



CITY COUNCIL MEETING
Tuesday, April 5, 2022, 7:30 PM
COUNCIL CHAMBERS
301 SYCAMORE STREET, BROOKVILLE, OH 45309

PUBLIC HEARING – 8:00 P.M.

PRELIMINARY DEVELOPMENT PLAN – E. UPPER LEWISBURG SALEM ROAD & ALBERT ROAD

<https://brookvilleoh.webex.com/brookvilleoh/j.php?MTID=md126c47d4c8ed62fd3a7cc6cddc93fde>

Meeting number: 2631 949 5698 Password: P4Jbn3t8JPA

Join by phone: +1-415-655-0001 Access code: 263 194 95698

Agenda

I. Opening of Regular Council Meeting

- a. Call to Order
- b. Pledge of Allegiance
- c. Roll Call

II. Adoption of Agenda

III. Approval of Minutes

- a. Approval of March 15, 2022 Regular Meeting Minutes

IV. 2021 Police Officer of the Year Awards

V. Reports of Municipal Officers

- a. City Manager
- b. Finance Director
 - 1. Fund Balance of March 31, 2022
- c. Fire Chief
- d. Police Chief
- e. Law Director
- f. Mayor Chuck Letner

VI. Old Business

VII. New Business

Mayor Chuck Letner • Vice Mayor James Zimmerlin
Council Members: Stephen Crane • JD Fowler • Curt Schreier • Matthew Swabb • Kim Wilder



- a. First reading of proposed Ordinance No. 2202-03 entitled "AN ORDINANCE REAFFIRMING THE BAN ON POSSESSING, SELLING, OR DISCHARGING FIREWORKS IN THE CITY OF BROOKVILLE, AS SET FORTH IN SECTION 1519.04 OF THE CODE OF ORDINANCES OF THE CITY OF BROOKVILLE, PURSUANT TO OHIO REVISED CODE SECTION 3743.45."

VIII. Reports of Boards and Commissions

- a. JD Fowler - Park Board
- b. Curt Schreier - Planning Commission

IX. Public Comments (5 minutes per speaker)

X. Motion for Adjournment

Please note: Council welcomes the comments and input of the public during Council Meetings. In order to provide an orderly fashion in which all interested parties have an opportunity to address Council, Council has adopted the following procedure for citizen's comments during any portion of the Council Meeting or Public Hearing.

Any citizen who wishes to address Council should state their name, address and then their comments. Speakers should not approach Council Members without first obtaining permission. After completion of their comments, Council would request that the speakers return to their seat so that any other interested persons could then be recognized and address Council.

The purpose of this procedure is to afford the maximum opportunity for citizen input without any type of disruption of the Council proceedings. While others are addressing Council from the podium, Council requests that audience members not make comments to Council or to other individuals to prevent any potential confusion or disruption.

Brookville City Council
Regular Meeting
March 15, 2022

The Regular Meeting of the Brookville City Council was called to order by Mayor Letner at 7:30 p.m. on March 15, 2022. The meeting was held in the City Council Chambers and virtually using the Cisco Webex application. The Pledge of Allegiance was recited. Members Crane, Fowler, Schreier, Requarth, Wilder and Zimmerlin; Manager Keaton, Finance Director Brandt, Law Director Stephan, Fire Chief Fletcher, Police Chief Jerome and Clerk Duncan were present.

Roll Call by Clerk Duncan.

Motion by Zimmerlin, second by Fowler to adopt the Agenda as presented. All yeas, motion carried.

Motion by Schreier, second by Zimmerlin to approve the March 1, 2022 Regular Meeting Minutes as presented. All yeas, motion carried.

Mayor Letner recognized Dale Mendenhall as the Citizen of the Month for the month of February. Mayor Letner read a proclamation honoring Mr. Mendenhall for his legacy of Mendenhall Motors, which he operated in the City of Brookville for 59 years.

Mr. Mendenhall thanked Mayor Letner, stating he has been a proud citizen of Brookville all of his life and his many customers were like family.

Fire Chief Fletcher presented FF/EMT Crag Wilson with the 2021 Brookville Fire Department Firefighter of the Year Award; Firefighter/Paramedic Caleb Broomhall with the 2021 Brookville Fire Department EMS Provider of the Year Award and Lieutenant Ken Collier as the 2021 Brookville Fire Department Officer of the Year.

Mayor Letner congratulated each of the award recipients and thanked them for their service to the City of Brookville.

Manager Keaton reported at the March MVRPC Board of Directors Meeting, the Board approved 31 STP Projects totaling \$25.5 Million, which includes our Wolf Creek Street Resurfacing Project, and 18 Coronavirus Response and Relief Supplemental Appropriations Act Projects totaling \$5.2 Million, which includes our Market Street Resurfacing Project. Manager Keaton thanked the MVRPC for funding our projects. The Market Street Project is scheduled for 2023 and the Wolf Creek Street project is scheduled for 2024.

Manager Keaton advised the City recently submitted a grant, on behalf of the Brookville Leaf and Blossom Garden Club, to Keep Montgomery County Beautiful. If awarded, funds will go toward planting our Market Street flowerpots.

Manager Keaton reported the Service Department will soon replace the seeping chopper pump in the lift station on Albert Road near Brookhaven at a cost of \$10,500. The current pump is the original pump installed during the construction of that lift station in the late 1990's.

Manager Keaton reported the Ohio Office of Budget and Management recently notified us that we are receiving an additional \$1,228.22 in American Rescue Plan Act funds. The Ohio Office of Budget and Management completed the initial first tranche payments of ARPA funds to all eligible non-entitlement units that completed the application process. The U.S. Treasury requires the state to now redistribute the unclaimed remaining funds to those eligible in accordance with its guidelines. When we receive our second tranche later this year, we will have received \$616,535.94 in ARPA funds.

Manager Keaton advised the MVRPC Institute for Livable & Equitable Communities recently announced a new funding opportunity for MVRPC member organizations. In 2022, ten MVRPC member agencies will each be awarded a \$10,000 grant from the Del Mar Health-Dayton Fund at

the Dayton Foundation to pursue a multi-year planning effort focused on recognizing and enhancing age-friendly, livable aspects of their communities. Manager Keaton advised we submitted our AARP Livable & Age-Friendly Community Grant yesterday, in hopes of receiving funding to update our Comprehensive Plan. Manager Keaton commented in the document she provided Council, she found it shocking to read that the population of the United States is rapidly aging and by 2030, one of every five people in the United States will be 65 or older. By 2035, the number of adults older than 65 will be greater than the number of children under 18 and for the first time ever the United States will be a country comprised more of older adults than children.

Manager Keaton advised the Notice to Proceed was issued last Friday for the Wolf Creek Tree Removal Project. Risner's Tree Service mobilized their equipment yesterday. Removal and hauling away of the tree debris began today. The project should be completed by April 1, 2022. The contract amount on this project totals \$79,500 with the City contributing \$19,875, or 25% of the contract amount.

Member Zimmerlin inquired if there is any expectation that removing those trees will alleviate some of our storm water challenges?

Manager Keaton replied the contractor will clear and dispose of storm induced fallen trees, logs, brush and rubbish within the channel cross-section. They will also remove some of the fallen trees that have broken main trunks. The fallen tops and remaining standing portions of the trees are to be cleared. Manager Keaton advised that trees leaning at a 30-degree angle or greater with a root ball displaced more than 3-feet from its pre-storm location will be removed. Otherwise, trees are to be firmly placed back in the existing depression. The contractor was told if there is any attachment whatsoever to leave the trees in place.

Member Zimmerlin stated there should be some effect from the storm water perspective.

Manager Keaton agreed and stated Montgomery County Soil and Water has been waiting to do their flyover until this project is completed.

Manager Keaton reported on the Hay Avenue Roadway Reconstruction Project, the connection to the storm sewer at McKinley Street and the water at Western Avenue is complete, with the exception of connecting 5 and 14 S. Wolf Creek Street to the new waterline. Brumbaugh Construction is in the process of installing the new waterline on Hay Avenue. Testing of the new waterline should take place later this week, or early next week. Once the tests pass, Brumbaugh will connect all water services to the new waterline. S. Wolf Creek Street will be closed for a short time to through traffic when the new waterline is connected to those two properties on Wolf Creek Street.

Manager Keaton reported the bids were opened for the Sludge Processing Facility on March 9. We received three combined bids and one electric only bid. Manager Keaton provided Council with a copy of the bid tabulation, and copies of several pages out of the spec book. The C200 sheet shows a darkened outline of the current asphalt driveway that will be removed by our Service Department, which is Alternate C-1, Site Demo by Owner, sheet C300 displays where the new building will be constructed, and sheet A101 shows a rendering of the building. As part of this project, we are relocating two digester blowers. One of the two blower motors was damaged during the Memorial Day tornado and was replaced by Fryman & Kuck at a cost of \$28,310 in early 2020. Staff is recommending that we replace the motor in the second blower that is being relocated. This is a motor that was installed during the 1998 upgrade at our WWTP. It has seen its useful life, and we are no longer able to get parts for this motor.

Manager Keaton recommended that Council accept Arcon Builders combined bid of \$466,000, and accept Alternate C-1, Site Demo by Owner, with a deduction of \$5,600, and Alternate P-1, New Blower Motor, at an additional cost of \$31,000 for a net project amount of \$491,400 as the lowest and responsive bid. This bid is below the Engineer's Estimate of \$531,652.

Member Zimmerlin asked if Arcon bid on this project previously?

Manager Keaton replied yes they did. We removed the area to be re-asphalted from the project as we felt this is something we can do in-house later, when the price of asphalt is lower.

Member Schreier asked what the engineer's estimate was last time?

Manager Keaton replied it was \$443,546.

Motion by Requarth, second by Zimmerlin to accept Arcon Builders combined bid of \$466,000, and accept Alternate C-1, Site Demo by Owner, with a deduction of \$5,600, and Alternate P-1, New Blower Motor, at an additional cost of \$31,000 for a net project amount of \$491,400 as the lowest and responsive bid. All yeas, motion carried.

Member Requarth advised kids are dropping their bikes in the middle of the sidewalks in front of What's the Scoop on Market Street and asked if a bike rack could be installed on the corner?

Manager Keaton replied a bike rack was installed a few years ago on the other side of the Home Sweet Home Restaurant. We can look to see if we could get one installed in that area.

Fire Chief Fletcher stated the owner of What's the Scoop is very conscientious and would surely work with us to remedy the problem.

Member Fowler asked if we could place a bike rack in one of the parking spots?

Manager Keaton replied she and staff would take a look at the area and maybe get our engineer involved.

Finance Director Brandt requested Council accept the first reading and dispense with the second and third reading to adopt proposed Resolution No. 22-07, which amends the 2022 Appropriations and Estimated Resources. This Resolution shall take effect immediately after passage of this Resolution as provided in 4.07(A)(1) of the Charter of the City.

Motion by Zimmerlin, second by Fowler to read proposed Resolution No. 22-07. All yeas, motion carried.

Motion by Requarth, second by Wilder to accept the first reading, dispense with the second and third reading and adopt Resolution No. 22-07 entitled "A RESOLUTION AMENDING THE 2022 APPROPRIATIONS, AS SET FORTH BELOW, PURSUANT TO SECTION 5705.40 OF THE OHIO REVISED CODE, AND SECTION 12.35 OF THE OHIO ADMINISTRATIVE CODE AND APPROVING THE AMENDMENT TO THE CERTIFICATE OF ESTIMATED RESOURCES, AS SET FORTH BELOW. All yeas, motion carried.

Finance Director Brandt reminded everyone that the City of Vandalia will be here to help residents with their local income tax filing on April 1 from 8:00-4:30 and again on April 2 from 8:00-12:00.

Fire Chief Fletcher reported work continues on the engine and ladder truck. The new fire engine was pressed into service last Saturday evening to respond to a fire in building 12 at Dull Homestead. Our crews, along with mutual aid from numerous departments, made a great stop and kept the fire from spreading to the multi-million dollar building next to it.

Fire Chief Fletcher reported the Fire Department has been very busy this month, including a fatal crash on Diamond Mill this morning.

Mayor Letner commended the Fire Department for learning the new engine and pressing it into service when needed. The Dull family was very grateful for their services.

Police Chief Jerome advised he will present the 2021 Police Officer of the Year awards at the April 5, 2022 Council Meeting.

Police Chief Jerome reported tomorrow he will be attending the Parent & Community Whole Child Event at Brookville High School. Friday night he will attend the Eagle Scout Court of Honor Event for Christian Seitz. Monday he will make a presentation to Superintendent Tim Hopkins at the school board meeting to honor his retirement from Brookville Schools.

Police Chief Jerome reported the Mayor swore in the new full-time Police Officer Sunday and the Police Department is now fully staffed.

Law Director Stephan reported the Tax Incentive Review Council (TIRC) of the City of Brookville met on March 14, 2022. The TIRC reviewed three City of Brookville tax incentive agreements with Green Tokai, Co., Giant Ohio, LLC, and General Motors, LLC, and found that the businesses were in compliance with their agreement. The TIRC recommended that the agreements be continued. Proposed Resolution No. 22-04, Resolution No. 22-05, and Resolution No. 22-06 are before City Council to accept the recommendation of the TIRC to continue these agreements. Law Director Stephan requested Council dispense with the second and third readings and approve these Resolutions in order to meet the end of the month deadline to report to the State of Ohio.

Motion by Zimmerlin, second by Schreier to read proposed Resolution No. 22-04. All yeas, motion carried.

Motion by Fowler, second by Wilder to accept the first reading, dispense with the second and third reading and adopt Resolution No. 22-04 entitled "A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW COUNCIL FINDING THAT THE ENTERPRISE ZONE AGREEMENT OF GREEN TOKAI CO. LTD DATED MARCH 25, 2016 IS IN COMPLIANCE AND THAT THE ENTERPRISE ZONE AGREEMENT BE CONTINUED." All yeas, motion carried

Motion by Zimmerlin, second by Fowler to read proposed Resolution No. 22-05. All yeas, motion carried.

Motion by Schreier, second by Fowler to accept the first reading, dispense with the second and third reading and adopt Resolution No. 22-05 entitled "A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW COUNCIL FINDING THAT THE COMMUNITY REINVESTMENT AREA #2 AGREEMENT OF GIANT OHIO LLC DATED JUNE 21, 2017 IS IN COMPLIANCE AND THAT THE COMMUNITY REINVESTMENT AREA AGREEMENT BE CONTINUED." All yeas, motion carried

Motion by Zimmerlin, second by Fowler to read proposed Resolution No. 22-06. All yeas, motion carried.

Motion by Fowler, second by Wilder to accept the first reading, dispense with the second and third reading and adopt Resolution No. 22-06 entitled "A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW COUNCIL FINDING THAT THE COMMUNITY REINVESTMENT AREA #1 AGREEMENT OF GENERAL MOTORS, LLC DATED SEPTEMBER 17, 2019 IS IN COMPLIANCE AND THAT THE COMMUNITY REINVESTMENT AREA AGREEMENT BE CONTINUED." All yeas, motion carried.

Mayor Letner thanked Dale Mendenhall for being his Citizen of the Month, stating Dale was an institution in this City for many years.

Mayor Letner reported he swore in our new Police Officer on Sunday, who was formerly with the Secret Service.

Motion by Zimmerlin, second by Fowler to read proposed Ordinance No. 2022-01. All yeas, motion carried.

Motion by Fowler, second by Requarth to accept the third reading and adopt Ordinance No. 2022-01 entitled "AN ORDINANCE LEVYING ASSESSMENTS FOR DELINQUENT UTILITY

BILLS FOR CERTAIN PROPERTIES IN THE CITY OF BROOKVILLE, OHIO.” All yeas, motion carried.

Motion by Zimmerlin, second by Fowler to read proposed Ordinance No. 2022-02. All yeas, motion carried.

Motion by Requarth, second by Fowler to accept the third reading and adopt Ordinance No. 2022-02 entitled “A RESOLUTION LEVYING ASSESSMENTS FOR CUTTING AND REMOVAL OF WEEDS, VINES, GRASS AND/OR OTHER VEGETATION DURING THE YEAR 2021 FOR CERTAIN PROPERTIES IN THE CITY OF BROOKVILLE, OHIO.” All yeas, motion carried.

Member Fowler, Park Board Liaison, reported a new Gaga Ball Pit is scheduled to be installed on March 25 and 26 at Westbrook Park near the existing play area behind field #4. Community Park Clean-up Day is April 2 at 10:00 a.m. with a rain date of April 9. The Optimist Adult Egg Scramble was well attended, with a 50/50 drawing that brought in \$503 for the Park Fund. Brookville Soccer Association has 315 kids signed up to play soccer this spring. The average is normally 150 kids.

Member Schreier, Planning Commission Liaison, reported Planning Commission will hold a Public Hearing on March 17, 2022 regarding the Preliminary Planned Development for Part Lot 1743.

Motion by Fowler, second by Zimmerlin to adjourn. All yeas, motion carried.

Kimberly Duncan, Clerk

Charles Letner, Mayor

To: Mayor & Council
From: Sonja M. Keaton, City Manager
RE: Manager's Report
Date: 4/4/2022

The Wolf Creek Tree Removal Project has been completed. Risner's Tree Service did an excellent job. Our USDA-NRCS rep completed a final walk-through last week.

I am pleased to report that Brookville now has its second Gaga Ball Pit thanks to Ryan Clemmons. Ryan completed his Eagle Scout Project last week at Westbrook Park.

A double-sided 10-bike rack has been ordered and will be installed on the sidewalk at the corner of Market and Sycamore Street.

We recently held a pre-construction meeting on our Sludge Processing Facility. Submittals are currently being reviewed by LJB. Construction should commence in late April, early May.

I am pleased to report that the RETREET Program, scheduled for April 30, 2022, will be staged at Trinity Lutheran Church on the corner of W. Westbrook and Wolf Creek. Volunteers will be planting approximately 100 trees that day for residents of Brookville, Perry Township, Clayton, Englewood, Vandalia, Butler Township, and a portion of Trotwood. Of the 100 trees that will be planted, approximately 50 of those will be planted in Brookville and Perry Township. The event will begin at 9:00 a.m. Lunch will be served following planting. If anyone is interested in volunteering to plant trees and/or lay mulch around the trees, you can sign up at, <https://volunteer.kab.org/RETREET/DaytonOH>.

Park Cleanup was a huge success! Thank you to all who participated with this cleanup.

The 2021 Annual Report is complete.

The CERT vehicle is currently listed on GovDeals. Within 24 hours of listing the vehicle we had 13 bids. The auction ends on April 13.

We have a Pre-Con Meeting scheduled this Wednesday on the Safe Routes to School Project and a Scope Meeting with ODOT and our engineers on our two STP Projects.

Over the past couple of weeks, the Service Department repaired a water valve at Hay & Sycamore, changed out the Market Street Banners, repaired a streetlight at 7 S. Wolf Creek Street, trimmed a tree at Diamond #5, patched potholes, placed signs on park dumpsters, repaired a water valve on Main St., placed gravel around the former BMX building, removed three dead trees and removed the basketball goals and prepped for the basketball court expansion at Ward Park.

Memo

To: Mayor and Council

From: Michelle Brandt, Finance Director

Date: April 5, 2022

Subject: Finance Report

→ Requesting Council accept the March 31, 2022 Fund Balance. Overall for March, MTD Expenses exceeded Revenues by \$175,394.

- General Fund Beginning Balance is down \$338,709 compared to 2021
 - General Fund YTD Revenue is up \$7,439 compared to last March
 - Income Tax is down \$32,183
 - Real Estate Tax is down \$675
 - Motel Tax is up \$1,004
 - Local Government Funds are up \$2,268
 - Interest on Investments is down \$2,383
 - Fire Contracts are up \$25,781
 - General Fund YTD Expenses are down \$197,419 compared to last March
 - Transfers are down \$225,856
 - Professional Services are up \$12,188
- Street M&R Fund Beginning Balance is down \$39,758 compared to 2021
 - Street M&R Fund YTD Revenue is up \$5,112 compared to last March
 - Motor Vehicle, Gas and Highway Taxes combined are up \$6,287
 - Street M&R Fund YTD Expenses are up \$147,496 compared to last March
 - Capital Improvement Streets is up \$29,480
 - OPWC Funds is up \$160,496
 - Capital Improvement is down \$19,913
 - Salt Supply is down \$16,575
- Park & Rec. Fund Beginning Balance is up \$11,841 compared to 2021
 - Park & Rec. Fund YTD Revenue is down \$80,380 compared to last March
 - Transfers in down \$100,000
 - Park Permits are up \$3,235
 - Donations are up \$16,353
 - Park & Rec. Fund YTD Expenses are up \$171 compared to last March

- Water Fund Beginning Balance is up \$210,436 compared to 2021
 - Water Fund YTD Revenues are up \$111,251 compared to last March
 - Water sales are down \$5,192
 - Water Tap Permits are up \$4,500
 - Issue 2 funds are up \$108,865
 - Water Fund YTD Expenses are up \$3,726 compared to last March
 - Capital Improvement is up \$73,178
 - City of Dayton Water is down \$70,292
- Sewer Fund Beginning Balance is up \$85,310 compared to 2021
 - Sewer Fund YTD Revenue is up \$2,781 compared to last March
 - Sewer sales are down \$1,884
 - Sewer tap permits are up \$4,500
 - Sewer Fund YTD Expenses are up \$30,011 compared to last March
 - Municipal Engineer is up \$18,440
 - San Sewer System M& R is up \$14,912
- Stormwater Fund Beginning Balance is up \$10,854 compared to 2021
 - Stormwater Fund YTD Revenue is up \$45,691 compared to last March
 - Stormwater sales are up \$15,556
 - Issue 2 funds are up \$30,080
 - Stormwater Fund YTD Expenses are down \$295 compared to last March
- Refuse Fund Beginning Balance is up \$27,961 compared to 2021
 - Refuse Fund YTD Revenue is up \$350 compared to last March
 - Refuse sales are up \$480
 - Miscellaneous revenues are down \$182
 - Refuse Fund YTD Expenses are up \$3,035 compared to last March

→ Each year the City takes part in an annual rate survey for water and sewer charges. The results for 2022 showed that out of the 67 jurisdictions that participated we were the 13th highest for our water rates. We ranked 52/64 for our sewer rate and over all for those 64 entities reporting water and sewer we were ranked 36th.

City of Brookville

Statement of Cash Position with MTD Totals

From: 1/1/2022 to 3/31/2022

Include Inactive Accounts: No

Funds: A01 to E10

Page Break on Fund: No

Fund	Description	Beginning Balance	Net Revenue MTD	Net Revenue YTD	Net Expenses MTD	Net Expenses YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
A01	GENERAL FUND	\$1,626,536.21	\$361,416.05	\$1,062,576.53	\$333,370.18	\$1,357,856.98	\$1,331,255.76	\$916,735.94	\$414,519.82
B01	STREET M. & R.	\$164,523.02	\$152,402.04	\$222,234.66	\$222,128.45	\$349,897.34	\$36,860.34	\$437,897.83	(\$401,037.49)
B04	PARK & RECREATION	\$65,019.89	\$8,712.13	\$32,690.61	\$14,580.41	\$33,487.50	\$64,223.00	\$44,389.67	\$19,833.33
B09	LAND REUTILIZATION	\$39,266.96	\$0.00	\$0.00	\$0.00	\$0.00	\$39,266.96	\$0.00	\$39,266.96
B11	LOCAL CORONAVIRUS RELIEF FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B12	LOCAL FISCAL RECOVERY FUND	\$307,653.86	\$1,228.22	\$1,228.22	\$0.00	\$0.00	\$308,882.08	\$0.00	\$308,882.08
B13	LAW ENFORCEMENT	\$10,849.75	\$35.00	\$14,966.00	\$0.00	\$0.00	\$25,815.75	\$19,444.30	\$6,371.45
B16	FEMA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C01	BOND RETIREMENT	\$5,293.28	\$0.00	\$368,000.00	\$0.00	\$0.00	\$373,293.28	\$372,600.00	\$693.28
C03	NOTE RETIRE- NORTHBROOK	\$17,929.36	\$0.00	\$74,255.00	\$0.00	\$446.01	\$91,738.35	\$90,793.99	\$944.36
D03	CAPITAL IMPROVEMENT	\$179,245.69	\$0.00	\$9,394.10	\$3,395.00	\$3,395.00	\$185,244.79	\$28,378.00	\$156,866.79
D04	FIRE CAPITAL IMPROVEMENT	\$184,697.10	\$11,929.23	\$17,880.67	\$22,514.63	\$37,514.63	\$165,063.14	\$39,788.14	\$125,275.00
E01	WATER	\$614,432.48	\$61,539.38	\$460,768.01	\$145,531.17	\$258,319.06	\$816,881.43	\$412,174.40	\$404,707.03
E02	SANITARY SEWER	\$815,346.32	\$14,904.65	\$176,987.77	\$42,563.82	\$129,199.18	\$863,134.91	\$724,822.39	\$138,312.52
E08	STORMWATER	\$31,835.27	\$31,298.25	\$61,360.08	\$2,583.94	\$6,261.72	\$86,933.63	\$195,008.44	(\$108,074.81)
E10	REFUSE	\$223,354.77	\$4,592.69	\$114,255.05	\$36,784.49	\$108,264.46	\$229,345.36	\$307,881.72	(\$78,536.36)
Grand Total:		\$4,285,983.96	\$648,057.64	\$2,616,596.70	\$823,452.09	\$2,284,641.88	\$4,617,938.78	\$3,589,914.82	\$1,028,023.96

City of Brookville

Encumbrance Report by Account

Accounts: A01-01A1-2110 to E10-05F2-2530

As Of: 4/30/2022

Purchase Order Status: Open

Include Inactive Accounts: No

Account	Year	P.O. Number	PO Date	Description	Status	Enc. Date	Enc. Balance	P.O. Line Amt	Paid Amount	Error
Fund: A01		GENERAL FUND								
POLICE DEPARTMENT										
A01-01A1-2122	2022	2022000003-001	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$54,753.86	\$90,100.00	\$35,346.14	
A01-01A1-2122	2022	2022000004-001	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$639.00	\$1,200.00	\$561.00	
A01-01A1-2122	2022	2022000024-001	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$1,865.65	\$4,000.00	\$2,134.35	
A01-01A1-2122	2022	2022000104-001	01/25/2022	HSA FUNDS	Open	02/10/2022	\$1,950.00	\$4,818.13	\$2,868.13	
A01-01A1-2124	2022	2022000119-001	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$29,589.10	\$33,000.00	\$3,410.90	
A01-01A1-2140	2022	2022000249-001	03/15/2022	BALLISTIC VEST & OUTE	Open	03/15/2022	\$914.15	\$914.15	\$0.00	
A01-01A1-2310	2022	2022000010-001	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$2,060.27	\$2,570.00	\$509.73	
A01-01A1-2310	2022	2022000012-001	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$2,541.59	\$3,100.00	\$558.41	
A01-01A1-2310	2022	2022000027-001	01/05/2022	301 SYCAMORE	Open	03/07/2022	\$564.79	\$900.00	\$335.21	
A01-01A1-2320	2022	2022000031-001	01/06/2022	CELL/DATA SERVICE	Open	03/10/2022	\$3,155.83	\$4,000.00	\$844.17	
A01-01A1-2323	2022	2022000011-001	01/05/2022	DISPATCHING SERVICE	Open	03/10/2022	\$52,979.74	\$70,000.00	\$17,020.26	
A01-01A1-2325	2022	2022000280-001	03/25/2022	RADIO USER FEES	Open	03/25/2022	\$6,000.00	\$6,000.00	\$0.00	
A01-01A1-2330	2022	2022000015-001	01/05/2022	COPIER LEASE	Open	03/10/2022	\$4,207.06	\$5,500.00	\$1,292.94	
A01-01A1-2340	2022	2022000005-001	01/05/2022	ENTERPRISE SECURITY	Open	03/10/2022	\$1,907.10	\$2,500.00	\$592.90	
A01-01A1-2340	2022	2022000006-001	01/05/2022	OFFICE 365	Open	03/10/2022	\$1,586.94	\$2,100.00	\$513.06	
A01-01A1-2340	2022	2022000018-001	01/05/2022	JANITORIAL SERVICES	Open	03/10/2022	\$7,200.00	\$8,640.00	\$1,440.00	
A01-01A1-2348	2022	2022000021-001	01/05/2022	PROSECUTOR SERVICE	Open	03/10/2022	\$10,000.00	\$12,000.00	\$2,000.00	
A01-01A1-2350	2022	2022000256-001	03/17/2022	CHAIN/PUMP REPLACEM	Open	03/17/2022	\$2,667.03	\$2,667.03	\$0.00	
A01-01A1-2350	2022	2022000260-001	03/22/2022	SHAFT/MANIFOLD REPL	Open	03/22/2022	\$1,745.79	\$1,745.79	\$0.00	
A01-01A1-2351	2022	2022000032-001	01/06/2022	IT SERVICES	Open	03/10/2022	\$5,940.00	\$7,920.00	\$1,980.00	
A01-01A1-2390	2022	2022000013-001	01/05/2022	CAR WASHES	Open	03/10/2022	\$2,520.00	\$3,360.00	\$840.00	
A01-01A1-2391	2022	2022000196-001	03/08/2022	OFFICER IN CHARGE-BE	Open	03/08/2022	\$475.00	\$475.00	\$0.00	
A01-01A1-2391	2022	2022000196-002	03/08/2022	FIELD TRAINING OFF-BE	Open	03/08/2022	\$325.00	\$325.00	\$0.00	
A01-01A1-2420	2022	2022000159-001	02/10/2022	SIREN SPEAKER/GRILLE	Open	02/10/2022	\$1,670.00	\$1,670.00	\$0.00	
A01-01A1-2420	2022	2022000197-001	03/10/2022	HANDGUARDS & RIFLE L	Open	03/10/2022	\$2,280.00	\$2,280.00	\$0.00	
A01-01A1-2420	2022	2022000255-001	03/17/2022	HOLSTERS/PISTOL LIGH	Open	03/17/2022	\$3,570.00	\$3,570.00	\$0.00	
A01-01A1-2420	2022	2022000267-001	03/23/2022	DATTO BACKUP SERVER	Open	03/23/2022	\$2,096.00	\$2,096.00	\$0.00	
A01-01A1-2421	2022	2022000023-001	01/05/2022	FUEL	Open	03/22/2022	\$23,356.90	\$31,000.00	\$7,643.10	

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Account	Year	P.O. Number	PO Date	Description	Status	Enc. Date	Enc. Balance	P.O. Line Amt	Paid Amount	Error
A01-01A1-2520	2022	2022000082-001	01/19/2022	2022 POLICE EXPLORER	Open	01/19/2022	\$33,797.73	\$33,797.73	\$0.00	
A01-01A1-2520	2022	2022000159-002	02/10/2022	SIREN SPEAKER/GRILLE	Open	02/10/2022	\$10,000.00	\$10,000.00	\$0.00	
POLICE DEPARTMENT Totals:							\$272,358.53	\$352,248.83	\$79,890.30	
FIRE DEPARTMENT										
A01-01B1-2122	2022	2022000003-002	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$4,325.93	\$8,400.00	\$4,074.07	
A01-01B1-2122	2022	2022000004-002	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$51.00	\$102.00	\$51.00	
A01-01B1-2122	2022	2022000024-002	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$228.93	\$450.00	\$221.07	
A01-01B1-2122	2022	2022000104-002	01/25/2022	HSA FUNDS	Open	02/10/2022	\$300.00	\$700.00	\$400.00	
A01-01B1-2124	2022	2022000119-002	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$19,349.62	\$22,000.00	\$2,650.38	
A01-01B1-2310	2022	2022000010-002	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$13,457.14	\$14,970.00	\$1,512.86	
A01-01B1-2310	2022	2022000012-002	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$10,146.94	\$12,000.00	\$1,853.06	
A01-01B1-2310	2022	2022000027-004	01/05/2022	775 E UPR-LEWISBURG	Open	03/07/2022	\$7,139.13	\$12,000.00	\$4,860.87	
A01-01B1-2320	2022	2022000031-002	01/06/2022	DATA SERVICE	Open	03/10/2022	\$3,337.36	\$4,300.00	\$962.64	
A01-01B1-2323	2022	2022000011-002	01/05/2022	DISPATCHING SERVICE	Open	03/10/2022	\$35,176.72	\$45,000.00	\$9,823.28	
A01-01B1-2325	2022	2022000280-002	03/25/2022	RADIO USER FEES	Open	03/25/2022	\$14,000.00	\$14,000.00	\$0.00	
A01-01B1-2330	2022	2022000015-002	01/05/2022	COPIER LEASE	Open	03/10/2022	\$2,864.70	\$3,750.00	\$885.30	
A01-01B1-2340	2022	2022000005-002	01/05/2022	ENTERPRISE SECURITY	Open	03/10/2022	\$3,614.20	\$4,800.00	\$1,185.80	
A01-01B1-2340	2022	2022000006-002	01/05/2022	OFFICE 365	Open	03/10/2022	\$2,181.18	\$2,900.00	\$718.82	
A01-01B1-2340	2022	2022000022-001	01/05/2022	24/7 MONITORING	Open	03/10/2022	\$361.30	\$475.00	\$113.70	
A01-01B1-2347	2022	2022000008-001	01/05/2022	EMS BILLING SERVICES	Open	03/10/2022	\$23,261.42	\$29,000.00	\$5,738.58	
A01-01B1-2350	2022	2022000080-001	01/19/2022	HOSE COVERS	Open	02/24/2022	\$271.60	\$1,000.00	\$728.40	
A01-01B1-2350	2022	2022000194-001	03/02/2022	HOSE COVERS	Open	03/02/2022	\$1,650.00	\$1,650.00	\$0.00	
A01-01B1-2350	2022	2022000266-001	03/23/2022	SUSPENSION REPAIR #3	Open	03/23/2022	\$6,200.00	\$6,200.00	\$0.00	
A01-01B1-2351	2022	2022000032-002	01/06/2022	IT SERVICES	Open	03/10/2022	\$5,940.00	\$7,920.00	\$1,980.00	
A01-01B1-2352	2022	2022000287-011	03/29/2022	FIRE STATION 76	Open	03/29/2022	\$7,813.00	\$7,813.00	\$0.00	
A01-01B1-2390	2022	2022000013-002	01/05/2022	CAR WASHES	Open	03/10/2022	\$315.00	\$420.00	\$105.00	
A01-01B1-2391	2022	2022000262-002	03/22/2022	FIREFIGHTER II CLASS	Open	03/22/2022	\$1,170.00	\$1,170.00	\$0.00	
A01-01B1-2420	2022	2022000114-001	02/02/2022	VENTILATION FANS	Open	02/02/2022	\$13,875.00	\$13,875.00	\$0.00	
A01-01B1-2420	2022	2022000267-002	03/23/2022	DATTO BACKUP SERVER	Open	03/23/2022	\$2,096.00	\$2,096.00	\$0.00	
A01-01B1-2421	2022	2022000023-002	01/05/2022	FUEL	Open	03/22/2022	\$15,678.44	\$22,000.00	\$6,321.56	
FIRE DEPARTMENT Totals:							\$194,804.61	\$238,991.00	\$44,186.39	
GOVN. & ADMIN. DEPT										
A01-07A2-2122	2022	2022000003-003	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$4,509.25	\$12,000.00	\$7,490.75	
A01-07A2-2122	2022	2022000004-003	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$199.65	\$396.00	\$196.35	
A01-07A2-2122	2022	2022000024-003	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$706.41	\$1,200.00	\$493.59	
A01-07A2-2122	2022	2022000104-003	01/25/2022	HSA FUNDS	Open	02/10/2022	\$817.50	\$2,175.63	\$1,358.13	

