysis of sensitive environmental areas on the site, conducted by firm(s) specialized in the areas, at a minimum: Ecological Survey, and Environmental Site Assessment. Other documentation may be required based on the site and the discretion of the Planning Commission, including, but not limited to: Stream and Wetland Mitigation, Water Way Permits, Archaeological Inventory, Historic Architecture Inventory. The applicant must also provide reports of the analyses following current professional norms for the discipline. It will be the Planning Commission's role to review information submitted by the applicant on each discipline to make the recommendations to City Council.

D. Design of the proposed Planned Development site shall be based on the site information obtained from those public entities. To the maximum extent practicable, development shall be located to preserve the natural features of the site, to avoid areas of environmental sensitivity, and to minimize negative impacts and alterations of natural features. The following specific areas shall be preserved as undeveloped open space, and in accordance with the U.S. and Ohio Constitutions and state or federal regulations:

(1) Unique and/or fragile areas, including wetlands, as may be defined in Section 404, Federal Clean Water Act, as amended; and in Ohio Environmental Protection Agency standards.

(2) Land in the floodway as identified and mapped using the Federal Emergency Management Agency's Flood Hazard Boundary Maps. Federal Emergency Management Agency in scientific and engineering reports entitled 'Flood Insurance Study for Butler County, Ohio and Incorporated Areas' effective 12/17/2010, with accompanying Flood Insurance Rate Maps for Butler County, Ohio and Incorporated Areas effective 12/17/2010 and any revisions thereto are hereby adopted by reference and declared to be part of this chapter.

a. 100 foot natural buffer shall be maintained adjacent to all permanent and natural surface waters, springs, and wetlands. Development of this area is regulated as follows:

1. Natural vegetation shall be maintained.

2. No structures shall be built or improvements made, except as follows:
   (a). Walking paths, bicycling paths, and the like, including infrastructure necessary to facilitate their development are permitted anywhere within the buffer.
   (b). Roads and associated infrastructure are permitted in the buffer to facilitate crossing such water elements.
   (c) Any improvements approved in a final plan.
   (d). Any public safety or public utility improvements not associated with the planned development, but deemed necessary by the Service Director, Police Chief or Fire Chief.

(3) Steep slopes fifteen (15%) percent or more, unless appropriate engineering measures concerning slope stability, erosion, and resident safety are taken into account.
(4) Habitats of endangered wildlife, as identified on federal and state lists.
(5) Historically and culturally significant structures and sites, as listed on, but not limited to, the National Register of Historical Places or on the local inventory of historic places maintained by the City of Oxford's Historic Architectural Preservation Commission.
(6) Aquifers and tributary drainage systems.
(7) Tree growth areas or urban forested areas as defined in Chapter 935, of the Codified Ordinances of Oxford.
(8) Any area as identified on Map 3.3 of the Comprehensive Plan.

E. The development shall be laid out to avoid adversely affecting groundwater and aquifer recharge; to reduce excavation and embankment; to avoid unnecessary impervious cover; to prevent flooding; to provide adequate access to lots and sites; and, to mitigate adverse effects of noise, odor, traffic, drainage, and utilities on neighboring properties. The placement of buildings shall take into consideration topography, building height, orientation and drainage. Storm water Best Management Practices in Low Impact Development Designs are desirable and encouraged. City guidelines for these practices and designs can be found in the City of Oxford Storm Water Management Design Manual

F. If the Planning Commission, or its designated representative, may require the applicant to submit a statement in order to demonstrate that satisfactory efforts have been made to mitigate any special hazards posed to the site if these sensitive lands are subjected to improper use or management. The statement, if required, shall be submitted in one or more of the following forms:
   (1) The statement shall describe in detail the extent of encroachment on any Sensitive Development Area, the extent and nature of the proposed alteration, the environmental impacts resulting from the proposed alteration, and the proposed methods of mitigation.
   (2) A Geotechnical Report and/or a Wetlands Assessment/Delineation, prepared by a professional engineer, licensed in the State of Ohio, or by a specialist in Streams and Wetland. This report can be in lieu of a development narrative.

(h) Landscaping and Screening.
   (1) A planned development shall satisfy all landscaping elements required by other sections of this Code.
   (2) The required perimeter setback area shall be retained in natural woods or suitably landscaped with grass, ground cover, shrubs, trees, or earthen mound.
   (3) A planned development that overlays a commercial or industrial zoning district that is adjacent to a residential zoning district shall be screened from the residential

zoning district by a dense evergreen hedge a minimum of 8 feet tall and 10 feet wide at planting and that will maintain at least 90 percent opacity over time.

(i) Access and Mobility.

(1) At residential densities greater than would be permitted in the R-1A District, have direct and principal access from a collector or arterial road.

(2) Bicycle rack spaces shall be provided at all planned developments that overlay a commercial zoning district at a rate of 3 per acre.

(3) Adequate pedestrian connectivity shall be provided to and through a planned development.

(j) Utilities and Infrastructure.

Electric and telephone facilities, street light wiring, and other wiring conduits and similar facilities shall be located underground.

(k) Plan-Specific.

Any other design elements deemed necessary by Planning Commission and Council to ensure that a planned development satisfies the decision criteria of this Chapter.

# Memo

Service Department
Engineering Division
513/524-5208

TO: Community Development Department

FROM: Scott Otto, P.E.
City Engineer

RE: Application #PPC-2021-19
1986 Lake Forest Drive – Final Planned Development

DATE: June 30, 2021

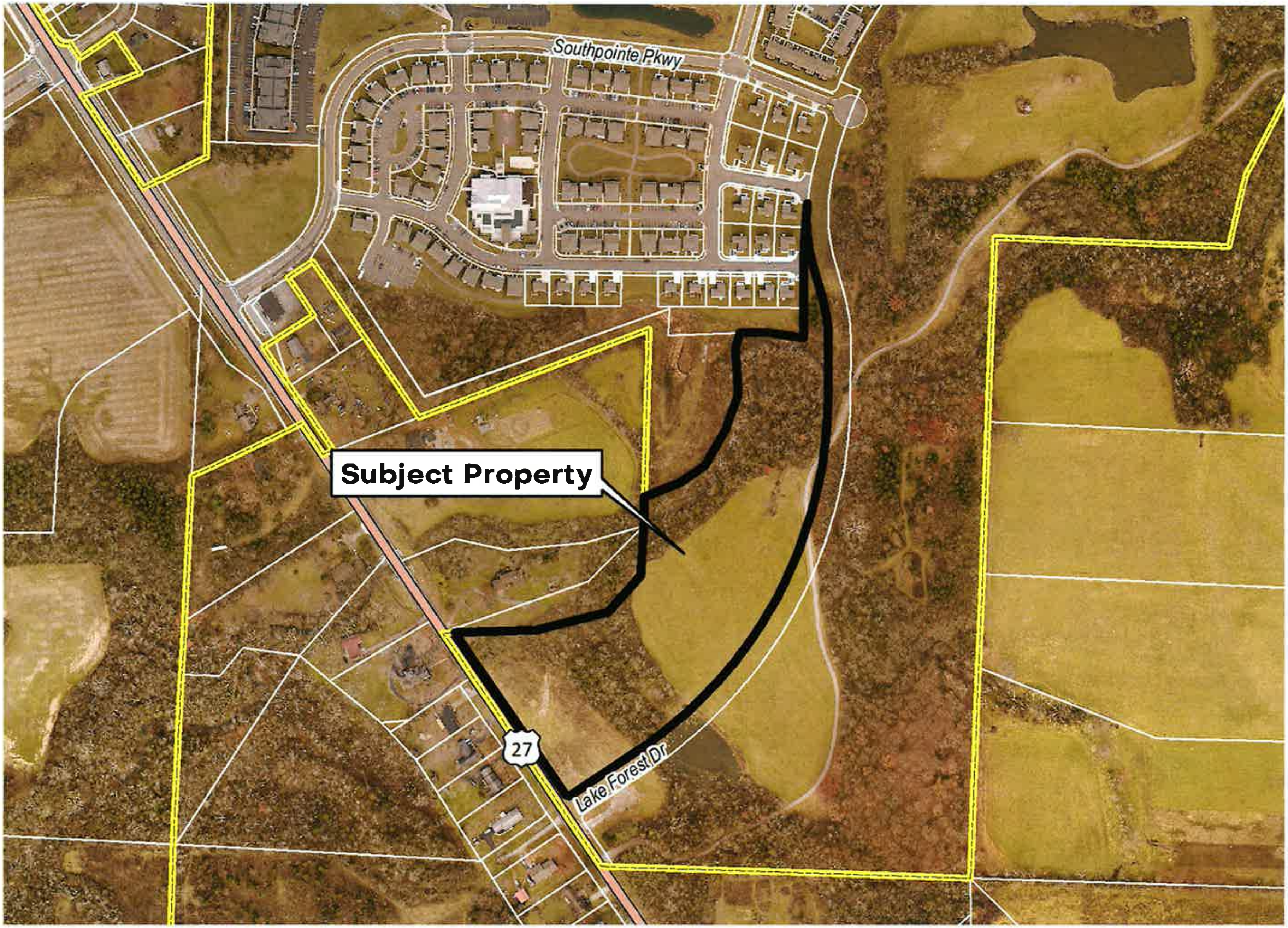
The Engineering Division offers the following comments:

- The proposed construction plans show a 4' wide sidewalk along the private streets. A 5' wide sidewalk is the minimum width on public streets and is the typical minimum width used in recent PUD's or other developments.
- Provide additional information for the proposed width and material of the pedestrian path and bridge between Lilac Lane and Ashford Oak Dr.
- Development of an Easement Plat for this PUD will need to stipulate maintenance responsibility for water and sanitary sewer utilities within the proposed Utility and Access Easements.

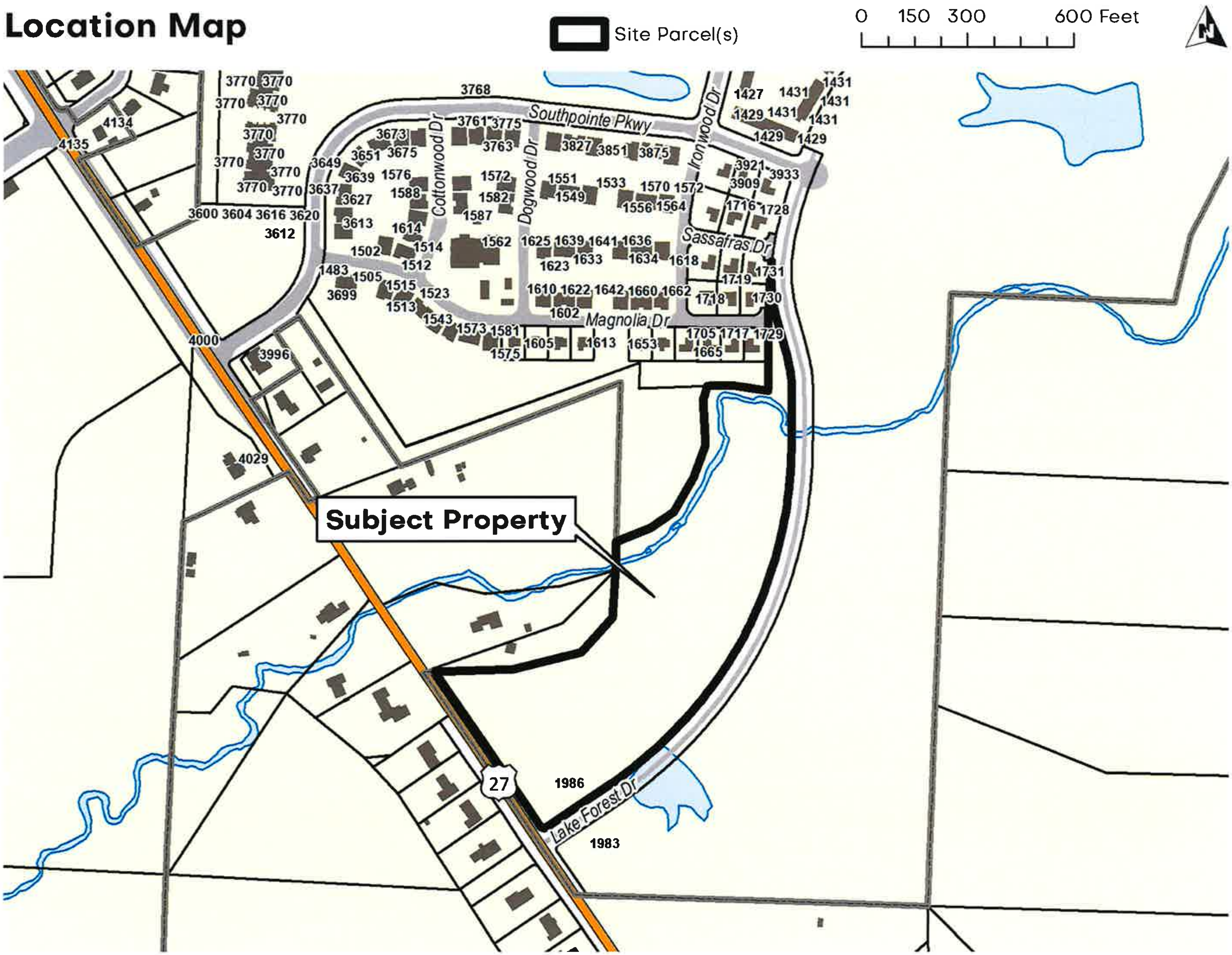
# Location Map

Site Parcel(s)

0 150 300 600 Feet



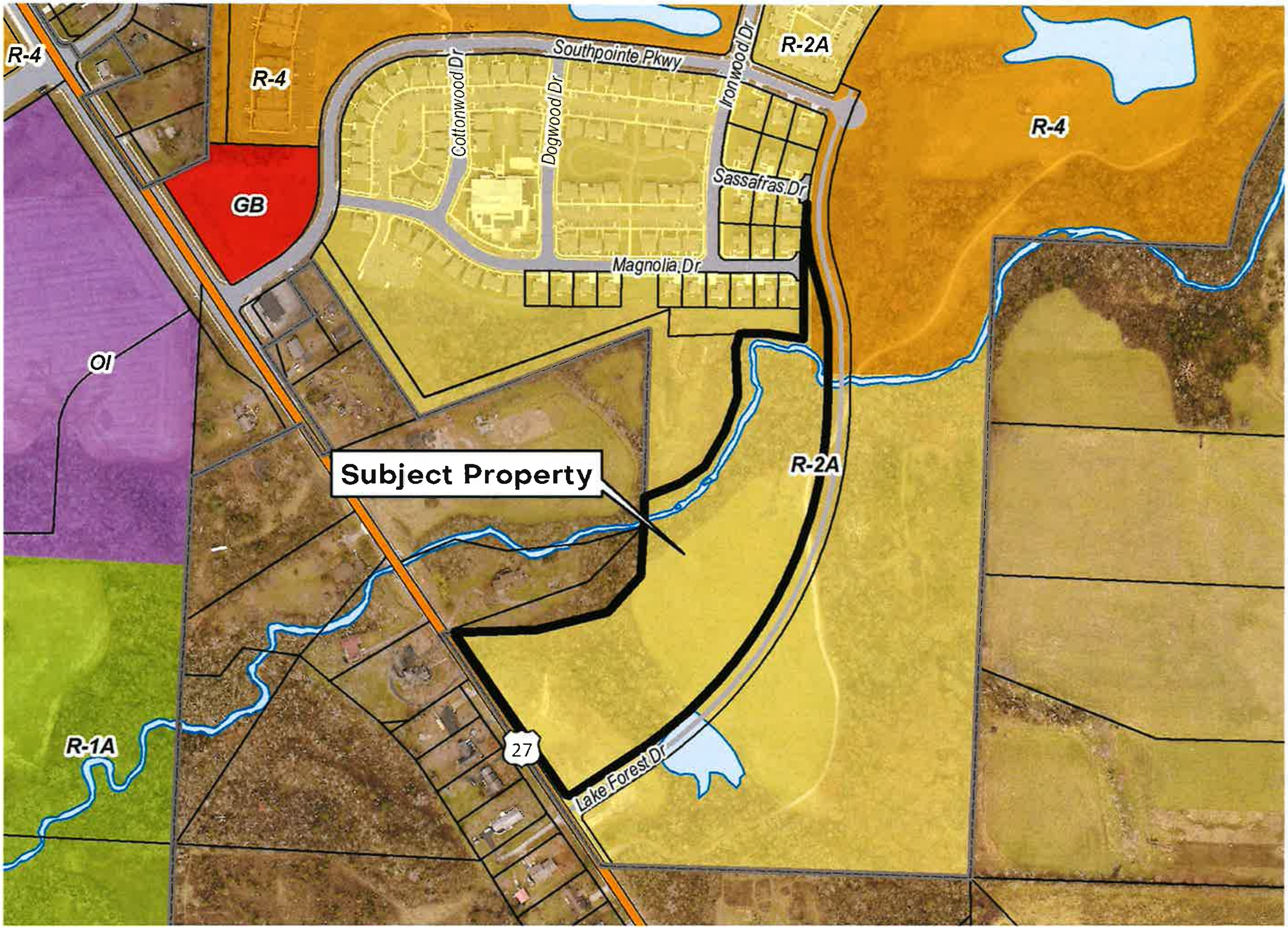
# Location Map



# Location Map

Site Parcel(s)

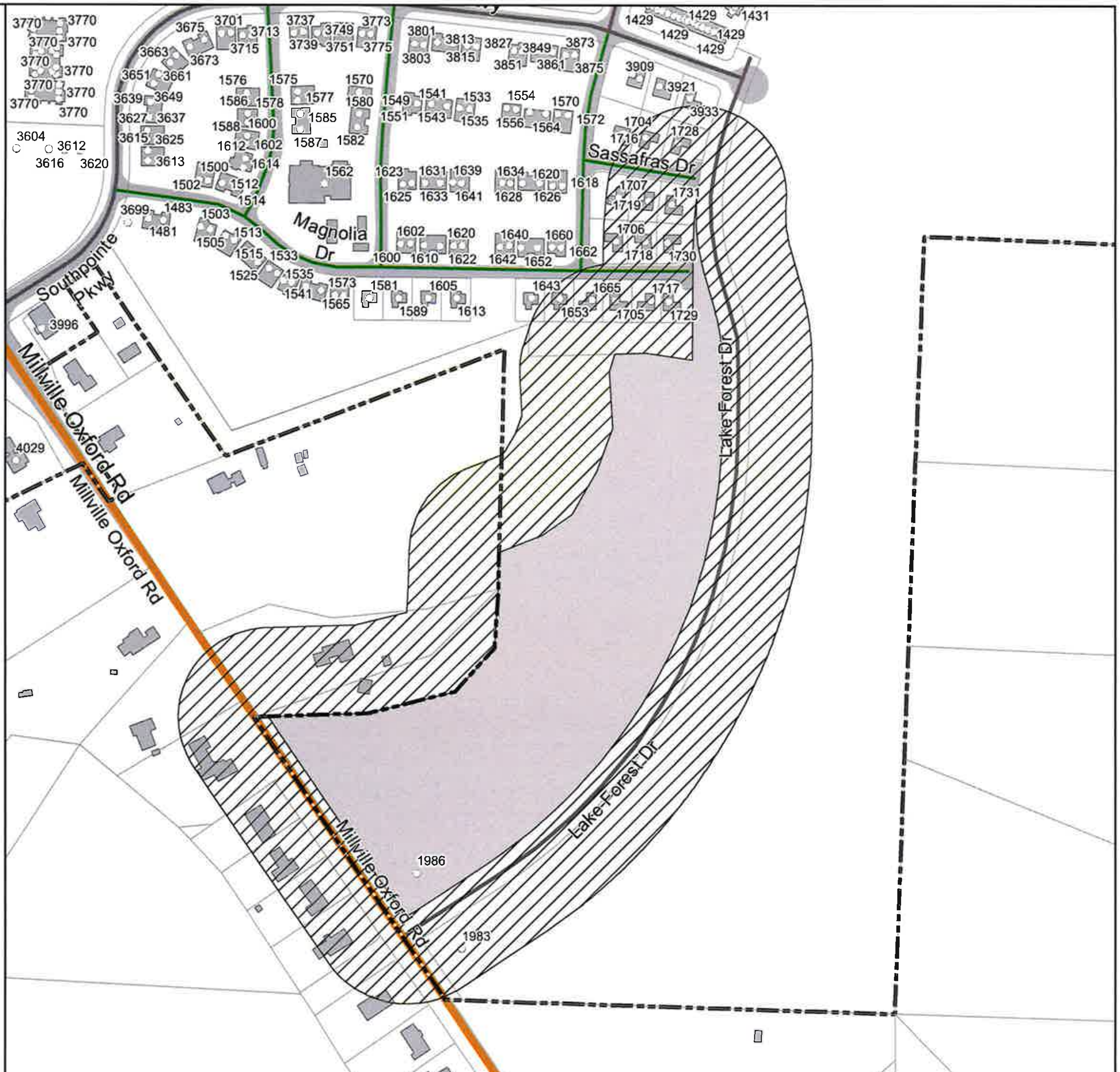
0 150 300 600 Feet



City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

# PC-2021-19

## Surrounding Property Owners Notifications Map




**Legend**

- Subject Area
- 200 Ft. Buffer
- Oxford Corp. Limit
- Address Point
- Parcel
- 16.5' Vacated ROW
- Building Footprint
- Paved Roadway

N

1 inch = 300 feet

Prepared on Tuesday, June 08, 2021

The City of Oxford does not guarantee the dimensional accuracy of this map. Precise dimensional accuracy should be based upon recorded deeds, plats or a professional survey.

# Courtesy Notice

**Community Development Department**
**Review & Comment Form**
**513-524-5204**

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

You are receiving this notice because your property is located within 200 feet of a site set for consideration by the Oxford Planning Commission and City Council for future development that requires special approval.

CASE NO.: **PC-2021-19**

CASE TITLE: **FINAL PLANNED DEVELOPMENT, 1986 Lake Forest Drive,** South Forest Edge Section One, formerly referred to as Lake Forest Phase 1, 36 single-family condominimum dwelling units, 4 Leaf Development LLC, Applicant

HEARING DATE: **July 13, 2021, 7:00pm**

LOCATION: **Oxford Courthouse,** 118 West High Street, Oxford OH 45056

DESCRIPTION: The applicant is requesting approval of a Final Planned Development for an 11 acre site located along Lake Forest Drive, east of US 27 and south of The Annex. The project is planned to consist of 36 single-family homes along private streets intersecting with Lake Forest Drive, and will be built in two phases on either side of a drainageway. The two phases are to be linked by a pedestrian bridge. According to the applicant, the homes are planned to be 2 and 3 bedroom, 1 and 1 ½ stories, with 2-car garages and full basements. An HOA is to be established for the purpose of maintaining private streets, open spaces, and landscaping, as well as snow removal. This project received Preliminary Planned Development approval by the Oxford City Council on March 2, 2021. The main site plan submitted as part of the Final Planned Development application is pictured on the back of this notice; to examine the plan in greater detail, an electronic version (PDF) is available upon request.

