



CITY COUNCIL MEETING

Monday, July 15, 2024 at 6:00 PM

1 Benjamin Franklin Way Franklin, Ohio 45005

www.FranklinOhio.org

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVE THE CLERK'S JOURNAL AND ACCEPT THE TAPES AS THE OFFICIAL MINUTES
 - A. [July 1, 2024](#)
5. PRESENTATIONS
 - A. Act of Valor Awards (Chief Stitzel)
 - B. Committee Reports
6. RECEPTION OF VISITORS
7. PUBLIC HEARING
 - A. **ORDINANCE 2024-16** APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF FRANKLIN, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024 AND DECLARING AN EMERGENCY (Jenna Trice)
 - a. Exhibit A: 2024 Budget
8. NEW BUSINESS
 - A. **RESOLUTION 2024-44** AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND OTHER DOCUMENTS FOR THE CITY OF FRANKLIN'S PURCHASE OF CERTAIN REAL PROPERTY IDENTIFIED AS WARREN COUNTY AUDITOR'S PARCEL ID NUMBER 0431137002 (Karisa Steed)
 - a. Exhibit A: Purchase and Sale Agreement
9. INTRODUCTION OF NEW LEGISLATION
 - A. **ORDINANCE 2024-17** AN ORDINANCE TO CONSIDER THE REQUEST FROM FORESTAR REAL ESTATE GROUP TO REZONE A 109.5 ACRE PARCEL OF LAND ON SHAKER ROAD AND MANCHESTER ROAD FROM I-2 GENERAL INDUSTRIAL DISTRICT TO R-2 METROPOLITAN RESIDENTIAL DISTRICT (Barry Conway)
 - a. Exhibit A: Rezoning Application

B. **ORDINANCE 2024-18** AN ORDINANCE TO CONSIDER A PLANNED UNIT DEVELOPMENT APPLICATION AND PRELIMINARY DEVELOPMENT PLAN FOR SHAKER FARMS FROM FORESTAR REAL ESTATE GROUP FOR A 109.5 ACRE PARCEL OF LAND ON SHAKER ROAD AND MANCHESTER ROAD (Barry Conway)

a. Exhibit A: PUD Application and Preliminary Development Plan

10. CITY MANAGER'S REPORT

11. COUNCIL COMMENTS

12. EXECUTIVE SESSION

A. To consider the appointment, employment, and compensation of a public employee or official pursuant to ORC 121.22 (G)(1).

13. ADJOURNMENT



CITY COUNCIL MEETING

Monday, July 01, 2024 at 6:00 PM

1 Benjamin Franklin Way Franklin, Ohio 45005

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CLERK'S JOURNAL

1. CALL TO ORDER

Mayor Centers called the meeting to order at 6:00pm.

2. ROLL CALL

PRESENT

D. Denny Centers

Paul Ruppert

Vice Mayor Todd Hall

Mayor Brent Centers

Debbie Fouts

Matt Wilcher

ABSENT

Michael Aldridge

Mr. Aldridge was excused for planned travel.

Staff: Mr. Westendorf, Mr. Yoder, Ms. Trice, Ms. Dunn, Ms. Steed, Chief Colon, Chief Stitzel, Ms. Fields, Mr. Inman, Mr. Miller, Mr. Conway, Ms. Chibis and Officer Holland were also in attendance.

There were approximately 26 guests at the meeting.

3. PLEDGE OF ALLEGIANCE

Mayor Centers led the pledge of allegiance.

4. APPROVE THE CLERK'S JOURNAL AND ACCEPT THE TAPES AS THE OFFICIAL MINUTES

A. June 17, 2024

Motion made by Vice Mayor Hall, Seconded by Ruppert.

Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Fouts, Wilcher

Motion passed.

5. RECEPTION OF VISITORS

Mayor Centers opened and closed the Reception of Visitors at 6:02pm as none asked to be heard.

6. PUBLIC HEARING

A. ORDINANCE 2024-15 AN ORDINANCE TO CONSIDER THE REQUEST OF THE FRANKLIN CITY BOARD OF EDUCATION TO REZONE 6 LOTS ON ANDERSON STREET, SIXTH STREET AND SEVENTH STREET FROM MU-1 MIXED USE DISTRICT TO CV-1 CIVIC DISTRICT

Mayor Centers turned the meeting over to Vice Mayor Hall at 6:02pm due to a professional conflict of interest.

Vice Mayor Hall explained that everyone who would like to speak will be allowed to do so. If needed, he will limit each person to three minutes for the sake of time. Mr. Yoder, Law Director for the City, administered an oath to those wishing to speak either for or against the rezoning request. He instructed those who wish to speak to come to podium, state their name and address for record, confirm they had taken the oath, and speak on the rezoning request. He said there was to be no speaking from the audience. Once the public hearing is closed, Council will deliberate.

Mr. Westendorf reminded the audience that the process for rezoning is laid out by law and is the same for any other project that would come before the Planning Commission and Council. The applicant submits a formal application which goes to a technical review committee composed of City staff. Staff reviews to see if the proposal adheres to code and planning documents. Staff provides guidance to the applicant. The application then goes to the Planning Commission and/or the Board of Zoning Appeals. Zoning and rezoning is a legislative action of Council. Four votes are required for a change. Planning Commission, the Board of Zoning Appeals, and Council must abide by the law.

Mr. Westendorf reviewed the timing and process for both the Downtown Master Plan and Reinvent Franklin 2040 Comprehensive Plan. Representatives from the school were a part of both processes. The City and School also assigned a joint task force for a Parks Master Plan. This was thought to be the best use of public dollars that would produce an better overall product for the community.

Ms. Fields explained that the applicant is present and requesting rezoning. She reviewed the parcels that are requested to be rezoned and the adjacent parcels to the property. The Downtown Master Plan was adopted in 2023 after two years of research, public engagement, and planning and reflects a bold and ambitious vision for Downtown Franklin by establishing a framework for how the city can achieve that vision. Throughout the planning process, the city engaged with the public through:

- A citywide survey
- Attendance at the Citizen Advisory Committee meetings
- A public open house
- City Council retreats

The feedback overwhelmingly supported the plan’s vision and framework. To implement the plan’s vision, the city rezoned the properties within downtown and drafted new regulations to align with the planning boundaries in the Master Plan. The effort was completed in 2023 and include the rezoning of the subject properties, which have historically been used for commercial from C-2 to MU-1. She reviewed the seven criteria Planning Commission and City Council shall consider when approving zoning amendments. Ms. Fields read the staff comments regarding the rezoning.

Vice Mayor Hall opened the Public Hearing at 6:32pm. Mr. Yoder asked people to affirm they were sworn in when stating their name and address and for one person to speak at a time.

Dr. Mike Sander, Superintendent of Franklin City Schools, 754 E. Fourth Street, asked to be heard. He affirmed he had been sworn in. Russell Miller from SHP was with him to help with his presentation. He spoke in favor of the rezoning request.

Vice Mayor Hall invited anyone in favor of the rezoning to speak. Mr. Yoder reminded everyone that comments should only come from the podium.

Ms. Amy Hudson Estepp, 4620 Beal Road asked to be heard and affirmed she was sworn in. She spoke in favor of the rezoning. She spoke specifically on behalf of the band boosters.

Mr. John Berry, 140 Waterstone Drive, asked to be heard and confirmed he was sworn in. He is the Director of extra curriculars at Franklin High School. He spoke in favor of the rezoning and spoke to the benefit of the athletic facilities.

Mr. John Ross, 4229 Marvel Drive, asked to be heard. He affirmed he had been sworn in. He spoke in favor of the rezoning request.

Mr. Douglas Greathouse, 41 West 6th Street, asked to be heard and affirmed he had been sworn in. He spoke in favor of the rezoning.

Mr. Robert Knipper, 17 Holly Drive, and Franklin City Schools Board of Education member, asked to be heard. He affirmed he had been sworn in. He spoke in favor of the rezoning request and said it was necessary for outdoor physical education classes.

Dr. Sander reapproached the podium and clarified that the schools are required by law to have outdoor classroom space. If the rezoning request was denied, students would be bussed to another facility for outdoor physical education.

Mrs. Rachel Ruppert Wolfinbarger, 9834 N Dixie Highway, and Franklin City Schools Board of Education member, asked to be heard. She affirmed she was sworn in. She spoke in favor of the rezoning.

Vice Mayor Hall opened the floor to anyone who is opposed to the rezoning. Seeing no one approach, he asked the applicant if they had anything else to say.

Dr. Sander shared concerns about not being able to use the property due to current zoning. Mr. Wilcher asked what was planned for the property. Dr. Sander that long term, the schools would like to install turf fields with bleachers. A stadium is desired, but he doesn't believe the funds would be available for the required infrastructure, including restrooms.

Vice Mayor Hall closed the public hearing at 7:36pm.

Mr. Yoder explained that the comments portion of the agenda was closed and Council will now discuss the rezoning request.

During Council discussion, Vice Mayor Hall expressed frustration with communication issues. He said he had several meetings with Mrs. Ruppert-Wolfinbarger and Mrs. Raleigh and nothing was decided. He asked Mrs. Raleigh if anything was decided at their meetings.

After asking Mrs. Raleigh a question, Vice Mayor Hall re-opened the Public Hearing at 7:46pm to allow Mrs. Raleigh to speak. Mrs. Lori Raleigh, 16 West 7th Street, affirmed she had been sworn in. She said that the photos shown were presented a year ago and that the City should have known what the plan was at that point. Vice Mayor referenced the joint Council School Board meeting that was held last year and said that the school was not clear on their intentions at that time. The City and School did a joint parks Master Plan and the results of those work sessions were discussed at the joint meeting. Following

the joint meeting, the school did not communicate that they no longer wanted to move forward with the joint plan. He said that clear communication would have made this process better for everyone.

Vice Mayor Hall closed the Public Hearing at 7:51pm.

Vice Mayor Hall asked for a motion to either approve or deny the rezoning request.

Motion to approve the rezoning request made by Fouts, Seconded by D. Centers.

Voting Yea: D. Centers, Vice Mayor Hall, Fouts, Wilcher

Voting Nay: Ruppert

Voting Abstaining: Mayor Centers

Motion passed.

Council recessed from 7:52pm to 8:01pm.

Mayor Centers resumed moderation of the meeting. He said he is proud of Council and the legislative process. Everyone voted for what is right for the community, which is why Council is elected. It was a proper and fair process. Staff expertise helped tremendously.

7. NEW BUSINESS

A. Murphy Oil Liquor License Application

Murphy Oil USA, Inc has submitted an application to the Division of Liquor Control for a C-2 liquor license. C-2 allows for carryout only sales of wine and pre-packaged, low proof mixed beverages. Staff has no objections to this application and does not request a hearing be requested.

Motion made by Vice Mayor Hall, Seconded by Fouts.

Voting Yea: D. Centers, Vice Mayor Hall, Mayor Centers, Fouts, Wilcher

Voting Nay: Ruppert

Motion passed. A hearing will not be requested for this application.

B. RESOLUTION 2024-42 AWARDING THE BID AND AUTHORIZING EXECUTION OF THE CONTRACT WITH JOHN R. JURGENSON COMPANY FOR THE 2024 MUNICIPAL PAVING PROJECT

The Engineer’s estimated cost for the Project was \$200,000. The project includes: Elaine Avenue from Victoria Drive to Judy Drive.

On June 26, 2024, the City opened bids for this project, which were as follows:

Bidder	Total Bid
John R. Jurgensen Co.	\$219,063.00
Normac Company	\$219,523.00
Barrett Paving Materials, Inc.	\$252,929.00

Staff recommended that we accept the bid in the amount of \$219,063.00 from John R. Jurgenson Company as the lowest and best bid.

Motion made by Wilcher, Seconded by Vice Mayor Hall.

Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Fouts, Wilcher

Motion passed.

C. RESOLUTION 2024-43 AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL COST SHARING AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO AND THE MONTGOMERY COUNTY ENGINEERS OFFICE, OHIO RELATING TO COMPENSATORY MITIGATION FOR AQUATIC

RESOURCE IMPACTS CREATED BY THE REMOVAL AND RECONSTRUCTION OF THE DAYTON-CINCINNATI PIKE (NORTH DIXIE HIGHWAY) RETAINING WALL

This IGA allows the City of Franklin to jointly work with the Montgomery County Engineer’s Office to mitigate environmental impacts to stream and wetland resources classified as Waters of the United States under permitting jurisdiction of the US Army Corps of Engineers.

The US Army Corps of Engineers office estimates the mitigation will cost approximately \$541,660. The City’s share of the cost is approximately \$351,972. The City’s share of the project will come from the Capital Improvement Fund.

Motion made by Vice Mayor Hall, Seconded by Ruppert.

Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Fouts, Wilcher

Motion passed.

8. CITY MANAGER'S REPORT

Vice Mayor Hall ran an excellent meeting. Mr. Westendorf was not surprised by the outcome. The proper process was followed. He appreciates the sentiment of requesting the truth and straight-forward communication. He is committed to giving the best product to the community.

Mr. Westendorf was approached by the Warren County Foundation seeking participation in a Civic Fund for City of Franklin projects. There is no current 501c3 to serve the community. That would look for a committee of three-five people to create an investment policy, raise funds, and then be tasked with awarding decisions. There are fees involved; \$500/annual, \$125/quarterly. Mr. Westendorf asked Council for their input and if they think there is a need. Mayor Centers serves on the Warren County Foundation board and under advisement from Mr. Yoder, excused himself from the conversation. Council agreed there is a need and it would be a good thing but had questions. Mr. Westendorf will bring back more information.

Mr. Westendorf recognized the Finance Department, especially Ms. Trice and her leadership. She has done a tremendous amount of work since coming on board. The audit was returned with no comments. The Government Finance Officers Association has awarded the City of Franklin a “Certificate of Achievement of Excellence in Financial Reporting. He appreciates what she is doing. Mr. D. Centers agreed that she does a great job, and she appreciates her work. Mr. Ruppert said reports are well done and communicate a lot of knowledge.

Staff has done a great job of communicating with residents. The newsletter (The Franklin Post) along educational videos, and more to come. These are time intensive projects. He thinks that staff is doing a wonderful job serving the community and communicating what is going on.

The Independence Day Parade would be held on Thursday. He received many questions about why the parade had changed. Construction at community park is main reason. The Park entrance will be affected again next year. The parade should be along Main Street next year. Mr. Lewis will MC this year’s parade and there is a new National Anthem singer. Formally the wettest parade, modifications were made this year. He asked Council for a discussion about how to tackle the wet component moving forward. It was discussed and concluded that there is a difference between audience and parade goers shooting water, and the Fire Division spraying at the end of the parade. Unfortunately, adult parade attendees have taken it too far and harmed others, which has ruined the fun for everyone. The Fire Division will be able to spray moving forward. Safety is the priority.

Mr. Westendorf gave an update on the Streetscape project. Half of the light pole order should be delivered by August 19. The chandelier ring light for 4th and Main has been delivered. By July 29, Main

Street from Second to Fourth should be reopened to two-way traffic. Contractors will be closing the intersection of Third and Main. In mid to late August, Fourth Street will be closed with an unknown time of closure.

He had received lots of encouraging feedback regarding the RAISE Grant decision. He was disappointed in the outcome but is still moving forward. Support of Council, staff, and the community means a lot.

9. COUNCIL COMMENTS

Mr. Wilcher said Vice Mayor Hall did a nice job and was very well spoken. He expects better communication and a better relationship with the school board moving forward.

The RAISE grant decision was disappointing. Not one rock was left unturned. This is not a setback; we will make it. He believes in staff.

He complimented Fizzy Sips & Sweets and encouraged shopping local.

Mrs. Fouts thinks good work was done tonight. Vice Mayor Hall did awesome, and she was glad to see his passion come through.

The structures under the Lions on the Lion’s Bridge need work. She would like to see the boxes painted or some repair.

Mr. D. Centers said he doesn't appreciate the comments made by Mr. Greathouse about the City overpaying for properties. He feels Mr. Greathouse is uninformed and his comments are slander. He thinks the asking price for Mr. Greathouse’s building is inflated.

Mr. Ruppert hopes that improved communication with the school board will occur but is apprehensive it will happen under their current administration. He is supportive of the schools and students and does lots of charitable work through the Ruppert Foundation. He feels the process and outcome would have been better for everyone involved if clear communication had occurred.

Vice Mayor Hall said he appreciates Mr. Ruppert. He hopes communication gets straightened out with the schools. He wished they would have made their plans clear and not done a year and half of back and forth. It is now on record that they want to cooperate and work with the City. He hopes cooperation occurs as they presented it that evening. Communication was terrible. He does not wish to waste any more time or money due to their lack of communication.

Mayor Centers thought the public hearing was fair.

He was glad Mr. Combs was present. Mayor Centers recently made a Facebook comment trying to be positive about how Downtown businesses are thriving and lunchtime is packed at Pisanello’s. He wanted to let Mr. Combs know that he was not dismissing the struggles downtown businesses have experienced during construction. He believes all downtown business will benefit from this project and that's why it’s being done.

He complimented the audit. A clean audit is very good. He appreciates the work done by Ms. Trice. The RAISE grant was not a a setback. We are now known and discussed by high officials. The City’s work is known.

He was invited to a government roundtable hosted by the Springboro Chamber. It was a nice panel of representatives including Senator Wilson and Representative Lipps, with approximately 60 attendees. Everyone got to hear about the great work going on in Franklin. He appreciates being included.

10. EXECUTIVE SESSION

- A. To consider the appointment, employment, and compensation of a public employee or official pursuant to ORC 121.22 (G)(1).
- B. To consider confidential information related to the trade secrets of an applicant for economic development assistance pursuant to ORC 121.22 (G)(8).
A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.

Motion to enter executive session made by D. Centers, Seconded by Ruppert.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Fouts, Wilcher

Motion passed. Council entered executive session at 8:55pm

Motion to exit executive session made by Vice Mayor Hall, Seconded by Fouts.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Fouts, Wilcher

Motion passed. Council exited executive session at 9:32pm.

11. ADJOURNMENT

Motion to adjourn made by Vice Mayor Hall, Seconded by Wilcher.
Voting Yea: D. Centers, Ruppert, Vice Mayor Hall, Mayor Centers, Fouts, Wilcher

Motion passed. Council adjourned at 9:32pm.

Brent Centers, Mayor

Khristi Dunn, Clerk of Council



LEGISLATIVE COVER MEMO

Introduction: July 15, 2024

Public Hearing: July 15, 2024

Effective Date: July 15, 2024

Agenda Item: **Ordinance 2024-16**

APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF FRANKLIN, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND DECLARING AN EMERGENCY

Submitted by: Jenna Trice, Finance Director

Scope/Description:

This ordinance will adjust appropriations to the following funds:

General Fund

- Increase the General Fund Transfers to the economic Development Fund by \$160,000.

Economic Development Fund

- Increase of \$160,000 to the Other account line for Property Acquisition.

Street Fund

- Increase of \$5,000.00 In Personnel.

Recreation Fund

- Increase of \$14,000.00 in Personnel.

Water Fund

- Increase of \$235,000 to the Water Fund Other for the Meter Reading Project.

Emergency Legislation: Yes – Necessary to provide for the financial operations of the City through the end of the fiscal year. This ordinance will become effective on July 15, 2024.

Vote Required for Passage:

Per Section 4.14 of the City Charter, the passage of this Ordinance requires the affirmative vote of not less than four members of Council.

Exhibits: Exhibit A: 2024 Budget

Recommendation: Approval.

CITY OF FRANKLIN, OHIO
ORDINANCE 2024-16

APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF FRANKLIN, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024 AND DECLARING AN EMERGENCY

WHEREAS, the Council of the City of Franklin finds it necessary, upon the recommendation of the Finance Committee, the City Manager and the Finance Director, to make the following appropriations, which provides appropriations for the fiscal year ending December 31, 2024, in order to meet current expenses and to authorize certain other expenditures; and

WHEREAS, Section 4.14 of the City’s Charter authorizes emergency appropriations, when such appropriations are made pursuant to an emergency ordinance.

THE CITY OF FRANKLIN HEREBY ORDAINS, at least four (4) members of Council elected thereto concurring, that:

Section 1. This Ordinance is an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Franklin, Ohio. The reason for such necessity arises from the need to provide appropriations for current expenses and other expenditures for the fiscal year ending December 31, 2024, to ensure the continued, usual, daily operation of the City Government.

Section 2. To provide for current expenses and other expenditures of the City of Franklin, Ohio, for the fiscal year ending December 31, 2024, the sums contained within the attached Exhibit A, as amended, are hereby appropriated.

Section 3. Existing Ordinance 2024-07 is hereby repealed.

Section 4. The Finance Director is hereby authorized to make payments from any of the appropriations herein made, upon receiving proper claims, certificates and or vouchers approved by the officials, department heads, or their respective designees, authorized by law to approve the same, or upon an ordinance or resolution of Council to make expenditures; provided, however, that no payments for salaries or wages shall be made except to persons employed in accordance with the ordinances of the City of Franklin and/or laws of the State of Ohio.