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A01-07A2-2124	2022	2022000119-003	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$8,848.57	\$10,000.00	\$1,151.43	
A01-07A2-2310	2022	2022000010-003	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$4,630.92	\$6,000.00	\$1,369.08	
A01-07A2-2310	2022	2022000012-003	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$5,051.57	\$6,750.00	\$1,698.43	
A01-07A2-2310	2022	2022000027-002	01/05/2022	301 SYCAMORE	Open	03/07/2022	\$564.79	\$900.00	\$335.21	
A01-07A2-2310	2022	2022000027-003	01/05/2022	245 SYCAMORE	Open	03/07/2022	\$811.07	\$1,350.00	\$538.93	
A01-07A2-2310	2022	2022000027-006	01/05/2022	401 ALBERT	Open	03/07/2022	\$896.64	\$1,200.00	\$303.36	
A01-07A2-2320	2022	2022000031-003	01/06/2022	CELL/IPAD SERVICE	Open	03/10/2022	\$1,344.96	\$1,800.00	\$455.04	
A01-07A2-2330	2022	2022000015-003	01/05/2022	COPIER LEASE	Open	03/10/2022	\$4,207.06	\$5,500.00	\$1,292.94	
A01-07A2-2330	2022	2022000020-001	01/05/2022	POSTAGE MACHINE LEA	Open	03/10/2022	\$1,123.28	\$1,400.00	\$276.72	
A01-07A2-2340	2020	2020000173-001	03/03/2020	2019 ASSET REPORTING	Open	03/03/2020	\$1,900.00	\$1,900.00	\$0.00	
A01-07A2-2340	2022	2022000005-003	01/05/2022	ENTERPRISE SECURITY	Open	03/10/2022	\$1,368.80	\$1,800.00	\$431.20	
A01-07A2-2340	2022	2022000006-003	01/05/2022	OFFICE 365	Open	03/10/2022	\$1,125.62	\$1,500.00	\$374.38	
A01-07A2-2340	2022	2022000018-002	01/05/2022	JANITORIAL SERVICES	Open	03/10/2022	\$4,800.00	\$5,760.00	\$960.00	
A01-07A2-2340	2022	2022000171-001	02/18/2022	2021 BASIC FINANCIAL S	Open	03/10/2022	\$4,800.00	\$7,200.00	\$2,400.00	
A01-07A2-2340	2022	2022000263-001	03/22/2022	2021 AUDIT SERVICES	Open	03/24/2022	\$4,200.00	\$8,400.00	\$4,200.00	
A01-07A2-2340	2022	2022000264-001	03/22/2022	ANNUAL WEBSITE FEE	Open	03/22/2022	\$5,093.55	\$5,093.55	\$0.00	
A01-07A2-2341	2022	2022000030-001	01/06/2022	LAW DIRECTOR SERVIC	Open	03/10/2022	\$53,854.75	\$70,000.00	\$16,145.25	
A01-07A2-2342	2022	2022000026-001	01/05/2022	INCOME TAX ADMINISTR	Open	03/10/2022	\$101,128.73	\$138,000.00	\$36,871.27	
A01-07A2-2344	2022	2022000010-009	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$1,569.71	\$1,900.00	\$330.29	
A01-07A2-2344	2022	2022000012-009	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$431.49	\$600.00	\$168.51	
A01-07A2-2344	2022	2022000017-001	01/05/2022	STREET LIGHTING	Open	03/10/2022	\$55,075.21	\$74,500.00	\$19,424.79	
A01-07A2-2346	2022	2022000116-001	02/07/2022	UPDATE OF CONSTRUC	Open	02/07/2022	\$2,400.00	\$2,400.00	\$0.00	
A01-07A2-2351	2022	2022000032-003	01/06/2022	IT SERVICES	Open	03/10/2022	\$5,940.00	\$7,920.00	\$1,980.00	
A01-07A2-2352	2022	2022000002-003	01/05/2022	ARLINGTON/UPPER LEW	Open	01/05/2022	\$1,195.00	\$1,195.00	\$0.00	
A01-07A2-2352	2022	2022000287-001	03/29/2022	CITY BUILDING-301 SYC	Open	03/29/2022	\$409.50	\$409.50	\$0.00	
A01-07A2-2352	2022	2022000287-008	03/29/2022	GATEWAY PARK	Open	03/29/2022	\$2,697.50	\$2,697.50	\$0.00	
A01-07A2-2394	2022	2022000121-001	02/10/2022	LAND PRICE INCENTIVE-	Open	02/10/2022	\$20,000.00	\$20,000.00	\$0.00	
A01-07A2-2394	2022	2022000122-001	02/10/2022	PROJECT NORA INCENTI	Open	03/14/2022	\$125,000.00	\$125,000.00	\$0.00	
A01-07A2-2395	2022	2022000007-001	01/05/2022	INCOME TAX REVENUE	Open	01/05/2022	\$20,000.00	\$20,000.00	\$0.00	
A01-07A2-2420	2021	2021000886-001	12/01/2021	GIS LICENSE - ROD	Open	12/01/2021	\$684.00	\$684.00	\$0.00	
A01-07A2-2420	2022	2022000267-003	03/23/2022	DATTO BACKUP SERVER	Open	03/23/2022	\$1,048.00	\$1,048.00	\$0.00	
A01-07A2-2421	2022	2022000023-003	01/05/2022	FUEL	Open	03/22/2022	\$1,139.27	\$1,300.00	\$160.73	
GOVN. & ADMIN. DEPT Totals:							\$449,572.80	\$549,979.18	\$100,406.38	
Fund: A01 Total							\$916,735.94	\$1,141,219.01	\$224,483.07	

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Fund: B01		STREET M. & R.								
GARAGE										
B01-06B2-2122	2022	2022000003-004	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$4,325.93	\$8,400.00	\$4,074.07	
B01-06B2-2122	2022	2022000004-004	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$51.00	\$102.00	\$51.00	
B01-06B2-2122	2022	2022000024-004	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$228.93	\$450.00	\$221.07	
B01-06B2-2122	2022	2022000104-004	01/25/2022	HSA FUNDS	Open	02/10/2022	\$300.00	\$700.00	\$400.00	
B01-06B2-2124	2022	2022000119-004	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$1,758.00	\$2,000.00	\$242.00	
B01-06B2-2310	2022	2022000010-004	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$1,403.59	\$2,040.00	\$636.41	
B01-06B2-2310	2022	2022000012-004	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$1,127.61	\$2,000.00	\$872.39	
B01-06B2-2421	2022	2022000246-001	03/14/2022	TIRES #155 / #82	Open	03/14/2022	\$2,190.74	\$2,190.74	\$0.00	
GARAGE Totals:							\$11,385.80	\$17,882.74	\$6,496.94	
STREET DEPARTMENT										
B01-06B3-2122	2022	2022000003-005	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$20,256.53	\$32,000.00	\$11,743.47	
B01-06B3-2122	2022	2022000004-005	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$291.24	\$500.00	\$208.76	
B01-06B3-2122	2022	2022000024-005	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$872.01	\$1,500.00	\$627.99	
B01-06B3-2122	2022	2022000104-005	01/25/2022	HSA FUNDS	Open	02/10/2022	\$1,113.00	\$2,597.00	\$1,484.00	
B01-06B3-2124	2022	2022000119-005	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$5,837.04	\$7,000.00	\$1,162.96	
B01-06B3-2310	2022	2022000010-005	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$2,210.02	\$2,700.00	\$489.98	
B01-06B3-2310	2022	2022000012-005	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$1,169.62	\$1,250.00	\$80.38	
B01-06B3-2320	2022	2022000031-004	01/06/2022	IPAD SERVICE	Open	03/10/2022	\$214.82	\$275.00	\$60.18	
B01-06B3-2340	2022	2022000005-004	01/05/2022	ENTERPRISE SECURITY	Open	03/10/2022	\$166.10	\$220.00	\$53.90	
B01-06B3-2340	2022	2022000006-004	01/05/2022	OFFICE 365	Open	03/10/2022	\$301.19	\$400.00	\$98.81	
B01-06B3-2346	2021	2021000126-001	02/09/2021	HAY AVE RECONSTRUC	Open	03/11/2022	\$2,665.62	\$32,981.40	\$30,315.78	
B01-06B3-2346	2022	2022000116-002	02/07/2022	UPDATE OF CONSTRUC	Open	02/07/2022	\$2,400.00	\$2,400.00	\$0.00	
B01-06B3-2350	2022	2022000089-001	01/21/2022	REPAIR OF SERVICE TR	Open	01/21/2022	\$500.00	\$500.00	\$0.00	
B01-06B3-2351	2022	2022000032-004	01/06/2022	IT SERVICES	Open	03/10/2022	\$1,485.00	\$1,980.00	\$495.00	
B01-06B3-2352	2022	2022000002-002	01/05/2022	CARR/SAKURA RETENTI	Open	01/05/2022	\$795.00	\$795.00	\$0.00	
B01-06B3-2352	2022	2022000287-010	03/29/2022	MARKET ST RETENTION	Open	03/29/2022	\$1,889.50	\$1,889.50	\$0.00	
B01-06B3-2421	2022	2022000023-004	01/05/2022	FUEL	Open	03/22/2022	\$12,120.82	\$17,000.00	\$4,879.18	
B01-06B3-2422	2022	2022000251-001	03/15/2022	144 TON OF SALT	Open	03/15/2022	\$8,500.00	\$8,500.00	\$0.00	
B01-06B3-2550	2022	2022000120-001	02/09/2022	HAY AVE ROADWAY IMP	Open	03/24/2022	\$31,655.07	\$31,655.07	\$0.00	
B01-06B3-2561	2022	2022000120-002	02/09/2022	HAY AVE ROADWAY IMP	Open	03/24/2022	\$0.00	\$378,914.93	\$160,495.84	
B01-06B3-2610	2022	2022000029-001	01/06/2022	MARKET STREET EXTEN	Open	01/06/2022	\$70,206.46	\$70,206.46	\$0.00	

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Account	Year	P.O. Number	PO Date	Description	Status	Enc. Date	Enc. Balance	P.O. Line Amt	Paid Amount	Error
B01-06B3-2620	2022	2022000029-002	01/06/2022	MARKET STREET EXTEN	Open	01/06/2022	\$43,443.90	\$43,443.90	\$0.00	
STREET DEPARTMENT Totals:							\$208,092.94	\$638,708.26	\$212,196.23	
Fund: B01 Total							\$219,478.74	\$656,591.00	\$218,693.17	

Fund: B04

PARK & RECREATION

PARK DEPARTMENT

B04-03B4-2122	2022	2022000003-006	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$4,236.90	\$6,615.00	\$2,378.10	
B04-03B4-2122	2022	2022000004-006	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$73.93	\$120.00	\$46.07	
B04-03B4-2122	2022	2022000024-006	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$363.56	\$500.00	\$136.44	
B04-03B4-2122	2022	2022000104-006	01/25/2022	HSA FUNDS	Open	02/10/2022	\$234.00	\$546.00	\$312.00	
B04-03B4-2124	2022	2022000119-006	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$1,721.18	\$2,000.00	\$278.82	
B04-03B4-2310	2022	2022000010-006	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$3,064.12	\$4,070.00	\$1,005.88	
B04-03B4-2310	2022	2022000012-006	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$2,244.30	\$3,000.00	\$755.70	
B04-03B4-2310	2022	2022000027-007	01/05/2022	545 E UPR-LEWISBURG	Open	03/07/2022	\$866.22	\$1,600.00	\$733.78	
B04-03B4-2320	2022	2022000031-005	01/06/2022	IPAD SERVICE	Open	03/10/2022	\$214.82	\$275.00	\$60.18	
B04-03B4-2340	2022	2022000005-005	01/05/2022	ENTERPRISE SECURITY	Open	03/10/2022	\$166.10	\$220.00	\$53.90	
B04-03B4-2340	2022	2022000006-005	01/05/2022	OFFICE 365	Open	03/10/2022	\$301.21	\$400.00	\$98.79	
B04-03B4-2340	2022	2022000046-001	01/10/2022	PARK CARETAKER	Open	03/10/2022	\$1,620.00	\$2,160.00	\$540.00	
B04-03B4-2340	2022	2022000257-001	03/21/2022	TREE REMOVAL-WARD P	Open	03/21/2022	\$600.00	\$600.00	\$0.00	
B04-03B4-2351	2022	2022000032-005	01/06/2022	IT SERVICES	Open	03/10/2022	\$1,485.00	\$1,980.00	\$495.00	
B04-03B4-2352	2021	2021000781-001	10/21/2021	CLEAN/FILL CRACKS & A	Open	10/21/2021	\$8,096.00	\$8,096.00	\$0.00	
B04-03B4-2352	2022	2022000002-001	01/05/2022	GOLDEN GATE PARK PO	Open	01/05/2022	\$1,095.00	\$1,095.00	\$0.00	
B04-03B4-2352	2022	2022000287-006	03/29/2022	GOLDEN GATE PARK	Open	03/29/2022	\$259.50	\$259.50	\$0.00	
B04-03B4-2421	2022	2022000023-005	01/05/2022	FUEL	Open	03/22/2022	\$771.29	\$1,000.00	\$228.71	
B04-03B4-2530	2022	2022000162-001	02/10/2022	EXPAND BBALL COURT I	Open	02/10/2022	\$9,599.00	\$9,599.00	\$0.00	
PARK DEPARTMENT Totals:							\$37,012.13	\$44,135.50	\$7,123.37	
BALL DIAMONDS										
B04-03B5-2310	2022	2022000010-010	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$523.11	\$600.00	\$76.89	
B04-03B5-2310	2022	2022000012-010	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$425.43	\$450.00	\$24.57	
B04-03B5-2340	2022	2022000009-001	01/05/2022	2021 BALL DIAMOND MA	Open	01/05/2022	\$3,400.00	\$3,400.00	\$0.00	
B04-03B5-2392	2022	2022000259-001	03/21/2022	STRIPING PAINT, SOFTB	Open	03/21/2022	\$3,029.00	\$3,029.00	\$0.00	
BALL DIAMONDS Totals:							\$7,377.54	\$7,479.00	\$101.46	
Fund: B04 Total							\$44,389.67	\$51,614.50	\$7,224.83	

Fund: B09

LAND REUTILIZATION

Encumbrance Report by Account

As Of: 4/30/2022

Account	Year	P.O. Number	PO Date	Description	Status	Enc. Date	Enc. Balance	P.O. Line Amt	Paid Amount	Error
LAND REUTILIZATION										
LAND REUTILIZATION Totals:							\$0.00	\$0.00	\$0.00	
Fund: B09 Total							\$0.00	\$0.00	\$0.00	
Fund: B11 LOCAL CORONAVIRUS RELIEF FUND										
DEPARTMENT: 06A2										
DEPARTMENT: 06A2 Totals:							\$0.00	\$0.00	\$0.00	
Fund: B11 Total							\$0.00	\$0.00	\$0.00	
Fund: B13 LAW ENFORCEMENT										
LAW ENFORCEMENT										
B13-07F3-2390	2022	2022000167-001	02/16/2022	BODY WORN CAMERAS	Open	02/16/2022	\$14,856.00	\$14,856.00	\$0.00	
B13-07F3-2390	2022	2022000193-001	03/01/2022	GETAC IN CAR CAMERA	Open	03/01/2022	\$4,588.30	\$4,588.30	\$0.00	
LAW ENFORCEMENT Totals:							\$19,444.30	\$19,444.30	\$0.00	
MISC-DON-RENT-INTEREST										
OBJECT: 1850										
OBJECT: 1850 Totals:							\$0.00	\$0.00	\$0.00	
MISC-DON-RENT-INTEREST Totals:							\$0.00	\$0.00	\$0.00	
Fund: B13 Total							\$19,444.30	\$19,444.30	\$0.00	
Fund: B16 FEMA										
FEMA MITIGATION #4360										
FEMA MITIGATION #4360 Totals:							\$0.00	\$0.00	\$0.00	
Fund: B16 Total							\$0.00	\$0.00	\$0.00	
Fund: C01 BOND RETIREMENT										
DEBT SERVICE										
C01-08A1-2610	2022	2022000033-001	01/06/2022	SERIES 2016 FIRE STATI	Open	01/06/2022	\$145,000.00	\$145,000.00	\$0.00	
C01-08A1-2620	2022	2022000033-002	01/06/2022	SERIES 2016 FIRE STATI	Open	01/06/2022	\$227,600.00	\$227,600.00	\$0.00	
DEBT SERVICE Totals:							\$372,600.00	\$372,600.00	\$0.00	
Fund: C01 Total							\$372,600.00	\$372,600.00	\$0.00	
Fund: C03 NOTE RETIRE-NORTHBROOK										
DEBT SERVICE										

Encumbrance Report by Account

As Of: 4/30/2022

Account	Year	P.O. Number	PO Date	Description	Status	Enc. Date	Enc. Balance	P.O. Line Amt	Paid Amount	Error
C03-08A1-2610	2022	2022000034-001	01/06/2022	NORTHBROOK NOTE	Open	01/06/2022	\$77,000.00	\$77,000.00	\$0.00	
C03-08A1-2620	2022	2022000034-002	01/06/2022	NORTHBROOK NOTE	Open	02/11/2022	\$13,793.99	\$14,240.00	\$446.01	
DEBT SERVICE Totals:							\$90,793.99	\$91,240.00	\$446.01	
Fund: C03 Total							\$90,793.99	\$91,240.00	\$446.01	

Fund: D03 CAPITAL IMPROVEMENT

CAPITAL IMPROVEMENT

D03-07A4-2550	2022	2022000258-001	03/21/2022	COLLECTIVE WAY ASPH	Open	03/21/2022	\$28,378.00	\$28,378.00	\$0.00	
CAPITAL IMPROVEMENT Totals:							\$28,378.00	\$28,378.00	\$0.00	
GRANT FUNDS										
GRANT FUNDS Totals:							\$0.00	\$0.00	\$0.00	
Fund: D03 Total							\$28,378.00	\$28,378.00	\$0.00	

Fund: D04 FIRE CAPITAL IMPROVEMENT

FIRE CAPITAL IMPROVMENT

D04-07A5-2331	2022	2022000025-001	01/05/2022	LEASE PAYMENTS	Open	03/10/2022	\$38,788.14	\$51,717.52	\$12,929.38	
D04-07A5-2520	2022	2022000039-001	01/07/2022	BODY WORK ON LADDE	Open	02/24/2022	\$1,000.00	\$16,000.00	\$15,000.00	
FIRE CAPITAL IMPROVMENT Totals:							\$39,788.14	\$67,717.52	\$27,929.38	
Fund: D04 Total							\$39,788.14	\$67,717.52	\$27,929.38	

Fund: E01 WATER

WATER DEPARTMENT

E01-05C2-2122	2022	2022000003-007	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$9,548.97	\$15,000.00	\$5,451.03	
E01-05C2-2122	2022	2022000004-007	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$128.89	\$228.00	\$99.11	
E01-05C2-2122	2022	2022000024-007	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$402.10	\$700.00	\$297.90	
E01-05C2-2122	2022	2022000104-007	01/25/2022	HSA FUNDS	Open	02/10/2022	\$522.00	\$1,218.00	\$696.00	
E01-05C2-2124	2022	2022000119-007	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$3,457.89	\$4,000.00	\$542.11	
E01-05C2-2310	2022	2022000010-007	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$1,094.78	\$1,500.00	\$405.22	
E01-05C2-2310	2022	2022000012-007	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$437.13	\$1,100.00	\$662.87	
E01-05C2-2320	2022	2022000031-006	01/06/2022	IPAD SERVICE	Open	03/10/2022	\$214.85	\$275.00	\$60.15	
E01-05C2-2340	2022	2022000005-006	01/05/2022	ENTERPRISE SECURITY	Open	03/10/2022	\$166.10	\$220.00	\$53.90	
E01-05C2-2340	2022	2022000006-006	01/05/2022	OFFICE 365	Open	03/10/2022	\$301.21	\$400.00	\$98.79	
E01-05C2-2340	2022	2022000014-001	01/05/2022	LAB FEES	Open	03/10/2022	\$1,307.35	\$1,500.00	\$192.65	
E01-05C2-2340	2022	2022000019-001	01/05/2022	LAB FEES	Open	03/07/2022	\$1,202.24	\$1,500.00	\$297.76	
E01-05C2-2340	2022	2022000032-006	01/06/2022	IT SERVICES	Open	03/10/2022	\$1,485.00	\$1,980.00	\$495.00	

Encumbrance Report by Account

As Of: 4/30/2022

Account	Year	P.O. Number	PO Date	Description	Status	Enc. Date	Enc. Balance	P.O. Line Amt	Paid Amount	Error
E01-05C2-2346	2021	2021000126-002	02/09/2021	HAY AVE RECONSTRUC	Open	03/11/2022	\$724.87	\$9,729.07	\$9,004.20	
E01-05C2-2346	2022	2022000116-003	02/07/2022	UPDATE OF CONSTRUC	Open	02/07/2022	\$2,400.00	\$2,400.00	\$0.00	
E01-05C2-2351	2021	2021000850-001	11/11/2021	5 1/4" HYDRANT	Open	11/11/2021	\$2,933.00	\$2,933.00	\$0.00	
E01-05C2-2351	2021	2021000922-001	12/17/2021	HYDRANT	Open	12/17/2021	\$2,932.50	\$2,932.50	\$0.00	
E01-05C2-2351	2022	2022000199-001	03/10/2022	WATER LINE EXTENSION	Open	03/24/2022	\$1,353.81	\$4,438.02	\$3,084.21	
E01-05C2-2392	2022	2022000254-001	03/16/2022	1ST QUARTER WATER BI	Open	03/16/2022	\$162,780.79	\$162,780.79	\$0.00	
E01-05C2-2420	2022	2022000164-001	02/14/2022	WATER MATERIALS FOR	Open	03/11/2022	\$9.37	\$1,878.48	\$1,869.11	
E01-05C2-2421	2022	2022000023-006	01/05/2022	FUEL	Open	03/22/2022	\$2,780.20	\$4,000.00	\$1,219.80	
E01-05C2-2560	2021	2021000682-002	09/28/2021	WALNUT STREET WATE	Open	02/11/2022	\$19,067.00	\$99,994.00	\$80,927.00	
E01-05C2-2560	2021	2021000682-003	09/28/2021	WALNUT STREET WATE	Open	11/17/2021	\$6,288.00	\$6,288.00	\$0.00	
E01-05C2-2560	2022	2022000120-003	02/09/2022	HAY AVE ROADWAY IMP	Open	03/24/2022	\$11,925.42	\$11,925.42	\$0.00	
E01-05C2-2561	2022	2022000120-004	02/09/2022	HAY AVE ROADWAY IMP	Open	03/24/2022	\$142,748.58	\$142,748.58	\$0.00	
E01-05C2-2610	2022	2022000028-001	01/06/2022	OPWC LOAN-CD27T	Open	01/06/2022	\$9,729.10	\$9,729.10	\$0.00	
E01-05C2-2610	2022	2022000028-003	01/06/2022	OPWC LOAN-CD04V	Open	01/06/2022	\$5,552.78	\$5,552.78	\$0.00	
E01-05C2-2610	2022	2022000029-003	01/06/2022	MARKET STREET EXTEN	Open	01/06/2022	\$12,775.17	\$12,775.17	\$0.00	
E01-05C2-2620	2022	2022000029-004	01/06/2022	MARKET STREET EXTEN	Open	01/06/2022	\$7,905.30	\$7,905.30	\$0.00	
WATER DEPARTMENT Totals:							\$412,174.40	\$517,631.21	\$105,456.81	
Fund: E01 Total							\$412,174.40	\$517,631.21	\$105,456.81	

Fund: E02

SANITARY SEWER

SANITARY SEWER DEPT

E02-05C3-2122	2022	2022000003-008	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$11,524.66	\$18,000.00	\$6,475.34	
E02-05C3-2122	2022	2022000004-008	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$158.21	\$275.00	\$116.79	
E02-05C3-2122	2022	2022000024-008	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$448.29	\$800.00	\$351.71	
E02-05C3-2122	2022	2022000104-008	01/25/2022	HSA FUNDS	Open	02/10/2022	\$618.00	\$1,442.00	\$824.00	
E02-05C3-2124	2022	2022000119-008	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$4,359.32	\$5,000.00	\$640.68	
E02-05C3-2310	2022	2022000010-008	01/05/2022	ELECTRIC DISTRIBUTIO	Open	03/22/2022	\$16,203.28	\$21,910.00	\$5,706.72	
E02-05C3-2310	2022	2022000012-008	01/05/2022	ELECTRIC GENERATION	Open	03/10/2022	\$30,469.01	\$40,000.00	\$9,530.99	
E02-05C3-2310	2022	2022000027-008	01/05/2022	610 S WOLF CREEK	Open	03/07/2022	\$4,313.33	\$4,500.00	\$186.67	
E02-05C3-2320	2022	2022000031-007	01/06/2022	IPAD SERVICE	Open	03/10/2022	\$214.85	\$275.00	\$60.15	
E02-05C3-2340	2022	2022000005-007	01/05/2022	ENTERPRISE SECURITY	Open	03/10/2022	\$166.10	\$220.00	\$53.90	
E02-05C3-2340	2022	2022000006-007	01/05/2022	OFFICE 365	Open	03/10/2022	\$301.21	\$400.00	\$98.79	
E02-05C3-2340	2022	2022000019-002	01/05/2022	LAB FEES	Open	03/07/2022	\$15,146.76	\$18,000.00	\$2,853.24	
E02-05C3-2340	2022	2022000032-007	01/06/2022	IT SERVICES	Open	03/10/2022	\$1,485.00	\$1,980.00	\$495.00	
E02-05C3-2340	2022	2022000248-001	03/15/2022	ANNUAL SEWAGE SLUD	Open	03/15/2022	\$1,001.65	\$1,001.65	\$0.00	
E02-05C3-2340	2022	2022000283-001	03/29/2022	ANNUAL ROOT CONTRO	Open	03/29/2022	\$3,422.80	\$3,422.80	\$0.00	

Encumbrance Report by Account

As Of: 4/30/2022

Account	Year	P.O. Number	PO Date	Description	Status	Enc. Date	Enc. Balance	P.O. Line Amt	Paid Amount	Error
E02-05C3-2346	2021	2021000684-001	09/28/2021	ENGINEERING - SLUDGE	Open	03/10/2022	\$3,530.00	\$35,300.00	\$31,770.00	
E02-05C3-2346	2022	2022000116-004	02/07/2022	UPDATE OF CONSTRUC	Open	02/07/2022	\$2,400.00	\$2,400.00	\$0.00	
E02-05C3-2351	2022	2022000289-001	03/31/2022	FAIRBANKS MORSE RAS	Open	03/31/2022	\$7,280.43	\$7,280.43	\$0.00	
E02-05C3-2421	2022	2022000023-007	01/05/2022	FUEL	Open	03/22/2022	\$2,780.20	\$4,000.00	\$1,219.80	
E02-05C3-2520	2022	2022000247-001	03/14/2022	FLYGT GRINDER 3HP PU	Open	03/14/2022	\$10,500.00	\$10,500.00	\$0.00	
E02-05C3-2530	2022	2022000279-001	03/24/2022	SLUDGE PRESS BUILDIN	Open	03/24/2022	\$491,400.00	\$491,400.00	\$0.00	
E02-05C3-2560	2022	2022000120-005	02/09/2022	HAY AVE ROADWAY IMP	Open	02/09/2022	\$750.00	\$750.00	\$0.00	
E02-05C3-2610	2022	2022000028-002	01/06/2022	OPWC LOAN-CD25Q	Open	01/06/2022	\$96,305.94	\$96,305.94	\$0.00	
E02-05C3-2610	2022	2022000028-004	01/06/2022	OPWC LOAN-CD04U	Open	01/06/2022	\$7,500.00	\$7,500.00	\$0.00	
E02-05C3-2610	2022	2022000029-005	01/06/2022	MARKET STREET EXTEN	Open	01/06/2022	\$7,748.54	\$7,748.54	\$0.00	
E02-05C3-2620	2022	2022000029-006	01/06/2022	MARKET STREET EXTEN	Open	01/06/2022	\$4,794.81	\$4,794.81	\$0.00	
SANITARY SEWER DEPT Totals:							\$724,822.39	\$785,206.17	\$60,383.78	
Fund: E02 Total							\$724,822.39	\$785,206.17	\$60,383.78	

Fund: E08

STORMWATER

DEPARTMENT: 05C5

E08-05C5-2122	2022	2022000003-009	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$1,023.37	\$1,600.00	\$576.63	
E08-05C5-2122	2022	2022000004-009	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$14.63	\$25.00	\$10.37	
E08-05C5-2122	2022	2022000024-009	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$44.49	\$75.00	\$30.51	
E08-05C5-2122	2022	2022000104-009	01/25/2022	HSA FUNDS	Open	02/10/2022	\$55.50	\$129.50	\$74.00	
E08-05C5-2124	2022	2022000119-009	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$933.32	\$1,000.00	\$66.68	
E08-05C5-2340	2022	2022000261-001	03/22/2022	MS4 COMPLIANCE CONT	Open	03/22/2022	\$9,000.00	\$9,000.00	\$0.00	
E08-05C5-2346	2021	2021000126-003	02/09/2021	HAY AVE RECONSTRUC	Open	03/11/2022	\$1,034.51	\$12,039.53	\$11,005.02	
E08-05C5-2346	2022	2022000116-005	02/07/2022	UPDATE OF CONSTRUC	Open	02/07/2022	\$2,400.00	\$2,400.00	\$0.00	
E08-05C5-2351	2021	2021000922-002	12/17/2021	CATCH BASIN	Open	12/17/2021	\$1,408.86	\$1,408.86	\$0.00	
E08-05C5-2421	2022	2022000023-008	01/05/2022	FUEL	Open	03/22/2022	\$423.76	\$500.00	\$76.24	
E08-05C5-2560	2022	2022000120-006	02/09/2022	HAY AVE ROADWAY IMP	Open	03/24/2022	\$13,775.51	\$13,775.51	\$0.00	
E08-05C5-2561	2022	2022000120-007	02/09/2022	HAY AVE ROADWAY IMP	Open	03/24/2022	\$164,894.49	\$164,894.49	\$0.00	
DEPARTMENT: 05C5 Totals:							\$195,008.44	\$206,847.89	\$11,839.45	
Fund: E08 Total							\$195,008.44	\$206,847.89	\$11,839.45	

Fund: E10

REFUSE

REFUSE DEPARTMENT

Encumbrance Report by Account

As Of: 4/30/2022

Account	Year	P.O. Number	PO Date	Description	Status	Enc. Date	Enc. Balance	P.O. Line Amt	Paid Amount	Error
E10-05F2-2122	2022	2022000003-010	01/05/2022	HEALTH INSURANCE	Open	03/24/2022	\$1,258.37	\$2,100.00	\$841.63	
E10-05F2-2122	2022	2022000004-010	01/05/2022	LIFE/AD&D INSURANCE	Open	03/24/2022	\$25.45	\$45.00	\$19.55	
E10-05F2-2122	2022	2022000024-010	01/05/2022	2021/2022 DENTAL POLIC	Open	03/24/2022	\$94.26	\$150.00	\$55.74	
E10-05F2-2122	2022	2022000104-010	01/25/2022	HSA FUNDS	Open	02/10/2022	\$90.00	\$210.00	\$120.00	
E10-05F2-2124	2022	2022000119-010	02/07/2022	2021 TRUE-UP/2022 WOR	Open	03/22/2022	\$1,908.96	\$2,000.00	\$91.04	
E10-05F2-2343	2022	2022000001-001	01/04/2022	REFUSE/RECYCLING SE	Open	03/10/2022	\$301,367.09	\$400,000.00	\$98,632.91	
E10-05F2-2392	2022	2022000016-001	01/05/2022	TIPPING FEES	Open	02/10/2022	\$1,831.26	\$2,200.00	\$368.74	
E10-05F2-2421	2022	2022000023-009	01/05/2022	FUEL	Open	03/22/2022	\$1,306.33	\$2,000.00	\$693.67	
REFUSE DEPARTMENT Totals:							\$307,881.72	\$408,705.00	\$100,823.28	
Fund: E10 Total							\$307,881.72	\$408,705.00	\$100,823.28	
Grand Total:							\$3,371,495.73	\$4,347,194.60	\$757,279.78	

