

Suder llc

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Built Environment

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August 2, 2024

VIA EMAIL DELIVERY (*planning@cincinnati-oh.gov*)

City of Cincinnati Planning Commission
801 Plum Street
Cincinnati, OH 45202

COPY VIA EMAIL DELIVERY (*katherine.keough-jurs@cincinnati-oh.gov*)

Director Katherine Keough-Jurs
City of Cincinnati, Department of City of Planning and Engagement
805 Central Avenue, Suite 720
Cincinnati, OH 45202

Re: Addendum to Application | Concurrent Approval of Major Amendment to the Concept Plan and a Final Development Plan for Planned Development 38 (“PD-38”), on the Real Property Located at 1931 E. Seymour Avenue, in the City of Cincinnati, Hamilton County, State of Ohio (Hamilton County, Ohio Parcel Id. No. 117-0003-0113-00) (the “Property”)

To the City of Cincinnati Planning Commission,

As you are aware, MBL DerbyCity Development, LLC (the “Applicant”) has submitted an application for 1) a major amendment to the PD-38 zoning district’s concept plan (the “Concept Plan”) and 2) a final development plan (the “FDP”) (collectively, the “Application”). At the public hearing on June 21, 2024, the Planning Commission voted to hold the Application, to allow for the Applicant to engage further with interested members of the community.

This letter is to provide you with an update on the community engagement that has occurred since the last public hearing, and to notify you of certain changes to the Application that have been made in response to various concerns from the community. These changes include:

- Reducing the total unit count from 168 to 150;
- Reducing the height of the northwest building from 4 stories to 3 stories;
- Removing the pool and providing 20 additional parking spaces;
- Preserving a large existing oak tree and providing additional landscape buffering;
- Closing the Sunwalk Drive entrance with a gate, for emergency access only; and
- Granting a conservation easement to the Villages of Daybreak Homeowners Association.

These changes are indicated on the updated architectural drawings (Exhibit A), civil engineering drawings (Exhibit B), draft conservation easement (Exhibit C), and development program statement (Exhibit D) submitted along with this letter.

I. Community Engagement

Before the Planning Commission's initial hearing on June 21, 2024, the Applicant engaged in extensive community outreach, including the following.

- In the fall of 2023, a representative of the Applicant attended multiple in-person meetings with the Bond Hill Community Council. One of these meetings culminated in a vote in favor and a letter of support for the project, conditioned on the execution of a community benefits agreement. A copy of that letter of support was included in our initial Application.
- In September of 2023, the Applicant drafted and sent the outline of a proposed community benefits agreement to the Bond Hill Community Council. The Applicant never received a response.
- In the winter of 2023, a representative of the Applicant spoke numerous times with the Villages of Daybreak Board of Trustees regarding the Applicant's plans for the Property.
- In May of 2024, the Applicant sent letters to each of the abutting property owners, explaining the Applicant's plans for the Property and encouraging the recipient to reach out with any questions.
- On June 5, 2024, the Applicant participated in a public staff conference hosted by the Planning Department, in which numerous nearby residents attended and learned about the Application.

At the Planning Commission's direction, the Applicant has also undertaken additional dialogue with the community since the June 21, 2024 hearing, including the following.

- First, the Applicant hosted an informational session regarding the Application. This occurred on Tuesday, July 2, 2024 at 6:30 PM at The Well Church, a meeting that lasted for several hours and was well attended by dozens of nearby residents, including many that own property in the Villages of Daybreak. A copy of the flyer for this event is attached hereto as Exhibit E.
- Second, the Applicant attended the annual meeting of the Villages of Daybreak Homeowners Association on Saturday, July 13, 2024, at 12:30 PM. At this meeting, members of the Applicant team presented numerous design changes, including the pool removal, the Sunwalk Drive gate, and the conservation easement.

- Third, the Applicant is hosting an additional informational meeting at the Community Action Agency on Tuesday, August 6, 2024, at 6:30 PM. A copy of the flyer for this event is attached hereto as Exhibit F. At this meeting, the Applicant will explain the reduction in height and unit count and provide an opportunity for additional feedback.
- Finally, the Applicant is presently involved in negotiations with the Bond Hill Community Council regarding the terms of a community benefits agreement, which the Applicant hopes will be finalized in the coming weeks.

We believe that the above activity has been and will be beneficial to the community's understanding of the Application. Further, as discussed more below, this continuous engagement has provided the Applicant with an opportunity to revise the Application in numerous ways to address community concerns. By the time of the next public hearing, we believe there will have been a fulsome and productive discussion with all interested parties, such that the Planning Commission can make an informed decision to approve the Application for City Council's review.

II. Response to Community Feedback

During the course of the Applicant's ongoing community engagement, several common themes emerged as concerns of nearby property owners, including the following:

- 1) The compatibility of multi-family housing on the Property with surrounding land uses;
- 2) The number of proposed units;
- 3) The height of the proposed buildings;
- 4) The fact that the units would be restricted to persons earning a certain income;
- 5) Potential impacts on surrounding property values;
- 6) Potential noise coming from the recreation areas that would be provided for the residents;
- 7) Green space and preservation of natural resources;
- 8) The amount of parking provided for residents;
- 9) The level of traffic generated by the proposed development, and vehicular access to and from the Property;
- 10) Privacy of nearby residents; and
- 11) A preference for the townhome development that is currently approved under the Concept Plan for PD-38 for the Property.

The Applicant has responded substantively to each of these concerns, as more fully explained below.

III. Compatibility with Surrounding Land Uses

Some of the neighboring residents have expressed a concern that any multi-family housing whatsoever would be inappropriate for this site. We respectfully disagree with this "all or nothing" mentality. Attached as Exhibit G, please see a letter from a certified professional planner, who provides an expert opinion that the Application's "proposed use is compatible and harmonious with surrounding land uses." As the City's Planning Department has already concluded, multi-

family development on the Property would serve as an ideal transition between the three- and four-story mixed-use development at MidPointe Crossing (to the northwest) and the two-story condominium development in the Villages of Daybreak (to the southeast).

IV. Density

The concern was also raised that the Application proposes too much density for the Property. While we believe that the Property could accommodate all of the units originally proposed, in a show of good faith to the community, the Applicant has reduced the unit count from 168 to 150. This is the minimum number of units that the Applicant needs in order to make the project economically viable.

V. Height

By reducing the overall unit count, the Applicant has also been able to reduce the height of the northwestern building, which is closest to the single-family homes on Havenwood Court. That building will now be only 3 stories, as opposed to the originally proposed 4 stories, which reduces the overall disparity in height between that building and the Havenwood Court homes.

VI. Affordability

The Applicant intends to finance this development in part through Low-Income Housing Tax Credits (“LIHTC”), issued by the Ohio Housing Finance Agency. The development will be income restricted and affordable to persons making between 50% to 70% of area median income. The income limits and rent limits for the units will therefore be as follows.

LIHTC Income Limits for 2024 (Based on 2024 MTSP Income Limits)			
	50.00%	60.00%	70.00%
1 Person	36,700	44,040	51,380
2 Person	41,950	50,340	58,730
3 Person	47,200	56,640	66,080
4 Person	52,400	62,880	73,360
5 Person	56,600	67,920	79,240
6 Person	60,800	72,960	85,120

LIHTC Rent Limits for 2024 (Based on 2024 MTSP/VI Income Limits)			
Bedrooms (People)	50.00%	60.00%	70.00%
1 Bedroom (1.5)	983	1,179	1,376
2 Bedrooms (3.0)	1,180	1,416	1,652
3 Bedrooms (4.5)	1,362	1,635	1,907

As the Planning Commission is well aware, the City of Cincinnati faces a severe shortage of quality, affordable housing. As explained in Exhibit G, “there is a need for more than \$16,000 new affordable units in Hamilton County and the City of Cincinnati to be able to address the growing affordability issue.” The Applicant intends to develop the Property with design and finishes akin to a market-rate project, out of a sincere belief that all people deserve a quality place to live. Approving the Application will thus serve the important public policy of providing much needed quality, affordable housing units in the City.

Nevertheless, certain community members have continued to express concern about the affordability component of the Application; some have even openly suggested a connection between affordability and criminality. Such concerns are misplaced, as LIHTC standards will require the Applicant to perform a background check on all prospective tenants. Further, the likely residents within the above income limits will be working class people like teachers, police officers, and fire fighters.

But more fundamentally, we respectfully submit that it would be inappropriate for the Planning Commission to credit concerns about the type of person who may or may not live at the Property. As the First District Court of Appeals has stated, “zoning laws may regulate the use of the land, not the identity of the users.” *Phillips Supply Co. v. City of Cincinnati Zoning Bd. of Appeals*, 2014-Ohio-3203, ¶ 14 (1st Dist.).

VII. Property Values

Several members of the community have asserted, without evidence, that the proposed development would lead to a reduction in surrounding property values. Exhibit G refutes this argument, providing an expert opinion that the development “will not have any negative impact on surrounding property values.” Indeed, this opinion cites numerous studies showing that the opposite is true: single-family homes typically *increase* in value when situated adjacent to multi-family and LIHTC developments.

VIII. Noise

Some nearby property owners have expressed concern about noise that may be generated from the recreation areas initially proposed in the Application. To that end, the Applicant has amended its Application to remove the previously proposed pool.

IX. Green Space

Several members of the community have emphasized a hope that the Property’s existing natural features would be maintained where possible. Although complete preservation of the Property in its present condition is not realistic or possible, the Applicant has significantly modified its Application to provide for as much green space as possible.

First, as shown below, there is a large old-growth oak tree currently present in the middle of the Property. The Application has been revised to preserve this tree in the parking area.



Second, the Applicant is willing to grant a conservation easement to the Villages of Daybreak Homeowners Association, to encumber the area outside of the privacy fence that abuts some of the lots on Havenwood Court, Yorktown Road, and Mosaic Lane. The conservation easement will ensure that this green space will act as a permanent buffer between the proposed development and the Villages of Daybreak.

Finally, the Applicant has also provided additional landscaping throughout the Property, especially along the boundary line with the Villages of Daybreak, as indicated on the updated architectural and civil engineering drawings. On the whole, the Applicant is proposed to create a net increase of several dozen trees to the Property.

X. Parking

Planned Development Districts contain no minimum parking requirements. And even if the Property was zoned other than PD-38, it would still fall within the Transportation Corridor created by the Connected Communities zoning amendment, which removed all applicable minimum parking requirements. *See* Cincinnati Zoning Code § 1405-04(c) (“The transit corridor ‘T’ designation is subject to the following development regulations: . . . (4) Minimum off-street parking regulations do not apply.”) Thus, City Council has clearly spoken that there are no minimum parking requirements for the Property.

Nevertheless, to address the community’s concerns about inadequate parking, the Applicant has amended its application to provide an additional 20 parking spaces where the pool was previously proposed to be located. This brings the total number of parking spaces to 190, which is more than sufficient for the 168 units proposed.

XI. Traffic and Vehicular Access

The Applicant has already submitted a Traffic Impact Study, indicating that “the development will not significantly impact the existing Roadway Network.” And the City Department of Transportation and Engineering has likewise expressed no concerns or required any improvements to the public right-of-way.

Nevertheless, to address the community’s concerns about potential traffic impacts to the Villages of Daybreak, the Applicant has amended its Application to provide for a gate at the entrance to Sunwalk Drive. This gate will be used for emergency access only and will not be open for residents of the Property on a day-to-day basis. Thus, there will likely be no traffic impacts on the Villages of Daybreak if the Application is approved.

It is important to note that this Application poses *less of a traffic impact to the Villages of Daybreak than the currently approved townhome design.* Whereas the current Concept Plan calls for Sunwalk Drive to be extended to provide vehicular access to eleven additional buildings, the Application proposes that Sunwalk Drive would not be open to Property’s residents at all. Please see the below illustrations for a comparison of vehicular access paths between the current and proposed Concept Plans for the Property.

TOWN HOME ACCESS TO SITE



SEYMOUR STATION ACCESS TO SITE



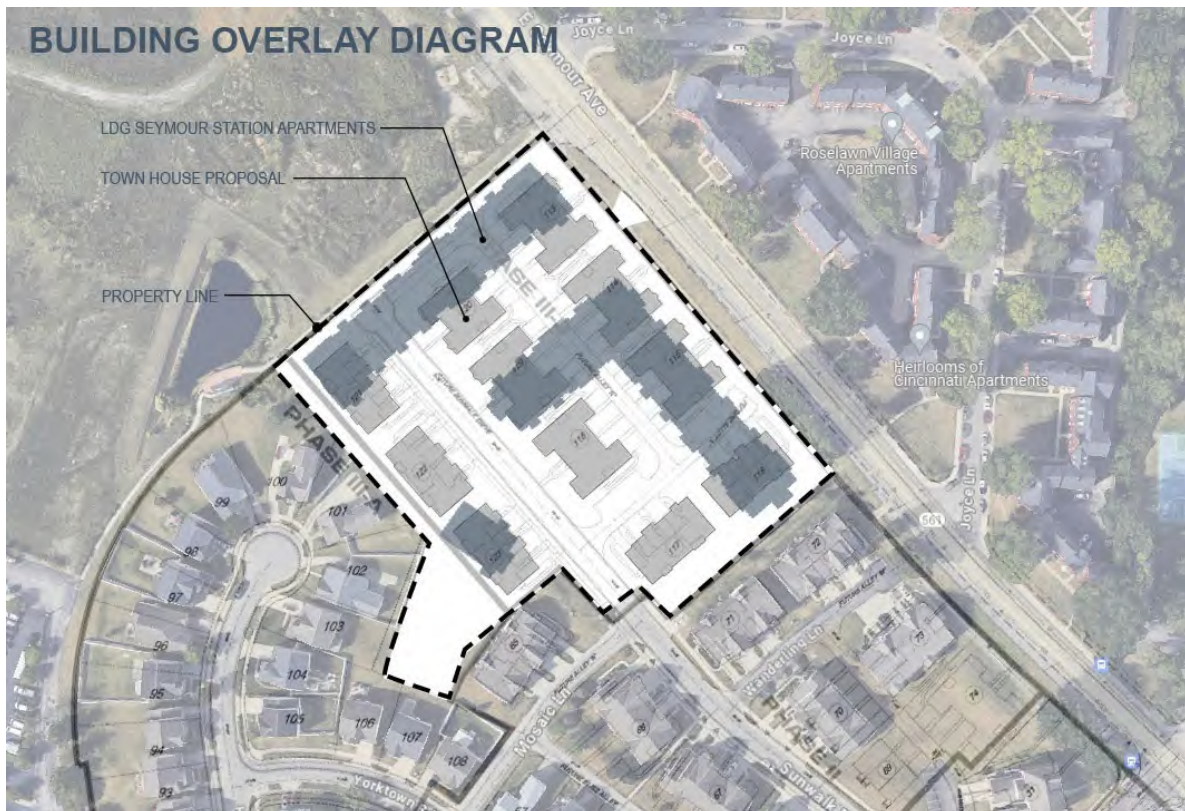
XII. Privacy

The gate to Sunwalk Drive should also address some of the concerns about privacy, as this will be a greater physical barrier between the Property and the Villages of Daybreak than the prior proposed removable bollards. The preservation of the large oak tree, the addition of dozens of trees along the property line, and the reduction in height of one of the buildings will also serve to shield the Villages of Daybreak residents from visual impacts and preserve their privacy. Finally, the conservation easement will provide the Villages of Daybreak residents with control over a substantial buffer yard, which will further protect their privacy.

XIII. Currently Approved Townhome Development

Attached as Exhibit H, please see a letter from the current owner of the Property. This letter explains that the currently approved townhome development “is no longer economically viable for this property.” Simply put, what City Council originally approved for the Property is no longer an economic possibility. This is evidenced by the fact that the Property has sat vacant for two decades, since the original Concept Plan was enacted in 2004.

Further, it is worth noting that the development in the proposed Application will be comparable in total ground area to the currently approved townhomes, with the bulk of the improvements to be located *farther away from the Villages of Daybreak residents*. Please see the below comparison illustration for details.



Finally, as mentioned above, this Application will have no traffic impacts on the existing Villages of Daybreak development, as opposed to the townhome development which calls for the extension of Sunwalk Drive and would like lead to many more vehicle trips through the Villages of Daybreak streets.

* * * *

For all these reasons, we believe that the Applicant has adequately engaged the community and addressed all applicable concerns. And, for all of the reasons explained in our original submission to the Planning Commission (which we expressly incorporate herein by reference), the Application meets all applicable legal requirements in Sections 1429-11(a) and 1429-13 of the Cincinnati Zoning Code. On behalf of the Applicant, we therefore respectfully ask that you therefore approve the Application. Thank you for your consideration, and we look forward to speaking with you more at the upcoming hearing.