You are welcome to attend the scheduled City of Oxford Planning Commission hearing as noted above. If you cannot attend, but would like to comment on this matter, please complete this form and return it at your earliest convenience to **Planner Zachary Moore, 15 S. College Avenue, Oxford, OH 45056.** You may also email any comments or questions to **zmoore@cityofoxford.org**.

You can view the most up to date meeting information and materials at any time by going to: **cityofoxford.org/planning-commission** and clicking on the upcoming meeting date

NAME (PRINT): Tami Kuginskie

ADDRESS: 3926 Oxford-Millville Rd.

TELEPHONE: Home 513-523-9076 Cell 513-255-0561 Work ____

COMMENT (You may attach a separate note or letter if more space is needed): 25 ft of buffer!!

Congratulations, you've finally managed to strip us of all semblance of peace in our retirement home. There's been no cooperation thus far on this encroachment, so we expect nothing but the same.

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

**Internal Use Only:**
Case No. PC-2021-19
Date Filed 5/28/2021

# Planned Development Application

## Application Type

*Choose One*

- ○ Preliminary
- ◉ Final
- ○ Preliminary & Final

## Applicant Information

*Attach a Letter of Agency if the Applicant is not the property owner.*

Name * 4 Leaf Development LLC
Mailing Address * 125 West Spring Street
City, State & Zip Code * Oxford, Ohio 45056
Telephone Number * 513-524-9500 Email Address pam@hoteldevelopment.net

## Owner Information

Name * 4 Leaf Development LLC
Mailing Address * 125 West Spring Street
City, State & Zip Code * Oxford, Ohio 45056
Telephone Number * 513-524-9500 Email Address pam@hoteldevelopment.net

## Engineer/Surveyor Information

Name * Bayer Becker
Mailing Address * 110 South College Avenue
City, State & Zip Code * Oxford, Ohio 45056
Telephone Number * 513-523-4270 Email Address ettareed@bayerbecker.com

## Location and Lot Information

Name of Subdivision * N/A
Location of Property * 1986 Lake Forest Drive
Legal Description * Parcel H4100-143-000-006
Zoning District * R-2A Total Area * 11.33 Acres

## Submission Requirements and Documentation

The application requirements (Section 1145.05[1]) for a preliminary and final planned development are different. The final planned development application requires a greater degree of accuracy and completeness than does the preliminary planned development application. This section describes the application content requirements for each step of the process.

**Thirteen (13)** complete sets of all information shall be submitted with each preliminary and final application. If any information is submitted in color or on non-standard paper, more copies may be required. The Zoning Administrator may modify this requirement based upon the type of materials included. **The applicant shall contact the Zoning Administrator prior to submitting an application to discuss the submission requirement.**

(a) Preliminary Plan.

(1) Application fee.

(2) The name, mailing address, and telephone number of the applicant and all property owners.

(3) If the applicant is not the owner, or if there are multiple owners within the proposed area, a statement from all owners that the applicant is entitled to apply on their behalf, and that they agree to be legally bound to any decision reached according to this Chapter.

(4) The name, mailing address, and telephone number of any planner, engineer, surveyor, or other design professional who assisted with preparation of the plans.

(5) Description of use and site. A written, detailed description shall include the following information. A separate response is required for each subsection.

A. A legal description of the site, including all separate lots.

B. A description of the existing uses of the site.

C. The zoning districts in which the site is located.

D. A description of the proposed planned development.

1. The number of housing units by size and type proposed within each phase.
2. A description of any nonresidential operations, including type of goods sold, services performed, and expected number of customer, clientele, delivery, and service vehicles.
3. The hours of operation of any nonresidential use.
4. A phased development schedule, if applicable, that indicates the location and timing of phases and demonstrates that each completed phase would form a reasonably independent unit if succeeding phases were abandoned.

E. A narrative statement that evaluates the compatibility of the proposed planned development with the general vicinity and adjacent properties.

1. How the proposed uses are similar to or different from existing area uses and if there will be any interaction between the proposed site and adjacent sites.
2. How any existing structures, proposed structures, and the site design relate to adjacent structures and sites.
3. If the proposed uses will involve any operations that create potential nuisances such as excessive noise, lighting, odor, fumes, vibration, or emissions.
4. How any potential negative effects on adjacent land will be mitigated.

F. A statement about why the location proposed is appropriate for the planned development.

G. A statement of the necessity or desirability of the proposed planned development to the neighborhood or community.

H. How the proposed mix of dwelling types and/or commercial uses advances community goals of diversity, affordability and market changes (e.g. adaptability of flats versus townhomes)

I. Proposals for the provision of public utilities and services, if insufficient or not available for the planned development, or for the provision of suitable private utilities and services.

J. A general analysis of expected traffic impact, including vehicular and pedestrian safety, resulting from the proposed development.

K. The substance of proposed covenants, easements, and other restrictions on the land and structures.

L. A list of the names and mailing addresses of all landowners within 200 feet of the site.

M. Such other information regarding the proposed uses, site design, or surrounding area as may be pertinent to the application or required by Planning Commission or Council.

(6) Site plan. A scaled site plan shall include the following information in detail. The required information may be submitted on multiple site plans if inclusion of all information on a single plan makes it illegible or difficult to understand.

A. North arrow.

B. Scale.

C. Vicinity map.

D. All existing and proposed lot lines within the site.

E. Dimensions of all lots and of the entire site and any adjacent rights-of-way.

F. The location and intended purpose of all open spaces

G. Approximate location, height, dimensions, and use of all proposed and existing structures.

H. Approximate location and number of different uses (i.e. dwelling types and/or commercial uses).

I. Approximate location and design of all proposed vehicle and pedestrian routes and nonresidential vehicle management areas.

J. Approximate location and size of all existing and proposed utilities that will serve the planned development.

K. Approximate location, size, and type of all proposed signs.

L. Approximate location, height, and type of all proposed screening and landscaping.

M. Distances to residential zoning districts if within 1,000 feet.
N. The use of land and location of structures on adjacent property and across adjacent rights-of-way.
O. The location of any nearby schools and commercial facilities.
P. Other information as required by the Planning Commission or Council.

(7) Landscape plan.
A. The plan shall demonstrate compliance with the requirements of Chapter 1148.

(8) Elevations. Elevations of proposed structures or typical elevations if structures are not yet designed.

(9) Other. Photographs of the existing site and its surroundings.

(10) Digital Submittal. Adobe PDF version of all information submitted to also be submitted on a current digital format.

(b) Final Plan.

(1) The same items and information as required for the preliminary plan, except that the approximations shall be refined to specific locations, dimensions, and descriptions.
(2) A detailed traffic impact analysis, including all modes of transportation, prepared by a qualified professional engineer
(3) Any additional description or information requested by the Planning Commission or Council during the preliminary plan approval process.
(4) Detailed agreements, contracts, deed restrictions, and sureties that will be used to guarantee performance of the development during and after construction.

## Surrounding Property Owners

On a separate sheet, provide the parcel numbers, names, and mailing addresses of all property owners within 200 feet of all boundaries of the property in question. The Butler County Auditor Real Estate Search[2] is helpful when searching for the mailing address of adjoining property owners. It allows you to search by owner, address, or parcel number.

## Decision Process

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments. Both preliminary and final plan approval require a Planning Commission recommendation and Council approval. The review is based on the General Decision Standards found in Section 1145.06[1].

## Fees & Receipt

The fees for a Preliminary, Final, or combined Preliminary and Final Planned Development application are $570.00 plus $100.00 per acre, plus $10.00 postage charge.

## Sign and Date

Applicant Signature * Jas M. Clawson

Date * May 25, 2021

## Submit Application, Submission Requirements and Documentation, and Fees

***We will not accept incomplete applications and/or plans and documentation.***

Send or drop off this application with required plans containing all required information as attachments and a check for fees and postage charge made payable to **City of Oxford**, to Community Development Director, 15 South College Avenue, Oxford, OH 45056.

Direct questions to the Community Development Dept. at 513-524-5204. The application will be placed on the next possible agenda.

Note: You must adhere to notification and publication requirements. Submit materials 45 days prior to the proposed Planning Commission meeting on which the action is requested. City Staff will place a public hearing sign on the subject property. **The Applicant is responsible for removing the signage at the completion of the hearing(s).**

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[1] See City of Oxford Codified Ordinances: https://www.cityofoxford.org/fees-ordinances-and-charter

[2] Butler County Auditor Real Estate Search: https://www.butlercountyauditor.org/

# LETTER OF AGENCY

To Whom It May Concern:

Please be advised that Scott Webb, Architect and Bayer Becker have permission to represent our interest with the City of Oxford and act on our behalf for all public hearings associated with the Final PUD Application for South Forest Edge Section One at our property located at 1986 Lake Forest Drive, Oxford, Ohio 45056.

Thank-you,

Signed: ______________________

Jim Clawson

4 Leaf Development LLC

May 25, 2021

Date

bayer becker

bayerbecker.com
513.336.6600
mason | cincinnati | oxford | fort mitchell

May 28, 2020

Mr. Zach Moore
Planner
City of Oxford
15 South College Avenue
Oxford, Ohio 45056

Re: 1986 Lake Forest Drive
South Forest Edge Section One
Final PUD Submittal

Dear Mr. Moore:

Enclosed please find the following items in support 4 Leaf Development LLC's Application for Final Planned Development approval for South Forest Edge Section One to be located on the north corner of the intersection of US 27 and Lake Forest Drive:

1) It is understood that fee payment shall be made separately through BSA Online
2) Digital copies of each of the following:
    a. Executed Planned Development Application
    b. A Letter of Agency expressing that Scott Webb, Architect and Bayer Becker have permission to represent the Applicant
    c. List of property owners within 200 feet of the site
    d. Construction Drawings with Planting Plan
    e. Final Development Plan
    f. Typical Building Elevations
    g. Bridge Elevation
    h. Photos of the subject site and surrounding area were included with the Preliminary Planned Development Submittal
    i. Draft HOA Covenants and Restrictions
    j. Legal description of the property
    k. Email correspondence from Licensed Geotechnical Engineering confirming soil suitability for Water Quality Basin Construction, dated May 28, 2021.

   Formal application, along with supporting documentation, has been made online.

3) Applicant:

   *4 Leaf Development LLC*
   *125 West Spring Street*
   *Oxford, Ohio 45056*
   *513-524-9500*

   Owners:

   *4 Leaf Development LLC*
   *125 West Spring Street*
   *Oxford, Ohio 45056*
   *513-524-9500*

4) Design Professionals:

Engineer, Surveyor & Landscape Architect:
*Bayer Becker*
*110 S. College Ave., Suite 101*
*Oxford, OH 45056*
*513-336-6600*

Architect:
*Scott Webb, Architect*
*103 West Walnut Street*
*Oxford, Ohio 45056*

5) Description of use and site:

a. A legal description of the subject property has been included with this submittal.

b. The property is currently vacant.

c. The property is zoned R-2A Planned Development.

d. A description of the proposed planned development:

i. The number of housing units by size and type proposed within each phase.

*South Forest Edge Section One is a single family residential development wherein the homeowner purchases the home only and the surrounding land is owned and maintained by the Homeowners Association (HOA).*

*The development shall consist of 36 single family homes located along private streets. Building pads vary in size to conform to the character of the existing site. Building pads shall be located a minimum of 20 feet from the private streets and a minimum 10 feet from an adjacent building pad.*

*The development is proposed as 2 and 3 bedroom, 1 and 1½ Story units with 2-car garages and full basements.*

*The HOA will be responsible for the maintenance of the private streets, snow removal for all the residences, and maintenance of the open spaces, site amenities, and all the lawns and landscaping around the homes.*

ii. A description of any nonresidential operations, including types of goods sold, services performed, and expected number of customer, clientele, delivery, and service vehicles.

*Not applicable.*

iii. The hours of operation of any nonresidential use.

*Not applicable.*

iv. A phased development schedule, if applicable, that indicates the location and timing of phases and demonstrates that each completed phase would form a reasonably independent unit if succeeding phases were abandoned.

*Not applicable.*

e. A narrative statement that evaluates the compatibility of the proposed planned development with the general vicinity and adjacent properties.

i. How the proposed uses are similar to or different from existing area uses and if there will be any interaction between the proposed site and adjacent sites.

*When Southpointe Crossings was annexed into the City of Oxford, this section was zoned R2-A, allowing higher density through smaller lots and 2-family residences. The proposed development respects those guidelines, providing smaller residences on smaller (virtual) lots. This area is separated from existing student housing by the grade and vegetation of Lick Run creek, providing a housing type we feel is underrepresented in the market.*

ii. How any existing structures, proposed structures, and the site design relate to adjacent structures and sites.

*There are no existing structures on the site. Future single-family residential development is anticipated on the east side of Lake Forest Drive.*

iii. If the proposed uses will involve any operations that create potential nuisances such as excessive noise, lighting, odor, fumes, vibrations or emissions.

*The proposed use, residential, will not involve any operations that create potential nuisances.*

iv. How any potential negative effects on adjacent land will be mitigated.

*The development is designed to provide or exceed the perimeter setback and represents an internally focused, stand-alone development with lower density than anticipated by the zoning designation.*

f. A statement about why the location proposed is appropriate for the planned development.

*The Planned Development in this location serves the goals of the planned development purpose statement, and provides the opportunity for a private development, managed and controlled by a Home Owners Association (HOA). While a subdivision, by contrast, would likely provide similar density, it would not provide for comprehensive planning of the site and buildings, being governed solely by zoning restrictions with public streets and utilities.*

g. A statement of the necessity or desirability of the proposed planned development to the neighborhood or community.

*The Planned Development is necessary and desirable for the community, providing options that are currently underserved. The long-term viability, stability, and success of Vereker Farms is evidence of the desirability of this type of development.*

h. How the proposed mix of dwelling types and/or commercial uses advances community goals of diversity, affordability and market changes.

*As addressed above, we feel the proposed development provides a type of housing underrepresented in Oxford; small, accessible 1 and 1-1/2 story homes with exterior maintenance provided by a Home Owner's Association. This development will provide new housing alternatives for a variety of families, including first time home buyers, "empty nesters", and faculty, and has convenient access to areas south of the City via US 27 for commuters.*

i. Proposals for the provision of public utilities and services, if insufficient or not available for the planned development, or for the provision of suitable private utilities and services.

*Public water is available along Lake Forest Drive and will be extended within the development. Sanitary sewer will be extended to the site and throughout the development. Stormwater quality BMPs have been provided within the development. .*

j. A general analysis of expected traffic impact, including vehicular and pedestrian safety resulting from the proposed development.

*With the construction of Lake Forest Drive, a Traffic Impact Study was submitted to ODOT and the City which accounted for the development of this property, as well as the adjacent vacant land within the Southpointe Crossings development. A southbound left turn lane was constructed on US 27 to mitigate the impact of both the proposed and future development.*

*Sidewalk will be constructed along US 27, Lake Forest Drive and the private streets within South Forest Sedge Section One, to accommodate pedestrians.*

k. The substance of proposed covenants, easements and other restrictions on the land and structures.

*Enclosed please find draft Covenants and Restrictions for South Forest Edge Section One.*

The enclosed Final Planned Development confirms to all conditions of City of Oxford Ordinance 3613 pertaining to the Preliminary Planned Development submittal for South Forest Edge Section One. Please place this item on the July 13th Planning Commission Meeting agenda.

Should you have any questions, or need any additional information, please do not hesitate to contact us.

Sincerely,

Etta M. Reed, PE

Enclosures

Cc: 4 Leaf Development LLC

Date: May 27, 2021

Description: Pt. Lot #3716
11.6629 Acres

Location: City of Oxford
Butler County, Ohio

Situated in the State of Ohio, Congress Lands West of the Miami River, Section 36, Town 5, Range 1, City of Oxford, Butler County and being 11.6629 acres of land in part of Lot #3716 of the designated list of lots in the City of Oxford and being the lands of 4-Leaf Development, LLC as recorded in Official Record 7669, Page 950 of the Butler County, Ohio Recorder's Office and being further described as follows:

Commencing at the southwest corner of Open Space Lot #3715 (F.K.A. Lot #8 of Southpointe Crossing, Section One as recorded in Plat Envelope 4020, Pages A-B) and being on the westerly boundary of said part of Lot #3716 and being on the easterly boundary of the lands of Dirk and Amy Hines (7.507 Ac.) as recorded in Official Record 8469, Page 1023 of the Butler County, Ohio Recorder's Office and being the **True Point of Beginning;**

thence, leaving the easterly boundary of said lands of Dirk and Amy Hines (7.507 Ac.) and with the southerly boundary of said Southpointe Crossing, Section One and with the northerly boundary of said part of Lot #3716 for the following six courses:

1.) North 70° 59' 47" East, 85.38 feet;

2.) North 57° 36' 25" East, 80.70 feet;

3.) North 32° 22' 25" East, 110.14 feet;

4.) North 22° 37' 31" East, 102.20 feet;

5.) North 00° 44' 30" West, 143.90 feet;

6.) North 35° 24' 04" East, 49.34 feet to the southerly boundary of Open Space Lot #3858 of the Re-Plat of Southpointe Crossing, Section One as recorded in Official Record 8905, Page 991 of the Butler County, Ohio Recorder's Office;

thence, leaving said boundary of Southpointe Crossing, Section One and with the boundary of said Re-plat of Southpointe Crossing, Section One and continuing with the boundary of said part of Lot #3716 for the following four courses:

1.) North 88° 11' 02" East, 56.88 feet;

2.) South 81° 47' 13" East, 104.46 feet;

3.) North 00° 28' 30" East, 238.26 feet;

4.) with a curve to the right, having a central angle of 10° 03' 05", a radius of 1100.00 feet, an arc length of 192.97 feet and a chord bearing and distance of North 05° 30' 03" East, 192.73 feet to the westerly right of way of Lake Forest Drive as dedicated in Official Record 9533, Page 593 of the Butler County, Ohio Recorder's Office;

6900 Tylersville Road, Suite A, Mason, OH 45040, 513-336-6600
110 South College Ave, Suite 101, Oxford, OH 45056, 513-523-4270
1404 Race Street, Suite 204, Cincinnati, OH 45202, 513-834-6151
209 Grandview Drive, Fort Mitchell, KY 41017, 859-261-1113

http://www.bayerbecker.com

thence, leaving the boundary of said Re-plat of Southpointe Crossing, Section One and with the westerly right of way of said Lake Forest Drive and with the boundary of said part of Lot #3715 for the following six course:

1.) with a curve to the left, having a central angle of 26° 28' 23", a radius of 527.50 feet, an arc length of 243.73 feet and a chord bearing and distance of South 02° 42' 36" East, 241.57 feet;

2.) South 15° 56' 48" East, 82.73 feet;

3.) with a curve to the right, having a central angle of 16° 25' 18", a radius of 472.50 feet, an arc length of 135.42 feet and a chord bearing and distance of South 07° 44' 09" East, 134.96 feet;

4.) South 00° 28' 30" West, 139.17 feet;

5.) with a curve to the right, having a central angle of 55° 47' 35", a radius of 1172.50 feet, an arc length of 1141.75 feet and a chord bearing and distance of South 28° 22' 18" West, 1097.17 feet;

6.) South 56° 16' 05" West, 192.03 feet to the future easterly right of way of Millville Oxford Road (U.S. #27);

thence, leaving the westerly right of way of said Lake Forest Drive and with the future easterly right of way of said Millville Oxford Road (U.S. #27), North 34° 01' 03" West, 556.04 feet to the southerly boundary of the lands of Robert & Tami S. Kuginskie (0.965 Ac.) as recorded in Official Record 6534, Page 2011 of the Butler County, Ohio Recorder's Office and being the northerly boundary of said Lot #3716;

thence, leaving said easterly right of way of said Millville Oxford Road (U.S. #27) and with the boundary of said lands of Robert & Tami S. Kuginskie (0.965 Ac.) extended and with the boundary of said part of Lot #3715 for the following four courses:

1. South 87° 14' 56" East, 153.88 feet;
2. North 77° 52' 38" East, 206.18 feet;
3. North 41° 06' 02" East, 188.80 feet;
4. North 02° 23' 54" East, 167.37 feet to the **True Point of Beginning** containing 508,036 square feet or 11.6629 acres of land, more or less and being subject to all easements, legal highways, restrictions and agreements of record.

## John Bayer

**From:** Ben Dusina <BDusina@smeinc.com>
**Sent:** Friday, May 28, 2021 11:53 AM
**To:** John Bayer
**Cc:** Vincent J Epps
**Subject:** RE: South Forest Edge Section 1
**Attachments:** South Forest Edge Borings.pdf

Hi John,

I hope you are doing well.

I reviewed our borings in the area (attached). Boring B-4 hit shallow bedrock (~2.5-ft). Boring B-5 and B-6 encountered bedrock deeper (10 to 13-ft). The overburden soils in each of the 3 borings consisted stiff to hard cohesive (low permeability) soils. These soils will retain water for some time and are generally good soil for use as pond liners. Might want to scarify and recompact the upper 12-in once the pond is excavated.