City of Brookville

Check Report by Check Number

Bank: LCNB - LCNB - LCNB NATIONAL BANK

Payment Method: Checks, ACH, EFT

Vendors: A99000 to ZZ0600

Checks: All

Check Dates: 3/1/2022 to 3/31/2022

As Of Check Cashed Date: 1/1/1900 to 3/31/2022

Include Voids: No

Check Status: Cashed And Outstanding

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
Bank: LCNB - LCNB - LCNB NATIONAL BANK								
0000059748	03/02/2022	PAYROL	MUNICIPALITY OF BROOKVILLE	Check	Cashed	03/03/2022	\$0.00	\$102,245.24
0000059749	03/02/2022	P99000	OHIO POLICE & FIRE PENSION FUND	Check	Cashed	03/22/2022	\$0.00	\$1,690.44
0000059750	03/02/2022	P99000	OHIO POLICE & FIRE PENSION FUND	Check	Cashed	03/22/2022	\$0.00	\$5,776.71
0000059751	03/02/2022	P99001	OPERS	Check	Cashed	03/07/2022	\$0.00	\$13,800.80
0000059752	03/03/2022	P99000	OHIO POLICE & FIRE PENSION FUND	Check	Cashed	03/22/2022	\$0.00	\$5,599.00
0000059753	03/10/2022	BB0500	BLUEPRINT CYBERENGINEERING	Check	Cashed	03/11/2022	\$0.00	\$4,138.90
0000059754	03/10/2022	CC0294	CHANGE HEALTHCARE	Check	Cashed	03/17/2022	\$0.00	\$1,804.06
0000059755	03/10/2022	EE0556	CITY OF ENGLEWOOD	Check	Cashed	03/16/2022	\$0.00	\$8,649.98
0000059756	03/10/2022	VV0034	CITY OF VANDALIA	Check	Cashed	03/15/2022	\$0.00	\$12,253.87
0000059757	03/10/2022	DD0230	DEVELOPMENT PROJECTS INC	Check	Cashed	03/29/2022	\$0.00	\$5,500.00
0000059758	03/10/2022	II0060	IGS ENERGY	Check	Cashed	03/16/2022	\$0.00	\$5,086.71
0000059759	03/10/2022	JJ0014	JACKS AUTO WASH	Check	Cashed	03/15/2022	\$0.00	\$315.00
0000059760	03/10/2022	JJ0814	JULIAN & GRUBE, INC	Check	Cashed	03/15/2022	\$0.00	\$2,400.00
0000059761	03/10/2022	LL0300	LJB INC.	Check	Cashed	03/16/2022	\$0.00	\$5,704.20
0000059762	03/10/2022	MM0606	MIAMI VALLEY LIGHTING, LLC	Check	Cashed	03/15/2022	\$0.00	\$6,484.85
0000059763	03/10/2022	MM0385	MIAMI VALLEY REGIONAL CRIME LABOR	Check	Cashed	03/22/2022	\$0.00	\$8,500.00
0000059764	03/10/2022	MM0396	MIDWEST SECURITY SERVICES	Check	Cashed	03/21/2022	\$0.00	\$37.90
0000059765	03/10/2022	MM0420	MILLER, PAMELA	Check	Cashed	03/15/2022	\$0.00	\$180.00
0000059766	03/10/2022	MM0025	MOBILE ANALYTICAL SERVICES INC	Check	Cashed	03/17/2022	\$0.00	\$70.65
0000059767	03/10/2022	MM0826	MUSIC, SHELLY	Check	Cashed	03/11/2022	\$0.00	\$1,200.00
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0000059769	03/10/2022	SS0822	RODNEY L. STEPHAN	Check	Cashed	03/10/2022	\$0.00	\$4,948.00
0000059770	03/10/2022	RR0825	RUMPKE	Check	Cashed	03/18/2022	\$0.00	\$33,040.56
0000059771	03/10/2022	SS0077	SCHOOL OUTFITTERS	Check	Cashed	03/16/2022	\$0.00	\$4,004.58
0000059772	03/10/2022	TT0313	THE CENTER FOR LOCAL GOVERNMENT	Check	Cashed	03/22/2022	\$0.00	\$3,442.50
0000059773	03/10/2022	SS0076	THOMAS SCHIFF	Check	Cashed	03/30/2022	\$0.00	\$1,000.00
0000059774	03/10/2022	UU0748	U.S. BANCORP GOVERNMENT LEASING	Check	Cashed	03/15/2022	\$0.00	\$12,929.38
0000059775	03/10/2022	MM0554	US BANK EQUIPMENT FINANCE	Check	Cashed	03/16/2022	\$0.00	\$1,157.06
0000059776	03/10/2022	VV0187	VERIZON WIRELESS	Check	Cashed	03/17/2022	\$0.00	\$834.14
0000059777	03/10/2022	YY0100	YIPES STRIPES OF DAYTON	Check	Cashed	03/15/2022	\$0.00	\$9,585.25
0000059778	03/11/2022	AA0125	A.E. DAVID & CO.	Check	Cashed	03/22/2022	\$0.00	\$157.90
0000059779	03/11/2022	AA0077	ACI PAYMENTS, INC	Check	Cashed	03/17/2022	\$0.00	\$834.77
0000059780	03/11/2022	AA0116	ADVANCE AUTO PARTS	Check	Cashed	03/21/2022	\$0.00	\$29.52
0000059781	03/11/2022	AA0545	AMAZON CAPITAL SERVICES	Check	Cashed	03/18/2022	\$0.00	\$1,446.31
0000059782	03/11/2022	BB0239	BEST ONE TIRE & SERVICE OF MID AME	Check	Cashed	03/16/2022	\$0.00	\$672.00

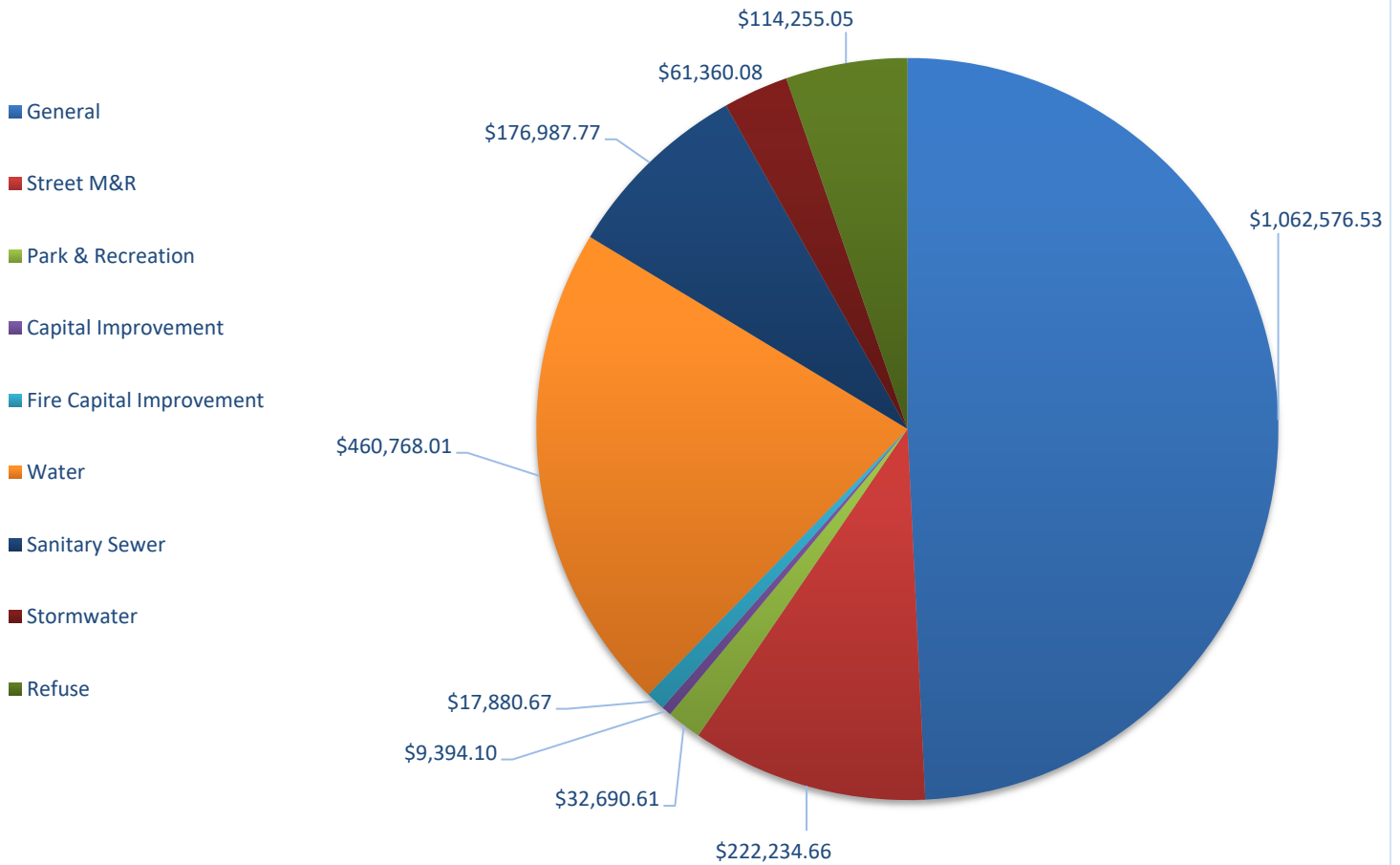
As Of Check Cashed Date: 1/1/1900 to 3/31/2022

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
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0000059784	03/11/2022	BB0603	BROOKVILLE AUTO PARTS	Check	Cashed	03/16/2022	\$0.00	\$865.21
0000059785	03/11/2022	BB0627	BROOKVILLE RENTAL & SALES	Check	Cashed	03/28/2022	\$0.00	\$143.95
0000059786	03/11/2022	BB0633	BROWN PEST CONTROL CORP	Check	Cashed	03/21/2022	\$0.00	\$232.00
0000059787	03/11/2022	CC0130	CDW GOVERNMENT	Check	Cashed	03/23/2022	\$0.00	\$1,481.14
0000059788	03/11/2022	CC0340	CHOICE ONE ENGINEERING	Check	Cashed	03/22/2022	\$0.00	\$12,672.17
0000059789	03/11/2022	CC0549	CONCENTRA HEALTH SERVICES, INC	Check	Cashed	03/22/2022	\$0.00	\$733.00
0000059790	03/11/2022	DD0140	COX OHIO PUBLISHING	Check	Cashed	03/17/2022	\$0.00	\$1,117.44
0000059791	03/11/2022	DD0078	DAUM & ASSOCIATES, JAMES M. DAUM	Check	Cashed	03/17/2022	\$0.00	\$400.00
0000059792	03/11/2022	DD0363	DISPLAY SALES	Check	Cashed	03/21/2022	\$0.00	\$1,091.00
0000059793	03/11/2022	DD0450	D-N-D UNIFORMS INC	Check	Cashed	03/21/2022	\$0.00	\$405.85
0000059794	03/11/2022	EE0380	E. J. PRESCOTT INC	Check	Cashed	03/17/2022	\$0.00	\$2,330.09
0000059795	03/11/2022	FF0195	FELD FIRE	Check	Cashed	03/22/2022	\$0.00	\$316.98
0000059796	03/11/2022	FF0210	FERRELLGAS	Check	Cashed	03/21/2022	\$0.00	\$815.90
0000059797	03/11/2022	GG0590	GOVERNMENT FORMS AND SUPPLIES	Check	Cashed	03/18/2022	\$0.00	\$140.16
0000059798	03/11/2022	GG0650	GRAINGER	Check	Cashed	03/16/2022	\$0.00	\$1,052.79
0000059799	03/11/2022	GG0740	GREEN VELVET SOD FARMS	Check	Cashed	03/16/2022	\$0.00	\$463.05
0000059800	03/11/2022	II0329	INDIANA OXYGEN	Check	Cashed	03/18/2022	\$0.00	\$153.81
0000059801	03/11/2022	DD0228	J.W. DEVERS & SON INC.	Check	Cashed	03/16/2022	\$0.00	\$1,045.00
0000059802	03/11/2022	JJ0016	JACKSON-HIRSH INC.	Check	Cashed	03/21/2022	\$0.00	\$143.84
0000059803	03/11/2022	KK0002	K E ROSE COMPANY	Check	Cashed	03/23/2022	\$0.00	\$48.00
0000059804	03/11/2022	KK0360	KIRBY BUILT	Check	Cashed	03/17/2022	\$0.00	\$252.25
0000059805	03/11/2022	LL0034	LAWSON PRODUCTS	Check	Cashed	03/22/2022	\$0.00	\$198.35
0000059806	03/11/2022	MM0090	MCMAKEN'S IGA	Check	Cashed	03/14/2022	\$0.00	\$54.01
0000059807	03/11/2022	MM0600	MONTGOMERY COUNTY SHERIFF'S OFFI	Check	Cashed	03/18/2022	\$0.00	\$105.00
0000059808	03/11/2022	HH0196	MR. CRAIG HEINTZ	Check	Cashed	03/16/2022	\$0.00	\$300.00
0000059809	03/11/2022	OO0319	OHIO CAT	Check	Cashed	03/21/2022	\$0.00	\$293.18
0000059810	03/11/2022	PP0577	POSTER COMPLIANCE CENTER	Check	Cashed	03/18/2022	\$0.00	\$550.38
0000059811	03/11/2022	RR0820	RUBBERECYCLE	Check	Cashed	03/21/2022	\$0.00	\$4,850.00
0000059812	03/11/2022	SS0110	SCOTTISSUE - A FLEXPAC COMPANY	Check	Cashed	03/16/2022	\$0.00	\$917.52
0000059813	03/11/2022	SS0650	SMARTBILL, LTD.	Check	Cashed	03/15/2022	\$0.00	\$1,287.06
0000059814	03/11/2022	SS0920	SWOP4G	Check	Cashed	03/24/2022	\$0.00	\$35.00
0000059815	03/11/2022	TT0320	THE HENRY P. THOMPSON COMPANY	Check	Cashed	03/24/2022	\$0.00	\$1,050.00
0000059816	03/11/2022	VV0184	THE VERDIN COMPANY	Check	Cashed	03/16/2022	\$0.00	\$630.00
0000059817	03/11/2022	TT0347	TIME WARNER CABLE	Check	Cashed	03/18/2022	\$0.00	\$139.96
0000059818	03/11/2022	TT0344	TIME WARNER CABLE	Check	Cashed	03/22/2022	\$0.00	\$950.37
0000059819	03/11/2022	VV0186	VERIZON CONNECT	Check	Cashed	03/18/2022	\$0.00	\$93.25
0000059820	03/11/2022	WW0050	WATCHGUARD VIDEO	Check	Cashed	03/21/2022	\$0.00	\$1,871.99
0000059821	03/11/2022	WW0400	WITMER PUBLIC SAFETY GROUP	Check	Cashed	03/18/2022	\$0.00	\$327.66
0000059822	03/16/2022	PAYROL	MUNICIPALITY OF BROOKVILLE	Check	Cashed	03/17/2022	\$0.00	\$106,063.70
0000059823	03/24/2022	AA0125	A.E. DAVID & CO.	Check	Outstanding		\$0.00	\$682.40
0000059824	03/24/2022	AA0641	ANTHEM	Check	Outstanding		\$0.00	\$27,997.98
0000059825	03/24/2022	AA0642	ANTHEM LIFE	Check	Cashed	03/29/2022	\$0.00	\$459.00
0000059826	03/24/2022	BB0572	BOUND TREE MEDICAL LLC	Check	Cashed	03/29/2022	\$0.00	\$964.55
0000059827	03/24/2022	CC0549	CONCENTRA HEALTH SERVICES, INC	Check	Cashed	03/29/2022	\$0.00	\$66.00
0000059828	03/24/2022	DD0077	DAVE ARBOGAST FORD	Check	Cashed	03/30/2022	\$0.00	\$2,268.81

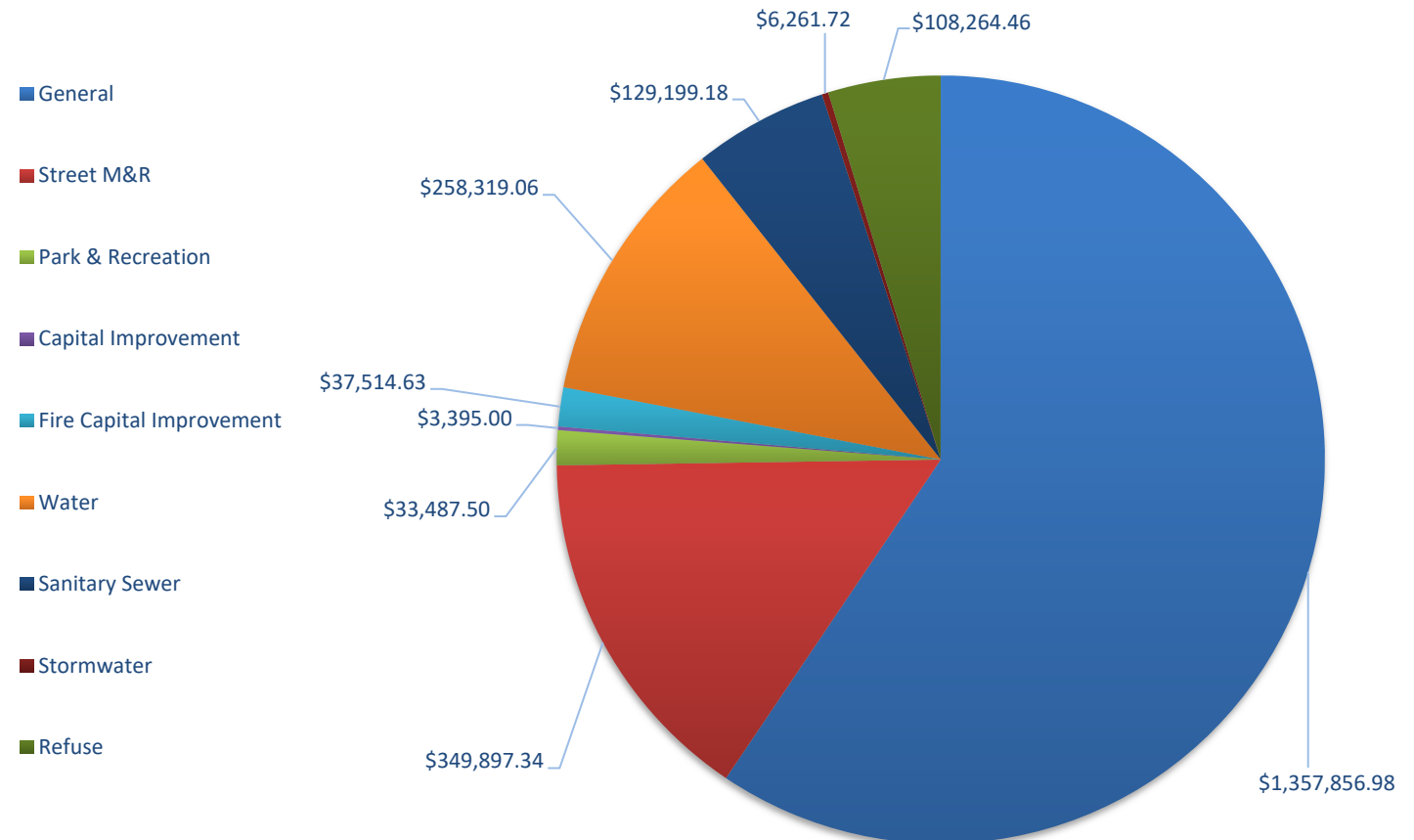
As Of Check Cashed Date: 1/1/1900 to 3/31/2022

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0000059829	03/24/2022	DD0086	DAYTON AREA CHAMBER OF COMMERC	Check	Cashed	03/30/2022	\$0.00	\$885.00
0000059830	03/24/2022	EE0380	E. J. PRESCOTT INC	Check	Cashed	03/30/2022	\$0.00	\$3,536.77
0000059831	03/24/2022	FF0195	FELD FIRE	Check	Cashed	03/31/2022	\$0.00	\$366.33
0000059832	03/24/2022	FF0291	FIFTH THIRD BANK	Check	Cashed	03/29/2022	\$0.00	\$210.80
0000059833	03/24/2022	FF0697	FRIENDSOFFICE	Check	Cashed	03/29/2022	\$0.00	\$4,407.19
0000059834	03/24/2022	GG0650	GRAINGER	Check	Cashed	03/30/2022	\$0.00	\$229.71
0000059835	03/24/2022	PP0700	PRO AIR MIDWEST	Check	Outstanding		\$0.00	\$1,390.00
0000059836	03/24/2022	SS0801	STAPLES BUSINESS ADVANTAGE	Check	Cashed	03/29/2022	\$0.00	\$407.29
0000059837	03/24/2022	SS0848	SUPERIOR DENTAL CARE	Check	Cashed	03/30/2022	\$0.00	\$1,539.46
0000059838	03/24/2022	WW0395	WILSON SHANNON & SNOW INC	Check	Cashed	03/29/2022	\$0.00	\$4,200.00
0000059839	03/28/2022	PAYROL	MUNICIPALITY OF BROOKVILLE	Check	Cashed	03/30/2022	\$0.00	\$106,977.27
0000059840	03/28/2022	P99000	OHIO POLICE & FIRE PENSION FUND	Check	Outstanding		\$0.00	\$12,997.48
0000059841	03/28/2022	P99000	OHIO POLICE & FIRE PENSION FUND	Check	Outstanding		\$0.00	\$1,690.44
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0201800469	03/07/2022	SS0745	SUPERFLEET MASTERCARD PROGRAM	EFT	Cashed	03/31/2022	\$0.00	\$8,887.27
0201800470	03/07/2022	DD0155	AES	EFT	Cashed	03/31/2022	\$0.00	\$19.21
0201800471	03/07/2022	PP0012	PACE ANALYTICAL SERVICES INC	EFT	Cashed	03/31/2022	\$0.00	\$1,142.66
0201800472	03/07/2022	II0348	INVOICE CLOUD	EFT	Cashed	03/31/2022	\$0.00	\$231.00
0201800473	03/07/2022	RR0215	REIMBURSEMENTS	EFT	Cashed	03/31/2022	\$0.00	\$7,941.43
0201800474	03/07/2022	VV0180	CENTERPOINT ENERGY	EFT	Cashed	03/31/2022	\$0.00	\$2,583.35
0201800475	03/07/2022	LL0035	LCNB NATIONAL BANK	EFT	Cashed	03/31/2022	\$0.00	\$158.97
0201800476	03/07/2022	CC0361	CINTAS	EFT	Cashed	03/31/2022	\$0.00	\$484.01
0201800477	03/22/2022	VV0390	CODE CREDIT UNION	EFT	Cashed	03/31/2022	\$0.00	\$1,135.91
0201800478	03/22/2022	LL0440	LOWES BUSINESS ACCT/SYNCB	EFT	Cashed	03/31/2022	\$0.00	\$684.85
0201800479	03/22/2022	DD0155	AES	EFT	Cashed	03/31/2022	\$0.00	\$3,825.41
0201800480	03/22/2022	SS0745	SUPERFLEET MASTERCARD PROGRAM	EFT	Cashed	03/31/2022	\$0.00	\$7,222.21
0201800481	03/22/2022	FF0290	FIFTH THIRD BANK	EFT	Cashed	03/31/2022	\$0.00	\$129,027.59
0201800482	03/22/2022	BB0642	BRUMBAUGH CONSTRUCTION INC	EFT	Cashed	03/31/2022	\$0.00	\$160,495.84
0201800483	03/22/2022	HH0605	HOME DEPOT CREDIT SERVICES	EFT	Cashed	03/31/2022	\$0.00	\$19.57
0201800484	03/22/2022	FF0698	FRONTIER	EFT	Cashed	03/31/2022	\$0.00	\$338.54
0201800485	03/22/2022	RR0215	REIMBURSEMENTS	EFT	Cashed	03/31/2022	\$0.00	\$2,700.58
0201800486	03/22/2022	SS0035	SAM'S CLUB	EFT	Cashed	03/31/2022	\$0.00	\$37.68
0201800487	03/22/2022	TT0664	TRACTOR SUPPLY CREDIT PLAN	EFT	Cashed	03/31/2022	\$0.00	\$119.94
0201800488	03/22/2022	CC0361	CINTAS	EFT	Cashed	03/31/2022	\$0.00	\$474.49
0201800489	03/22/2022	TT0346	TIME WARNER CABLE-SWO DIVISION	EFT	Cashed	03/31/2022	\$0.00	\$1,156.14
LCNB - LCNB - LCNB NATIONAL BANK Total:							\$0.00	\$925,650.42
Grand Total:							\$0.00	\$925,650.42

YTD-Fund Revenues - 03/31/2022



YTD-Fund Expenditures - 03/31/2022



March Budget Comparison

	<u>2021 Y-T-D</u>	<u>2022 Y-T-D</u>	<u>SUM DIFF.</u>	<u>% DIFF.</u>
<u>GENERAL FUND</u>				
Beginning Balance	\$ 1,965,244.67	\$ 1,626,536.21	\$ (338,708.46)	-17.2%
Revenue	\$ 1,055,137.92	\$ 1,062,576.53	\$ 7,438.61	0.7%
Expenses	\$ 1,555,276.16	\$ 1,357,856.98	\$ (197,419.18)	-12.7%
Unexpended Balance	\$ 1,465,106.43	\$ 1,331,255.76	\$ (133,850.67)	-9.1%
Income Tax	\$ 850,834.71	\$ 818,651.58	\$ (32,183.13)	-3.8%
Motel Tax	\$ 6,500.49	\$ 7,504.50	\$ 1,004.01	15.4%
Local Government	\$ 24,428.45	\$ 26,696.47	\$ 2,268.02	9.3%
EMS Billing	\$ 87,657.36	\$ 81,463.20	\$ (6,194.16)	-7.1%
Zoning Permits	\$ 1,745.00	\$ 1,760.00	\$ 15.00	0.9%
Interest on Investments	\$ 6,872.56	\$ 4,489.95	\$ (2,382.61)	-34.7%
Real Estate Tax	\$ 62,955.83	\$ 62,280.43	\$ (675.40)	-1.1%
<u>STREET M&R FUND</u>				
Beginning Balance	\$ 204,280.56	\$ 164,523.02	\$ (39,757.54)	-19.5%
Revenue	\$ 217,122.94	\$ 222,234.66	\$ 5,111.72	2.4%
Expenses	\$ 202,400.95	\$ 349,897.34	\$ 147,496.39	72.9%
Unexpended Balance	\$ 219,002.55	\$ 36,860.34	\$ (182,142.21)	-83.2%
MV, Gas, Highway Taxes	\$ 103,632.22	\$ 109,918.88	\$ 6,286.66	6.1%
<u>PARK & REC. FUND</u>				
Beginning Balance	\$ 53,178.70	\$ 65,019.89	\$ 11,841.19	22.3%
Revenue	\$ 113,070.91	\$ 32,690.61	\$ (80,380.30)	-71.1%
Expenses	\$ 33,316.08	\$ 33,487.50	\$ 171.42	0.5%
Unexpended Balance	\$ 132,933.53	\$ 64,223.00	\$ (68,710.53)	-51.7%
Park Permits	\$ 11,933.00	\$ 15,167.50	\$ 3,234.50	27.1%
<u>CAPITAL IMPROV. FUND</u>				
Beginning Balance	\$ 169,508.34	\$ 179,245.69	\$ 9,737.35	5.7%
Revenue	\$ -	\$ 9,394.10	\$ 9,394.10	#DIV/0!
Expenses	\$ -	\$ 3,395.00	\$ 3,395.00	#DIV/0!
Unexpended Balance	\$ 169,508.34	\$ 185,244.79	\$ 15,736.45	9.3%
Grant Funds	\$ -	\$ 9,394.10	\$ 9,394.10	#DIV/0!
Assessments	\$ -	\$ -	\$ -	#DIV/0!

March Budget Comparison

	<u>2021 Y-T-D</u>	<u>2022 Y-T-D</u>	<u>SUM DIFF.</u>	<u>% DIFF.</u>
<u>FIRE CAP. IMPR. FUND</u>				
Beginning Balance	\$ 239,278.93	\$ 184,697.10	\$ (54,581.83)	-22.8%
Revenue	\$ 24,374.60	\$ 17,880.67	\$ (6,493.93)	-26.6%
Expenses	\$ 12,929.38	\$ 37,514.63	\$ 24,585.25	190.2%
Unexpended Balance	\$ 250,724.15	\$ 165,063.14	\$ (85,661.01)	-34.2%
EMS Billing	\$ 9,732.74	\$ 9,051.57	\$ (681.17)	-7.0%
Misc. Grants	\$ -	\$ -	\$ -	#DIV/0!
<u>WATER FUND</u>				
Beginning Balance	\$ 403,996.66	\$ 614,432.48	\$ 210,435.82	52.1%
Revenue	\$ 349,517.17	\$ 460,768.01	\$ 111,250.84	31.8%
Expenses	\$ 254,592.66	\$ 258,319.06	\$ 3,726.40	1.5%
Unexpended Balance	\$ 498,921.17	\$ 816,881.43	\$ 317,960.26	63.7%
Water Sales	\$ 336,971.23	\$ 331,779.35	\$ (5,191.88)	-1.5%
Tap Permits	\$ 10,500.00	\$ 15,000.00	\$ 4,500.00	42.9%
<u>SEWER FUND</u>				
Beginning Balance	\$ 730,036.66	\$ 815,346.32	\$ 85,309.66	11.7%
Revenue	\$ 174,206.35	\$ 176,987.77	\$ 2,781.42	1.6%
Expenses	\$ 99,188.15	\$ 129,199.18	\$ 30,011.03	30.3%
Unexpended Balance	\$ 805,054.86	\$ 863,134.91	\$ 58,080.05	7.2%
Sewer Sales	\$ 163,643.38	\$ 161,759.05	\$ (1,884.33)	-1.2%
Tap Permits	\$ 10,500.00	\$ 15,000.00	\$ 4,500.00	42.9%
<u>STORMWATER FUND</u>				
Beginning Balance	\$ 20,981.54	\$ 31,835.27	\$ 10,853.73	51.7%
Revenue	\$ 15,668.61	\$ 61,360.08	\$ 45,691.47	291.6%
Expenses	\$ 6,556.01	\$ 6,261.72	\$ (294.29)	-4.5%
Unexpended Balance	\$ 30,094.14	\$ 86,933.63	\$ 56,839.49	188.9%
Stormwater Sales	\$ 15,658.80	\$ 31,214.58	\$ 15,555.78	99.3%
<u>REFUSE FUND</u>				
Beginning Balance	\$ 195,393.75	\$ 223,354.77	\$ 27,961.02	14.3%
Revenue	\$ 113,904.75	\$ 114,255.05	\$ 350.30	0.3%
Expenses	\$ 105,229.81	\$ 108,264.46	\$ 3,034.65	2.9%
Unexpended Balance	\$ 204,068.69	\$ 229,345.36	\$ 25,276.67	12.4%
Refuse Sales	\$ 113,653.16	\$ 114,133.18	\$ 480.02	0.4%
Sales & Service	\$ 251.59	\$ 70.00	\$ (181.59)	-72.2%



City of **BROOKVILLE** ***POLICE***

Chief Douglas Jerome

djerome@brookvilleohio.com



Council Meeting Agenda April 5, 2022

Reportable Incidents

1/1/2021 – 3/31/2021 = 207

1/1/2022 – 3/31/2022 = 118

Citations

1/1/2021 – 3/31/2021 = 224

1/1/2022 – 3/31/2022 = 36

Traffic Stops

March 2021- 245

March 2022 – 110

Items of Interest

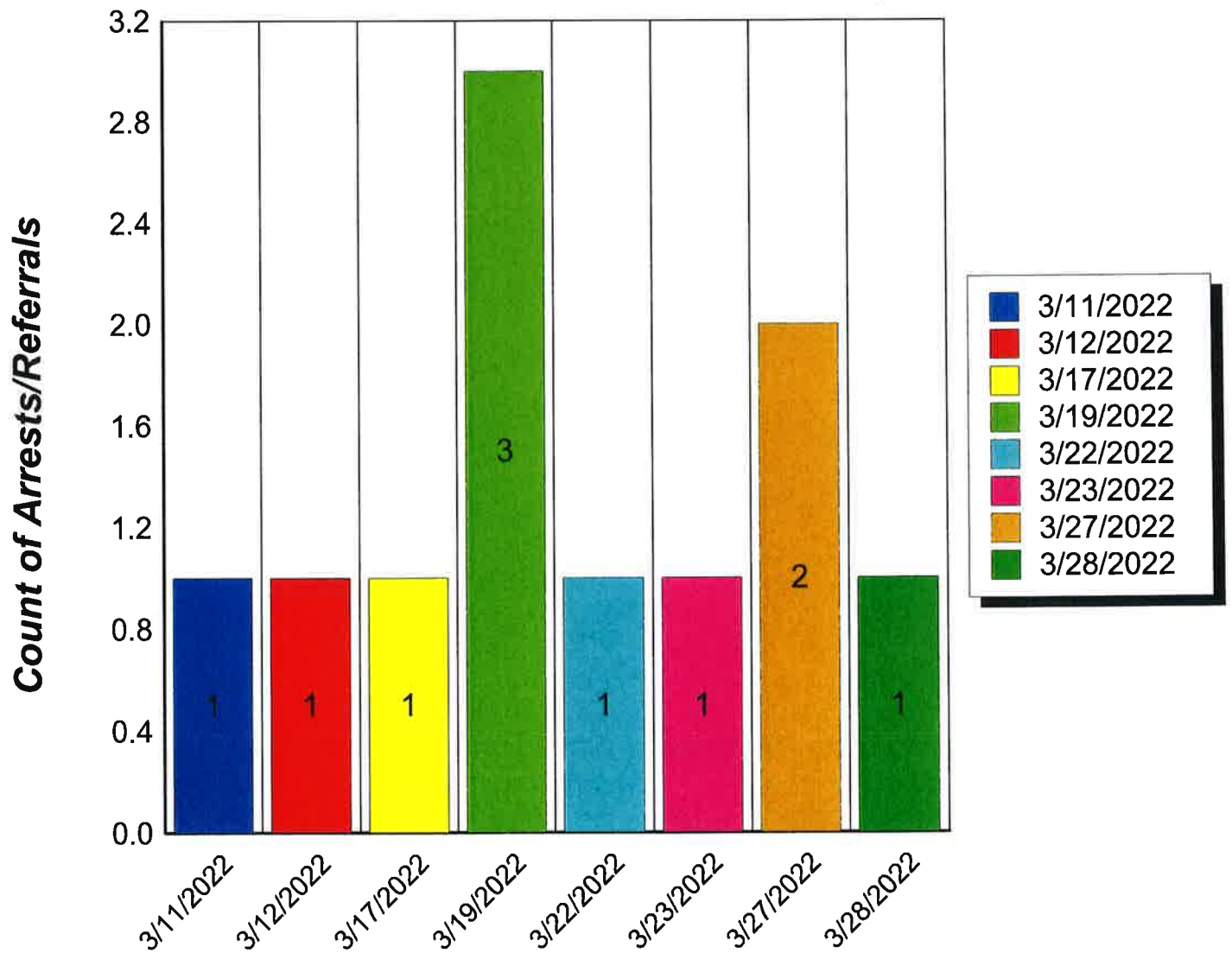
**Officer of The Year - Presentation
VFW Appreciation – Presentation**