Sincerely,



J.P. Burleigh
Counsel for MBL DerbyCity Development, LLC

c: Sean Suder
Justin Hartz
Alan Stogsdill

Enclosures:

- Exhibit A – Updated Architectural Drawings
- Exhibit B – Updated Civil Engineering Drawings
- Exhibit C– Conservation Easement
- Exhibit D – Development Program Statement
- Exhibit E – July 2, 2024 Community Engagement Session Flyer
- Exhibit F – August 6, 2024 Community Engagement Session Flyer
- Exhibit G – Expert Opinion from a Certified Professional Planner
- Exhibit H– Letter from Current Property Owner

EXHIBIT A

Updated Architectural Drawings

SEYMOUR STATION

1931 SEYMOUR AVE., CINCINNATI, OH 45237



LDG
DEVELOPMENT



PRELIM DESIGN

SEYMOUR STATION

1931 SEYMOUR AVE.,
CINCINNATI, OH 45237

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4. ADDITIONALLY, SEE GENERAL INFORMATION ON "40" SHEETS.
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location map



drawing index CSR

Sheet Number	Sheet Name	CSR 01-18-24	TECH CSR 03-28-24	TECH CSR 06-13-24	CSR MTG - 8-16-24
A.000	COVER SHEET	*	*	*	*
A.100	AERIAL SITE PLAN	*	*	*	*
A.110	BUILDING 1 FLOOR PLANS	*	*	*	*
A.112	BUILDING 2 FIRST FLOOR PLAN	*	*	*	*
A.113	BUILDING 2 SECOND THROUGH FOURTH FLRS	*	*	*	*
A.115	CLUBHOUSE FLOOR PLAN	*	*	*	*
A.128	BUILDING 1 ROOF PLAN	*	*	*	*
A.129	BUILDING 2 ROOF PLAN	*	*	*	*
A.201	BUILDING 1 EXT. ELEV. - RENDERINGS	*	*	*	*
A.202	BUILDING 2 EXT. ELEV. - RENDERINGS	*	*	*	*
A.203	BUILDING 1 EXT. ELEV. - TECHNICAL	*	*	*	*
A.204	BUILDING 2 EXT. ELEV. - TECHNICAL	*	*	*	*

LDG - BLDG 1 UNIT COUNT MIX

UNIT TYPE w/ balcony	Count
1BDRM	12
2BDRM	18
2BDRM END UNIT	6
3BDRM GRNK	6
3BDRM	12
TOTAL	54

LDG - BLDG 2 UNIT COUNT MIX

UNIT TYPE w/ balcony	Count
1BDRM	32
2BDRM	40
2BDRM GRNK	4
3BDRM	20
TOTAL	96

perspective



PROJECT INFORMATION

PROJECT TYPE: NEW CONSTRUCTION
ADDRESS: 1931 SEYMOUR AVE., CINCINNATI, OH 45237
COUNTY: HAMILTON
CLIMATE ZONE: 6A
SEISMIC ZONE: SEISMIC DESIGN CATEGORY B, SITE CLASS D
DESIGN WIND SPEED: 140 NOMINAL
FEMA FLOOD ZONE: X8
USE GROUP: R2
CONSTRUCTION TYPE: 5A
SPRINKLER SYSTEM SPECIFICATION
BLDG 1: NFPA 13R
BLDG 2: NFPA 13R
CLUBHOUSE: NFPA 13

BUILDING CODE ANALYSIS

APPLICABLE BUILDING CODES:
CODE LIST IS NOT NECESSARILY EXHAUSTIVE OF ALL AHJs

2024 OHIO BUILDING CODE
2024 OHIO PLUMBING CODE
2024 OHIO MECHANICAL CODE
2024 NATIONAL ELECTRIC CODE - NFPA 70
2015 INTERNATIONAL FUEL GAS CODE
SAFE HARBOR
ANSI A117.1/2011
2012 INTERNATIONAL ENERGY CONSERVATION CODE
2010 ASHRAE 90.1
NATIONAL FIRE ALARM & SIGNALING CODE - NFPA 12-16
AUTOMATIC SPRINKLER SYSTEMS - NFPA 13R
2024 OHIO FIRE CODE

OHIO ADMINISTRATIVE CODE
CITY OF CINCINNATI BUILDING & ZONING ORDINANCES
CODE LIST IS NOT NECESSARILY EXHAUSTIVE OF ALL CODES HAVING JURISDICTION

USE & OCCUPANCY CLASSIFICATION (CHAPTER 9):

GROUND FLOOR [R-2](OCCUPANCY)
SECOND FLOOR [R-2](OCCUPANCY)
THIRD FLOOR [R-2](OCCUPANCY)
FOURTH FLOOR [R-2](OCCUPANCY)

BUILDING AREA BY LEVEL BUILDING 1

Name	Area
Building 1	
1ST FLOOR	
1A1	754 SF
1B1	2,297 SF
2B1	7,045 SF
3A1	1,162 SF
3B1	1,162 SF
3B2	4,808 SF
CORRIDOR	2,638 SF
ELEV.	126 SF
MECH.	265 SF
PATIO	1,161 SF
STAIR	343 SF
STORAGE	0 SF
TRSH.	64 SF
1ST FLOOR	21,836 SF
2ND FLOOR	
1B1	3,011 SF
2A1	882 SF
2B1	6,163 SF
3A2	1,202 SF
3B1	2,325 SF
3B2	3,601 SF
BALCONY	1,161 SF
CORRIDOR	2,638 SF
MECH.	265 SF
STAIR	343 SF
STORAGE	126 SF
TRSH.	64 SF
2ND FLOOR	21,836 SF
3RD FLOOR	
1B1	3,011 SF
2B1	5,218 SF
2B2	1,761 SF
3A2	1,202 SF
3B1	2,325 SF
3B2	3,601 SF
BALCONY	1,161 SF
CORRIDOR	2,638 SF
MECH.	324 SF
STAIR	343 SF
STORAGE	126 SF
3RD FLOOR	21,836 SF
TOTAL W/ PATIO/BALC.	65,504 SF
TOTAL W/OUT PATIO/BALC.	62,007 SF

BUILDING AREA BY LEVEL BUILDING 2

Name	Area
Building 2	
1ST FLOOR	
1A1	745 SF
1B1	5,214 SF
2A1	882 SF
2A2	1,244 SF
2B1	7,958 SF
3A2	1,202 SF
3B2	4,808 SF
CORRIDOR	2,911 SF
ELEV.	152 SF
MECH.	260 SF
PATIO	1,338 SF
STAIR	656 SF
TRSH.	64 SF
1ST FLOOR	27,518 SF
2ND FLOOR	
1B1	5,954 SF
2A1	884 SF
2B1	7,943 SF
2B2	1,244 SF
3A2	1,203 SF
3B2	4,808 SF
BALCONY	1,338 SF
CORRIDOR	2,911 SF
ELEV.	152 SF
MECH.	63 SF
STAIR	656 SF
TRSH.	64 SF
2ND FLOOR	27,321 SF
3RD FLOOR	
1B1	5,954 SF
2A1	884 SF
2B1	7,943 SF
2B2	1,244 SF
3A2	1,203 SF
3B2	4,808 SF
BALCONY	1,338 SF
CORRIDOR	2,911 SF
ELEV.	152 SF
MECH.	63 SF
STAIR	656 SF
TRSH.	64 SF
3RD FLOOR	27,321 SF
4TH FLOOR	
1B1	5,954 SF
2A1	884 SF
2B1	9,181 SF
3A2	1,203 SF
3B2	4,808 SF
BALCONY	1,338 SF
CORRIDOR	2,911 SF
ELEV.	152 SF
MECH.	63 SF
STAIR	656 SF
TRSH.	64 SF
4TH FLOOR	27,321 SF
TOTAL W/ PATIO/BALC.	109,481 SF
TOTAL W/OUT PATIO/BALC.	104,124 SF

BUILDING AREA BY LEVEL CLUBHOUSE

Name	Area
1ST FLOOR	
ASST. MANAGER	146 SF
COMMUNITY	129 SF
KITCHEN	418 SF
COMMUNITY ROOM	216 SF
CORR.	9 SF
FILE STORAGE	264 SF
IT. CLOS.	24 SF
LEASING AREA	315 SF
MAIL ROOM	312 SF
MAINTENANCE	168 SF
MANAGER	148 SF
MECH.	64 SF
PANTRY	74 SF
RESTROOM	135 SF
SERVICE COORD.	150 SF
VESTIBULE	202 SF
WATER ROOM	113 SF
WORK ROOM	174 SF
TOTAL	3,241 SF

site plan



architect:
Berardi + Partners, LLC
Columbus, Ohio

civil:
Evans Engineering
Cincinnati, Ohio

NOT FOR CONSTRUCTION

PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date
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COVER SHEET

A.000

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SEYMOUR STATION

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PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

AERIAL SITE PLAN

A.100

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SEYMOUR STATION

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PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

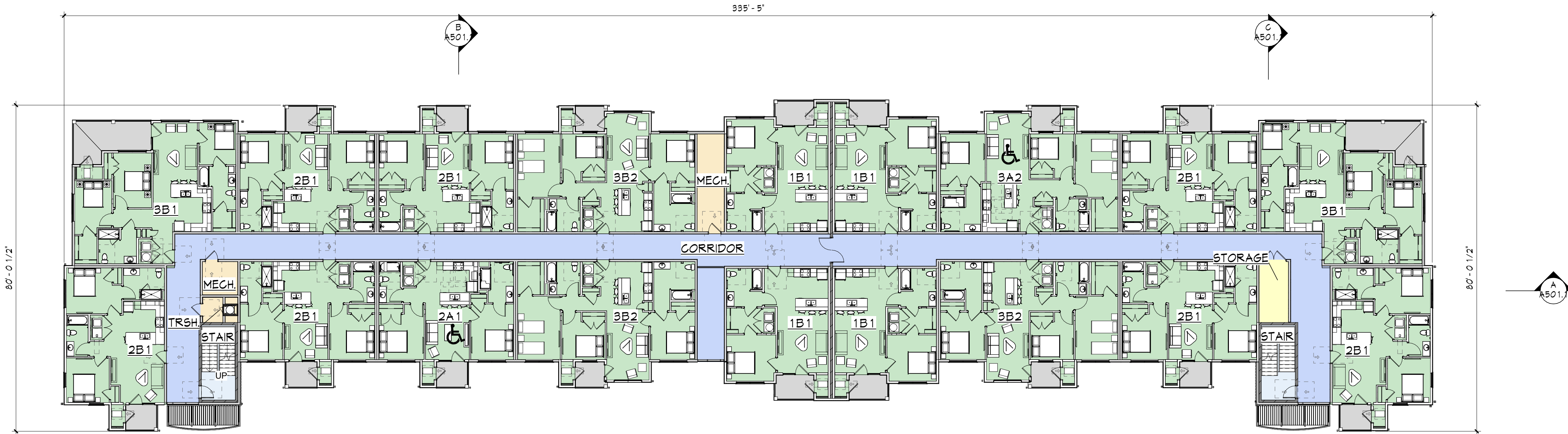
BUILDING 1 FLOOR PLANS

A.110

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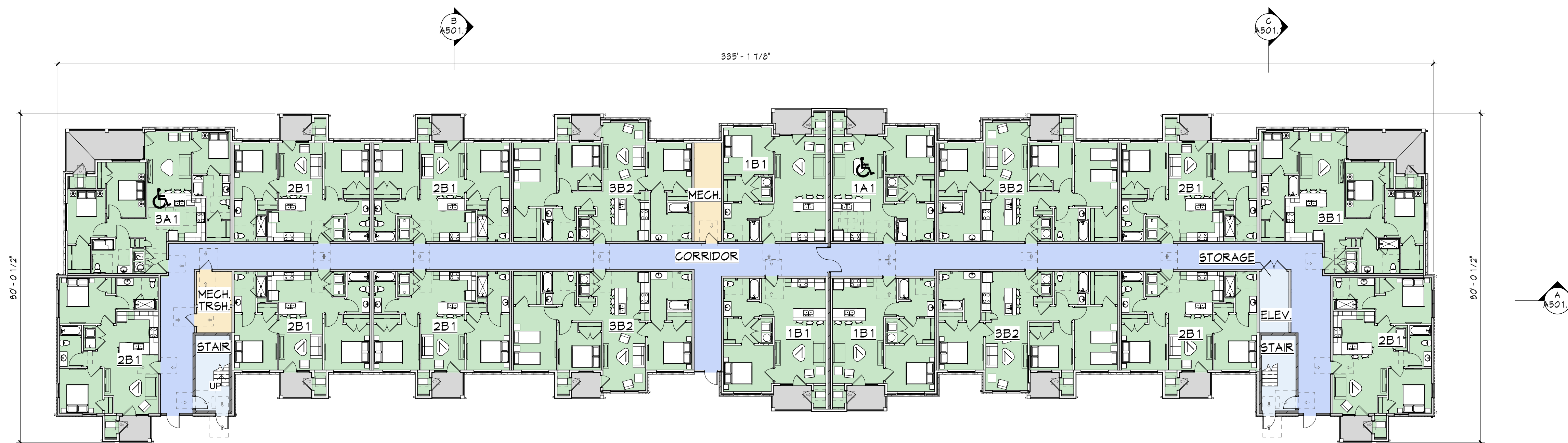
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BUILDING 1 SECOND THROUGH THIRD FLOOR PLAN

1/16" = 1'-0"

- Building Area Legend**
- COMMON CIRCULATION
 - EXTERIOR AREA
 - LIVING UNITS
 - MECHANICAL AREA
 - STORAGE
 - VERTICAL PENETRATIONS



BUILDING 1 FIRST FLOOR PLAN

1/16" = 1'-0"

- Building Area Legend**
- COMMON CIRCULATION
 - EXTERIOR AREA
 - LIVING UNITS
 - MECHANICAL AREA
 - STORAGE
 - VERTICAL PENETRATIONS

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- Building Area Legend
- COMMON CIRCULATION
 - EXTERIOR AREA
 - LIVING UNITS
 - MECHANICAL AREA
 - VERTICAL PENETRATIONS

BUILDING 2 FIRST FLOOR PLAN 1/16" = 1'-0"

NOT FOR CONSTRUCTION

PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

BUILDING 2 FIRST FLOOR PLAN

A.112

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- Building Area Legend**
- COMMON CIRCULATION
 - EXTERIOR AREA
 - LIVING UNITS
 - MECHANICAL AREA
 - VERTICAL PENETRATIONS

BUILDING 2 SECOND THROUGH FOURTH FLOORS

1/16" = 1'-0"

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PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