Thanks,

**Ben Dusina, PE**
Office Principal / Project Manager

BUILT FOR VERSATILITY

S&ME
862 East Crescentville Road
Cincinnati, OH 45246 map
O: 513.771.8471
M: 513.518.7325
www.smeinc.com
LinkedIn | Twitter | Facebook



**From:** John Bayer <johnbayer@bayerbecker.com>
**Sent:** Tuesday, May 25, 2021 8:03 AM
**To:** Ben Dusina <BDusina@smeinc.com>; Vincent J Epps <vepps@smeinc.com>
**Subject:** RE: South Forest Edge Section 1

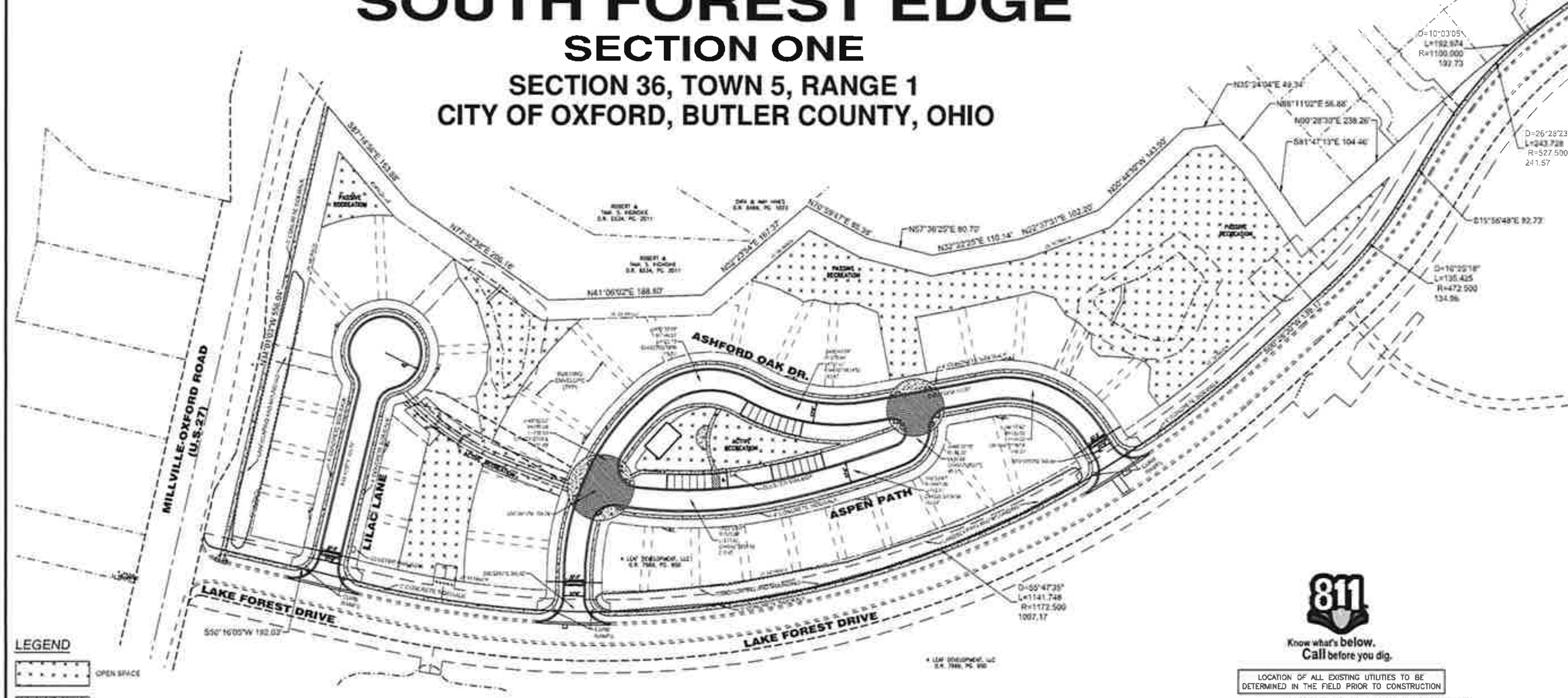


Ben,
Have you had an opportunity to look into the suitability of the soils for north water quality basin for South Forest Edge Section One? Let me know what you might need from me.
Thanks,

# SOUTH FOREST EDGE

## SECTION ONE

### SECTION 36, TOWN 5, RANGE 1
### CITY OF OXFORD, BUTLER COUNTY, OHIO




LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

The locations of underground utilities as shown hereon are based on aboveground structures and record drawings. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered.

NOTE
ALL BUILDING SETBACKS FROM PRIVATE STREETS ARE 20' FROM BACK OF CURB UNLESS OTHERWISE NOTED.

## LEGEND

- OPEN SPACE
- CONCRETE WALK
- STAMPED ASPHALT CONTRACTOR TO COORDINATE WITH DEVELOPER ON PATTERN TO BE USED


VICINITY MAP
NO SCALE

IN WITNESS WHEREOF, WE HAVE UNTO SET OUR HAND ON THIS ____ DAY OF ____________ A.D. 2021

**OWNER**
4 LEAF DEVELOPMENT LLC

______________________

**STATE OF ______ S.S.**
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF ____________ A.D. 2021 BY ________________ OF ________________ AN ________________ ________ ON ITS BEHALF

______________________
NOTARY PUBLIC, STATE OF _____

______________________
MY COMMISSION EXPIRES

**CITY OF OXFORD**

______________________ ______________
CLERK OF COUNCIL DATE

______________________ ______________
COMMUNITY DEVELOPMENT DIRECTOR DATE

______________________ ______________
SERVICE DIRECTOR/CITY ENGINEER DATE

FILE FOR RECORD ____________ AT ____________

RECORDED ____________ A.D. 20______

OFFICIAL RECORD ____________ PAGES ______

______________________ BY ______________
RECORDER, BUTLER COUNTY, OHIO DEPUTY

FILE ____________ FEE ____________

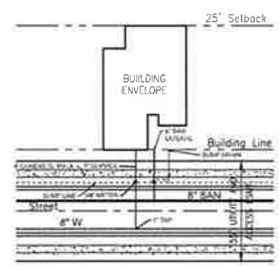
## SITE LAYOUT NOTES

1. ALL STREETS ARE PRIVATE
2. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) "CONSTRUCTION AND MATERIAL SPECIFICATIONS" AND PROJECT SPECIFICATIONS. IN THE EVENT OF A CONFLICT, THE MORE STRINGENT STANDARD APPLIES.
4. WHERE CONNECTING TO EXISTING ASPHALT PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING EDGE OF PAVEMENT TO PROVIDE A CLEAN EDGE. ITEM 407 TACK COAT SHALL BE APPLIED TO THE ENTIRE CUT FACE OF THE EXISTING PAVEMENT PRIOR TO THE PLACEMENT OF THE PROPOSED PAVEMENT.
5. WHERE CONNECTING TO EXISTING CONCRETE WALK, THE CONTRACTOR SHALL SAWCUT THE EXISTING WALK (AT AN EXISTING JOINT IF POSSIBLE) TO PROVIDE A SOUND & CLEAN EDGE.
6. ADDITIONAL PAVEMENT/CURB WORK DUE TO EXTENTS OF DEMO OR REWORK SHOWN IN THE CONSTRUCTION DRAWING SHALL BE INCLUDED AS PART OF THE CONTRACTORS SCOPE OF WORK.
7. ALL PAVEMENT MARKINGS SHALL CONFORM TO ITEM 640 PAVEMENT MARKINGS AND THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAVEMENT MARKING MATERIAL SHALL BE PER ITEM 642 TRAFFIC PAINT UNLESS OTHERWISE NOTED.
8. ALL TRAFFIC SIGNS AND POSTS SHALL CONFORM TO ITEM 630 TRAFFIC SIGNS AND SUPPORTS AND THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
9. HOME OWNERS ASSOCIATION TO BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE LOTS AND WATER QUALITY BASINS.
10. NO HOMES SHALL BE CONSTRUCTED IN OPEN SPACE AREAS.

OWNER/DEVELOPER
4 LEAF DEVELOPMENT LLC
125 WEST SPRING STREET
OXFORD, OH 45056

DEVELOPMENT SUMMARY
EXISTING ZONING: R-3A PLANNED DEVELOPMENT

TOTAL ACREAGE: 11.37 ACRES
PROPOSED NUMBER OF SINGLE FAMILY UNITS: 36
PROPOSED DENSITY: 5.00 UNITS/ACRE
OPEN SPACE NOT INCLUDING SETBACKS: 2.43 ACRES 24.9%




TYPICAL LOT LAYOUT

SOUTH FOREST EDGE
SECTION ONE
PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

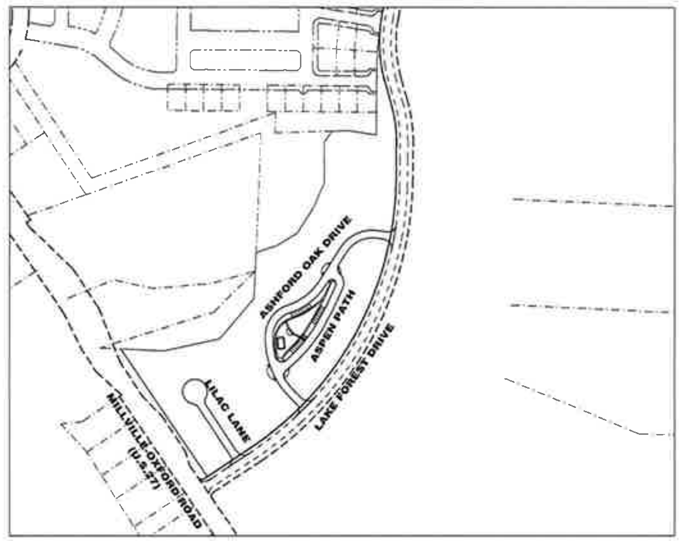
FINAL PUD PLAN

bayer becker
118 S. College Avenue, Suite 101
Oxford, OH 45056

# SOUTH FOREST EDGE
## SECTION 1
### PART OF LOT #3716
### CONGRESS LANDS WEST OF THE MIAMI RIVER
### SECTION 36, TOWN 5, RANGE 1
### CITY OF OXFORD, BUTLER COUNTY, OHIO

## GENERAL NOTES

1. Item numbers refer to the Ohio Department of Transportation construction and material specifications, and all construction work shall be done according to said specifications and according to City of Oxford requirements and standards for subdivisions. When in conflict, the City of Oxford requirements shall prevail.
2. Items that pertain to underground utilities such as watermain pipe, sanitary sewer pipe, water valves and manhole frames and covers, etc., will remain under specifications of the utility serving the area. Storm sewers shall be designed and constructed in accordance with the requirements of the City of Oxford.
3. All trenches within the public access and utility easement shall be compacted and backfilled in accordance with Item 203 and 603 in the state specifications.
4. Surface course (Item 441) and tack coat (Item 407) are to be applied no sooner than nine (9) months after the leveling 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.
5. All proposed streets are to be private. A 55' wide Public Access and Utility Easement shall be shown on the record plat parallel to and centered on each roadway allowing for installation, operation and maintenance of sewers, water, electric and telephone conduits and any other public or quasi public utility.
6. Developer shall be responsible for the installation of conduits for the full width of the Public Access and Utility Easement at a depth of 36" for use by the electric, telephone and cable services. The location of the lines shall be coordinated with utility companies by the developer.
7. All electrical transformers shall be located so that they do not interfere with the existing manholes or water main appurtenances.
8. Sump line conduits are to be SDR 35, Armco 2000, or equivalent.
9. All frames & grates located in the pavement shall be H-20 traffic bearing.
10. WATER MAIN
    - A. Water main materials, valves, fire hydrants, fittings and appurtenances and installation to be as per the City of Oxford specifications, using class 53 Ductile Iron 350 psi as per AWWA C-151 with minimum 4' cover.
    - B. All water main valves to have a minimum depth of 2.5' and a maximum depth of 4' from proposed grade to the top of the Valve Operating Nut.
    - C. Minimum 10' horizontal, 18" vertical separation between water main and sanitary and/or storm sewer.
    - D. Water main shall be restrained for at least three full pipe lengths at all bends and ends of pipe. Thrust blocking or restrained joint gaskets may be used as determined by city staff.
    - E. Service piping smaller than three (3) inches shall be seamless copper flexible water tubing, ASTM B 88, type K, pressure class 350 PSI.
    - F. The contractor shall test and disinfect the water system per all city and state requirements and regulations.
    - G. Additional corporation stops and 1 inch copper will be needed for water main testing. A plan for disinfection and hydrostatic testing will need to be coordinated between the contractor and the City of Oxford
    - H. Owner, contractor, and City of Oxford shall coordinate regarding the requirements and procedures for connection to the existing water mains.
10. SANITARY SEWER
    - A. Sanitary sewer materials and installation to be as per the City of Oxford specifications.
    - B. Crossings – Whenever a sanitary sewer and water main must cross, the sewer shall be at such an elevation that the crown of the sewer is at least 18 inches measured between the outside pipe walls, below the bottom of the water main. If it is absolutely impossible to maintain the 18 inch vertical separation, the water main shall be relocated or the sewer shall be constructed as follows:
        1. A sewer passing over or under the water main shall be encased or constructed of materials that are equivalent to water main standards of construction for a minimum distance of 10 feet on each side of the water main.
        2. The sewer crossing shall be constructed so that the sewer joints will be equidistant and as far as possible from the water main joints.
        3. Where a water main passes under a sewer, adequate structural support shall be provided for the sewer to prevent damage to the water main.
    - C. Sanitary laterals shall be extended to at least ten (10) feet beyond the Property / Right-of-Way or to the edge of the easement, whichever is greater.
    - D. Sanitary sewer laterals, which shall include all pipe and appurtenances from the building to the public sewer main, and the connection to the public sewer main shall be considered private and the responsibility of the property owner to maintain. The connection to the sewer would be any piping that extends out from the main barrel of the sewer main.
    - E. The existing sanitary sewer invert shall be field verified prior to construction.
    - F. The sanitary sewer laterals shall be PVC or schedule 40.
11. All trenches within the right-of-way and 15" utility easement shall be compacted and backfilled in accordance with Item 203 in the state and City of Oxford specifications.
12. Storm & sanitary building sewers and taps shall be constructed in accordance with current building codes. All City of Oxford and state rules & regulations.
13. Provide granular class B pipe bedding throughout. Backfill all trenches under slab, walks, and paved areas with dense graded aggregate or crushed stone per the City of Oxford standards.
14. The City of Oxford does not accept any responsibility for the relocation, repair, or replacement of any other utility installed within five (5) feet of the center line of any sanitary sewer main or water main.
15. Private driveways, parking lots and other paved areas, earthen berms or structures should not be constructed over private water or sewer service lines within the public road right of way or within the easement areas for public utilities. Should this occur, the property owner shall be held responsible for the protection and repair and for providing access to any curb stops, meter pits, manholes, clean-outs, etc. installed in conjunction with these private service lines and for any damage or restoration of the paved surfaces or structures that may result from the future operation, maintenance, repair or replacement of said service lines and appurtenances.
16. STORM SEWER
    - A. Storm sewer pipe shall be installed per ODOT Item 611 and City of Oxford Specifications. All joints shall be soil seal joints unless specifically noted on the plans.
    - B. All catch basins and manholes with a depth greater than 4' shall be provided with steps. Steps shall meet the requirements of ODOT STD. 604.
17. Roof drains, foundation drains, and other clean water connections to the sanitary sewer system are prohibited.
18. Any stormwater basin on site should be constructed prior to the clearing of topsoil and grading of the site. All trees and vegetation shall be removed from all proposed detention basins regardless of maintenance responsibility.
19. SEDIMENTATION CONTROL
    The project has been designed to control erosion and prevent damage to other property. All stripping, earthwork, and regrading shall be performed to minimize erosion. Natural vegetation shall be retained wherever possible. The proposed plan will allow almost all eroded material to be retained on site.
    All areas disturbed by the construction of the roadways, ditches and sediment basins shall be seeded and strawed as soon as possible to limit the erosion and stabilize the soil. Payment will be by the number of square yards disturbed as per the grading plan. For additional sedimentation control details, see grading plan.
20. The City of Oxford will not be responsible for any pavement or storm sewer repairs resulting from water main and sanitary sewer repairs. The City of Oxford also will not be responsible for adjusting manholes, valves, fire hydrants, meter pits, etc. as a result of grade changes. The grantor shall be responsible for proper adjustment of manholes, valves, fire hydrants, meter pits, etc. to the satisfaction of the City of Oxford, due to grade changes, paving, repairing, etc. initiated by the grantor.
21. Any roadway settlement greater than one inch will be required to be repaired with Item 613 Low Strength Mortar Backfill (Type 1).
22. Provide the City of Oxford with a forty-eight (48) hour notice prior to the start of any construction, including sanitary installation. Phone 513-524-5208.
23. Contractors to accept all Quantities as correct prior to beginning construction.
24. Existing Zoning: R-2A Planned Development
25. All proposed street lights shall be municipal grade Vanio 4005 block fixture, or approved equal, on 16' height pole including base height.




**PROPERTY MAP**

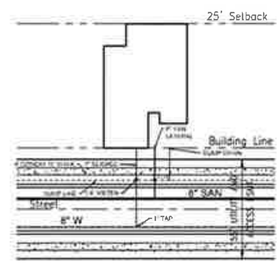
**CONSTRUCTION APPROVAL - CITY OF OXFORD**

| | |
|---|---|
| COMMUNITY DEVELOPMENT DIRECTOR | DATE |
| CITY ENGINEER | DATE |
| CITY FIRE CHIEF | DATE |

## UTILITY CONTACTS

| ELECTRIC | SANITARY, WATER & STORM SEWER | INTERNET & TELEPHONE |
|---|---|---|
| DUKE ENERGY | CITY OF OXFORD | CINCINNATI BELL |
| [illegible] ROAD | 15 S. COLLEGE AVE | 221 EAST FOURTH STREET, ROOM 121-900 |
| FAIRFIELD, OHIO 45014 | OXFORD, OHIO 45056 | CINCINNATI, OHIO 45202 |
| ATTN: MATTHEW FOLTZ | ATTN: SCOTT OTTO, PE | ATTN: MARK CONNER |
| 513-313-9220 | 513-524-5208 | 513-565-7043 |

| GAS | TELEPHONE | CABLE |
|---|---|---|
| DUKE ENERGY | FRONTIER COMMUNICATIONS | SPECTRUM |
| P.O. BOX 960, ROOM 460 ANNEX | 6404 WESTBROOK ROAD | 11252 CORNELL PARK DRIVE |
| CINCINNATI, OH 45273-9598 | CLAYTON, OHIO [illegible] | CINCINNATI, OHIO [illegible] |
| ATTN: MAGGIE LOEFFLER | ATTN: CHUCK BERNACCHI | ATTN: JIM O'REILLY |
| 513-287-2382 | 937-833-0468 | [illegible] |




**TYPICAL LOT LAYOUT**


**VICINITY MAP**

NO SCALE

## BENCHMARK

SET CROSS NOTCH IN THE CURB RETURN SOUTH OF LAKE FOREST DRIVE AND EAST OF US 27, 18.5 FEET WEST OF AN EXISTING CATCH BASIN, 21.8 FEET NORTH OF AN EXISTING UTILITY POLE
ELEVATION=830.46

## OWNER & DEVELOPER

4-Leaf Development
125 West Spring Street
Oxford, Ohio 45056
513-524-9500

## ENGINEER, LANDSCAPE ARCHITECT & SURVEYOR

Bayer Becker
110 S. College Avenue, Suite 101
Oxford, Ohio 45056
513-532-4270

## INDEX TO SHEETS

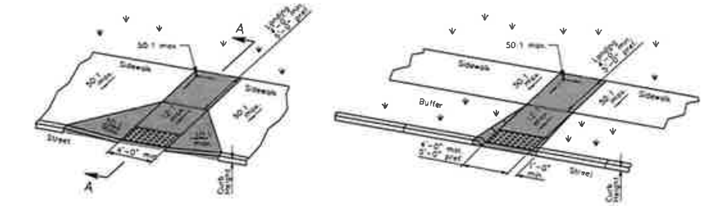


Know what's below. Call before you dig.


SOUTH FOREST EDGE
SECTION 1
PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

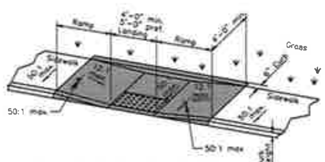

TITLE SHEET

bayer becker

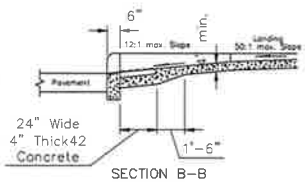



Type A1 (Perpendicular with flared sides) Type A2 (Perpendicular with returned curb)

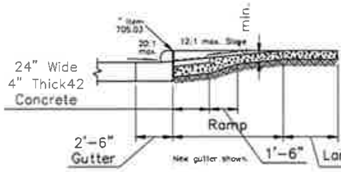
PERPENDICULAR CURB RAMP DETAILS




Type B2 (Double sided Parallel)




SECTION B–B
See Sheet 2




SECTION A–A
NORMAL DETAIL
See Sheet 2

NOTES

The running slope of the ramp is preferred to be 12:1 or flatter. In existing sidewalks, where the maximum ramp slope is not feasible due to site constraints (e.g. utility poles or vaults, right-of-way limits) it may be reduced as follows:

A) 10:1 for a max. rise of 6".
B) 8:1 for a max. rise of 3".
C) 6:1 over a max. run of 2'-0" for historic areas where a flatter slope is not feasible.

To prevent chasing the grade indefinately, the transition from exisiting sidewalk to the shaded curb ramp area is not required to exceed 15 feet in length.

While ramps may be skewed to the crosswalk, the entire lower landing area must fall within the cross walk that the ramp serves and cannot be located in the traveled lane of opposing traffic.

The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transitions shall be 20:1 or flatter.

The bottom edge of the ramp shall change planes perpendicular to the landing.

The edge of the curb shall be flush with the edge of the adjacent pavement and gutter and surface slopes that meet grade breaks shall also be flush.

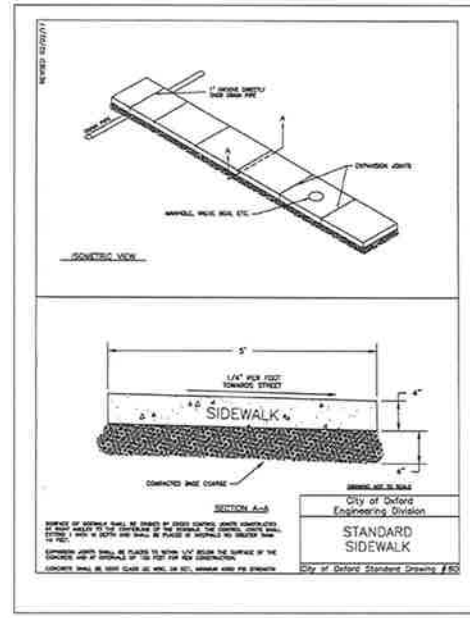
Ramp landings shall be 4' min. x 4' min. with a 50:1 or flatter cross slope and running slope.

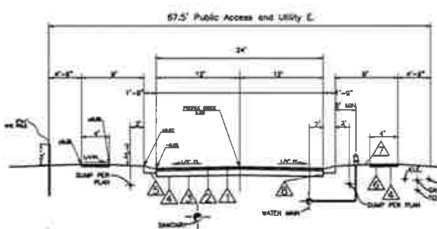
DETECTABLE WARNINGS: Install Detectable Warnings on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

DRAINAGE: Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding " between the 1) pavement and gutter, and 2) gutter and ramp, are not allowed.

SURFACE TEXTURE: Texture concrete surfaces by coarse brooming transverse to the ramp slopes to be rougher than the adjacent walk.

JOINTS: Provide expansion joints in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a " Item 705.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges and slope changes, and do not necessarily indicate joint lines.



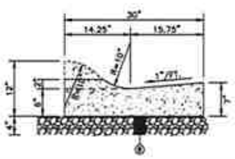




STORM

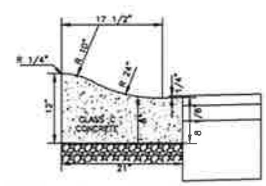
TYPICAL SECTION

1. 1-1/2" ASPHALT CONCRETE SURFACE COURSE – ITEM 441
2. 1-3/4" ASPHALT CONCRETE INTERMEDIATE LEVELING COURSE – ITEM 441
3. 10" BASE COURSE – ITEM 304 AGGREGATE BASE
4. COMPACTED SUBGRADE – ITEM 204
5. ROLLED FACE CURB & GUTTER – SEE DETAIL RIGHT
6. FOUR INCH THICK CLASS "C" CONCRETE SIDEWALK, FIVE FEET WIDE ITEM 608 WALK TO BE 1/2" HIGHER THAN SOD.
7. SEEDING & MULCHING – ITEM 659 @ 1/2" PER FT. TYP
8. TACK COAT – ITEM 407 – TO BE APPLIED TO FRONT FACE OF CURB PRIOR TO INSTALLATION OF 301 BITUMINOUS AGGREGATE BASE. ALSO TO BE APPLIED TO CURB JOINT AFTER THE INSTALLATION OF 448 LEVELING COURSE.