Section 5. The Finance Director is hereby authorized to adjust appropriations within any Fund or Department, so long as the adjustments made do not exceed the total appropriations authorized within any Fund. In addition, the Finance Director is hereby authorized to establish additional accounts within any Fund as may from time to time be required to ensure proper accounting or by the State of Ohio.

Section 6. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Chapter 121 of the Ohio Revised Code, and the Rules of Council.

Section 7. This Ordinance shall take effect immediately upon its adoption and, in accordance with Sections 4.05 and 4.14 of the City’s Charter, shall not be automatically repealed.

INTRODUCED: July 15, 2024

ADOPTED: July 15, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Ordinance 2024-16 passed by that body on July 15, 2024.

Khristi Dunn, Clerk of Council

APPROVED AS TO FORM:

Ben Yoder, Law Director

FUND	ACTIVITY	PERSONAL SERVICES	OTHER	TOTAL
100	<u>GENERAL FUND</u>			
	<u>Public Safety</u>			
	Police Division	\$4,479,400	\$814,530	\$5,293,930
	Reserve Police	\$1,800	\$0	\$1,800
	Total	\$4,481,200	\$814,530	\$5,295,730
	<u>General Government</u>			
	Economic Development	\$0	\$101,180	\$101,180
	Clerk & Council	\$200,542	\$73,925	\$274,467
	Municipal Court	\$835,930	\$247,775	\$1,083,705
	Probation Division	\$305,600	\$17,110	\$322,710
	City Manager	\$537,040	\$18,700	\$555,740
	Finance Department	\$351,620	\$122,320	\$473,940
	Income Tax Division	\$254,700	\$514,095	\$768,795
	Law Department	\$0	\$577,500	\$577,500
	Civil Service Commission	\$0	\$7,850	\$7,850
	Planning Commission	\$0	\$10,200	\$10,200
	Building & Grounds	\$71,370	\$134,600	\$205,970
	Other Government	\$0	\$521,136	\$521,136
	Building Division	\$323,950	\$367,500	\$691,450
	Total	\$2,880,752	\$2,713,891	\$5,594,643
	<u>Transfers</u>			
	Transfers & Advances	\$0	\$8,755,238	\$8,755,238
	Total	\$0	\$8,755,238	\$8,755,238
	TOTAL GENERAL FUND	\$7,361,952	\$12,283,659	\$19,645,611
200	<u>STREET FUND</u>			
	Street Constr, Maint, & Repair	\$868,011	\$971,041	\$1,839,052
	Total	\$868,011	\$971,041	\$1,839,052
210	<u>STATE HIGHWAY FUND</u>			
	Street Constr, Maint, & Repair	\$0	\$56,000	\$56,000
	Total	\$0	\$56,000	\$56,000
212	<u>FIRE & EMS LEVY FUND</u>			
	Fire & EMS Division (Includes Grant)	\$2,339,370	\$642,700	\$2,982,070
	Volunteer Firefighters	\$798,400	\$2,000	\$800,400
	Transfers & Advances	\$0	\$451,000	\$451,000
	Total	\$3,137,770	\$1,095,700	\$4,233,470
215	<u>ISSUE TWO FUND</u>			
	Street Constr, Maint, & Repair	\$0	\$1,045,000	\$1,045,000
	Total	\$0	\$1,045,000	\$1,045,000
219	<u>E 9-1-1 WIRELESS FUND</u>			
	Police Division	\$103,920	\$101,485	\$205,405
	Total	\$103,920	\$101,485	\$205,405
220	<u>JOINT RECREATION FUND</u>			
	Swimming Pool	\$16,800	\$197,350	\$214,150
	Transfers & Advances	\$0	\$0	\$0
	Total	\$16,800	\$197,350	\$214,150
225	<u>COMPUTER RESEARCH FUND</u>			
	Municipal Court	\$0	\$0	\$0

	Total	\$0	\$0	
230	<u>COURT SPECIAL PROJECTS</u>			
	Municipal Court	\$95,760	\$259,000	\$354,760
	Probation Division	\$28,100	\$97,700	\$125,800
	Total	\$123,860	\$356,700	\$480,560
235	<u>CLERK'S COMPUTERIZATION</u>			
	Municipal Court	\$0	\$47,000	\$47,000
	Total	\$0	\$47,000	\$47,000
238	<u>FEMA FUND</u>			
	Fire & EMS Division	\$0	\$0	\$0
	Transfers & Advances	\$0	\$1,097,295	\$1,097,295
	Total	\$0	\$1,097,295	\$1,097,295
239	<u>LOCAL CORONAVIRUS RELIEF FUND</u>			
	Police Division	\$0	\$0	\$0
	Fire & EMS Division (Includes Volunteers)	\$0	\$0	\$0
	Total	\$0	\$0	\$0
240	<u>COUNTY VEHICLE TAX FUND</u>			
	Street & Road Repair	\$0	\$215,770	\$215,770
	Transfer & Advance	\$0	\$0	\$0
	Total	\$0	\$215,770	\$215,770
250	<u>DRUG LAW ENFORCEMENT</u>			
	Police Division	\$0	\$0	\$0
	Total	\$0	\$0	\$0
255	<u>LAW ENFORCEMENT FUND</u>			
	Police Division	\$0	\$22,000	\$22,000
	Total	\$0	\$22,000	\$22,000
258	<u>ONE OHIO OPIOIOD FUND</u>			
	Police Division	\$0	\$0	\$0
	Total	\$0	\$0	\$0
260	<u>RECREATION FUND</u>			
	Parks & Recreation	\$325,150	\$311,150 \$297,019	\$622,169
	Special Events	\$0	\$90,100	\$90,100
	Total	\$325,150	\$387,119	\$712,269
265	<u>LAW ENFORCEMENT ASST. FUND</u>			
	Police Division	\$0	\$0	\$0
	Total	\$0	\$0	\$0
270	<u>IDAT FUND</u>			
	Health	\$0	\$7,000	\$7,000
	Total	\$0	\$7,000	\$7,000
272	<u>IDIAM FUND</u>			
	Health	\$0	\$21,250	\$21,250
	Total	\$0	\$21,250	\$21,250
275	<u>ENFORCEMENT & EDUCATION FUND</u>			
	Health	\$0	\$1,500	\$1,500
	Total	\$0	\$1,500	\$1,500
277	<u>IN HOUSE MONITORING FUND</u>			
	Municipal Court	\$0	\$0	\$0
	Total	\$0	\$0	\$0

280	<u>AMERICAN RESCUE PLAN FUND</u>			
	Other	\$0	\$65,000	\$65,000
	Total	\$0	\$65,000	\$65,000
290	<u>EMPLOYEE BENEFITS RESERVE FUND</u>			
	Police Division	\$176,165	\$0	\$176,165
	Fire Division	\$68,450	\$0	\$68,450
	Parks & Recreation	\$11,200	\$0	\$11,200
	Sanitary Sewer	\$10,000	\$0	\$10,000
	Water	\$37,000	\$0	\$37,000
	Stormwater Utility	\$10,000	\$0	\$10,000
	Street Constr, Maint, & Repair	\$29,800	\$0	\$29,800
	Clerk & Council	\$0	\$0	\$0
	Municipal Court	\$5,000	\$0	\$5,000
	City Manager	\$0	\$0	\$0
	Finance	\$5,000	\$0	\$5,000
	Income Tax	\$5,000	\$0	\$5,000
	Building & Grounds	\$0	\$0	\$0
	Building Division	\$24,000	\$0	\$24,000
	Total	\$381,615	\$0	\$381,615
310	<u>BOND RETIREMENT FUND</u>			
	Bond Retirement	\$0	\$1,225,782	\$1,225,782
	Total	\$0	\$1,225,782	\$1,225,782
320	<u>SPECIAL ASSESSMENT BOND RETIREMENT</u>			
	Bond Retirement	\$0	\$0	\$0
	Total	\$0	\$0	\$0
400	<u>CAPITAL IMPROVEMENTS FUND</u>			
	Police Division	\$0	\$391,000	\$391,000
	Other Government	\$0	\$1,900,096	\$1,900,096
	Total	\$0	\$2,291,096	\$2,291,096
401	<u>ODOT PROGRAM FUND</u>			
	Street Constr, Maint, & Repair	\$0	\$2,829,000	\$2,829,000
	Total	\$0	\$2,829,000	\$2,829,000
403	<u>ECONOMIC DEVELOPMENT & REHABILITATION FUND</u>			
	Economic Development	\$0	\$859,000	\$859,000
	Total	\$0	\$859,000	\$859,000
410	<u>TIF FUND</u>			
	Economic Development	\$0	\$83,904	\$83,904
	Total	\$0	\$83,904	\$83,904
412	<u>FIRE & EMS REPLACEMENT FUND</u>			
	Fire & EMS Division	\$0	\$259,690	\$259,690
	Total	\$0	\$259,690	\$259,690
420	<u>SEWER REPLACEMENT FUND</u>			
	Sanitary Sewer	\$0	\$0	\$0
	Total	\$0	\$0	\$0
430	<u>WATERWORKS REPLACEMENT FUND</u>			
	Water	\$0	\$1,885,000	\$1,885,000
	Total	\$0	\$1,885,000	\$1,885,000
440	<u>STORMWATER REPLACEMENT FUND</u>			
	Stormwater Utility	\$0	\$0	\$0
	Total	\$0	\$0	\$0

520	<u>STREET LIGHTING FUND</u>			
	Street Lighting	\$0	\$92,500	\$92,500
	Total	\$0	\$92,500	\$92,500
530	<u>MIAMI CONSERVANCY DISTRICT</u>			
	Flood Control	\$0	\$58,000	\$58,000
	Total	\$0	\$58,000	\$58,000
610	<u>WATER FUND</u>			
	Water Division (Includes Water Treatment Plant)	\$1,169,950	\$1,295,950	\$1,060,950 \$2,465,900
	Bond Retirement	\$0	\$94,600	\$94,600
	Transfers & Advances	\$0	\$2,175,000	\$2,175,000
	Total	\$1,169,950	\$3,565,550	\$4,735,500
611	<u>WATER DEPOSIT</u>			
	Other	\$0	\$30,000	\$30,000
	Total	\$0	\$30,000	\$30,000
620	<u>SEWER FUND</u>			
	Sewer Division	\$378,000	\$2,800,100	\$3,178,100
	Transfers & Advances	\$0	\$115,000	\$115,000
	Total	\$378,000	\$2,915,100	\$3,293,100
621	<u>SEWER DEPOSIT</u>			
	Other	\$0	\$30,000	\$30,000
	Total	\$0	\$30,000	\$30,000
630	<u>TRASH COLLECTION FUND</u>			
	Trash Collection	\$65,234	\$907,100	\$972,334
	Total	\$65,234	\$907,100	\$972,334
640	<u>STORMWATER UTILITY FUND</u>			
	Stormwater Utility	\$362,650	\$380,026	\$742,676
	Other Financing Uses	\$0	\$25,000	\$25,000
	Total	\$362,650	\$405,026	\$767,676
810	<u>POLICE PENSION FUND</u>			
	Police Division	\$553,000	\$1,300	\$554,300
	Total	\$553,000	\$1,300	\$554,300
820	<u>FIRE PENSION FUND</u>			
	Fire & EMS Division (Includes Grant)	\$449,700	\$1,300	\$451,000
	Total	\$449,700	\$1,300	\$451,000
825	<u>F.C. DIAL TRUST FUND</u>			
	Parks & Recreation	\$0	\$19,761	\$19,761
	Total	\$0	\$19,761	\$19,761
835	<u>UNCLAIMED MONIES FUND</u>			
	Unclaimed Funds	\$0	\$1,000	\$1,000
	Transfers & Advances	\$0	\$6,100	\$6,100
	Total	\$0	\$7,100	\$7,100
840	<u>INSURANCE RESERVE FUND</u>			
	Insurance Demolition	\$0	\$20,000	\$20,000
	Total	\$0	\$20,000	\$20,000
845	<u>BUILDING STANDARDS FUND</u>			
	Building Division	\$0	\$2,000	\$2,000
	Total	\$0	\$2,000	\$2,000
	TOTAL BUDGET	\$15,297,612	\$35,459,078	\$50,756,690



LEGISLATIVE COVER MEMO

Introduction: July 15, 2024

Agenda Item: **Resolution 2024-44**

AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND OTHER DOCUMENTS FOR THE CITY OF FRANKLIN'S PURCHASE OF CERTAIN REAL PROPERTY IDENTIFIED AS WARREN COUNTY AUDITOR'S PARCEL ID NUMBER 0431137002

Submitted by: Karisa Steed, Assistant City Manager/Econ. Development

Scope/Description: To allow the City Manager to execute a purchase and sale agreement for the City's purchase of 32 W. Fifth Street.

Budget Impact: \$80,000. The purchase of this real property described in this Resolution is expected to be in the best interests of the general welfare of City of Franklin residents by furthering economic development, growth, and stability in the City's downtown area.

Exhibits: Exhibit A: Purchase and Sale Agreement

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-44

AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND OTHER DOCUMENTS FOR THE CITY OF FRANKLIN’S PURCHASE OF CERTAIN REAL PROPERTY IDENTIFIED AS WARREN COUNTY AUDITOR’S PARCEL ID NUMBER 0431137002

WHEREAS, Section 3.03(i) of the City Charter grants the Franklin City Council with the authority to acquire title or interest in real property;

WHEREAS, the City of Franklin desires to purchase a parcel of real property located in the City’s corporate boundaries, more particularly identified as Warren County Auditor’s Parcel ID number: 0431137002 (32 W Fifth Street) (the “Property”); and

WHEREAS, the current owners of the Property have agreed to sell the Property to the City for a total purchase price of \$80,000;

WHEREAS, the City of Franklin City Council finds it to be in the best interests of the City and its residents to proceed with the purchase of the Property for \$80,000, pursuant to the terms and conditions of the Purchase and Sale Agreement negotiated by the City and Property owners, attached as Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members present concurring, that:

Section 1. The City Manager is authorized to execute a Purchase and Sale Agreement in substantially the same form as the agreement attached hereto as Exhibit A, along with all other documents necessary to consummate the City’s purchase of the Property.

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: July 15, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on July 15, 2024.

Khristi Dunn, Clerk of Council

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this “Agreement”) is made and entered into as of the ____ day of July, 2024 (the “Effective Date”) by **THE CITY OF FRANKLIN, OHIO**, an Ohio municipal corporation having an address of 1 Benjamin Franklin Way, Franklin, Ohio 45005 (“Buyer”) and **TOWNSQUARE PROPERTIES LLC**, an Ohio limited liability company having an address at 3987 Hamilton Middletown Road, Suite D, Hamilton, Ohio 45011 (collectively, “Seller”). In consideration of the mutual representations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer (the “Parties”) covenant and agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the real property located at 32 W Fifth Street, Franklin, Ohio 45005, identified more particularly as Warren County Parcel ID No. 0431137002 (the “Property”). The Property also includes all associated improvements, easements, rights-of-way and appurtenances belonging or in any way appertaining thereto, and all rights, licenses, privileges and benefits which relate thereto, of every kind, character and description, now existing or existing at the Closing (as defined below), whether tangible or intangible, real, personal or mixed.

2. Purchase Price. Buyer shall purchase the Property for a price of Eighty Thousand and no/100 Dollars (\$80,000.00) (the “Purchase Price”). The Purchase Price shall be paid at Closing subject to adjustments set forth herein.

3. Due Diligence Period.

(a) Buyer’s obligations hereunder are subject to Buyer being satisfied regarding the condition and suitability of the Property in all respects, in Buyer’s sole discretion. Buyer shall have the opportunity and right to inspect and investigate the Property’s condition and suitability for a period of up to ninety (90) days following the Effective Date (the “Due Diligence Period”).

(b) Buyer shall have the right during the Due Diligence Period to commence physical tests and inspections of the Property and to undertake any engineering, environmental, soils, or other studies on the Property (all at Buyer’s sole cost); provided, however, Buyer shall give Seller reasonable advance notice of any proposed entry onto the Property for such purposes. Seller shall cooperate with Buyer in its Property inspections, and shall not unreasonably restrict Buyer’s access to the Property, during the Due Diligence Period. Matters subject to Buyer’s review may include, by way of example and without limitation, title, surveys, review of physical conditions, financial feasibility, development costs, utility availability, sanitary and storm water facilities, soil and subsurface conditions, environmental conditions and restrictive covenants.

(c) If Buyer notifies Seller of any title defects, exceptions or survey objections (collectively, “Objections”) prior to the expiration of the Due Diligence Period, Seller shall have ten (10) days from its receipt of such notice in which to either: (i) cure such Objection(s) or commit to cure them on or before the Closing Date; or (ii) notify Buyer in writing that Seller is unable or unwilling to cure such Objection(s). If Seller notifies Buyer that Seller is unable or unwilling to cure any Objection, Buyer shall have ten (10) days from its receipt of such notice in which to elect

in writing to either: (i) accept such title as Seller is willing and able to convey; or (ii) terminate this Agreement, in which case the Parties will have no further obligations to one another.

(d) Notwithstanding the foregoing, Seller shall be responsible for causing all matters of a monetary nature arising from the act or omission of Seller to be released at or prior to Closing, including, without limitation, mortgages, judgment liens, mechanic's liens, penalties, and the like; and Buyer shall have no obligation to notify Seller that any such matters are objectionable or otherwise must be released prior to Closing.

(e) Nothing in this Agreement shall be construed as imposing any limitations upon the reasons for which Buyer may decide not to purchase the Property. Buyer shall have the right, in its sole discretion, for any reason or no reason, to terminate this Agreement by providing Seller with written notice of Buyer's decision to terminate at any time prior to the expiration of the Due Diligence Period and the parties shall thereafter have no rights or obligations with respect to one another under this Agreement except those which expressly survive Closing or termination hereof.

4. Closing; Closing Adjustments and Costs; Closing Documents.

(a) Closing Date. The closing of the purchase contemplated herein shall take place at such time and place as is mutually agreed by the Parties that is no later than ten (10) days after the expiration or Buyer's earlier waiver of the Due Diligence Period (the "Closing").

(b) Closing Costs. At Closing, Buyer shall pay all transfer taxes. Seller shall pay all title examination fees and title insurance premiums necessary to provide Buyer with an owner's policy of title insurance insuring fee simple title ownership to the Property. Buyer and Seller shall equally divide the costs associated with preparation of the General Warranty Deed, recording costs, and all other closing costs. Buyer and Seller shall each be responsible for the payment of their respective attorneys' fees and expenses.

(c) Real Estate Taxes. Buyer and Seller shall prorate all real property taxes and assessments related to the Property for tax year 2024 (payable in 2025) as of the date of Closing, with the date of Closing being treated as the first day of ownership by Buyer. Seller shall be responsible for payment of all real property taxes and assessments accruing prior to Closing.

(d) Deed. At Closing, Seller shall convey to Buyer good and marketable fee simple title to the Property by recordable General Warranty Deed, with release of dower where applicable, free and clear of all liens and encumbrances by any party claiming by, through or under Seller, except: (i) liens for Taxes not yet due and payable as of Closing; (ii) easements and restrictions of record; and (iii) governmental laws, restrictions and ordinances affecting the Property. Seller shall deliver exclusive possession of the Property to Buyer at Closing pursuant to the terms and conditions set forth herein.

(e) Other Closing Documents from Seller. At Closing, in addition to the above-referenced General Warranty Deed, Seller shall deliver to Buyer all documents that may be

reasonably requested by the closing agent or title company to ensure that good and marketable title is transferred to Buyer.

5. Seller Representations and Warranties. Seller hereby covenants, represents and warrants to Buyer, to the best of Seller's actual knowledge, as of the Effective Date and again as of the Closing Date:

(a) Seller has all requisite power and lawful authority to enter into and perform the obligations required of Seller under this Agreement, and for Seller to execute and deliver a General Warranty Deed conveying title to the Property to Buyer.

(b) Seller has not entered into any unrecorded agreements to lease, sell, mortgage or otherwise encumber or dispose of any interest in the Property, except for this Agreement.

(c) Seller has not received notice of any action, suit or proceeding that is pending or threatened, before or by any judicial body, any governmental agency or authority, against or affecting all or any part of the Property.

(d) No party other than the Parties to this Agreement will be in possession of the Property on the Closing date.

The truth and accuracy of the foregoing representations and warranties shall be a condition precedent to the Closing. The provisions of this Section 5 shall survive Closing for two years and Seller shall fully indemnify Buyer from any loss or damages incurred by Buyer (including reasonable attorney fees) as a result of any breach or misrepresentation arising from these representations and warranties..

6. Risk of Loss. Seller agrees that it will deliver the Property to Buyer at Closing in substantially the same condition and repair as of the date of this Agreement. All risk of loss with respect to the Property shall remain with Seller until Closing.