Brookville Police Department

Arrest Log by Date

Arrest Date	Total Arrests
March 11, 2022	1
March 12, 2022	1
March 17, 2022	1
March 19, 2022	3
March 22, 2022	1
March 23, 2022	1
March 27, 2022	2
March 28, 2022	1
Total Selected = 11	

Arrest Log by Date



Brookville Police Department

Incident Arrest Blotter

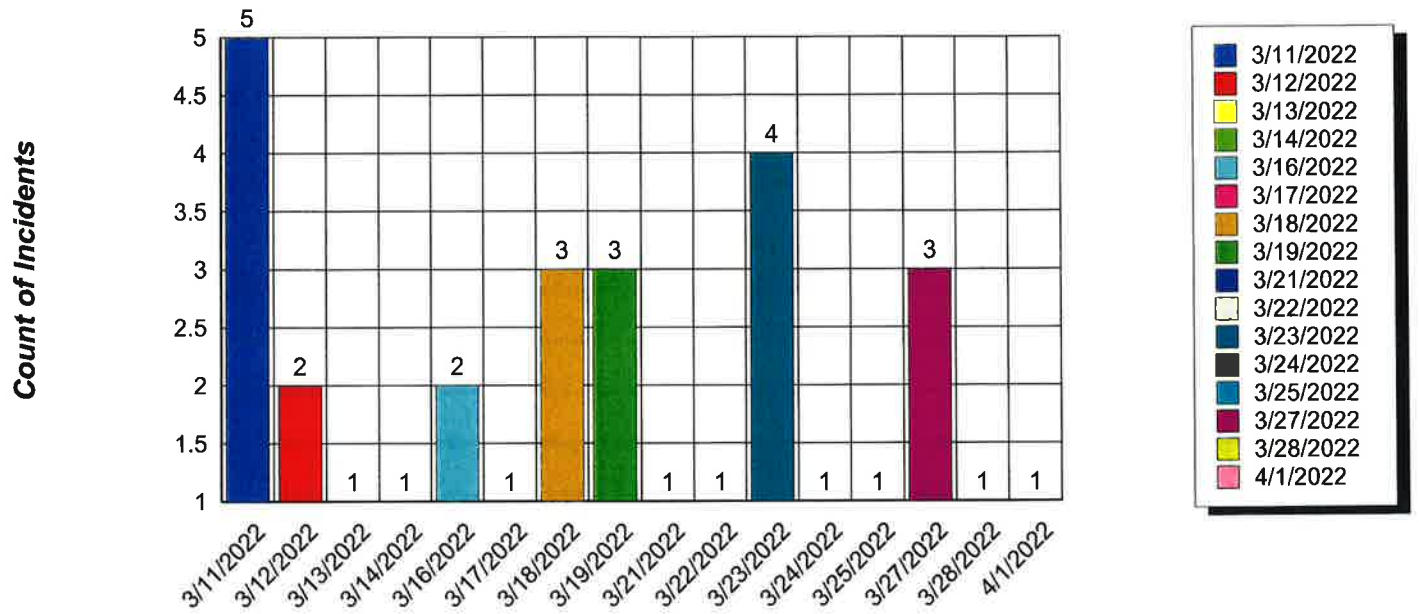
Arrest Date	Time	Suspect's Name	Address, Charges(s)	Incident ID
03/11/2022		RAHSHE L. WALKER	5881 HILLARY DR, TROTWOOD, OH 45426 35: WARRANT ARREST	2022-00093
03/12/2022		JOSE A. COLON	530 FRANKLIN AVE, NUTLEG, NJ 07110 292511C3: Drug abuse - marijuana	2022-00094
03/17/2022		GREGORY J. ELLIOTT	1195 SANLOR AVE, WEST MILTON, OH 45383 35: WARRANT ARREST	2022-00099
03/19/2022		CYNTHIA G. MOFFETT	1083 FOREST ST, COLUMBUS, OH 43206 292511C3: Drug abuse - marijuana	2022-00104
		BETHANIE C. NIENKIRK	7720 LIBERTY RD N, POWELL, OH 43065 292511C3: Drug abuse - marijuana	2022-00104
		MICHAEL J. ASHER	134 CEDARCLIFF RD, RICHMOND, IN 47374 35: WARRANT ARREST	2022-00105
03/22/2022		CHAZ J. SCOTT	1524 PETERS RD, TROY, OH 45373 35: WARRANT ARREST	2022-00108
03/23/2022		JOHN B. CARICO	110 W. SEMINARY ST, MILTON, IN 47357 35: WARRANT ARREST	2022-00109
03/27/2022		CODIE E. BLANKENSH	582 PEARL ST, ARCANUM, OH 45304 35: WARRANT ARREST	2022-00115
		CODIE E. BLANKENSH	582 PEARL ST, ARCANUM, OH 45304 290906: Criminal damaging/endangering	2022-00116
03/28/2022		MICHAEL W. BAKER	654 EASTLAWN ST, LOUISVILLE, KY 40211 2921331B: Failure to comply with order/signal of P.O. - elud	2022-00112
Total Selected = 11				

Brookville Police Department

Incident Log by Date Reported

Date Reported	Day of Week	Total Reported
03/11/2022	Friday	5
03/12/2022	Saturday	2
03/13/2022	Sunday	1
03/14/2022	Monday	1
03/16/2022	Wednesday	2
03/17/2022	Thursday	1
03/18/2022	Friday	3
03/19/2022	Saturday	3
03/21/2022	Monday	1
03/22/2022	Tuesday	1
03/23/2022	Wednesday	4
03/24/2022	Thursday	1
03/25/2022	Friday	1
03/27/2022	Sunday	3
03/28/2022	Monday	1
04/01/2022	Friday	1
Total Selected = 31		

Incident Log by Date Reported



Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
March 11, 2022					
2022-00088	434 SALEM RD BROOKVILLE PD	SIGNAL 260 - ATTEMPTED ASSAULT ON PO	03/11/2022		OPEN CASE
Offenses UCR Offense Description 2 04 290311A2 - Felonious assault - weapon or ordnance 02 2921331B - Failure to comply with order/signal of P.O. - elud					
2022-00089	708 MEADOW GLENN BROOKVILLE PD	SIGNAL 26I - PINK SLIP	03/11/2022	03/11/2022	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 1 02 26I - INFORMATION REPORT					
2022-00090	1 MCMAKEN LN BROOKVILLE PD	SIGNAL 55 - TRAFFIC VIOLATION	03/11/2022	03/11/2022	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 1 N/A 451016 - FRA SUSPENSION					
2022-00092	548 E WESTBROOK RD BROOKVILLE PD	SIGNAL 26I - INFORMATION REPORT	03/11/2022	03/11/2022	EXCEPTIONALLY CLEARED
Offenses UCR Offense Description 1 02 26I - INFORMATION REPORT					
2022-00093	ARLINGTON RD @ IR70 E BROOKVILLE PD	SIGNAL 35 - WARRANT ARREST	03/11/2022	03/11/2022	ARREST
Offenses UCR Offense Description 2 N/A 35 - WARRANT ARREST N/A 451012 - DRIVING WITHOUT VALID LICENSE					
Total Incidents Reported for Date: 5					

March 12, 2022

2022-00094	IR70 W @ ARLINGTON ROAD BROOKVILLE PD	SIGNAL 18 - POSSESSION OF MARIJUANA	03/12/2022	03/12/2022	ARREST
Offenses UCR Offense Description 2 N/A 451121 - SPEEDING 01 292511C3 - Drug abuse - marijuana					
2022-00095	926 ARLINGTON RD BROOKVILLE PD	SIGNAL 9 - ASSAULT	03/12/2022		OPEN CASE
Offenses UCR Offense Description 1 04 290313 - Assault					

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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Total Incidents Reported for Date: 2

March 13, 2022

2022-00096	47 W. MCKINLEY APT F BROOKVILLE PD	SIGNAL 7 - AUTO THEFT	03/13/2022	03/13/2022	UNFOUNDED
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Offenses UCR Offense Description
1 07 291303 - Unauthorized use of motor vehicle

Total Incidents Reported for Date: 1

March 14, 2022

2022-00097	275 FOOTHILL BROOKVILLE PD	SIGNAL 26I - INFORMATION REPORT	03/14/2022	03/14/2022	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 02 26I - INFORMATION REPORT

Total Incidents Reported for Date: 1

March 16, 2022

2022-00098	295 E UPPER LEWISBURG BROOKVILLE PD	SIGNAL 06A - THEFT	03/16/2022	03/17/2022	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 06 291302A - Theft

2022-00099	379 ALBERT ROAD BROOKVILLE PD	SIGNAL 35 - WARRANT	03/16/2022	03/16/2022	ARREST
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Offenses UCR Offense Description
1 N/A 35 - WARRANT ARREST

Total Incidents Reported for Date: 2

March 17, 2022

2022-00100	548 E. WESTBROOK RD BROOKVILLE PD	SIGNAL 46 - JUVENILE COMPLAINT	03/17/2022	03/17/2022	ARREST
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Offenses UCR Offense Description
1 02 215102 - Juvenile offenses

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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Total Incidents Reported for Date: 1

March 18, 2022

2022-00101	2 BLUE PRIDE DRIVE BROOKVILLE PD	SIGNAL 17 - CHILD PORNOGRAPHY	03/18/2022		OPEN CASE
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Offenses UCR Offense Description
1 02 2907322 - Pandering sexually oriented matter

2022-00102	301 FLANDERS AVENUE BROOKVILLE PD	SIGNAL 260 - AGGRAVATED MENACING	03/13/2022	03/18/2022	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 04 290321 - Aggravated menacing

2022-00103	1 COUNTRY LANE BROOKVILLE PD	SIGNAL 26I - PINK SLIP	03/18/2022	03/18/2022	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 02 26I - INFORMATION REPORT

Total Incidents Reported for Date: 3

March 19, 2022

2022-00105	W WESTBROOK @ WESTERN AVE BROOKVILLE PD	SIGNAL 35 - WARRANT ARREST	03/19/2022	03/19/2022	ARREST
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Offenses UCR Offense Description
3 N/A 35 - WARRANT ARREST
N/A 451112 - OBEYING TRAFFIC CONTROL DEVICES
N/A 451012 - DRIVING WITHOUT VALID LICENSE

2022-00104	799 ARLINGTON RD BROOKVILLE PD	SIGNAL 18 - DRUG ABUSE	03/19/2022	03/19/2022	ARREST
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Offenses UCR Offense Description
2 01 292511C3 - Drug abuse - marijuana
01 292511C3 - Drug abuse - marijuana

2022-00106	55 ROBERT WRIGHT DR BROOKVILLE PD	SIGNAL 55 - TRAFFIC STOP	03/19/2022	03/19/2022	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 N/A 451012 - DRIVING WITHOUT VALID LICENSE

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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Total Incidents Reported for Date: 3

March 21, 2022

2022-00107	1 BLUE PRIDE DRIVE BROOKVILLE PD	SIGNAL 26I - PINK SLIP	03/21/2022	03/21/2022	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 02 26I - INFORMATION REPORT

Total Incidents Reported for Date: 1

March 22, 2022

2022-00108	9210 NORTH MAIN ST.ENGLEWOOD, OHIO BROOKVILLE PD	SIGNAL 35- WARRANT ARREST	03/22/2022	03/22/2022	ARREST
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Offenses UCR Offense Description
1 N/A 35 - WARRANT ARREST

Total Incidents Reported for Date: 1

March 23, 2022

2022-00109	709 ARLINGTON BROOKVILLE PD	SIGNAL 35 - WARRANT ARREST	03/23/2022	03/23/2022	ARREST
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Offenses UCR Offense Description
1 N/A 35 - WARRANT ARREST

2022-00110	235 CUSICK AVENUE BROOKVILLE PD	SIGNAL 55 - TOWED VEHICLE	03/23/2022	03/23/2022	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 N/A 30308A4 - DISPLAYS ILLEGAL PLATES OR FAILURE TO DISPALY

2022-00111	237 MARKET ST BROOKVILLE PD	SIGNAL 26I - FOUND PROPERTY	03/23/2022	03/24/2022	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 02 26I - INFORMATION REPORT

2022-00112	524 W WESTBROOK RD BROOKVILLE PD	SIGNAL 55 - FAILURE TO COMPLY	03/23/2022	03/28/2022	ARREST
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Offenses UCR Offense Description
2 N/A 451305 - NO TAIL LIGHTS; REAR PLATE LIGHT
02 2921331B - Failure to comply with order/signal of P.O. - elud

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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March 23, 2022

Total Incidents Reported for Date: 4

March 24, 2022

2022-00113	126 WESTERN BROOKVILLE PD	SIGNAL 26O- CRIMINAL TRESPASS	03/24/2022	03/24/2022	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	02	26O - ALL OTHER CRIMINAL OFFENSES

Total Incidents Reported for Date: 1

March 25, 2022

2022-00114	301 SYCAMORE BROOKVILLE PD	SIGNAL 11 - FRAUD	03/25/2022	03/25/2022	INACTIVE
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Offenses	UCR	Offense Description
1	06	291349A - Taking identity of another

Total Incidents Reported for Date: 1

March 27, 2022

2022-00115	117 SYCAMORE APT 101 BROOKVILLE PD	SIGNAL 35 - WARRANT	03/27/2022	03/27/2022	ARREST
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Offenses	UCR	Offense Description
1	N/A	35 - WARRANT ARREST

2022-00116	117 SYCAMORE APT 101 BROOKVILLE PD	SIGNAL 26O - CRIMINAL DAMAGING	03/27/2022	03/27/2022	ARREST
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Offenses	UCR	Offense Description
1	01	290906 - Criminal damaging/endangering

2022-00117	218 CROSSWELL AVE BROOKVILLE PD	SIGNAL 26I - INFORMATION REPORT	03/27/2022	03/27/2022	EXCEPTIONALLY CLEARED
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Offenses	UCR	Offense Description
1	02	26I - INFORMATION REPORT

Total Incidents Reported for Date: 3

March 28, 2022

Brookville Police Department

Incident Log by Date Reported

Incident ID	Location, Area	Description	Date Occurred	Cleared Date	Status
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March 28, 2022

2022-00118	2 BLUE PRIDE DRIVE BROOKVILLE PD	SIGNAL 260 - CRIMINAL TRESPASS WARNING	03/28/2022	03/28/2022	EXCEPTIONALLY CLEARED
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Offenses UCR Offense Description
1 02 260 - ALL OTHER CRIMINAL OFFENSES

Total Incidents Reported for Date: 1

April 01, 2022

2022-00119	278 JOHNSVILLE BROOKVILLE RD BROOKVILLE PD	SIGNAL 53 - HIT AND RUN ACCIDENT	04/01/2022		OPEN CASE
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Offenses UCR Offense Description
1 N/A 53H&R - HIT & RUN CRASH

Total Incidents Reported for Date: 1

Total Selected = 31

MEMORANDUM:

DATE: APRIL 1, 2022

**TO: BROOKVILLE CITY COUNCIL-MAYOR LETNER, VICE MAYOR ZIMMERLIN, MEMBERS
FOWLER, CRANE, REQUARTH, SCHREIRER, WILDER**

CC: CITY MANAGER KEATON, FIRE CHIEF FLETCHER, POLICE CHIEF JEROME

FROM: RODNEY L. STEPHAN, LAW DIRECTOR

RE: FIREWORKS

Substitute H.B. 172, passed by the Ohio General Assembly, amended Ohio Revised Code 3743.45. Ohio Revised Code 3743.45, effective July 1, 2022, allows persons authorized to possess consumer grade fireworks to discharge, ignite or explode fireworks on their property, or if permitted, on another person's property, on ten designated days of the year. The bill permits local jurisdictions to exercise their home rule authority to restrict the number of days and times that a person may discharge consumer grade fireworks or the jurisdiction may impose a complete ban on the use of consumer grade fireworks.

It is the recommendation of the City Staff that we continue to prohibit the possession, selling and discharge of consumer grade fireworks in the City of Brookville to promote public safety and quiet enjoyment of the properties in residential neighborhoods in Brookville. Ordinance 2022-03 is before Council for a first reading to continue to ban the possession, selling, or discharging fireworks in the City of Brookville.

BEAR GRAPHICS 800-325-8094 FORM NO. 30043

(b) Except as provided in Section 1519.05 and except for licensed exhibitors of fireworks authorized to conduct a fireworks exhibition pursuant to Ohio R.C. 3743.50 to 3743.55 and Section 1519.02 of this Chapter 1519, no person shall discharge, ignite, or explode any fireworks in this Municipality, including a prohibition of the discharge, ignition or explosion of fireworks purchased pursuant to Section Ohio R.C. 3743.35, intending to prohibit the discharge, ignition or explosion of fireworks on private property on any of the days set forth in Ohio R.C. 3743.45(b).

RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-8094 FORM NO. 30043

Ordinance No. 2022-03 Passed , 20

SECTION IV: Section 1519.04(e) of the Code of Ordinances is hereby amended in its entirety to read as follows:

(e) Except as otherwise provided in Ohio R.C. 3743.44 , no person other than a licensed manufacturer, licensed wholesaler, licensed exhibitor, or shipping permit holder, shall possess 1.3 G fireworks of 1.4 G fireworks.

SECTION IV: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION V: This Ordinance shall take effect thirty (30) days after passage by the Council of the City of Brookville as provided by the Charter of the City of Brookville.

PASSED this day of 2022.

ATTEST:

Kimberly Duncan, Clerk Charles Letner, Mayor

CERTIFICATE

The undersigned, Clerk of the City of Brookville, does hereby certify that the foregoing is a true and correct copy of Ordinance No. 2022-03, passed by the Council of the City of Brookville, Ohio, on the day of 2022.

Kimberly Duncan, Clerk

CERTIFICATE OF POSTING

The undersigned, Clerk of the City of Brookville, Ohio, hereby certifies that the foregoing Ordinance No. 2022-03 was posted at the City Building, US Post Office and the Brookville Branch of the Montgomery County Public Library, Brookville, Ohio, on the day of 2022, to the day of 2022, both days inclusive.

Kimberly Duncan, Clerk



PLANNING COMMISSION MEETING

Thursday, March 17, 2022, 7:30 PM

CITY HALL

301 SYCAMORE STREET, BROOKVILLE, OHIO 45309

www.brookvilleohio.com

Online: <https://brookvilleoh.webex.com/brookvilleoh/j.php?MTID=m267826e67fa9628afbe28914fc94e612>

Meeting number: 2633 029 3681 Password: 2rRbNJRpd53

Join by phone: +1-415-655-0001 US Toll Access code: 263 302 93681

Agenda

I. Opening

- a. Call to Order
- b. Pledge of Allegiance
- c. Roll Call

II. Adoption of Agenda

III. Approval of Minutes

- a. Approval of February 17, 2022 Meeting Minutes

IV. Public Hearing - Preliminary Development Plan - E. Upper Lewisburg-Salem Road & Albert Road

V. Special Use Permit - Brookville Stor-n-Lock

VI. Special Use Permit - Louisiana Grill

VII. Reports

- a. Law Director

VIII. Old Business

IX. New Business

X. Adjournment

Chairperson Ryan Henderson • Mayor Chuck Letner

Members: • Ken Claggett • Don Cordes • Ronda Dittrick • Curt Schreier • Jessi Sievers

Brookville Planning Commission
Regular Meeting
February 17, 2022

The Regular Meeting of the Brookville Planning Commission was called to order by Chairperson Henderson at 7:30 p.m. on February 17, 2022. The meeting was held in the City Council Chambers and virtually using Webex. The Pledge of Allegiance was recited. Mayor Letner; Members Claggett, Cordes, Dittrick, Schreier and Sievers; Law Director/Development Specialist Stephan and Clerk Duncan were present. Manager Keaton was absent.

Chairperson Henderson reminded everyone the meeting is being recorded.

Roll call by Clerk Duncan.

Motion by Claggett, second by Cordes to adopt the Agenda as presented. All yeas, motion carried.

Motion by Schreier, second by Sievers to approve the meeting minutes of the January 20, 2022 Planning Commission Meeting. All yeas, motion carried.

Law Director/Development Specialist Stephan reported Arbor Homes has requested a preapplication conference on a Preliminary Development Plan for a single-family housing project to be located on 18 acres at Upper Lewisburg-Salem Rd and Albert Rd. This property was zoned R-1B (PD) Urban Residential Planned Development Overlay District in 2018. The property was rezoned for a Planned Residential Project in 2021, but the November 2021 referendum election repealed this Planned Residential rezoning. Therefore, the zoning for this property remains R-1B (PD). Under Section 1151.04 of the Code of Ordinances, the developer is required to request a preapplication conference with Planning Commission prior to filing a formal application for approval of a planned development. The purpose of the preapplication conference is to allow the developer to present a general concept of the proposed development prior to preparation of detailed plans and filing of an application. Under 1151.15(d) of the Code of Ordinances, the site development regulations of the underlying zoning district apply to any project within a planned development overlay district. Therefore, the site development regulations for R-1B apply to this project. Law Director Stephan advised a copy of the R-1B site development regulations and the proposed preliminary plan has been provided to Planning Commission. The plan provides for 43 lots that meet the R-1B zoning requirements for single family housing. The lots in the proposed preliminary plan are 85 feet wide, and the proposed side yard and rear yard setbacks comply with the R-1B zoning requirements. The houses will be required to meet the minimum floor area of 1,600 square feet which is the requirement in R-1B. Law Director/Development Specialist Stephan advised this project has a lower density than the previously proposed Planned Residential project that was rejected by the voters in the November 2021 referendum election. The project that went to the voters in the November election was 59 lots that were 55 feet wide. This new proposed planned development is 43 lots that are 85 feet wide, and the new proposal will have larger side and rear yard setbacks. The result is a lower density project that is consistent with other R-1B housing projects in Brookville, such as Hunters Run Section Two. Law Director/Development Specialist Stephan advised after the preapplication conference, the

Planned Development process will commence, and Planning Commission will hold a public hearing on the project prior to making a recommendation to City Council regarding the Planned Development project.

Ryan Reed, with DDC Management, advised he is here on behalf of Arbor Homes who will be the developer and builder on this project. Mr. Reed advised there will be 43 units with 80-foot frontage on the lots and 10-foot side yard setbacks. They are not requesting any variances outside of existing zoning. Mr. Reed stated this project is a testament of DDC Management's and Arbor Homes commitment to the City of Brookville and to the opportunities here in the city. Mr. Reed stated this a great place for people to live and they are happy to be a part of it.

Member Cordes inquired whether there are any plans to put shrubbery along Albert Road? Member Cordes stated in the past, Planning Commission discussed they would like something to block the view from Albert Road.

Mr. Reed advised he will consult with Arbor Homes but feels confident they would be open to that possibility.

Member Cordes asked how much green space there will be?

Mr. Reed replied there will be 1.32 acres of open space or 7.3%.

Member Claggett asked if the street width is the standard city width?

Mr. Reed replied that is correct.

Member Cordes inquired if the corner lot on Albert and Upper Lewisburg Salem Road is still outside the city?

Law Director/Development Specialist Stephan replied that lot is owned by the Reeds and it is within the city. They are outside of this project but they are zoned R-1B.

Mr. Reed commented with the previous project they had some buffer in there but that has gone away under the current zoning.

Member Cordes inquired whether the Reed family will be assisted with the sidewalk?

Law Director/Development Specialist Stephan stated we are planning on providing some assistance. They will be receiving a significant discount under our code because they live on a corner lot. We are also going to work with the developer to address the rest of the cost.

Member Schreier stated the sidewalk will now come on along the perimeter to the front of the yard, rather than going behind as previously discussed.

Law Director/Development Specialist Stephan the best option is to stay on the street and follow the street. If we go behind, we will get into easements and other issues.

Member Claggett stated the plan looks good.

Member Cordes stated he liked the previous plan as it would have brought in a different type of clientele, such as older residents and single professionals.

Member Sievers asked if there will be a homeowners association?

Mr. Reed replied there will be a homeowners association to prevent above ground pools, trampolines and those types of things.

Mayor Letner observed there is ingress and egress off both Albert Road and Upper Lewisburg Salem Roads. The only downfall is cul-de-sacs as there is nowhere to put snow but there are only one or two times per year that we have a significant snowfall.

Chairperson Henderson stated DDC Management did a very nice job laying this out. They listened to our community and that is what makes a true partnership. Chairperson Henderson stated we are looking forward to working them.

Member Cordes inquired when development would start if everything goes according to plan?

Mr. Reed replied it would likely be spring of next year.

Member Schreier asked if the retention pond would be the responsibility of the HOA?

Mr. Reed replied that is correct.

Member Claggett asked if they will have to install curbs and sidewalks along Upper Lewisburg Salem?

Mr. Reed stated the proposed sidewalk is pending in the plan, pending the County's road improvement plan.

Law Director/Development Specialist Stephan agreed, stating the City will work through that. Long term we want walkability between the development and Market Street.

President Henderson stated this satisfies the Pre-Application Conference, and next they will have to submit a formal application and we will hold a public hearing.

Law Director/Development Specialist Stephan replied that is correct. If they submit the application soon, we will have a public hearing at the March Planning Commission meeting. Planning Commission will then make a recommendation to City Council.

There will then be a second public hearing with City Council and a final vote by City Council. Adjoining property owners will be notified once we receive the application and confirm a date and time for the public hearing.

President Henderson thanked everyone for coming.

Law Director/Development Specialist Stephan advised Planning Commission has a copy of zoning permits issued through January and early February. We continue to have activity with new homes under construction in the Meadows of Brookville. Law Director/Development Specialist Stephan advised the developer is diligently working on the infrastructure for Hunters Run, Section Two, and we are hopeful that project will be kicking off this year.

Member Cordes inquired if there is any progress on the Mexican restaurant?

Law Director/Development Specialist Stephan replied he did have an impromptu meeting today with someone in the same type of restaurant business.

Member Claggett asked about the piping on Main Street.

Mayor Letner replied we have completed the water project and are installing fire hydrants, which were late in getting here because of supply chain issues. The storm sewer on the Hay Avenue Project goes out to Wolf Creek Street. Hay Avenue will get new sidewalks, water and sewer main. This will make a big difference when it is complete.

Motion by Cordes, second by Claggett to adjourn. All yeas, motion carried.

Kimberly Duncan, Clerk

Ryan Henderson, Chairperson

MEMORANDUM:

DATE: MARCH 11, 2022

TO: CITY OF BROOKVILLE PLANNING COMMISSION

FROM: RODNEY L. STEPHAN, LAW DIRECTOR

RE: PRELIMINARY DEVELOPMENT PLAN-ARBOR HOMES

A public hearing will be held by Planning Commission on the proposed Preliminary Development Plan submitted by Arbor Homes for development of the 18 acre parcel at 10400 Upper Lewisburg-Salem Rd. The property is zoned R-1B (PD).

Attached is the preliminary development plan for the project. The preliminary development plan is entirely consistent with the R-1B site development regulations and meets the other requirements for planned developments.

At the conclusion of the public hearing, Planning Commission will need to make a recommendation to City Council on the Preliminary Development Plan. As a part of that motion, Planning Commission would approve the Preliminary Development Plan and make certain findings of fact required under the Planned Development Code. The required findings of fact are set forth in 1151.03 and 1151.15(f). I will be preparing a written statement of the findings of fact to be incorporated within the motion.

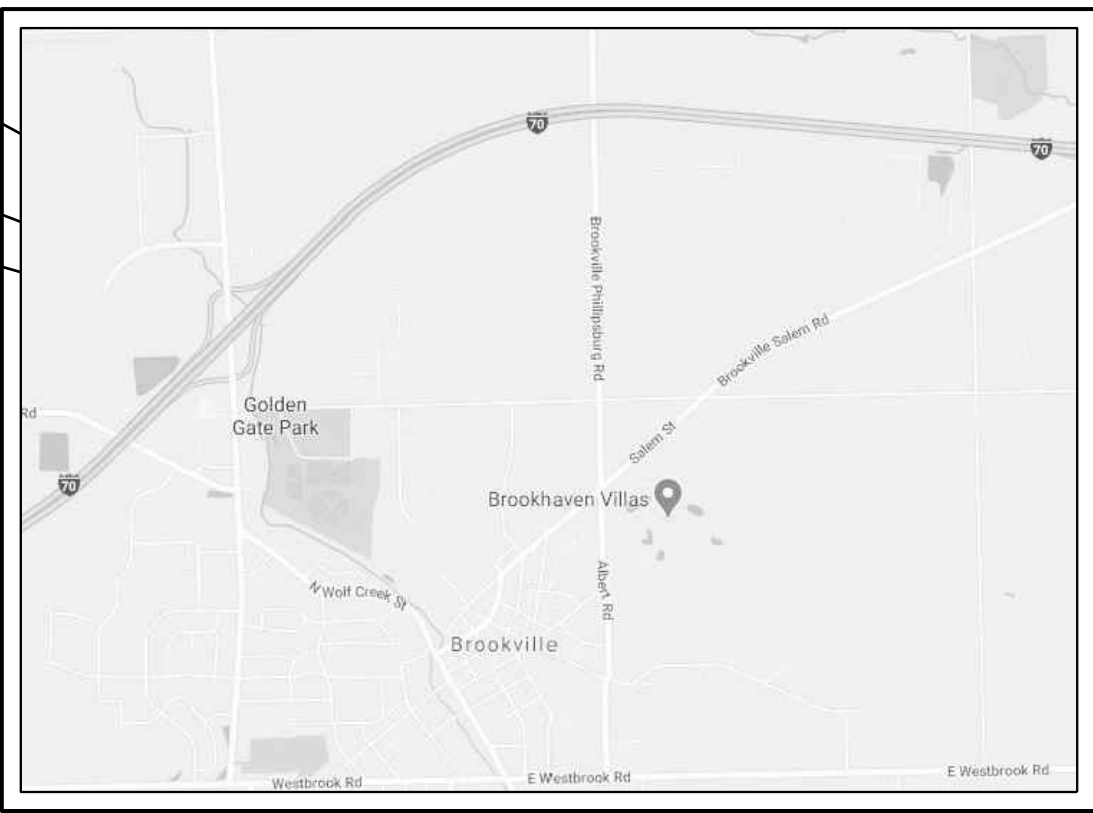
If you have any questions, please contact me.

PRELIMINARY DEVELOPMENT PLAN
HARPER CREEK

UPPER LEWISBURG SALEM RD
AND ALBERT RD

CITY OF BROOKVILLE
MONTGOMERY COUNTY, OHIO
SECTION 34, TOWN 6, RANGE 4E
FEBRUARY 2022

SITE



VICINITY MAP
NTS

NOTES:

- ALL LOTS WILL CONTAIN SINGLE-FAMILY, DETACHED RESIDENCES.
- THE SITE WAS PREVIOUSLY AGRICULTURAL.
- WATER SUPPLY TO BE BY CITY OF BROOKVILLE.
- WASTEWATER DISPOSAL TO BE BY THE CITY OF BROOKVILLE.
- STORMWATER SHALL COMPLY WITH THE CITY OF BROOKVILLE STANDARDS AND OEPA.
- ALL STREETS ARE TO BE PUBLIC STREETS CONSTRUCTED TO THE CITY OF BROOKVILLE STANDARDS.
- THE OPEN SPACE AREAS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- EXISTING ZONING: R-1B

DEVELOPER

ARBOR HOMES
9225 HARRISON PARK COURT
INDIANAPOLIS, IN 46216
PH: (317) 649-5249

ENGINEER/SURVEYOR

CESO, INC.
3601 RIGBY ROAD, SUITE 300
MIAMISBURG, OH 45342
PH: (937) 435-8584
JUSTIN ELAM, P.E.
JEFFREY MILLER, P.S.

OWNER

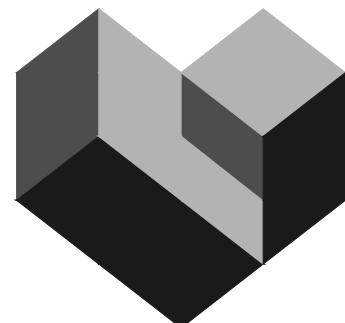
CITY OF BROOKVILLE
301 SYCAMORE ST.
BROOKVILLE, OH 45309

APPROVAL:

PLANNING COMMISSION CHAIRMAN _____ DATE _____

MAYOR _____ DATE _____

CLERK OF COUNCIL _____ DATE _____



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WWW.CESOINC.COM

REVISION DESCRIPTION

DATE

NO.