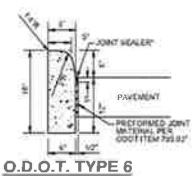
| ITEM | DEPTH TOP OF PIPE |
|---|---|
| Underdrain | 18" |
| Sumplines | 24" – 30" |
| Gas | 24" – 30" |
| Water | 48" – 54" |
| Electric | 36" – 40" |
| Telephone | 36" – 40" |
| Cable TV | 36" – 40" |




DEPRESSED CURB AND GUTTER
LAKE FOREST DRIVE REPLACEMENT
NOT TO SCALE



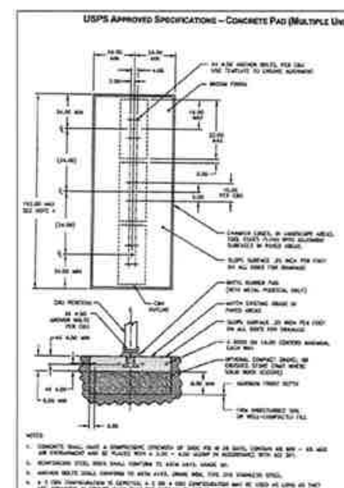

ROLLED FACE CURB & GUTTER
(PRIVATE STREETS ONLY)
NOT TO SCALE




O.D.O.T. TYPE 6
CURB DETAIL
NOT TO SCALE

*NOTE: EXPANSION JOINT MATERIAL & JOINT SEALER ARE NOT REQUIRED FOR THAT PORTION OF THE CURB WHICH IS ADJACENT TO A FLEXIBLE TYPE PAVEMENT. BOTH MATERIALS ARE REQUIRED FOR THE FULL HEIGHT OF RIGID PAVEMENT AND CONCRETE BASES.

USPS APPROVED SPECIFICATIONS – CONCRETE PAD (MULTIPLE UNIT)



SOUTH FOREST EDGE
SECTION 1
PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

TYPICAL SECTION & SITE DETAILS

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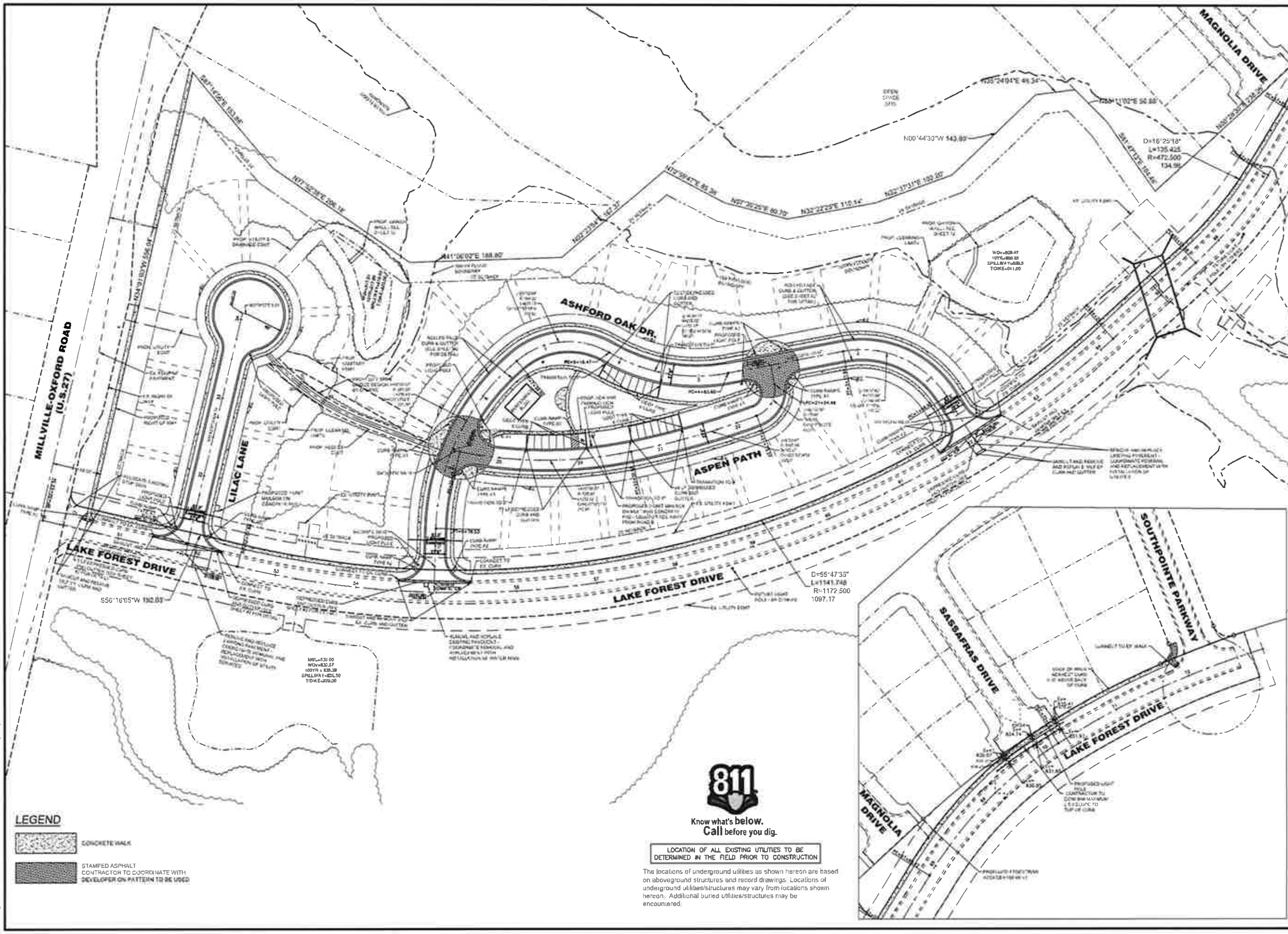
JAS

2/13




# SOUTH FOREST EDGE
## SECTION 1

PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

SITE LAYOUT PLAN

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110 S. College Avenue, Suite 101
Oxford, OH 45056 - 513.527.4270

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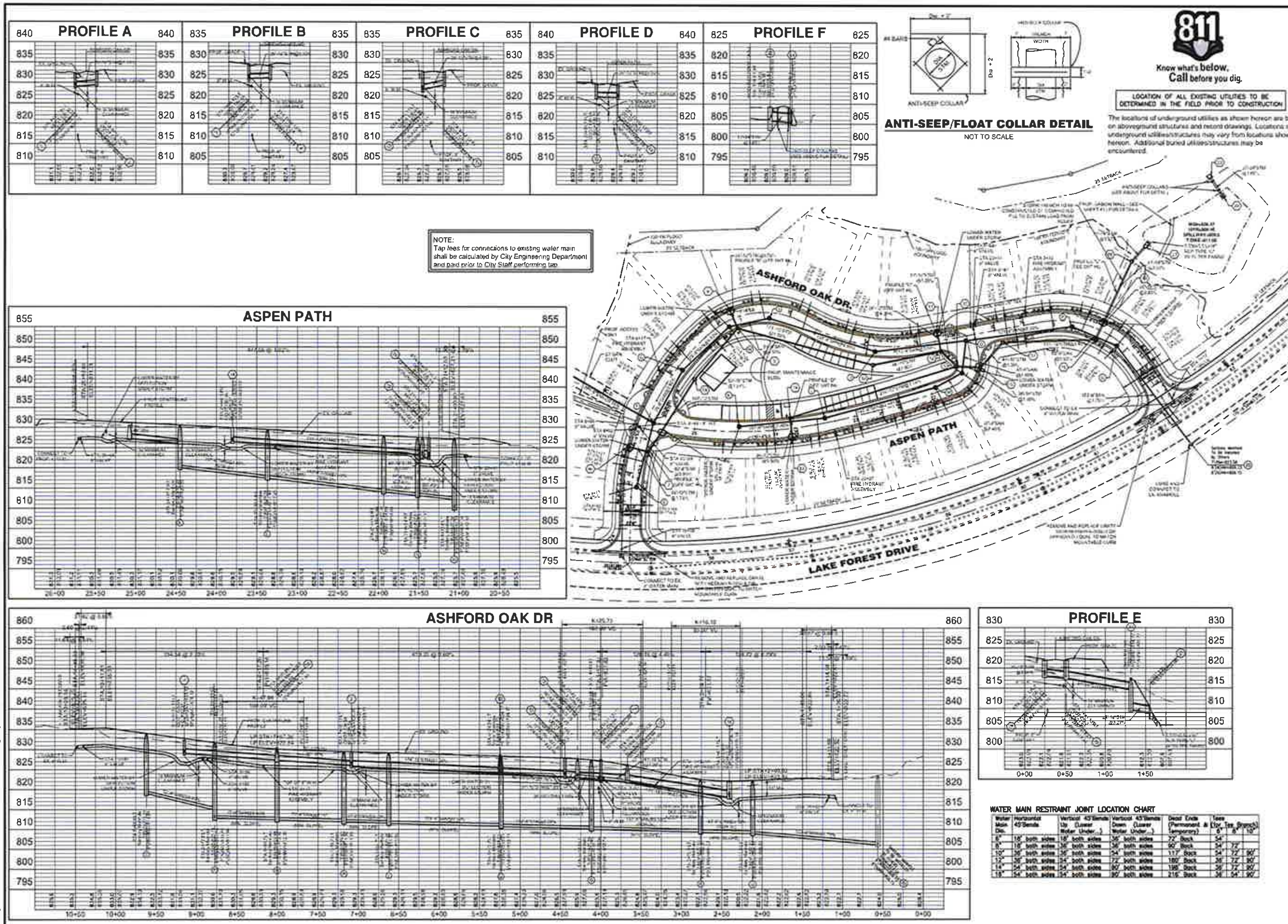


Know what's **below.**
**Call** before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

The locations of underground utilities as shown hereon are based on aboveground structures and record drawings. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered.

NOTE:
Tap fees for connections to existing water main shall be calculated by City Engineering Department and paid prior to City Staff performing tap.

**WATER MAIN RESTRAINT JOINT LOCATION CHART**

| Water Main Dia. | Horizontal 45°Bends | Vertical 45°Bends Up (Lower Water Under...) | Vertical 45°Bends Down (Lower Water Under...) | Dead Ends (Permanent & Temporary) | Tees (for Tee Branch) 6" | 8" | 10" |
|---|---|---|---|---|---|---|---|
| 6" | 18' both sides | 18' both sides | 36' both sides | 72' Back | 54' | | |
| 8" | 18' both sides | 36' both sides | 36' both sides | 90' Back | 54' | 72' | |
| 10" | 36' both sides | 36' both sides | 54' both sides | 117' Back | 54' | 72' | 90' |
| 12" | 36' both sides | 54' both sides | 72' both sides | 180' Back | 36' | 72' | 90' |
| 14" | 54' both sides | 54' both sides | 90' both sides | 198' Back | 36' | 72' | 90' |
| 16" | 54' both sides | 54' both sides | 90' both sides | 216' Back | 36' | 54' | 90' |

# SOUTH FOREST EDGE
## SECTION 1

PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

PLAN & PROFILE

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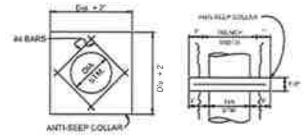
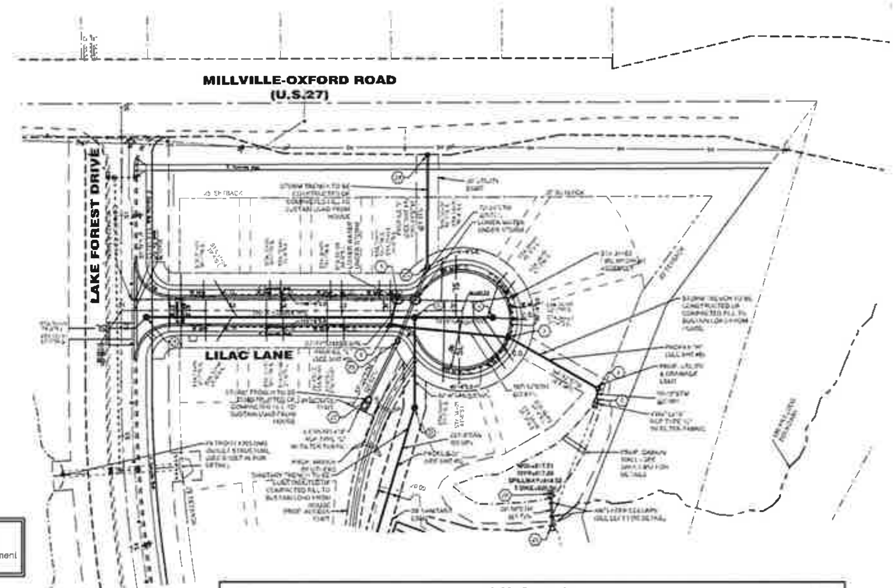
NOTES

1. 48 hours notice to be given to affected residents before construction begins.
2. ~~All manholes are 48" diameter unless otherwise noted.~~
3. All Catch Basin B/C Elevations located within the curb are set to the Back of Curb Elevations.
4. ~~See Storm Sewer Profiles on Sheet #4 & #5.~~
5. ~~Lower 1" Water Services as needed to avoid conflicts with Storm with Min. 4' Cover.~~
6. Location of existing utilities to be determined in the field prior to work beginning.
7. All lots Sump to Sump Drain unless otherwise noted in plan.
8. Sump Lines to be installed as per Typical Lot Detail on Sheet #2. Wyes or Tees are to be placed on the low side of specified lots, and marked with Wye poles.
9. Contractors to accept all quantities as correct prior to beginning construction.
10. Additional corporation stops and 1 inch copper will be needed for water main testing. A plan for disinfection and hydrostatic testing will need to be coordinated between the contractor and the City of Oxford.




ANTI-SEEP/FLOAT COLLAR DETAIL

NOT TO SCALE




WATER MAIN RESTRAINT JOINT LOCATION CHART

| Water Main Dia. | Horizontal 45°Bends | Vertical 45°Bends Up (Lower Water Under...) | Vertical 45°Bends Down (Lower Water Under...) | Dead Ends (Permanent & Temporary) | Tees (for Tee Branch) 6" | 8" | 10" |
|---|---|---|---|---|---|---|---|
| 6" | 18' both sides | 18' both sides | 36' both sides | 72' Back | 54' | | |
| 8" | 18' both sides | 36' both sides | 36' both sides | 90' Back | 54' | 72' | |
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| 12" | 36' both sides | 54' both sides | 72' both sides | 180' Back | 36' | 72' | 90' |
| 14" | 54' both sides | 54' both sides | 90' both sides | 198' Back | 36' | 72' | 90' |
| 16" | 54' both sides | 54' both sides | 90' both sides | 216' Back | 36' | 54' | 90' |

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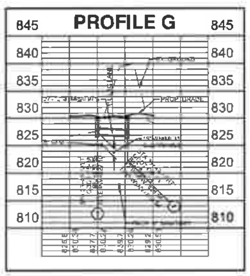


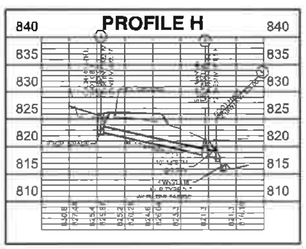


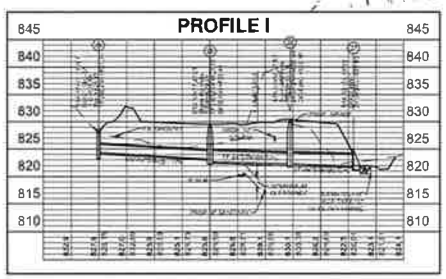


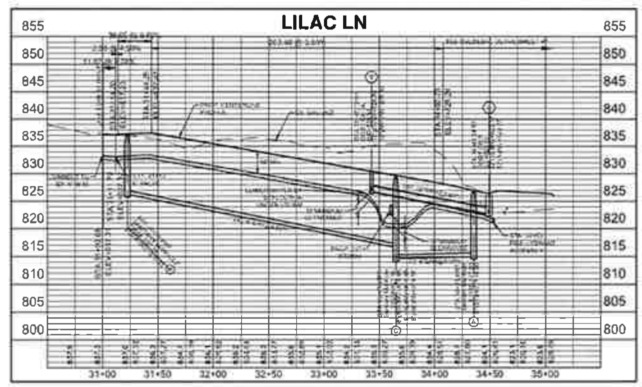


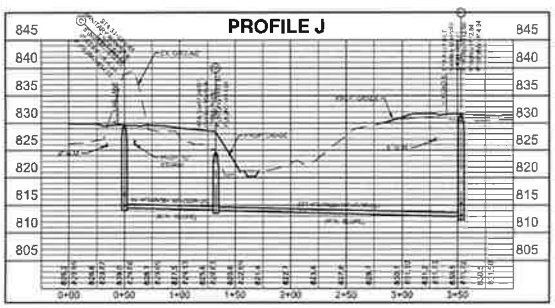


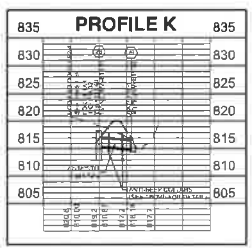


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# SOUTH FOREST EDGE
## SECTION 1

PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

PLAN & PROFILE

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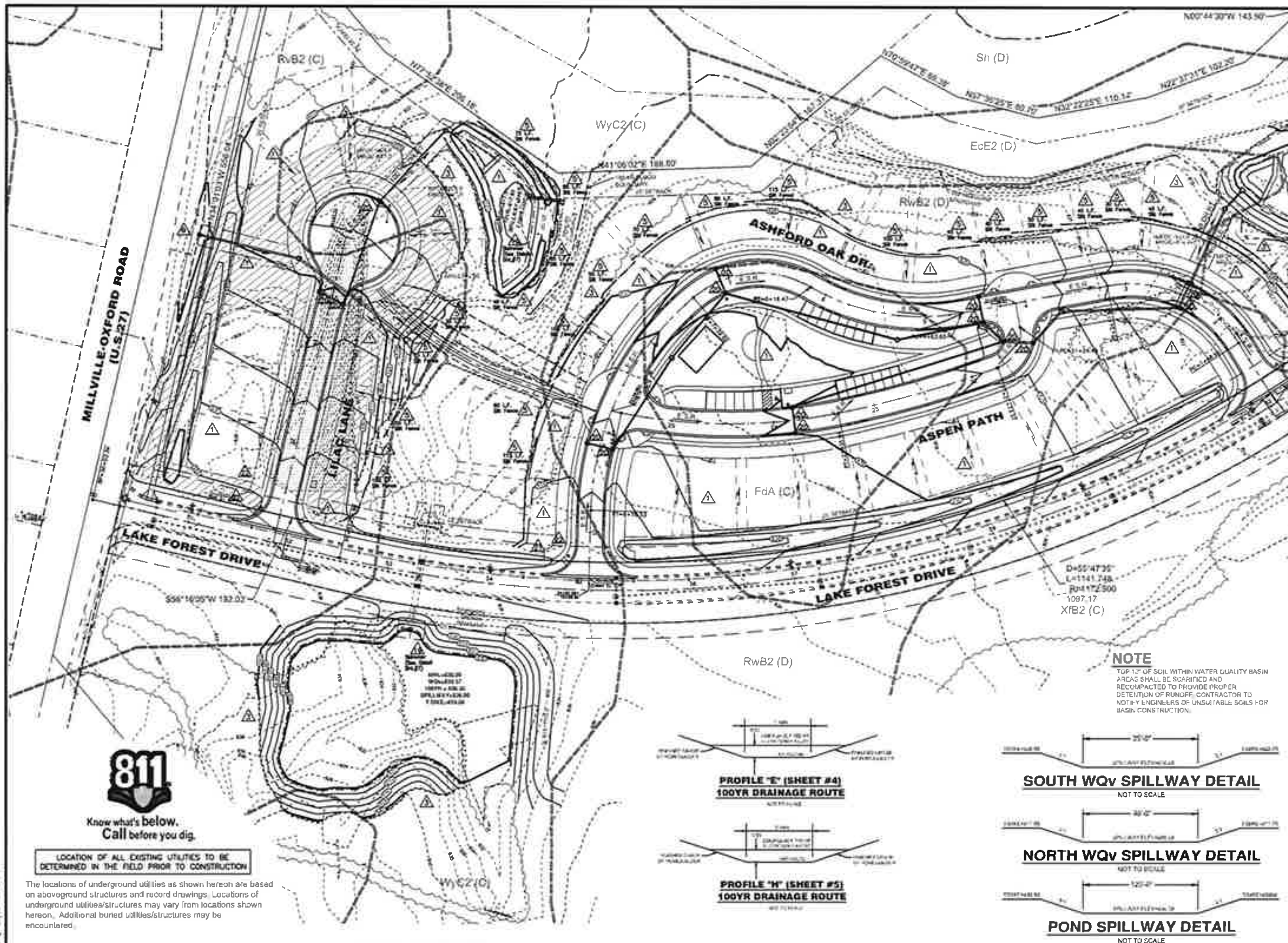
5/13




811
Know what's below. Call before you dig.

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION

The locations of underground utilities as shown hereon are based on aboveground structures and record drawings. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered.

| SOIL TYPES<br>Obtained from NRCS Web Soil Survey | | |
|---|---|---|
| Symbol | Name | Type |
| EcE2 | Eden silty clay loam, 15 to 25 percent slopes moderately eroded | D |
| FdA | Fincastle silt loam, bedrock substratum, 0 to 2 percent slopes | C |
| RvB2 | Russell-Miamian silt loams, 2 to 6 percent slopes moderately eroded | C |
| RwB2 | Russell-Miamian silt loams, bedrock substratum, 2 to 6 percent slopes, moderately eroded | D |
| Sh | Shoals silt loam, 0 to 2 percent slopes, frequently flooded, brief duration | D |
| WyC2 | Wynn silt loam, 2 to 6 percent slopes, eroded | C |
| XfB2 | Xenia silt loam, bedrock substratum, 2 to 6 percent slopes, moderately eroded | C |

## BASIN SUMMARY

POND
DRAINAGE AREA = 94.88 ACRES

SEDIMENT BASIN
SEDIMENT STORAGE REQUIRED = [illegible] AC-FT
SEDIMENT STORAGE PROVIDED = [illegible] AC-FT

DEWATERING VOLUME REQUIRED = [illegible] AC-FT
DEWATERING VOLUME PROVIDED = [illegible] AC-FT

SEDIMENT CONTROL ORIFICE DIA = [illegible] IN
DEWATERING DRAWDOWN TIME = [illegible] HRS
(48HR MIN)

PERMANENT STORMWATER FACILITY
WQv STORAGE REQUIRED = [illegible] AC-FT
WQv STORAGE PROVIDED = [illegible] AC-FT

WQv ORIFICE DIA = [illegible] IN
WQv DRAWDOWN TIME = [illegible] HR
(24HR MIN)

100 YEAR W.S. ELEVATION = [illegible]
EMERGENCY SPILLWAY INV = [illegible]

SOUTH WQv BASIN
DRAINAGE AREA = [illegible].50 ACRES

SEDIMENT BASIN
SEDIMENT STORAGE REQUIRED = 0.06 AC-FT
SEDIMENT STORAGE PROVIDED = 0.06 AC-FT

DEWATERING VOLUME REQUIRED = 0.11 AC-FT
DEWATERING VOLUME PROVIDED = 0.11 AC-FT

SEDIMENT CONTROL ORIFICE DIA = 1.125 IN
DEWATERING DRAWDOWN TIME = 53.6 HRS
(48HR MIN)

PERMANENT STORMWATER FACILITY
WQv STORAGE REQUIRED = [illegible] AC-FT
WQv STORAGE PROVIDED = 0.08 AC-FT

WQv ORIFICE DIA = [illegible] IN
WQv DRAWDOWN TIME = [illegible] HR
(24HR MIN)

10 YEAR W.S. ELEVATION = [illegible]
EMERGENCY SPILLWAY INV = [illegible]

NORTH WQv BASIN
DRAINAGE AREA = 4.47 ACRES

SEDIMENT BASIN
SEDIMENT STORAGE REQUIRED = 0.10 AC-FT
SEDIMENT STORAGE PROVIDED = 0.10 AC-FT

DEWATERING VOLUME REQUIRED = 0.18 AC-FT
DEWATERING VOLUME PROVIDED = 0.18 AC-FT

SEDIMENT CONTROL ORIFICE DIA = 1.50 IN
DEWATERING DRAWDOWN TIME = 51.2 HRS
(48HR MIN)

PERMANENT STORMWATER FACILITY
WQv STORAGE REQUIRED = 0.21 AC-FT
WQv STORAGE PROVIDED = 0.21 AC-FT

WQv ORIFICE DIA = 1.25 IN
WQv DRAWDOWN TIME = 55.5 HR
(24HR MIN)

10 YEAR W.S. ELEVATION = 808.85
EMERGENCY SPILLWAY INV = 809.50

## NOTE

TOP 12" OF SOIL WITHIN WATER QUALITY BASIN AREAS SHALL BE SCARIFIED AND RECOMPACTED TO PROVIDE PROPER DETENTION OF RUNOFF. CONTRACTOR TO NOTIFY ENGINEERS OF UNSUITABLE SOILS FOR BASIN CONSTRUCTION.