7. Damage and Condemnation. If, at any time prior to Closing, all or any part of the Property is damaged by casualty, or taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may, in its sole discretion, terminate this Agreement and thereafter none of the Parties will have any further obligations hereunder. If Buyer terminates this Agreement in accordance with this provision, Seller shall be entitled to receive all insurance proceeds and/or condemnation proceeds payable for the affected portion of the Property. If Buyer instead elects to maintain this Agreement in full force and effect: (i) Buyer shall be entitled to receive all insurance proceeds and/or condemnation proceeds payable for that portion of the Property damaged or taken, and Seller shall execute such assignments or other instruments as are necessary to transfer such proceeds to Buyer; or (ii) Buyer shall receive a credit against the Purchase Price equal to the amount of the insurance or condemnation proceeds actually paid to Seller with any remaining proceeds to be transferred to Buyer at Closing.

8. Default. If, following the full execution of this Agreement, any Party defaults in the performance of its duties or obligations hereunder, or any material representation or warranty hereunder is otherwise untrue or incomplete, the following terms and conditions shall apply:

(a) If Buyer defaults on any obligation contained in this Agreement, Seller must give Buyer written notice of the default and a ten (10) day opportunity to cure said default. If Buyer remains in default following the ten (10) day cure period, Seller’s sole remedy shall be to terminate this Agreement, and thereafter none of the Parties will have any further obligations hereunder.

(b) If Seller defaults on any obligations contained in this Agreement, Buyer must give Seller written notice of the default and a ten (10) day opportunity to cure said default. If Seller remains in default following the ten (10) day cure period, then Buyer shall have the right to: (i) pursue specific performance against Seller; or (ii) terminate this Agreement and recover damages incurred by Buyer in connection with this Agreement and the Property.

9. Notices. Any notices delivered to a Party pursuant to this Agreement shall be delivered to the recipient-Party at the address listed below (or such other address that may be designated in writing by the Party following the Effective Date) by: (i) personal delivery; or (ii) or by a nationally recognized overnight courier service. A copy of the notice shall also be sent to the recipient-Party’s designated e-mail address listed below (or such other e-mail address that may be designated in writing by the Party following the Effective Date). A notice properly addressed to the recipient-Party shall be deemed given and effective upon receipt by the recipient-Party.

IF TO SELLER:

Name: Townsquare Properties LLC
Address: 3987 Hamilton Middletown Road, Suite D, Hamilton, Ohio 45011
Email: _____

IF TO BUYER:

Name: City of Franklin
Attn: Jonathan Westendorf, City Manager
Address: 1 Benjamin Franklin Way, Franklin, Ohio
E-mail: jwestendorf@franklinohio.org

10. Miscellaneous.

(a) Time is of the essence with respect to the completion and fulfillment of all terms and conditions set forth in this Agreement.

(b) Seller and Buyer each warrant and represent to the other that neither has engaged any real estate agent or broker in connection with the transaction contemplated by this Agreement.

(c) This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(d) This Agreement contains the entire agreement of the Parties with respect to the purchase and sale of the Property, and no other agreement, statement or promise made by any Party, or any officer, representative, employee or agent of any Party, whether express or implied, oral or written, that is not contained in this Agreement shall be binding or valid.

(e) This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

(f) This Agreement may only be amended by written amendment signed by Buyer and Seller.

(g) The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, or legal holiday, in which event the last day shall also be excluded.

(h) Buyer is entitled to assign its rights and obligations under this Agreement to a third party upon written notice thereof to Seller.

(i) The prevailing party in any litigation concerning this Agreement shall be entitled to recover its reasonable attorney fees incurred in connection with this Agreement or litigation concerning this Agreement.

(j) No failure by either Party to insist upon the strict performance of the other Party's obligation under any covenant, agreement, term or condition set forth herein, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach. No waiver of any breach shall in any event be effective unless the same is in writing, signed by the non-breaching Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

(k) If any term, covenant or condition contained in this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the rights and obligations of the Parties hereunder shall be construed and enforced with such term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if such term, covenant or condition is totally invalid, illegal or unenforceable, the rights and obligations of the Parties hereunder shall be construed and enforced as if such term, covenant or condition was never contained herein, and all other terms, covenants and conditions set forth in this Agreement shall continue on, unchanged.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF FRANKLIN, OHIO

Jonathan Westendorf, City Manager

Approved as to form:

Benjamin Yoder, Law Director

TOWNSQUARE PROPERTIES LLC



LEGISLATIVE COVER MEMO

Introduction: July 15, 2024

Agenda Item: **Ordinance 2024-17**
AN ORDINANCE TO CONSIDER THE REQUEST FROM FORESTAR REAL ESTATE GROUP TO REZONE 109.5 ACRES OF LAND ON SHAKER ROAD AND MANCHESTER ROAD FROM I-2 GENERAL INDUSTRIAL DISTRICT TO R-2 METROPOLITAN RESIDENTIAL DISTRICT.

Submitted by: Barry Conway, City Engineer

Scope/Description: Charles E. Baverman III, of Dinsmore & Shohl, LLP on behalf of Forestar Real Estate Group, 9292 N. Meridian Street, Suite 211, Indianapolis, Indiana 46260 has requested a rezoning for their 109.5 acre parcel (Parcel # 0835200001) located on Shaker Road and Manchester Road from I-2 General Industrial District to R-2 Metropolitan Residential District.

This rezoning request was reviewed by Planning Commission at its July 10, 2024 regularly scheduled meeting. After holding a public hearing on the request, Planning Commission voted 6-0 to recommend to approve the rezoning request to City Council.

Vote Required for Passage: Per Section 4.12 of the City Charter, the amendment, or rejection of this Ordinance requires the affirmative vote of not less than FOUR members of Council.

Exhibits: Exhibit A: Rezoning Application

CITY OF FRANKLIN, OHIO
ORDINANCE 2024-17

AN ORDINANCE TO CONSIDER THE REQUEST FROM FORESTAR REAL ESTATE GROUP TO REZONE A 109.5 ACRE PARCEL OF LAND ON SHAKER ROAD AND MANCHESTER ROAD FROM I-2 GENERAL INDUSTRIAL DISTRICT TO R-2 METROPOLITAN RESIDENTIAL DISTRICT.

WHEREAS, the Forestar Real Estate Group has submitted a request to rezone a 109.5 acre parcel of land on Shaker Road and Manchester Road District (Parcel # 0835200001) from I-2 General Industrial District to R-2 Metropolitan Residential District and;

WHEREAS, the Franklin City Planning Commission, at its July 10, 2024 meeting, voted 6-0 to make a recommendation to Council for approval on the submitted rezoning request and;

WHEREAS, this Council, upon receipt of said recommendation, has timely conducted a public hearing in accordance with Section 4.03 of the Charter of the City of Franklin;

WHEREAS, this Council, upon receipt of said recommendation, has conducted a public hearing in accordance with Section 4.13 of the Charter of the City of Franklin; and

THE CITY OF FRANKLIN HEREBY ORDAINS

Section 1. Upon an affirmative vote of at least four (4) of the members of Council present, that the rezoning request is approved as recommended by Planning Commission. The Official Zoning Map of the City of Franklin, adopted by Ordinance 2020-01 on February 3, 2020, is hereby amended by changing the zoning from I-2 General Industrial District to R-2 Metropolitan Residential District for Parcel # 0835200001, located on Shaker Road and Manchester Road in the City of Franklin;

OR

Section 1. Upon an affirmative vote of at least four (4) of the members of Council present, that the recommendation of Planning Commission is overruled in the following respects:

_____ and;

Section 2. All ordinances or parts of ordinances that conflict with this ordinance are hereby repealed;

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council;

Section 4. This Ordinance shall become effective on August 30, 2024.

INTRODUCED: July 15, 2024

ADOPTED: July 29, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance passed by that body on July 29, 2024.

Khristi Dunn, Clerk of Council



DINSMORE & SHOHL LLP
255 E. Fifth St., Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

Charles E. Baverman III
513-977-8351 (direct) · (513) 977-8141 (fax)
Charlie.Baverman@Dinsmore.com

May 31, 2024

City of Franklin, Ohio
Building & Zoning Division
1 Benjamin Franklin Way
Franklin, OH 45005

Re: Rezoning Application

**Intersection of Shaker Road and Manchester Road, City of Franklin, Warren County,
Ohio Parcel ID 0835200001**

To Whom It May Concern:

Enclosed herewith are application materials for the proposed re-zoning of the above-referenced property from I-2 Light Industrial to a PUD overlay permitting the development of a residential subdivision thereon. For your convenience, the following is a list of the materials being submitted as part of the application:

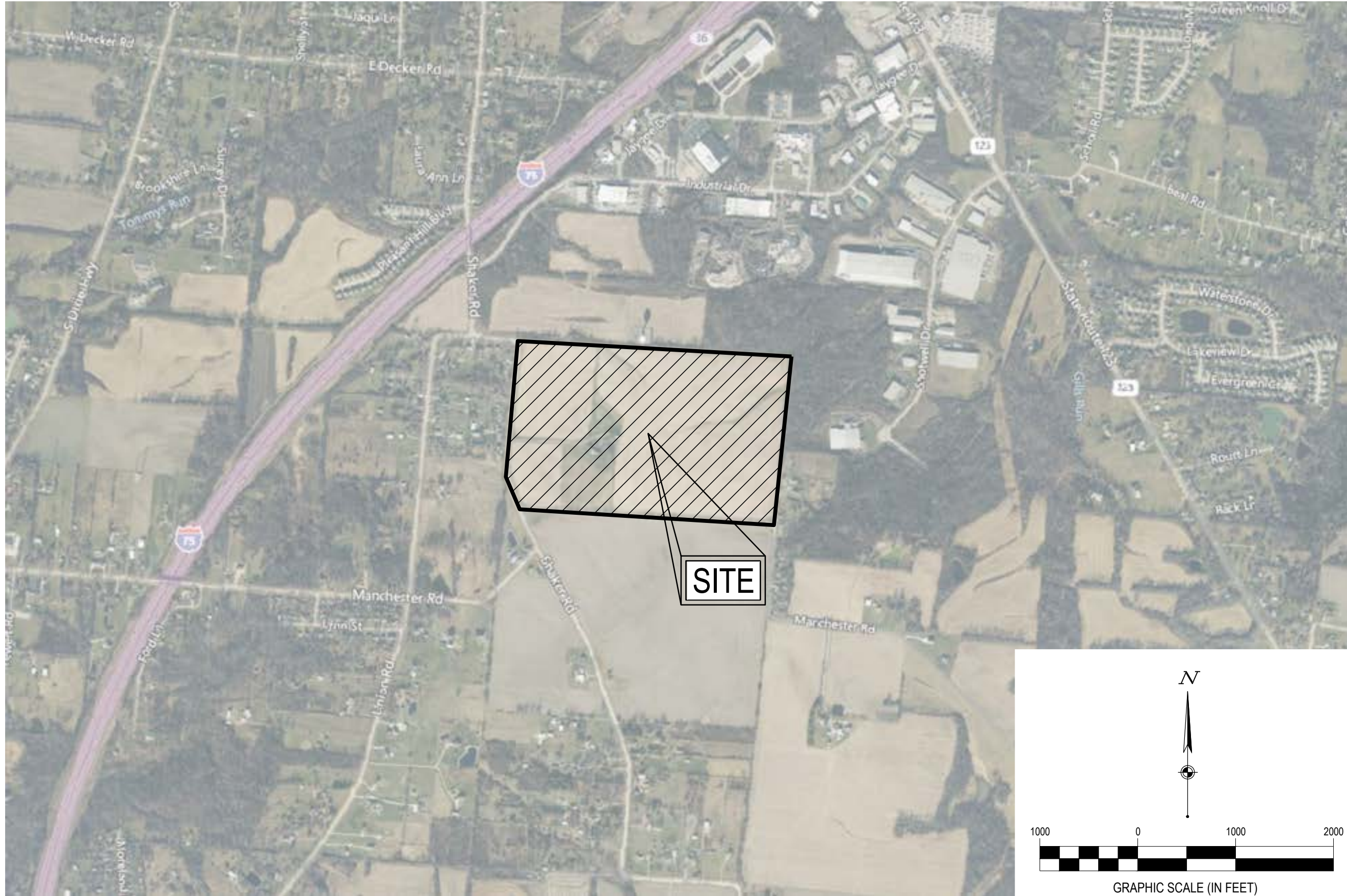
1. Executed copy of the application;
2. Notarized letter of authorization from the property owner;
3. Legal description of the Property;
4. List of all contiguous/adjacent owners;
5. Vicinity map (showing the matters requested by Item D of the application);
6. Statement (addressing the matters requested by Item E of the application);
7. Depictions of proposed community amenities;
8. Sample architectural renderings and housing features; and
9. Application fee check.

My client Forestar (USA) Real Estate Group Inc. and I appreciate your consideration of the application and look forward to working with the City of Franklin to bring this promising development to fruition. Please do not hesitate to reach out to me directly should you have any questions regarding the contents of the application.

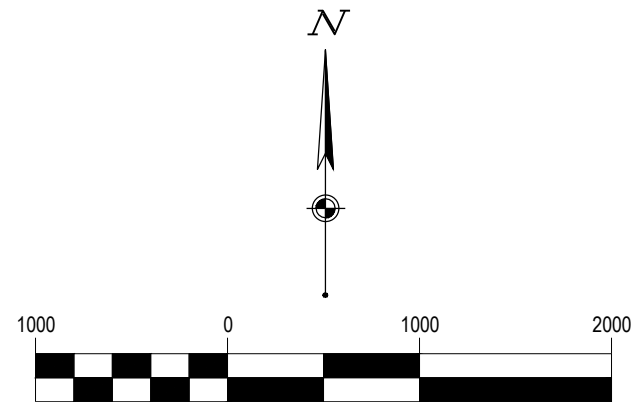
Very Truly Yours,

Charles E. Baverman III
Attorney for Forestar (USA) Real Estate
Group Inc.

CEB/mah
enclosures
43751745.1



SITE



GRAPHIC SCALE (IN FEET)
1 in. = 1000 ft.



FORESTAR

SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

© 2024 CESO, INC.

Project Number: 763884-01

Scale: 1"=1000'

Drawn By: RJL

Checked By: JSB

Date: MAY 2024

Issue: PRELIMINARY

Drawing Title:

VICINITY MAP

1



DINSMORE & SHOHL LLP
255 E. Fifth St., Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

Charles E. Baverman III
513-977-8351 (direct) · (513) 977-8141 (fax)
Charlie.Baverman@Dinsmore.com

May 31, 2024

City of Franklin, Ohio
Building & Zoning Division
1 Benjamin Franklin Way
Franklin, OH 45005

Re: Supplement to Rezoning Application

Intersection of Shaker Road and Manchester Road, City of Franklin, Warren County, Ohio Parcel ID 0835200001

To Whom It May Concern:

This letter accompanies a Rezoning Application submitted on behalf of my client, Forestar (USA) Real Estate Group Inc. ("Forestar"). Forestar proposes to develop 284 single family residential lots on an approximately 110 acre parcel located at the intersection of Shaker Road and Manchester Road in the City of Franklin (the "City"), Warren County, Ohio Parcel ID 0835200001 (the "Property"). In order to facilitate this development, Forestar proposes to re-zone the Property from the I-2 General Industrial District ("I-2") to the Planned Unit Development Overlay District ("PUD"). Contemporaneously with this application we have also submitted a Planned Unit Development application and a preliminary development plan. This letter will explain Forestar's proposed development and the rationale for the proposed zone change.

Developer Overview

Forestar is a leading national residential lot developer focusing on the affordably priced single family home market. Based in Arlington, Texas, Forestar has averaged more than 14,500 residential lot deliveries annually from 2020 through 2023. It currently holds a portfolio of approximately 82,400 lots throughout the country, as shown in the graphic below.



Forestar is a majority-owned subsidiary of D.R. Horton, the largest homebuilder by volume in the United States since 2002. Forestar’s strong relationship with its parent entity creates a preferred buyer for Forestar developed lots. Forestar expects that D.R. Horton will acquire and develop all or a majority of the lots within this proposed community.

Proposed Community Overview

Forestar proposes to construct a residential subdivision development on the Property containing 46 townhome lots, 135 fifty-foot width lots and 103 sixty-foot width lots. The preliminary development plan included with this application also identifies numerous community amenities including pickleball courts, a children’s play area, dog park and walking trails. Depictions of these proposed amenities are included with this application.

Finally, the homes to be constructed within this community will feature numerous amenities that will be appealing to current and prospective City residents. A list of sample features often included in D.R. Horton home communities is included with this application, as are sample architectural renderings of home construction options for each of the lot types to be offered within the community.

Property Description

The Property is currently being used for agricultural purposes, with one residential structure constructed in 1963 located on the entire 110 acre parcel.

In 2023 the Property was annexed into the City and classified in the I-2 district.

Rationale for PUD Zoning

The City’s planning staff has recommended PUD zoning for the proposed project. Pursuant to Section 1109.05 of the City’s Municipal Code (the “Code”), PUD zoning may be used:

“to accommodate the development or redevelopment of parcels consistent with the design principles of traditional neighborhoods and conservation subdivisions. Traditional neighborhood development means a consolidated, mixed-use neighborhood where residential, commercial and civic buildings are within close proximity or walking distance to each other . . . Such proposed developments may be considered for approval at locations and with conditions that the City determines to be appropriate for the development and the surrounding area.”

The Code also states that PUD zoning should be used “to provide a safe and efficient system for pedestrian and vehicle traffic; to provide attractive recreation and open spaces as integral parts of the developments; to enable economic design in the location of public and private utilities and community facilities; and to ensure adequate standards of construction and planning.”

As mentioned above, Forestar’s proposed community will include numerous attractive amenities and it will be designed in accordance with the City’s standards to ensure a high quality finished product.

Comprehensive Plan Compliance

Forestar’s proposed development aligns with the recently completed Reinvent Franklin 2040 Comprehensive Plan (the “Plan”), which intends for the Property to be used for single-family residential housing. The Future Land Use Map identified as Map 2.7 in Chapter 2: Land Use of the Plan designates the Property for “low density residential” use in the future. Under the Plan, “low-density residential” is defined as:

“0-6 dwelling units per acre. Characterized by single-family residential development with lots ranging in size and one to two-story buildings. These lots are characterized by a variety of single-family dwellings, ample open space, extensive landscaping, and separations between single-family dwellings and/or accessory buildings.”

The Plan identifies that the future land use map “provides a clear understanding of what the City expects for new development.”

Forestar’s proposed development would also promote the goals and findings of the Plan. Chapter 5 of the Plan lists the main goal of the Plan’s housing chapter as creating the conditions that create choice neighborhoods in the City, resulting in those neighborhoods becoming desirable and attractive housing options in the Miami Valley market. This goal comports with the finding made on page 82 of the Plan, which states that there is a need

for higher-end housing in the City and housing designed to lure young professionals and families to the City. The Plan identifies infill development as one of the ways that the Plan hopes to achieve its goal of creating choice neighborhoods of higher-end housing within the City, as outlined in Chapter 2: Land Use. However, as stated in the Plan, infill development in ‘core neighborhoods’ should shy away from single-family redevelopment.

Ultimately, Forestar’s development of the Property into single-family home lots would achieve the above-stated goals of the Plan by creating a highly desirable neighborhood that will stand out in the Miami Valley market and provide higher-end housing options that attract young professionals and families into the City. Further, the development of this community on a newly annexed site comports with the Plan’s goal of utilizing infill development on underdeveloped property to achieve the goals of the Plan, while avoiding the infilling of core neighborhoods where the Plan indicates that higher-density housing options are desired. Overall, the Forestar development will signal that the City is an economically vibrant and desirable locale where high-quality development is taking place, both of which concepts are underscored throughout the Plan.

Positive Community Impact

Forestar’s research indicates that the City, like most communities in this region, is in need of additional housing stock to both grow its population base and provide opportunities for existing residents to improve their standard of living. A rezoning of the Property to permit residential usage would accomplish those goals by taking an underutilized parcel and transforming it into a vibrant community containing a mixture of desirable housing options at different price points together with attractive community amenities.

Forestar intends to spend approximately \$23,000,000 in the development of this proposed residential community. That investment, combined with the investment in homes construction to be made following subdivision development, will enhance the value of surrounding properties and the addition of this community to the City’s tax base will benefit the City as a whole. Furthermore, the inflow of new residents who also work, eat and shop in the City will help existing business located throughout the City to thrive.

Forestar’s proposed development will benefit surrounding properties in numerous ways. Forestar will extend public utility lines to the Property in order to facilitate this development, which lines will then be accessible for use in any future development of neighboring properties thereby lessening the cost to develop those properties. The development of residential homes on this Property will also demonstrate the market for new housing in this portion of the City, which will have a positive impact on property values in the surrounding area.

Conclusion

As explained above, a single family residential home community is an ideal use for the Property that will have a positive economic impact for the City and will enhance the quality

of life available to current and future City residents. We respectfully request approval of this application so as to facilitate the development of this exciting project.