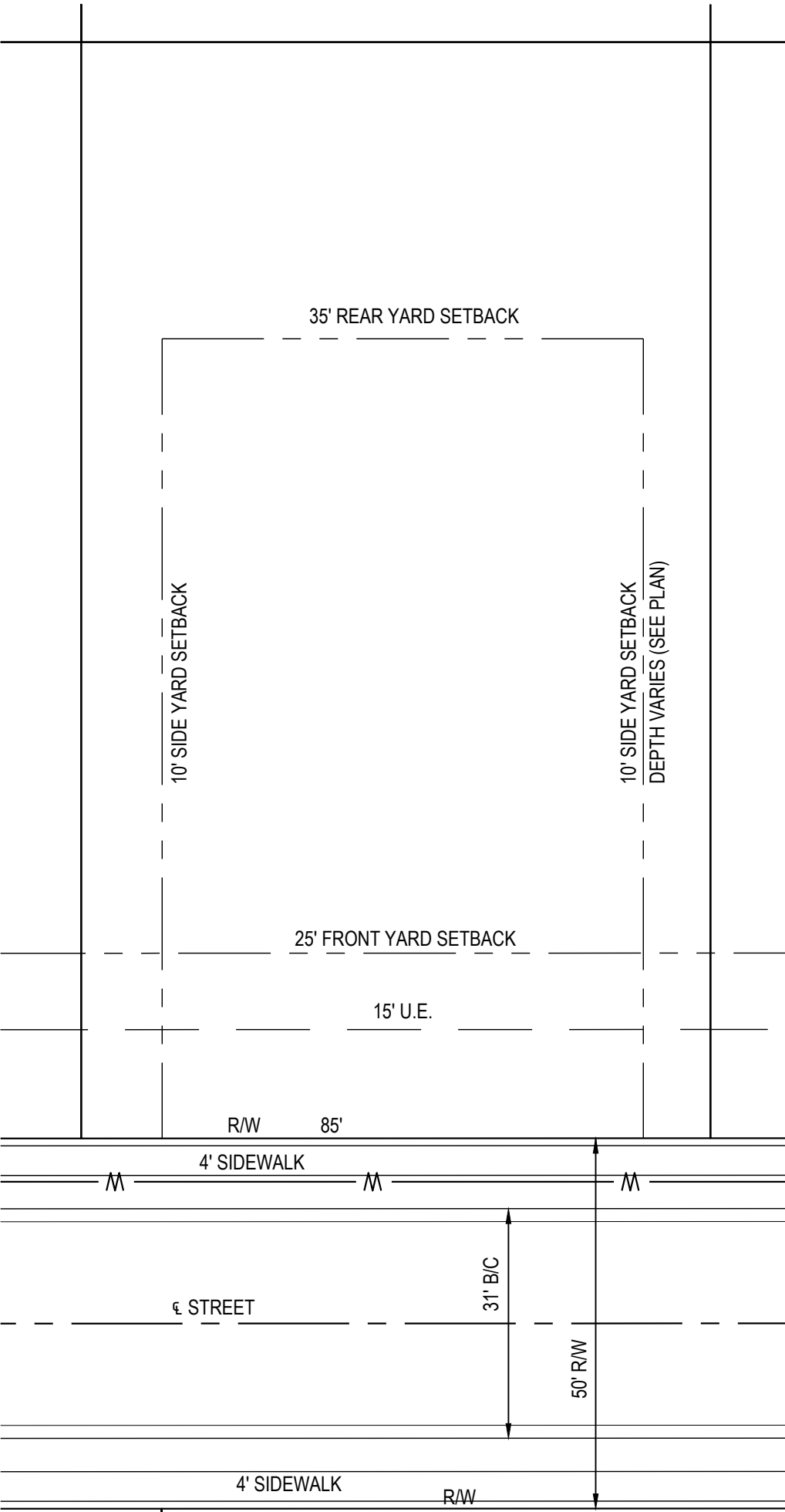
DDC MANAGEMENT, LLC.

HARPER CREEK

BROOKVILLE, OHIO

TITLE SHEET

ISSUE:
DEVELOPMENT PLAN
DATE:
02/11/2022
JOB NO.: 758340
DESIGN: JEE
DRAWN: SJS
CHECKED: JEE
SHEET NO.
1

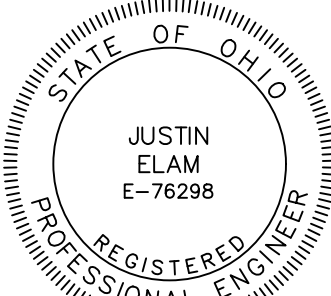


TYPICAL 85' LOT LAYOUT R1-B

SCALE 1" = 20'

85' LOTS

LOT WIDTH 85'
MIN. FRONT YARD SETBACK 25'
MIN. REAR YARD SETBACK 35' REAR MIN.
SIDE YARD SETBACK 10', 20' TOTAL MIN.
LOT AREA 10,000 SF



JUSTIN ELAM, P.E.
OHIO LICENSE NO. E-76298

02/11/22
DATE



AREA MAP
SCALE: 1" = 100'

SITE DATA TABLE	
SITE ACREAGE	18.072 ACRES
LOT COUNT	43
DENSITY	2.38 UNITS/ACRE
OPEN SPACE	1.32 AC (7.3%)

SHEET LIST TABLE	
Sheet Number	Sheet Title
1	TITLE SHEET
2	EXISTING CONDITIONS PLAN
3	SITE PLAN
4	UTILITY PLAN
5	DRAINAGE PLAN

EXHIBIT "A" LEGAL DESCRIPTION

FROM STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 2019120058 WITH A COMMITMENT DATE OF JANUARY 31, 2020 AT 7:59 PM.

PARCEL ONE:

LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWN 6, RANGE 4 EAST, CITY OF BROOKVILLE AND CLAY TOWNSHIP, MONTGOMERY COUNTY, OHIO, BEING ALL OF LOT 1744 OF THE CONSECUTIVELY NUMBERED LOTS OF THE CITY OF BROOKVILLE AND BEING ALL OF A 1-ACRE TRACT (BY DEED) AS CONVEYED TO CHARLES W. BRITTON AND GENEVA N. BRITTON, TRUSTEES OF THE BRITTON FAMILY TRUST DATED MAY 8, 2008 BY DEED RECORDED ON MICROFICHE NO. 01-032002 OF THE MONTGOMERY COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AS IRON PIN FOUND (58" DIA.) AT THE CENTERLINE INTERSECTION OF UPPER LEWISBURG SALEM ROAD AND ALBERT ROAD, SAID PIN BEING THE NORTHEAST CORNER OF SAID 1-ACRE TRACT AND THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE, WITH THE CENTERLINE OF SAID ALBERT ROAD AND WITH THE EAST LINE OF SAID 1-ACRE TRACT, SOUTH 01 DEGREES 01 MINUTES 07 SECONDS EAST FOR 208.72 FEET TO A MAG NAIL FOUND, SAID MAG NAIL BEING THE SOUTHWEST CORNER OF SAID 1-ACRE TRACT;

THENCE, WITH THE SOUTH LINE OF SAID 1-ACRE TRACT, SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST FOR 208.72 FEET TO AN IRON PIN FOUND (58" DIA.), SAID PIN BEING THE SOUTHWEST CORNER OF SAID 1-ACRE TRACT, PASSING AN IRON PIN FOUND (58" DIA.) IN THE FORMER WEST RIGHT-OF-WAY LINE OF SAID ALBERT ROAD AT 16.30 FEET ALONG THIS COURSE, ALSO PASSING A POINT IN THE CURRENT WEST RIGHT-OF-WAY LINE AS DESCRIBED IN A PERPETUAL EASEMENT FOR RIGHT-OF-WAY AS CONVEYED TO THE CITY OF BROOKVILLE, AN OHIO MUNICIPAL CORPORATION BY DEED RECORDED AS INSTRUMENT RECORD DEED NO. 04-01949 OF THE MONTGOMERY COUNTY DEED RECORDS AT 30.00 FEET ALONG THIS COURSE;

THENCE, WITH THE WEST LINE OF SAID 1-ACRE TRACT, NORTH 01 DEGREE 07 MINUTES 07 SECONDS WEST 208.72 FEET TO A MAG NAIL FOUND IN THE CENTERLINE OF SAID UPPER LEWISBURG-SALEM ROAD, SAID MAG NAIL BEING ALSO IN THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND SAID MAG NAIL BEING THE NORTHEAST CORNER OF SAID 1-ACRE TRACT, PASSING AN IRON PIN FOUND (58" DIA.) IN THE SOUTH RIGHT-OF-WAY LINE OF SAID UPPER LEWISBURG-SALEM ROAD AT 178.72 FEET ALONG THIS COURSE, THENCE, WITH THE CENTERLINE OF SAID UPPER LEWISBURG-SALEM ROAD AND WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND WITH THE NORTH LINE OF SAID 1-ACRE TRACT, NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST FOR 208.72 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.1442 ACRES WITHIN CLAY TOWNSHIP AND 0.8559 ACRES WITHIN THE CITY OF BROOKVILLE FOR A TOTAL OF 1.0001 ACRE MORE OR LESS AND SUBJECT TO ANY EASEMENTS, RESTRICTIONS, CONDITIONS, AND LEGAL HIGHWAYS OF RECORD PERTAINING TO ABOVE DESCRIBED TRACT.

SAVE AND EXCEPT:

A .856 ACRE OF LAND MORE OR LESS SOLD TO KEVIN N. REED AND BETH E. REED BY DEED DATED OCTOBER 15, 2008 AND RECORDED IN MONTGOMERY COUNTY DEED RECORDS INSTRUMENT NUMBER DEED 08-071758 0003. (PARCEL NUMBER C05 001019 0021)

LEAVING A TOTAL ACREAGE FOR SAID PARCEL IS: .144 ACRES MORE OR LESS.

NOTE: THIS DESCRIPTION DOES NOT CLOSE. IT IS MISSING THE LAST CALL.

PARCEL TWO AND THREE:

SITUATE IN THE TOWNSHIP OF CLAY AND THE CITY OF BROOKVILLE, COUNTY OF MONTGOMERY AND STATE OF OHIO; BEING PART OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWN SIX (6), RANGE FOUR (4) EAST, AND BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE AT THE NORTHEAST CORNER OF SAID QUARTER SECTION;

THENCE SOUTH 86° 54' WEST ON THE NORTH LINE OF SAID SECTION, 45.16 RODS TO AN IRON STAKE;

THENCE SOUTH 2° 35' EAST, 71.83 RODS TO AN IRON STAKE;

THENCE NORTH 87° 28' EAST, 31.75 RODS TO AN IRON STAKE;

THENCE SOUTH 2° 35' EAST, 13.6 RODS TO A CORNER IN THE CENTER OF THE BROOKVILLE AND SALEM PIKE. WITNESS AN IRON PIN BEARS NORTH 2° 35' WEST, 31.5 FEET DISTANT;

THENCE WITH SAID PIKE NORTH 47° 15' EAST, 17.54 RODS TO THE PLACE OF BEGINNING, CONTAINING 21 ACRES.

SAVE AND EXCEPTING ONE (1) ACRE OF LAND SOLD OFF THE SOUTHEAST CORNER THEREOF TO LEE MILLER, NOW KNOWN AS LOT 1741 OF THE CITY OF BROOKVILLE.

SAVE AND EXCEPT:

ONE ACRE OF LAND SOLD TO CHARLES W. BRITTON AND GENEVA NEOMA BRITTON BY DEED DATED MARCH 12, 1956, AND RECORDED IN MONTGOMERY COUNTY DEED RECORDS VOLUME 1763, PAGE 25 ON MARCH 12, 1956, AT 2:04 PM. SAID ONE ACRE IS MORE PROPERLY DESCRIBED AS FOLLOWS:

SITUATE IN THE TOWNSHIP OF CLAY AND THE CITY OF BROOKVILLE, COUNTY OF MONTGOMERY AND STATE OF OHIO; BEING PART OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR (34), TOWN SIX (6), RANGE FOUR (4) EAST, ETC. AND BEING PART OF THE SAME PREMISES DESCRIBED IN THE CONVEYANCE FROM RAYMOND L. HUNT, HUSBAND, TO HATTIE H. HUNT, HIS WIFE, DEED DATED SEPTEMBER 23, 1947, AND RECORDED IN DEED BOOK 1245, PAGE 581, OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO; BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF SAID QUARTER SECTION;

THENCE SOUTH 86° 54' WEST, WITH THE NORTH LINE OF SAID SECTION AND APPROXIMATE CENTER OF THE UPPER LEWISBURG AND SALEM ROAD FOR A DISTANCE OF TWO HUNDRED EIGHT AND SEVENTY-TWO HUNDREDTHS (208.72) FEET TO AN IRON PIN;

THENCE SOUTH 2° 35' EAST AND PARALLEL, WITH THE EAST LINE OF SAID QUARTER SECTION AND APPROXIMATE CENTER OF THE BROOKVILLE AND PHILLIPSBURG ROAD FOR A DISTANCE OF TWO HUNDRED EIGHT AND SEVENTY-TWO HUNDREDTHS (208.72) FEET TO AN IRON PIN;

THENCE NORTH 86° 54' EAST AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION AND UPPER LEWISBURG AND SALEM ROAD FOR A DISTANCE OF TWO HUNDRED EIGHT AND SEVENTY-TWO HUNDREDTHS (208.72) FEET TO AN IRON PIN IN THE EAST LINE OF SAID QUARTER SECTION AND APPROXIMATE CENTER OF THE BROOKVILLE AND PHILLIPSBURG ROAD;

THENCE NORTH 2° 35' WEST, WITH THE EAST LINE OF SAID QUARTER SECTION AND APPROXIMATE CENTER OF THE BROOKVILLE AND SALEM ROAD FOR A DISTANCE OF TWO HUNDRED EIGHT AND SEVENTY-TWO HUNDREDTHS (208.72) FEET TO THE PLACE OF BEGINNING, CONTAINING ONE ACRE (1) MORE OR LESS, SUBJECT, HOWEVER TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

NOW KNOWN AS LOT 1744 OF THE CITY OF BROOKVILLE. THE PARCEL DESCRIBED ABOVE IS NOW KNOWN AS LOT 1743 OF THE CITY OF BROOKVILLE.

SAVE AND EXCEPT:

ROADWAY EASEMENT:

BEING A PART OF LOT NUMBER 1743 OF THE CONSECUTIVE LOTS IN THE CITY OF BROOKVILLE OWNED BY CHARLES W. AND GENEVA N. BRITTON, TRUSTEES AS DESCRIBED IN DEED MICROFICHE 01-326 002, PARCEL NO. 2, SITUATE IN SECTION 34, TOWN 6, RANGE 4 EAST, CITY OF BROOKVILLE, MONTGOMERY COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, ALSO BEING THE INTERSECTION OF CENTERLINES OF ALBERT ROAD AND UPPER LEWISBURG AND SALEM ROAD;

THENCE, SOUTH 01°-06'-58" EAST, 208.72 FEET, ALONG THE EAST LINE OF SAID QUARTER SECTION AND THE CENTERLINE OF ALBERT ROAD TO THE SOUTHWEST CORNER OF LOT 1744;

THENCE, SOUTH 88°-22'-02" WEST, 16.50 FEET, ALONG THE SOUTH LINE OF LOT 1744 TO THE PRINCIPAL PLACE OF BEGINNING FOR THE EASEMENT HEREIN CONVEYED;

THENCE, SOUTH 01°-06'-58" EAST, 865.01 FEET, ALONG THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF ALBERT ROAD TO A POINT;

THENCE, SOUTH 58°-12'-53" WEST, 15.70 FEET, TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 1904;

THENCE, ON A NEW DIVISION LINE, NORTH 01°-06'-58" WEST, 872.89 FEET, PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION AND THE CENTERLINE OF SAID ALBERT ROAD TO AN IRON PIN WITH CAP SET ON THE SOUTH LINE OF LOT 1744;

THENCE, NORTH 88°-22'-02" EAST, 13.50 FEET, ALONG THE SOUTH LINE OF LOT 1744 TO THE PRINCIPAL PLACE OF BEGINNING.

CONTAINING 11,730.80 SQUARE FEET MORE OR LESS, OR 0.269 MORE OR LESS WITH ALL BEING SUBJECT TO

ANY LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

24.

THE ABOVE DESCRIPTION WAS PREPARED BY THOMAS L. COVERSTONE, OHIO PROFESSIONAL SURVEYOR NUMBER 7100, BASED ON A FIELD SURVEY BY SAME AND DATED DECEMBER 8, 2003.

PARCEL NO. C05-001-09-0020 C04-000100014 C04-00010-0005

COMMONLY KNOWN AS: 10400 UPPER LEWISBURG SALEM ROAD, UPPER LEWISBURG SALEM ROAD, AND UPPER LEWISBURG SALEM ROAD, MONTGOMERY COUNTY, OHIO.

PRIOR INSTRUMENT REFERENCE: FILED CONCURRENTLY HERewith

SURVEYORS CERTIFICATION

TO: DDC MANAGEMENT, LLC AND STEWART TITLE GUARANTY COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(a), 7(b)(1), 7(c), 8, 9, 11(b), 13, 14, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED IN MARCH OF 2021.

DATE OF PLAT OR MAP: APRIL 6, 2021

PRELIMINARY

MICHAEL JAY WILSON, P.S. STATE PROFESSIONAL SURVEYOR #8281

DATE

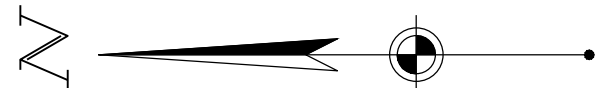
BENCHMARK DESCRIPTIONS

BM 1: CROSS NOTCH SET ON ARROW BOLT ON WEST SIDE OF A FIRE HYDRANT, ABOUT 50' SOUTH OF EAST UPPER LEWISBURG SALEM RD. ON THE EAST SIDE OF THE BROOKVILLE 76 FIRE STATION TRUCK ENTRY AND EXIT.

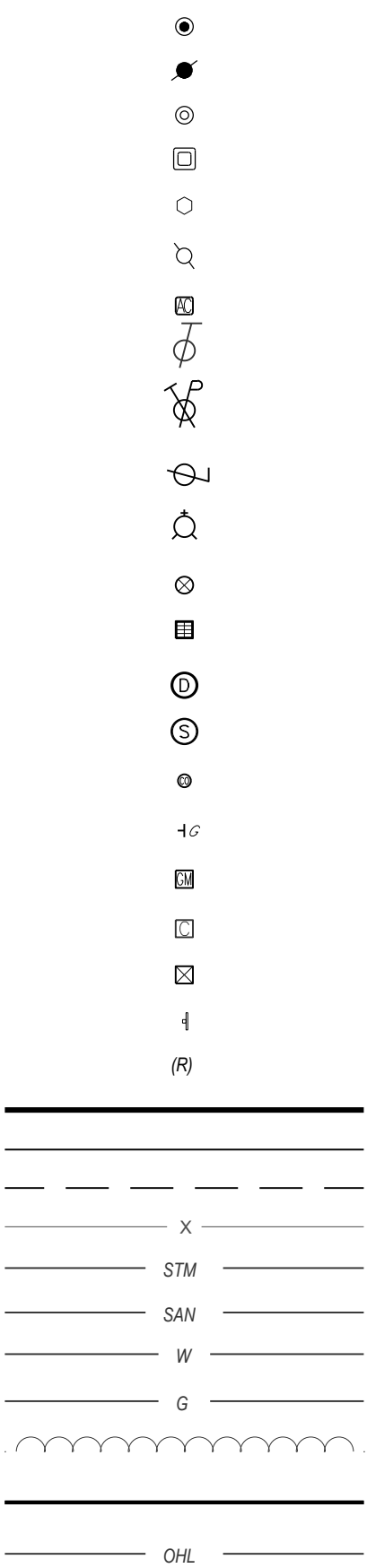
BM 2: CROSS NOTCH SET ON THE SOUTHWEST SIDE OF A FIRE HYDRANT, ABOUT THE RIGHT-OF-WAY OF ALBERT RD. ABOUT 50' SOUTH OF THE INTERSECTION OF UPPER LEWISBURG SALEM RD. AND ALBERT RD.

ALTA / NSPS LAND TITLE SURVEY

SECTION 34, TOWNSHIP 6, RANGE 4 EAST
CITY OF BROOKVILLE, MONTGOMERY COUNTY, STATE OF OHIO

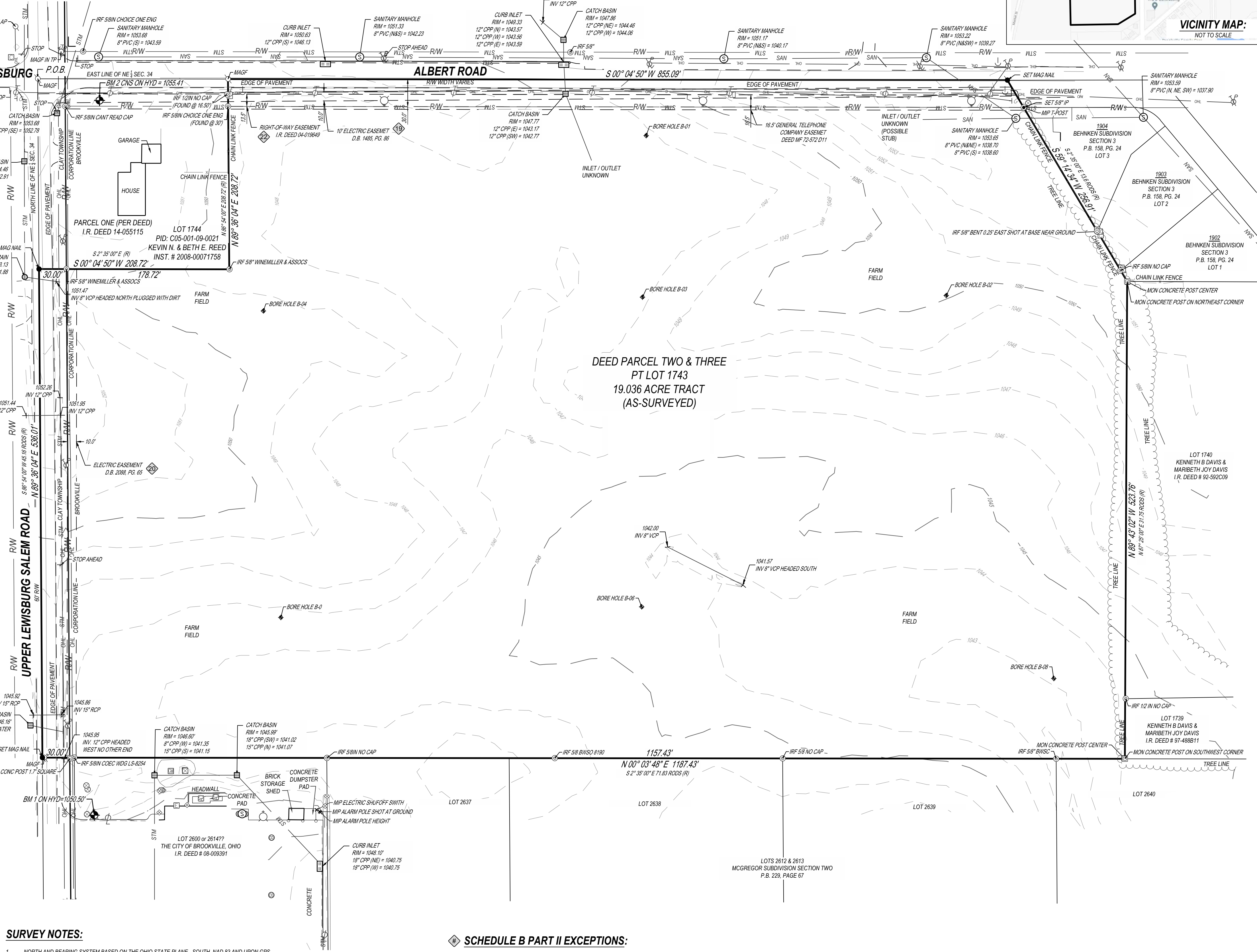


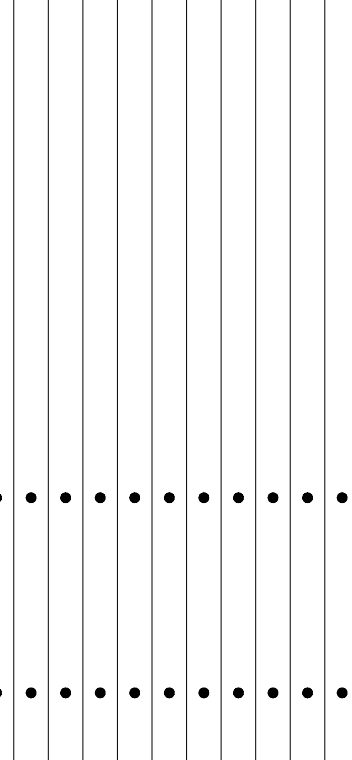
LEGEND:



BROOKVILLE PHILLIPSBURG ROAD

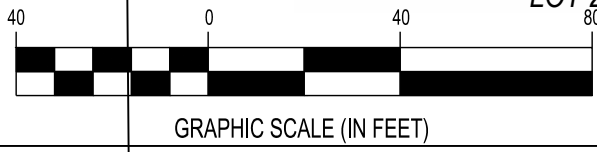
ALBERT ROAD

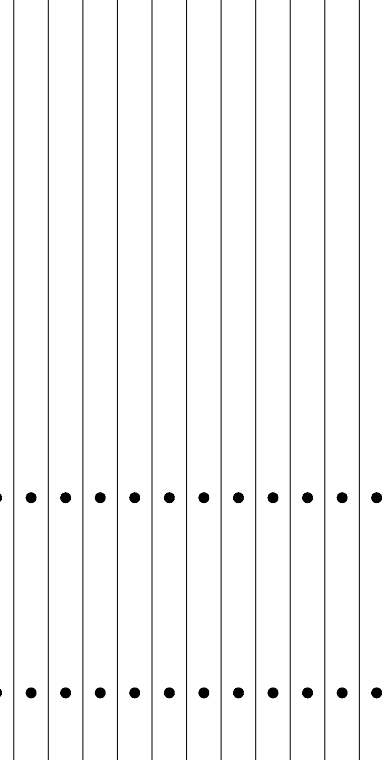




HARPER CREEK

ISSUE:	
DEVELOPMENT PLAN	
DATE:	
02/11/2022	
JOB NO.:	758340
DESIGN:	JEE
DRAWN:	SJS
CHECKED:	JEE
SHEET NO.	
3	





HARPER CREEK

ISSUE:	
DEVELOPMENT PLAN	
DATE:	
02/11/2022	
B NO.:	758340
SIGN:	JEE
DRAWN:	SJS
CHECKED:	JEE
SHEET NO.	
4	

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Statement of Commitments

Commitments concerning the use or development of real estate made in connection with the plan approvals for the Harper Creek (the “Development”) in Brookville, OH.

Commitments:

1. The same dwelling elevation shall not be constructed on any adjacent lot or the lot directly across the street to ensure significant architectural features will differentiate the dwellings within the community.
2. The Developer shall provide a Landscaping Buffer along the Development’s frontage on Upper Lewisburg Salem Rd and Albert Road. The Developer shall install native trees and shrubs within the Landscaping Buffer, which shall be maintained by the HOA. The native plantings shall be depicted in a Landscape Plan at the time of Development Plan approval. However, should the City of Brookville have plans to make improvements to Upper Lewisburg Salem Rd or Albert Road at the time of the Development’s Development Plan approval, and should the improvements impact the plantings depicted in the Landscape Plan, the Developer shall make a contribution in leu of installing landscaping to the City of Brookville at the time of development permit approval. The value of the contribution shall equal the market value of the plantings depicted in the Landscape Plan within the Landscaping Buffer at the time of development permit approval, and the City of Brookville shall be responsible for installing the plantings after the road improvements have been made.
3. The Developer shall install frontage sidewalks within the Right-of-Way along the Development’s frontage on Upper Lewisburg Salem Rd and Albert Road. However, should the City of Brookville have plans to make improvements to Upper Lewisburg Salem Rd or Albert Road at the time of the Development’s Development Plan approval, and should the improvements impact the frontage sidewalks depicted in the Development Plan, the Developer shall make a contribution in leu of installing frontage sidewalks to the City of Brookville at the time of development permit approval. The value of the contribution shall equal the market value of the frontage sidewalks depicted in the Development Plan at the time of development permit approval, and the City of Brookville shall be responsible for installing the frontage sidewalks after the road improvements have been made.
4. Should a Residential TIF be approved and established for the Development, the Developer shall install frontage sidewalks along Upper Lewisburg Salem Rd and Albert Rd in the Right-of-Way along Kevin and Beth Reed’s property’s frontage as part of the Development. The Developer shall not be financially responsible for acquiring Right-of-Way for the installations associated with this commitment. Should Right-of-Way not be made available to the Developer or should the City of Brookville have plans to make improvements to Upper Lewisburg Salem Rd or Albert Road at the time of the Development’s Development Plan approval, and should the improvements impact the frontage along Kevin and Beth Reed’s property, the Developer shall make a contribution in leu of installing frontage sidewalks to the City of Brookville at the time of development permit approval. The value of the contribution shall equal the market value of the frontage sidewalks depicted in the Development Plan at the time of development permit approval, and the City of Brookville shall be responsible for installing the frontage sidewalks after the road improvements have been made.

DRAFT



ARBOR
H O M E S

A BERKSHIRE HATHAWAY COMPANY

BUILDING GREAT NEIGHBORHOODS AND HOMES FOR
PEOPLE TO **CELEBRATE LIFE**

DRAFT



ASPEN ELEVATION B

DRAFT



BRADFORD ELEVATION A

DRAFT



CHESTNUT ELEVATION C

DRAFT



COOPER ELEVATION B

DRAFT



COTTONWOOD ELEVATION A

DRAFT



EMPRESS CRAFTSMAN

DRAFT

MULBERRY TRADITIONAL



DRAFT



NORWAY ELEVATION A

DRAFT



SPRUCE TUDOR

City of Brookville, Ohio

R-1B Application and Development Plan Submittal

Submitted on: 3-10-2022

Contact: Austin Schile

Arbor Homes
9225 Harrison Park Ct
Indianapolis, IN 46216
317-674-7600

R-B1 Requirements:

- 1123.02 Uses
 - a) Permitted Uses: The proposed Single Family Residential use is a permitted use
 - b) Special Uses: N/A
- 1123.03 Site Development Regulations (Permitted Uses Only)
 - a) Lot Requirements
 1. Minimum lot area: 10,000 square feet – Proposal meets requirement
 2. Minimum lot frontage: 85 feet – Proposal meets requirement
 - b) Yard Requirements
 1. Minimum front yard depth: 25 feet – Proposal meets requirement
 2. Minimum rear yard depth: 35 feet – Proposal meets requirement
 3. Minimum side yard width: 10 feet – Proposal meets requirement
 4. Minimum side yard width: 20 feet sum of both – Proposal meets requirement
 - c) Structural Requirements
 1. Maximum building height: 35 feet – Proposal meets requirement
 2. Minimum floor area: 1,600 square feet – Proposal meets requirement
 - d) Parking Requirement
 1. Off-street Parking: One and two-family dwellings. The off-street parking facilities required for one and two-family dwellings should be located on the same lot or plot of ground as the building they are intended to serve, but shall not be considered a parking lot under the provisions of this chapter. – Proposal meets requirements
 - e) Signs: Chapter 1161 – Proposal shall meet requirements of Chapter 1161, when applicable

High-level Development Schedule

- **Preliminary Plan Approval, Planning Commission – March 2022**
- **Preliminary Plan Approval, City Council – April 2022**
- **Construction Drawing Submittal to City – June 2022**
- **Construction Drawing Approval – July 2022**
- **Begin Construction – July/August 2022**
- **Construction on 43 Lots Complete – November 2022**
- **Model Home Completion – Spring 2023**
- **First Homes Completed – Spring 2023**
- **Final Home Sale – Spring 2024**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

[SUBDIVISION NAME] SUBDIVISION

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
[SUBDIVISION NAME] SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) of [Subdivision Name] subdivision (hereinafter “Subdivision,” “Community” or “[Subdivision Name]”) is made this ____ day of _____, 202__, by [DEVELOPER] (the “**DECLARANT**”).

WITNESSETH:

RECITALS

WHEREAS, **DECLARANT** is the Owner of real estate in [County Name] County, State of Ohio, more particularly described in **Exhibit A** attached and made a part hereof, comprised of approximately ____ acres; and

WHEREAS, **DECLARANT** desires and intends to create on the Real Estate a residential community with public streets, with identification signage, and complimentary landscaping at the entranceway and with open spaces and with common areas for surface water management while also serving as open space, all for the benefit of such residential community, to be known as “[Subdivision Name] Subdivision” as shown on **Exhibit B**; and

WHEREAS, **DECLARANT** intends to develop the [Subdivision Name] Subdivision in separate sections, all of which comprise the [Subdivision Name] Subdivision, beginning with an initial section comprised of approximately ____ acres known as [Subdivision Name] Section 1 as shown on **Exhibit C**; and

WHEREAS, **DECLARANT** desires to provide, subject to this Declaration, a common interest community which addresses commonly owned real estate, their maintenance and other obligations, and the finances to honor these and other community obligations; and

WHEREAS, **DECLARANT** desires to subject the Initial Tract to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Initial Tract and each Owner of all or part thereof; and

WHEREAS, **DECLARANT** deems it desirable, to accomplish these tasks in said Initial Tract, to create an organization to which shall be delegated and assigned the powers of supervising, maintaining and administering any common areas and maintenance expense areas detailed in the Initial Tract, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed

and created hereby and hereunder, and promoting the common interest of the Owners of the Initial Tract, and all parts thereof; and

WHEREAS, **DECLARANT** has caused “[Subdivision Name] Homeowners Association, Inc.” to be incorporated under the provisions of Chapter 1702 of the Ohio Revised Code, as the referenced organization for the purpose of exercising such functions;

NOW THEREFORE, **DECLARANT**, as Owner of the Initial Tract hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

(a) “Additional Property” shall mean any real estate, excluding the Initial Tract, which may in part or in total be made subject to this Declaration but ONLY if the Additional Property is developed as a subdivision for detached single family homes;

(b) “Applicable Date” shall mean and refer to the date determined pursuant to Article IV of this Declaration; and refers to the time at which the **DECLARANT** relinquishes control of the governance of the Association as detailed on Article IV;

(c) “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;

(d) “Association” or “HOA” shall mean and refer to [Subdivision Name] Homeowners Association, Inc., an Ohio corporation organized under Chapter 1702 of the Ohio Revised Code, which **DECLARANT** has caused to be incorporated under said name, and its successors and assigns;

(e) “Board” or “Board of Directors” shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration;

(f) “Bylaws” shall mean and refer to the Code of Regulations of the Association attached hereto as Exhibit D, as the same may be amended from time to time;

(g) “Code” shall mean and refer to the Ohio Nonprofit Corporation Law, Chapter 1702 of the Ohio Revised Code, as amended;

(h) “Committee” shall mean and refer to the “[Subdivision Name] Architectural Control Committee”, the same being the committee or entity established pursuant to Article IX of this Declaration for the purposes therein stated;

(i) “Common Areas” denominated by such title on recorded plats (“Plats”) of this community and will ultimately be transferred in legal title to the HOA by the **DECLARANT** and thereafter be commonly owned by the HOA. Common areas limited in use to less than all of the Owners, if any, are labeled “Limited Common Area.” All common areas not labeled Limited Common Area are “General Common Areas” available to all Owners in the Subdivision.