## SOUTH WQv SPILLWAY DETAIL

NOT TO SCALE

## NORTH WQv SPILLWAY DETAIL

NOT TO SCALE

## POND SPILLWAY DETAIL

NOT TO SCALE

## SWPPP NOTES

1. THE CONSTRUCTION ACTIVITY WILL CONSIST OF MASS EARTHWORK, UTILITY INSTALLATION, CURB AND PAVEMENT CONSTRUCTION.
   SITE AREA [illegible] ACRES
   DISTURBED AREA [illegible] ACRES
2. PRIOR LAND USE: VACANT LAND
3. IMPERVIOUS CALCULATIONS:
   IMPERVIOUS AREA
   PRE-DEVELOPED [illegible] ACRES
   POST-DEVELOPED [illegible] ACRES
   IMPERVIOUS PERCENTAGE
   PRE-DEVELOPED [illegible] %
   POST-DEVELOPED 27.7 %
4. THE DEVELOPMENT DRAINS TO THE NORTH TO LICK RUN. THE EXISTING BASIN SOUTH OF LAKE FOREST DRIVE TO BE EXPANDED AND TWO BASINS ON THE NORTH SIDE OF THE DEVELOPMENT TO PROVIDE STORMWATER MANAGEMENT PER THE REQUIREMENTS OF THE CITY OF OXFORD.

## NOTE

CLEARING LIMITS SHOWN HAVE BEEN DESIGNED TO PRESERVE EXISTING VEGETATION. CONTRACTOR TO LIMIT CLEARING AND CONSTRUCTION ACTIVITY TO PRESERVE VEGETATION WHEREVER POSSIBLE.

SILT FENCE OR MULCH BERM

EXISTING SOIL PILE - EXCAVATE TO NATURAL SOIL PRIOR TO COMMENCING FILLS - CONTRACTOR TO DETERMINE SUITABILITY FOR USE OF SOIL PILE FOR STRUCTURAL FILL

24" TOPSOIL CAP

SOIL TYPES

CLEARING LIMITS

## EROSION CONTROL NOTES

- SEEDING AND MULCHING
- SODDING
- PRESERVE EXISTING VEGETATION
- STRAW BALE
- SILT FENCE OR MULCH BERM
- SOIL PILES
- TEMPORARY STREAM CROSSING
- GRAVEL CURB INLET SEDIMENT FILTER
- GEOTEXTILE INLET SEDIMENT FILTER
- GABIONS
- STRAW BALE DROP INLET SEDIMENT FILTER
- SOD DROP INLET SEDIMENT FILTER
- GRAVEL & WIRE MESH DROP INLET SEDIMENT FILTER
- BLOCK & GRAVEL CURB INLET SEDIMENT FILTER
- TEMPORARY SEDIMENT TRAPS & DAMS
- DIKES & SLOPE PROTECTION
- ROLLED GRAVEL CURB INLET SEDIMENT FILTER
- CHECK DAM
- TEMPORARY DETENTION SEDIMENT FILTER/BASIN
- SANDY BAG/BEAVER DAM OR EQUAL
- CONSTRUCTION ENTRANCE
- CONCRETE WASHOUT AREA

SEE SOIL EROSION & SEDIMENTATION CONTROL DETAIL SHEET (Page 10)

NOTES:

1. Regular inspection and maintenance will be provided for all erosion and sediment control practices. Permanent records of maintenance and inspections must be kept throughout the construction period. Inspections must be made a minimum of once every seven (7) days and immediately after storm events greater than 0.5 inches of rain in a 24 hour period. Provided will be name of inspector, major observations, date of inspection and corrective measures taken.
2. All erosion and sediment control practices must conform to the specifications of Rainwater and Land Development, Ohio's standards for storm water management, land development and urban stream protection.
3. Perimeter Sedimentation control and basins/traps shall be implemented as the first step of grading and within seven (7) days of initial grubbing or grading and shall continue to function until upland areas are stabilized.
4. Disturbed areas which will remain unworked for a period of twenty-one (21) days or more, shall be stabilized with seeding and mulching or other approved means within seven (7) days. All disturbed areas within fifty (50) feet of an intermittent or solid blue line stream shall be stabilized within two (2) days. All areas of a site which are at final grade shall be stabilized with seeding and mulching or other approved means within seven (7) days.
5. Quantities for Erosion Control may vary between detailed plans and field conditions during construction. Plan quantities are a minimum; more erosion control may be necessary due to environmental conditions.
6. Sedimentation control and ditch swales are subject to change upon completion of entire set of construction drawings.
7. No solid or liquid waste shall be discharged into storm water runoff.
8. Home builders are responsible for erosion control on each individual lot.
9. An average topsoil thickness of 12" was used by the engineer when developing these plans. Actual topsoil thickness may vary across the site.

# SOUTH FOREST EDGE
## SECTION 1

PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

GRADING & EROSION CONTROL PLAN

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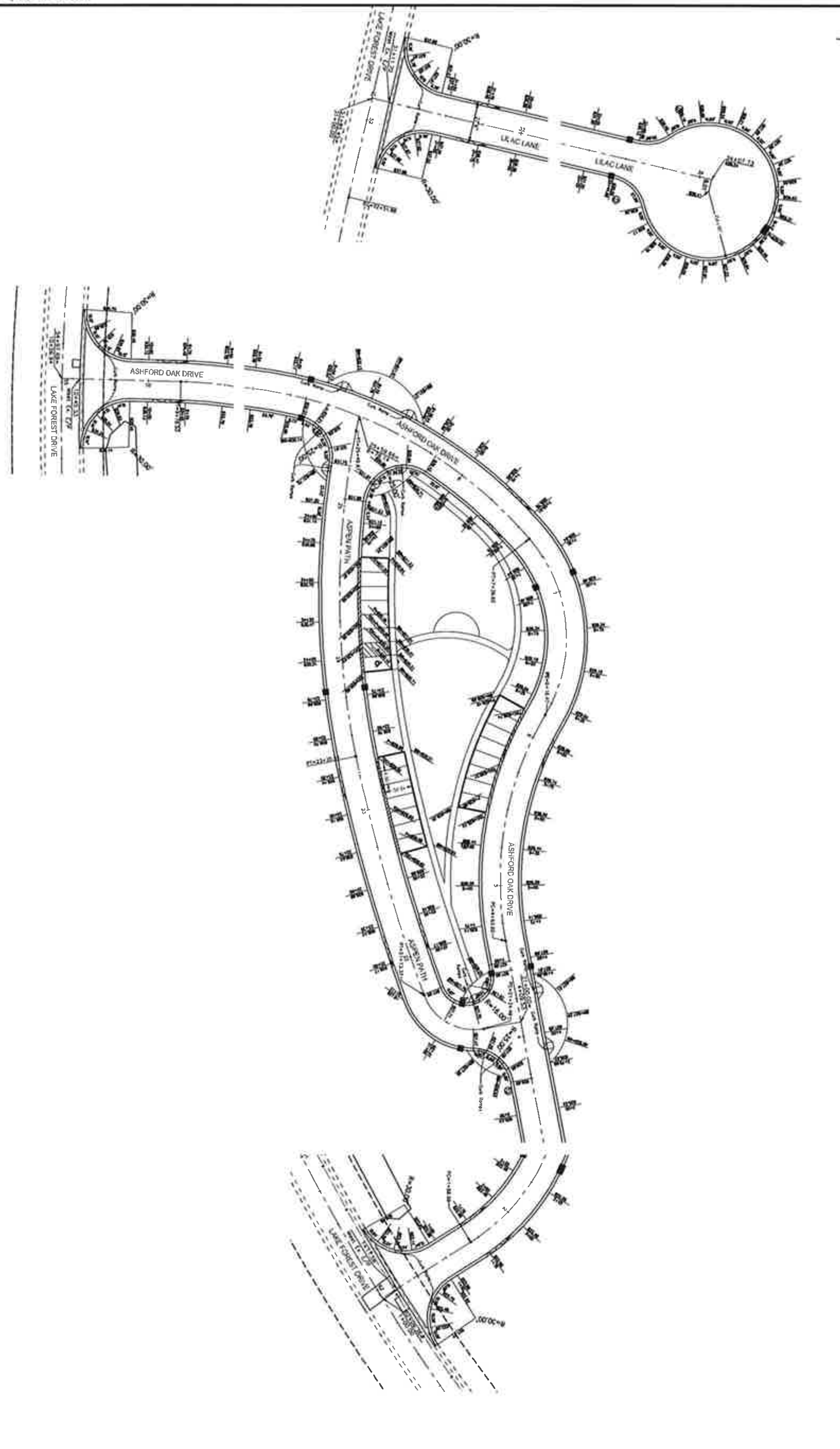


| Item | Revision Description | Date | Drwn. | Chk. |
| --- | --- | --- | --- | --- |
| 1 | REVISED PER CITY COMMENTS | 6/25/21 | JAB | EMB |

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# SOUTH FOREST EDGE
## SECTION 1
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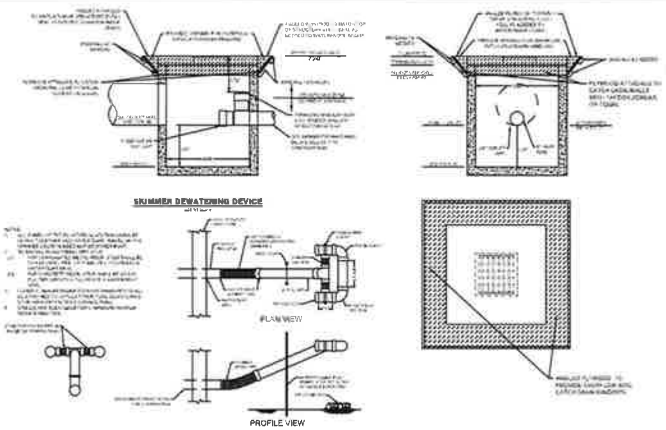
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

INTERSECTION DETAILS

7/13



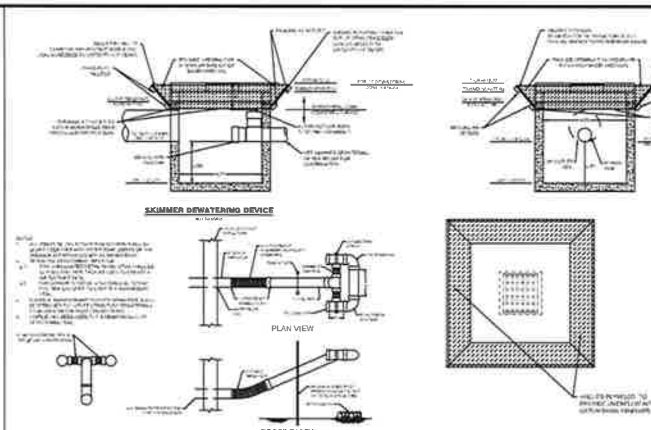
**SKIMMER DEWATERING DEVICE**

PLAN VIEW

PROFILE VIEW

**DURING CONTRUCTION**
**OUTLET CONTROL STRUCTURE**
**SEDIMENT BASIN RETROFIT**

NOT TO SCALE



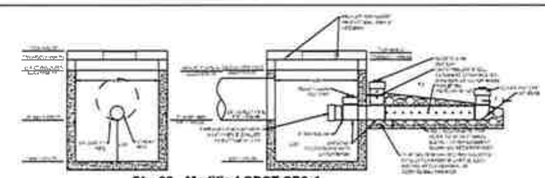
**SKIMMER DEWATERING DEVICE**

PLAN VIEW

PROFILE VIEW

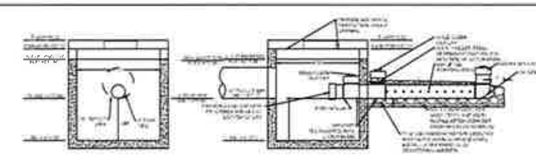
**DURING CONTRUCTION**
**OUTLET CONTROL STRUCTURE**
**SEDIMENT BASIN RETROFIT**

NOT TO SCALE



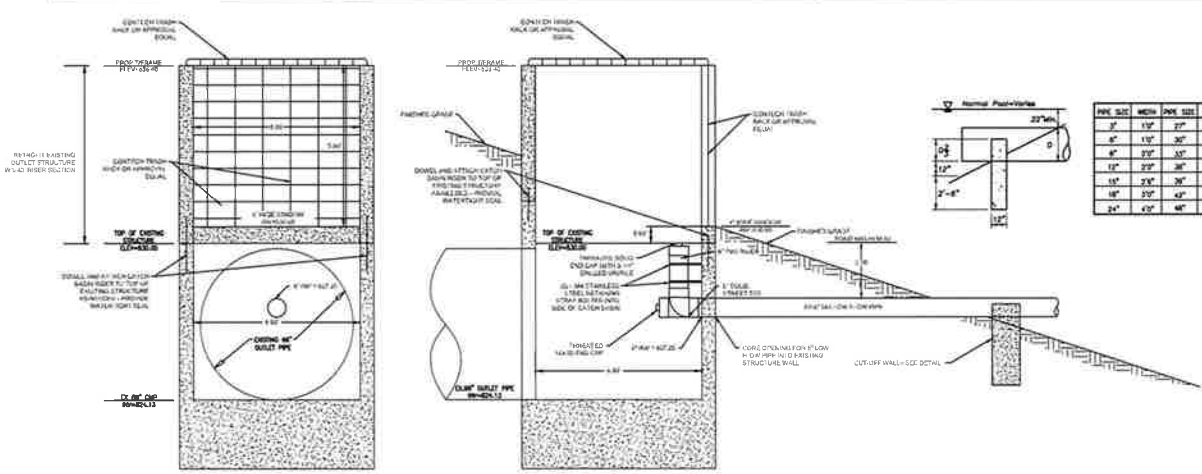
**Str. 22 - Modified ODOT CB2-4**

NOT TO SCALE



**Str. 28 - Modified ODOT CB2-4**

NOT TO SCALE



| PIPE SIZE | WIDTH | PIPE SIZE | WIDTH |
|---|---|---|---|
| 3" | 1'0" | 27" | 4'6" |
| 4" | 1'0" | 30" | 5'0" |
| 6" | 2'0" | 33" | 5'6" |
| 12" | 2'0" | 36" | 6'0" |
| 15" | 2'6" | 39" | 6'6" |
| 18" | 3'0" | 42" | 7'0" |
| 24" | 4'0" | 48" | 8'0" |

**Ex. Pond Outlet Retrofit (ODOT CB2-6)**

NOT TO SCALE

**SOUTH FOREST EDGE**
**SECTION 1**
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CITY OF OXFORD, BUTLER COUNTY, OHIO

UTILITY DETAILS

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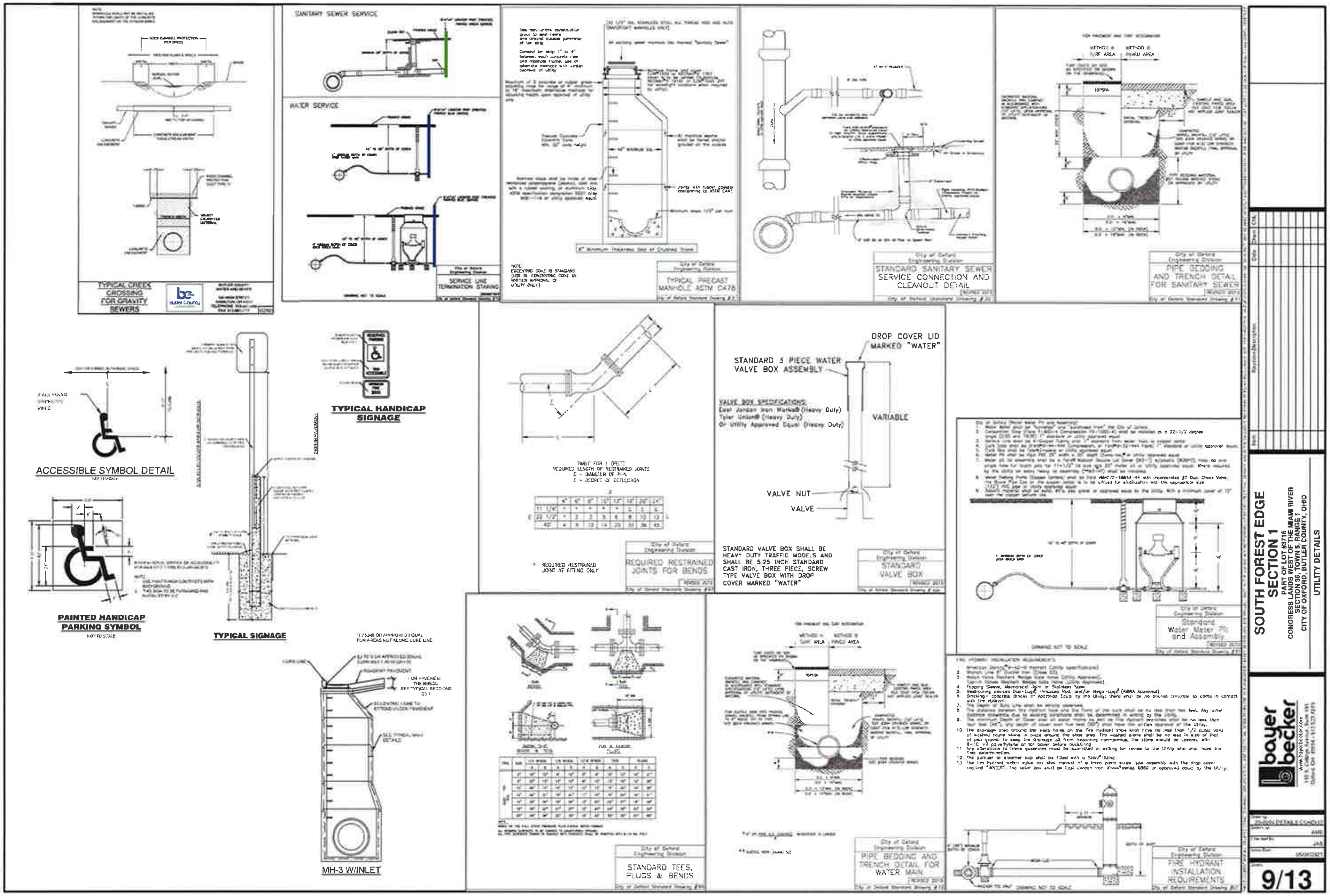
JAB