Very Truly Yours,



Charles E. Baverman III
Attorney for Forestar (USA) Real Estate
Group Inc.

CEB/MAH
enclosures

40307931.1

SCHEDULE II

Sample Elevations

See attached.







SCHEDULE III

Sample Depictions

See attached.







SAMPLE FEATURES

Community Included Features

- Cluster Mailboxes
- Stone water table with address plaque

A Gourmet's Delight

- Premium Aristokraft cabinetry with 36" upper cabinets
- Whirlpool stainless steel appliances, including electric smooth top range, microwave and dishwasher
- Stainless steel 8" deep double bowl sink
- Walk-in Pantry
- Ice maker water line rough-in
- Garbage disposal
- Microwave vented to the outside

Heart of the Home

- 9' Ceilings first floor
- Half wall on lower staircase
- Granite in kitchen with Spot-Resistant Pull-Down Faucet
- Quartz bathroom countertops
- Rev-wood flooring on first floor per plan
- Low-maintenance vinyl flooring in bath/laundry room
- Mohawk carpet in select areas of home
- Mohawk 3/8" 5lb carpet pad
- Moen chrome faucets in kitchen and baths
- Large 6' sliding glass door
- Arch top interior doors with smooth finish & knob handles
- Elongated commodes- Fiberglass tub/shower surround
- By-pass Shower doors
- Maxim exterior lighting
- Puck lights in Kitchen/Great room/all bedrooms/breakfast nook/study/ bathrooms & showers per plan
- Ceiling Fan R/I in Great room/ Bedroom 1
- Pre-primed interior trim & casing/ Sherwin Williams Paint
- Ventilated wire shelving in closets
- Smoke detectors w/ battery back-up in bedroom/ hallway

Luxurious Bedroom 1 Suite

- Generously sized Bedroom 1 with attached full Bath
- 4 Puck Lights and Ceiling Fan R/I
- Spacious walk-in closets
- Raised height double bowl vanities

Distinctive Exteriors

- Professionally designed exterior elevations
- Sodded front and side yards /Seed straw rear yard
- Landscaping package
- Low maintenance wood grain textured vinyl siding
- Dimensional fiberglass shingles
- Garage door opener, keypad & transmitters
- Garage coach lights
- Grids on front windows
- Shutters on front elevation per plan/elevation
- Vinyl ventilated soffits
- Continuous aluminum gutters and downspouts
- Two frost-proof exterior hose bibs
- Two exterior electrical outlets
- Concrete driveway and walkways

Energy Saving Features

- MI Vinyl insulated double pane windows with low-E glass, and screens
- 95% high-efficiency electric heat pump
- 15 SEER High efficiency air conditioner
- 50-gallon electric water heater with quick recovery
- Ridge vents for maximum attic ventilation
- High density R-15 wall insulation batt with vapor barrier
- R-49 Ceiling insulation
- Blower door & duct blasting tests prior to close
- Advanced air barrier & air sealing techniques
- Insulated wood front door & house to garage door

Home Is Connected

- DEAKO Switch package
- Video doorbell installed
- Programmable smart thermostat
- Amazon Echo Dot®
- Smart lock on front door
- Lamp Module
- Touchscreen control panel
- All smart home features are professionally integrated after closing
- Garage door opener w/ 2 transmitters & keypad

Superior Construction

- 2 CAT 6, 1 Phone Line CAT 5
- Non-corrosive PEX plumbing
- Passive radon mitigation system
- Engineered roof truss system
- All studs at 16" on center on all load bearing walls & exterior walls
- 220V Dryer outlet with dryer vent
- 200 AMP electric service

D.R. Horton's Personal Touch

- **America's #1 Homebuilder Since 2002****
- One-year limited warranty from D.R. Horton
- Two-year limited mechanical, electrical, plumbing and HVAC warranty from D.R. Horton
- Each D.R. Horton home is backed by an industry leading RWC Ten-year insured, transferable structural limited warranty
- 30 Year Tuff-n-Dri foundation waterproof and insulation on Basement plans
- Lifetime Limited Dimensional roof shingles
- Personalized homeowner orientation
- Final walk-through prior to closing
- 30 day, 6 month and 11 month scheduled warranty service.
- 50 Year Vinyl Siding Warranty

D.R. Horton is an Equal Housing Opportunity builder. Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Options and upgrades are available at an additional cost and are subject to construction cut-off dates. D.R. Horton reserves the right to substitute for equal or higher priced models. See sales agent for complete details. D.R. Horton America's Builder is a registered trademark of D.R. Horton, Inc. Other registered trademarks used above are used for informational purposes only and do not indicate endorsement or sponsorship of the products or services of D.R. Horton, Inc. *Peephole not included if home has glass front door option. **D.R. Horton is America's largest new home builder by volume. Rev. 06/21/21



LEGISLATIVE COVER MEMO

Introduction: July 15, 2024

Agenda Item: **Ordinance 2024-18**

AN ORDINANCE TO CONSIDER A PLANNED UNIT DEVELOPMENT APPLICATION AND PRELIMINARY DEVELOPMENT PLAN FOR SHAKER FARMS FROM FORESTAR REAL ESTATE GROUP FOR A 109.5 ACRE PARCEL OF LAND ON SHAKER ROAD AND MANCHESTER ROAD.

Submitted by: Barry Conway, City Engineer

Scope/Description: Charles E. Baverman III, of Dinsmore & Shohl, LLP on behalf of Forestar Real Estate Group, 9292 N. Meridian Street, Suite 211, Indianapolis, Indiana 46260 has submitted a Planned Unit Development (PUD) Application and Preliminary Development Plan for Shaker Farms, a 109.5 acre parcel located on Shaker Road and Manchester Road.

This PUD Application and Preliminary Development Plan was reviewed by Planning Commission at its July 10, 2024 regularly scheduled meeting. After holding a public hearing on the request, Planning Commission voted 6-0 to recommend approval of the PUD Application and Preliminary Development Plan to City Council.

Vote Required for Passage: Per Section 4.12 of the City Charter, the amendment, or rejection of this Ordinance requires the affirmative vote of not less than FOUR members of Council.

Exhibits: Exhibit A: PUD Application and Preliminary Development Plan

CITY OF FRANKLIN, OHIO
ORDINANCE 2024-18

AN ORDINANCE TO CONSIDER A PLANNED UNIT DEVELOPMENT APPLICATION AND PRELIMINARY DEVELOPMENT PLAN FOR SHAKER FARMS FROM FORESTAR REAL ESTATE GROUP FOR A 109.5 ACRE PARCEL OF LAND ON SHAKER ROAD AND MANCHESTER ROAD.

WHEREAS, the Forestar Real Estate Group has submitted a Planned Unit Development (PUD) Application and Preliminary Development Plan for Shaker Farms, a 109.5 acre parcel of land on Shaker Road and Manchester Road District (Parcel # 0835200001) and;

WHEREAS, the Franklin City Planning Commission, at its July 10, 2024 meeting, voted 6-0 to make a recommendation to Council for approval of the Planned Unit Development Application and Preliminary Development Plan and;

WHEREAS, this Council, upon receipt of said recommendation, has timely conducted a public hearing in accordance with Section 4.03 of the Charter of the City of Franklin; and

WHEREAS, this Council, upon receipt of said recommendation, has conducted a public hearing in accordance with Section 4.13 of the Charter of the City of Franklin; and

THE CITY OF FRANKLIN HEREBY ORDAINS

Section 1. Upon an affirmative vote of at least four (4) of the members of Council present, that the Planned Unit Development Application and Preliminary Development Plan for Shaker Meadows are approved, as recommended by Planning Commission;

OR

Section 1. Upon an affirmative vote of at least four (4) of the members of Council present, that the Planned Unit Development Application and Preliminary Development Plan for Shaker Meadows are denied, overruling the recommendation by Planning Commission;

OR

Section 1. Upon an affirmative vote of at least four (4) of the members of Council present, that the Planned Unit Development Application and Preliminary Development Plan for Shaker Meadows are approved, as recommended by Planning Commission subject to additional conditions and restrictions to which the owner agreed;

_____ and;

Section 2. All ordinances or parts of ordinances that conflict with this ordinance are hereby repealed;

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council;

Section 4. This Ordinance shall become effective on August 30, 2024.

INTRODUCED: July 15, 2024

ADOPTED: July 29, 2024

Section 9, Item B.

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance passed by that body on July 29, 2024.

Khristi Dunn, Clerk of Council



DINSMORE & SHOHL LLP
255 E. Fifth St., Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

Charles E. Baverman III
513-977-8351 (direct) · (513) 977-8141 (fax)
Charlie.Baverman@Dinsmore.com

May 31, 2024

City of Franklin, Ohio
Building & Zoning Division
1 Benjamin Franklin Way
Franklin, OH 45005

Re: Planned Unit Development – Preliminary Development Plan Application

**Intersection of Shaker Road and Manchester Road, City of Franklin, Warren
County, Ohio Parcel ID 0835200001**

To Whom It May Concern:

Enclosed herewith are application materials for my client Forestar (USA) Real Estate Group Inc.'s proposed development of a single family residential home subdivision on the above-referenced property. For your convenience, the following is a list of the materials being submitted as part of the application:

1. Executed copy of the application;
2. Notarized letter of authorization from the property owner;
3. Legal description of the property;
4. List of all contiguous/adjacent owners;
5. General support narrative and statement (addressing the matters required by Items D and E of the application);
6. Preliminary Development Plan (showing the matters required by Item F of the application), including Parkland Requirements and Standards;
7. Depictions of proposed community amenities;
8. Existing Conditions Plan (included within Preliminary Development Plan);
9. Engineering feasibility statement; and
10. Application Fee Check;

My client and I appreciate your consideration of the Application and look forward to working with the City of Franklin to bring this promising development to fruition. Please do not hesitate to reach out to me directly should you have any questions regarding the contents of the application.

Very Truly Yours,

Charles E. Baverman III
Attorney for Forestar (USA) Real Estate
Group Inc.



DINSMORE & SHOHL LLP
255 E. Fifth St., Suite 1900
Cincinnati, OH 45202
www.dinsmore.com

Charles E. Baverman III
513-977-8351 (direct) · (513) 977-8141 (fax)
Charlie.Baverman@Dinsmore.com

May 31, 2024

City of Franklin, Ohio
Building & Zoning Division
1 Benjamin Franklin Way
Franklin, OH 45005

Re: Supplement to Planned Unit Development Application

Intersection of Shaker Road and Manchester Road, City of Franklin, Warren County, Ohio Parcel ID 0835200001

To Whom It May Concern:

This letter accompanies a Planned Unit Development Application submitted on behalf of my client, Forestar (USA) Real Estate Group Inc. ("Forestar"). Forestar proposes to develop 284 single family residential lots on an approximately 110 acre parcel located at the intersection of Shaker Road and Manchester Road in the City of Franklin (the "City"), Warren County, Ohio Parcel ID 0835200001 (the "Property"), as set forth in the preliminary development plan that accompanies this application (the "Plan").

In order to facilitate this development, contemporaneously with this application Forestar has also submitted an application to re-zone the Property to the Planned Unit Development Overlay District ("PUD"). This letter will explain Forestar's proposed development of the Property as depicted in the Plan.

Developer Overview

Forestar is a leading national residential lot developer focusing on the affordably priced single family home market. Based in Arlington, Texas, Forestar has averaged more than 14,500 residential lot deliveries annually from 2020 through 2023. It currently holds a portfolio of approximately 82,400 lots throughout the country, as shown in the graphic below.



Forestar is a majority-owned subsidiary of D.R. Horton, the largest homebuilder by volume in the United States since 2002. Forestar’s strong relationship with its parent entity creates a preferred buyer for Forestar developed lots. Forestar expects that D.R. Horton will acquire and develop all or a majority of the lots within this PUD.

Property and Surrounding Area

The Property is currently being used for agricultural purposes, with one residential structure constructed in 1963 located on the entire 110 acre parcel. In 2023 the Property was annexed into the City.

The Property sits along the southern boundary line of the City and is bordered by agricultural farmland to the north and industrial property to the east. Outside of the City’s boundaries, the land immediately south of the Property is being used as agricultural farmland and to the west is a single family residential home subdivision.

Preliminary Development Plan

The Plan included with this application contains 46 townhome lots, 135 fifty-foot width lots and 103 sixty-foot width lots for a total density of 2.59 units per acre. All lots will have 25-foot front and rear setbacks. Numerous community amenities are featured including pickleball courts, a children’s play area, dog park and walking trails, which will all be maintained by a homeowners association to be created prior to the sale of lots to end users. Over 20% of the total land area is designated as open space, some of which will be dedicated as parkland as further explained below.

Forestar will extend public water and sewer connections to and throughout this development and construct public streets and street lighting in compliance with City standards. All other components of the development will also comply with City standards,

including without limitation Chapter 1109.05 and 1111.03 of Section 1109.05 of the City's Municipal Code.

Forestar expects to spend approximately \$23,000,000 in the development of this project. That investment, combined with the investment in homes construction to be made following subdivision development, will enhance the value of surrounding properties and the addition of this community to the City's tax base will benefit the City as a whole.

Comprehensive Plan Compliance

Forestar's proposed development aligns with the recently completed Reinvent Franklin 2040 Comprehensive Plan (the "Plan"), which intends for the Property to be used for single-family residential housing. The Future Land Use Map identified as Map 2.7 in Chapter 2: Land Use of the Plan designates the Property for "low density residential" use in the future. Under the Plan, "low-density residential" is defined as:

"0-6 dwelling units per acre. Characterized by single-family residential development with lots ranging in size and one to two-story buildings. These lots are characterized by a variety of single-family dwellings, ample open space, extensive landscaping, and separations between single-family dwellings and/or accessory buildings."

The Plan identifies that the future land use map "provides a clear understanding of what the City expects for new development."

Forestar's proposed development would also promote the goals and findings of the Plan. Chapter 5 of the Plan lists the main goal of the Plan's housing chapter as creating the conditions that create choice neighborhoods in the City, resulting in those neighborhoods becoming desirable and attractive housing options in the Miami Valley market. This goal comports with the finding made on page 82 of the Plan, which states that there is a need for higher-end housing in the City and housing designed to lure young professionals and families to the City. The Plan identifies infill development as one of the ways that the Plan hopes to achieve its goal of creating choice neighborhoods of higher-end housing within the City, as outlined in Chapter 2: Land Use. However, as stated in the Plan, infill development in 'core neighborhoods' should shy away from single-family redevelopment.

Ultimately, Forestar's development of the Property into single-family home lots would achieve the above-stated goals of the Plan by creating a highly desirable neighborhood that will stand out in the Miami Valley market and provide higher-end housing options that attract young professionals and families into the City. Further, the development of this community on a newly annexed site comports with the Plan's goal of utilizing infill development on underdeveloped property to achieve the goals of the Plan, while avoiding the infilling of core neighborhoods where the Plan indicates that higher-density housing options are desired. Overall, the Forestar development will signal that the City is an economically vibrant and desirable locale where high-quality development is taking place, both of which concepts are underscored throughout the Plan.

Parkland Requirements and Standards

At a rate of 3.25 persons per single family home, this 284 lot PUD can be expected to have a total population of 923 persons. Forestar proposes to dedicate approximately 15.09 acres of open space within the development (13.78% of the Property) as parkland, in the location shown on the Plan.

Conclusion

As explained above, a single family residential home community is an ideal use for the Property that will have a positive economic impact for the City and will enhance the quality of life available to current and future City residents. We respectfully request approval of this application so as to facilitate the development of this exciting project.

Very Truly Yours,



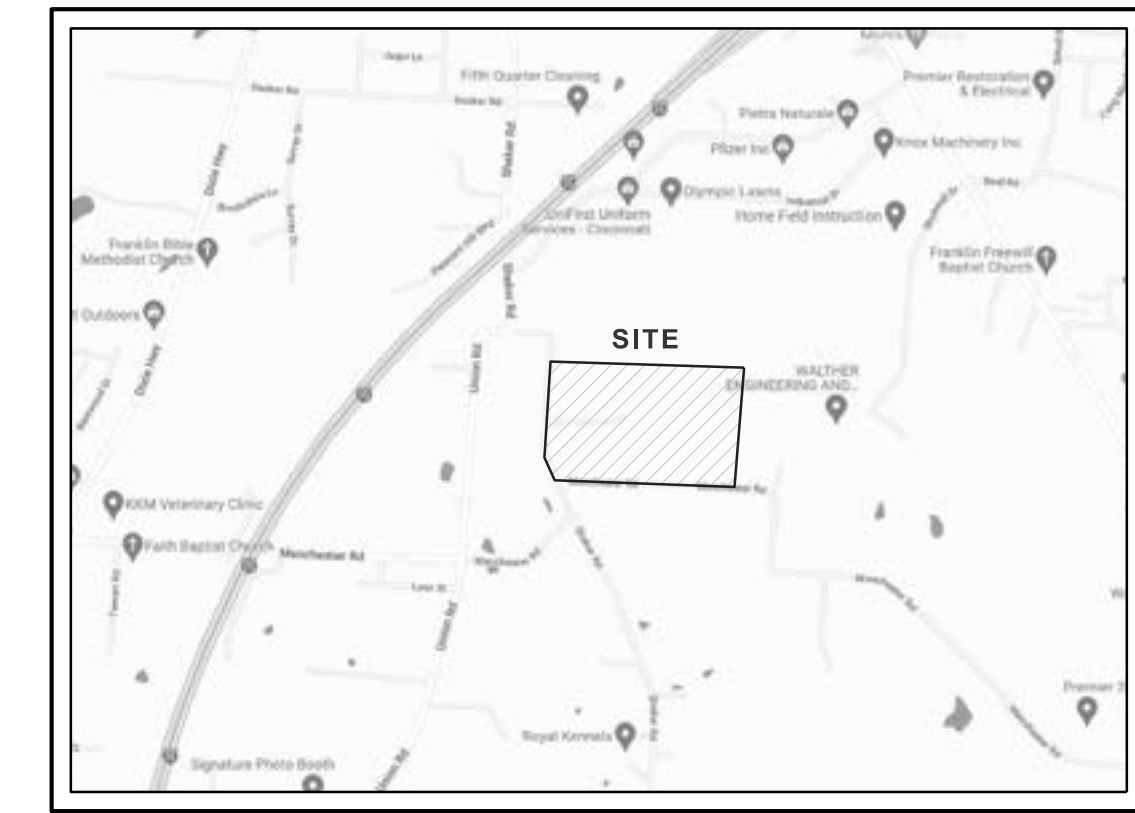
Charles E. Baverman III
Attorney for Forestar (USA) Real Estate
Group Inc.

CEB/MAH
enclosures

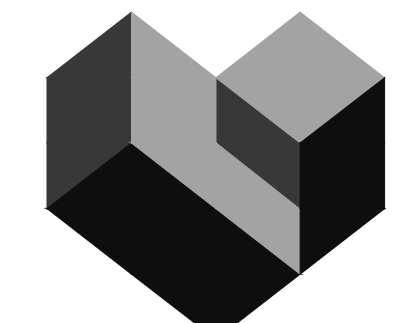
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PRELIMINARY DEVELOPMENT PLAN SHAKER FARMS

MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP
WARREN COUNTY, OHIO
SECTION 35, TOWN 3, RANGE 4
MAY 31 2024



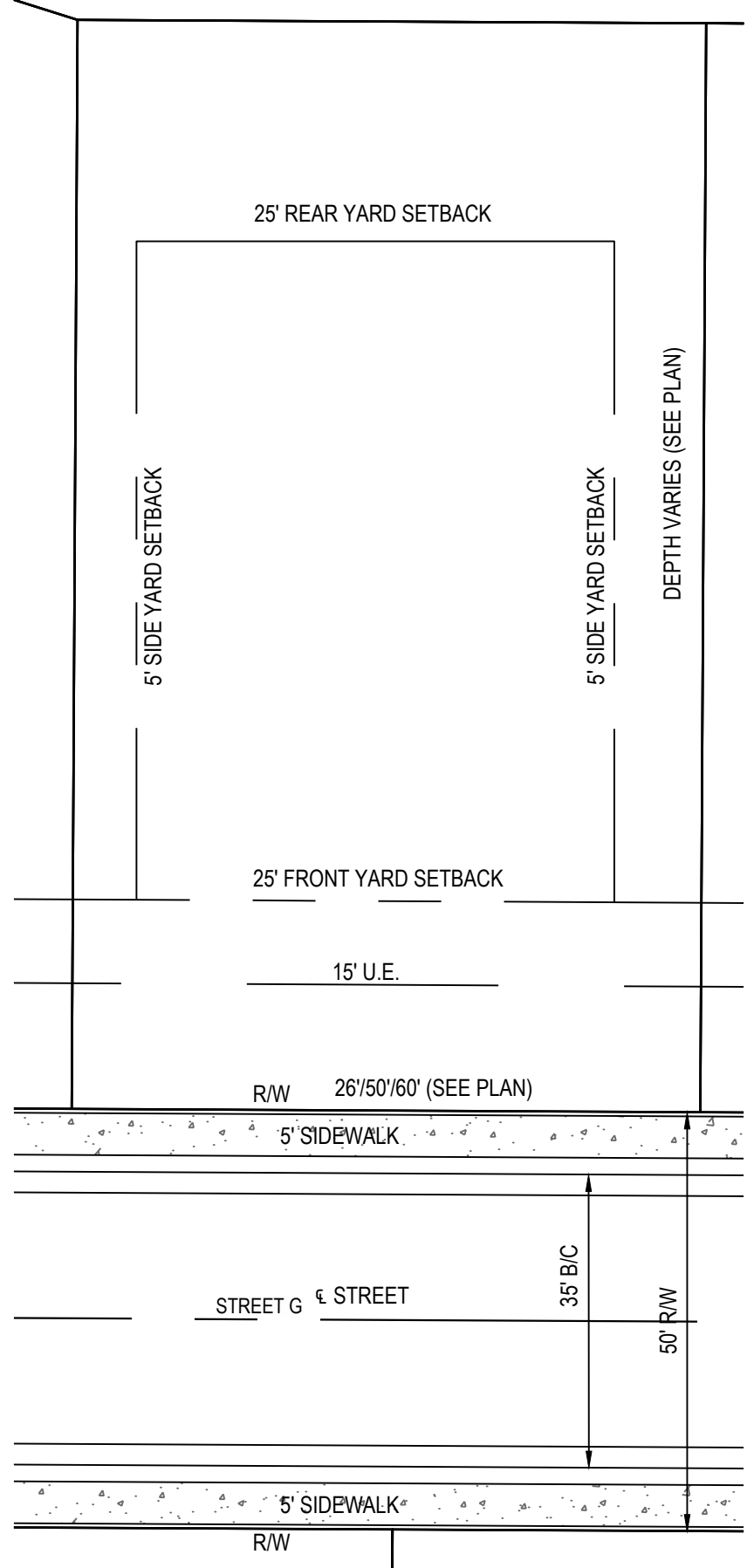
VICINITY MAP
NTS



CESO
WWW.CESOINC.COM

3601 Rigby Rd., Suite 300
Miamisburg, OH 45342
Phone: 937.435.8584 Fax: 888.208.4826

THIS INFORMATION IS PRELIMINARY AND NOT TO BE USED FOR CONSTRUCTION OR RECORDING PURPOSES OR REPRESENTATION.