Subject to the tree preservation requirements contained herein, the HOA at all times herein has rights as respects these common areas to regulate the use thereof, to make and/or remove improvements thereon (except for the removal of fencing installed by **DECLARANT** (other than to repair or replace such fencing)), including but not limited to landscaping, and to provide utilities thereto with the attendant responsibility to care for and maintain same. Illustrative of such areas are the common areas denominated as such on Exhibit B.

The **DECLARANT** expects to convey legal title to Common Areas to the HOA as soon after the Applicable Date as any related mortgage of **DECLARANT** thereon is satisfied in full but reserves the right to transfer such title earlier in **DECLARANT’s** sole discretion. The Board, after the initial Board is replaced, is empowered to accept title subject to a mortgage if it is satisfied with assurances of payment thereof by **DECLARANT**. **DECLARANT** reserves the right to relocate and/or reconfigure the open space or common areas as precise engineering for the site may dictate;

(j) “Common Expenses” shall refer to expenses of administration of the HOA and for their exercised rights and obligations detailed in the definitions for “Common Areas” and “Maintenance Expense Areas” and shall also include the cost of overseeing areas designated on recorded Plats of [Subdivision Name] labeled “Common Area”;

(k) “Community” or “Project” refers to the [Subdivision Name] area depicted on Exhibit B as it is developed and as it continues to exist after the Applicable Date;

(l) “**DECLARANT**”, ALSO KNOWN AS “**DEVELOPER**”, SHALL MEAN AND REFER TO [**DEVELOPER**] AND ANY SUCCESSORS AND THEIR ASSIGNS INCLUDING, BUT NOT LIMITED TO, ANY MORTGAGEE ACQUIRING TITLE, TO ANY PORTION OF THE REAL ESTATE PURSUANT TO THE EXERCISE OF RIGHTS UNDER, OR FORECLOSURE OF, A MORTGAGE EXECUTED BY **DECLARANT**;

(m) "Dwelling Unit" shall refer to a single free-standing residential structure on an individual lot or multiple lots;

(n) "Initial Tract" shall refer to the **Exhibit C** real estate to be platted [Subdivision Name] Section 1, and shall be comprised of ____ Lots;

(o) "Lot" means any plot of ground designated as such upon the recorded final plat(s) of [Subdivision Name] (the "Final Plat(s)"), and upon which one (1) Dwelling Unit is constructed or is to be constructed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon;

(p) "Maintenance Expense Areas." Certain aesthetic, informational and other amenities influenced by the natural features of the Real Estate have been used in the development design to differentiate this community from other communities. As a consequence thereof, easement areas or improvements in dedicated rights-of-ways have or will be created shown on recorded plats that reserve to **DECLARANT** and after the Applicable Date the HOA certain rights and/or responsibilities. Illustrative of these areas are the following:

- (1) Common Areas and any dedicated common access thereto. These areas shall not include easement areas across lots nor any Tree Preservation Areas on such lots, which maintenance shall be the responsibility of the respective Owners.
- (2) The identification walls at the Community entrances and complimentary landscaping and possibly water and electric service for such identification within easements designated on recorded plats.
- (3) If the **DECLARANT** or the HOA after the Applicable Date contracts, under lease, with an electric utility to install street lighting in [Subdivision Name] the lease payments shall be a common expense.
- (4) Maintenance and repair of the fencing in Common Areas as indicated on the Plat for the Subdivision, and maintenance and preservation of trees in any Tree Preservation Areas in the Common Areas.

(q) "Member" means a Member of the Association;

(r) "Mortgagee" shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;

(s) "Open Space Areas/Common Areas." In addition to the retention ponds being open space areas, other space labeled as noted is contemplated, some of which may be Limited Common Area;

(t) "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

(u) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(v) The "Real Estate" shall mean and refer to the parcel of real estate in [County Name] County, Ohio, described in Exhibit "A" attached to this Declaration and subject thereto, as referred to in the first recital clause of this Declaration;

(w) The description of "[Subdivision Name], Section 1" consists of _____ (____) Lots numbered 1 through ____ inclusive. Consequently, the legal description for each Lot in this subdivision shall be as follows:

Lot ____ in [Subdivision Name], Section 1, a subdivision in [County Name] County, Ohio, as per plat thereof, recorded [Month] [Day], 20__ as [Plat Book _____, Page _____ OR Instrument # _____] in the Office of the Recorder of [County Name] County, Ohio.

(x) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time (see Article X);

(y) "Rules and Regulations" are the rules and regulations relative to the use, occupancy, operation and enjoyment of the Real Estate, Common Areas and individual Lots that are part of this Subdivision.

(z) "Tree Preservation Area(s)" shall mean those areas designated as such on any Plat, subject to drainage improvements, drainage easements as required by applicable law or local authority, and such other easements as are shown on the Plats or other plans for the Community.

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II DECLARATION

DECLARANT hereby expressly declares that the Initial Tract shall be held, transferred and occupied subject to the Restrictions as covenants running with the Real Estate. The Owners of any Lot subject to these Restrictions, and all other Persons, by (i) acceptance of a deed

conveying title thereto, or the execution of a contract for the purchase thereof, whether from **DECLARANT** or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of **DECLARANT**, the Committee and of the Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with **DECLARANT**, the Committee, the Association, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

ARTICLE III OBLIGATIONS OF DECLARANT

DECLARANT has constructed or provided for, or will prior to the Applicable Date construct or provide for, the following:

- (a) a storm drainage system for the Initial Tract, including structures and drainage courses;
- (b) at the sole discretion of the **DECLARANT**, the installation in the designated easements of the subdivision identification signage and landscaping at the entranceway to [Subdivision Name] and possible water and electric service to accommodate same; and
- (c) the Common Areas described in Article I(1)(i).

ARTICLE IV ASSOCIATION; MEMBERSHIP; VOTING; FUNCTIONS

Section 1. Membership in Association. **DECLARANT** and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and membership will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association.

Section 2. Voting Rights. The Association shall have the following classes of membership, with the following voting rights:

(a) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine and as amplified in the Bylaws if such determination is unavailable, but in no event shall more than one (1) vote be cast with respect to any such Lot. Attendance at properly called Association meetings by one Member of a jointly titled Lot shall vest in such sole attending Member the entire one (1) vote;

(b) Class B. Class B Members shall be **DECLARANT** and all successors and assigns of **DECLARANT** designated herein as **DECLARANT** as Class B Members in a written notice mailed or delivered to the resident agent of the Association. Each Class B Member shall be entitled to four (4) votes for each Lot designated on the [Subdivision Name] Subdivision Exhibit B on all matters requiring a vote of the Members of the Association. **THE CLASS B MEMBERSHIP SHALL CEASE AND TERMINATE UPON THE FIRST TO OCCUR OF:**

(i) THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE WRITTEN RESIGNATION OF THE CLASS B MEMBERS IS DELIVERED TO THE RESIDENT AGENT OF THE ASSOCIATION; OR

(ii) THIRTY (30) DAYS AFTER THE DATE WHEN ALL LOTS SUBJECT TO THIS DECLARATION ARE TITLED IN NAMES OTHER THAN THE **DECLARANT** OR AN ASSIGNEE OF THE **DECLARANT**.

THE DATE DETERMINED BY SECTION 2(B) ABOVE IS HEREINAFTER REFERRED TO AS THE "APPLICABLE DATE".

After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B Member shall be entitled to one (1) Class A membership for each Lot owned.

The total possible votes for Class A Members prior to the Applicable Date considering only the Initial Tract is _____. The total votes for Class B Members prior to the Applicable Date considering only the Initial Tract is _____.

Section 3. Functions. The Association has been formed for the purpose of providing for the maintenance, repair, replacement, administration, operation of the Article III matters and, to pay any other necessary expenses and costs related thereto, and to perform such other functions as may be designated for it to perform under this Declaration.

ARTICLE V BOARD OF DIRECTORS

Section 1. Management. The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a Member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by **DECLARANT** as provided in Section 2 of this Article V.

Section 2. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated in the Articles of Incorporation and the Bylaws (herein referred to as the "Initial Board" or "Board"), who have been or shall be appointed by **DECLARANT**. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Code (a) the Initial Board shall hold office until the first annual meeting of the Members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by **DECLARANT**, who shall thereafter be deemed a Member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type of judicial acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed **DECLARANT** as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as **DECLARANT** determines, on all matters as to which Members of the Association are entitled to vote under the Declaration, the Articles, the Bylaws, the Code or otherwise. This appointment of **DECLARANT** as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original Member thereof or as a Member thereof appointed by **DECLARANT** to fill a vacancy, shall be deemed a special member ("Special Member") of the Association and an Owner solely for the purpose of qualifying to act as a Member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Association nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Association).

Section 3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Section 4. Term of Office, Vacancy and Number of Directors After the Applicable Date.

(a) Term. Subject to the provisions of Section 2 of this Article V, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date provided herein. After the Applicable Date, each Member of the Board of Directors shall be elected for a minimum term of one (1) year. Each Director shall hold office throughout the term of such Director's election and until a successor is elected and qualified.

(b) Number of Directors After Applicable Date. The number of Directors to serve on the Board after the Applicable Date shall be a minimum of three (3) with a maximum of nine (9).

(c) Vacancies. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board after the Applicable Date shall be filled by a vote of a majority of the remaining Members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy. Any vacancy in a Director position that was appointed by **DECLARANT** must be replaced by a person designated by **DECLARANT**.

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified. Any vacancy in a Director position that was appointed by **DECLARANT** must be replaced by a person designated by **DECLARANT**.

Section 6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection of Regular Assessments and/or Special Assessments (collectively, the "Assessments") and other income, and disbursement of the Common Expenses. After the Applicable Date, the Board may employ a managing agent ("Managing Agent") upon such

terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

(a) procuring of utilities used in connection with the Lots, Dwelling Units and Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);

(b) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;

(c) preparation of the proposed annual budget, a copy of which will be distributed, delivered and otherwise made available to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

(d) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be distributed, delivered and otherwise made available to each Owner simultaneously with the distribution and publication of the proposed annual budget for the current year;

(e) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours by reasonable pre-arrangement;

(f) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverages required under this Declaration, the Code, Chapter 5312 of the Ohio Revised Code, and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(g) paying any other necessary expenses and costs in connection with the Common Areas (including open space common areas) and including the overseeing of open space preservation areas that are not common areas but instead are impositions by easement within the confines of Lots; and

(h) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws, the Code or Chapter 5312 of the Ohio Revised Code.

Section 7. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties;

(b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;

(e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association;

(g) to promulgate, adopt, revise, amend and alter from time to time such additional Restrictions, Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate (Lots) and the Common Areas (in addition to those set forth in this Declaration) including but not limited to charging uniform fees for the use of Common Areas and to set and charge fees for late payment of assessments and fines for violations of Restrictions, Rules and Regulations as the Board, as allowed by Ohio law, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; any elimination, modification, or addition of Restrictions, Rules and Regulations shall require the written approval of the **DECLARANT** so long as **DECLARANT** owns any lot, which approval shall not be unreasonably delayed, conditioned, or withheld.

(h) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units, and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service, provided that such easements are located within or are coextensive with any one or more utility easements, maintenance and access easement, landscape and maintenance easements, shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded;

(i) shall have the right to convey title of Common Area to Owners to correct any overlaps or encroachments; and

(j) to borrow funds to perform its duties for the benefit of the Association and Owners and use the assessments as collateral, if collateral is required, to secure such financing.

Section 8. Limitation on Board Action. After the Applicable Date, the authority of the Board shall be in accordance with Chapter 5312 of the Ohio Revised Code, and further limited to contracts involving a total expenditure of less than Thirty Thousand and No/100 Dollars (\$30,000.00) per year without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 9. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 10. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 11. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorney fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no

Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors. All Directors shall sign a commitment of professional behavior and agreement to avoid conflicts of interest.

Section 12. Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 13. Initial Management. Notwithstanding anything to the contrary contained in this Declaration, **DECLARANT** shall have, and **DECLARANT** hereby reserves to **DECLARANT**, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. **DECLARANT** may, at its option, engage a Managing Agent affiliated with it to perform such functions and, in either case, **DECLARANT** or such Managing Agent shall be entitled to reasonable compensation for its services so long as **DECLARANT** secures **DECLARANT's** written consent to a required written contract which will not be unreasonably delayed, conditioned, or withheld. After the Applicable Date, the HOA shall be required to hire a professional management company, as a Managing Agent, to perform the administration duties of the HOA, including accounting, billing, contracting and other similar duties.

ARTICLE VI

REAL ESTATE TAXES; UTILITIES

Section 1. Real Estate Taxes. Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot.

Section 2. Utilities. Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit including utilities (if any) to community identification signage shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

ARTICLE VII
ENCROACHMENTS AND EASEMENTS IN COMMON AREAS

If by reason of inexactness of construction, settling after construction, or for any other reasons, any Common Areas encroach on any Lot, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of such Common Areas.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, in the Common Areas and serving his Dwelling Unit.

ARTICLE VIII
DELINEATION OF HOMEOWNERS ASSOCIATION VERSUS LOT OWNERS'
MAINTENANCE, ETC. OBLIGATIONS

Section 1. Homeowners Association Obligations. Maintenance of the Common Areas, unless the same is otherwise the responsibility or duty of Owners of Lots shall be provided by the Association, however, this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system.

Section 2. Maintenance of Individual Lots. Except as otherwise noted, each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon not provided by the Association in a good, clean and sanitary condition, with an appearance which is complementary to the Subdivision. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition with an exterior appearance up to the general standards of [Subdivision Name] Subdivision, the Association may perform any work necessary and charge the Owner thereof for such cost which shall be immediately due, and shall be secured by the Association's lien on the Owner's property in like manner to liens created for Assessments hereunder. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Association, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to affect the maintenance, cleaning, repair or other work permitted herein and agrees to reimburse the Association for all legal and administrative charges and court cost incurred to require an Owner to comply with the covenants, restrictions and rules and regulations of the Association.

Section 3. Damage to or Abuse of Common Area. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, or invitee or other occupant or visitor of the Owner, damage is caused to Common Areas or repairs and maintenance are accelerated relative to the Association's obligations and some maintenance or repairs are required, the Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien in like manner to the lien under Assessments may attach

to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Association.

Section 4. Access to Lots and Easements. The authorized representatives of the **DECLARANT**, the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and items, including, but not limited to, access to any easements reserved, granted or created by any [Subdivision Name] subdivision plat or of any portion of the Real Estate for such purposes.

Section 5. Storm Water Quality and Best Management Practices. This Community has been designed and developed in accordance with the City of _____'s Storm Water Drainage Ordinance. As part of said ordinance, it is required to install and maintain devices known as Best Management Practices ("BMP's"). BMP's are designed to filter impurities in the storm water runoff from the community, preventing said impurities from entering into creeks, streams and rivers and are generally located near the detention ponds at the outlets of the storms sewers. Over time, as these impurities are collected within the BMP's, it will become necessary to have the impurities removed. Upon recording of the plats for the Community, the Association shall become responsible for the operation and maintenance and any costs or fees associated with all BMP's installed in the Community.

As part of the pre-construction approval process, the City of _____ requires that "BMP Operation and Maintenance Manuals" be submitted for the Community. By reference hereto, all BMP Operation and Maintenance Manuals that have been submitted are incorporated into and made a part of this Declaration. Any additional BMP Operation and Maintenance Manuals that are submitted for the Community, if any, shall also be incorporated into and made a part of this Declaration by reference.

ARTICLE IX ARCHITECTURAL STANDARDS

Nothing, including any fence, deck, retaining walls, recreational equipment (including basketball goals, swing sets and play sets or other play equipment), or any structure, storage shed, doghouse or other improvements, shall be erected on any Lot, and no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of any residence or existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Committee has been obtained pursuant to Section 1 below.

THIS ARTICLE SHALL NOT APPLY TO THE ACTIVITIES OF THE DECLARANT NOR TO CONSTRUCTION OR IMPROVEMENTS OR MODIFICATIONS TO THE COMMON AREAS BY OR ON BEHALF OF THE ASSOCIATION.

THIS ARTICLE MAY BE AMENDED BY **DECLARANT**, BUT NOT WITHOUT THE **DECLARANT'S** WRITTEN CONSENT SO LONG AS THE **DECLARANT** OWNS ANY LAND SUBJECT TO THIS DECLARATION, WHICH CONSENT SHALL NOT BE UNREASONABLY DELAYED, CONDITIONED OR WITHHELD.

This Committee has the right to assign to the property manager to approve some or all Architectural Control Requests that fall within the scope of the Architectural Standards, Guidelines, Rules and Covenants. If the property manager determines the documents provide inadequate direction the property manager should seek guidance from the Committee and the Board of Directors.

Section 1. Architectural Control Committee. There shall be, and hereby is, created and established the "[Subdivision Name] Architectural Control Committee" ("Committee"), consisting of **DECLARANT**, which shall have exclusive jurisdiction over all construction on any portion of the Lots. UNTIL ONE HUNDRED PERCENT (100%) OF THE LOTS HAVE BEEN DEVELOPED AND CONVEYED TO PURCHASERS in the normal course of development and sale, the **DECLARANT**, or not more than five (5), nor less than three (3), Persons designated by it, SHALL CONSTITUTE THE COMMITTEE AND SHALL SERVE AT THE DISCRETION OF THE **DECLARANT**. THERE SHALL BE NO SURRENDER OF THIS RIGHT PRIOR TO THAT TIME EXCEPT IN A WRITTEN INSTRUMENT IN RECORDABLE FORM EXECUTED BY THE **DECLARANT**. **DECLARANT** RESERVES THE RIGHT TO DELEGATE COMMITTEE RIGHTS TO ANY OTHER ENTITY AT **DECLARANT'S** DISCRETION. After the sale of one hundred percent (100%) of the Lots, the Committee shall be a standing committee of the Association, consisting of not more than five (5), nor less than three (3), Persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not at any time provide for the Committee, then the Board shall be and constitute the Committee.

Section 2. Approval Process. The Committee has prepared and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies are on file in the office of the **DECLARANT** (or the Association, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Association, and the Committee shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction, modification, addition or alteration made on or to any existing structure, upon all or any portion of the Lots and such Owners and builders shall conduct their operations strictly in accordance therewith. The Committee, or its designee, must give written approval, not to be unreasonably withheld, for any building contractor selected by the Owner for construction.

Prior to any construction on any Lot, the approval of the Committee must be obtained after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be made in the manner and

form prescribed from time to time by the Committee in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation as determined by the Committee.

Section 3. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

- (a) the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the Committee;
- (b) the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the Committee acting in good faith;
- (c) the proposed improvement, or any part thereof, would, in the sole opinion of the Committee acting in good faith, be contrary to the interest, welfare or rights of all or part of other Owners; or
- (d) the removal or placement of landscaping or structures in the open space preservation easements.

Section 4. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) calendar days after all required information has been submitted to it. One copy of the submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons therefore. In the event that the Committee fails to provide written notice of approval or to request written notice for additional information within forty-five (45) days after submission of all required or requested information, the plans shall be deemed and presumed denied. APPROVAL BY THE COMMITTEE MUST BE IN WRITING, AND NO VERBAL APPROVALS ARE ALLOWED OR AUTHORIZED.

Section 5. No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 6. Variance. The Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the Committee shall not be considered hardships warranting a variance.

Section 7. Compliance with Guidelines. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Committee may be excluded by the Committee from the Real Estate without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by **DECLARANT** or the Association.

Section 8. Non-Liability of DECLARANT and Committee. Neither the **DECLARANT** nor the Committee shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, neither the Committee nor the **DECLARANT** makes, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

Section 9. Inspection. The Committee and the **DECLARANT** and/or any property management organization's personnel may inspect work being performed to assure compliance with these Restrictions, the plat restrictions and applicable regulations. However, neither the Committee, nor any member thereof, nor the **DECLARANT**, nor any agent or contractor employed or engaged by the Committee, or the **DECLARANT** shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee, the **DECLARANT** shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

Section 10. No Compensation. Neither the Committee nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in this Declaration.

ARTICLE X USE RESTRICTIONS/COVENANTS AND REGULATIONS

The following covenants and restrictions contained below and made a part hereof concerning the use and enjoyment of the Lots, Dwelling Units, and Common Areas (and Article VIII) are in addition to any other covenants or restrictions contained herein and in the Final Plat(s) of [Subdivision Name]. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and are enforceable by an Owner, or by the Association. In addition to any other remedies herein provided, present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof including reasonable attorney fees, but there shall be no right or reversion or forfeiture resulting from such violation.

Section 1. Intentionally Omitted.

Section 2. DECLARANT'S and the Association's Rights to Perform Certain Maintenance and Removal. In the event that the Owner of a Lot shall fail to maintain his Lot and any improvements, or remove any unauthorized item or structure situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the **DECLARANT**, until the Applicable Date, and, thereafter, the Association through its agents and employees or contractors, should have the right to enter upon said Lot and repair, mow, clean, remove or perform such other acts as may be reasonable necessary, to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such plat. The cost thereof to the **DECLARANT** or the Association shall be collected as a special assessment against such Owner and his Lot in the manner provided for herein for the collection of Common Expenses. Neither the **DECLARANT** nor the Association, nor any of its agents, employees or contractors, shall be liable for any damage with may result from any maintenance work performed hereunder.

Section 3. Ditches and Swales and Erosion Control. It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the Owner of any Lot to establish as needed and to maintain all erosion control on his or her respective Lot.

Section 4. Drilling. No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

Section 5. Ground Elevations and Erosion Control. It shall be the Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the [City/Town] of _____, [County Name] County as evidenced upon the final construction plan for the development of this subdivision.

Section 6. Insurance Impact. Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot which will result in a cancellation of insurance on any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

Section 7. Landscape Easements. There are strips and areas of ground shown titled as various easements on the Final Plat for the Real Estate which are hereby reserved for the use of Owners of Lots to the extent and limited for the purposes set forth in the Declaration and for the use of **DECLARANT** and Association for the installation, maintenance, repair and replacement of the matters detailed in Article I(1)(i) requiring maintenance. Except as installed and maintained by Owners, pursuant to the requirements of the Declarations, or by **DECLARANT** and the Association, no permanent or other structure (except walls, sidewalks and fences otherwise permitted hereby or by the **DECLARANT** and approved by the Board) shall be erected or maintained on said strips and areas by the Owner of any Lot subject to any such "Landscape Easement", and the Owners of such Lots affected by any such "Landscape Easement" shall take and hold title to their Lots subject to the foregoing rights of the **DECLARANT** and the Association and shall not do or permit to be done anything which will obstruct or interfere with or remove any installations or landscaping made by the **DECLARANT** or Association in any such "Landscape Easement". The foregoing grant of rights to the **DECLARANT** shall not impose an obligation on the **DECLARANT** to undertake such maintenance unless it elects to do so.

Section 8. Tree Preservation. Owners of Lots shall not remove trees or vegetation within the Tree Preservation Areas except as necessary for the clearing of dead trees, the clearing of noxious weeds, or the removal of trees as necessary for public health and safety. Except as set forth in the preceding sentence, each tree within the Tree Preservation Areas which is badly damaged or destroyed by a builder or by an Owner during the course of construction activities or after occupancy shall be replaced within one (1) year with a tree which is at least two and one-half inches (2.5") in diameter (measured six inches (6") above the

ground). Any trees which are replaced pursuant to the terms and conditions of this paragraph and which die within one (1) year of their planting shall promptly be replaced with a substantially similar tree. The person responsible for replacing such tree hereunder, either initially or, if necessary, within the one (1) year period of their planting, will be the Owner of the Lot upon which the tree was originally located or, if the tree was damaged or destroyed by a builder or another Owner in the course of construction of a dwelling on another Lot in the Subdivision, the Owner of the Lot upon which such dwelling was being constructed will be responsible for replacing any such tree within the Tree Preservation Area. Similarly, any other vegetation (shrubs, wild flowers, underbrush, etc.) that is damaged or destroyed shall be replaced with similar plants, with the responsibility for replacement being consistent with that described above for trees. The provisions of this Section imposing responsibility upon an Owner for the replacement of any such tree are for the benefit of the Association and Subdivision and shall not be deemed or construed as limiting, in any way, the liability of any builder to any Owner and/or the Association for any damage to any trees in the Tree Preservation Areas. Trees and vegetation within any such Tree Preservation Areas shall be permanently maintained by the Owner of the applicable portion of the Real Estate and successors in title. Periodic maintenance, seasonal plantings and the like shall not be subject to the restriction in this Section. During construction, builders shall provide adequate physical barriers such as straw bales or snow fencing to protect designated trees and vegetation to be preserved from damage by construction equipment and activities.

Section 9. Maintenance of Lots and Improvements. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the forgoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Real Estate. No waste shall be committed in any Dwelling Unit or on any Lot. Each Owner shall:

- (a) Remove all debris or rubbish;
- (b) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- (c) Cut down and remove dead trees;
- (d) Where applicable, prevent debris and foreign material from entering drainage areas; and
- (e) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Section 10. Occupancy and Residential Use of Partially Completed Dwelling Unit Prohibited. No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Board and such decision shall be binding on all parties, however, if an occupancy permit from a governmental authority is involved, the issuance thereof shall be deemed substantial completion.

Section 11. Occupants Bound. All provisions of the Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

Section 12. Quiet Enjoyment. No portion of the Real Estate shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Real Estate that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Real Estate. For greater clarification, no Owner shall knowingly or willfully make or create an unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Real Estate. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Real Estate. Also, excessive grass clippings from the mowing of lawns or other lawn/tree rubbish will not be allowed to be left on any street within the development.

Section 13. Residential Use. The Real Estate shall be used only for single family residential purposes; provided, however, that such restriction shall not apply to any Lot or part thereof or any other part of the Real Estate at any time owned by the Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

Section 14. Business Use. No individual garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an

Owner or occupant of a Lot may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate, (c) the business activity does not involve persons coming onto the Real Estate who do not reside in the Real Estate or door to door solicitation of residents of the Real Estate; and (d) the business activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined in the sole discretion of the Board.

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 or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the **DECLARANT** with respect to its development and sale of the Real Estate or its use of any Lots with such entity owns within the Real Estate.

Section 15. Firearms. The discharge of firearms within the Real Estate is prohibited. The term “Firearms” includes bows and arrows, slingshots, “B B” guns, pellet guns, paint ball guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary, contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 16. Tents, Trailers and Temporary Structures. Except as may be permitted by the **DECLARANT** or the Board during initial construction within the Real Estate, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events for a period not longer than 48 hours unless otherwise consented to by the Committee.

Section 17. Model Homes. No Owner of any Lot shall build or permit the building upon his Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the **DECLARANT**.

Section 18. Non-Applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth, shall not apply to or be binding upon the Association in its ownership, management, administration, operation, maintenance, repair, replacement and upkeep of the Common Areas to the extent the application

thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Common Areas.

Section 19. Sales Office. To the extent deemed necessary or desirable by **DECLARANT**, the **DECLARANT** shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision.

Section 20. Sanitary Waste Disposal.

(a) **Nuisances.** No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Board), and no sanitary waste or other wastes shall be permitted to be exposed.

(b) **Construction of Sanitary Sewage Lines.** All sanitary sewage lines on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of the [Town/City] of _____, [County Name] County and these Restrictions.

(c) **Connection Requirements for Sanitary Sewers.** All homes shall have sewers directly connected by way of gravity except by the use of lift pumps and/or check valves or connections shall be one (1) foot above the lowest manhole in the Subdivision.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, **DECLARANT** shall have the right to use and maintain any Lots and Dwelling Units owned by **DECLARANT** in and on the Real Estate (other than individual Dwelling Units and Lots owned by persons other than **DECLARANT**), all of such number and size and at such locations as **DECLARANT** in its sole discretion may determine, as **DECLARANT** may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. **DECLARANT** shall have the right to relocate any or all of the same from time to time as it desires. **DECLARANT** shall have the right to remove the same from the Real Estate and Additional Property at any time.

**ARTICLE XI
ASSESSMENTS**

Section 1. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnish the Owners with a

financial statement of operations by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 2. Proposed Annual Budget. The Initial Board of the HOA shall establish the first annual budget and its resultant regular assessments thereafter. Annually, on or before the date of the annual meeting ("Annual Meeting") or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such Annual Meeting or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such Annual Meeting or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the eligible Owners represented at such meeting; provided, however, that in no event shall such annual or special meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. After the Applicable Date, the annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in [County Name] County, Ohio selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the Annual Meeting or special meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot, provided, immediately following the adoption of the annual budget, each Owner shall be given notice of the assessment against his respective Lot (the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal

year is initially based upon a temporary budget, each Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in annual installments payable in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the Owners. Payment of the Regular Assessment, whether in one payment or in any other manner, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the total Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be retained by the Association for Association expenses but shall be taken into account in establishing the next regular assessments: provided, however, that if an Owner had paid his Regular Assessment in full in advance, then the adjustments set forth under (a) above or (b) shall be made by a cash payment by, or refund to, the Owner or the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners. The Regular Assessment for each fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for the Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 2 of Article XII hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to which such statement is made shall state that the matters set forth therein

are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same. The initial and subsequent Regular Assessment shall be adopted by the Board based on the annual expenses of the Community, including but not limited to, the cost of maintenance, utilities, professional fees, general upkeep, etc. of the Community which includes the input of **DECLARANT**.

(c) **DECLARANT IS NOT OBLIGATED FOR ANY REGULAR ASSESSMENT AND SHALL NOT BE SUBJECT TO ASSESSMENT AT ANY TIME FOR ANY AMOUNTS RELATED TO THE REPLACEMENT RESERVE FUND.**

Section 4. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the Bylaws or the Code, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, but not on Lots owned by **DECLARANT**, prorated in equal shares (the "Special Assessments"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration. **THE DECLARANT SHALL ONLY BE RESPONSIBLE FOR SPECIAL ASSESSMENTS AFTER THE APPLICABLE DATE OCCASIONED BY EXTRAORDINARY REPAIRS TO ORIGINALLY INSTALLED INFRASTRUCTURE, BUT DECLARANT SHALL NOT BE RESPONSIBLE FOR NEW INFRASTRUCTURE OR AMENITIES DESIRED BY OTHER OWNERS UNLESS DECLARANT FOR ITSELF SPECIFICALLY AGREES OTHERWISE IN WRITING.**

Section 5. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself or herself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Maintenance Expense Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular Assessments and Special Assessments against his Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. Regular and Special Assessments should constitute a lien against the Lots and Dwelling Units thereon, but not on Lots owned by

Declarant. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments within ten (10) days after its due date, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed for record in the office of the [County Name] County, Ohio Recorder and foreclosed by the Board for and on behalf of the Association as a mortgage on real property and enforced in like manner as mortgages. The lien for Regular Assessments or Special Assessments created by this Declaration 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 on a Lot filed of record. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other charges due the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorney fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly announced or published by JPMorgan Chase Bank, N.A., or its successors (or if said Bank is no longer in existence, then such rate charged by another national bank in [County Name] County, Ohio selected by the Board) plus four percent (4%) but in no event more than the maximum rate allowable under applicable usury laws.

(b) Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the person personally liable therefore, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

(c) In addition to the remedies above stated for failure to pay assessments, the Association may, as allowed by Ohio law, disqualify a delinquent Owner from his right to vote and to hold office or committee membership in the Association while Assessments are

delinquent in addition to charging a reasonable late fee, as allowed by Ohio law, per day of delinquency to among other things, cover the administrative expense of addressing the delinquency and also deny such Member the use of the Common Areas for a period not exceeding sixty (60) days for each separate nonpayment.

Section 6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Code or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners. The agency, power of attorney and proxy granted to the **DECLARANT** by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date. Until otherwise established or modified by Declarant, the initial annual Regular Assessment shall be _____ and No/100 Dollars (\$_____.00).

Further, until the Applicable Date and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments or other charges shall be owed or payable by **DECLARANT** with respect to any Lot or other portion of the Real Estate owned by **DECLARANT** while the same is owned by **DECLARANT**, nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by **DECLARANT**, except as specifically detailed in the last paragraph of Section 4 of Article XI herein. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by **DECLARANT** to another Person after construction of a single family residence thereon, and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Association against each Lot so conveyed by **DECLARANT** shall be paid by each purchaser upon such conveyance.

Section 7. Initial Working Capital and Start-Up Fund. Upon the closing of the initial conveyance of each Lot by **DECLARANT** to another Person, the purchaser of such Lot shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to its working, capital and start-up fund, _____ and No/100 Dollars (\$_____.00), which payment shall be nonrefundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to **DECLARANT** for advances made to pay expenses of the Association for its early period of operation of the Real Estate, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board. This start-up fund shall also be applicable from any successors in title to Lots and therefore is an obligation of successor title owners to the HOA at the time of such title transfer.

Section 8. Compliance with Ohio Code. To the extent that these covenants are inconsistent or not fully compliant with Chapter 5312 of the Ohio Revised Code, these covenants shall be interpreted to be in compliance therewith and the HOA shall be required to operate in compliance therewith in all respects.

ARTICLE XII MORTGAGES

Section 1. Notice to Association. Any Owner, who places a first mortgage lien upon such Owner's Lot, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record or in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which such Mortgagee otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Association shall, upon written request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

Section 2. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article XI hereof.