BUILDING 2 SECOND THROUGH FOURTH FLRS A.113

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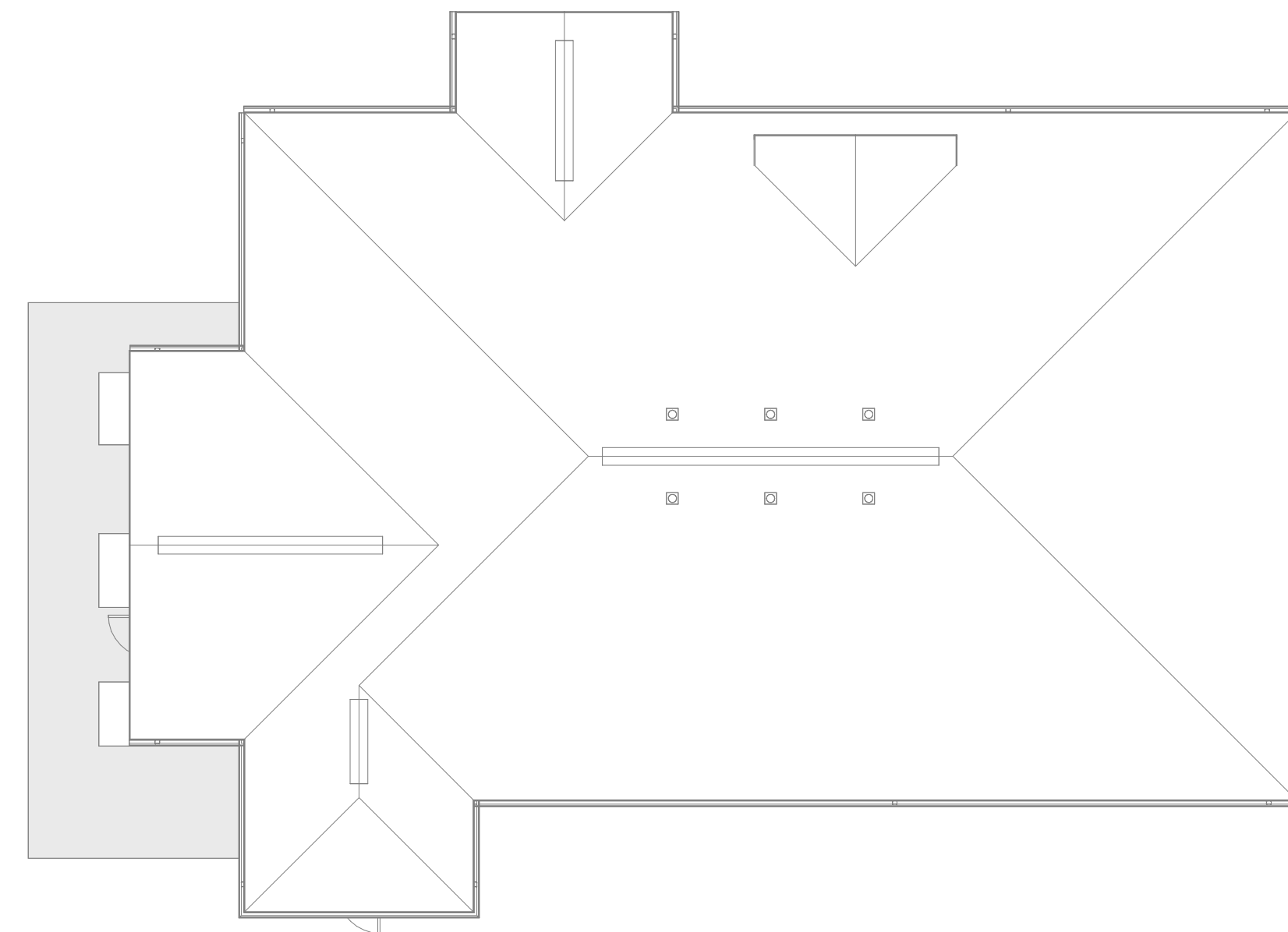
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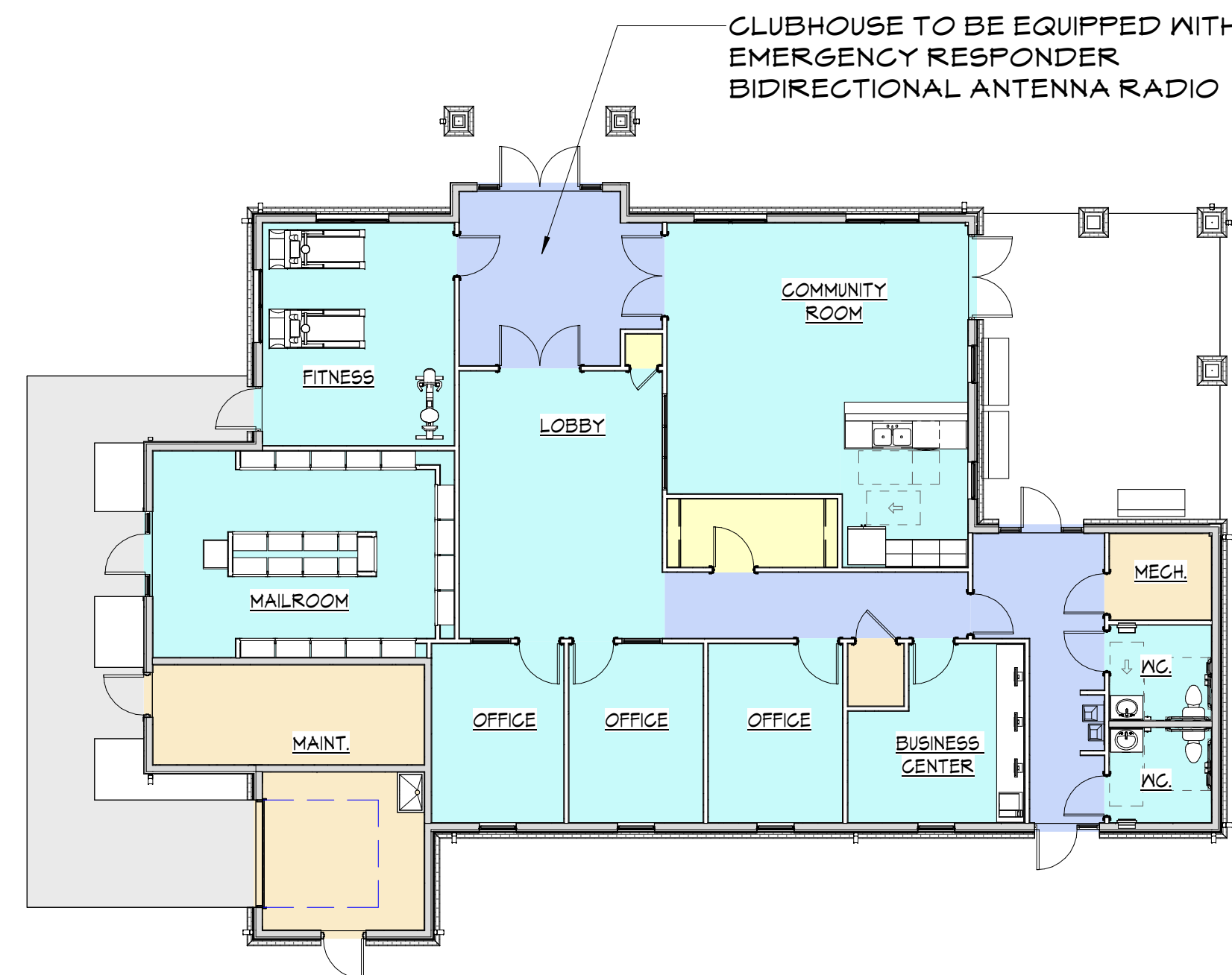
3 CLUBHOUSE - SOUTH ELEVATION
A.115 3/32" = 1'-0"



CLUBHOUSE - ROOF PLAN 3/32" = 1'-0"



4 CLUBHOUSE - EAST ELEVATION
A.115 3/32" = 1'-0"



CLUBHOUSE FIRST FLOOR PLAN 3/32" = 1'-0"

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PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

CLUBHOUSE FLOOR PLAN

A.115

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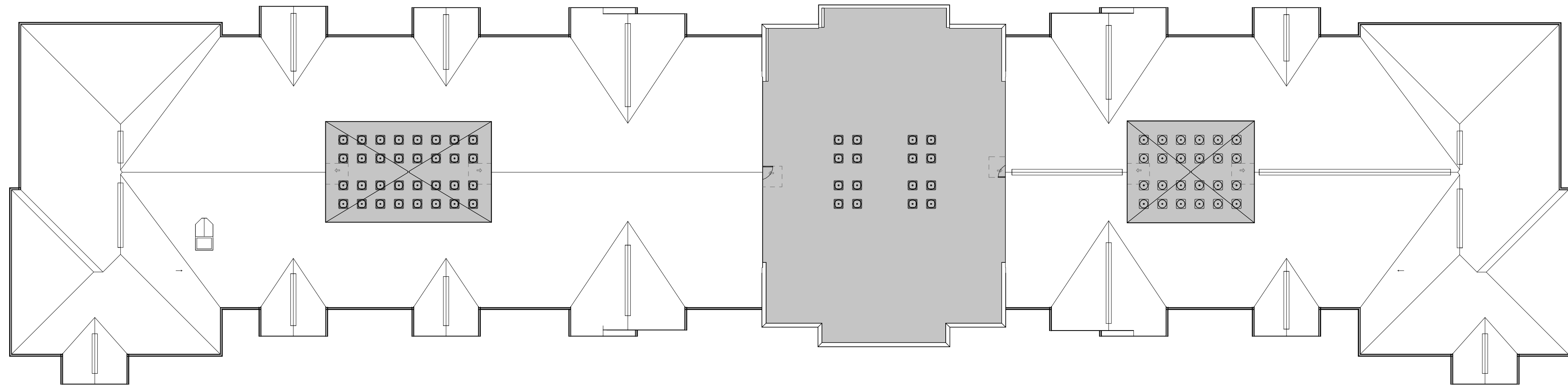
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BUILDING 1 ROOF PLAN

1/16" = 1'-0"

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PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

BUILDING 1 ROOF PLAN

A.128

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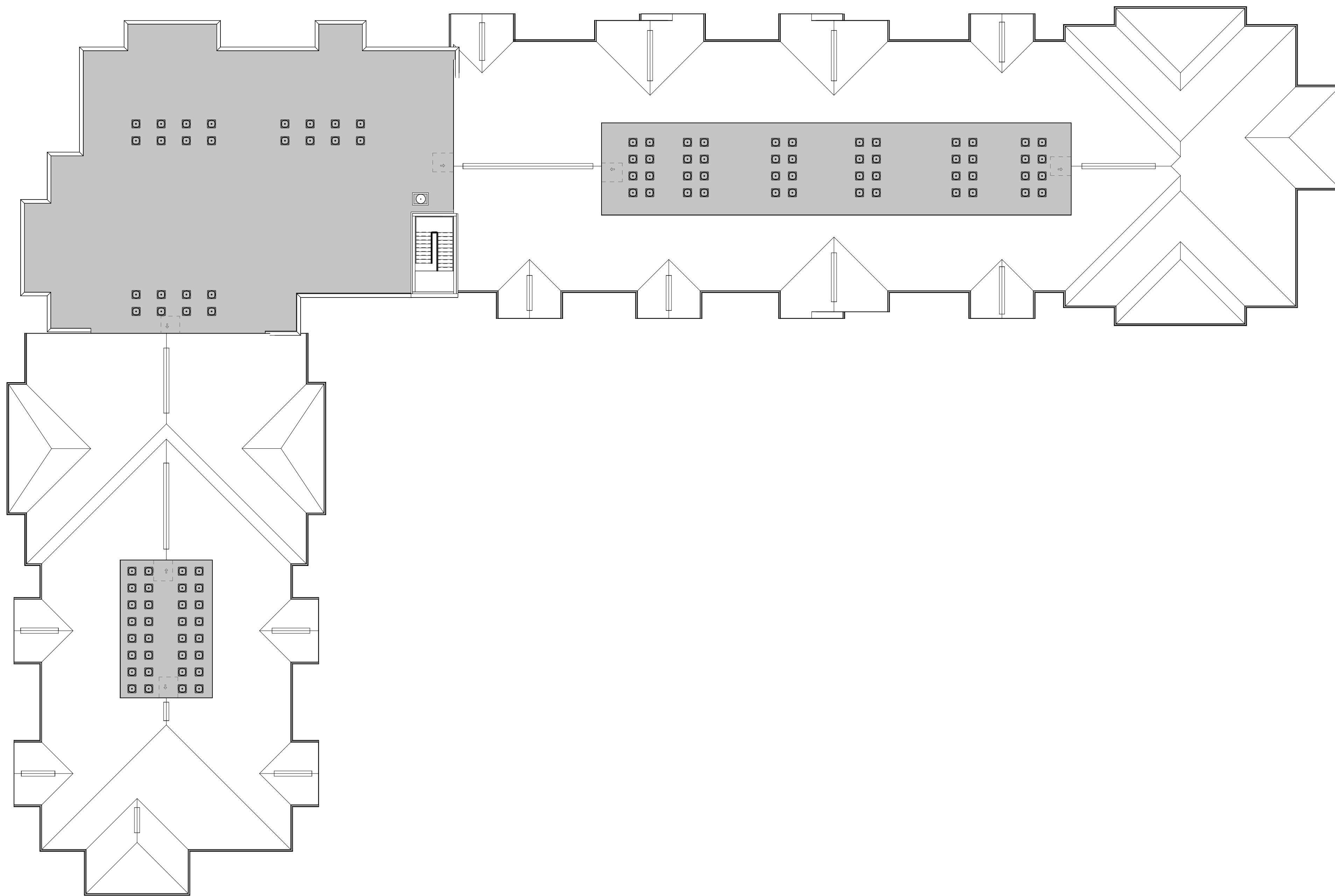
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BUILDING 2 ROOF PLAN

1/16" = 1'-0"

NOT FOR CONSTRUCTION

PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

BUILDING 2 ROOF PLAN

A.129

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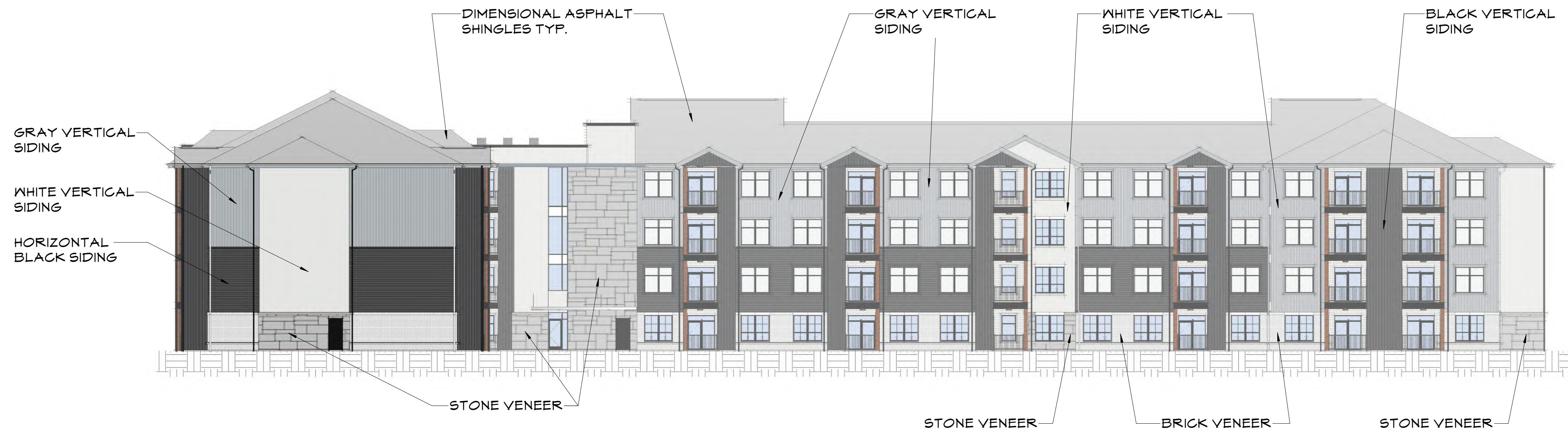
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BUILDING 2 SOUTH EAST ELEVATION

1/16" = 1'-0"



BUILDING 2 NORTH WEST ELEVATION

1/16" = 1'-0"

NOT FOR CONSTRUCTION

PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

BUILDING 2 EXT. ELEVATIONS - RENDERINGS

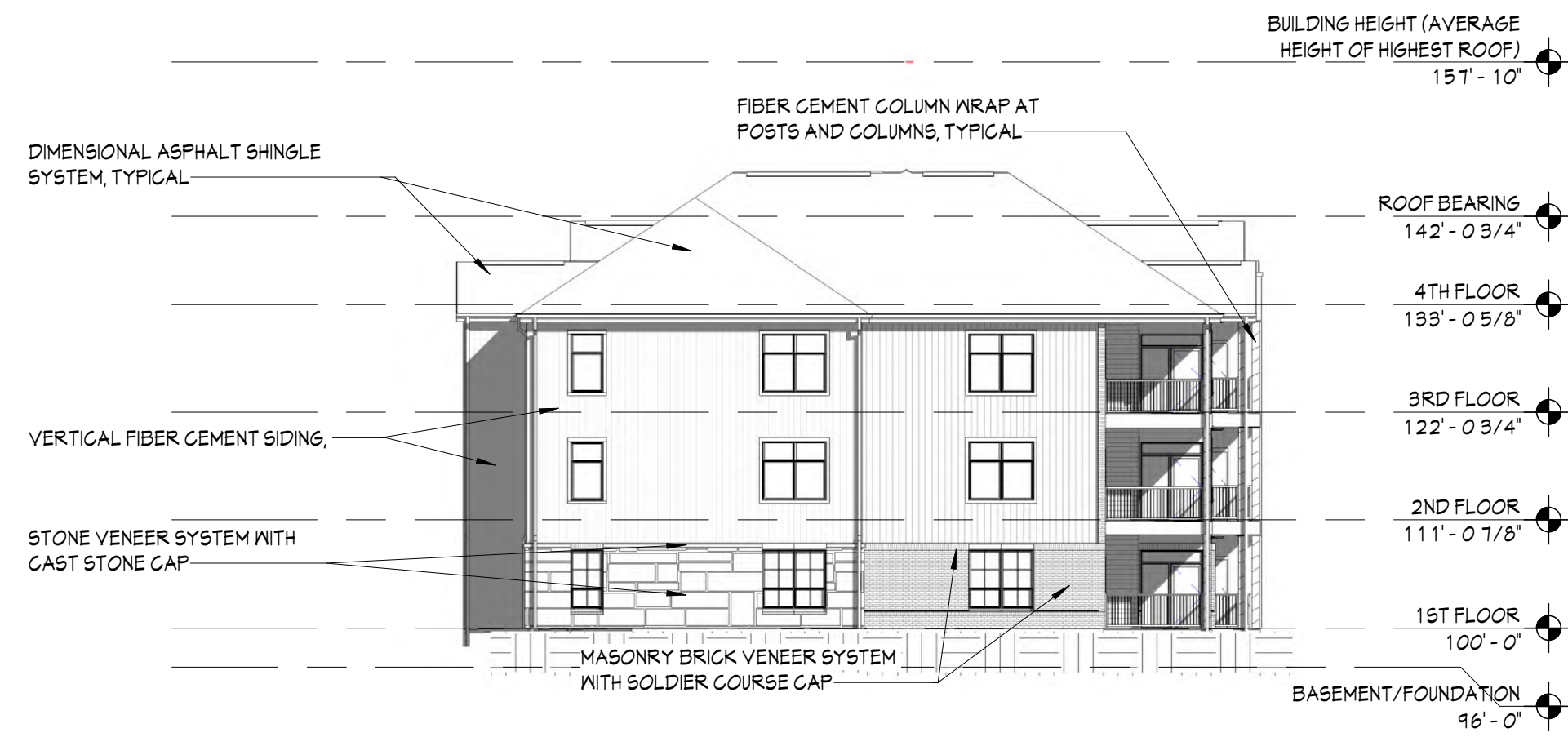
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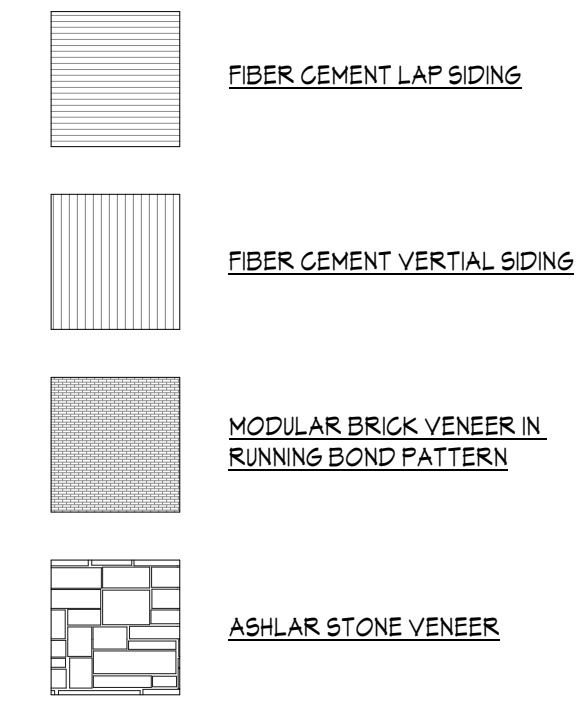