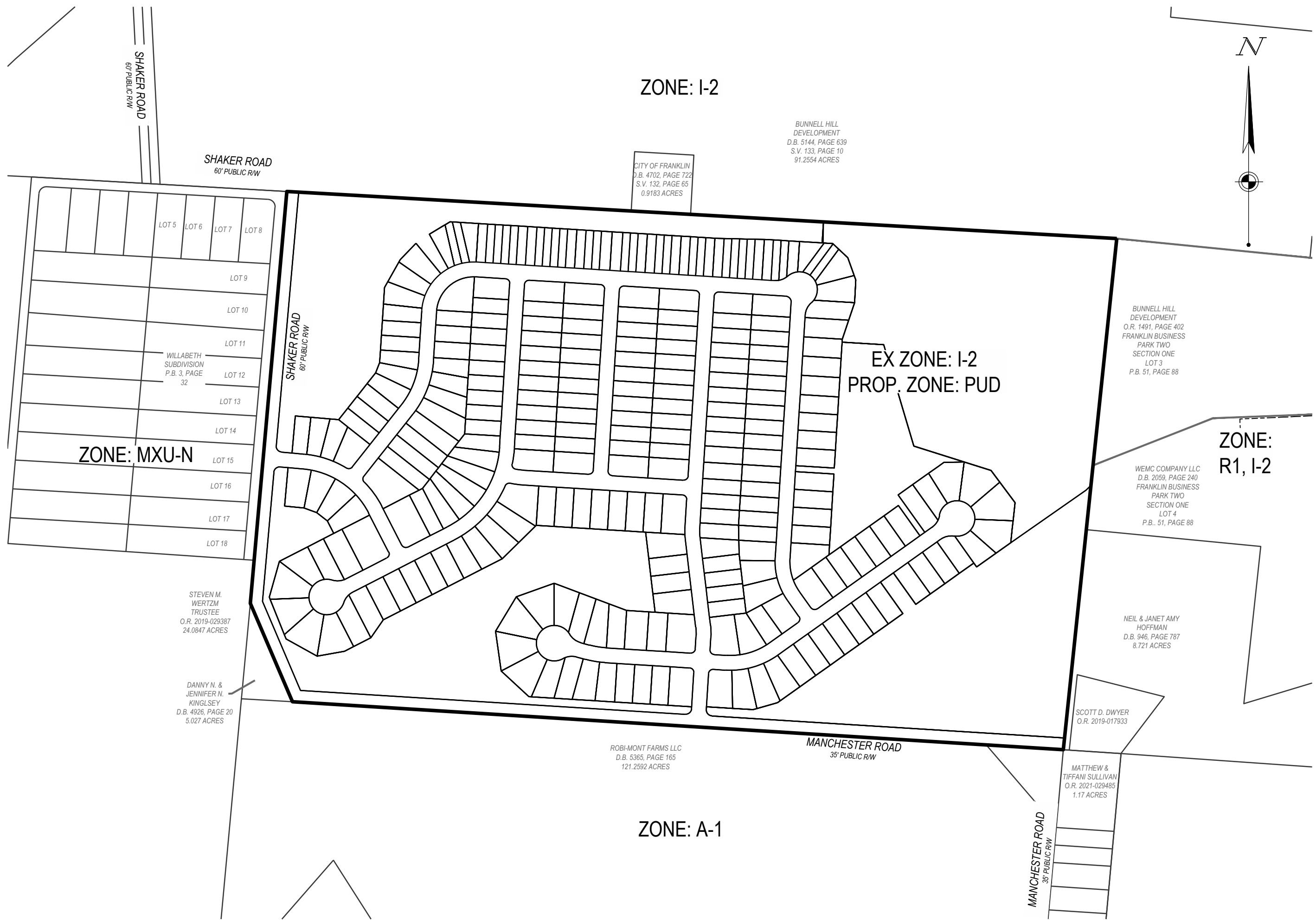


TYPICAL LOT DATA
SCALE 1" = 20'
LOT DATA
LOT WIDTHS 26'(TOWNHOME)/50'/60'(SINGLE FAMILY)
MIN. FRONT YARD SETBACK 25'
MIN. REAR YARD SETBACK 25'
MIN. SIDE YARD SETBACK 5', 10' TOTAL
MIN. SINGLE FAMILY LOT SIZE 6,000 SF

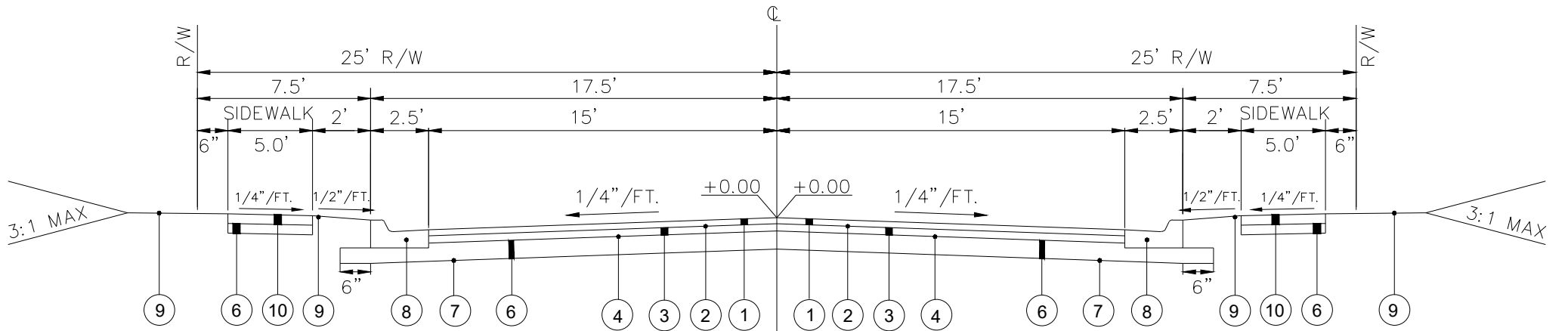
SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	EXISTING CONDITIONS
3	EXISTING CONDITIONS
4	EXISTING CONDITIONS
5	EXISTING CONDITIONS
6	OVERALL PLAN
7	LAYOUT PLAN
8	UTILITY PLAN
9	UTILITY OFFSITE CONNECTION PLAN
10	PRE-DEVELOPED DRAINAGE PLAN
11	POST-DEVELOPED DRAINAGE PLAN

SITE DATA TABLE	
OVERALL ACREAGE	109.50 ACRES
LOT/UNIT COUNT	284
DENSITY	2.59 UNITS/ACRE
OPEN SPACE	31.01 AC (28.32%)
PARKLAND DEDICATION AREA	15.09 AC (13.78%)

BENCHMARKS:
A- CHISELED X ON FIRE HYDRANT BOLT. HYDRANT LOCATED ON THE EAST EDGE OF PAVEMENT OF SHAKER ROAD NEAR THE NORTHWEST CORNER OF THE SITE. ELEV = 818.59
B- SPIKE IN A TELEPHONE POLE. POLE LOCATED ON THE WEST EDGE OF PAVEMENT OF SHAKER ROAD AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MANCHESTER ROAD AND SHAKER ROAD. ELEV=861.08
C- SPIKE IN A TELEPHONE POLE. POLE LOCATED ON THE SOUTH EDGE OF PAVEMENT OF MANCHESTER ROAD. ELEV=889.37
D- CHISELD X ON FIRE HYDRANT BOLT. HYDRANT LOCATED ON THE WEST EDGE OF PAVEMENT AND GRAVEL SPLIT. BETWEEN HOUSES #4982 & #4990 ON ACCESS ROAD OFF MANCHESTER ROAD. ELEV=863.92



AREA MAP
SCALE: 1" = 300'



TYPICAL SECTION
(50' ROW)

- ① ITEM 441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1
- ② ITEM 407 - TACK COAT @0.1 GAL./S.Y.
- ③ ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2
- ④ ITEM 408 - PRIME COAT @0.4 GAL./S.Y.
- ⑤ ITEM 301 - ASPHALT CONCRETE BASE
- ⑥ ITEM 304 - AGGREGATE BASE
- ⑦ ITEM 608 - SUBGRADE COMPACTION
- ⑧ ITEM 609 - COMBINATION CURB AND GUTTER
- ⑨ ITEM 659 - SEEDING AND MULCHING
- ⑩ ITEM 608 - 4" CONCRETE WALK

NOTES:

- ALL LOTS WILL CONTAIN SINGLE-FAMILY, DETACHED RESIDENCES AND ATTACHED TOWNHOMES.
- THE SITE WAS PREVIOUSLY FARMLAND.
- WATER SUPPLY TO BE BY CITY OF FRANKLIN.
- WASTEWATER DISPOSAL TO BE BY THE CITY OF FRANKLIN.
- STORMWATER SHALL COMPLY WITH THE CITY OF FRANKLIN STANDARDS AND OEPA.
- ALL STREETS ARE TO BE PUBLIC STREETS CONSTRUCTED TO THE CITY OF FRANKLIN STANDARDS.
- STREET LIGHTING SHALL BE PROVIDED TO CITY OF FRANKLIN STANDARDS AND IN COORDINATION WITH ELECTRIC UTILITY.
- THE OPEN SPACE AREAS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- EXISTING ZONING: I-2
- PROPOSED ZONING: PUD

DEVELOPER

FORESTAR
9292 N. MERIDIAN STREET, SITE 211
INDIANAPOLIS, IN 46260
PH: (317) 754-6951

ENGINEER/SURVEYOR

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

OWNER(S)

MARY L. WERLINE, ETAL
5764 SHAKER RD.
FRANKLIN OH 45005

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

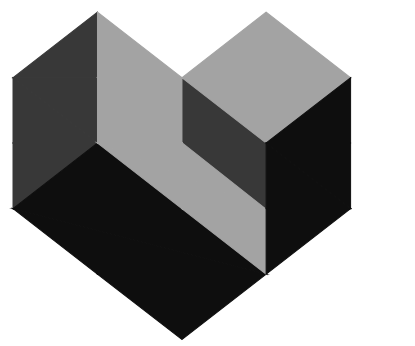
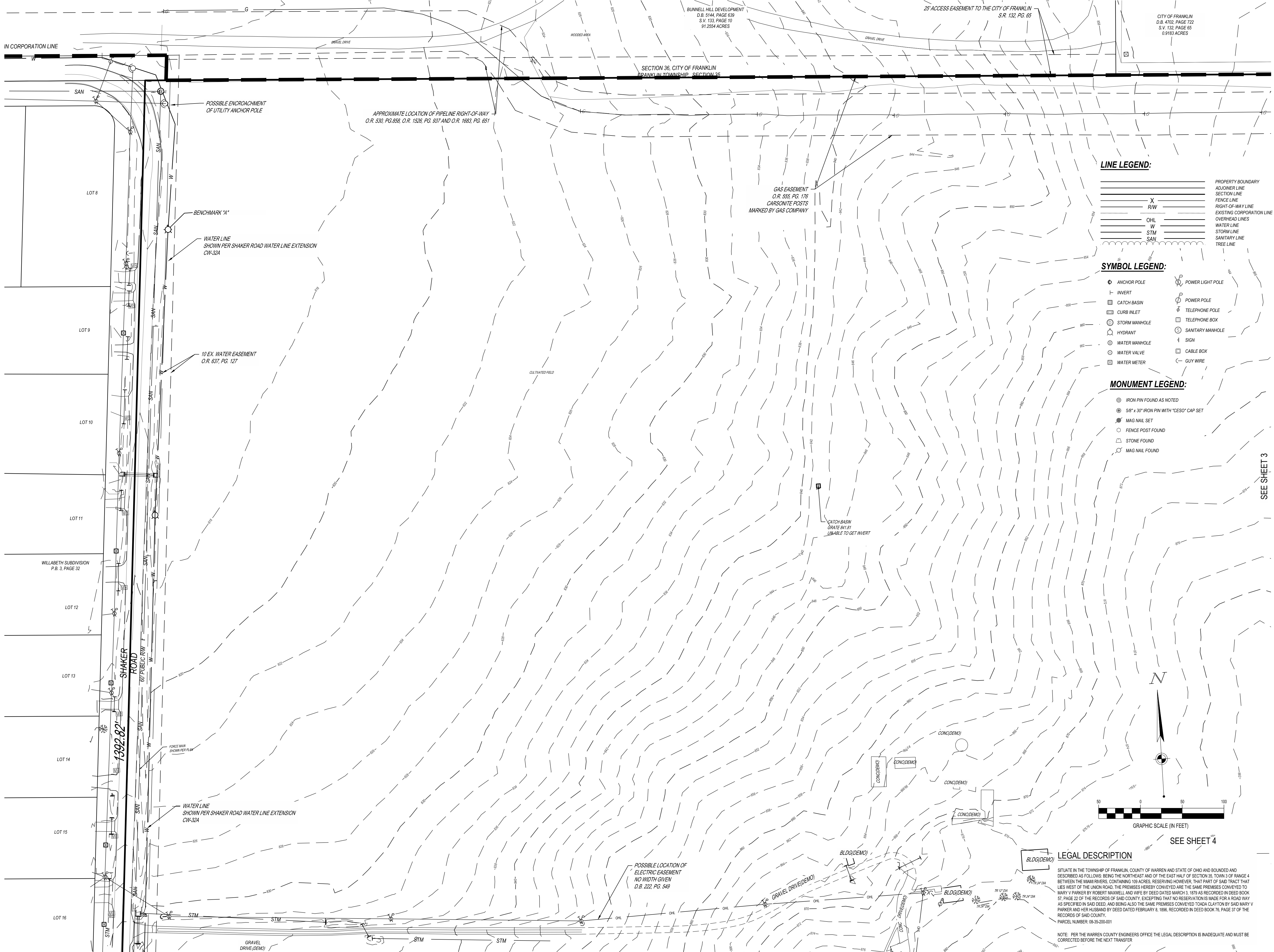
FORESTAR

SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

Revisions / Submissions

ID	Description	Date

Drawing Title:
TITLE SHEET



CESO
WWW.CESOINC.COM

3601 Regby Rd., Suite 300
Mansfield, OH 44880
Phone: 937.435.8584 Fax: 888.208.4826

LINE LEGEND:

---	PROPERTY BOUNDARY
---	ADJOINER LINE
---	SECTION LINE
---	FENCE LINE
X	RIGHT-OF-WAY LINE
---	EXISTING CORPORATION LINE
---	OVERHEAD LINES
W	WATER LINE
STM	STORM LINE
SAN	SANITARY LINE
---	TREE LINE

SYMBOL LEGEND:

⊙	ANCHOR POLE	⊙	POWER LIGHT POLE
⊥	INVERT	⊙	POWER POLE
⊠	CATCH BASIN	⊙	TELEPHONE POLE
⊠	CURB INLET	⊙	TELEPHONE BOX
⊙	STORM MANHOLE	⊙	SANITARY MANHOLE
⊙	HYDRANT	+	SIGN
⊙	WATER MANHOLE	⊠	CABLE BOX
⊙	WATER VALVE	---	GUY WIRE
⊙	WATER METER		

MONUMENT LEGEND:

⊙	IRON PIN FOUND AS NOTED
⊙	5/8" x 30" IRON PIN WITH "CESO" CAP SET
⊙	MAG NAIL SET
⊙	FENCE POST FOUND
⊙	STONE FOUND
⊙	MAG NAIL FOUND

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FORESTAR

SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

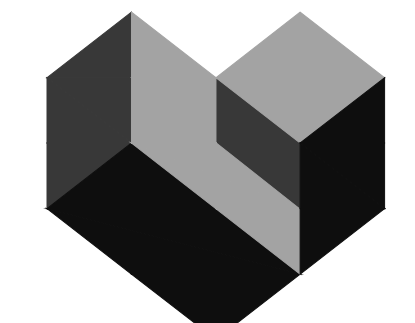
Revisions / Submissions

ID	Description	Date

Project Number: 763884
Scale: 1" = 100'
Drawn By: SJS
Checked By: JEE
Date: MAY 31 2024
Issue: PRELIMINARY

Drawing Title:
EXISTING CONDITIONS

W:\PROJECTS\FORESTAR\Ohio\763884-01 Shaker Farms\05-CIVIL\2-PRELIMINARY\PLAN\763884_Plan.dwg - 5/31/2024 - Riley Lake



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Mansfield, OH 44842
Phone: 937.435.8584 Fax: 888.208.4826

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FORESTAR

SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

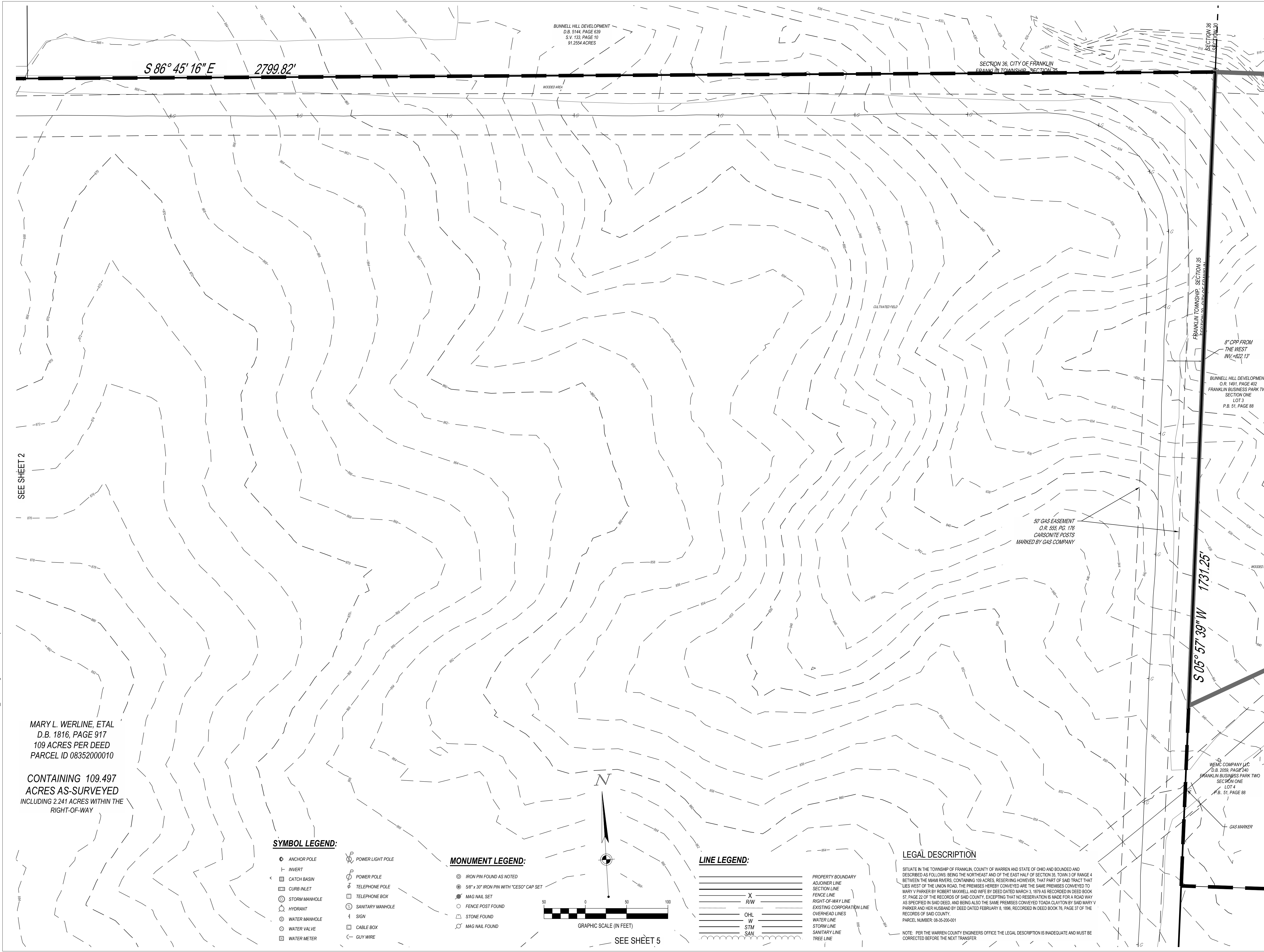
Revisions / Submissions

ID	Description	Date

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Project Number: 763884
 Scale: 1" = 100'
 Drawn By: SJS
 Checked By: JEE
 Date: MAY 31 2024
 Issue: PRELIMINARY