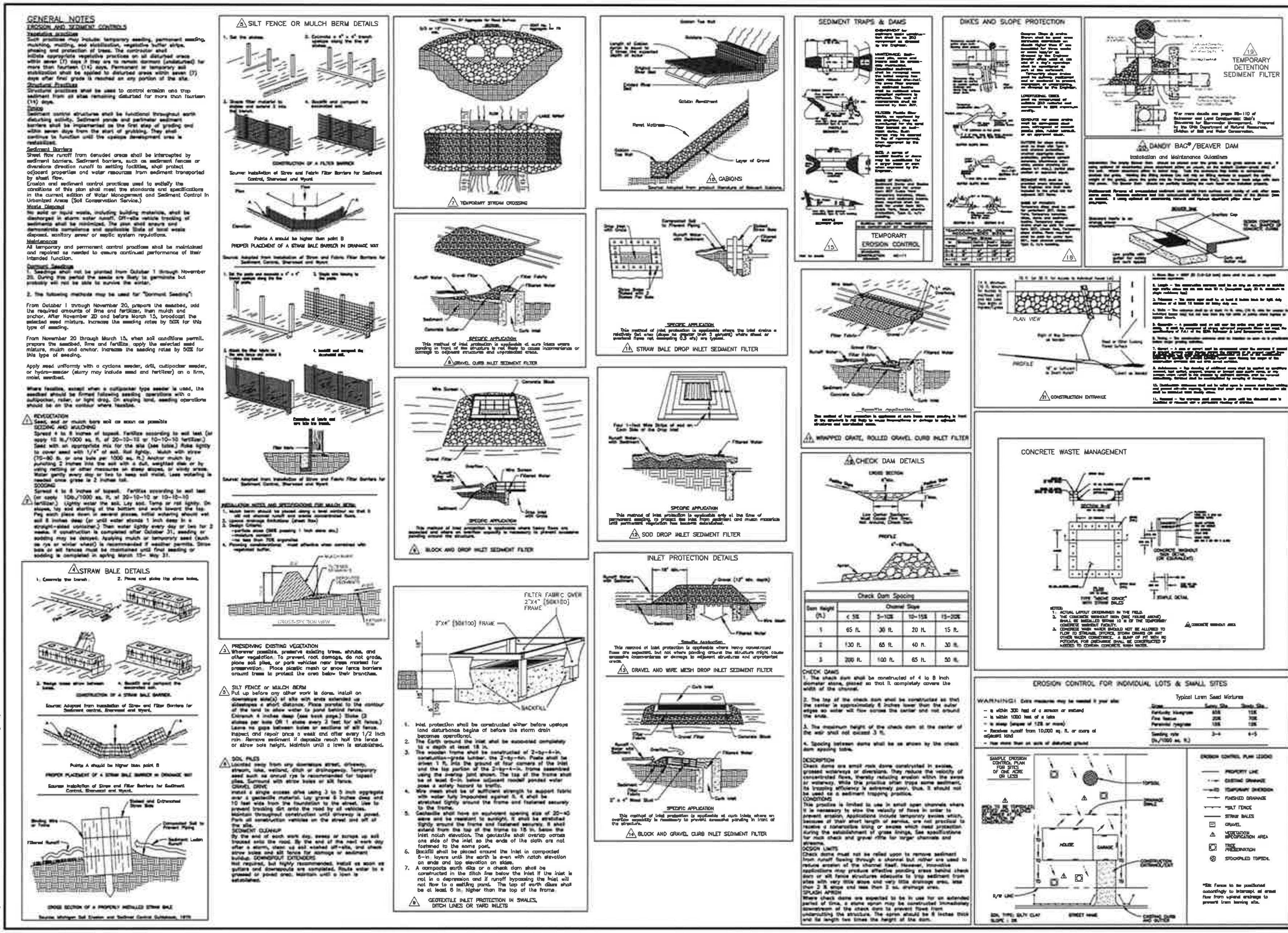
05/04/2021

8/13

Plot time: May 04, 2021 - 3:16pm



SANITARY SEWER SERVICE
WATER SERVICE
SERVICE LINE TERMINATION STAKING
TYPICAL CREEK CROSSING FOR GRAVITY SEWERS
TYPICAL PRECAST MANHOLE ASTM C478
STANDARD SANITARY SEWER SERVICE CONNECTION AND CLEANOUT DETAIL
PIPE BEDDING AND TRENCH DETAIL FOR SANITARY SEWER
DROP COVER LID MARKED "WATER"
STANDARD 3 PIECE WATER VALVE BOX ASSEMBLY
VALVE BOX SPECIFICATIONS:
East Jordan Iron Works® (Heavy Duty)
Tyler Union® (Heavy Duty)
Or Utility Approved Equal (Heavy Duty)
VARIABLE
VALVE NUT
VALVE
STANDARD VALVE BOX SHALL BE HEAVY DUTY TRAFFIC MODELS AND SHALL BE 5.25 INCH STANDARD CAST IRON, THREE PIECE, SCREW TYPE VALVE BOX WITH DROP COVER MARKED "WATER"
STANDARD VALVE BOX
REQUIRED RESTRAINED JOINTS FOR BENDS
* REQUIRED RESTRAINED JOINT AT FITTING ONLY
Standard Water Meter Pit and Assembly
TYPICAL HANDICAP SIGNAGE
ACCESSIBLE SYMBOL DETAIL
PAINTED HANDICAP PARKING SYMBOL
NOT TO SCALE
TYPICAL SIGNAGE
MH-3 W/INLET
STANDARD TEES, PLUGS & BENDS
PIPE BEDDING AND TRENCH DETAIL FOR WATER MAIN
FIRE HYDRANT INSTALLATION REQUIREMENTS
City of Oxford Engineering Division
SOUTH FOREST EDGE
SECTION 1
PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO
UTILITY DETAILS
bayer becker
9/13




Check Dam Spacing

| Dam Height (ft.) | Channel Slope < 5% | 5-10% | 10-15% | 15-20% |
|---|---|---|---|---|
| 1 | 65 ft. | 30 ft. | 20 ft. | 15 ft. |
| 2 | 130 ft. | 65 ft. | 40 ft. | 30 ft. |
| 3 | 200 ft. | 100 ft. | 65 ft. | 50 ft. |

# SOUTH FOREST EDGE
## SECTION 1
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EROSION CONTROL DETAILS

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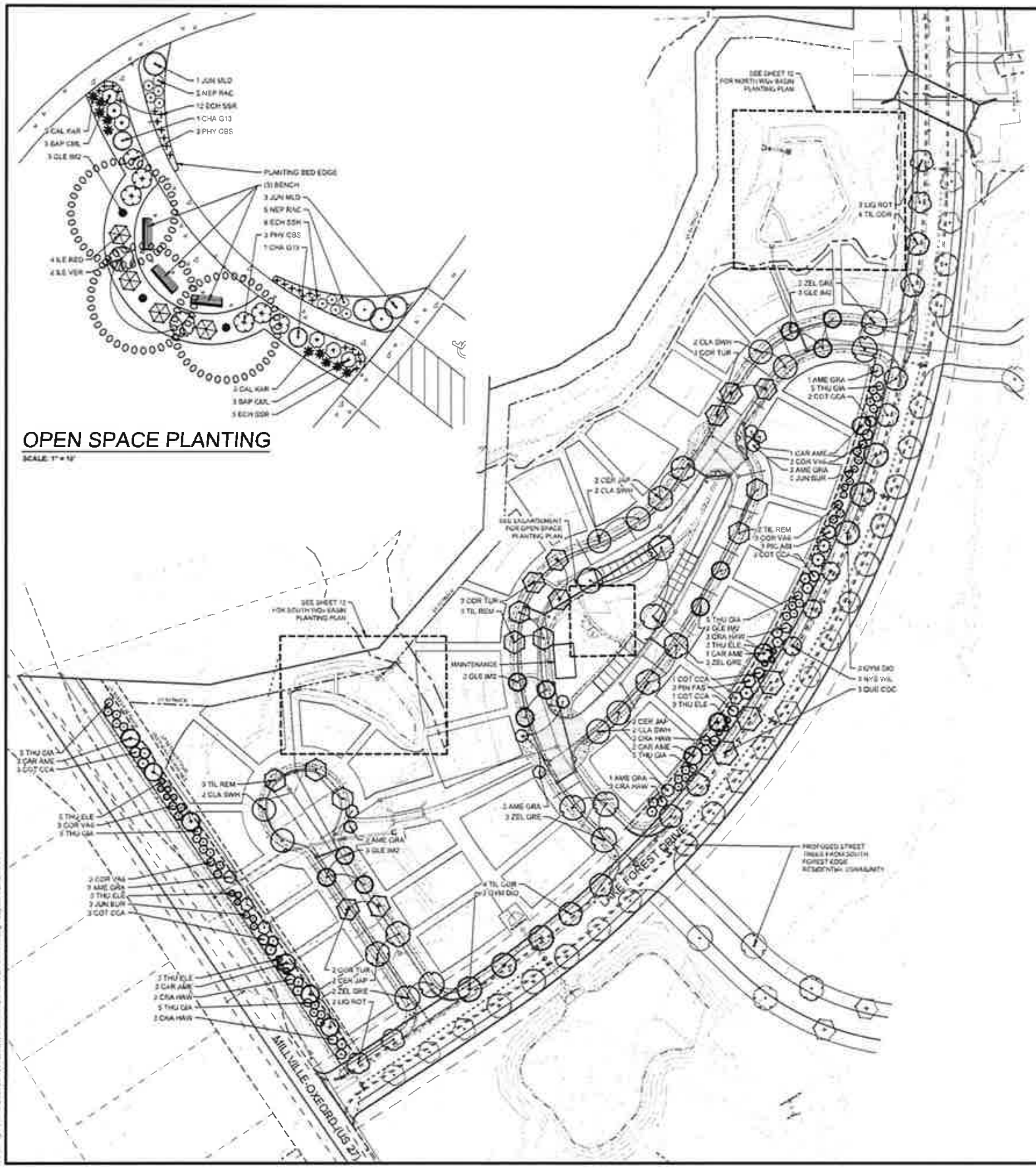
10/13




# CITY OF OXFORD ZONING REQUIREMENTS

**SECTION 1148.03 STREET TREE REQUIREMENTS:**

TREES SHALL BE PLANTED IN THE TREE LAWN OR OTHER APPROPRIATE AREAS IN THE STREET RIGHTS-OF-WAY AS REQUIRED IN CHAPTER 935.

**CHAPTER 935.03 STREET TREE SPECIES TO BE PLANTED**

- THE TREE PLAN CONTAINS A LIST OF OFFICIAL STREET TREE SPECIES FOR THE CITY OF OXFORD.
- PLANTED AT 2" DBH

**CHAPTER 935.06 SPACING**

- MIN. SPACING: SMALL TREES: 30FT, MEDIUM TREES: 40FT, LARGE TREES: 50FT

ALL NEWLY PLANTED STREET TREES SHALL BE PLANTED EQUAL DISTANCE BETWEEN THE SIDEWALK AND THE CURB.

**SECTION 1148.04 TREE PLANTING REQUIREMENTS:**

(b) (1) RESIDENTIAL SINGLE-, TWO- & THREE- FAMILY STANDARDS:

- ON MULTI-FAMILY LOTS, A MINIMUM OF ONE (1) TREE FOR EACH UNIT SHALL BE PLANTED WITHIN THE CORRESPONDING REQUIRED FRONT YARD AREA.

(d) EACH REQUIRED TREE SHALL BE A MINIMUM TWO (2) INCH CALIPER AND MUST BE A SPECIES THAT APPEARS ON THE CITY'S TREE LIST.

**SECTION 1101.4 (476) LANDSCAPE PLAN:**

B. BUFFERING

- BUFFERS SHALL PROVIDE YEAR-ROUND VISUAL SCREEN IN ORDER TO MINIMIZE ADVERSE IMPACTS. THEY MAY CONSIST OF FENCING, EVERGREENS, BERMS, ROCKS, BOULDERS, MOUNDS, OR COMBINATIONS.
- BUFFER REQUIRED TO SHIELD:

(1) NEIGHBORING PROPERTIES FROM ADVERSE EXTERNAL EFFECTS OF DEVELOPMENT

(2) DEVELOPMENT FROM NEGATIVE IMPACTS OF ADJACENT USES SUCH AS STREETS OR RAILROADS

3. REQUIREMENTS

A. YEAR ROUND SCREENING AT LEAST 8' HEIGHT AFTER THREE GROWING SEASONS

C. (5') MIN. BUFFER WIDTH FROM PARKING LOTS, GARBAGE COLLECTION, UTILITY AREAS, AND LOADING AND UNLOADING AREAS

D. TWENTY (20') FOOT WIDTH MIN. FROM ALL OTHER LAND USES (CAN BE REDUCED TO 10' FEET WHEN ADJOINING USE IS UNDEVELOPED, VACANT OR AGRICULTURAL LAND)

## PLANT SCHEDULE ZONING MINIMUM

| DECIDUOUS TREES | QTY | BOTANICAL NAME | COMMON NAME | TYPE | MIN. SIZE |
|---|---|---|---|---|---|
| CAR AME | 10 | Carpinus caroliniana | American Hornbeam | B & B | 2.0" Cal |
| CER JAP | 6 | Cercidiphyllum japonicum | Katsura Tree | B & B | 2.5" Cal |
| CLA SWH | 8 | Cladrastis kentukea 'Sweet Shade' | Sweet Shade American Yellowwood | B & B | 2.0" Cal |
| COR TUR | 8 | Corylus colurna | Turkish Filbert | B & B | 2.0" Cal |
| GLE IM2 | 11 | Gleditsia triacanthos inermis 'Impcole' TM | Imperial Honey Locust | B & B | 2.5" Cal |
| GYM DIO | 6 | Gymnocladus dioica 'Espresso' | Kentucky Coffeetree | B & B | 2.0" Cal |
| LIQ ROT | 4 | Liquidambar styraciflua 'Rotundiloba' | Round-Lobed Sweet Gum | B & B | 2.0" Cal |
| NYS WIL | 3 | Nyssa sylvatica 'Wildfire' | Black Gum | B & B | 2.0" Cal |
| QUE COC | 3 | Quercus coccinea | Scarlet Oak | B & B | 2.0" Cal |
| TIL REM | 9 | Tilia americana x euchlora 'Redmond' | Redmond Linden | B & B | 2.0" Cal |
| TIL COR | 8 | Tilia cordata | Littleleaf Linden | B & B | 2.0" Cal |
| ZEL GRE | 10 | Zelkova serrata 'Green Vase' | Green Vase Sawleaf Zelkova | B & B | 2.0" Cal |
| | | | | | |
| EVERGREEN TREES | QTY | BOTANICAL NAME | COMMON NAME | TYPE | MIN. SIZE |
| JUN BUR | 8 | Juniperus virginiana 'Burkii' | Burk Red Cedar | B & B | 6' Ht. |
| PIC ABI | 3 | Picea abies | Norway Spruce | B & B | 6' Ht. |
| PIN FAS | 3 | Pinus strobus 'Fastigiata' | Pyramidal White Pine | B & B | 6' Ht. |
| THU ELE | 17 | Thuja occidentalis 'Elegantissima' | Elegantissima Arborvitae | B & B | 5' Ht. |
| THU GIA | 28 | Thuja plicata 'Green Giant' | Western Red Cedar | B & B | 6' Ht. |
| | | | | | |
| ORNAMENTAL TREES | QTY | BOTANICAL NAME | COMMON NAME | TYPE | MIN. SIZE |
| AME GRA | 14 | Amelanchier x grandiflora 'Autumn Brilliance' | Autumn Brilliance Serviceberry Tree Form | B & B | 1.5" Cal |
| COR VAR | 12 | Cornus mas 'Variegata' | Variegated Cornelian Cherry | B & B | 1.5" Cal |
| COT CCA | 11 | Cotinus obovatus 'Northstar' TM | Cotton Candy American Smoke Tree | B & B | 1.5" Cal |
| CRA HAW | 10 | Crataegus crus-galli 'Cruzam' TM | Crusader Cockspur Hawthorn | B & B | 1.5" Cal |

## PLANT SCHEDULE OPEN SPACE

| DECIDUOUS TREES | QTY | BOTANICAL NAME | COMMON NAME | TYPE | MIN. SIZE |
|---|---|---|---|---|---|
| GLE IM2 | 3 | Gleditsia triacanthos inermis 'Impcole' TM | Imperial Honey Locust | B & B | 2.0" Cal |
| | | | | | |
| ANNUALS AND PERENNIALS | QTY | BOTANICAL NAME | COMMON NAME | SIZE | HEIGHT |
| BAP CML | 6 | Baptisia x 'Carolina Moonlight' | Carolina Moonlight Wild Indigo | 1 gal | Clump |
| ECH SSR | 25 | Echinacea x 'Balsomsed' TM | Sombrero Salsa Red Coneflower | 1 gal | Clump |
| NEP RAC | 10 | Nepeta racemosa 'Walker's Low' | Walker's Low Catmint | 1 gal | Clump |
| | | | | | |
| DECIDUOUS SHRUBS | QTY | BOTANICAL NAME | COMMON NAME | SIZE | HEIGHT |
| ILE RED | 4 | Ilex verticillata 'Red Sprite' | Red Sprite Winterberry | 3 gal | 15" Ht. |
| ILE VER | 2 | Ilex verticillata 'Jim Dandy' | Jim Dandy Winterberry | B&B | 24" Ht. |
| PHY OBS | 4 | Physocarpus opulifolius 'Obsidian' | Obsidian Ninebark | 1 gal | 24" Ht. |
| | | | | | |
| EVERGREEN SHRUBS | QTY | BOTANICAL NAME | COMMON NAME | SIZE | HEIGHT |
| CHA G13 | 2 | Chamaecyparis pisifera 'Golden Mop' | Golden Mop Threadleaf False Cypress | B & B | 24" Ht. |
| JUN MLD | 4 | Juniperus horizontalis 'Mother Lode' | Mother Lode Creeping Juniper | 3 gal | 12" Ht. |
| | | | | | |
| ORNAMENTAL GRASSES | QTY | BOTANICAL NAME | COMMON NAME | SIZE | HEIGHT |
| CAL KAR | 10 | Calamagrostis x acutiflora 'Karl Foerster' | Feather Reed Grass | 1 gal | Clump |

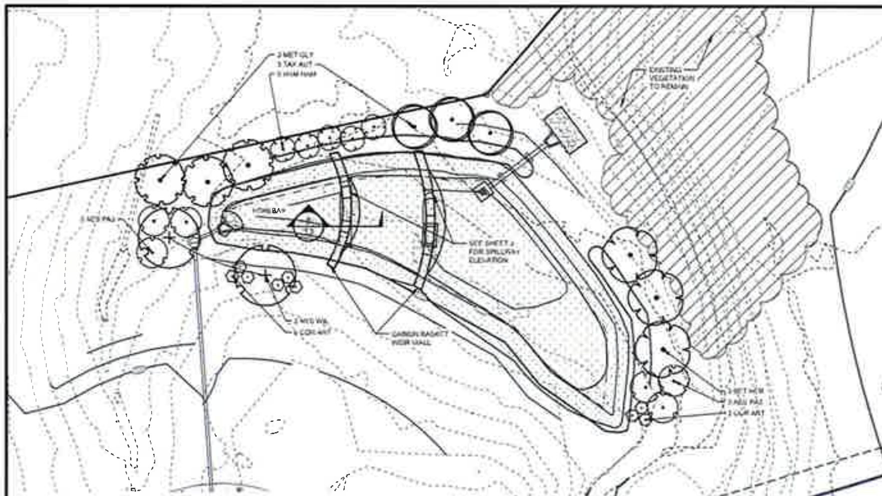
**SOUTH FOREST EDGE**
**SECTION 1**
PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

**PLANTING PLAN**

bayer becker
110 S. College Avenue, Suite 101
Oxford, OH 45056 - 513.523.4270
www.bayerbecker.com

LES
ADH
05/04/2021

**11/13**




## GABION BASKET WEIR WALL

## SOUTH WQv BASIN

### CONCEPT GRAPHICS SCHEDULE

VEGETATIVE BANK STABILIZATION
Wetland Edge Seed Mix to be seeded and hydromulched per manufacturer's recommended rate.
Takeoff: 3,000 sf

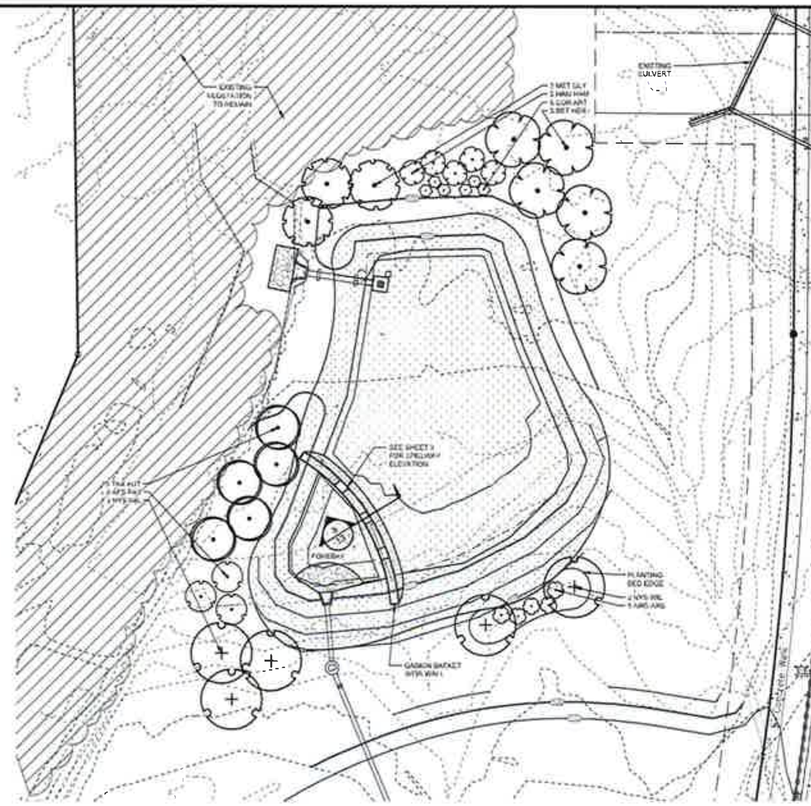
WQv BASIN PLANTING
Detention Basin Seed Mix shall consist of plants that can tolerate standing water and dry conditions. Seed mix to be seeded and hydromulched per manufacturer's recommended rate.
Takeoff: [illegible]

RIP RAP
4"-8" Diameter Limestone Aggregate
Takeoff: 200 sf

GABION BASKET WEIR WALLS
Bottom of wall, 9' L x 3' W x 3' H gabion baskets to form a wall from detention bed edge to detention bed edge. Top of wall, 6' OR 9' L x 3' W x 1.5' H gabion baskets with 3' gaps to create spillways. Baskets to be filled with 4"- 8" limestone aggregate stone.
Takeoff: 250 sf

SPILLWAY STABILIZATION
4"- 8" diameter limestone aggregate directly under spillway.
Takeoff: 200 sf

| PLANT SCHEDULE SOUTH WQv BASIN | | | | | |
|---|---|---|---|---|---|
| DECIDUOUS TREES | QTY | BOTANICAL NAME | COMMON NAME | TYPE | MIN. SIZE |
| BET HER | 1 | Betula nigra 'Heritage' | Heritage River Birch | B & B | 2.0" Cal |
| MET GLY | 3 | Metasequoia glyptostroboides | Dawn Redwood | B & B | 2.0" Cal |
| NYS SYL | 2 | Nyssa sylvatica 'Wildfire' | Black Gum | B & B | 2.0" Cal |
| TAX AUT | 3 | Taxodium distichum 'Autumn Gold' | Autumn Gold Bald Cypress | B & B | 2.0" Cal |
| | | | | | |
| DECIDUOUS SHRUBS | QTY | BOTANICAL NAME | COMMON NAME | SIZE | HEIGHT |
| AES PAR | 9 | Aesculus parviflora | Bottlebrush Buckeye | 5 gal | 36" Ht. |
| COR ART | 5 | Cornus sericea 'Arctic Fire' | Arctic Fire Dogwood | 5 gal | 24" Ht. |
| HAM HAM | 5 | Hamamelis vernalis 'Amethyst' | Amethyst Vernal Witchhazel | B & B | 48" Ht. |




## NORTH WQv BASIN

### CONCEPT GRAPHICS SCHEDULE

VEGETATIVE BANK STABILIZATION
Wetland Edge Seed Mix to be seeded and hydromulched per manufacturer's recommended rate.
Takeoff: [illegible]

WQv BASIN PLANTING
Detention Basin Seed Mix shall consist of plants that can tolerate standing water and dry conditions. Seed mix to be seeded and hydromulched per manufacturer's recommended rate.
Takeoff: [illegible]

RIP RAP
4"-8" Diameter Limestone Aggregate
Takeoff: [illegible]