BUILDING 1 WEST ELEVATION 1/16" = 1'-0"



BUILDING 1 EAST ELEVATION 1/16" = 1'-0"

material legend



BUILDING 1 NORTH ELEVATION 1/16" = 1'-0"



BUILDING 1 SOUTH ELEVATION 1/16" = 1'-0"

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1. ALL BIDDERS SHALL VISIT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND REQUIREMENTS OF THE PROJECT AND SHALL NOTIFY THE ARCHITECT OF ANY ERRORS AND OMISSIONS SUBSEQUENTLY DISCOVERED IN THE CONTRACT DOCUMENTS.
 2. THE CONTRACT DOCUMENTS ARE COMPRISED OF THE DRAWINGS AND THE PROJECT MANUAL IN THEIR ENTIRETY. THE INFORMATION IN THESE DOCUMENTS IS DEPENDENT UPON AND COMPLEMENTARY OF EACH OTHER.
 3. SEPARATION OF THE CONTRACT DOCUMENTS SHALL NOT BE PERMITTED. IF THE CONTRACTOR CHOOSES TO SEPARATE THE DOCUMENTS, THEY DO SO AT THEIR OWN RISK AND EXPENSE.
 4. ADDITIONALLY, SEE GENERAL INFORMATION ON "A0" SHEETS.
 5. THE CLIENT ACKNOWLEDGES THE CONSULTANTS (ARCHITECT) DRAWINGS AND SPECIFICATION INCLUDING ALL DOCUMENTS ON ELECTRONIC MEDIA AS INSTRUMENTS OF THE CONSULTANT (ARCHITECT) PROFESSIONAL SERVICE. THE CLIENT SHALL NOT REUSE OR MAKE OR PERMIT TO BE MADE ANY MODIFICATION TO THE DRAWINGS AND SPECIFICATIONS WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF THE CONSULTANT (ARCHITECT). THE CLIENT AGREES TO WAIVE ANY CLAIM AGAINST THE CONSULTANT (ARCHITECT) ARISING FROM ANY UNAUTHORIZED TRANSFER, REUSE OR MODIFICATION OF THE DRAWINGS AND SPECIFICATIONS.
 6. THE CLIENT CANNOT WARRANT THE ACCURACY OF DATA CONTAINED HEREIN. ANY USE OR REUSE OF ORIGINAL OR ALTERED CAD/DWG DESIGN MATERIALS BY THE USER OR OTHER PARTIES WITHOUT THE REVIEW AND WRITTEN APPROVAL OF THE ARCHITECT SHALL BE AT THE SOLE RISK OF THE USER. FURTHERMORE, USER AGREES TO DEFEND, INDEMNIFY, AND HOLD ARCHITECT HARMLESS FROM ALL CLAIMS, INJURIES, DAMAGES, LOSSES, EXPENSES, AND ATTORNEY'S FEES ARISING OUT OF THE MODIFICATION OR REUSE OF THESE MATERIALS.
 7. THESE DRAWINGS AS PART OF THE CONTRACT DOCUMENTS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO DENOTE EXACT QUANTITIES, LOCATIONS OR CODED REQUIREMENTS. THE DRAWINGS SHALL NOT BE SCALED. EXACT STATE AND LOCAL CODE REQUIREMENTS AND OTHER APPLICABLE CODE REQUIREMENTS SHALL BE VERIFIED BY AND ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ANY INFORMATION WHICH DIRECTLY CONFLICTS WITH ANY OF THESE CODES OR ANY DISCREPANCIES FOUND IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ARCHITECT.

PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

BUILDING 1 EXT. ELEVATIONS - TECHNICAL

A.203

BERARDI+

ARCHITECTURE | INTERIOR DESIGN | ENGINEERING
1398 GOODALE BOULEVARD, COLUMBUS, OHIO 43212
P 614.221.1110 berardipartners.com

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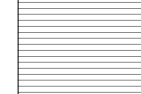


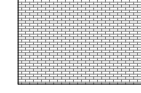
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BUILDING 2 NORTH WEST ELEVATION

1/16" = 1'-0"

material legend

-  FIBER CEMENT LAP SIDING
-  FIBER CEMENT VERTICAL SIDING
-  MODULAR BRICK VENEER IN RUNNING BOND PATTERN
-  ASHLAR STONE VENEER



BUILDING 2 NORTH EAST ELEVATION

1/16" = 1'-0"



BUILDING 2 SOUTH WEST ELEVATION

1/16" = 1'-0"



BUILDING 2 SOUTH EAST ELEVATION

1/16" = 1'-0"

SEYMOUR STATION

1931 SEYMOUR AVE., CINCINNATI, OH 45237

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PRELIM DESIGN

PROJECT DATE: 06-26-24
PROJECT #: 23174

#	Description	Date

BUILDING 2 EXT. ELEVATIONS - TECHNICAL

A.204

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EXHIBIT B

Updated Civil Engineering Drawings

GENERAL NOTES:

THE OHIO DEPARTMENT OF TRANSPORTATION "CONSTRUCTION AND MATERIAL SPECIFICATIONS", CURRENT EDITION, AND THE CURRENT "RULES AND REGULATIONS" OF THE CITY OF CINCINNATI SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN, UNLESS OTHERWISE NOTED.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PER LOCAL, STATE, AND FEDERAL REQUIREMENTS.

WHERE PLANS REFER TO CONTRACTOR, IT MAY MEAN SUBCONTRACTOR AT THE GENERAL CONTRACTOR'S DISCRETION.

ALL WORK IN THE EAST SEYMOUR AVE., RIGHT OF WAY, INCLUDING UTILITY CUTS/TAPS WILL NEED A PERMIT FROM THE CITY OF CINCINNATI.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS TOGETHER WITH EXERCISING PRECAUTIONS AT ALL TIMES FOR THE PROTECTION OF PERSONS AND PROPERTY. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR AND SUB-CONTRACTOR(S) TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THIS WORK.

ITEM 201: CLEARING AND GRUBBING: THIS WORK CONSISTS OF CLEARING, GRUBBING, SCALPING, REMOVING TREES AND STUMPS, AND REMOVING ALL VEGETATION AND CONSTRUCTION DEBRIS FROM THE LIMITS SHOWN ON THE PLANS, EXCEPT SUCH OBJECTS THAT ARE TO REMAIN OR ARE TO BE REMOVED ACCORDING TO OTHER ITEMS OF WORK.

USE REMOVED OR EXCAVATED MATERIALS IN THE WORK WHEN THE MATERIAL CONFORMS TO THE SPECIFICATIONS; IF NOT THEN RECYCLE, OR DISPOSE OF THE MATERIAL ACCORDING TO 105.16 AND 105.17.

REMOVE OR SAVE ALL TREES, SHRUBS, AND PLANTS AS DESIGNATED ON THE PLANS. PRESERVE ALL VEGETATION AND OBJECTS NOT DESIGNATED FOR REMOVAL. PAINT CUT OR SCARRED SURFACES OF TREES OR SHRUBS SELECTED FOR RETENTION ACCORDING TO 666.04. IN ORDER TO RETARD AND PREVENT THE SPREAD OF THE EMERALD ASH BORER, LIMIT THE MOVEMENT OF REGULATED ARTICLES ACCORDING TO OHIO ADMINISTRATIVE CODE 901-5-56. OBSERVE REQUIREMENTS FOR HANDLING AND TRANSPORTING OF REGULATED ARTICLES IN QUARANTINED AREAS AS DEFINED BY THE OHIO DEPARTMENT OF AGRICULTURE (HTTP://WWW.AGRI.OHIO.GOV/EAB/).

ALL EROSION AND SEDIMENT CONTROL SHALL BE IN ACCORDANCE WITH THE SWPPP PLAN AND LOCAL AND OHIO EPA REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR ALL INSPECTIONS AND REPORTING AS REQUIRED BY THE OHIO EPA FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION (NPDES) PERMIT. CONTRACTOR SHALL PROVIDE WRITTEN REPORTS TO THE OWNER AND KEEP COPY ON FILE.

THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED THROUGH UTILITY RECORDS BY THE VARIOUS UTILITY OWNERS AND BY FIELD SURVEY, BUT ARE NOT GUARANTEED TO BE ACCURATE OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO CONSTRUCTION, TO DETERMINE THE ACTUAL FIELD LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES IMPACTING HIS WORK. BY LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE OHIO UTILITY PROTECTION, INC. AT OHIO811.ORG, 8-1-1 OR 1-800-362-2764 AT LEAST 48 HOURS BUT NO MORE THAN 10 WORKING DAYS (EXCLUDING WEEKENDS AND LEGAL HOLIDAYS) BEFORE BEGINNING ANY DIGGING.

THE LOCATION, SUPPORT, PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS ITEMS.

THE DESIGN ENGINEER ASSUMES NO RESPONSIBILITY FOR THE MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF OPERATIONS OF THE CONTRACTOR, NOR FOR SAFETY ON THE JOB SITE OR THE CONTRACTOR'S FAILURE TO COMPLETE THE WORK AS SPECIFIED ON THIS PLAN.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL SURVEYING AND CONSTRUCTION STAKING REQUIRED FOR SITEWORK IN THIS PACKAGE AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR SHALL RESTRICT ALL CONSTRUCTION ACTIVITIES TO THE PROJECT SITE AND EXISTING RIGHTS-OF-WAY, CONSTRUCTION AND PERMANENT EASEMENTS AND SHALL NOT TRESPASS UPON OTHER PROPERTY WITHOUT WRITTEN CONSENT OF THE PROPERTY OWNER.

ACCESS TO ADJOINING PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.

ANY STORM PIPES DAMAGED DURING CONSTRUCTION SHALL EITHER BE RESTORED TO ITS ORIGINAL CONDITION OR CONNECTED TO THE STORM SEWER SYSTEM AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL DISPOSE OF ALL SURPLUS EXCAVATION AS DIRECTED OR APPROVED BY THE OWNER.

ALL TRENCHES SHALL BE BACKFILLED OR SECURELY PLATED DURING NON-WORKING HOURS.

ALL MANHOLES, FIRE HYDRANTS AND VALVE BOXES SHALL BE ADJUSTED TO FINAL GRADE AT THE CONTRACTOR'S EXPENSE.

GRANULAR BACKFILL SHALL BE REQUIRED IN ALL TRENCHED IN AREAS OF EXISTING PAVEMENT. FILL IN PROPOSED PAVEMENT OR BUILDING PAD AREAS SHALL BE COMPACTED TO THE PROJECT'S GEOTECHNICAL ENGINEER'S RECOMMENDATIONS AND FIELD PERSONNEL APPROVAL.

STORM SEWERS AND STRUCTURES:

ALL PROPOSED STORM SEWERS AND STRUCTURES ARE PRIVATE AND SHALL BE MAINTAINED BY THE OWNER. SUPPLY PIPE OF THE REQUIRED SIZE OR ONE SIZE LARGER. PROPOSED STORM SEWERS "PR. STM" SHALL BE PVC-SDR 35/ HIGH DENSITY POLYETHYLENE (HDPE), PER ODOT 707.33/ OR REINFORCED CONCRETE PIPE, PER ODOT ITEM 706.02, CLASS IV. ALL STORM SHALL BE INSTALLED PER ODOT ITEM 611.10, TYPE A (CULVERTS) AND TYPE B (STORM/SANITARY UNDER PAVEMENT). 611.06 BEDDING, TYPE 1 BEDDING CONSISTS OF STRUCTURAL BACKFILL EXTENDING AT LEAST 6 INCHES (150 MM) BELOW THE BOTTOM OF THE CONDUIT FOR THE FULL WIDTH OF THE TRENCH. COMPACT THE BEDDING ACCORDING TO 611.06.

USE TYPE 1 BEDDING FOR 706.05, OR 706.051 AND 706.052 ON SLAB BOTTOMS, OR CORRUGATED INVERT PLATES.

TYPE 2 BEDDING CONSISTS OF STRUCTURAL BACKFILL EXTENDING AT LEAST 3 INCHES (75 MM) FOR ALL 706 RIGID PIPE CONDUITS AND 6 INCHES (150 MM) FOR ALL OTHER CONDUITS BELOW THE BOTTOM OF THE CONDUIT FOR THE FULL WIDTH OF THE TRENCH. EXTEND THE BEDDING UP AROUND THE PIPE FOR A DEPTH OF NOT LESS THAN 30 PERCENT OF THE RISE OF THE CONDUIT. SHAPE THE BEDDING TO FIT THE CONDUIT WITH RECESSES SHAPED TO RECEIVE THE BELL OF BELL-AND-SPIGOT PIPE. LEAVE THE BEDDING BELOW THE MIDDLE ONE-THIRD OF THE PIPE SPAN UNCOMPACTED. COMPACT THE REMAINING BEDDING ACCORDING TO 611.06.

USE TYPE 2 BEDDING FOR TYPES A, B, C, AND D CONDUITS EXCEPT FOR LONG SPAN STRUCTURES AND FOR CONDUITS THAT REQUIRE TYPE 3 BEDDING.

COMPACTED FILLS SHALL BE MADE TO A MINIMUM OF THREE FEET ABOVE THE CROWN OF ANY PROPOSED SEWER PRIOR TO TRENCHING FOR PLACEMENT OF SEWER. ALL FILLS SHALL BE INSPECTED AND APPROVED BY THE PROJECT'S GEOTECHNICAL ENGINEER, OR PER GOVERNING AGENCIES APPROVAL.

CATCH BASINS AND/OR MANHOLES OVER 4 FEET SHALL BE FURNISHED WITH STEPS, MEETING ODOT ITEM 706.13, 711.13, 711.30, OR 711.31.

CATCH BASINS LOCATED IN PAVEMENT AREAS SHALL HAVE FINGER DRAINS. (SEE DETAIL SHEET). DISTANCES LISTED ON THE PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

EXCAVATION/FILL:

SITE BUILDING PAD EXCAVATION AND EMBANKMENT SHALL BE PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATION AND APPROVAL.

DEPARTMENT/ UTILITY TABLE:

CITY OF CINCINNATI
BUILDINGS AND INSPECTION AND
PERMIT CENTER
805 CENTRAL AVE.
CINCINNATI, OHIO 45202
TEL: 513-352-3271

METROPOLITAN SEWER DISTRICT OF
GREATER CINCINNATI (MSD-SANITARY)
1600 GEST ST.
CINCINNATI, OHIO 45204
TEL: 513-244-1330

CITY OF CINCINNATI
DEPARTMENT OF TRANSPORTATION
AND ENGINEERING (DOTE)
801 PLUM ST., ROOM 450
CINCINNATI, OHIO 45202
TEL: 513-352-3463 (PERMIT DEPT.)