Drawing Title:
EXISTING CONDITIONS

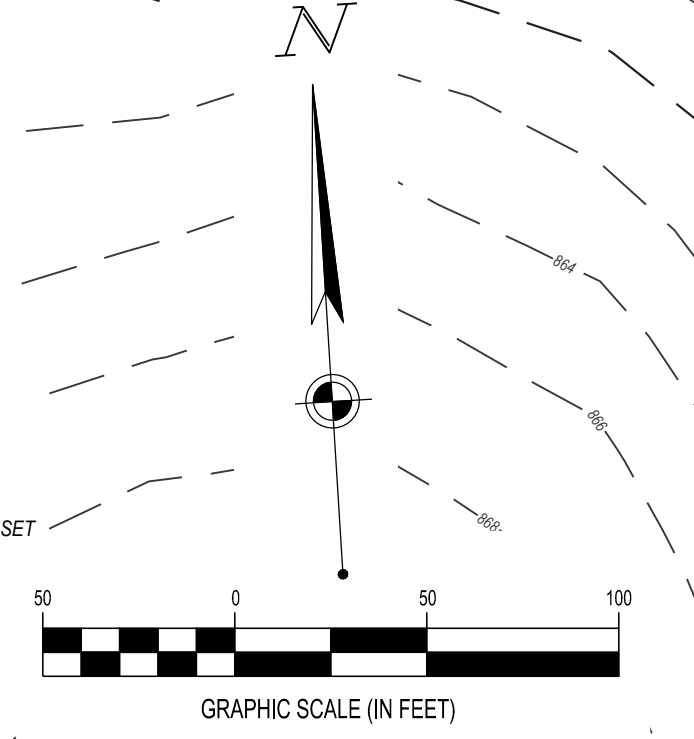


MARY L. WERLINE, ETAL
 D.B. 1816, PAGE 917
 109 ACRES PER DEED
 PARCEL ID 08352000010

CONTAINING 109.497
 ACRES AS-SURVEYED
 INCLUDING 2.241 ACRES WITHIN THE
 RIGHT-OF-WAY

- SYMBOL LEGEND:**
- ANCHOR POLE
 - ⊥ INVERT
 - ⊕ CATCH BASIN
 - ⊕ CURB INLET
 - ⊕ STORM MANHOLE
 - ⊕ HYDRANT
 - ⊕ WATER MANHOLE
 - ⊕ WATER VALVE
 - ⊕ WATER METER
 - ⊕ POWER LIGHT POLE
 - ⊕ POWER POLE
 - ⊕ TELEPHONE POLE
 - ⊕ TELEPHONE BOX
 - ⊕ SANITARY MANHOLE
 - ⊕ SIGN
 - ⊕ CABLE BOX
 - ⊕ GUY WIRE

- MONUMENT LEGEND:**
- ⊙ IRON PIN FOUND AS NOTED
 - ⊙ 5/8" x 3/8" IRON PIN WITH "CESO" CAP SET
 - ⊙ MAG NAIL SET
 - ⊙ FENCE POST FOUND
 - ⊙ STONE FOUND
 - ⊙ MAG NAIL FOUND



- LINE LEGEND:**
- PROPERTY BOUNDARY
 - ADJOINER LINE
 - SECTION LINE
 - FENCE LINE
 - RIGHT-OF-WAY LINE
 - EXISTING CORPORATE LINE
 - OVERHEAD LINES
 - WATER LINE
 - STORM LINE
 - SANITARY LINE
 - TREE LINE
 - X RW
 - OHL
 - W
 - STM
 - SAN

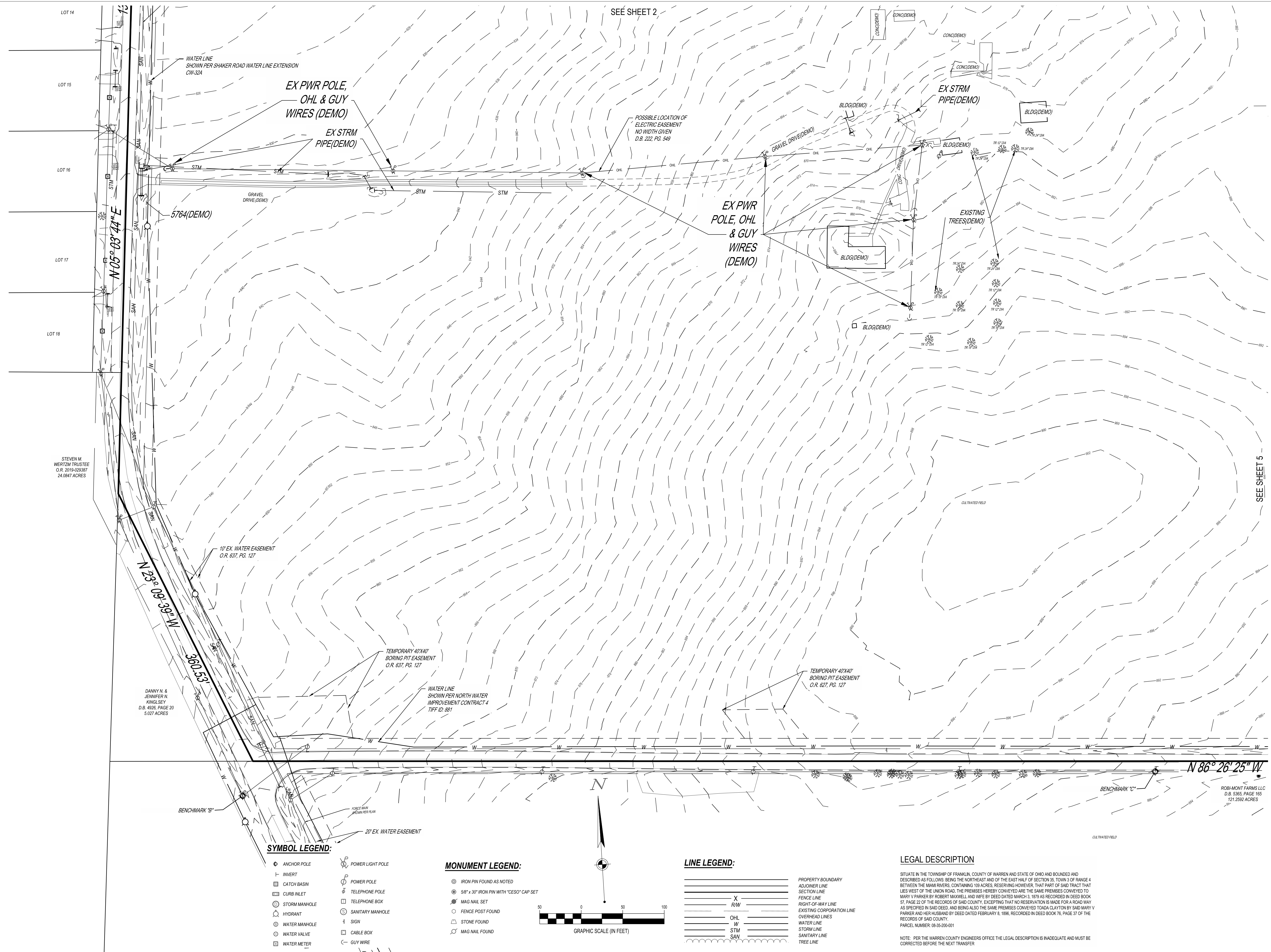
LEGAL DESCRIPTION

SITUATE IN THE TOWNSHIP OF FRANKLIN, COUNTY OF WARREN AND STATE OF OHIO AND BOUNDED AND DESCRIBED AS FOLLOWS: BEING THE NORTHEAST AND OF THE EAST HALF OF SECTION 35, TOWN 3 OF RANGE 4 BETWEEN THE MIAMI RIVERS, CONTAINING 109 ACRES, RESERVING HOWEVER, THAT PART OF SAID TRACT THAT LIES WEST OF THE UNION ROAD. THE PREMISES HEREIN CONVEYED ARE THE SAME PREMISES CONVEYED TO MARY V PARKER BY ROBERT MAXWELL AND WIFE BY DEED DATED MARCH 3, 1879 AS RECORDED IN DEED BOOK 57, PAGE 22 OF THE RECORDS OF SAID COUNTY, EXCEPTING THAT NO RESERVATION IS MADE FOR A ROAD WAY AS SPECIFIED IN SAID DEED, AND BEING ALSO THE SAME PREMISES CONVEYED TODIA CLAYTON BY SAID MARY V PARKER AND HER HUSBAND BY DEED DATED FEBRUARY 6, 1896, RECORDED IN DEED BOOK 76, PAGE 37 OF THE RECORDS OF SAID COUNTY. PARCEL NUMBER: 08-35-200-001.

NOTE: PER THE WARREN COUNTY ENGINEERS OFFICE THE LEGAL DESCRIPTION IS INADEQUATE AND MUST BE CORRECTED BEFORE THE NEXT TRANSFER.

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SEE SHEET 2



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FORESTAR

SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

Revisions / Submissions

ID	Description	Date

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Project Number: 763884
Scale: 1" = 100'
Drawn By: SJS
Checked By: JEE
Date: MAY 31 2024
Issue: PRELIMINARY

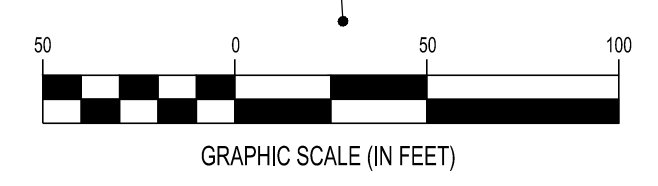
Drawing Title:
EXISTING CONDITIONS

4

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- SYMBOL LEGEND:**
- ANCHOR POLE
 - ⊥ INVERT
 - ▣ CATCH BASIN
 - ▣ CURB INLET
 - ⊙ STORM MANHOLE
 - ⊙ HYDRANT
 - ⊙ WATER MAINHOLE
 - ⊙ WATER VALVE
 - ⊙ WATER METER
 - ⊙ POWER LIGHT POLE
 - ⊙ POWER POLE
 - ⊙ TELEPHONE POLE
 - ⊙ TELEPHONE BOX
 - ⊙ SANITARY MANHOLE
 - ⊙ SIGN
 - ⊙ CABLE BOX
 - ⊙ GUY WIRE

- MONUMENT LEGEND:**
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 - ⊙ 5/8" x 30" IRON PIN WITH "CESO" CAP SET
 - ⊙ MAG NAIL SET
 - ⊙ FENCE POST FOUND
 - ⊙ STONE FOUND
 - ⊙ MAG NAIL FOUND



- LINE LEGEND:**
- PROPERTY BOUNDARY
 - ADJOINER LINE
 - SECTION LINE
 - FENCE LINE
 - RIGHT-OF-WAY LINE
 - EXISTING CORPORATION LINE
 - OVERHEAD LINES
 - WATER LINE
 - STM
 - SAN
 - TREE LINE
 - X- R/W
 - OHL
 - W
 - STM
 - SAN

LEGAL DESCRIPTION

SITUATE IN THE TOWNSHIP OF FRANKLIN, COUNTY OF WARREN AND STATE OF OHIO AND BOUNDED AND DESCRIBED AS FOLLOWS: BEING THE NORTHEAST AND OF THE EAST HALF OF SECTION 35, TOWN 3 OF RANGE 4 BETWEEN THE MIAMI RIVERS, CONTAINING 109 ACRES, RESERVING HOWEVER, THAT PART OF SAID TRACT THAT LIES WEST OF THE UNION ROAD. THE PREMISES HEREBY CONVEYED ARE THE SAME PREMISES CONVEYED TO MARY V PARKER BY ROBERT MAXWELL AND WIFE BY DEED DATED MARCH 3, 1879 AS RECORDED IN DEED BOOK 27, PAGE 22 OF THE RECORDS OF SAID COUNTY, EXCEPTING THAT NO RESERVATION IS MADE FOR A ROAD WAY AS SPECIFIED IN SAID DEED, AND BEING ALSO THE SAME PREMISES CONVEYED TODA CLAYTON BY SAID MARY V PARKER AND HER HUSBAND BY DEED DATED FEBRUARY 6, 1896, RECORDED IN DEED BOOK 74, PAGE 37 OF THE RECORDS OF SAID COUNTY.

PARCEL NUMBER: 08-35-200-001

NOTE: PER THE WARREN COUNTY ENGINEERS OFFICE THE LEGAL DESCRIPTION IS INADEQUATE AND MUST BE CORRECTED BEFORE THE NEXT TRANSFER

LOT 14
LOT 15
LOT 16
LOT 17
LOT 18

STEVEN M. WERTZM TRUSTEE
O.R. 2016-02387
24.0847 ACRES

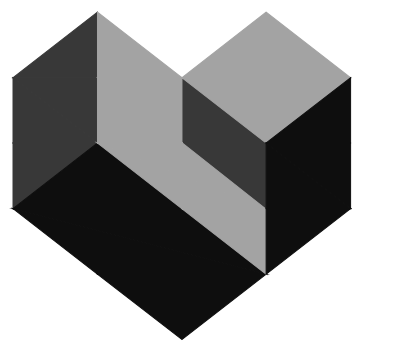
DANNY N. & JENIFER M. KINGLSEY
D.B. 4926, PAGE 20
5.0277 ACRES

ROBAMONT FARMS LLC
D.B. 5365, PAGE 165
121.2592 ACRES

PARCEL ID 08352000010

SEE SHEET 3

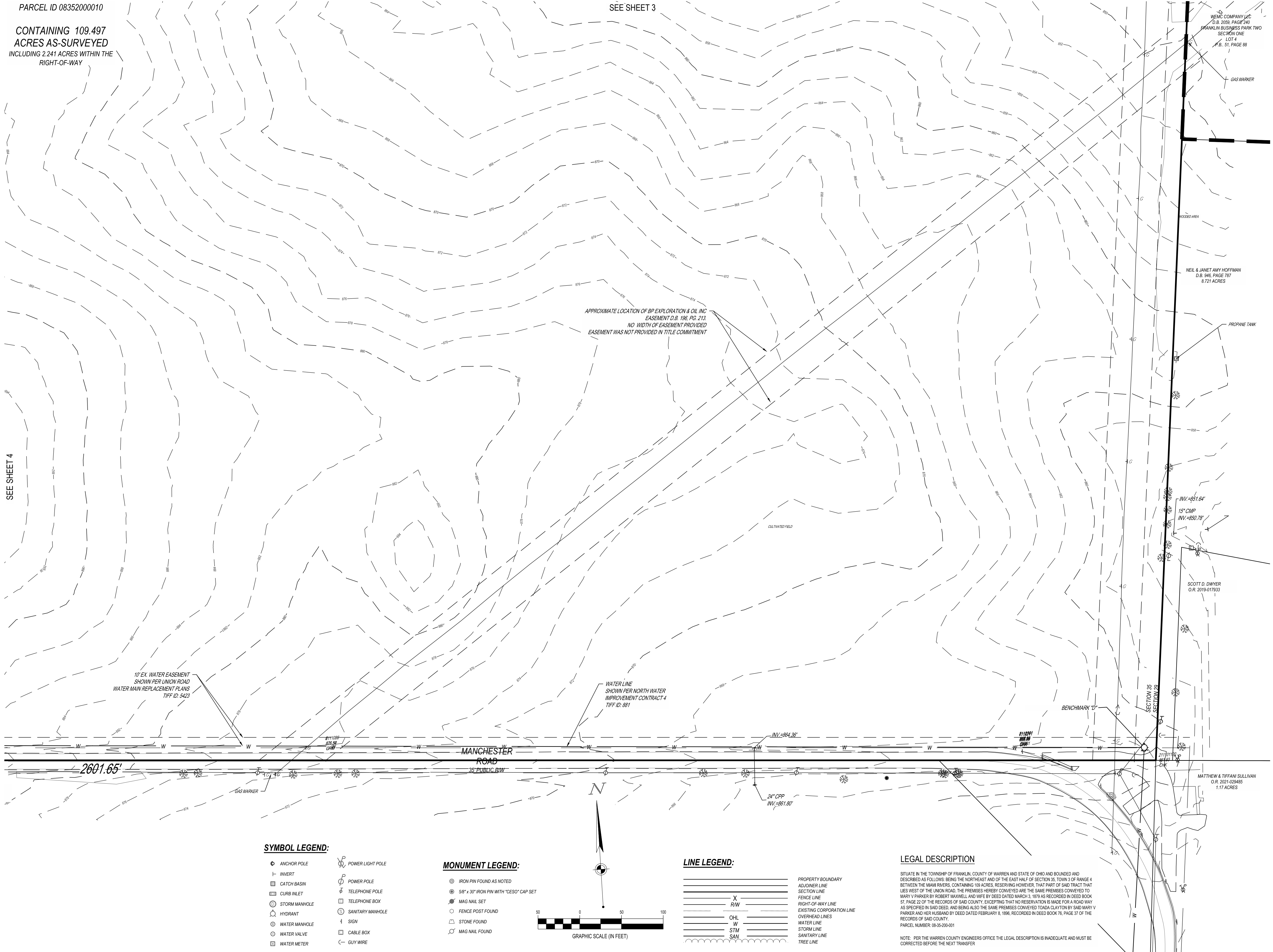
CONTAINING 109.497 ACRES AS-SURVEYED INCLUDING 2.241 ACRES WITHIN THE RIGHT-OF-WAY



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SEE SHEET 4

WEAC COMPANY LLC
D.B. 2009, PAGE 240
FRANKLIN BUSINESS PARK TWO
SECTION ONE
LOT 4
P.B. 51, PAGE 88
GAS MARKER

NEIL & JANET AMY HOFFMAN
D.B. 946, PAGE 787
8.721 ACRES
PROPRANE TANK

SCOTT D. DWYER
O.R. 2019-017933

MATTHEW & TIFFANI SULLIVAN
O.R. 2021-029465
1.17 ACRES

FORESTAR

SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

Revisions / Submissions

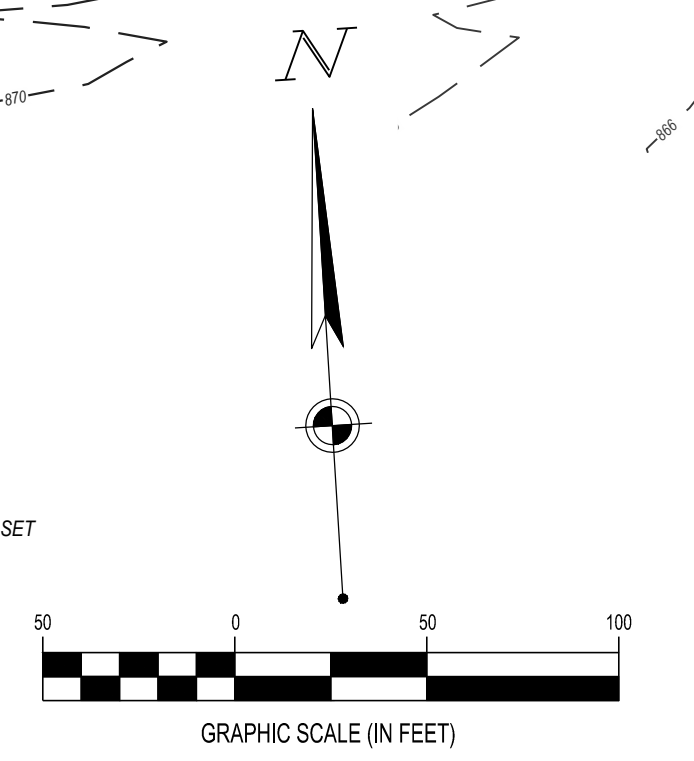
ID	Description	Date

© 2022 CESO, INC.
 Project Number: 763884
 Scale: 1" = 100'
 Drawn By: SJS
 Checked By: JEE
 Date: MAY 31 2024
 Issue: PRELIMINARY