ARTICLE XIII INSURANCE

Section 1. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association shall maintain in force adequate officers' and directors' insurance covering the officers and directors of the Association. The Association shall also maintain in

force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, **DECLARANT**, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) year's assessment on all Lots in the Subdivision, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

Section 2. Insurance by Owners. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

ARTICLE XIV CASUALTY AND RESTORATION

In the event of damage to or destruction of any of the Common Areas due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction

of these areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing these areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Areas and/or maintenance expense areas (if any) to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

ARTICLE XV AMENDMENT OF DECLARATION

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(b) **Special Amendments.** No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article XIII of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XIV of this Declaration with respect to reconstruction or repair of the Common Areas

in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration.

(c) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of [County Name] County, Ohio, and such amendment shall not become effective until so recorded.

Section 2. Amendments by DECLARANT Only. Notwithstanding the foregoing or anything else contained herein, the **DECLARANT** shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if **DECLARANT** records the modification in the Office of the Recorder of [County Name] County, Ohio, and if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) function similar to those performed by such agencies or entities, to subject additional property to these restrictions, (e) to annex additional real estate to the Subdivision, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the **DECLARANT** to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the **DECLARANT** to vote in favor of, make, execute and record any such amendments. The right of the **DECLARANT** to act pursuant to rights reserved or granted under this Section 2 shall

terminate at such time as the **DECLARANT** no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE XVI ACCEPTANCE AND RATIFICATION

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws and rules, regulations and guidelines, as each may be amended, or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in an Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XVII NEGLIGENCE

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants.

ARTICLE XVIII BENEFIT AND ENFORCEMENT

Section 1. Covenants Appurtenant to Land. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after both the Applicable Date and a minimum of fifteen (15) years from recording, a majority of the then Owners of the Lots in this subdivision agree to change (or terminate) said covenants

in whole or in part and on the condition that an instrument to that effect signed by the Owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Section 2. Prosecution of Violations. It shall be lawful for the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the then Owners of the Lots in this subdivision.

The Association may, with respect to an Owner who violates these restrictions and/or Rules and Regulations, after written notice to such Owner detailing the nature of the violation and providing a time period established by the Association to cure or conform, disqualify such Owner's voting rights and right to hold office while the violation continues, and may further, in the Board's sole discretion, provide that an additional fine be charged to such Owner, as allowed by Ohio law. This fine, if not paid when required, will be processed in the same manner as Assessments.

ARTICLE XIX MISCELLANEOUS

Section 1. Costs and Attorney Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorney fees incurred in connection with such default or failure.

Section 2. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit.

Section 3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law. Non-enforcement of one provision does not affect the enforcement of another.

Section 4. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 5. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

Section 6. Delegation of Use of the Common Areas. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Association, his right of enjoyment, and use of the Common Areas to members of his family, his tenants or contract purchasers who reside on any Lot.

Section 7. The Plat. The Final Plat of the realty of [Subdivision Name], Section - ____, that is the Initial Tract in this Declaration, is being recorded contemporaneously herewith in the Office of the Recorder of [County Name] County, Ohio.

Section 8. Grievance Resolution. Any grievance between and among the Members and the Board or any member thereof shall first be subject to discussion between the involved parties at a meeting held specifically for that purpose, and if unsuccessful referred to mediation. Only after unsuccessful discussions and determination by the mediator that further mediation would be fruitless, the parties may then submit their grievance to a court of competent jurisdiction to resolve the grievance.

IN WITNESS WHEREOF, [DEVELOPER] has caused this Declaration to be executed on the day and year first written above.

[DEVELOPER]

By: _____
[OFFICER}, [TITLE]

STATE OF OHIO)
 : SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, an Ohio [limited liability company], on behalf of the [limited liability company]. This is an acknowledgement clause; no oath or affirmation was administered.

Notary Public

This instrument prepared by:

EXHIBIT A
Legal Description

([Subdivision Name] Overall)

DRAFT

EXHIBIT B
[Subdivision Name] Subdivision

DRAFT

EXHIBIT C
Initial Tract

DRAFT

EXHIBIT D
CODE OF REGULATIONS (BYLAWS)

0139377.0663915 4875-0636-5952v2

DRAFT

CODE OF REGULATIONS (BYLAWS)
OF
[NAME OF HOMEOWNER'S ASSOCIATION] HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Identification

Section 1. Name. The name of the corporation is "[NAME OF HOMEOWNER'S ASSOCIATION] Homeowners Association, Inc." (hereinafter referred to as the "Corporation").

Section 2. Principal Office and Registered Agent. The post-office address of the principal office of the Corporation is 9225 Harrison Court, Indianapolis, IN 46216; and the name of its Registered Agent in charge of such office is Peter Logan.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

ARTICLE II
Members

Section 1. Membership. Every Owner, as defined in that certain Declaration of Covenants, Conditions and Restrictions of [NAME OF HOMEOWNER'S ASSOCIATION] Subdivision (the "Declaration"), shall be members of the Corporation.

Section 2. Place of Meeting. All meetings of members of the Corporation shall be held at such place, within or outside the State of Ohio, as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent members at such meetings.

Section 3. Annual Meetings. The annual meetings of members shall be held on the first Thursday in May of each year, if such day is not a legal holiday, or if a legal holiday, then on the next succeeding business day which is not a legal holiday.

Section 4. Special Meetings. Special meetings of members may be called at any time for the purpose of considering matters which require the approval of all or some of the voting members, or for any other reasonable purpose. Any such special meeting shall be called by written notice, authorized by the president, a majority of the Board, or by ten percent (10%) of the members, delivered not less than seven (7) days prior to the date fixed for such meeting. The notices shall specify the date, time and place of meeting and the matters to be considered.

Section 5. Notice of Meeting. Written or printed notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered or mailed by the Secretary of the Corporation to each member of record of the Corporation entitled to vote at such meeting, at such address as appears upon the records of the Corporation, at least ten (10) days before the date of the meeting. Notice of any meeting of the members may be waived in writing by any member if the waiver sets forth in reasonable detail the

purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Any member may consent in writing to receive notices of any meeting by electronic mail or facsimile. The Secretary shall maintain electronic mail addresses or facsimile numbers of those members who have consented to receive notice by electronic mail or facsimile, but the Secretary shall remove such electronic mail addresses or facsimile numbers from the Association if and when such Voting Member revokes their consent in writing.

Section 6. Voting at Meetings.

(a) Voting Rights. There shall be one person with respect to each Lot, as such term is defined in the Declaration, who shall be entitled to vote at any meeting of the members. Such person shall be known herein as the "Voting Member." Such Voting Member may be the Owner, as such term is defined in the Declaration, or one of the group comprised of all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as a Voting Member, either in person or by proxy. Declarant, as such term is defined in the Declaration (or its nominee), may exercise the voting rights with respect to any Lot owned by it. Until the Applicable Date, as such term is defined in the Declaration, all actions of the Corporation shall require the prior written approval of the Declarant (or its nominee).

(b) Proxies. A Voting Member is entitled to vote either in person or by proxy, executed in writing by such Voting Member or by his or her duly authorized attorney-in-fact and delivered to the Secretary of the meeting. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. In any meeting of the Voting Members called for the purposes of electing the Board of Directors of the Corporation each Voting Member shall be permitted to cast the number of votes to which he is entitled, as hereinabove set forth, for each Director of the Corporation to be elected at such meeting, provided, however, that the first Board of Directors shall be elected solely by the Declarant as provided in the Declaration and the Articles.

(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members constituting the representation of a majority of the total votes of the Corporation shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting even though less than a quorum is present.

Section 7. List of Voting Members. At least five (5) days before each meeting of Voting Members, the Secretary of the Corporation shall prepare or cause to be prepared a complete list of the Voting Members of the Corporation entitled to vote at such meeting arranged in alphabetical order with the address of such Voting Members and shall be subject to inspection by a record Voting Member. The original or duplicate membership register shall be the only evidence as to the persons who are entitled as Voting Members to examine such lists or to vote at such meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Voting Members may be taken without a meeting, if prior to such action, a written consent thereto, setting forth the action so taken, is signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the Voting Members. Such consent shall have the same effect as a unanimous vote of the Voting Members.

ARTICLE III **Directors**

Section 1. Number and Term of Office. The Board of Directors shall consist of three (3) members, each of whom must be an Owner who maintains his principal residence on a Lot, or be an officer, director or employee of Declarant. Any member of the Initial Board whose term expires prior to the Applicable Date (as defined in the Declaration) shall be deemed to be elected and re-elected as a Director at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date.

At the first annual meeting of the members after the Applicable Date, the Directors elected at such annual meeting shall be classified, with respect to the time for which such Director shall hold office, into three (3) classes as nearly equal in number as possible, with each Director to hold office until a successor is elected and qualified, or until such Director's earlier death, resignation or removal from office. The terms of the members of the Board of Directors in the first group expire at the first annual meeting of the members after their election, the terms of the second group expire at the second annual meeting of the members after their election, and the terms of the third group expire at the third annual meeting of the members after their election. At each annual meeting of the members after the Applicable Date, Directors shall be elected for a term of three (3) years, to succeed those whose terms expire.

The Directors shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. The Voting Members may remove any member of the Board with or without cause, except as provided in the Declaration, and elect a successor at a meeting of the Voting Members called expressly for such purpose.

Section 2. Vacancies. Except as provided in the Declaration, vacancies occurring in the membership of the Board of Directors caused by resignation, death or other incapacity, or increase in the number of Directors shall be filled by a majority vote of the remaining members of the Board, and each Director so elected shall serve until the next meeting of the Voting Members, or until his successor shall have been duly elected and qualified. At the first annual meeting of the members following any such vacancy, a Director shall be elected for the balance of the term of the Director in respect to whom there has otherwise been a vacancy. Notice specifying any increase in the number of Directors and the name, address and principal occupation of and other pertinent information about any Director elected to fill any vacancy shall be given in the next mailing sent to the Voting Members after such increase or election.

Section 3. Annual Meetings. The Board of Directors shall meet annually, without notice, immediately following, and at the same place as, the annual meeting of the Voting Members.

Section 4. Regular Meetings. Regular meetings shall be held at such times and places, either within or without the State of Ohio, as may be determined by the President or Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any member of the Board of Directors, at any place within or without the State of Ohio, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or telegraph; or notice may be given by mail or email if sent at least three (3) days before such meeting.

Section 6. Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting.

Section 7. Quorum. A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the Board of Directors which shall require action by a majority of the remaining Directors. Any act of the majority of the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these Bylaws. A majority of the Directors present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 8. Action by Written Consent. Action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action, a written consent thereto is signed by all the members of the Board, and such written consent is filed with the minutes of the proceedings of the Board.

Section 9. Powers and Duties of the Board of Directors. The Board shall have all powers which can be exercised by a Board under the Declaration, Ohio Nonprofit Corporation Law (Chapter 1702 of the Ohio Revised Code, as amended) and Ohio Planned Community Law (Chapter 5312 of the Ohio Revised Code, as amended).

ARTICLE IV

Officers

Section 1. Number of Officers. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such officers or assistant officers as the Board shall from time to time create and so elect. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. The President shall be chosen from among the Directors. Officers shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes.

Section 2. Election and Terms. Each officer shall be elected by the Board of Directors at the annual meeting thereof and shall hold office until the next annual meeting of the Board or until his successor shall have been elected and qualified or until his death, resignation or removal. Any officer may be removed at any time, with or without cause, by vote of a majority of the whole Board, but

such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, however, that election of an officer shall not of itself create contract rights.

Section 3. Vacancies. Whenever any vacancy shall occur in any office by death, resignation, increase in the number of officers of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting of the Board or until his or her successor is duly elected or appointed.

Section 4. President. The President shall be the chief executive officer of the Corporation; shall preside at all meetings of Voting Members and of the Board of Directors; shall have general and active supervision, control and management of the affairs and business of the Corporation, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Corporation; shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies on behalf of the Corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation, all subject to the provisions of the laws of the State of Ohio, the Declaration, the Articles of Incorporation and this Code of Bylaws.

Section 5. Secretary. The Secretary shall attend all meetings of the Board and of the Voting Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided for in these Bylaws or required by law; shall record all votes and minutes of all proceedings of the meetings of Voting Members and the Board in a book or books to be kept for that purpose; shall be custodian of the records of the Corporation; shall have charge of the list of Voting Members; and in general shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President.

Section 6. Treasurer. The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Corporation; shall be the custodian of the corporate funds and securities; shall immediately deposit, in the name and to the credit of the Corporation, all moneys and other valuable effects of the Corporation in such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board or by the President; and in general, shall exercise all powers and perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

ARTICLE V

Books and Records

Section 1. Books and Records in General. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the "Subdivision" as defined in the Declaration, specifying and itemizing the maintenance and repair expenses of the Subdivision and other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by

Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement in recordable form of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner, and such amount shall be binding upon the Board and the Corporation, and any mortgagee or grantee of such Owner furnished with such statement shall not be liable for, and the Lot of such Owner shall not be conveyed subject to a lien for, any unpaid assessment in excess of the amount set forth in such statement.

Section 2. Preparation of Annual Budget. The Treasurer shall cause to be prepared an annual budget reflecting the estimated revenues for the following budget year as well as the estimated surplus or deficit as of the end of the budget year. The proposed annual budget must be approved at a meeting duly called for that purpose as provided in the Declaration. At least (10) days prior to such meeting, the Secretary shall deliver to each member of the Association written notice that the proposed annual budget is available upon written request at no charge to the member.

ARTICLE VI

Execution of Instruments

Section 1. Checks, Drafts, etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Corporation shall be signed or endorsed by such officer or officers, employee or employees of the Corporation as shall from time to time be designated by the Board of Directors.

Section 2. Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board of Directors or required by law, by the President and attested by the Secretary.

ARTICLE VII

Amendments and Definitions

Section 1. Amendments. These Bylaws may be altered, amended or repealed from time to time by a majority vote of the whole Board at any regular or special meeting if the notice or waiver of notice of said meeting shall have stated that the Bylaws are to be amended, altered or repealed or if all members of the Board of Directors at the time are present at said meeting. Any amendment to these Bylaws shall be recorded in the [COUNTY NAME] County, Ohio Recorder's Office, together with a certification a certification of the Secretary of the Association that the amendment was duly adopted by a majority vote of the Members at a meeting of the Members.

Section 2. Definitions. The terms used in these Bylaws shall have the same meaning as the same terms as defined and used in the Declaration, except as otherwise defined herein.

Section 3. Conflicts. In the event of any conflict between the provisions of the Declaration and these Bylaws, the provisions of the Declaration shall control. In the event of any conflict between the Articles and these Bylaws, the provisions of the Articles shall control.

ARTICLE VIII

The Ohio Nonprofit Corporation Law

The provisions of the Ohio Nonprofit Corporation Law, as amended, applicable to any of the matters not herein specifically covered by these Bylaws, are hereby incorporated by reference in and made a part of these Bylaws.

Adopted: _____, 20__

DRAFT

MARCH 11, 2022

TO: CITY OF BROOKVILLE PLANNING COMMISSION

FROM: RODNEY L. STEPHAN, LAW DIRECTOR

RE: APPLICATION FOR SPECIAL USE APPROVAL-BROOKVILLE STOR-N-LOCK

The Brookville Stor-N-Lock operates a storage unit facility located at 570 Albert Road. They are proposing to purchase 1.5 acres from Green Tokai Co. Ltd to expand their existing storage unit facility. Attached to this memo are the following documents:

- (1) The Special Use application,
- (2) A County Auditor Map depicting the existing Brookville Stor-N-Lock property at 570 Albert Rd.
- (3) A map of the proposed 1.5 acre lot that they would be purchasing from Green Tokai.
- (4) A letter from Terrance Klemm, GTC Chief Executive Officer, stating that the Board of Directors of Green Tokai has approved the sale of 1.5 acres to Brookville Stor-N-Lock.
- (5) A copy of Brookville Industrial Park Section Two Record Plan which describes Lot 2631 (12.047 acres), from which this 1.5 acre parcel would be subdivided.

The requested special use approval to construct additional storage units in the 1.5 acre lot is consistent with the existing storage unit use at 570 Albert Road.

If this special use application is approved, a final subdivision record plan will be presented to Planning Commission to subdivide the 1.5 acres from the existing lot for transfer from Green Tokai Co, LTD to Brookville Stor-N-Lock.

It is requested that Planning Commission approve the special use application of Brookville Stor-N-Lock to construct storage units on 1.5 acres to be subdivided from Lot 2631.

City of Brookville

"A Proud and Progressive Community"

Application #SU 2022-02

ZONING APPLICATION FOR A SPECIAL USE PERMIT

The undersigned hereby applies for a **SPECIAL USE PERMIT**, to be issued solely on the basis of information contained herein, and with the knowledge that the falsification of any fact or statement submitted with, or within, this application shall render this application null and void. **(PERMIT SHALL EXPIRE IF USE HAS NOT BEGUN WITHIN SIX (6) MONTHS, OR IF DISCONTINUED FOR MORE THAN TWO (2) YEARS.)**

1. Applicant Brookville Stor-N-Lock
2. Applicant address 570 Albert Rd.
3. Phone (Hm) 266-5625 (Bus) 833-1212 Interest in property Purchasing Property
4. Location or address of property to be affected SAKURA DR. Brookville OH
5. Legal description LOT 2631 - Brookville Industrial Park
PARCEL NO - C05 00405 0095
6. Present Zoning classification I-2 Existing vacant
7. Proposed Special Use Additional Storage Buildings

8. In order for a **SPECIAL USE PERMIT** to be processed, applicant must provide a narrative statement evaluating the effect of such elements as noise, glare, odor, fumes, and vibrations on adjoining property; and discussion of the general compatibility with adjacent and other properties in the district; and the relationship of the proposed use to the Zoning District Map.

Plan is to build Additional
Storage buildings on 1 1/2 acres
to be purchased from Green
Tokai. Compatible to existing
Facility.

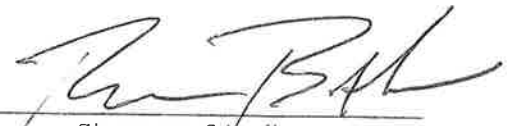
9. The Planning Commission shall establish beyond reasonable doubt that both the general standards and the specific requirements pertinent to each special use indicated herein shall be satisfied by the establishment and operation of the proposed special use.

10. Wherever no specific area, frontage and setback requirements are specified in provision for specific special uses, then the area, frontage and setback requirements in the applicable zone shall apply; provided, that the Planning Commission shall be authorized to waive or modify certain requirements as necessary to achieve compatible development with adjacent land areas as well as in the interest of the community in general. The Planning Commission may also impose such additional conditions, guarantees, and safeguards as it deems necessary for the general welfare, for the protection of individual property rights, and for insuring that the intent and objectives of this Ordinance will be observed.

11. Has previous application been filed for a SPECIAL USE PERMIT? _____

12. When? _____ Results? _____

MARCH 10, 2022
Application Date


Signature of Applicant

OFFICE USE ONLY BELOW LINE

Reviewed by _____ Date _____

Appr/Denied Planning Commission _____ Date _____

Fee _____ Receipt Number _____ Date _____
(NON REFUNDABLE)



DISCLAIMER

This map is a visual presentation of data to be used as a public resource of general information and is provided strictly as a courtesy. The Montgomery County Auditors Office makes no warranty, representation, or guaranty as to the content, accuracy, timeliness, or completeness of any information provided herein.

Furthermore The Montgomery County Auditors Office shall assume no liability for

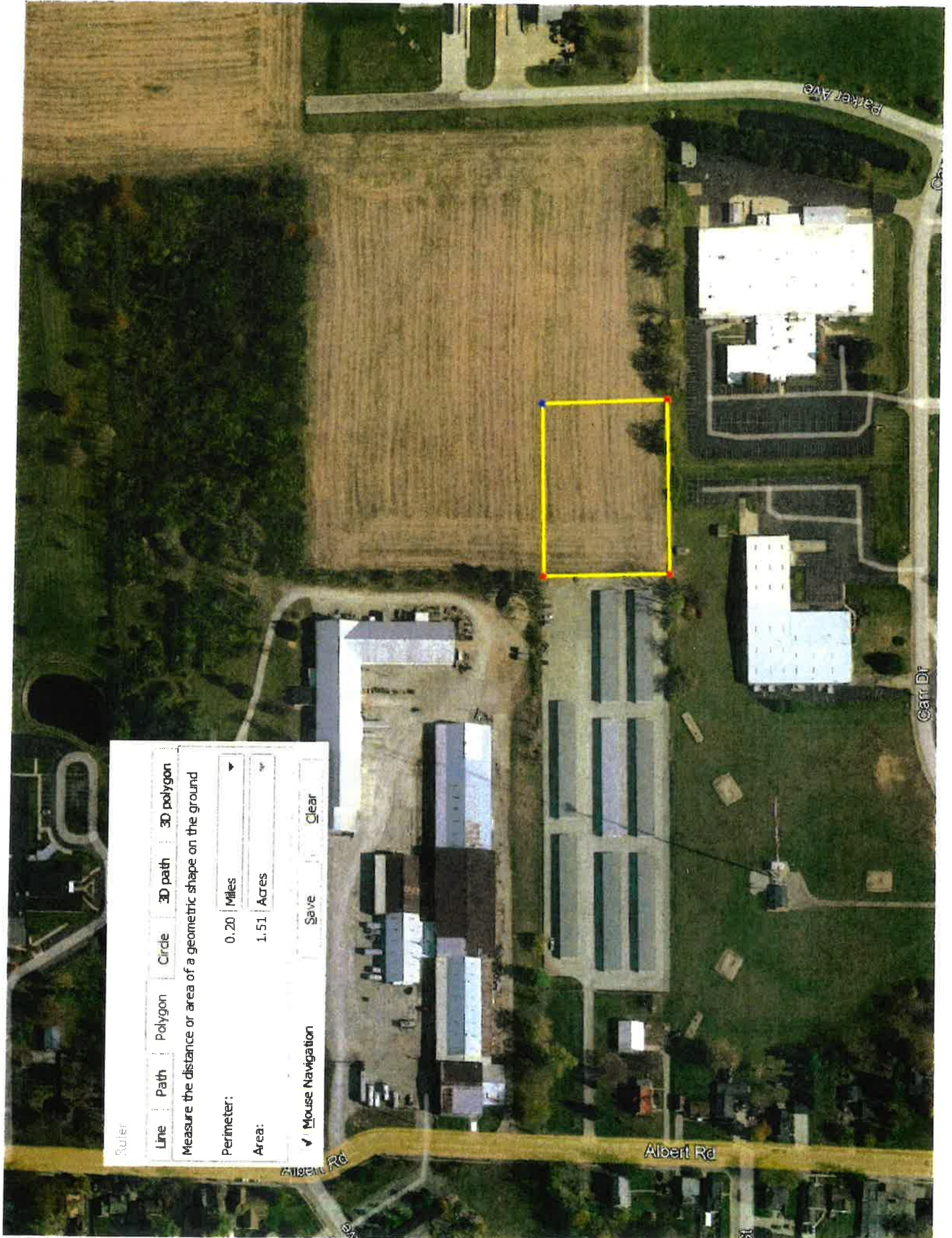
- 1 Any errors, omissions, or inaccuracies in the information provided regardless of how caused or
- 2 Any decision made or action taken or not taken by the reader in reliance upon any information furnished hereunder.

Note: Exact property boundaries must be derived by a legal survey of the property.



1 inch = 140 ft

G.S. DEPARTMENT



Ruler

Line	Path	Polygon	Circle	3D path	3D polygon
Measure the distance or area of a geometric shape on the ground					
Perimeter:		0.20	Miles		
Area:		1.51	Acres		
☒ Mouse Navigation			Save	Clear	



GREEN TOKAI CO., LTD.

55 Robert Wright Drive
Brookville, Ohio 45309-1902
TEL: (937) 833-5444
FAX: (937) 833-2087 (Administrative)
FAX: (937) 833-1184 (Engineering)

February 22, 2022

City of Brookville, Ohio
ATTN: Sonja Keaton
City Manager
301 Sycamore Street
Brookville, OH 45309

RE: Sale Approval of 1.5 acres of Parcel C05 00405 0095

Dear Ms. Keaton,

GREEN TOKAI CO., LTD. ("GTC") desires to inform the City of Brookville that GTC's Board of Directors and GTC's parent company, Tokai Kogyo Co., Ltd., have approved the sale of the above referenced to Brookville Store-N-Lock as note in Exhibits "A" and "B". Also enclosed is proof of the designation of signatory agents who may act on behalf of GTC (Exhibit "C") concerning this matter.

If you have any questions, or if GTC has any further obligations to the City of Brookville concerning this sale, please let me know at your earliest convenience.

Thank you for your assistance.

Sincerely,

Terrance Klemt
GTC Chief Executive Officer

Encl: Action of the Board of Directors (Exhibit "A") dtd February 3, 2022
Holdings' Approval cover letter (Exhibit "B") dtd February 3, 2022
Action by Written Consent by the Board of Directors of GREEN TOKAI CO., LTD. (Exhibit "C")
dtd. July 29, 2021

Cc: Daniel Bowers, GTC Director & Chief Compliance Officer
Masahiro Kuwabara, GTC's Director & Chief Operating Officer
Keiji Matsukawa, GTC's Director



EXHIBIT A

GREEN TOKAI CO., LTD.

ACTION OF THE BOARD OF DIRECTORS **February 3, 2022**

Pursuant to Section 141(f) of the Delaware Code Title 8 and Article III Section 10 of GREEN TOKAI CO., LTD.'s ("GTC") bylaws; the undersigned being all members of the Board of Directors of GTC, a Delaware corporation, (the "Corporation"), do hereby vote for, adopt, and approve the following resolution:

WHEREAS GTC has received a proposal from a local business owner to purchase 1.5 acres and of land GTC owns. See attached Exhibit "A" for additional details. GTC's Officers have agreed to sell the property (see attached Exhibit "B").

RESOLVED, as per Section 20 of the attached Board of Director Approval Guidelines (Exhibit "C"), the Corporation grants permission to GTC to sell 1.5 acres of Parcel C05 00405 0095 located at 2621 Brookville Industrial Park Section 2 for \$66,000.

IN WITNESS WHEREOF, the undersigned have executed this agreement and Unanimous Written Consent as of the 3rd of February 2022.


Dan Bowers


Masahiro Kuwabara


Keiji Matsukawa

EXHIBIT B

東海興業ホールディングス御中

発行日: 2022 年 2 月 3 日

報告・承認申請書

会社名: Green Tokai Co., Ltd.

【申請会社記入欄】

申請窓口 (部署・担当者)	GTC BOD (D. Bowers/K. Matsukawa)	電話 連絡先	937 - 238 - 9492
大項目 (リストより選択)	経営上の重要施策・事項		
小項目 (リストより選択)	土地の取得・譲渡(含む借地権)		
件名	GTC 遊休土地の一部売却に関わる稟議 Proposal of the sale of a portion of vacant property		
添付資料	4 枚		
備考	GTC所有の有休土地の一部売却(買い手は隣接倉庫業者。土地は現状地元農家に貸与中)。 Sale of a portion of vacant property to a local business owner. The property is currently leased to a local farmer.		

【東海興業ホールディングス記入欄】

担当部署	経営戦略本部	区分	報告・承認
結果	承認・否認・その他()		
コメント	2022年2月7日付TKHD経営会議承認済	担当役員	執行役員 部長 細田 松川
受付日	2022 年 2 月 3 日	管理NO.	HD-6管-2021062
返却日	2022 年 2 月 7 日	事務局 人事部	加藤 近藤

<処理フロー>

申請会社 ⇒ HD人事部(受付)⇒HD担当部署(決裁)⇒HD人事部(原紙保管・コピー返却) ⇒ 申請会社



**ACTION BY WRITTEN CONSENT BY THE BOARD OF DIRECTORS
OF GREEN TOKAI CO., LTD.**

The undersigned, hereby certifies that the following resolution was approved by written consent of the board of directors ("Directors") of GREEN TOKAI CO., LTD. a Delaware corporation (the "Corporation"), acting pursuant to Section 141(f) of the General Corporation Law of Delaware, as amended, hereby waives all notice, and hereby vote for, consent to, ratify, and adopt the following action as if the same had been duly voted for, consent to, ratified, and adopted:

WHEREAS, the Stockholder desires to reorganize the structure of the Corporation and

WHEREAS, Mr. Daniel Bowers has tendered his resignation, effective as of July 31, 2021, from the position of Chief Executive Officer.

BE IT RESOLVED, that in accordance with the By-Laws of the Corporation, the Directors accepts and acknowledges the resignation of Mr. Daniel Bowers from the office of Chief Executive Officer as noted in Exhibit "A".

NOW THEREFORE, BE IT RESOLVED, effective as of July 31, 2021, the following persons shall serve as officers of the Corporation

Mr. Terrance Klemt as Chief Executive Officer

Mr. Daniel Bowers as Executive Advisor / Chief Compliance Officer

Mr. Masahiro Kuwabara as Chief Operating Officer

Mr. Harumitsu Yamamoto as Chief Financial Officer

Mr. Larry Davis as Chief Supply Chain Officer

Mr. Scott Price as Chief Technical Officer

BE IT FURTHER RESOLVED, effective July 31, 2021, that Mr. Terrance Klemt, as Chief Executive Officer of the Corporation,

Mr. Daniel Bowers, as Chief Compliance Officer, and Mr. Harumitsu Yamamoto, as Chief Financial Officer of the Corporation, are named and approved to represent the Corporation as authorized and designated signers for the Corporation in accordance with the provisions of the Certificate of Incorporation and Bylaws of the Corporation and the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned, being all members of the Board of Directors of the Corporation listed alphabetically, has executed this consent on July 29, 2021.


Daniel Bowers


Masahiro Kuwabara


Keiji Matsukawa

RECORD PLAN

005-4-5-67AL

227 P58

BROOKVILLE INDUSTRIAL PARK, SECTION TWO

SECTION 35, T. 6, R. 4E,
BEING PART LOT 1724 OF THE CONSECUTIVE
LOT NUMBERS OF THE CITY OF BROOKVILLE,
MONTGOMERY COUNTY, OHIO
23.433 ACRES TOTAL

16 APR - 1 AM ID-04
KARL L. KEITH
AUDITOR

DOUGLAS KAY COLLAMON
IR DEED 11-028921
PT LOT 1382

BROOKVILLE, INC.
ENTERPRISES, INC.
MF DEED 95-436 003
LOT 1960

LOT #2632
11.008 ACRES

PT LOT NO. 1724
GREEN TOWNSHIP CO., LTD.
IR DEED 16-00772
(23.433 ACRES)

LOT #2631
12.847 ACRES

LOT NO. 1358
DOUGLAS KAY COLLAMON
INCORPORATED
IR DEED 15-014002

LOT NO. 1812
DOTZ PARTNERS LLC
MF DEED 95-618 A10

LOT NO. 1437
JAY COMPANY
IR DEED 10-061123

LOT NO. 1682
DOTZ PARTNERS LLC
IR DEED 10-045425

K.C. MOSER INDUSTRIAL
PARK, SECTION TWO
PB 151/21

BROOKVILLE INDUSTRIAL
PARK, SECTION ONE
PB 151/1

LOT NO. 1684
SECTION TWO
IR DEED 15-010376

THE BEARING OF N 89°48'58" W ALONG THE
SOUTH LINE OF PART LOT NO. 1724 WAS
BASED ON NAD 83 CORRS 2011 ADJUSTMENT,
OHIO SOUTH ZONE, ODOT VRS CORRS NETWORK

SCALE 1"=100'



LEGEND

- 1/8" x 30" REBAR
- 5/8" W/CAP SET
- 1/2" 5/8" IRON PIN FOUND
- ⊙ IRON PIPE FOUND

CURVE DATA

CURVE	RADIUS	Δ	LENGTH	CHORD	BEARING
C1	650.00'	24°40'25"	279.91'	277.76'	N 12°31'15" E
C2	680.00'	24°40'25"	292.83'	290.57'	N 12°31'15" E
C3	30.00'	20°08'33"	47.12'	42.43'	N 20°08'33" W

PLAT BOOK 227 PAGE:

58

16 APR - 1 AM ID-04
KARL L. KEITH
AUDITOR

PREPARED BY:



DATE: 03-11-2016
DRAWN BY: WDG
JOB NUMBER: MOTB01507
SHEET NUMBER: 1 OF 2

227 P 58A

DEDICATION

WE, THE UNDERSIGNED, BEING ALL OWNERS OF THE LANDS HEREIN SUBDIVIDED, DO HEREBY ACKNOWLEDGE THE MAKING AND SIGNING OF THIS INSTRUMENT TO BE OUR VOLUNTARY ACT AND DEED. DO HEREBY DEDICATE THE ROADS AND RESERVE THE EASEMENTS AS SHOWN TO THE PUBLIC USE FOREVER.

THE RESERVATION OF THE EASEMENTS SHOWN ON THE PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, OR REMOVAL OF WATER, GAS, ELECTRIC, TELEPHONE, OR OTHER UTILITY LINES OR SERVICES, AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES, AND FOR PROVIDING OF INGRESS AND EGRESS FROM THE PROPERTY FOR SAID PURPOSES, AND ARE TO BE MAINTAINED AS SUCH FOREVER. ALSO, AN EASEMENT TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REPAIR, SUPPLEMENT, AND REMOVE AT ANY TIME OR TIMES HEREFTER, UNDERGROUND COMMUNICATIONS SERVICE CABLE FACILITIES, AND/OR ELECTRIC POWER CABLES AND APPURTENANCES IN, UNDER, AND UPON THE UTILITY EASEMENTS SHOWN ON THE PLAT. INCLUDES THE RIGHT AT ALL TIMES, OF INGRESS TO AND EGRESS FROM SAID STRIP, AND THE RIGHT TO CLEAR AND KEEP CLEARED SAID UTILITY EASEMENT OF ALL SHRUBBERY, TREES, ROOTS, UNDERGROWTH, AND OBSTRUCTIONS, SO AS TO KEEP FACILITIES CLEAR THEREOF.