GREATER CINCINNATI WATER WORKS
4747 SPRING GROVE AVE.
CINCINNATI, OHIO 45232
TEL: 513-591-7837

DUKE ENERGY (ELECTRIC)
EVAN ANTHONY
TEL: 513-317-7469

DUKE ENERGY (GAS)
NATHAN VOLTZ
TEL: 513-431-5839

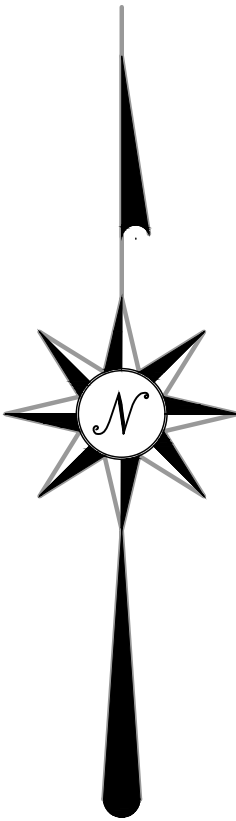
CITY OF CINCINNATI STORMWATER
MANAGEMENT UTILITY (SMU)
4747 SPRING GROVE AVE.
CINCINNATI, OHIO 45232
TEL: 513-591-7837

WATER WORKS WATER MAIN
ABANDONMENT
PHIL YOUNG
TEL: 513-591-6567

PLANS FOR THE CONSTRUCTION OF A NEW RESIDENTIAL COMPLEX KNOWN AS:

E. SEYMOUR APARTMENTS

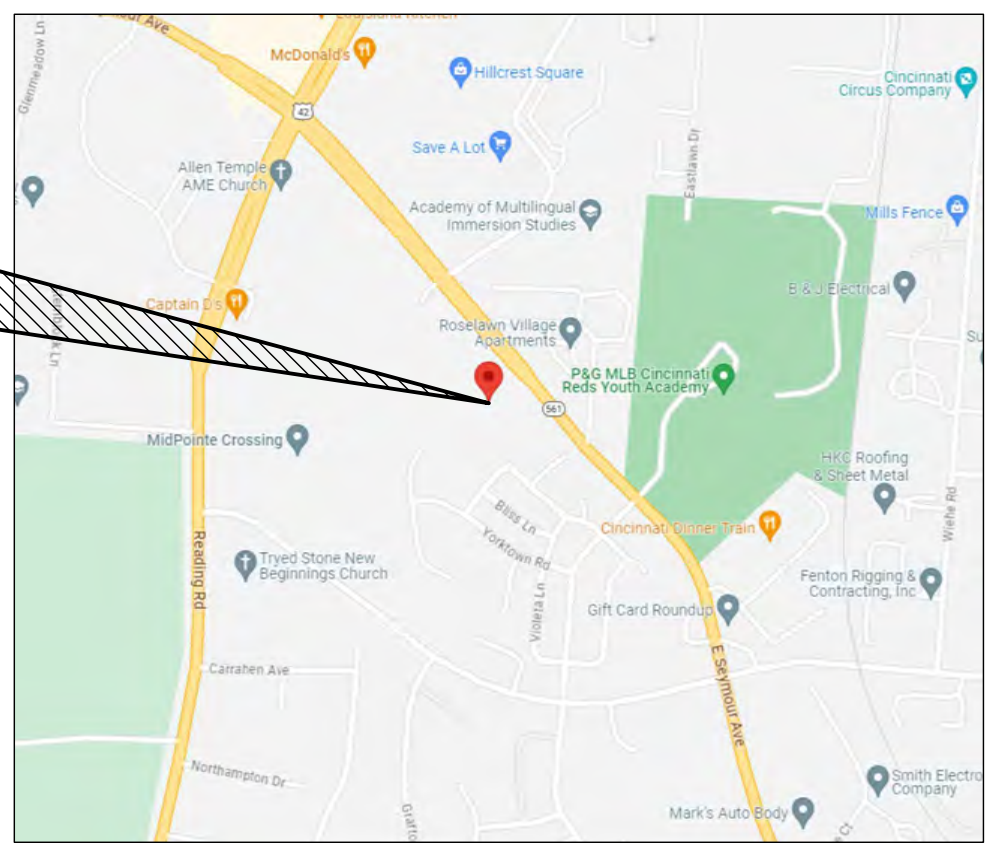
1931, 1953, AND 1975 EAST SEYMOUR AVE., HAMILTON COUNTY, OHIO
DEC., 2023



SITE DATA:

LOT SIZE =	4.3112 ACRES
NUMBER OF UNITS=	150
DENSITY=	35 UNITS/ACRE
IMPERVIOUS AREA =	130,796 SF
PERVIOUS AREA=	57,000 SF
ISR =	70%
OPEN SPACE	30%

PROPOSED SITE



LOCATION MAP

OWNER:

ALLEN TEMPLE TRYED STONE DEVELOPMENT LTD
7700 SHAWNEE RUN RD.
CINCINNATI, OH 45243

CIVIL ENGINEERING:

EVANS ENGINEERING
4240 AIRPORT RD., SUITE 211
CINCINNATI, OH 45226
(513)-321-2168
JONATHAN R. EVANS, P.E.

SURVEYING:

THE KLEINGERS GROUP
6219 CENTRE PARK DR.
WEST CHESTER, OH 45069

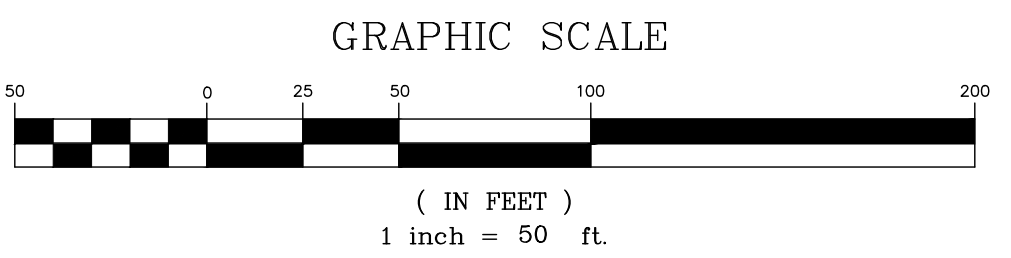
INDEX:

- C-1 TITLE SHEET & GENERAL NOTES
- C-1.1 SITE CONSTRUCTION DETAILS
- C-2 EXISTING CONDITIONS & DEMO PLAN
- C-3 SITE DIMENSION PLAN
- C-3.1 UTILITY SERVICE PLAN
- C-4 GRADING PLAN
- C-5 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
- C-5.1 SWPPP NOTES & DETAILS

STANDARD DRAWINGS:

THE FOLLOWING ODOT AND LOCAL STANDARD DRAWINGS SHALL BE CONSIDERED A PART OF THIS PLAN:

- CB-2-2A, 2-2B, 2-2C (7-16-2021) CATCH BASINS NOs 2-2A, B & C
- CB-2-3, 2-4 (7-16-2021) CATCH BASINS NOs 2-3 & 2-4
- CB-2-5, 2-6 (7-16-2021) CATCH BASINS NOs 2-5 & 2-6
- CB 3 (7-16-2021) CATCH BASIN NO. 3
- CB 3A (7-16-2021) CATCH BASIN NO. 3A
- MH 3 (7-16-2021) MANHOLE NO. 3
- BP-7.1 (7-17-2020) NEW CURB RAMPS
- HW-2.1 (7-20-2018) HALF-HEIGHT HEADWALLS



**PRELIMINARY
NOT FOR CONSTRUCTION**

REVISIONS	NO.	DESCRIPTION
BY		
DATE		

EVANS ENGINEERING
4240 AIRPORT ROAD, SUITE 211
CINCINNATI, OHIO 45226
(513) 321-2168



**TITLE SHEET & GENERAL
NOTES**
E. SEYMOUR APARTMENTS
1931, 1953, AND 1975 EAST SEYMOUR AVE.,
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