Drawing Title:
EXISTING CONDITIONS

- SYMBOL LEGEND:**
- ANCHOR POLE
 - ⊥ INVERT
 - ▭ CATCH BASIN
 - ▭ CURB INLET
 - ⊙ STORM MANHOLE
 - ⊙ HYDRANT
 - ⊙ WATER MANHOLE
 - ⊙ WATER VALVE
 - ⊙ WATER METER
 - ⊙ POWER LIGHT POLE
 - ⊙ POWER POLE
 - ⊙ TELEPHONE POLE
 - ⊙ TELEPHONE BOX
 - ⊙ SANITARY MANHOLE
 - ⊙ SIGN
 - ⊙ CABLE BOX
 - ⊙ GUY WIRE

- MONUMENT LEGEND:**
- ⊙ IRON PIN FOUND AS NOTED
 - ⊙ 5/8" x 3/32" IRON PIN WITH "CESO" CAP SET
 - ⊙ MAG NAIL SET
 - ⊙ FENCE POST FOUND
 - ⊙ STONE FOUND
 - ⊙ MAG NAIL FOUND



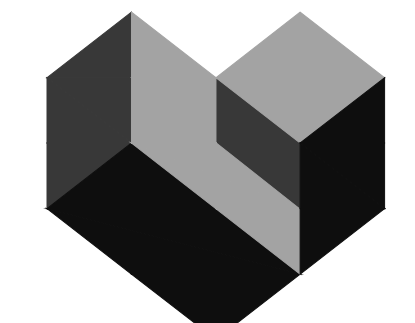
- LINE LEGEND:**
- PROPERTY BOUNDARY
 - ADJOINER LINE
 - SECTION LINE
 - FENCE LINE
 - RIGHT-OF-WAY LINE
 - EXISTING CORPORATION LINE
 - OVERHEAD LINES
 - WATER LINE
 - STORM LINE
 - SANITARY LINE
 - TREE LINE
 - X R/W
 - OHL
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LEGAL DESCRIPTION

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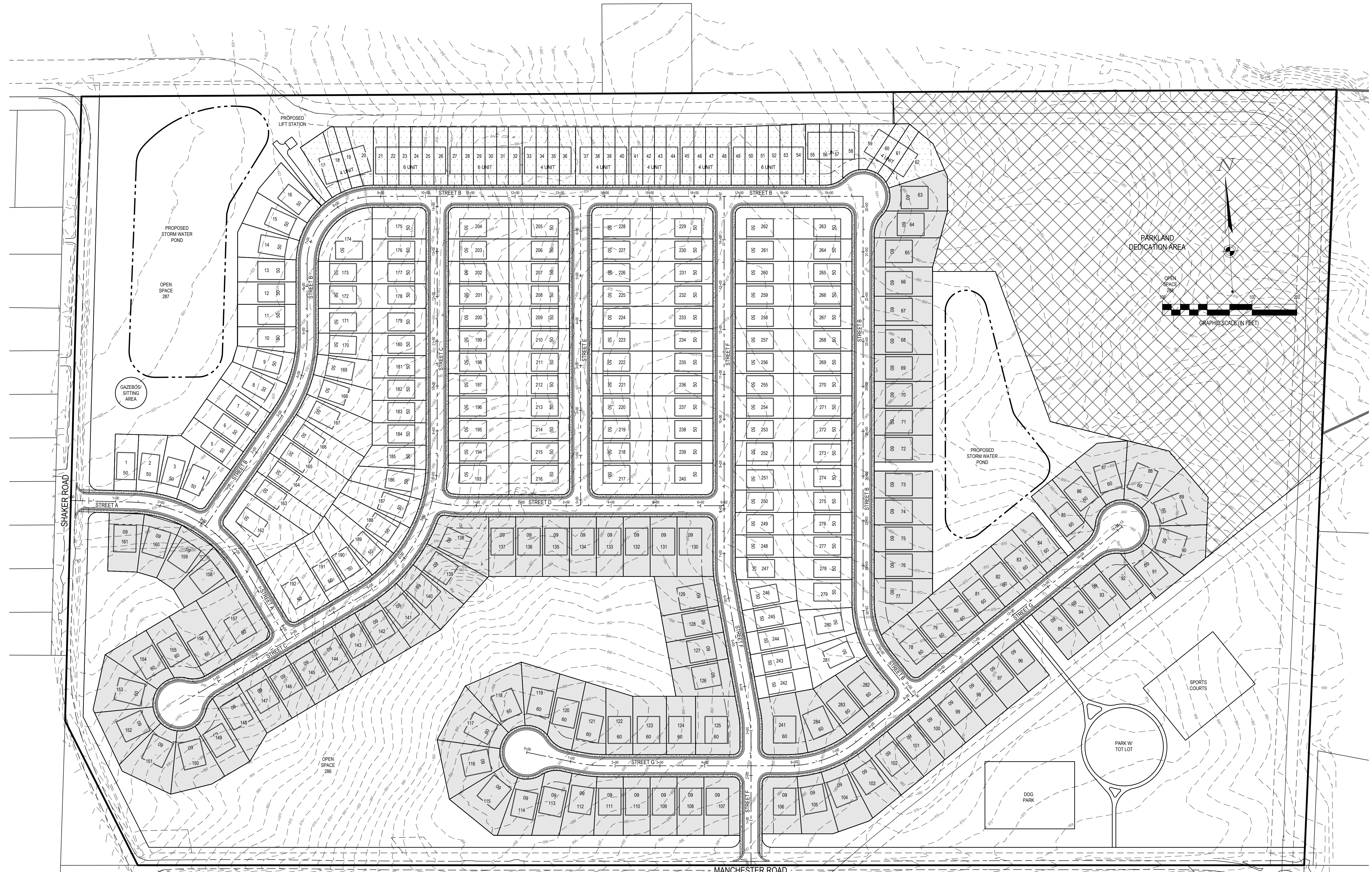
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- 60' SINGLE FAMILY LOTS
- 60' SINGLE FAMILY LOTS
- 26' TOWNHOME LOTS
- PARKLAND DEDICATION AREA

FORESTAR

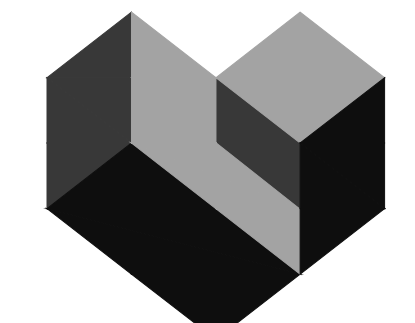
SHAKER FARMS

MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

Revisions / Submissions		
ID	Description	Date

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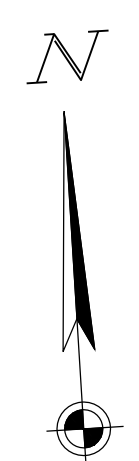
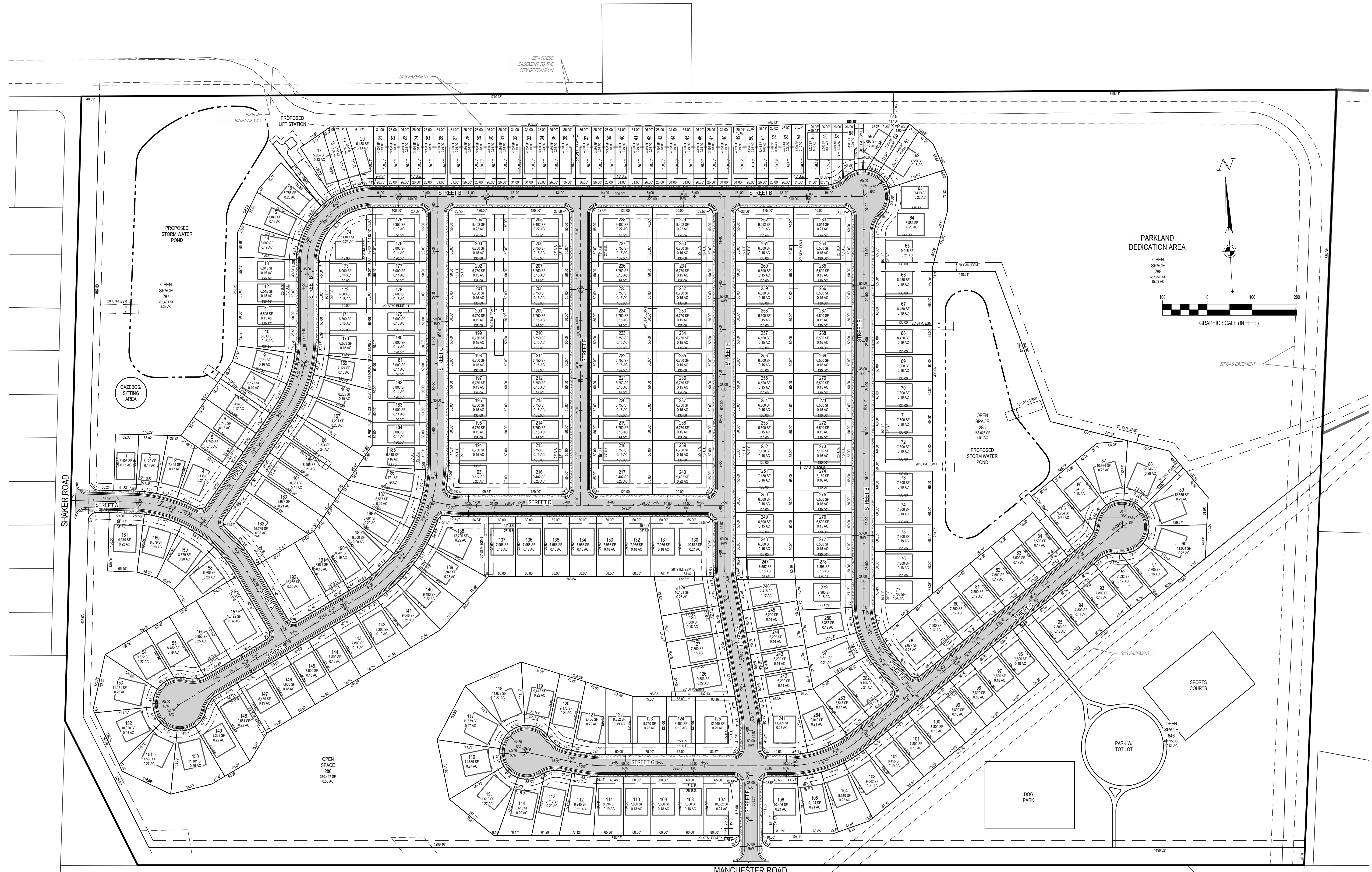
Drawing Title:
OVERALL PLAN



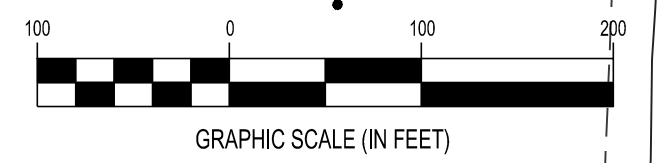
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PARKLAND DEDICATION AREA



FORESTAR

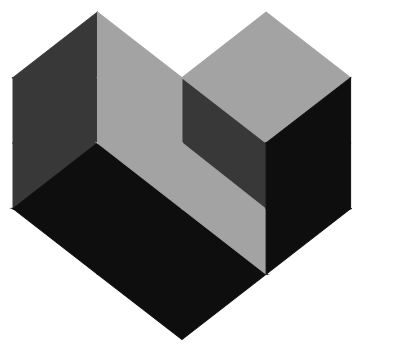
SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

Revisions / Submissions

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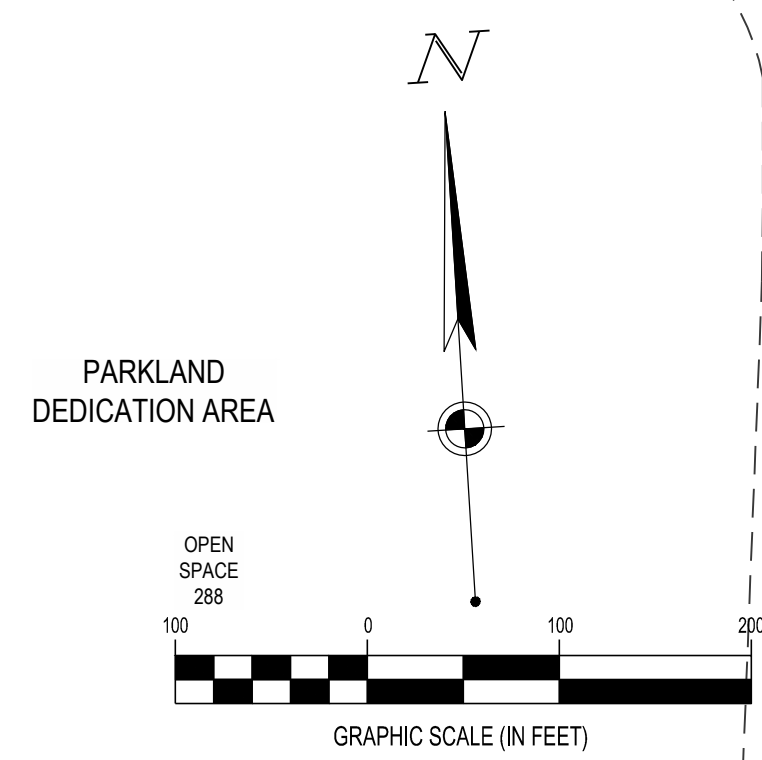
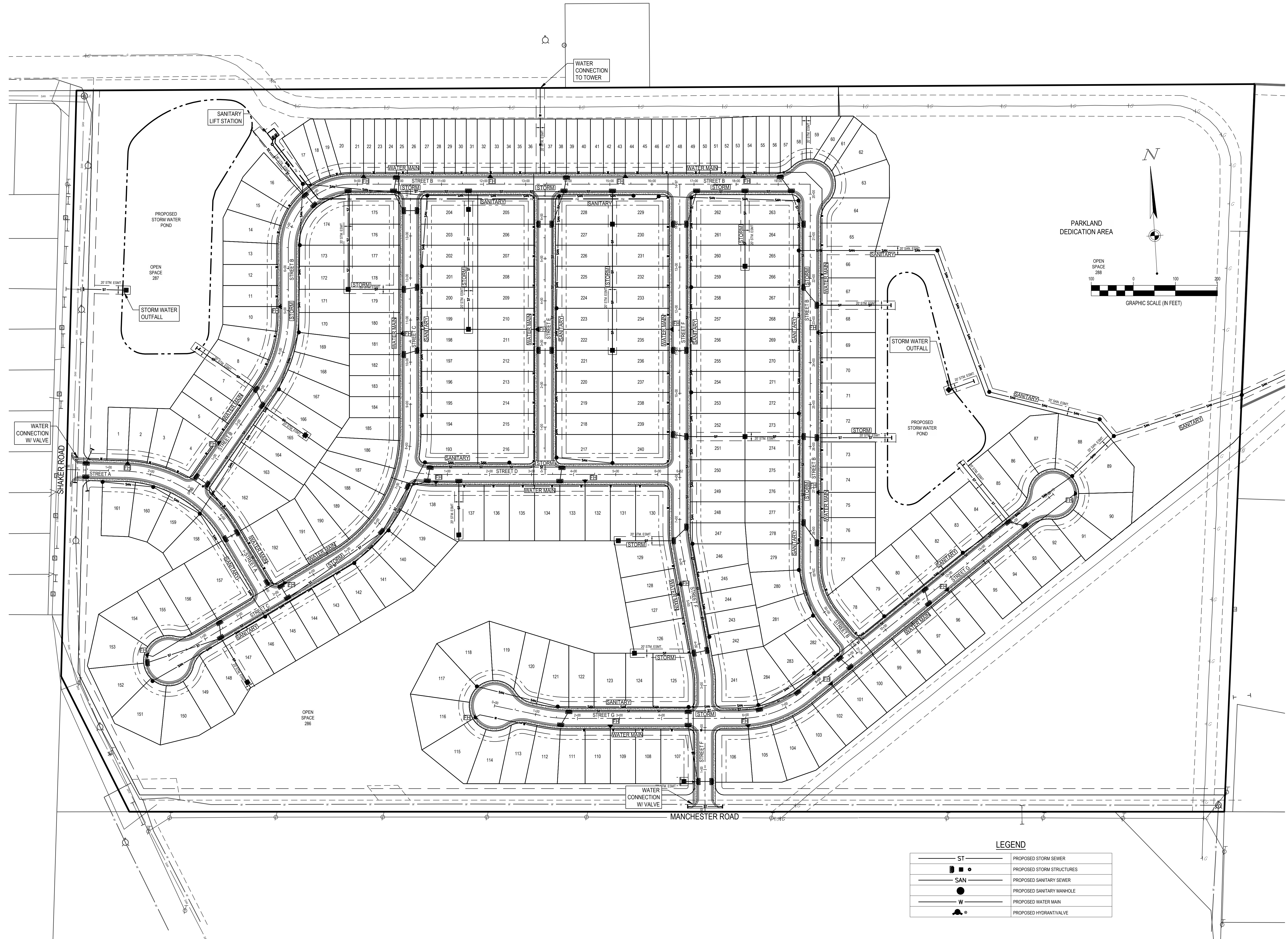
Drawing Title:
LAYOUT PLAN



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LEGEND

ST	PROPOSED STORM SEWER
□	PROPOSED STORM STRUCTURES
SAN	PROPOSED SANITARY SEWER
●	PROPOSED SANITARY MANHOLE
W	PROPOSED WATER MAIN
⊙	PROPOSED HYDRANT VALVE

FORESTAR

SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

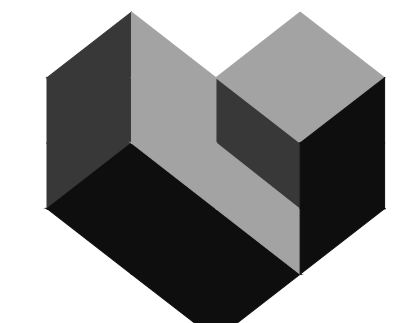
Revisions / Submissions

ID	Description	Date

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Drawn By: SJS
Checked By: JEE
Date: MAY 31 2024
Issue: PRELIMINARY