SIGNED AND ACKNOWLEDGED GREEN TOKAI CO. LTD.
IN THE PRESENCE OF:

WITNESS David D. Brown DATE 03/30/2016
AUTHORIZED SIGNATURE

WITNESS Rodney L. Stepan DATE 3/22/16
TITLE President

STATE OF OHIO
COUNTY OF MONTGOMERY, SS:

BE IT REMEMBERED, THAT ON THIS 22nd DAY OF MARCH, 2016, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY CAME David D. Brown ON BEHALF OF GREEN TOKAI CO., LTD. AND ACKNOWLEDGED THE SIGNING OF THIS INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

Rodney L. Stepan
NOTARY PUBLIC



INCHES

PLAT BOOK 227 PAGE:

58A

TRANSFERRED
16 APR - 1 AM 10:04
KARL L. KEITH
AUDITOR

RECORD PLAN

BROOKVILLE INDUSTRIAL PARK, SECTION TWO

SECTION 35, T 6, R 4E,
BEING PART LOT 1724 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF BROOKVILLE, MONTGOMERY COUNTY, OHIO
23.433 ACRES TOTAL

APPROVED FOR DESCRIPTION ONLY

FILE # 16-0067

David D. Brown
MONTGOMERY COUNTY ENGINEER
DATE 03/30/2016

APPROVALS

APPROVED THIS 18th DAY OF February, 2016 BY THE PLANNING COMMISSION OF THE CITY OF BROOKVILLE, OHIO
David D. Brown
CHAIRMAN

APPROVED AND ACCEPTED THIS 1st DAY OF MARCH, 2016 BY THE COUNCIL OF THE CITY OF BROOKVILLE, OHIO
Wesley D. Goubeaux
MAYOR
CLERK

DESCRIPTION

BEING THE SUBDIVISION OF 23.433 ACRES BEING PART LOT 1724, OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF BROOKVILLE, MONTGOMERY COUNTY, OHIO, OWNED BY GREEN TOKAI CO. LTD. AS CONVEYED IN IR DEED 16-009145 OF THE MONTGOMERY COUNTY DEED RECORDS.

CERTIFICATION

I HEREBY CERTIFY THIS PLAT WAS PREPARED IN ACCORDANCE WITH O.A.C. CHAPTER 4733.37 STANDARDS OF PLAT OF SURVEYS AND ALSO CONFORMS TO THE O.R.C. CHAPTER 711 FOR RECORD PLANS AND WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND BASED ON ACTUAL FIELDWORK PERFORMED IN DECEMBER, 2015. ALL MEASUREMENTS ARE CORRECT AND MONUMENTS ARE SET OR TO BE SET AS SHOWN. CURVE DISTANCES ARE MEASURED ON THE ARC.

Wesley D. Goubeaux
WESLEY D. GOUBEAUX, P.S. #8254
DATE 3/15/2016

DATE: 03-11-2016
DRAWN BY: WDG
JOB NUMBER: M07B01507
SHEET NUMBER: 2 OF 2



PREPARED BY:



SUPERIMPOSED AREA NOTE:

ALL OF THE LANDS OF THE DEDICATOR ARE CONTAINED WITHIN SURVEY.

PERTINENT INFORMATION

PLAT BOOK 137, PAGE 37
PLAT BOOK 151, PAGE 1
LAND SURVEY 2007-0148
LAND SURVEY 2008-0284
LAND SURVEY 2016-0018

OCCUPATION STATEMENT

LINE OF OCCUPATION (WHERE EXISTING) IN GENERAL AGREE WITH PROPERTY LINES.

PROPERTY LINES CALCULATED FROM EXISTING MONUMENTATION AND SURVEYS OF RECORD.



VICINITY MAP

TRANSFERRED
16 APR - 1 AM 10:04
KARL L. KEITH
AUDITOR

MARCH 11, 2022

TO: CITY OF BROOKVILLE PLANNING COMMISSION

FROM: RODNEY L. STEPHAN, COMMUNITY & ECONOMIC DEVELOPMENT

RE: APPLICATION FOR SPECIAL USE-LOUISIANA GRILL, HOME OF BOURBON CHICKEN

The Louisiana Grill, Home of Bourbon Chicken, has submitted a special use application to operate their mobile food truck at McMakens, One McMaken Lane. This application is a renewal of their special use application that had previously been approved by Planning Commission. Section 1163.03(b)(26) sets forth the conditions for approval of a special use permit for a mobile food vendor.

It is requested that Planning Commission approve this special use application for this mobile food vendor, Louisiana Grill, Home of Bourbon Chicken, to be located at McMakens, One McMaken Lane, for a period of one year.

City of Brookville

"A Proud and Progressive Community"

Application #SU 2022-01

ZONING APPLICATION FOR A SPECIAL USE PERMIT

The undersigned hereby applies for a **SPECIAL USE PERMIT**, to be issued solely on the basis of information contained herein, and with the knowledge that the falsification of any fact or statement submitted with, or within, this application shall render this application null and void. (**PERMIT SHALL EXPIRE IF USE HAS NOT BEGUN WITHIN SIX (6) MONTHS, OR IF DISCONTINUED FOR MORE THAN TWO (2) YEARS.**)

1. Applicant Louisiana Grill, Home of Bourbon Chicken James R. Kelly
2. Applicant address 10809 Yankee Street Dayton, OH 45458
email: jamesrkellycpa@gmail.com
3. Phone (Hm) _____ (Bus) 937-602-9272 Interest in property _____
4. Location or address of property to be affected McMaken IGA, One McMaken Way
5. Legal description Mobile Food Service, Manufacture of Sauces & Other Food Products
6. Present Zoning classification _____ Existing _____
7. Proposed Special Use Food Concession to support retail sales of vendor's product

8. In order for a **SPECIAL USE PERMIT** to be processed, applicant must provide a narrative statement evaluating the effect of such elements as noise, glare, odor, fumes, and vibrations on adjoining property; and discussion of the general compatibility with adjacent and other properties in the district; and the relationship of the proposed use to the Zoning District Map.

Outdoor cooking using propane gas; gilling vapors from cooking chicken, pinto beans & rice

Assist retail client with sales promotion of food products by invitation.

9. The Planning Commission shall establish beyond reasonable doubt that both the general standards and the specific requirements pertinent to each special use indicated herein shall be satisfied by the establishment and operation of the proposed special use.

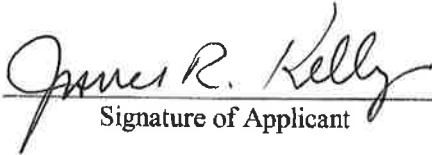
10. Wherever no specific area, frontage and setback requirements are specified in provision for specific special uses, then the area, frontage and setback requirements in the applicable zone shall apply; provided, that the Planning Commission shall be authorized to waive or modify certain requirements as necessary to achieve compatible development with adjacent land areas as well as in the interest of the community in general. The Planning Commission may also impose such additional conditions, guarantees, and safeguards as it deems necessary for the general welfare, for the protection of individual property rights, and for insuring that the intent and objectives of this Ordinance will be observed.

11. Has previous application been filed for a **SPECIAL USE PERMIT**? Yes

12. When? 2021 Results? Approved

March 9, 2022

Application Date


Signature of Applicant

OFFICE USE ONLY BELOW LINE

Reviewed by _____ Date _____

Appr/Denied Planning Commission _____ Date _____

Fee _____ Receipt Number _____ Date _____
(NON REFUNDABLE)

ZONING PERMITS 2021-2022

ZONING PERMITS JANUARY 2022							
Date	Address	Application	Name	Zoning Permit #	Special Use	Subdivision Major/Minor	Zoning Approved/Denied
1/3/2022	151 Brooke Parke Ave.	SFR 1,743 Sq. Ft. basement Danville	Fischer Homes	4326			A-1-6-22
1/7/2022	128 Brooke Parke Ave.	SFR 2,793 Sq. Ft. slab Jensen	Fischer Homes	4327			A-1-10-22
1/3/2022	536 E. Westbrook Rd	6' Privacy Fence	Dempster	4328			A-1-12-22
1/12/2022	8 Wilderness Cove	Pool, Fence, Patio	Hoelzle	4329			A-1-25-22
1/18/2022	152 Brooke Parke Ave.	SFR 2964 Sq. Ft. slab Denali	Fischer Homes	4330			A-1-18-22
ZONING PERMITS FEBRUARY 2022							
Date	Address	Application	Name	Zoning Permit #	Special Use	Subdivision Major/Minor	Zoning Approved/Denied
2/2/2022	433 N. Wolf Creek	Automotive Retail Store	6S Development	4332			
1/30/2022	236 Johnsville-Brookville	Storage Shed and Fence	Goepferich	4333			A-2-4-22
2/16/2022	825 Flanders Ave	Fence permit	Carlin	4334			A-2-16-22
2/16/2022	278 Crosswell Ave.	Fence permit	Friedlander	4335			A-2-16-22
2/22/2022	584 Flanders Ave	Fence permit	Brown	4336			A-2-28-22
2/24/2022	15 Deger Ct.	Front Porch	Craig	4337			A-2-28-22



FROM THE DESK OF...
RONALD E. FLETCHER, OFE, OFC
DIRECTOR OF FIRE / FIRE CHIEF

March 24, 2022

TO: Sonja Keaton, City Manager
FROM: Ronald Fletcher, Fire Chief
CC: Rod Stephan, ED Specialist
REF: Plan Review – Harper Creek Development

I have reviewed the Preliminary Development Plan for the Harper Creek Development and offer the following comments:

1. I have no concerns with the proposed street layout or dimensions. All appear consistent with City specifications. We successfully navigate other developed areas of the City that are constructed to this specification without difficulty.

If you have any questions or concerns with this review and recommendations, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "R. Fletcher", is written over a horizontal line.

Chief Ronald E. Fletcher, OFE, OFC
Director of Fire

March 31, 2022

Kevin N. Reed
Beth E. Reed
899 E. Upper Lewisburg-Salem Rd.
Brookville, Ohio 45309

RE: Harper Creek Planned Development

Dear Kevin and Beth:

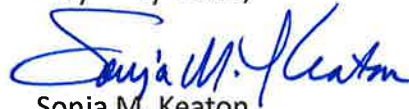
As you know, the Harper Creek Preliminary Planned Development Plan has been presented to the City of Brookville Planning Commission and City Council for approval.

The Harper Creek Preliminary Planned Development Plan provides for sidewalk and curbs to be constructed along Albert Road and Upper Lewisburg-Salem Rd. As you know, to connect the sidewalk and curbs on Albert Rd and Upper Lewisburg-Salem Rd., the City will need to construct sidewalk and curbs on your property at 899 E. Upper Lewisburg-Salem Rd.

I am sending you this letter to confirm that you will not be assessed for the cost of installation of sidewalk and curbs on your property that will be constructed as a part of this project. The sidewalk and curbs will be paid for by the Developer and the City of Brookville.

If you have any questions, please contact me.

Very Truly Yours,



Sonja M. Keaton
City Manager

Cc: City Council, Planning Commission
Rodney L. Stephan, Law Director

School Enrollment - Census Figures

<u>Year</u>	<u>Brookville Schools Enrollment in Buildings</u>	<u>City Population</u>	<u>Occupied Housing Units</u>
1990/1991	1444	4621	1822
2000/2001	1562	5428	2224
2005/2006	1513		
2006/2007	1501		
2007/2008	1476		
2008/2009	1495		
2009/2010	1433		
2010/2011	1447	5884	2508
2011/2012	1445		
2012/2013	1452		
2013/2014	1444		
2014/2015	1399		
2015/2016	1441		
2016/2017	1415		
2017/2018	1506		
2018/2019	1472		
2019/2020	1464		
2020/2021**	1404	5989	2605
2021/2022	1443		

** In Building & Remote Learners

3/31/2022

Brookville Planning Commission
Regular Meeting
March 17, 2022

The Regular Meeting of the Brookville Planning Commission was called to order by Chairperson Henderson at 7:30 p.m. on March 17, 2022. The meeting was held in the City Council Chambers and virtually using Webex. The Pledge of Allegiance was recited. Mayor Letner; Members Claggett, Cordes, Dittrick, Schreier and Sievers; Law Director/Development Specialist Stephan, Manager Keaton and Clerk Duncan were present

Chairperson Henderson reminded everyone the meeting is being recorded.

Roll call by Clerk Duncan.

Motion by Cordes, second by Sievers to adopt the Agenda as presented. All yeas, motion carried.

Motion by Schreier, second by Claggett to approve the minutes of the February 17, 2022 Planning Commission Meeting. All yeas, motion carried.

Clerk Duncan advised this Public Hearing is to consider a Preliminary Planned Development Plan for a proposed R-1B(PD) single family residential housing development on Part Lot 1743 (County Auditor Parcel C05 00109 0020) located at 10400 Upper Lewisburg-Salem Rd. in the City of Brookville. A Legal Notice was published on the City of Brookville website and in the March 2 and March 9 editions of the Brookville Star advising of the Public Hearing. Letters were mailed out to all property owners within 200 feet of the applicant address of 10400 Upper Lewisburg Salem Road, advising of the Public Hearing. The Clerk received one email inquiry regarding the Public Hearing content. Clerk Duncan inquired whether any Planning Commission Member needs to abstain from participating in this Public Hearing?

No members indicated they need to abstain.

Law Director/Development Specialist Stephan reported this is an R-1B single-family housing project that proposes 43 lots on the property at 10400 Upper Lewisburg Salem Road. Staff has reviewed the plans and finds that the proposed use is a permitted use within this zoning district. The planned development plan complies with all of the R-1B site development regulations. The planned development plan complies with the requirements for approval set forth in 1153.03 and 1151.16(f) of the Code of Ordinances. The plan addresses landscaping and maintenance of common areas. The plan provides covenants and restrictions and an anti-monotony rule to provide diversity of building structures. The Staff finds that the plan meets all of the applicable zoning and subdivision requirements of the city. The plan provides a schedule for the development. The plan provides commitments for landscaping the perimeter of the project and the construction of sidewalk on the perimeter of the project. Law Director/Development Specialist Stephan advised this is a brief summary of the plan, and we can move forward with testimony.

Clerk Duncan administered the Oath of Witness to Ryan Reed, of DDC Management, 3601 Rigby Road, Miamisburg, Ohio.

Ryan Reed thanked everyone for allowing him to present the Preliminary Plan for Harper Creek on behalf of Arbor Homes. Ryan Reed advised they will meet all the requirements of R-1B zoning. This community will be 43 lots on 18 acres with a density of 2.38 units to the acre. The current open space is at 1.32 acres, which includes the pond. Without the pond, the open space is .94 acres. Ryan Reed noted that this is a Preliminary Plan, and the pond has not been sized per the engineering calculations.

Ryan Reed stated he will go through the requirements of the R1-B zoning and how they are meeting the requirements. The permitted use is for a single-family detached residential which this plan meets. The zoning states a minimum of 10,000 square feet is required for these lots and all of these lots meet that. The minimum frontage of 85 feet per the zoning code has been met. They have met the front setback depth of 25 feet, rear depth of 35 feet, side yards at 10 feet for a total of 20 feet between buildings. They have met the structural requirements, with a maximum height of 35 feet. They are meeting the minimum square footage of 1,600 square feet. The proposed elevations provided are at minimum of 1,600 square feet. The parking requirements have been met and they will meet the city standards for any signage. Arbor Homes is committed to the non-monotony element so there will not be the same house right next to each other or across the street from one another. There is a plan to put screening and landscaping in along Albert and Upper Lewisburg Salem Road and sidewalk on the parts of the property that pertain to this development.

Chairperson Henderson opened the floor for questions from Planning Commission Members.

Member Claggett inquired if the Fire Chief has reviewed the entry and exit points on the Preliminary Plan?

Law Director/Development Specialist Stephan replied the Fire Chief typically reviews the final subdivision drawings to make sure we have adequate radius turns. If you look at the street width, there is no question that we are meeting our basic subdivision requirements for this type of single-family housing.

Chairperson Henderson opened the floor for public comment.

Clerk Duncan administered the Oath of Witness to Kevin Reed, of 899 Upper Lewisburg Salem Road, Brookville, Ohio.

Kevin Reed inquired whether a stick survey will be done? He currently has property lines on his property and he is planting trees and fence line and he does not want to have to move it.

Ryan Reed replied the survey that has been done was a basic survey. There is the potential that additional surveying will be needed.

Kevin Reed inquired if that is a contracted service?

Ryan Reed indicated it is a contracted service.

Kevin Reed stated the last time someone was out surveying they went through his yard instead of the field and ran over a bush. He filed a police report regarding the damaged bush that has been there since 1957, but nothing came of it. He stated he was a little upset about that and would appreciate any future surveyors staying off of his property. Kevin Reed stated he saw the Statement of Commitment from Arbor Homes regarding the fact that he and his wife will not be responsible for sidewalks. Kevin Reed stated the Statement mentions a donation from the developer and asked if this commitment would be confirmed at a later date?

Law Director/Development Specialist Stephan replied these commitments are part of the approval process tonight and will be incorporated in the Final Development Plan. The plan is for the developer and the City to address the cost of the sidewalks on the Reed property.

Kevin Reed stated he appreciates that and asked if he could get that in writing?

Law Director/Development Specialist Stephan stated he will email Kevin Reed so he has it in writing that the City will not assess his property for the cost of the sidewalks.

Kevin Reed wondered why the City is using a home builder from Indianapolis rather than someone local. He lived in Indianapolis for thirteen years and moved to Brookville because he wanted the small-town feel. There seems to be a master plan between building the firehouse and the growth around his property. Kevin Reed stated he does not care, however, he does not want his kids in trailers in the back parking lot of the high school because there is not enough room. If the goal is to be like Huber, Springfield, Beavercreek or Xenia, why not move there and be on the City Council there? There is no reason to destroy what Brookville is and the reason that people want to live here. Kevin Reed asked Planning Commission to take that into account, just because we can do something that does not mean we should do something. Kevin Reed thanked everyone for their time.

Clerk Duncan administered the Oath of Witness to Mark Haworth, of 10352 Upper Lewisburg Salem Road, Brookville, Ohio.

Mr. Haworth asked Ryan Reed if there will be a Homeowners Association (HOA) in this development with strict rules such as no above ground swimming pools or trampolines, and that fencing will all match one another. Mr. Haworth stated the last thing they want in Brookville is a clustered mess.

Ryan Reed replied there will be an HOA and a draft copy has been provided to the City for review.

Mr. Haworth inquired if the HOA will be responsible for the streets?

Ryan Reed replied some HOAs maintain streets if they are private streets, but these will be public streets, dedicated to the city.

Mr. Haworth stated if everything is approved by Planning Commission and City Council how soon will the developers begin laying infrastructure?

Ryan Reed replied it could be as early as this fall.

Mr. Haworth stated with the current events of the world, the Feds are proposing six interest rate hikes soon. We know what that does to home prices and them being able to lend to potential buyers. Mr. Haworth stated he was curious to how soon this will move. Obviously, the real estate market is booming right now but with a hike of six interest rates and a war going on. We all know what happened in 2008, when no one was building anything and a lot of builders went belly up. We don't want a mud pit there of unfinished development. Also, on top of this is the competition you guys have at Hunters Run, with how many homes going in?

Manager Keaton replied 47 homes.

Mr. Haworth added with the development off Westbrook Road, you do have some competition so he is looking in the future of what potentially could happen.

Member Schreier replied there is a master schedule laid out and the build out is projected to be spring of 2024, which is a fairly aggressive timeline. With the way the Meadows of Brookville is moving, this is a reasonable time frame. Member Schreier stated you cannot predict everything but that is the schedule.

Mr. Haworth commented with the current events we are kind of on a fine thread as to what is going to happen. Mr. Haworth stated he appreciated Planning Commission's time.

Clerk Duncan administered the Oath of Witness to Ken Davis, of 837 Salem Street, Brookville, Ohio.

Mr. Davis asked to see the Preliminary Plan and pointed out 400 feet of property that he owns adjacent to the proposed development. Mr. Davis stated if they are going to jack this land up, he is going to get flooded out. There needs to be some kind of a fence because he does not want a bunch of people running through his yard.

Clayton Sears, of DDC Development, replied it has not been engineered yet, so he does not know the elevations at this point.

Mr. Davis said how about fencing?

Mr. Sears stated fencing would be on the homeowners, if they wanted to install a fence.

Mr. Davis stated he is talking about the fact that he does not want people running through his yard.

Mayor Letner asked Mr. Davis to indicate where his property is.

Mr. Davis indicated his property is the 400 feet where it is zoned R-2. He was wondering if they are going to elevate it because he does not want to be flooded out and he does not want a bunch of kids running through his yard all the time. He thinks they ought to put a fence up or put the whole thing in some kind of a fence.

Mayor Letner asked Ryan Reed if it would drain to the retention basin.

Ryan Reed responded if anything, from the way the water is currently draining, it will only be improved and it will all drain into this pond and outlet.

Mr. Davis stated when they built the apartments above him on the corner, they jacked it up two or three feet above his property line and he gets all of that water. He does not want that to happen again.

Clerk Duncan administered the Oath of Witness to Mike Hughes, of 278 Johnsville Brookville Road, Brookville, Ohio.

Mr. Hughes asked why the City would wait until they have a Final Plan to have the Fire Chief review the road curves and road widths to be sure that we can provide adequate fire, police and EMS protection to this community?

Law Director/Development Specialist Stephan replied we normally have the subdivision plan presented at the end of this process and all of our Staff reviews the plan at that time. These road widths meet all of our requirements. We do not perceive any issue with respect to fire safety. Law Director Stephan stated we can have the Fire Chief look at the Preliminary Plan tomorrow if you think it is going to be an issue.

Mr. Hughes replied he would like the Fire Chief to approve it before you get to a Final Plan because a Final Plan is too late.

Chairperson Henderson stated we are in Preliminary Plans right now so we are seeing it and reviewing it.

Mr. Hughes stated he has seen many developers go belly up and you are left with a mess. Is there any kind of retainer being put in place by this developer that the City will retain until the property is finished?

Law Director/Development Specialist Stephan replied there will be a Performance Bond for all of the public infrastructure that will be retained until the end of the process. If the developer defaults on any of the public infrastructure, we will use the bonds to complete the public infrastructure. This is done on every subdivision, and it includes everything in the engineer's estimate.

Mr. Hughes stated he still thinks the lot sizes are too small. He would like to see lots of not less than one quarter of an acre. He stated he thinks you are still dumping too many homes and

creating a high-density situation. Mr. Hughes stated Mr. Davis does not want people running through his yard. There will be 43 homes at 1.97 children per home, which will be 80 kids in this 18 acres. Those kids are going to play somewhere and its going to be wherever they want. With Hunters Run being 47 homes, you are basically taxing the school system with possibly another 160 children. Mr. Hughes asked if there is a report from the superintendent that says our school system can handle another 160 children?

Chairperson Henderson replied he does not know if there is a report but there has been verbal conversations with the school.

Mr. Hughes commented verbal doesn't get it. If it is not written down, it didn't happen.

Member Schreier commented next year's kindergarten class is the smallest we have had in twelve years. It is hard to predict the ebbs and flows of the number of students that are going to be in each class.

Mr. Hughes stated 1.97 children per family multiplied by 43 and 47. Can our school handle it without putting trailers behind the school to hold our kids.

Mayor Letner commented that would be something the School Board will have to answer.

Mr. Hughes stated there needs to be a report on file.

Mayor Letner commented the School Board has a meeting on Monday night if you would like to speak with them. That is totally separate from what we are doing here.

Mr. Hughes replied it very much involves what you are doing here.

Mayor Letner stated again the School Board has a meeting Monday night.

Mr. Hughes stated he will be out of town on Monday. Mr. Hughes stated if your plan does not include adding 160 more kids to our school system, he is asking everyone to vote no.

Mr. Hughes stated he has been begging the City to help him with the drainage on his property for almost three years. He has water coming off all the properties on Brookville Pymont and off the frontage of Johnsville Brookville, flooding him out every time it rains. He has ducks living in his backyard right now. He has 6 to 8 inches of water. He can't go anywhere with it. There's nowhere to go. Mr. Hughes stated he is a citizen, and his property is in the city limits. He is the largest property owner in the City of Brookville. The City is not helping him with his problem, but we're going to create some more with a retention pond that we don't know how big it's going to be because it hasn't been developed. And if this retention pond ends up being double the size, they're not going to reduce the number of these houses. They're going to reduce the sizes of the lots.

Member Schreier commented every lot is at least .26 of an acre. He just wanted to clarify that because Mr. Hughes said each lot should at be at least one quarter of an acre. Member Schreier stated he cannot speak to the water issue.

Law Director/Development Specialist Stephan stated under this zoning the developer would not be permitted to reduce the size of the lots. They are going to stay 85 feet. If the stormwater detention area has to be bigger, they will have fewer lots.

Mr. Hughes inquired whether the homes will be brick, stone or vinyl sided?

Law Director/Development Specialist Stephan replied the front elevations were provided in the Planning Commission packets. They are available online, or we can give you a copy of them.

Mr. Hughes stated you need to think long and hard before you vote yes for this and make sure we have everything in place that we need first. Because once you vote, yes, you can't take it back. He asked would you want this in your backyard?

Chairperson Henderson advised Mr. Hughes that he has appreciated his comments and he does think there is an opportunity to improve his stormwater system. Chairperson Henderson stated if you are where I think you are with this basin, it is something that our engineering team can look at as they go through final development of this development.

Mr. Hughes replied he lives on Johnsville Brookville Road. He stated he is not near this development, he has concerns that we are not handling water already in the city, and we are going to create a bigger mess. Mr. Hughes thanked Planning Commission for their time.

Chairperson Henderson inquired whether anyone online wanted to speak?

No one indicated they wanted to speak.

Mr. Haworth inquired whether this will be brick fronted structures at the minimum?

Ryan Reed replied he thinks it is a buyer selection, but he will let Austin Schile speak to that.

Clerk Duncan administered the Oath of Witness to Austin Schile, of 9225 Harrison Park Court, Indianapolis, Indiana.

Mr. Schile stated each one of these homes is constructed using a portion of masonry and vinyl siding. The development is a buyer selection model, so it is up to the buyer to determine which materials they use and what proportion of those materials they use on their facades.

Mr. Haworth inquired whether the Planning Commission will make sure that at the minimum it is a brick front?

Chairperson Henderson stated it is going to be an owner's choice.

Mr. Haworth stated so what if people say I just want the cheapest possible, I just want all vinyl with pink shutters on it? Mr. Haworth asked if we are going to have some requirements to make sure this is going to be attractive to our community.

Mayor Letner stated there will be an HOA and said if buyers are going to put out that kind of money are they going to go cheap?

Mr. Haworth stated he has been in neighborhoods where he has seen pink shutters on homes. He has been in some nice developments where people don't take care of their place and it looks horrible. Brick is maintenance free. Moss grows on vinyl homes and some people do not care.

Member Dittrick stated that will be part of the HOA. They will regulate the home colors. There will be no pink shutters. They will regulate what percentage of brick and vinyl the facades can be. It depends on how they structure the HOA.

Mr. Haworth stated we just need to assure the citizens that this is going to be done right. Mr. Haworth asked if this development is going to be like the one currently under construction in Union? There are some Arbor Homes under construction in that development.

Mr. Schile replied Arbor Homes is not the developer of Union Springs. They did acquire some finished lots there and are constructing some homes in that community.

Mr. Hughes asked if there is any way to put the HOA restriction on now to not allow vinyl siding, maybe a hardie board restriction at minimum?

Law Director/Development Specialist Stephan stated the developer presented a set of proposed covenants and restrictions and as part of this plan development. We are going to be approving the Final Development Plan with a final set of covenants and restrictions. Law Director/Development Specialist Stephan asked Mr. Schile if he is in agreement that all of the Arbor Homes models in this development will have some brick front as shown in the elevations submitted to Planning Commission?

Mr. Schile replied he can make a commitment tonight that there will be some component of masonry on the front façade of each home.

Law Director/Development Specialist Stephan stated this is what has been presented to Planning Commission in this meeting packet. We would be locking in these elevations and the covenants and restrictions in the Final Development Agreement.

Chairperson Henderson stated if there are no further comments, he will need a motion for approval of the subdivision.

Discussion followed on what should be included in the motion.

Mr. Hughes inquired if the motion would include having a report from the superintendent regarding the effects the development will have on the school.

Chairperson Henderson replied he strongly encourages that, however, he does not think it can be a stipulation on this development.

Motion by Cordes, second by Schreier to recommend approval of the Preliminary Development Plan of Arbor Homes for R-1B (PD) single-family housing on Part Lot 1743 (County Auditor Parcel C05 00109 0020, and making the specific findings of fact required for approval as set forth in 1151.03 and 1151.16 (f) of the Code of Ordinances, with the stipulations that the elevations will have some form of masonry façade, the City of Brookville and Arbor Homes will pay for the cost of the sidewalks installed around the Reed property, and approval of the ingress and egress for fire equipment by the Fire Chief. All yeas, motion carried.

Motion by Claggett, second by Sievers to end the Public Hearing. All yeas, motion carried.

Motion by Schreier, second by Sievers to go back into Regular Session. All yeas, motion carried.

Law Director/Development Specialist Stephan stated Brookville Stor-n-Lock operates a storage unit facility at 570 Albert Road. They are proposing to purchase 1.5 acres from Green Tokai Co., LTD to expand their existing storage facility. Planning Commission has been provided a copy of the Special Use application, the County Auditor map depicting the existing Stor-n-Lock property at 570 Albert Road, a map of the proposed 1.5 acre lot they would be purchasing from Green Tokai, a letter from Terrance Klemt, GTC Chief Executive Officer, stating that the Board of Directors has approved the sale of the 1.5 acres and a copy of Brookville Industrial Park Section Two Record Plan which describes Lot 2631(12.047 acres), from which this 1.5 acre parcel would be subdivided. The requested Special Use approval to construct additional storage units in the 1.5-acre lot is consistent with the existing storage unit use at 570 Albert Road. If this Special Use application is approved, a Final Subdivision Record Plan will be presented to Planning Commission to subdivide the 1.5 acres from the existing lot for transfer from Green Tokai Co, LTD to Brookville Stor-n-Lock. Law Director/Development Specialist Stephan requested Planning Commission approve the Special Use application of Brookville Stor-n-Lock to construct storage units on 1.5 acres to be subdivided from Lot 2631.

Bruce Baker, owner of Brookville Stor-n-Lock, stated they originally had a plan to develop his existing property to add more storage units. The existing units have been full for about three years, and he gets calls all the time requesting storage. This plan will go back from his property about 300 feet. He will construct one storage building at a time. The frontage of the property will remain the same.

Chairperson Henderson stated he had the opportunity to view the proposed land with Mr. Baker and did not see any issues with the proposal.

Mr. Baker stated he will submit engineering plans to Planning Commission once the Special Use is approved.

Motion by Claggett, second by Dittrick to approve Special Use Application #2022-02 for Brookville Stor-n-Lock, 510 Albert Road, to construct additional storage units at 570 Albert Road. All yeas, motion carried.

Mr. Baker commented that Rod Stephan and Green Tokai have both been great to work with.

Chairperson Henderson stated community partners and businesses helping each other is exactly what we want in this community.

Law Director/Development Specialist Stephan reported Louisiana Grill, Home of Bourbon Chicken has submitted a Special Use application to operate their mobile food truck at McMakens, One McMaken Lane. This application is a renewal of their Special Use application previously approved by Planning Commission. Section 1163.03(b)(26) of our Code of Ordinances sets forth the conditions for approval for a mobile food vendor. Law Director/Development Specialist Stephan stated he did receive an email from McMakens advising they had authorized this and requested Planning Commission approve this Special Use application for this mobile food vendor, Louisiana Grill, Home of Bourbon Chicken, to be located at McMakens, One McMaken Lane, for a period of one year.

Law Director/Development Specialist Stephan stated there were no issues with this Special Use permit last year, although a few businesses raised concerns regarding whether we should allow food trucks at all. This would be something Planning Commission would have to revisit in the future.

Member Schreier commented this is the only mobile food truck request this year. Last year we also had El Diablo. Member Schreier commented Planning Commission should probably limit the number of permits so there is not too much competition for local brick and mortar businesses.

Motion by Sievers, second by Claggett to approve Special Use Application #2022-01 for Louisiana Grill, Home of Bourbon Chicken to operate a mobile food truck at one McMaken Lane. All yeas, motion carried.

Law Director Stephan reported Planning Commission has a copy of permits issued in January and February. We continue to see a lot of activity in our zoning permits. There is also a lot of activity in the Meadows of Brookville.

Chairperson Henderson inquired whether construction is going well and if the City has received any complaints from neighboring citizens.

Law Director/Development Specialist Stephan replied we received a few complaints about nails out in the street and that was addressed by Fischer Homes. We have gotten into a rhythm with Fischer, in terms of them submitting their permits. They are usually complete and accurate and then we are getting them turned around quickly.

Member Cordes inquired about the status of the Mexican Restaurant?

Law Director/Development Specialist Stephan replied he is reaching out to them. The issue raised in the community is the liquor permit and he is working on trying to address that.

Member Schreier inquired about the new Hunters Run section under development?

Law Director/Development Specialist Stephan stated they are installing infrastructure right now. He has had discussions with Fischer Homes regarding signage and he believes they are planning to add a model soon. Construction will probably start next year.

Member Claggett asked if Brookville will be eligible for any of the infrastructure funds approved by the Feds?

Manager Keaton replied they are still working on putting it together. The funds have not been handed down to the States yet, but we are keeping an eye on it.

Member Claggett stated his son lives on the north side of Columbus and there are million-dollar houses going up around him using hardie board, not brick. Member Claggett inquired whether Planning Commission has the authority to say no vinyl can be used, only hardie board?

Discussion followed regarding the new and different types of construction materials.

Law Director/Development Specialist Stephan stated to answer Member Claggett's question, in a Planned Development context that could potentially be a requirement. In a normal based zoning, it is not a specific requirement in our code. We would have to put new provisions in our zoning code to mandate that.

Mayor Letner commented he was emailed the other day regarding a tiny home. Mayor Letner stated he does not think we have a need for it in Brookville. Most of our lots in town would not be conducive to a tiny home but he thought he would mention it.

Motion by Sievers, second by Cordes to adjourn. All yeas, motion carried.

Kimberly Duncan, Clerk

Ryan Henderson, Chairperson