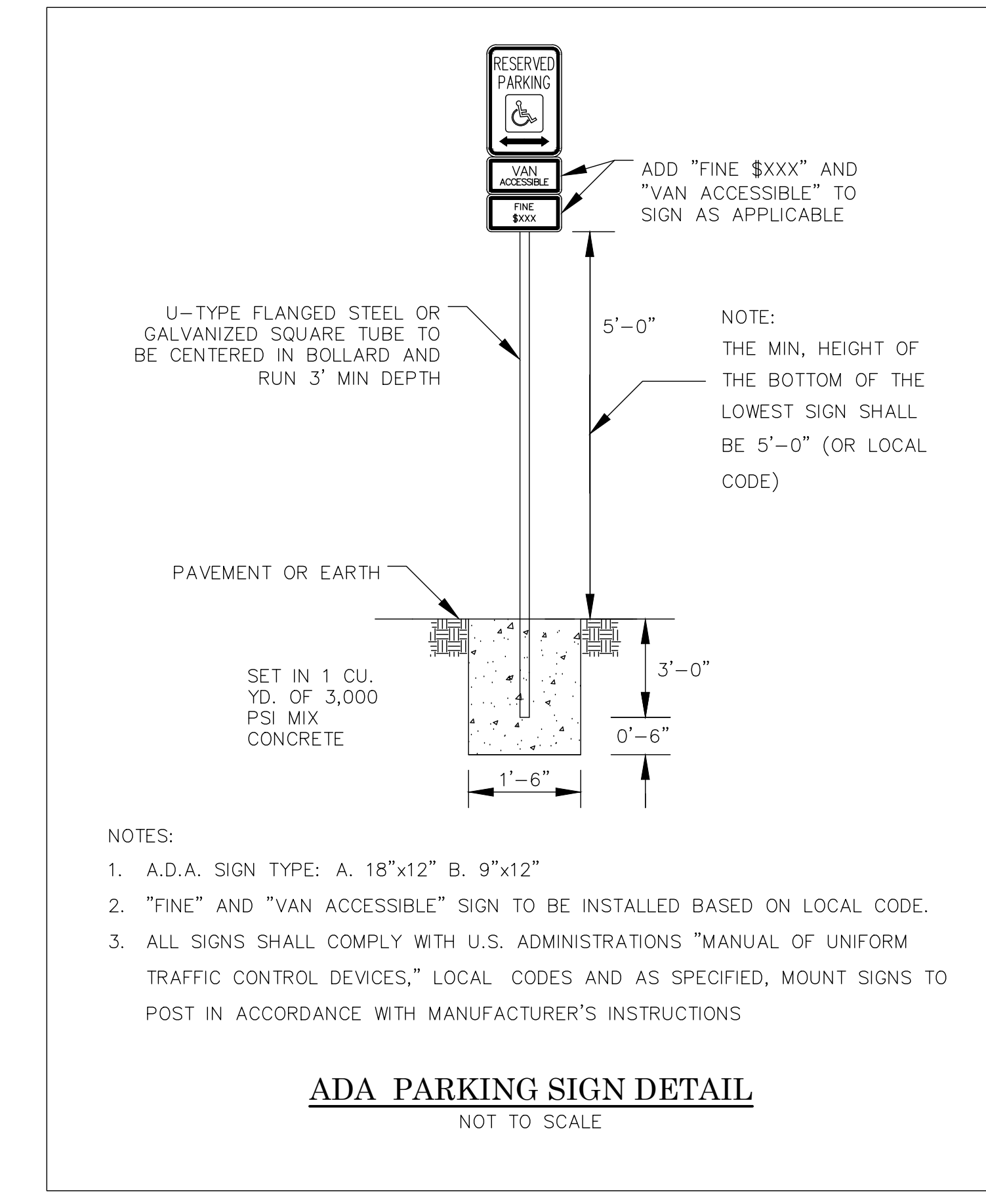
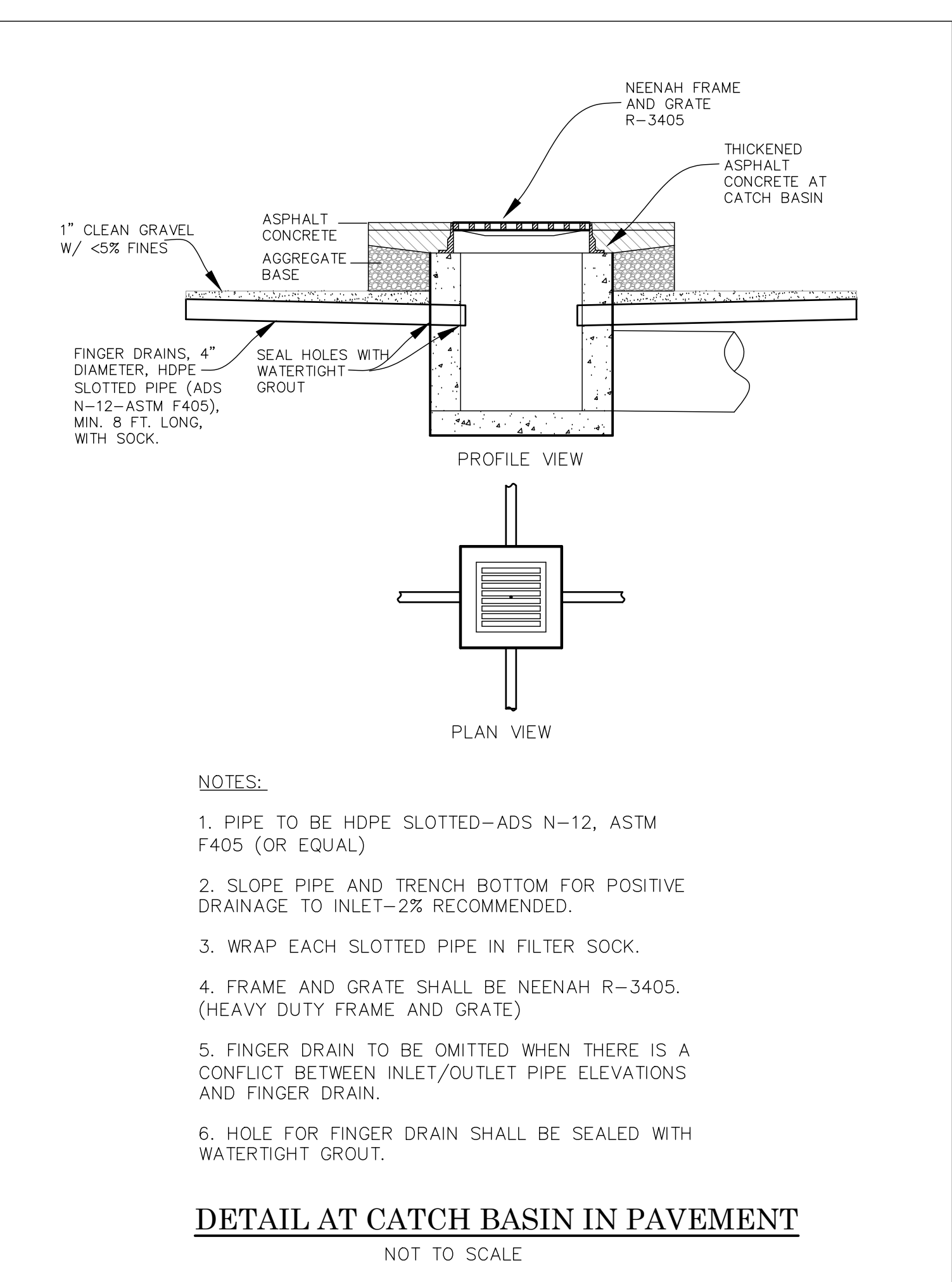
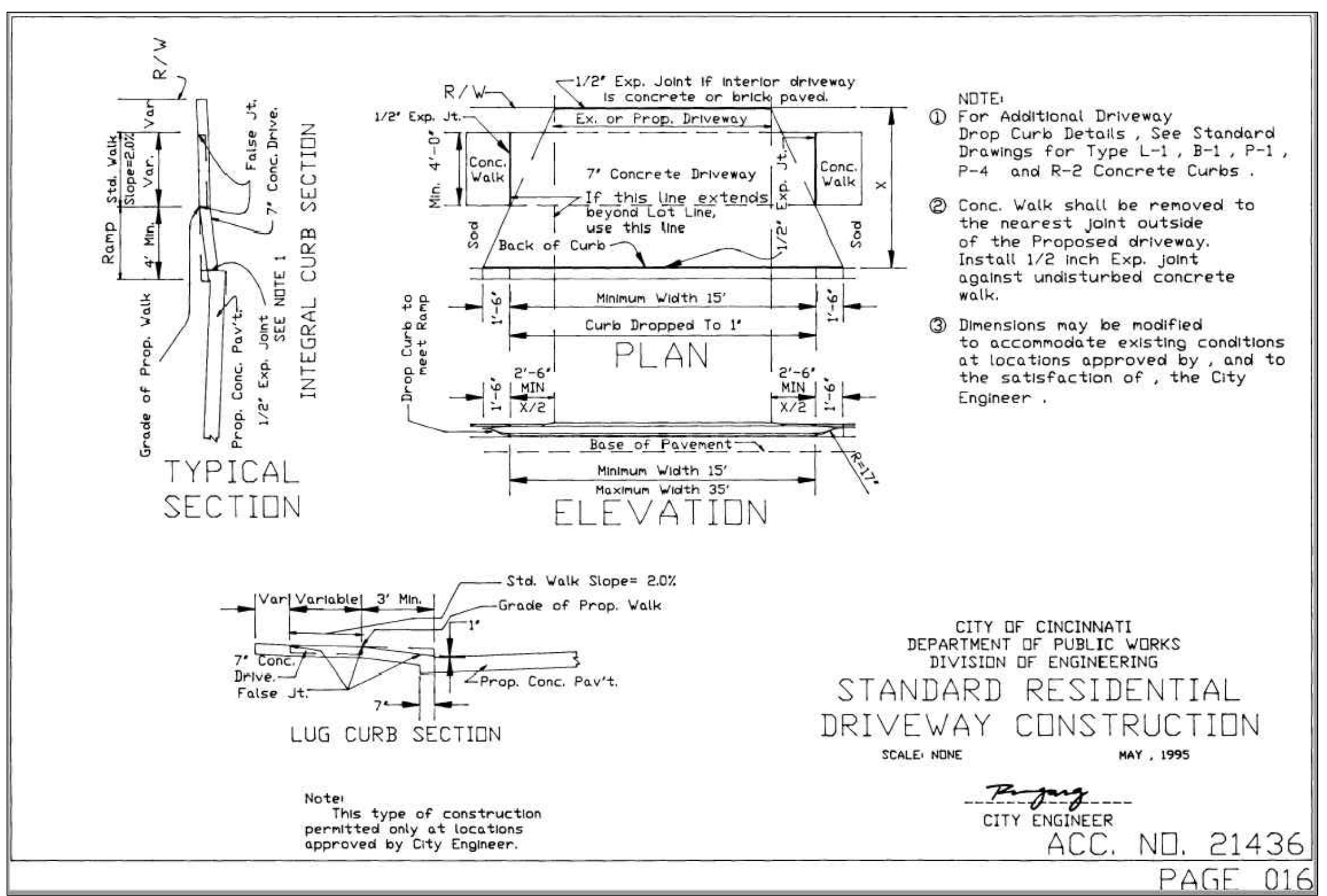
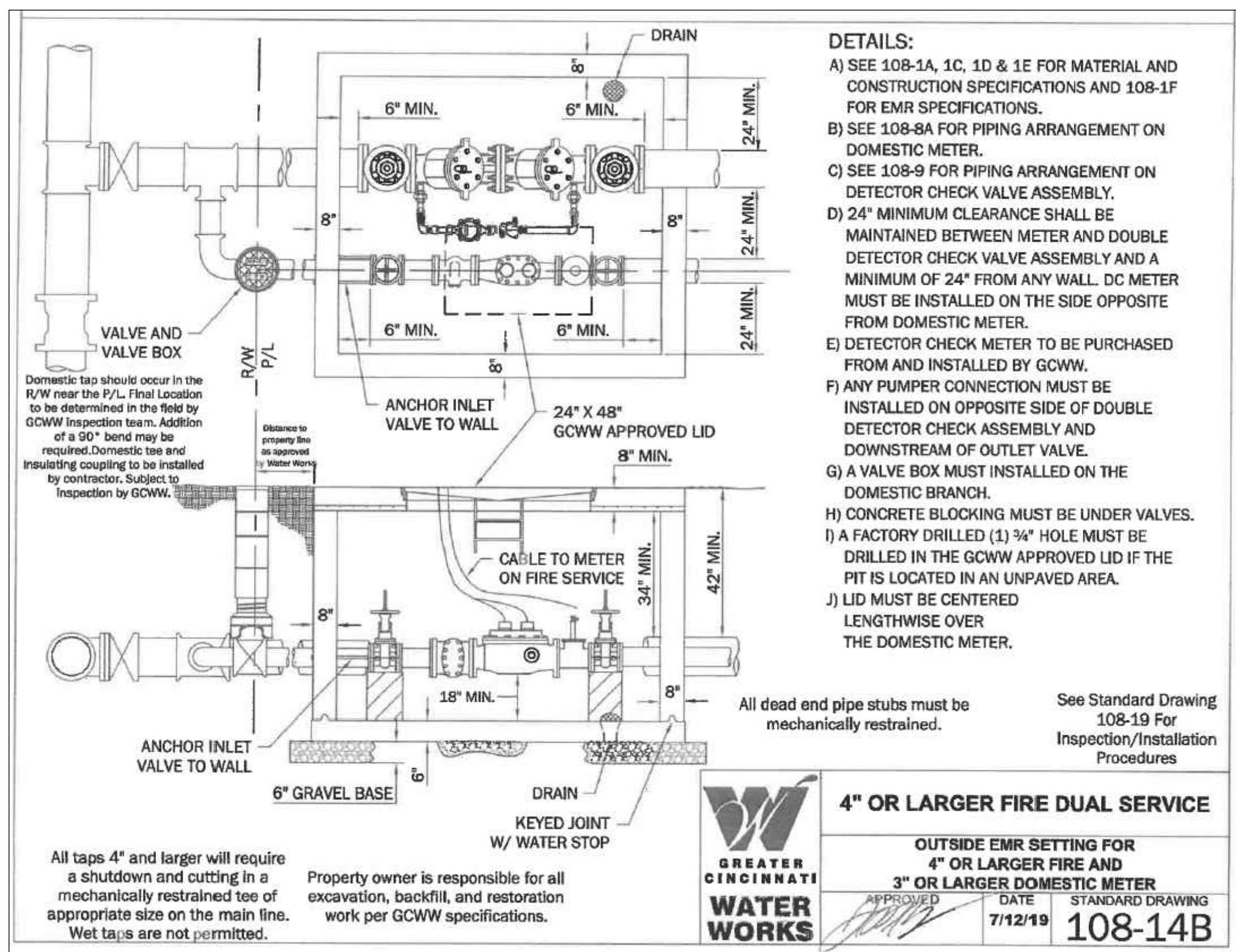
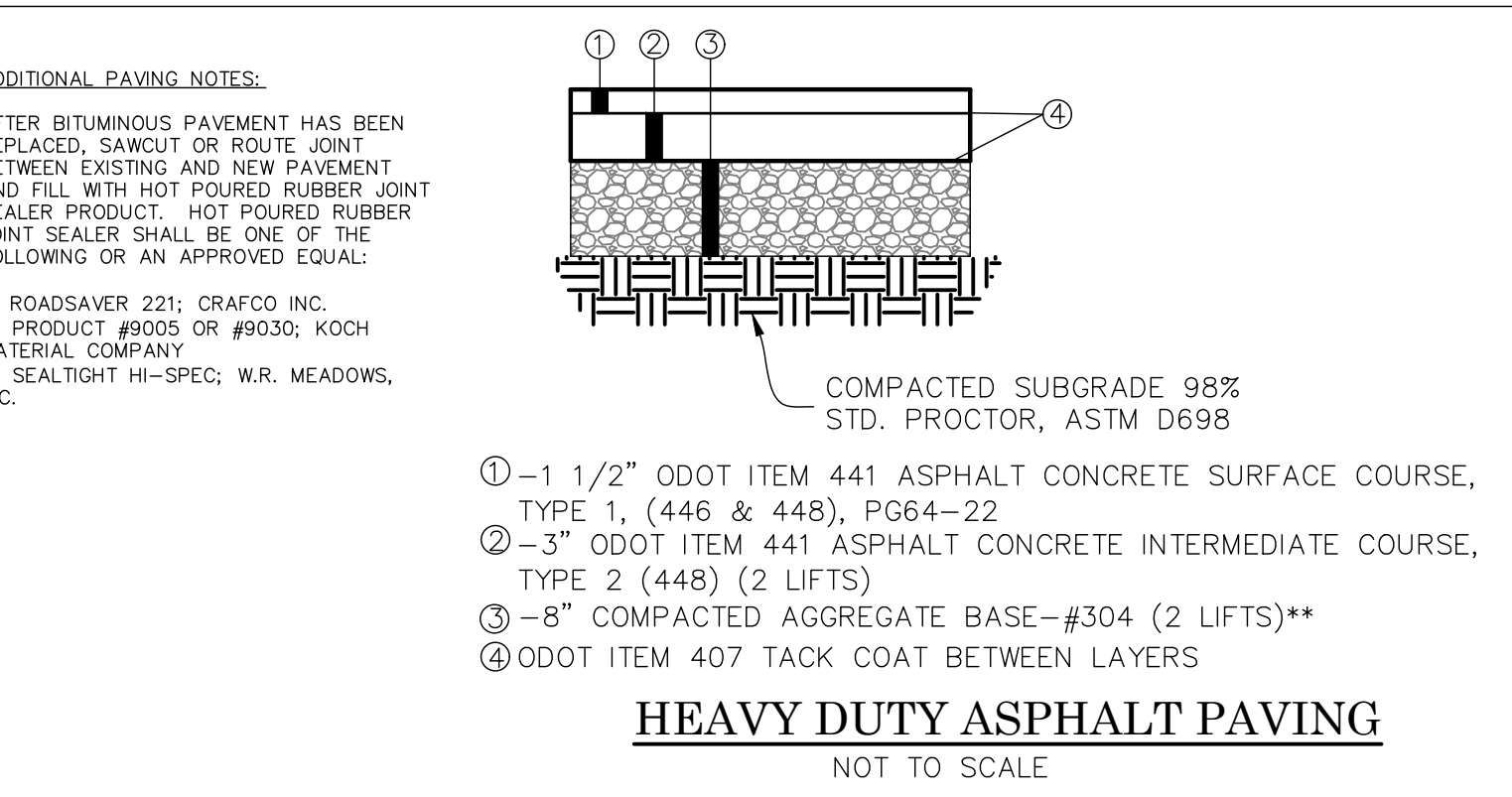
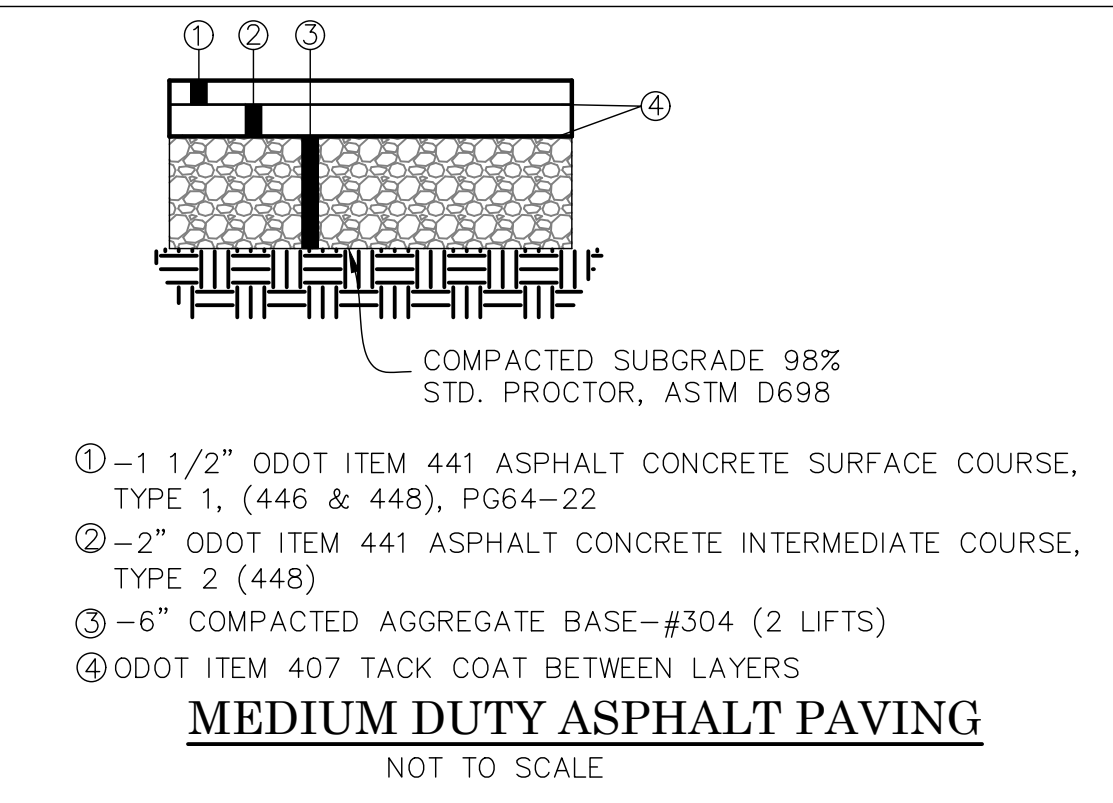
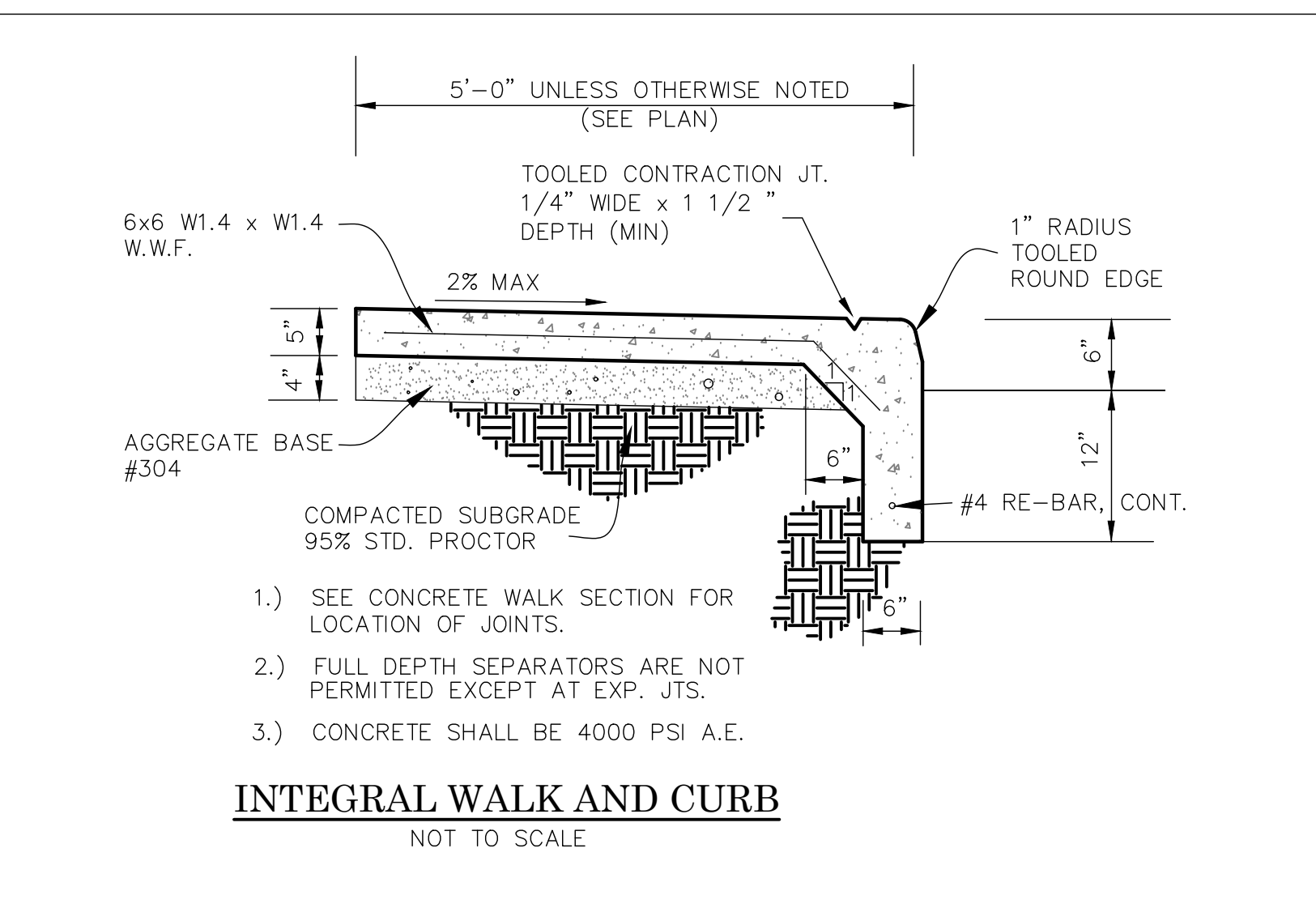
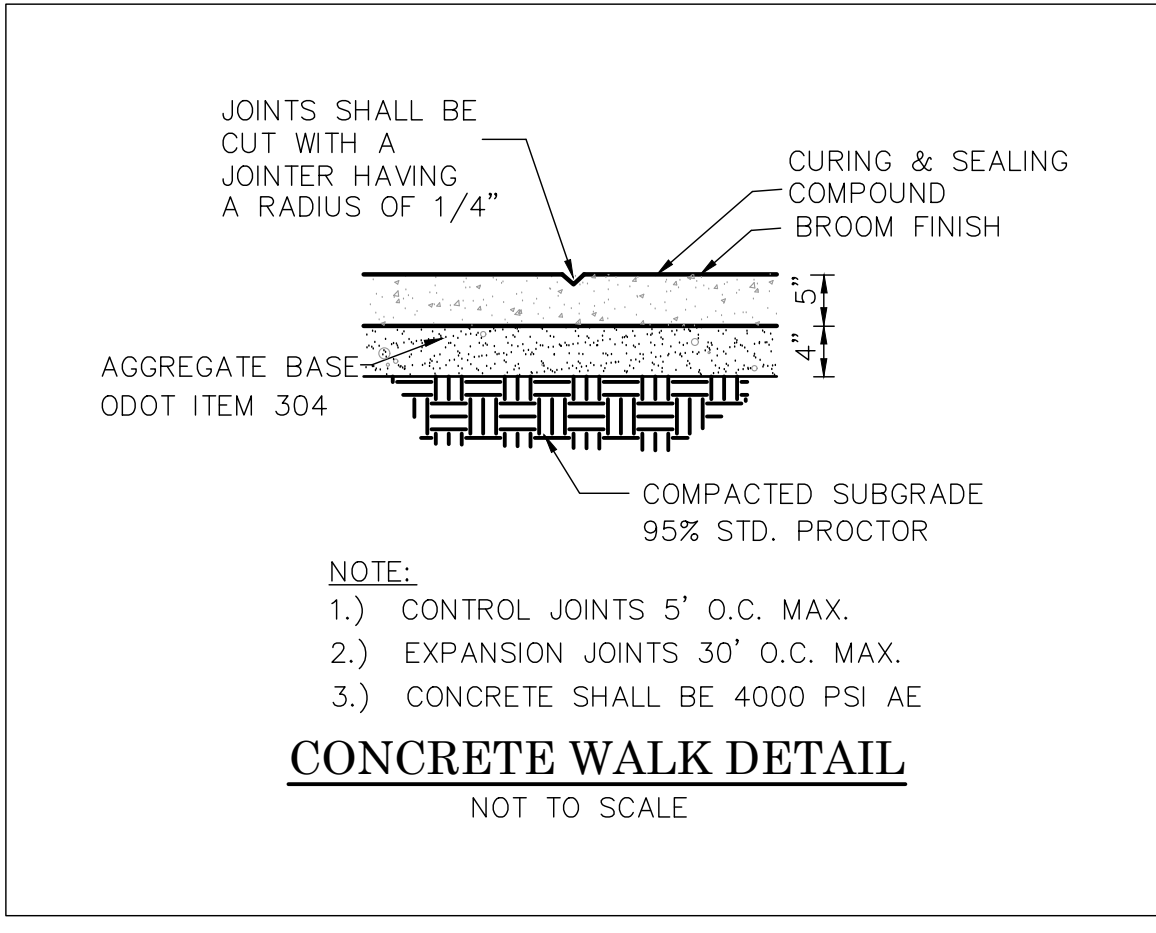
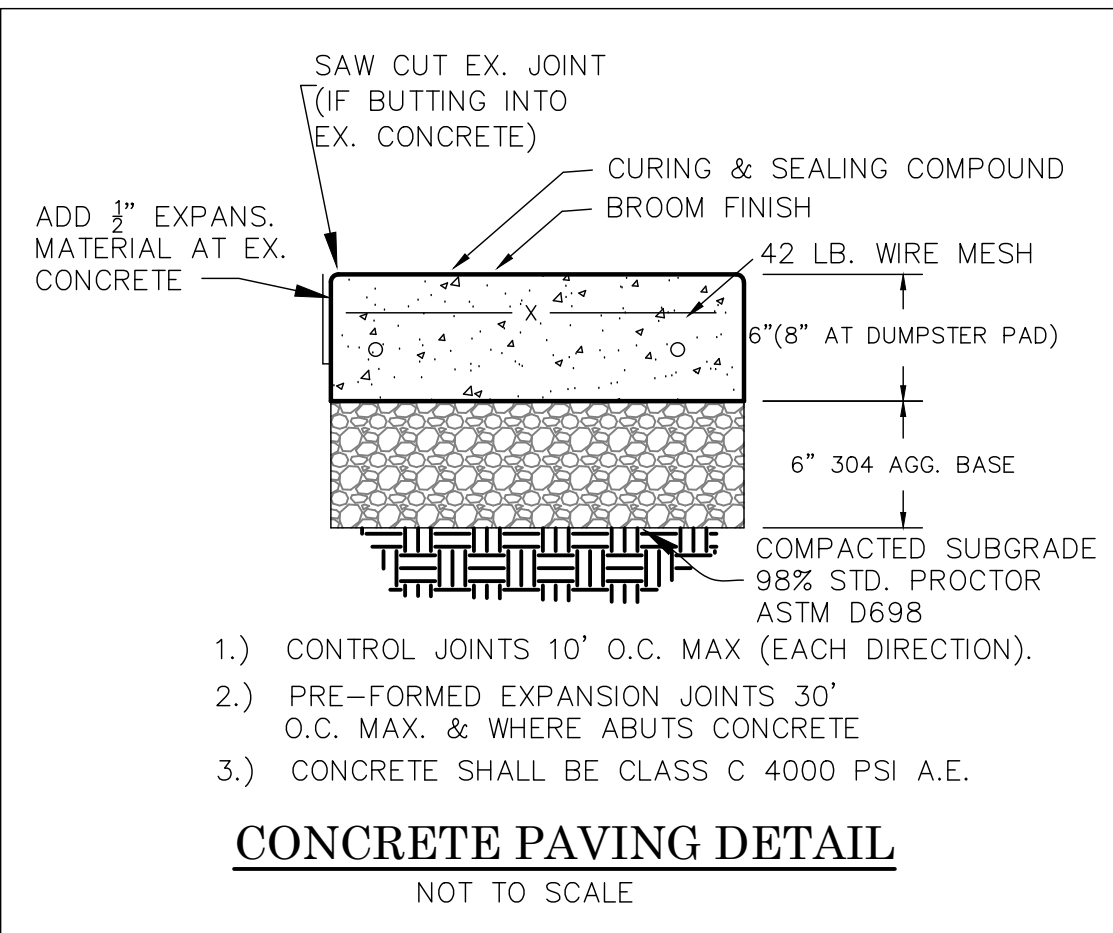
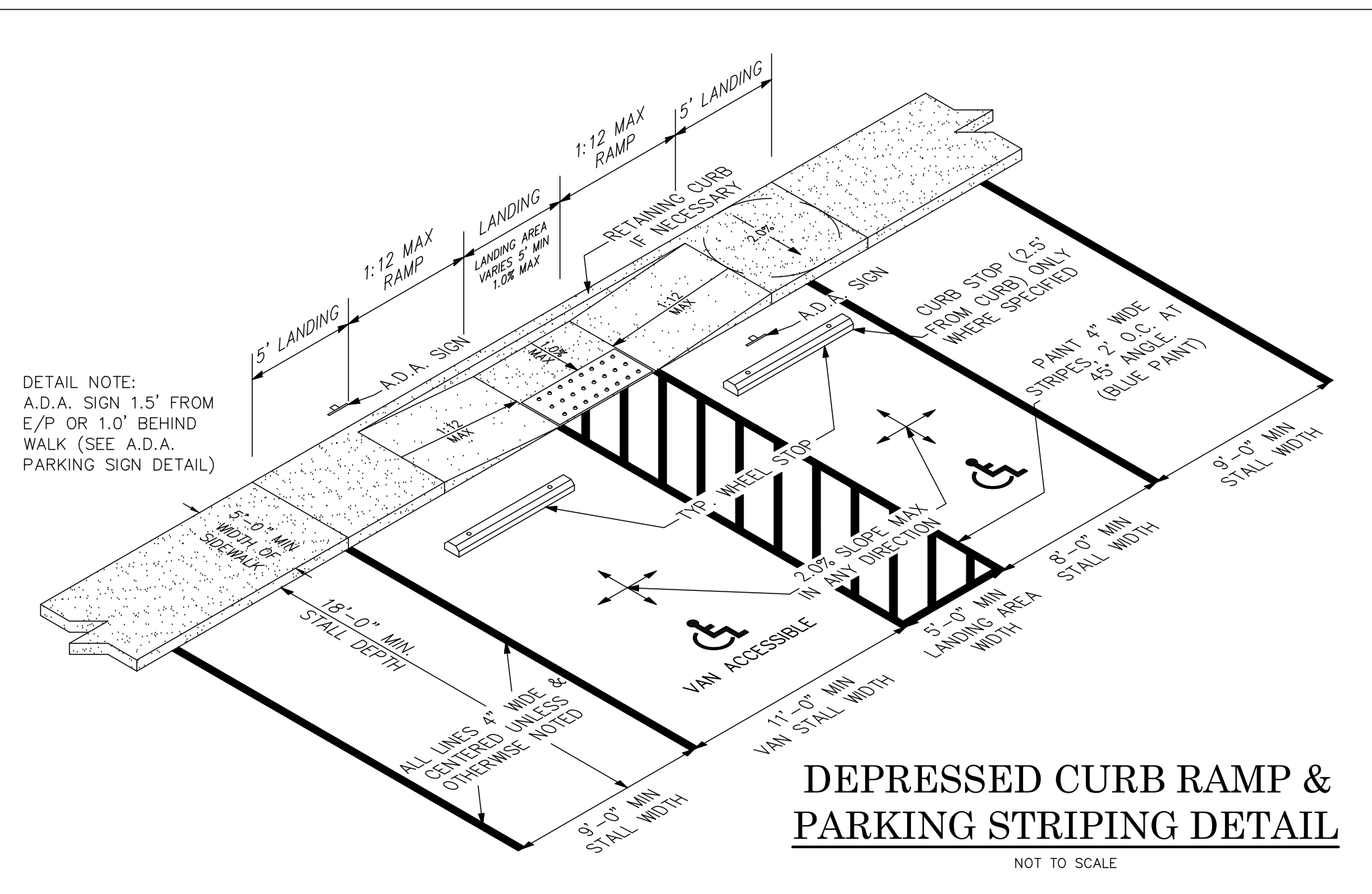
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JOB NO.	23-163
DATE	Jul. 30, 2024