Drawing Title:
UTILITY PLAN

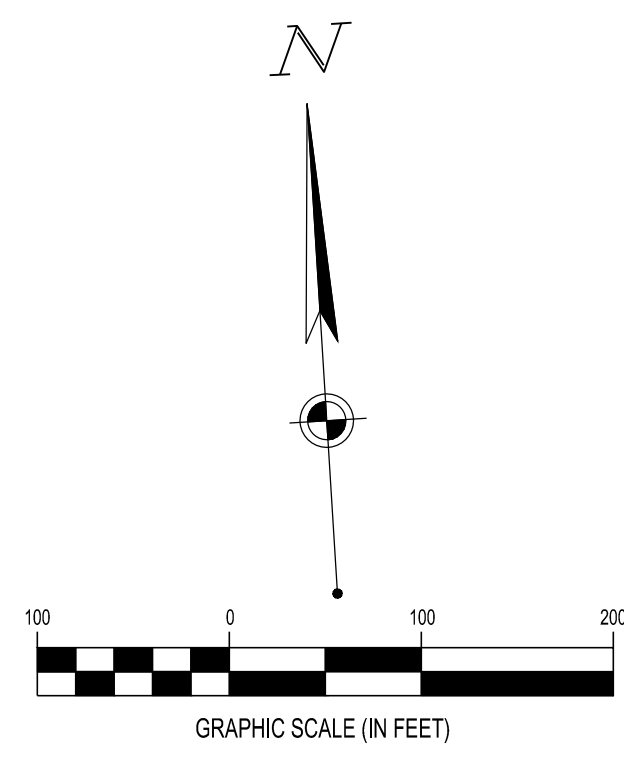
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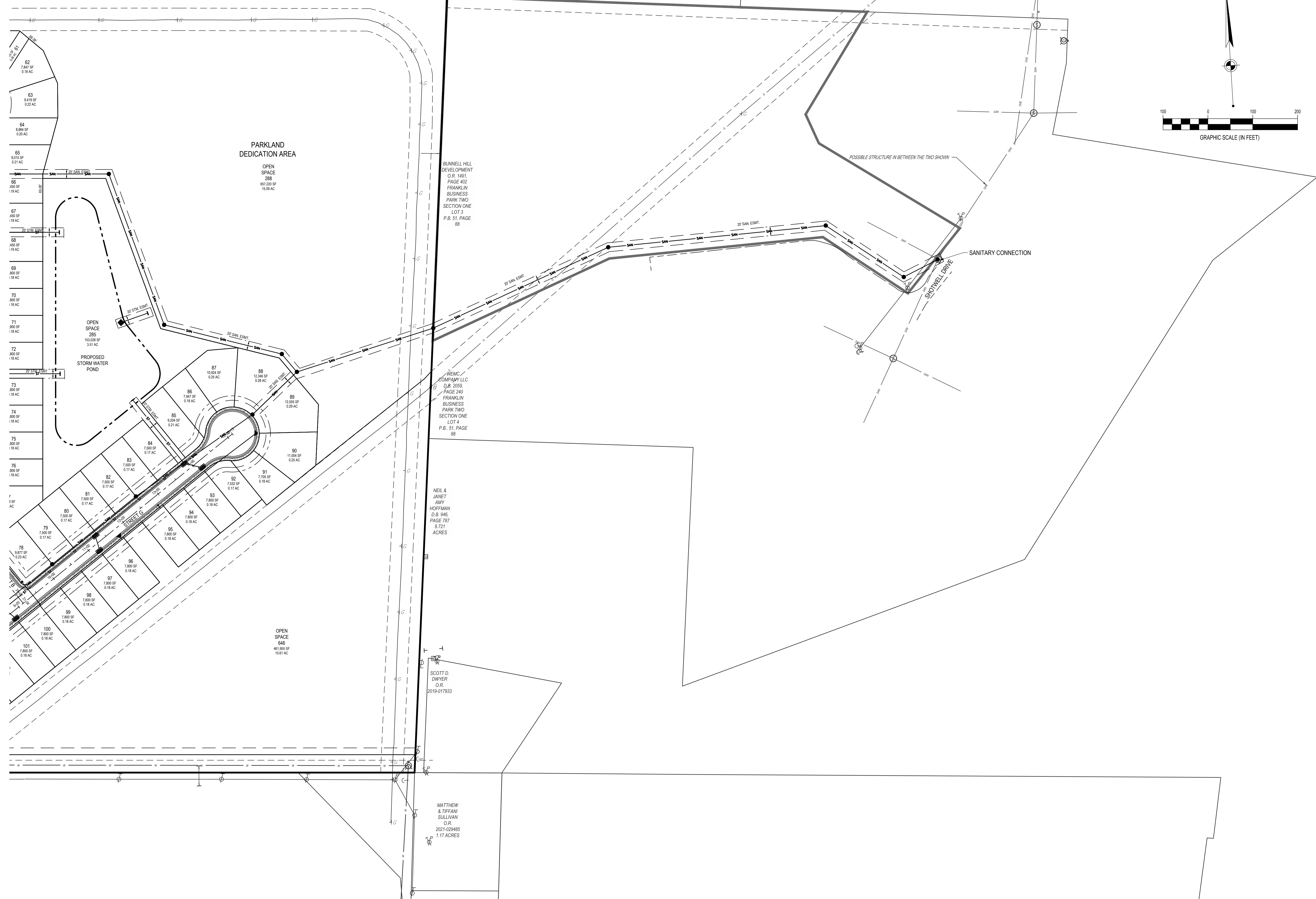
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BUNNELL HILL DEVELOPMENT
D.B. 5144, PAGE 639
S.V. 131, PAGE 110
97.2554 ACRES



PARKLAND
DEDICATION AREA

OPEN
SPACE
258
492,299 SF
15.99 AC

OPEN
SPACE
285
153,028 SF
3.51 AC

OPEN
SPACE
646
462,955 SF
10.61 AC

BUNNELL HILL
DEVELOPMENT
O.R. 1491,
PAGE 402
FRANKLIN
BUSINESS
PARK TWO
SECTION ONE
LOT 3
P.B. 51, PAGE
88

WEMIC
COMPANY LLC
O.R. 2056,
PAGE 240
FRANKLIN
BUSINESS
PARK TWO
SECTION ONE
LOT 4
P.B. 51, PAGE
88

NEIL &
JANET
AMY
HOFFMAN
O.R. 946,
PAGE 787
8.721
ACRES

SCOTT D.
DWYER
O.R.
2019-017933

MATTHEW
& TIFFANI
SULLIVAN
O.R.
2021-029485
1.17 ACRES

FORESTAR

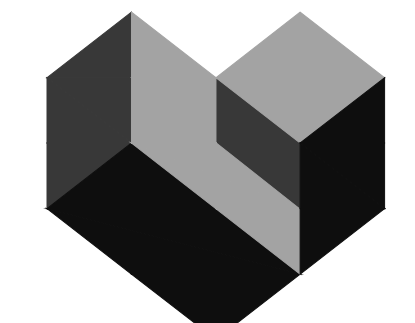
SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

Revisions / Submissions

ID	Description	Date

Project Number: 763884
Scale: 1" = 100'
Drawn By: SJS
Checked By: JEE
Date: MAY 31 2024
Issue: PRELIMINARY

Drawing Title:
**UTILITY OFFSITE
CONNECTION PLAN**



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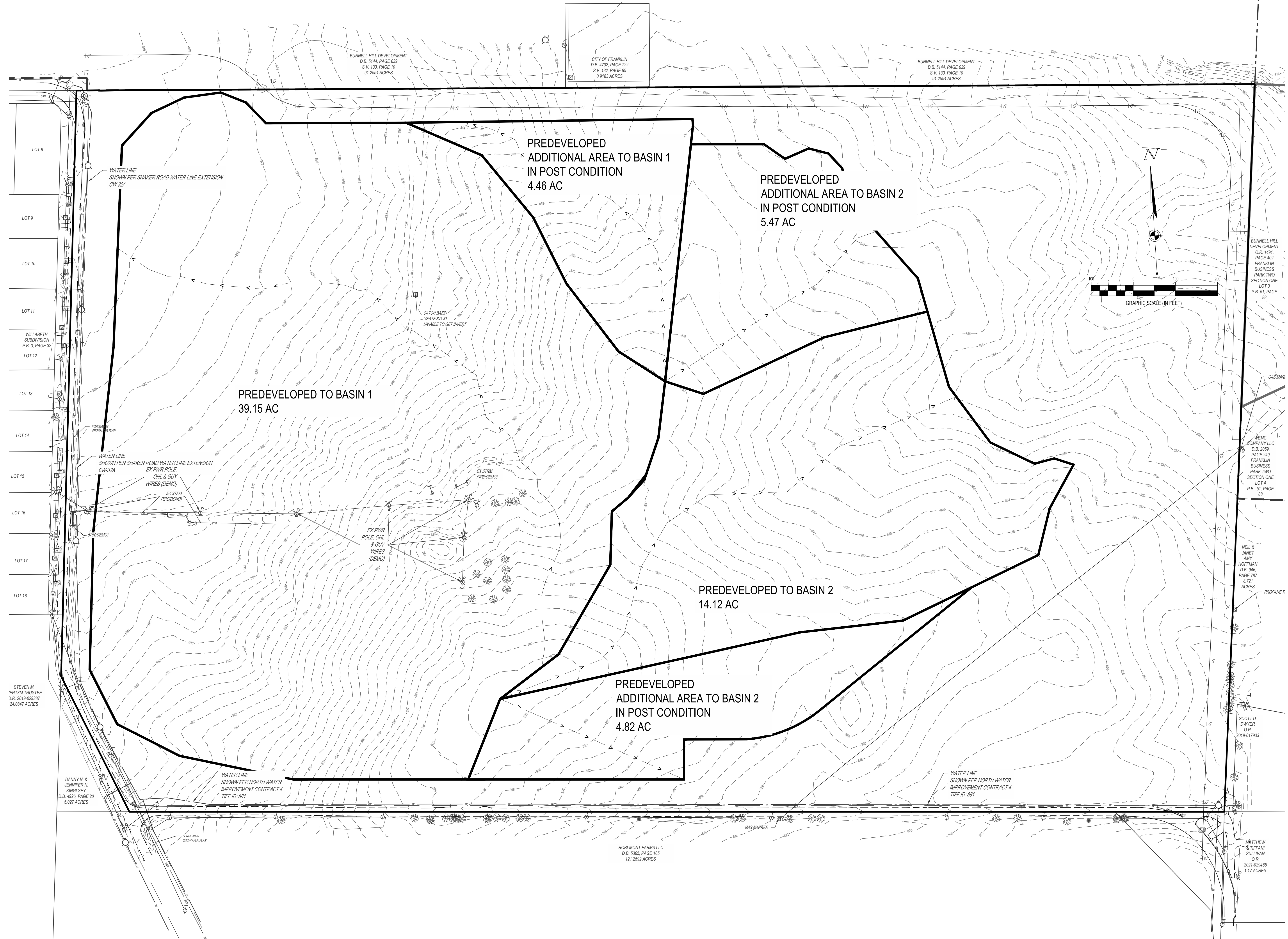
SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

Revisions / Submissions

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Checked By: JEE
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Issue: PRELIMINARY

Drawing Title:
**PRE-DEVELOPED
DRAINAGE PLAN**



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STEVEN M. ERTZM TRUSTEE
O.R. 2019-029387
24.0847 ACRES

DANNY N. & JENNIFER N. KINGLESY
D.B. 4926, PAGE 20
5.027 ACRES

WATER LINE SHOWN PER NORTH WATER IMPROVEMENT CONTRACT 4 TIFF ID: 881

BUNNELL HILL DEVELOPMENT
D.B. 5144, PAGE 639
S.V. 133, PAGE 10
91.2554 ACRES

CITY OF FRANKLIN
D.B. 4702, PAGE 722
S.V. 132, PAGE 65
0.9183 ACRES

BUNNELL HILL DEVELOPMENT
D.B. 5144, PAGE 639
S.V. 133, PAGE 10
91.2554 ACRES

BUNNELL HILL DEVELOPMENT
O.R. 1491, PAGE 402
FRANKLIN BUSINESS PARK TWO SECTION ONE LOT 3 P.B. 51, PAGE 88

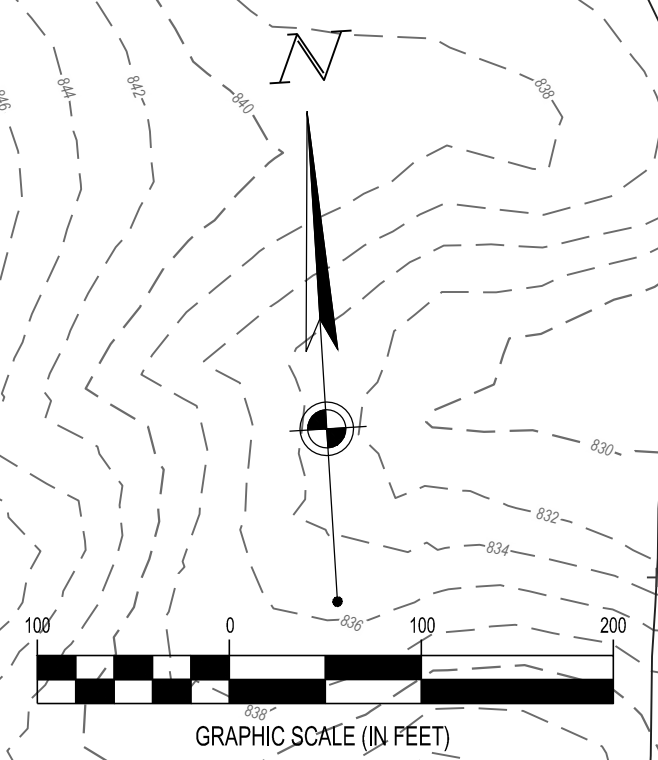
WEMIC COMPANY LLC
D.B. 2059, PAGE 240
FRANKLIN BUSINESS PARK TWO SECTION ONE LOT 4 P.B. 51, PAGE 88

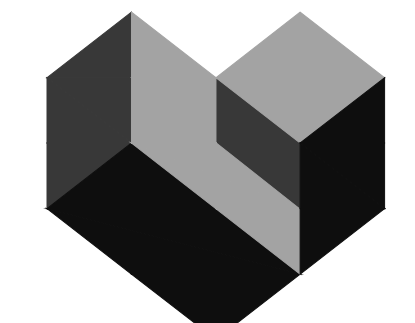
NEEL & JANET AMY HOFFMAN
D.B. 546, PAGE 787
8.721 ACRES

SCOTT D. DWYER
O.R. 2019-017933

MATTHEW & TIFFANI SULLIVAN
O.R. 2021-029485
1.17 ACRES

ROB-MONT FARMS LLC
D.B. 5395, PAGE 165
121.2592 ACRES

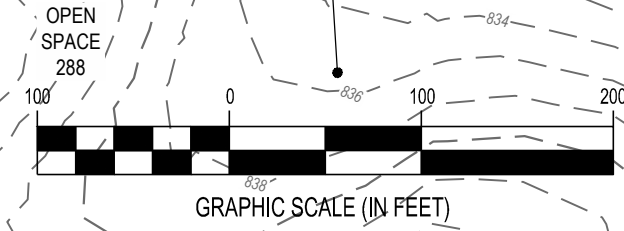
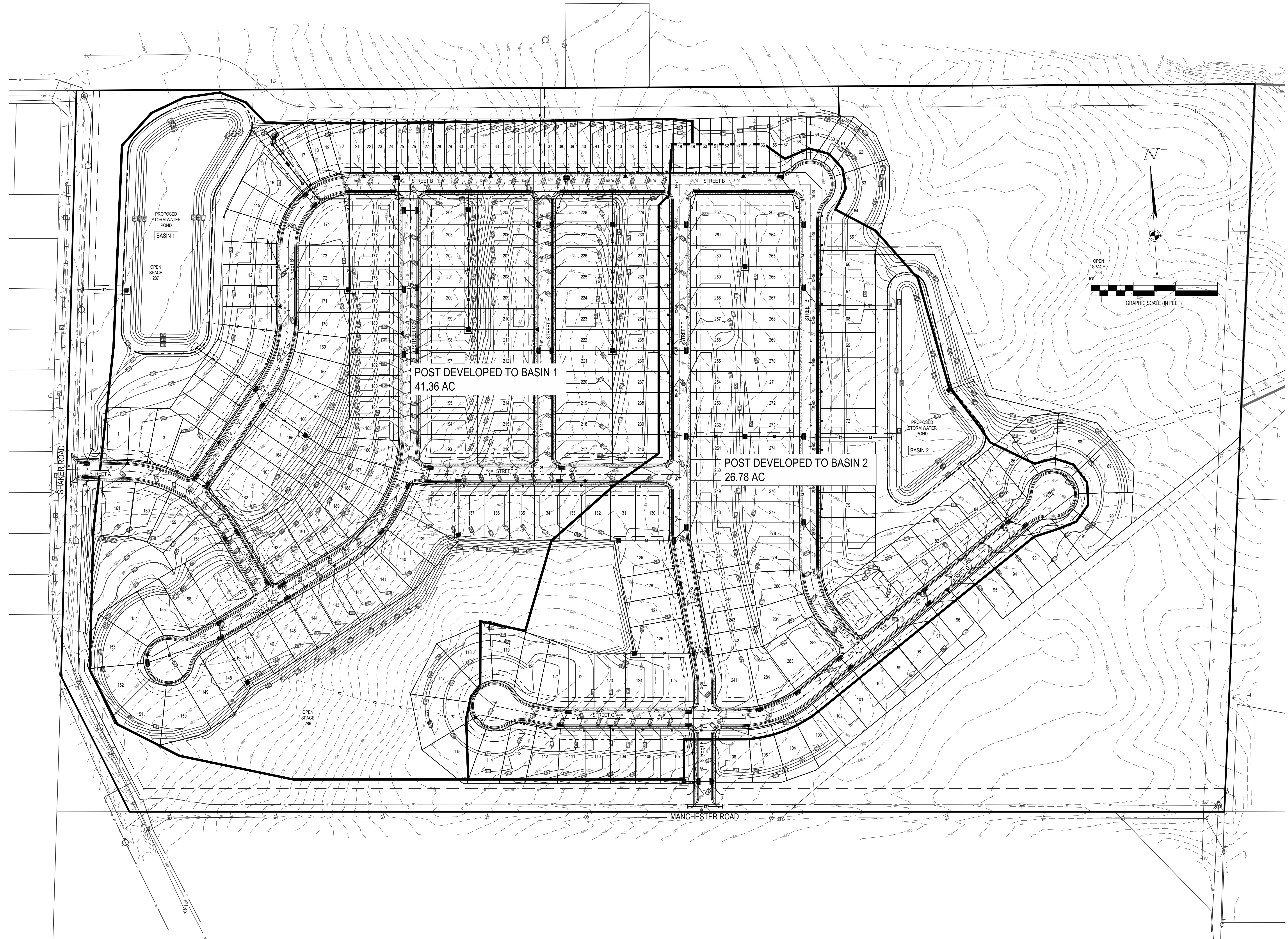




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FORESTAR

SHAKER FARMS
MANCHESTER ROAD AND SHAKER ROAD
FRANKLIN TOWNSHIP, OH

Revisions / Submissions

ID	Description	Date

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Project Number: 763884
Scale: 1" = 100'
Drawn By: SJS
Checked By: JEE
Date: MAY 31 2024
Issue: PRELIMINARY

Drawing Title:
**POST-DEVELOPED
DRAINAGE PLAN**

SCHEDULE II

Sample Depictions

See attached.





May 31, 2024

Building and Zoning Division
1 Benjamin Franklin Way
Franklin, Ohio 45005

RE: Shaker Farms Engineering Feasibility – Preliminary Development Plan – Franklin, OH

Dear Planning Commission:

On behalf of Forestar (USA) Real Estate Group, Inc., CESO, Inc. is pleased to submit this engineering feasibility statement to accompany the Preliminary Development Plan application for the Shaker Farms Development. This project is located at 5764 Shaker Road, Franklin, OH 45005. The subject parcel (PID: 08352000010) is presently owned by Mary L. Werline, Trustee of the Werline Family Revocable Trust.

Stormwater Management

The existing site currently consists predominantly of open fields. The site is bound to the north and south by agricultural fields, to the west by several single-family lots and Shaker Road, and to the east by woods and an existing homestead. The existing tributary area consists of type B, C, B/D & C/D soils. The site is split by a ridgeline near the middle of the property with approximately half the site draining via overland flow to the east and the other half draining via overland flow to the west.

The proposed development consists of 284 single-family units and two (2) large open space reserves with associated roadway, walkways, site utilities, and two (2) retention basins. Post construction drainage patterns will generally follow existing conditions. This will be done by utilizing the two (2) proposed retention basins located in the northwest and eastern areas of the site.

Drainage swales and an underground storm sewer network will be constructed to convey runoff to the proposed retention basins. The stormwater runoff will be collected using a system of curb & gutter inlets and catch basins at localized low points. The storm sewer design on this project will be based on the 10-year storm event and checked using the 25-year storm event in accordance with the regulations set forth by the Warren County Stormwater Design Manual. If a higher storm event would take place or clogging/obstructions were to occur the site will be properly graded to convey the 100-year storm event by overland flow to the proposed retention basins while providing a minimum 1-foot of freeboard from any home.

Runoff from the development will be routed to the proposed retention basins. The proposed retention basins will be utilized to serve the site for both water quality and water quantity purposes. During the final engineering process, CESO, Inc. will develop a detailed stormwater management plan designed to meet the requirements set forth by the City of Franklin, outlined by the Warren County Stormwater Design Manual, as well as the water quality requirements set forth by the Ohio EPA General Construction Permit OHC000006.

Sanitary Sewer

An existing sanitary sewer is accessible along Shotwell Drive, east of the proposed development. Based on the ridgeline near the middle of the site, a portion of the development would require to be serviced by a sanitary lift station, that ties into gravity sewer on the eastern portion of the site, that ultimately ties into the existing sanitary sewer along Shotwell Drive. It is CESO's understanding the City of Franklin would allow for this development to tie into this existing sewer. However, capacities would need to be confirmed based on the proposed development plan.

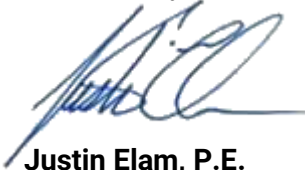
Water Main

An existing water main is accessible along both Shaker Road to the west and Manchester Road to the south. It is CESO's understanding these water mains are controlled by Warren County and connection to these may not be feasible. Connection is also proposed to the City of Franklin Water Tower directly north of and adjacent to the proposed development. Water capacities would need to be confirmed based on the proposed development plan, including ample fire flow capabilities in the water distribution system for residential uses.

Thank you for your consideration of the above Preliminary Development Plan application.

Should you have any further questions, please do not hesitate to contact me.

Respectfully,



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