GABION BASKET WEIR WALLS
Bottom of wall, 9' L x 3' W x 3' H gabion baskets to form a wall from detention bed edge to detention bed edge. Top of wall, 6' OR 9' L x 3' W x 1.5' H gabion baskets with 3' gaps to create spillways. Baskets to be filled with 4"- 8" limestone aggregate stone.
Takeoff: 200 sf

SPILLWAY STABILIZATION
4"- 8" diameter limestone aggregate directly under spillway.
Takeoff: 200 sf

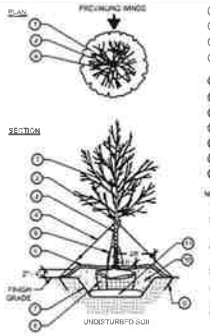
| PLANT SCHEDULE NORTH WQv BASIN | | | | | |
|---|---|---|---|---|---|
| DECIDUOUS TREES | QTY | BOTANICAL NAME | COMMON NAME | TYPE | MIN. SIZE |
| BET HER | 5 | Betula nigra 'Heritage' | Heritage River Birch | B & B | 2.0" Cal |
| MET GLY | 3 | Metasequoia glyptostroboides | Dawn Redwood | B & B | 2.0" Cal |
| NYS SYL | 1 | Nyssa sylvatica 'Wildfire' | Black Gum | B & B | 2.0" Cal |
| TAX AUT | 1 | Taxodium distichum 'Autumn Gold' | Autumn Gold Bald Cypress | B & B | 2.0" Cal |
| | | | | | |
| DECIDUOUS SHRUBS | QTY | BOTANICAL NAME | COMMON NAME | SIZE | HEIGHT |
| AES PAR | 3 | Aesculus parviflora | Bottlebrush Buckeye | 1 gal | 24" Ht. |
| ARO ARB | 3 | Aronia arbutifolia 'Brilliantissima' | Brilliant Red Chokeberry | B & B | 36" Ht. |
| COR ART | 6 | Cornus sericea 'Arctic Fire' | Arctic Fire Dogwood | 5 gal | 24" Ht. |
| HAM HAM | 3 | Hamamelis vernalis 'Amethyst' | Amethyst Vernal Witchhazel | B & B | 48" Ht. |

**SOUTH FOREST EDGE**
**SECTION 1**
PART OF LOT #3716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO
BASIN PLANTING PLANS

bayer becker
www.bayerbecker.com
110 S. College Avenue, Suite 101
Oxford, OH 45056 - 513.523.4270

12/13

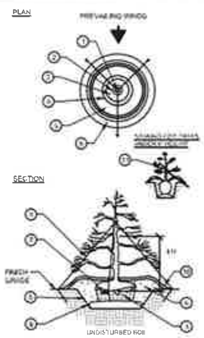
Plot time: May 27, 2021 - 1:04pm
Drawing name: J:\2020\20-0204\LA DWG\Condos\20-0204 LA Condos.dwg - Layout Tab: L1.1 Basins




1. CENTRAL LEADER
2. 1/2" RUBBER HOSE, REINFORCED, BLACK
3. TREE WRAP (STD. MANUFACTURER)
4. # 10, GALVANIZED, TWISTED DOUBLE STRAND GUY WIRE
5. [illegible]
6. MULCH
7. ROOTBALL PIT
8. ROOTBALL
9. 36" LONG #5 REBAR STAKE; DRIVE BELOW GRADE
10. EARTHEN SAUCER OF AMENDED TOPSOIL
11. TAMPED SETTING BED [illegible] MIN. DEPTH

NOTES:
A. ONLY TREES ON SLOPES 3:1 OR GREATER OR IN WINDY LOCATIONS SHALL BE GUYED.
B. [illegible]
C. REMOVE BURLAP FROM TOP [illegible] OF ROOTBALL - TOP OF ROOTBALL TO BE [illegible] ABOVE GRADE AFTER SETTLEMENT.
D. TREE PIT TO BE TWICE THE WIDTH OF THE ROOTBALL.
E. SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
F. TOPSOIL AMENDED PER SOIL TESTING REPORT.
G. [illegible]

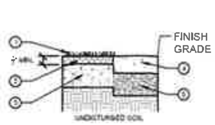
## 1 TREE PLANTING
NOT TO SCALE [illegible]




1. CENTRAL LEADER
2. 1/2" RUBBER HOSE, REINFORCED, BLACK
3. ROOTBALL
4. [illegible] WRAPPED IN FILTER FABRIC SOCK PIPE (ONLY 5" + CALIPER TREES)
5. ROOTBALL PIT
6. EARTHEN SAUCER OF AMENDED TOPSOIL
7. 36" LONG #5 REBAR STAKE (SEE NOTES)
8. TAMPED SETTING BED 8" MIN. DEPTH
9. # 10, GALVANIZED, TWISTED DOUBLE STRAND GUY WIRE
10. MULCH (SEE NOTES)
11. 1" x 24" WOOD STAKE TIED TO TREE WITH #9 GALVANIZED WIRE AND BLACK HOSE

NOTES
A. REMOVE BURLAP FROM TOP ⅔ OF ROOTBALL - TOP OF ROOTBALL TO BE 2-4" ABOVE GRADE AFTER SETTLEMENT.
B. TREE PIT TO BE TWICE THE WIDTH OF THE ROOTBALL.
C. SCARIFY BOTTOM AND SIDES OF TREE PIT TO 4" MIN. DEPTH.
D. TOPSOIL AMENDED PER SOIL TESTING REPORT.
E. ATTACH GUY WIRE AT ⅔ OF THE TREE HEIGHT.
F. DRIVE STAKE BELOW GRADE AND WITHIN MULCHED AREAS IF POSSIBLE. WOOD STAKES MAY NOT CONTAIN CHROMATED COPPER ARSENATE (CCA).
G. MULCH-SEE TOPSOIL AMENDMENTS & MULCH NOTES, AND PLANT INSTALLATION NOTES.

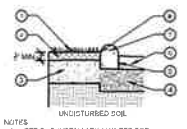
## 2 EVERGREEN TREE DETAIL
NOT TO SCALE 329343.46-03




1. SOD AS SPECIFIED
2. SOD AND ROOT LAYER
3. 4" AMENDED TOPSOIL
4. PAVING SURFACE
5. PAVING BASE

NOTES
A. SOD SURFACE TO BE INSTALLED FLUSH WITH ADJACENT PAVING SURFACE.
B. SEE SOD INSTALLATION NOTES FOR INSTALLATION PROCEDURE.

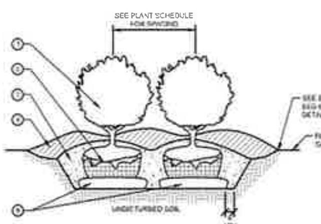
## 3 SIDEWALK/SOD INSTALLATION
NOT TO SCALE 321623-01




1. SOD AS SPECIFIED
2. SOD & ROOT LAYER
3. AMENDED TOPSOIL
4. PAVING BASE - SEE SITE DETAILS FOR ADDITIONAL INFORMATION
5. EXPANSION JOINT
6. PAVING - SEE SITE DETAILS FOR ADDITIONAL INFORMATION
7. CURB
8. [illegible]

NOTES
A. SEE SOD INSTALLATION NOTES FOR INSTALLATION PROCEDURE.

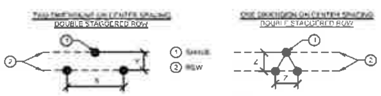
## 4 CURB/SOD INSTALLATION DETAIL
NOT TO SCALE [illegible]




1. [illegible]
2. ROOTBALL
3. AMENDED TOPSOIL
4. [illegible]
5. TAMPED SETTING BED

NOTES
A. REMOVE BURLAP FROM TOP ⅓ OF ROOTBALL - TOP OF ROOTBALL TO BE 2-4" ABOVE GRADE AFTER SETTLEMENT.
B. SCARIFY BOTTOM AND SIDES OF PLANTING BED TO 4" MIN. DEPTH.
C. TOPSOIL AMENDED PER SOIL TESTING REPORT.
D. MULCH-SEE TOPSOIL AMENDMENTS & MULCH NOTES AND PLANT INSTALLATION NOTES.

## 5 SHRUB BED PLANTING DETAIL
NOT TO SCALE 329113.26-[illegible]



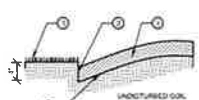

NOTE:
X = SHRUB SPACING (NOTED 1ST ON PLANT SCHEDULE)
Y = ROW SPACING (NOTED 2ND ON PLANT SCHEDULE)

USED FOR TWO DIMENSION O.C. (ON CENTER) SPACING, EXAMPLE: X" x Y"

NOTE
Z = ON CENTER DIMENSION

USED FOR MASS SHRUB PLANTINGS GIVEN ONE O.C. DIMENSION ON PLANT SCHEDULE.

## 6 SHRUB SPACING DETAIL (TYP.)
NOT TO SCALE [illegible]



1. LAWN
2. VERTICAL EDGE
3. MULCH
4. EXISTING GRADE OF PLANTING AREA

NOTES
A. EDGE SHALL CREATE A CLEAN SEPARATION BETWEEN AREAS AND CREATE SMOOTH AND EVEN LINES AS INDICATED ON PLANS.
B. EDGE DETAIL SHALL BE USED AT ALL LAWN EDGES AND AT EDGES OF MULCHED AREAS FOR CONTAINMENT.
C. SEE TOPSOIL, AMENDMENTS & MULCH AND PLANT INSTALLATION NOTES.

## 7 SHRUB BED EDGE DETAIL
NOT TO SCALE [illegible]

## WARRANTY

A. CONTRACTOR SHALL PROVIDE OWNER WITH A MINIMUM ONE YEAR WRITTEN WARRANTY FOR LABOR AND MATERIALS.
B. CONTRACTOR SHALL WARRANT EXTERIOR PLANTS AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT OR ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
C. WARRANTY SHALL INCLUDE SPECIFIC WARRANTY PERIODS FROM DATE OF ACCEPTANCE FOR TREES AND SHRUBS, GROUND COVERS, AND OTHER EXTERIOR PLANTS.
D. WARRANTY SHALL BE LIMITED TO ONE REPLACEMENT OF EACH EXTERIOR PLANT, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE OF CONTRACTOR TO COMPLY WITH REQUIREMENTS.
E. WARRANTY FOR IRRIGATION SERVICE, PLUMBING, & DRAINAGE SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR AND WILL INCLUDE STARTUP, WINTERIZATION, AND SECOND SEASON STARTUP. WARRANTY SHALL INCLUDE ALL LABOR, MATERIAL, TOOLS, AND EQUIPMENT AS NECESSARY TO PROVIDE A FUNCTIONING SYSTEM FREE FROM DEFECTS AND ADJUSTED PROPERLY FOR APPROPRIATE WATER DELIVERY TO ALL PLANT MATERIAL.

## TRAFFIC & SAFETY

A. REFER TO BID DOCUMENTS AND COMPLY WITH ALL STATE & LOCAL REQUIREMENTS REGARDING APPROVED WORK TIMES, SCHEDULING OF INSTALLATION AND ALL OTHER REQUIREMENTS.

## PLANTING PREPARATION

A. EXAMINE AREAS TO RECEIVE PLANTS FOR COMPLIANCE WITH REQUIREMENTS AND CONDITIONS AFFECTING INSTALLATION AND PERFORMANCE. PROCEED WITH INSTALLATION ONLY AFTER UNSATISFACTORY CONDITIONS ARE CORRECTED.
B. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES AND TURF AREAS AND EXISTING PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
C. INSTALL EROSION CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
D. APPLY ANTIDESICCANT TO TREES AND SHRUBS USING POWER SPRAY TO PROVIDE ADEQUATE FILM OVER TRUNKS (BEFORE WRAPPING), BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT DURING HANDLING AND TRANSPORTATION. IF DECIDUOUS TREES OR SHRUBS ARE MOVED IN FULL LEAF, SPRAY ANTIDESICCANT AT NURSERY BEFORE MOVING AND AGAIN TWO (2) WEEKS AFTER PLANTING.
E. WRAP TREES AND SHRUBS WITH BURLAP FABRIC OVER TRUNKS, BRANCHES, STEMS, TWIGS, AND FOLIAGE TO PROTECT FROM WIND AND OTHER DAMAGE DURING DIGGING, HANDLING, AND TRANSPORTATION.
F. LAY OUT INDIVIDUAL TREE AND SHRUB LOCATIONS AND BED EDGES FOR ALL EXTERIOR PLANTINGS. STAKE LOCATIONS, OUTLINE AREAS, ADJUST LOCATIONS WHEN REQUESTED, AND OBTAIN LANDSCAPE ARCHITECT'S, OWNER'S, OR OWNER REPRESENTATIVE'S WRITTEN ACCEPTANCE OF LAYOUT PRIOR TO PLANTING. TREES SHALL BE SITED IN THE FIELD BY THE LANDSCAPE ARCHITECT WHERE NOTED ON THE PLAN. CONTACT THE LANDSCAPE ARCHITECT WITH ANY DISCREPANCIES OR ISSUES WITH PLACEMENT.

## GENERAL LANDSCAPE NOTES

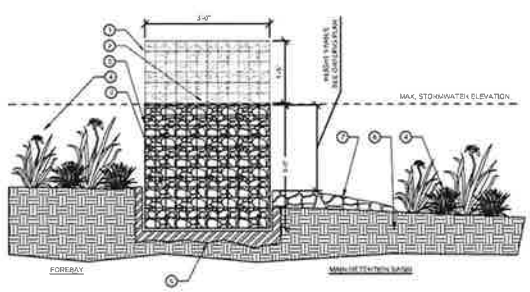
A. THE CONTRACTOR SHALL VISIT THE SITE AND COMPLETELY REVIEW THESE DOCUMENTS AND FULLY UNDERSTAND THE NATURE AND SCOPE OF WORK [illegible]
B. [illegible]
C. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO COMPLETE THE WORK, LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING INSTALLATION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH MAY OCCUR AS A RESULT OF LANDSCAPE CONSTRUCTION.
D. CONTRACTOR MUST CERTIFY THAT ITS SAFETY PROGRAM MEETS REGULATORY REQUIREMENTS AT A MINIMUM. CONTRACTOR TO PROVIDE DOCUMENTATION OF THE OSHA RECORD KEEPING SUMMARY.
E. LANDSCAPE ARCHITECT MAY OBSERVE TREES AND SHRUBS EITHER AT PLACE OF GROWTH OR SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS, ROOT SYSTEMS, INSECTS, INJURIES, AND LATENT DEFECTS AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. LANDSCAPE CONTRACTOR SHALL REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.
F. IF EXISTING ECOLOGY CAUSES ADJUSTMENTS OF LANDSCAPE PLANS TO FIT THE SITE CONDITIONS, A STAKE OUT BY LANDSCAPE CONTRACTOR AND ADJUSTMENTS BY LANDSCAPE ARCHITECT SHALL BE REQUIRED PRIOR TO INSTALLATION.
G. ALL PLANTING AREAS SHOWN ON PLANS SHALL BE TO WITHIN 2" OF FINAL GRADE BEFORE LANDSCAPE CONTRACTOR COMMENCES INSTALLATION.
H. LANDSCAPE CONTRACT IS RESPONSIBLE FOR COORDINATING WITH OTHER CONTRACTORS AND/OR LOCATING PROPOSED SITE UTILITIES, STORM STRUCTURES, EASEMENTS, ETC.
I. ALL PLANT MATERIAL MUST BE INSTALLED ACCORDING TO THE APPROVED LANDSCAPING PLAN BY NO LATER THAN THE NEXT PLANTING SEASON OR WITHIN 6 MONTHS FROM THE COMPLETION OF ALL SITE CONSTRUCTION.
J. CONTRACTOR TO VERIFY ALL PLANT QUANTITIES. ANY DISCREPANCY BETWEEN THE PLANTING LIST AND THE PLAN SHALL BE VERIFIED BY THE LANDSCAPE ARCHITECT. ALL SUBSTITUTIONS AND/OR CHANGES SHALL BE REQUESTED IN WRITING TO THE OWNER OR OWNER'S REPRESENTATIVE AND BE APPROVED BY THE LANDSCAPE ARCHITECT AND THE LOCAL MUNICIPALITY PRIOR TO INSTALLATION.
K. THE CONTRACTOR SHALL PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF EXTERIOR PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK."
L. THE CONTRACTOR SHALL FURNISH NURSERY-GROWN TREES AND SHRUBS COMPLYING WITH ANSI Z60.1, WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPLANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
M. TREES AND SHRUBS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO LANDSCAPE ARCHITECT, WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.
N. IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER LABEL TO ASSURE SYMMETRY IN PLANTING.
O. THE CONTRACTOR SHALL LABEL ONE TREE AND ONE SHRUB OF EACH VARIETY AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTH THE BOTANICAL AND COMMON NAME.
P. PLANT TAGS SHALL REMAIN ON INSTALLED PLANT MATERIAL UNTIL THE WORK HAS BEEN APPROVED BY LOCAL INSPECTOR AND/OR THE OWNER OR OWNER'S REPRESENTATIVE.
Q. LANDSCAPE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE FROM ALL PLANT BEDS WITHOUT ADVERSELY AFFECTING SITE DRAINAGE. GRADES BEHIND CURBS FOR AREAS TO RECEIVE MULCH SHALL BE HELD 4 INCHES BELOW TOP OF CURB AND 2 INCHES BELOW TOP OF CURB FOR SOD.
R. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING, INCLUDING BUT NOT LIMITED TO WATERING, SPRAYING, MULCHING, FERTILIZING, ETC. ALL PLANTING AREAS AND LAWN UNTIL THE WORK IS ACCEPTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

## PLANT INSTALLATION

A. LOOSEN SUBGRADE OF PLANTING AREAS TO A DEPTH OF TWELVE (12) INCHES. REMOVE STONES LARGER THAN ONE (1) INCH IN ANY DIMENSION, STICKS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OF THE OWNER'S PROPERTY.
B. APPLY FERTILIZER DIRECTLY TO THE SUBGRADE BEFORE LOOSENING.
C. SPREAD TOPSOIL, APPLY SOIL AMENDMENTS AND FERTILIZER ON SURFACE, AND THOROUGHLY BLEND PLANTING SOIL. APPLY TURF MATRIX SOIL AMENDMENT AT THE FOLLOWING RATES:
FOR 2" DEEP BEDS - 450 LBS / 1000 SF
FOR 4" DEEP BEDS - 900 LBS / 1000 SF
FOR 6" DEEP BEDS - 1,300 LBS / 1000 SF
FOR 8" DEEP BEDS - 1,750 LBS / 1000 SF
D. DELAY MIXING FERTILIZER WITH PLANTING SOIL IF PLANTING WILL NOT PROCEED WITHIN A FEW DAYS.
E. MIX LIME WITH DRY SOIL PRIOR TO MIXING FERTILIZER.
F. SPREAD TOPSOIL TO A DEPTH OF SIX INCHES FOR LAWN OR (12) TWELVE INCHES FOR BEDS BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER NATURAL SETTLING. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
G. GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSION TO MEET FINISH GRADES.
H. RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
I. FOR PLANTING PITS AND TRENCHES: EXCAVATE CIRCULAR PLANTING PITS WITH SIDES SLOPING INWARD AT A FORTY-FIVE (45) DEGREE ANGLE. EXCAVATIONS WITH VERTICAL SIDES ARE NOT ACCEPTABLE. TRIM PERIMETER OF BOTTOM LEAVING THE CENTER AREA OF THE BOTTOM RAISED [illegible] TO SUPPORT THE ROOT BALL AND ASSIST WITH DRAINAGE AWAY FROM THE CENTER. DO NOT FURTHER DISTURB THE BASE. ENSURE THAT THE ROOT BALL WILL SIT ON UNDISTURBED BASE SOIL TO PREVENT SETTLING. SCARIFY SIDES OF THE PLANTING PIT SMEARED OR SMOOTHED DURING EXCAVATION.
- EXCAVATE APPROXIMATELY TWO (2) TIMES THE DIAMETER OF THE ROOT BALL FOR BALLED AND BURLAPPED STOCK.
- FOR BARE ROOT STOCK, EXCAVATE AT LEAST TWELVE (12) INCHES WIDER THAN THE ROOT SPREAD AND DEEP ENOUGH TO ACCOMMODATE VERTICAL ROOTS.
- [illegible]
J. [illegible]
K. [illegible]
L. [illegible]
M. [illegible]
N. INSTALL PLANTS - REFER TO TYPICAL PLANTING DETAILS ON THIS SHEET FOR PLANT INSTALLATION.
O. IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE A TREE UNDER 5" CALIPER, BUT IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT PLANTS REMAIN IN AN UPRIGHT POSITION UNTIL THE END OF THE WARRANTY PERIOD, AT WHICH POINT ANY STAKES & WIRE ARE TO BE REMOVED BY THE CONTRACTOR.
P. ALL DECIDUOUS TREES SHALL BE WRAPPED WITH STANDARD MANUFACTURER'S TREE WRAP TO PREVENT WINTER DAMAGE. TREE WRAP TO BE REMOVED AFTER THE FIRST WINTER BY THE LANDSCAPE CONTRACTOR.
Q. LANDSCAPE CONTRACTOR SHALL INSTALL GATOR BAGS, PER MANUFACTURER'S RECOMMENDATION FOR ALL TREES THAT ARE NOT OTHERWISE IRRIGATED.
R. PRIOR TO MULCHING, APPLY PRE-EMERGENT HERBICIDE (PREEN OR EQUIVALENT) PER MANUFACTURER'S RECOMMENDATION.
S. INSTALL WEED CONTROL BARRIERS BEFORE MULCHING ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. COMPLETELY COVER AREA TO BE MULCHED, OVERLAPPING EDGES A MINIMUM OF SIX (6) INCHES AND SECURE THE SEAMS WITH GALVANIZED PINS.
T. MULCH BACKFILLED SURFACES OF PLANTING AREAS AND OTHER AREAS AS INDICATED.
U. APPLY MULCH ACCORDING TO THE FOLLOWING:
- TREES AND SHRUBS IN TURF AREAS - APPLY ORGANIC MULCH RING OF FOUR (4) INCH AVERAGE THICKNESS, WITH THIRTY-SIX (36) INCH RADIUS AROUND TRUNKS OR STEMS. DO NOT PLACE MULCH WITHIN THREE INCHES OF THE TRUNKS OR STEMS.
- ORGANIC MULCH IN PLANTING AREAS - APPLY TWO (2) INCH AVERAGE THICKNESS OF ORGANIC MULCH EXTENDING TWELVE (12) INCHES BEYOND THE EDGES OF INDIVIDUAL PLANTING PIT OR TRENCH AND OVER THE WHOLE SURFACE OF THE PLANTING AREA, AND FINISH LEVEL WITH ADJACENT FINISH GRADES. DO NOT PLACE MULCH WITHIN THREE (3) INCHES OF TRUNKS OR STEMS.
V. THE LANDSCAPE CONTRACTOR SHALL INSTRUCT THE OWNER OR OWNER REPRESENTATIVE ON WATERING NEEDS OF INSTALLED PLANTINGS.