SHEET NO.

C-1





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NO.	DESCRIPTION

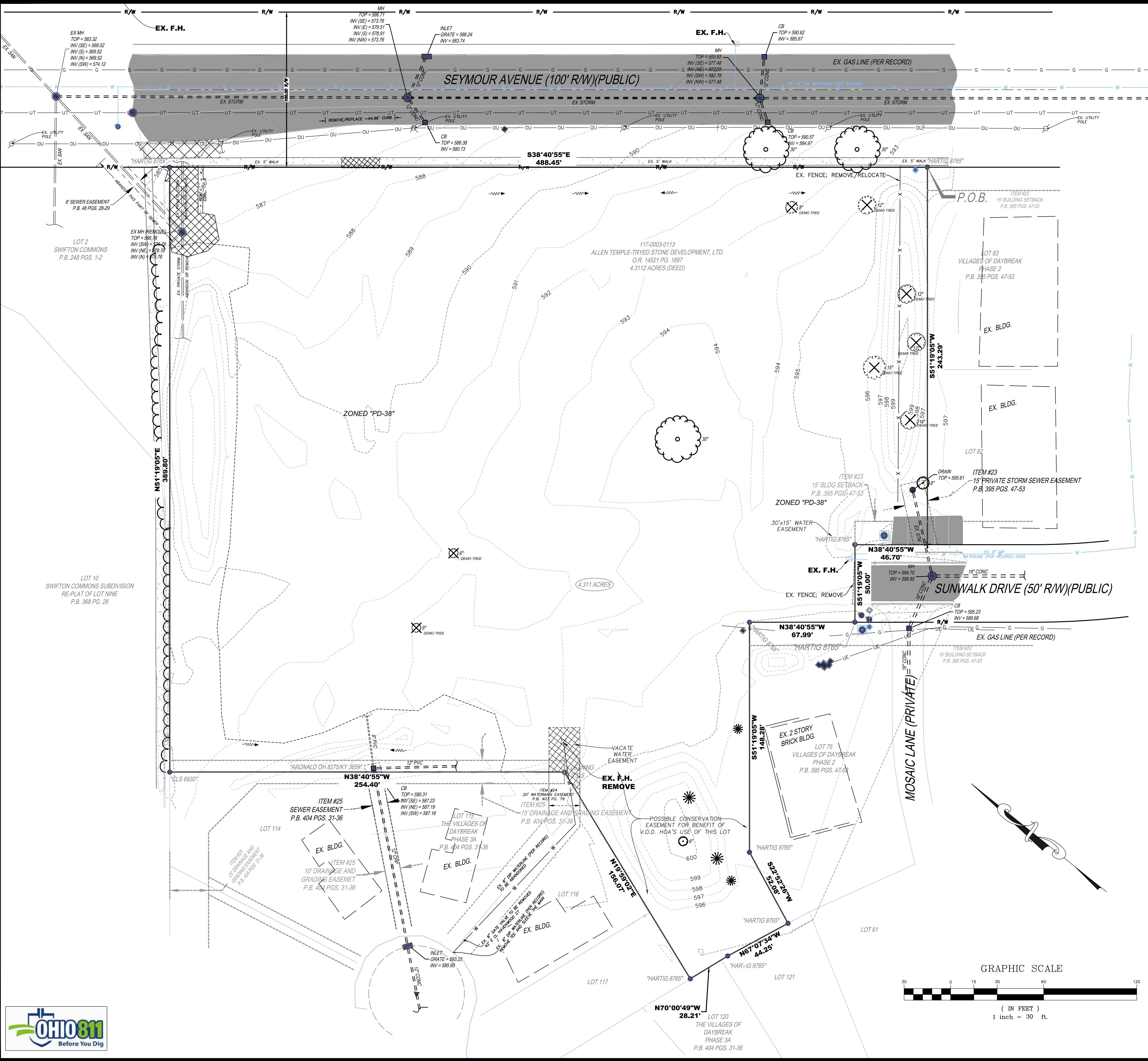
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4240 AIRPORT ROAD, SUITE 211
CINCINNATI, OHIO 45226
(513) 321-2168

SITE CONSTRUCTION DETAILS
E. SEYMOUR APARTMENTS
1931, 1953, AND 1975 EAST SEYMOUR AVE.,
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

SCALE:	HORIZ.	VERT.
	N/A	N/A

SHEET NO.
C-1.1

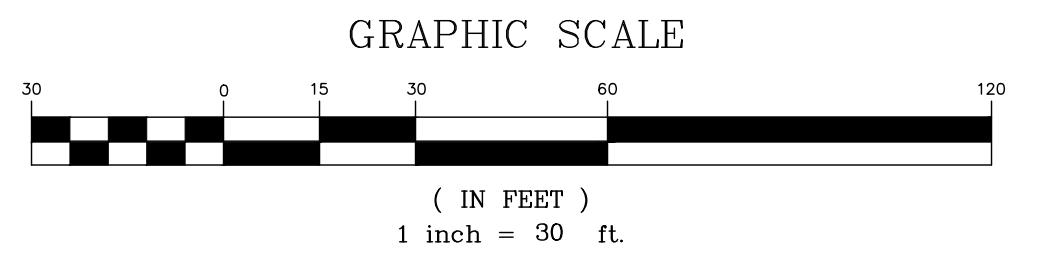
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EXISTING CONDITION NOTES:


- CURRENT ZONING FOR THE PROPERTY IS "PD-38". ANY SPECIFIC QUESTIONS REGARDING ZONING SHALL BE DIRECTED TO THE CITY OF CINCINNATI ZONING DEPARTMENT.
- USE WILL BE COMMERCIAL AND IS UNDERSTOOD TO BE COMPATIBLE WITH CURRENT ZONING.
- PER FLOOD INSURANCE RATE MAP NUMBER 39061C0237E EFFECTIVE 02/17/2010, THE SUBJECT PROPERTY IS A NON-PRINTED MAP, LOCATED IN ZONE "X". ZONE "X" IS AN AREA OF MINIMAL FLOOD HAZARD.
- ALL DEMOLITION SHALL BE PERFORMED BY A LICENSED CONTRACTOR AND BE PERFORMED PER LOCAL REQUIREMENTS. ALL REMEDIATION WORK SHALL BE PROVIDED BY A PROPERLY LICENSED ABATEMENT CONTRACTOR. ALL DEBRIS TO BE DISPOSED OF IN A LAWFUL MANNER AND APPROVED BY OWNER.
- CONTRACTOR SHALL FIELD VERIFY AND MARK LOCATION OF EXISTING UTILITIES. CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEERING FIRM IF ANY UTILITIES OR UNDERGROUND FEATURES ARE ENCOUNTERED WHICH ARE NOT SHOWN ON THESE PLANS OR DIFFER IN LOCATION, HORIZONTAL OR VERTICAL.
- ANY PORTIONS OF WALK, CURB, OR PAVEMENT (OUTSIDE OF SITE CONSTRUCTION LIMITS) DAMAGED DURING DEMOLITION OR CONSTRUCTION SHALL BE REPLACED IN-KIND.
- CONTRACTOR SHALL INSTALL CONSTRUCTION BARRIER FENCE DURING AND AFTER DEMOLITION. ANY OPEN EXCAVATION SHALL BE PROPERLY BARRICADED AS REQUIRED BY LOCAL, STATE OR FEDERAL REGULATIONS.
- CONTRACTOR SHALL REMOVE EXISTING GROUND COVER ONLY AS NECESSARY FOR THE PROJECT PHASE CURRENTLY UNDER CONSTRUCTION.
- EXCAVATION AND DEMOLITION CONTRACTOR SHALL TAKE EXTREME CARE TO PREVENT MUD AND DEBRIS FROM ENTERING EXISTING STORM SEWERS AND WATER COURSES.
- THE CONTRACTOR SHALL KEEP EXISTING PAVEMENT SURROUNDING THE SITE "BROOM CLEAN" AND FREE OF SOIL OR AGGREGATE THAT MIGHT BE BROUGHT OFF-SITE FROM THE PROPERTY.
- THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STREET/PARKING LOT CLEAN BY PREVENTING DEBRIS, MUD, DIRT, ETC. FROM BEING TRACKED ONTO THE STREET/PARKING LOT. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DEBRIS, MUD, ETC. FROM THE STREET IMMEDIATELY WHEN IT OCCURS AND SHALL INSPECT THE STREET AT THE END OF EACH WORKING DAY.