## TOPSOIL, AMENDMENTS & MULCH

A. STRIP TOPSOIL TO ITS FULL DEPTH AT AREAS IMPACTED AND AT ALL AREAS TO BE RE-GRADED AND RESURFACED. STOP TOPSOIL STRIPPING OUTSIDE THE DRIP LINE OF TREES TO REMAIN. DO NOT STRIP AS TO IMPACT THE ROOT LINE OF TREES TO REMAIN.
B. COORDINATE WITH THE OWNER PRIOR TO ESTABLISHING TOPSOIL STORAGE AREAS. GRADE AND SLOPE STOCKPILES FOR PROPER DRAINAGE AND TO PREVENT EROSION. THE REUSE OF STOCKPILE TOPSOIL WITHIN THE PROJECT SITE MUST BE APPROVED FOR PLACEMENT BY THE LANDSCAPE ARCHITECT.
C. ALL TOPSOIL SHALL BE SHREDDED, CLEAN AND UNIFORM IN QUALITY, FREE FROM HARD CLODS, STIFF CLAY, PARTIALLY DISINTEGRATED STONE, LIME, CEMENT, SLAG, OR OTHER UNDESIRABLE MATERIAL. TOPSOIL SHALL CONFORM TO THE FOLLOWING:
- ORGANIC CONTENT - BETWEEN 3% - 10% ORGANIC MATTER
- pH - SHALL RANGE BETWEEN 6.0 - 7.5
- SOIL TEXTURE - TOPSOIL SHALL CONSIST OF THE FOLLOWING PERCENTAGES OF SAND, SILT, AND CLAY PASSING THROUGH A 2.00 MM (#10) SIEVE.
a. SAND - 30%-75%
b. SILT - 15%-70%
c. CLAY - 10%-30%
D. TOPSOIL MUST BE APPROVED PRIOR TO PLACEMENT. TOPSOIL TEST RESULTS SHALL SHOW RECOMMENDATION FOR SOIL ADDITIVES FOR FERTILIZERS TO CORRECT NUTRIENT DEFICIENCIES AS NECESSARY.
E. INORGANIC SOIL AMENDMENTS INCLUDE THE FOLLOWING:
- LIME - ASTM C 602, AGRICULTURAL LIMING MATERIAL CONTAINING A MINIMUM OF 80% CALCIUM CARBONATE EQUIVALENT AS FOLLOWS:
a. PROVIDE LIME IN FORM OF GROUND DOLOMITIC LIMESTONE PER ASTM 605, CONTAINING NO LESS THAN 85% OF TOTAL CARBONATES AND SHALL BE GROUND TO SUCH A FINENESS THAT 50% WILL PASS THROUGH A 100 MESH SIEVE AND 90% WILL PASS THROUGH A 20 MESH SIEVE. COARSER MATERIAL WILL BE ACCEPTABLE, PROVIDED THE SPECIFIED RATES OF APPLICATION ARE INCREASED PROPORTIONALLY ON THE BASIS OF QUANTITIES PASSING THE 100 MESH SIEVE.
- SULFUR - GRANULAR, BIODEGRADABLE, AND CONTAINING A MINIMUM OF 90% SULFUR, WITH A MINIMUM OF 99% PASSING THROUGH NUMBER 6 SIEVE AND A MAXIMUM OF 10% PASSING THROUGH A NUMBER 40 SIEVE.
- AXIS CALCINED DIATOMACEOUS EARTH SOIL AMENDMENT - SEE PREPARATION AND PLANTING NOTES FOR APPLICATION RATES.
F. ORGANIC MULCH - FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS, CONSISTING OF ONE DOUBLE SHREDDED HARDWOOD BARK.




1. [illegible]
2. SPILLWAY
3. DURA-WELD GABION BASKET 3'H X 3'W X 9'L
4. BASIN PLANTING, WETLAND DETENTION SEED MIX
5. [illegible]
6. CLAY LINER
7. SPILLWAY STABILIZATION 4"-6" DIAMETER LIMESTONE AGGREGATE
8. BASIN BOTTOM

NOTES
A. BASIN PLANTING SEE SHEET 12 FOR PLANTING SPECIFICATIONS. SEED MIX TO BE SEEDED AND HYDROMULCHED PER MANUFACTURER'S RECOMMENDED RATE.
B. PROVIDE NEW CLAY LINER AND SOLID FOUNDATION FOR INSTALLATION OF THE GABION BASKETS.
C. CONNECT UPPER BASKETS TO LOWER BASKETS USING SPIRAL BINDER. SEE MANUFACTURER'S SPECIFICATIONS.

## 8 GABION BASKET WEIR WALL SECTION
NOT TO SCALE P-20-SGU-01

# SOUTH FOREST EDGE
# SECTION 1
PART OF LOT #0716
CONGRESS LANDS WEST OF THE MIAMI RIVER
SECTION 36, TOWN 5, RANGE 1
CITY OF OXFORD, BUTLER COUNTY, OHIO

LANDSCAPE NOTES & DETAILS

bayer becker
www.bayerbecker.com
110 S. College Avenue, Suite 101
Oxford, OH 45056 - 513.523.4270

[illegible] LES ADH 05/04/2021

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

# STAFF REPORT

| | |
|---|---|
| **ORIGINATING DEPARTMENT:** | Finance |
| **PREPARED BY:** | Joe Newlin |
| **DATE PREPARED:** | 8/12/2021 |
| **COUNCIL MEETING DATE:** | 8/17/2021 |
| **AGENDA TITLE:** | Supplemental Budget Ordinance |
| **BUDGETED AMOUNT:** | |
| **ACCOUNT CODE:** | |
| **RECOMMENDATION:** | Approval |
| **CITY MANAGER/DEPT HEAD APPROVAL:** | DRE 8/13/21 JN 8/12/21 |

**DISCUSSION:**

Issue 1
To make adjustment to budget revenue for the receipt of CARES from Butler County Business Grant Program

Action Needed:

Revenue Side

| | |
|---|---|
| Local Coronavirus Relief Fund (428) | (106,714.00) |

Expense Side

| | |
|---|---|
| Net Effect on Fund Balance/(s) Increase/(Decrease) | (106,714.00) |

City of Oxford OHIO
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Issue 2
To make adjustment to revenue for American Rescue Relief program and increase in appropriations for expenditures from unencumbered balance

Action Needed:

Revenue Side

| | |
|---|---|
| Coronavirus Local Fiscal Recovery Fund (429) | 1,210,398.49 |

Expense Side

| | |
|---|---|
| Coronavirus Local Fiscal Recovery Fund (429) | 1,210,398.49 |
| Net Effect on Fund Balance/(s) Increase/(Decrease) | - |
| Total Net Effect on Fund Balance/(s) Increase/(Decrease) | (106,714.00) |

Breakdown by Fund

| | |
|---|---|
| Local Coronavirus Relief Fund (428) | (106,714.00) |
| Coronavirus Local Fiscal Recovery Fund (429) | - |
| Net Effect on Fund Balance/(s) Increase/(Decrease) | (106,714.00) |

**ORDINANCE NO.**

AN ORDINANCE AMENDING ORDINANCE NO.3600. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 6 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2021.

WHEREAS, additional appropriations are needed for the current fiscal year and monies are available for appropriation in those funds, and changes to estimated revenues.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY ORDAINS THAT:

SECTION 1: Additional appropriations are needed for the current fiscal year and monies are available for appropriation in those funds, and changes to estimated revenues;

SECTION 2: The following increase/(decrease)in revenues be made:

| | |
|---|---|
| Local Coronavirus Relief Fund (428) | (106,714.00) |
| Coronavirus Local Fiscal Recovery Fund (429) | 1,210,398.49 |

SECTION 3: The following increase/(decrease)in appropriations from unencumbered balances be made:

| | |
|---|---|
| Coronavirus Local Fiscal Recovery Fund (429) | 1,210,398.49 |

SECTION 4: In all other respects, Ordinance No. 3600 shall remain in full force and effect.

SECTION 5: This ordinance shall take effect immediately upon its adoption.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

City of Oxford OHIO
HOME OF MIAMI UNIVERSITY

The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

# STAFF REPORT

| | |
|---|---|
| ORIGINATING DEPARTMENT: | Police |
| PREPARED BY: | John A. Jones, Chief of Police |
| DATE PREPARED: | August 2, 2021 |
| COUNCIL MEETING DATE: | August 17, 2021 |
| AGENDA TITLE: | ALPR Camera System |
| BUDGETED AMOUNT: | $4,500 |
| ACCOUNT CODE: | 110.110.52340 |
| RECOMMENDATION: | Approve |
| CITY MANAGER/DEPT HEAD APPROVAL: | DRE 8/13/21 |

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DISCUSSION:

Permanently mounted Automated License Plate Readers (ALPRs) near Walmart on College Corner Pike are no longer functioning. These cameras were put into service around 2011 and went out of service in 2020. The infrastructure that hosted the data retrieved by the cameras had reached the end of their useful life and was retired by Cincinnati PD who hosted our data. Technology has advanced considerably and a more cost effective alternative is now available.

Replacing the fixed site ALPRs would cost approximately $45,000. A portable, solar powered solution is now available. OPD has tested this product from Vigilant Solutions by Motorola and it has performed well. These two cameras are able to be attached to a utility pole or similar location and could be deployed in areas where crime issues have spiked or where needed for event security. These cameras have proven effective for investigations and OPD has solved many crimes as a result of these cameras. Besides investigatory usefulness, the cameras can alert officers in real time of stolen vehicles, wanted persons, or AMBER Alerts.

This resolution will allow the City Manager to enter into an agreement with Vigilant Solutions by Motorola for a subscription to two quick deploy ALPR camera systems for an annual price not to exceed $4,838 for five years. Funds previously earmarked for ALPR maintenance in the OPD operating budget will be used to cover these costs.

**RESOLUTION NO.**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VIGILANT SOLUTIONS, LLC FOR A SUBSCRIPTION TO TWO QUICK DEPLOY AUTOMATIC LICENSE PLATE READER (ALPR) CAMERA SYSTEMS AT AN ANNUAL COST NOT TO EXCEED $4,838.00 FOR FIVE YEARS.

WHEREAS, permanently mounted Automatic License Plate Readers (ALPRs) on College Corner Pike are no longer functioning as the infrastructure that hosted the data retrieved by the cameras has reached the end of their useful life and were retired by the Cincinnati Police Department who hosted the City of Oxford's data; and

WHEREAS, replacing the fixed site ALPRs would cost approximately $45,000.00 and a portable, solar powered solution is now available; and

WHEREAS, the Oxford Police Division has successfully tested the portable, solar powered solution offered by Vigilant Solutions, LLC; and

WHEREAS, the City Manager and the Police Chief recommend Council authorize the City Manager to enter into an agreement with Vigilant Solutions, LLC as set forth in Exhibit "A" attached hereto for a subscription to two quick deploy Automatic License Plate Reader (ALPR) camera systems at an annual cost not to exceed $4,838.00 for five years.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council accepts the recommendation of the City Manager and the Police Chief and authorizes the City Manager to enter into an agreement with Vigilant Solutions, LLC as set forth in Exhibit "A" attached hereto for a subscription to two quick deploy Automatic License Plate Reader (ALPR) camera systems at an annual cost not to exceed $4,838.00 for five years.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: MICHAEL SMITH

PREPARED BY: LAW (STAFF)

## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this_____ Day of ___________, 20___ by and between **Vigilant Solutions, LLC**, a Delaware company, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and ________________________________, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at________________________________________________ ("Customer").

**WHEREAS,** Vigilant designs, develops, licenses and services advanced video analysis software technologies for law enforcement and security markets;

**WHEREAS**, Customer desires to license from and receive service for the Hardware and Software Products provided by Vigilant;

**THEREFORE,** In consideration of the mutual covenants contained herein this Agreement, Customer and Vigilant hereby agree as follows:

### I. Definitions:

**"CJIS Security Policy"** means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

**"CLK"** or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software (one CLK per camera) to be used with other Vigilant LPR Hardware Products and Software Products.

**"Criminal Justice Information Services Division" or "CJIS"** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

**"Effective Date"** means the date set forth in the first paragraph of this Agreement.

**"Enterprise License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Customer to install the Software Products on an unlimited number of devices in accordance with the selected Service Package, and allow benefits of all rights granted hereunder this Agreement.

**"Hardware Products"** means Vigilant's Fixed License Plate Recognition Cameras, Camera Brackets and Solar Panels.

**"LPR Data"** refers to LPR data collected by the Customer and available on LEARN for use by the Customer.

**"Service Fee"** means the amount due from Customer prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section XIII of this Agreement.

| VIGILANT SOLUTIONS | Vigilant Solutions, LLC<br>1152 Stealth Street<br>Livermore, California 94551<br>(P) 925-398-2079 (F) 925-398-2113 | MOTOROLA SOLUTIONS |
|---|---|---|

| | | | |
|---|---|---|---|
| Issued To: | Oxford Division of Police - Attention: Geoff Robinson | Date: | 07-23-21 |
| Project Name: | Two L5Q Solar Powered LPR Subscription | Quote ID: | DSP-0087-02 |

# *PROJECT QUOTATION*

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

## Two L5Q Cameras Subscription

Installation NOT Included

Pricing shown billed annually

| Qty | Item # | Description |
|---|---|---|
| (2) | VSFS-L5Q-S | **L5Q Quick Deploy LPR Camera System Annual Subscription**<br>• Small form-factor camera with solar-panel and integrated battery<br>• Pole mount bracket<br>• SD Card for local storage/buffering<br>• SIM card with cellular service<br>• Optional 12V power cord, sold separately<br>• 12-month limited hardware warranty<br>• LEARN or Client Portal account for hosted data storage, alerting and analytics<br>• System may be user installed<br>o Professional installation services sold separately<br>• 5-year Enterprise Service Agreement required |
| (2) | VS-SHP-05 | **Vigilant Shipping Charges - Fixed Subscription**<br>• Applies to each Fixed Subscription Kit<br>• Shipping Method is FOB Shipping Point |
| **Subtotal Price** (Excluding sales tax) | | **$4,640.00** |

| Qty | Item # | Description |
|---|---|---|
| (2) | L5Q-REP-HWW | **Annual L5Q Replacement Plan**<br>• Covers incidences of vandalism and/or theft not covered under manufacturer warranty<br>• Replacement is limited to once annually<br>• Must be co-terminus with Hardware Warranty |
| **Subtotal Price** (Excluding sales tax) | | **$198.00** |

### Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.

3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. All hardware components to have standard One (1) year hardware warranty.
6. This Quote does not include anything outside the above stated bill of materials.

**Quoted by:**
**Daniel Ploesser - Regional Sales Manager - Central US - 314-691-6046 - daniel.ploesser@motorolasolutions.com**

| | |
|---|---|
| **Total Price** | **$4,838.00** (Excluding sales tax) |

**"Service Package"** means the Customer designated service option which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.
**"Service Period"** has the meaning set forth in Section III (A) of this Agreement.

**"Software Products**" means Vigilant's Software Suite including CarDetector, LEARN, and other software applications considered by Vigilant to be applicable for the benefit of security practices.

**"Technical Support Agents"** means Customer's staff person responsible for administering the Software Products and acting as Customer's Software Products support contact.

**"User License"** means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

**"Users"** refers to individuals who are agents of the Customer and who are authorized by the Customer to access LEARN on behalf of Customer through login credentials provided by Customer.

**II. Enterprise License Grant; Duplication and Distribution Rights:**

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Customer an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Customer or any third party acting on behalf of Customer shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Customer shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

**III. Term; Termination.**

A. Term. The term of this Agreement is five (5) years beginning on the Effective Date unless earlier terminated as provided herein. Vigilant will provide Customer with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period") 60 days prior to the end of the then current Service Period. The first Service Period must be paid in advance. This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Customer's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Service Period, as the case may be. Pursuant to Section VIII below, Customer may also pay in advance for more than one Service Period.

B. Customer Termination. If Customer terminates this Agreement for no reason prior to the end of any Service Period, Vigilant will not refund or prorate any license fees paid by the Customer. If Customer's termination notice is based on an alleged breach by Vigilant, then Vigilant shall have thirty (30) days from the date of receipt of Customer's notice of termination, which shall set forth in detail Vigilant's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Customer Vigilant has not reasonably cured the described breach of this Agreement, Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. Upon termination, Customer shall delete all copies of Software Products.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement at any time by providing thirty (30) days written notice to Customer. If Vigilant's termination notice is based on an alleged breach by Customer, then Customer shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Customer's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Customer has not reasonably cured the described breach of this Agreement, Customer shall immediately discontinue all use of Hardware Products and Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Customer's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

**IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.**

A. Warranty and Disclaimer. Vigilant warrants that the Hardware Products and Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Hardware Product or Software Product that impedes the primary function of the Hardware Product or Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Hardware Product or Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Customer may terminate this Agreement and Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Customer's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective Hardware Products or Software Products, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Hardware Products and Software Products.

B. Infringement Protection. If an infringement claim is made against Customer by a third-party in a court of competent jurisdiction regarding Customer's use of any of the Hardware Products or Software Products, Vigilant shall indemnify Customer, and assume all legal responsibility and costs to contest any such claim. If Customer's use of any portion of the Hardware Products or Software Products or documentation provided to Customer by Vigilant in connection with the Hardware Products or Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinment: (1) Procure for Customer the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Customer that Customer's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

**V. Software Support, Warranty and Maintenance.**

Customer will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Customer at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Customer's Technical Support Agents through e-mail, fax and telephone. Customer allows Vigilant Solutions to access the L5Q camera settings for the purposes of optimizing the plate collection process.

**VI. Camera License Keys (CLKs).**

Customer is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Customer's network in accordance with selected Service Options. As Customer installs additional units of the Hardware Products or Software Products, Customer is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Customer by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Customer's application for a CLK, Customer's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the then-current Service Period.

**VII. Ownership.**

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Customer owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Ownership of Hardware Products. The Hardware Products provided under this agreement remain the property of Vigilant. Customer has no ownership or rights to Hardware Products provided under this Agreement during or after the Term of this Agreement.

C. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

**VIII. Data Sharing.**

If Customer is a generator of LPR Data, Customer at its option may share its LPR Data with Law Enforcement Agencies who contract with Vigilant. Vigilant will not share any LPR Data generated by the Customer without the permission of the Customer.

**IX. Ownership of LPR Data.**

Customer retains all rights to LPR Data generated by the Customer. Should Customer terminate agreement with Vigilant, a copy of all LPR Data generated by the Customer will be created and provided to the Customer. After the copy is created, all LPR Data generated by the Customer will be deleted from LEARN at the written request of an authorized representative of the Customer.

**X. Data Retention.**

LPR Data is governed by the Customer's retention policy. LPR Data that reaches its expiration date will be deleted from LEARN.

**XI. Account Access.**

A. Eligibility. Customer shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to employees of the Customer. No User logins may be provided to non-employees of the Customer without the express written consent of Vigilant.

B. Security. Customer shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Customer's Users a username and password (one per user account). A limited number of User accounts is provided. Customer will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Customer shall notify Vigilant immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Vigilant immediately if Customer becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Customer certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

**XII. Service Package, Fees and Payment Provisions.**

A. Service Package. This Enterprise License Agreement is based on the following Service Package:

Service Package - Fixed Camera Subscription Service:

- Fixed Camera with Camera Bracket
- Solar Panel
- Hardware warranty for manufacturer defect
- Vigilant Managed/Hosted LPR server LEARN Account
- Unlimited user licensing and upgrades for the following applications:
    - LEARN and CarDetector

B. Service Fee. Payment of each Service Fee entitles Customer to all rights granted under this Agreement, including without limitation, use of the Hardware Products and Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Hardware Products and Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Customer in the upcoming Service Period. A schedule of Annual Service Fees for years after the first year of this Agreement is shown below:

| **Annual Service Fee Schedule (multiplied by number of CLK's Issued)** | | | |
|---|---|---|---|
| | Annual Fee Per CLK | $2,250.00 | |

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Customer agrees to pay any such tax.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payment on a case by case basis for Customers who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Customer makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Customer continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another after the 5-Year Term; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Customer notice of the proposed increase on or before the date that Vigilant invoices Customer for the upcoming Service Period.

**XIII. Miscellaneous.**

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE HARDWARE PRODUCTS AND SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO VIGILANT FOR THE HARDWARE PRODUCTS AND SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Customer acknowledges that Hardware Products and Software Products contain valuable and proprietary information of Vigilant and Customer will not disassemble, decompile or reverse engineer any Hardware Products or Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Customer is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Customer. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Customer and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. **Federal Government.** Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Customer, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. <u>Notices; Authorized Representatives; Technical Support Agents</u>. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

| | |
|---|---|
| **Vigilant Solutions, LLC** | **Customer:** ______________________ |
| Attn: Sales Administration | Attn: ______________________ |
| 1152 Stealth Street | Address: ______________________ |
| Livermore, CA 94551 | ______________________ |

M. <u>Authorized Representatives; Technical Support Agents</u>. Customer's Authorized Representative is responsible for administering this Agreement and Customer's Technical Support Agents are responsible for administering the Hardware Products and Software Products and acting as Customer's Hardware Products and Software Products support contact. Either party may from time to time change its Authorized Representative, and Customer may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: ______________________

Title: ______________________

Date: ______________________

Signature: ______________________

Customer: ______________________

Authorized Agent: ______________________

Title: ______________________

Date: ______________________

Signature: ______________________

Exhibit A: CJIS Requirements

Vigilant and the Customer agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Customer agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Customer use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Customer agree that Customer owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Customer-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Customer agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Customer agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Customer agree that the Customer is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Customer.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or

electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.

5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Customer owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Vigilant agrees to immediately inform Customer of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Customer's account or Customer data in support of Customer as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Customer data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Customer of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Customer.
13. Vigilant will advise Customer when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Customer owned data and Vigilant systems as intended by the Customer and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Customer owned information through Customer managed role-based access and applied sharing rules configured by the Customer.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Customer owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Customer can monitor access and activity of Vigilant support staff and Customer users for unauthorized access, disclosure, alteration or misuse of Customer owned data. (Vigilant support staff will only have access when granted by the Customer.)
23. Vigilant will only perform direct support remote access to Customer systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Customer. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Customer data owners and Vigilant staff.

25. Vigilant agrees to provide physical protection for the equipment-storing Customer data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Customer, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Customer.
28. Vigilant agrees that the Customer owns all Customer contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Customer.

Customer:

1. Customer agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Customer agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Customer agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Customer agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Customers, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Customer agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Customer agrees that they are responsible for proper equipment operation and placement of equipment.
7. Customer agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Customer information.
8. Customer agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Customer.
9. Customer agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Customer agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Customer agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Customer agrees to reinforce client staff policies for not sharing user accounts.
13. Customer agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Customer agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Customer agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.

16. Customer agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Customer agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Customer agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Customer created policies and procedures that guide user access and appropriate use of the system.
19. Customer agrees that information and services provided through Vigilant products do not provide any actionable information, Customer users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.