LEGEND-PROP. FEATURES



REVISIONS	NO.	DESCRIPTION
BY		
DATE		

EVANS ENGINEERING
4240 AIRPORT ROAD, SUITE 211
CINCINNATI, OHIO 45226
(513) 321-2168



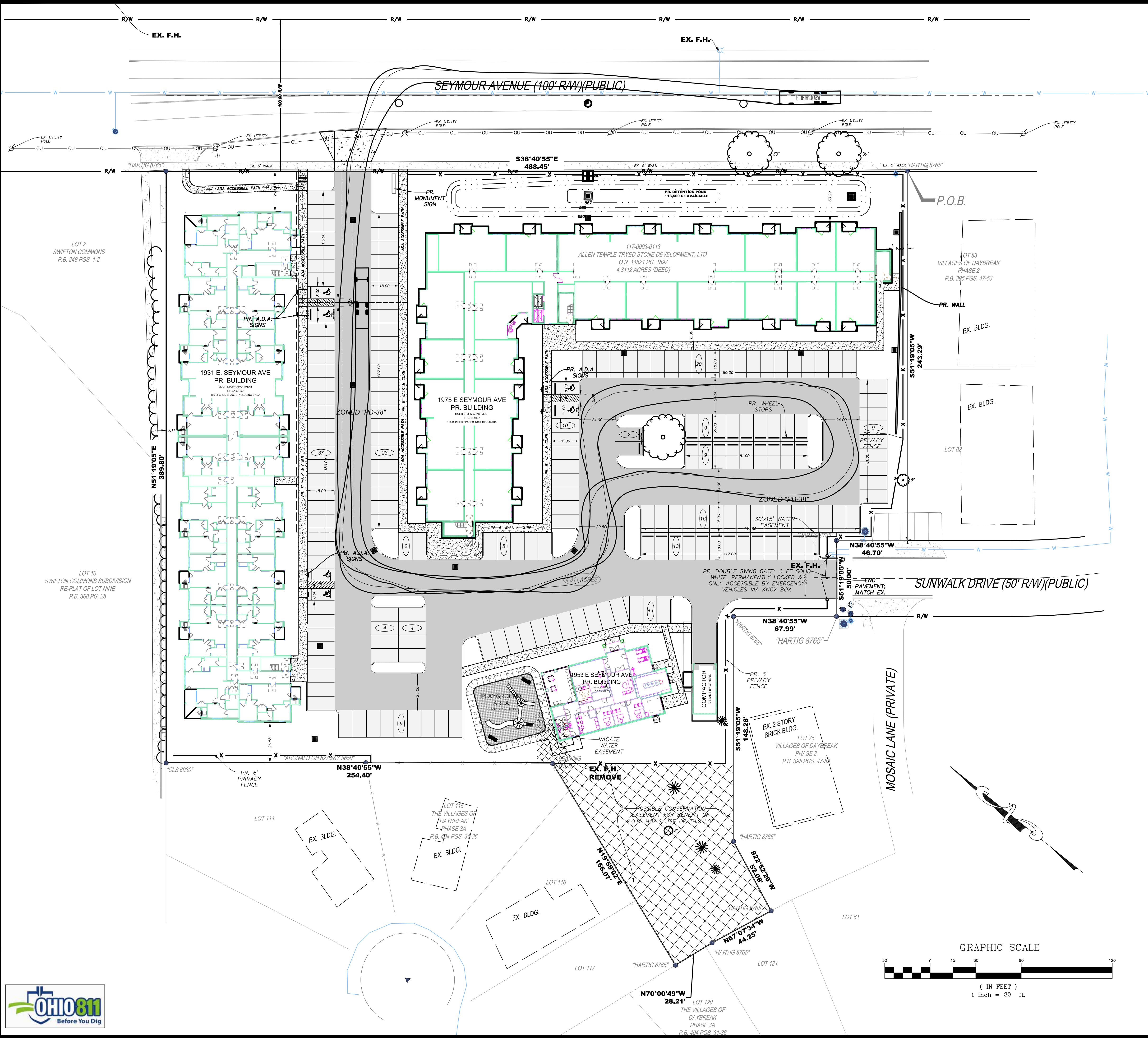
E. SEYMOUR APARTMENTS
EXISTING CONDITIONS & DEMO PLAN
1931, 1953, AND 1975 EAST SEYMOUR AVE.,
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

SCALE:	HORIZ.	VERT.
	1"=30'	N/A
JOB NO.	23-163	
DATE	Jul. 30, 2024	

SHEET NO.
C-2



PRELIMINARY
NOT FOR CONSTRUCTION



LEGEND-PROP. FEATURES

- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- NEW PORTLAND CEMENT CONCRETE PAVEMENT
- NEW PORTLAND CEMENT CONCRETE WALK

SEE LANDSCAPE PLAN, BY OTHERS. ALL AREAS NOT PAVING, OR BUILDING ARE TO BE COVERED WITH GRASS/TURF UNLESS OTHERWISE NOTED.

PARKING TABLE:

PROPOSED PARKING=	190
ADA ACCESSIBLE =	6
TOTAL PARKING	186 SPACES (MIN. 9' X 18')

150 TOTAL UNITS

SITE DATA:

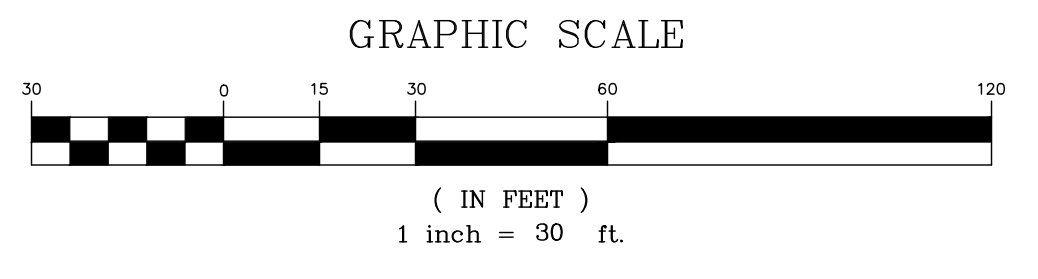
LOT SIZE =	4.3112 ACRES
NUMBER OF UNITS=	150
DENSITY=	35 UNITS/ACRE
IMPERVIOUS AREA =	130,796 SF
PERVIOUS AREA=	57,000 SF
ISR =	70%
OPEN SPACE	30%

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB, CENTERLINE OF STRIPE, PROPERTY LINE OR R/W UNLESS OTHERWISE NOTED.
2. ALL CURB RADI ARE 3' UNLESS OTHERWISE NOTED.
3. ALL CONSTRUCTION STAGING ACTIVITIES MUST BE SELF-CONTAINED WITHIN THE LOT.
4. ALL STORAGE OF CONSTRUCTION MATERIALS, CONSTRUCTION STAGING AREAS AND THE PARKING OF CONSTRUCTION VEHICLES, INCLUDING VEHICLES OF WORKERS, SHALL OCCUR ONLY ON THE SUBJECT PROPERTY.
5. ONLY THE ACCESS POINTS LOCATED UPON THE PROPERTY SHALL BE USED BY ALL LABORERS, SUPPLIERS, CONTRACTORS AND OTHERS CONNECTED WITH SUCH CONSTRUCTION ACTIVITIES.
6. ALL CONCRETE FOR SITE WORK SHALL BE PER ODOT 452, CLASS "C", 4,000 PSI, 5-7% AIR ENTRAINED.
7. PROVIDE A TOOLED JOINT AT THE PERIMETER OF THE CONCRETE DRIVE.



EXAMPLE OF PRIVACY FENCE



REVISIONS

NO.	DESCRIPTION

EVANS ENGINEERING
4240 AIRPORT ROAD, SUITE 211
CINCINNATI, OHIO 45226
(513) 321-2168



E. SEYMOUR APARTMENTS
SITE DIMENSION PLAN
1931, 1953, AND 1975 EAST SEYMOUR AVE.,
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

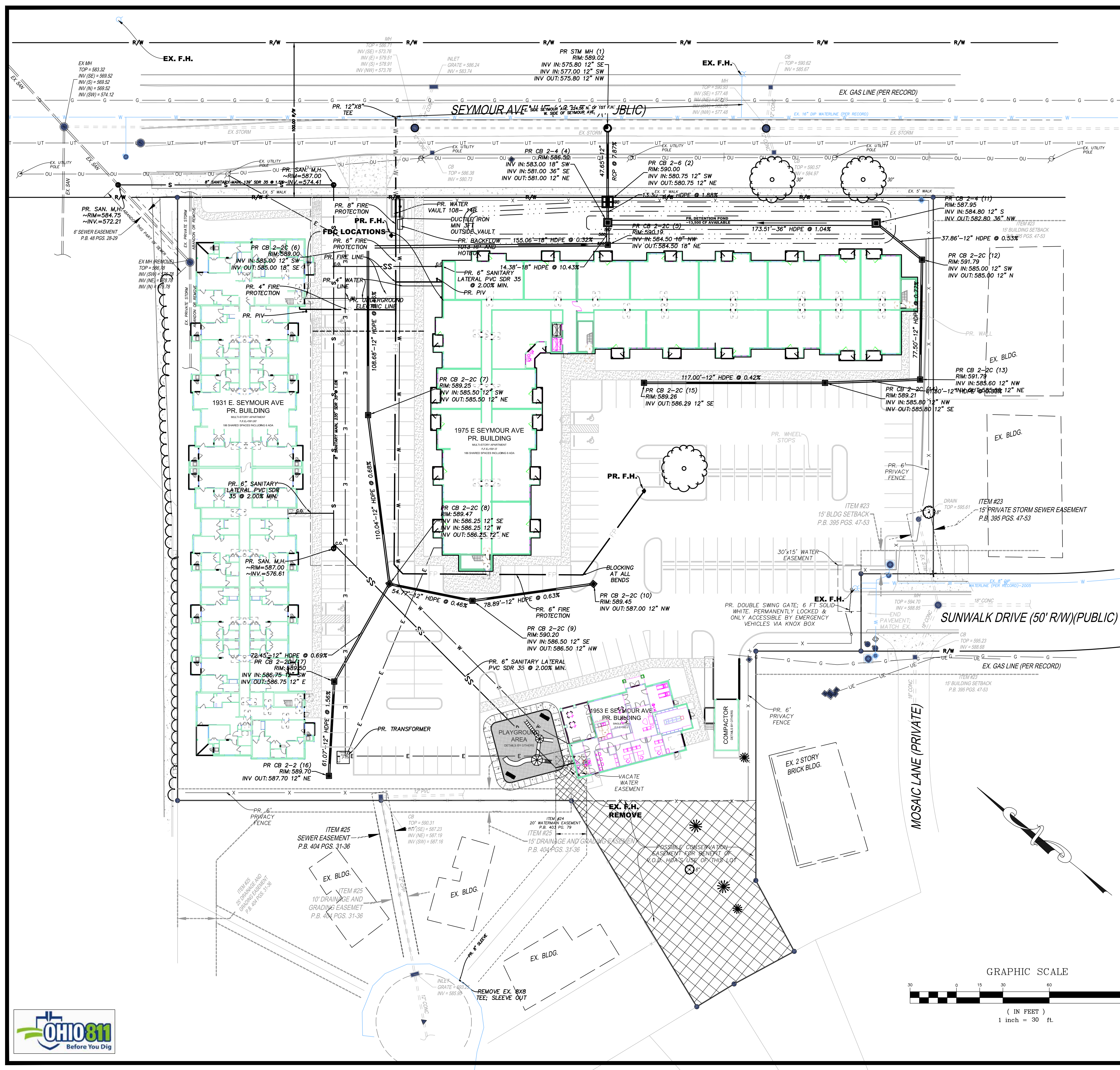
SCALE:	HORIZ.	VERT.
	1"=30'	N/A
JOB NO.	23-163	
DATE	Jul. 30, 2024	

SHEET NO.

C-3



PRELIMINARY
NOT FOR CONSTRUCTION



LEGEND-PROP. FEATURES

- W — PROPOSED DOMESTIC WATER SERVICE (4" METER; 4" LINE)
- F — PROPOSED FIRE LINE
- SS — ALL WATER LINES TO HAVE A MINIMUM OF 48" OF COVER
- S — PROPOSED 6" SANITARY LATERAL PVC SDR 35 @ 2.00% MIN.
- E — PROPOSED STORM SEWER
- G — PROPOSED UNDERGROUND ELECTRIC SERVICE
- G — PROPOSED GAS SERVICE (SIZE TBD BY USE)
INSTALL 4" CONDUIT WITH PULL STRING AND LOCATOR WIRE (IF NEEDED FOR TIMING SEE NOTE 24 BELOW)
- DS — PR. DOWNSPOUT
- RD — PR. 6" SDR 35 ROOF DRAIN @ 1.00% (OR SIZE AND SLOPE AS NOTED)

UTILITY NOTES:

1. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST FOR REPAIRING OR RELOCATING ALL UTILITIES AFFECTED BY CONSTRUCTION. LOCATIONS AS SHOWN ARE BASED UPON UTILITY RECORDS AND A FIELD SURVEY BY THE KLEINGERS GROUP.
2. ALL UTILITY SERVICES SHOULD BE COORDINATED WITH THE LOCAL PROVIDER FOR OPTIMAL PLACEMENT OF SERVICES (SEE COVER SHEET FOR CONTACTS).
3. FURTHERMORE, ALL BUILDING UTILITY CONNECTION POINTS SHALL BE VERIFIED WITH CURRENT ARCHITECTURAL PLANS PRIOR TO STARTING CONSTRUCTION.
4. THE COST OF ALL UTILITY TAPS AND COORDINATION FEES SHALL BE THE RESPONSIBILITY OF THE OWNER.
5. IF LOWEST LEVEL ELEVATION IS BELOW RIM ELEVATION OF UPSTREAM MANHOLE, THEN TAP MUST INCLUDE BACKFLOW PREVENTION OR BE PUMPED TO GRAVITY.
6. SANITARY CLEANOUTS WITHIN PAVEMENT SHALL HAVE NEENAH R-1976 LID AND FRAME.
7. COORDINATE WITH MSD AND GCWW FOR BUILDING SEWER AND WATER TAPS.
8. ROOF DRAINS, FOUNDATION DRAINS, COOLING WATER, SWIMMING POOL WATER OR OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
9. ROOF DRAINS SHALL BE SDR 35 AND TIED DIRECTLY INTO THE UNDERGROUND STORM SEWER SYSTEM.
10. SEE ELECTRICAL PLAN (BY OTHERS) FOR LOCATION OF METER LOCATION.
11. A SIGN PERMIT IS NECESSARY. APPLICANT MUST SUBMIT AND GET APPROVAL BY ZONING DEPARTMENT AND BUILDING DEPARTMENT PRIOR TO CONSTRUCTION.
12. EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS ACCORDING TO AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE PRESENCE AND LOCATION OF THE EXISTING UTILITIES, AS SHOWN OR NOT SHOWN ON THESE PLANS, AND REPAIRING ANY DAMAGE DONE TO THE UTILITIES DURING PROBING OR CONSTRUCTION.
13. ALL CONSTRUCTION SHALL BE INSPECTED BY THE OWNER'S REPRESENTATIVE AND/OR UTILITY OWNER, AS REQUIRED. CONTRACTOR SHALL PROVIDE 48 HOUR NOTICE FOR INSPECTION. ALL TRENCHES, PIPING AND TAPS SHALL BE LEFT EXPOSED AND PROTECTED UNTIL INSPECTED AND APPROVED.
14. SITE CONTRACTOR SHALL CLEAN ALL CONDUITS AND PIPES THAT COLLECT DEBRIS, MUD, CONCRETE, TRASH, ETC. PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.
15. SITE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR PLACEMENT OF ALL NECESSARY CONDUIT PRIOR TO PAVING OPERATIONS.
16. SITE CONTRACTOR TO REFER TO THE ARCHITECTURAL PLAN FOR ADDITIONAL NOTES AND DETAILS, INCLUDING SITE LIGHTING, IRRIGATION, GAS, ELECTRIC, INTERNET AND OTHER CONDUIT TO BE COORDINATED WITH UTILITY INSTALLATION.
17. DOWNSPOUT DRAIN CONNECTION SHALL BE 2.0" MIN. BELOW FINISHED FLOOR ELEVATION. CONTRACTOR TO VERIFY AND COORDINATE WITH ARCHITECTURAL PLAN.
18. CONTRACTOR SHALL COORDINATE ALL UTILITY SERVICE LOCATIONS AND ELEVATIONS WITH ARCHITECTURAL PLAN.
19. THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS.
20. WATER MAINS SHALL BE LAID IN A MINIMUM OF 4'-0" FROM TOP OF FINISHED GRADE TO THE TOP OF WATER MAIN.
21. ALL DOMESTIC WATER PIPE SHALL BE DUCTILE AT LEAST THREE FEET PAST VAULT. C-900 ACCEPTABLE PAST THIS POINT.
22. SANITARY SERVICE SHALL BE 6" PVC SDR-35 @ 2.00% MIN.
23. CONTRACTOR SHALL ENSURE MINIMUM CLEARANCE OF 18" BETWEEN CROSSING UTILITIES, UNLESS OTHERWISE REQUIRED BY GOVERNING MUNICIPALITY UTILITIES REQUIREMENTS
24. GAS SERVICE TO BE INSTALLED BY DUKE ENERGY, FROM MAIN TO METER SETTING. IF CONTRACTOR ELECTS TO PAVE OR COVER AREA BEFORE SERVICE INSTALLED, CONTRACTOR SHALL INSTALL 4" OR 6" PVC WITH PULL STRING SO DUKE CAN PULL LINE THROUGH CONDUIT. COORDINATE WITH DUKE ENERGY BEFORE COMMENCING WORK.
25. THE OWNER/GENERAL CONTRACTOR WILL BE RESPONSIBLE TO RUN THE LINE TO THE WATER MAIN, OBTAIN THE WORK PERMIT FROM CITY OF CINCINNATI AND RESTORE THE PAVEMENT PER CITY REQUIREMENTS.

BRANCH APPLICATION DRAWING VERITY DISCLAIMER

THIS DRAWING PLAT/SHEET HAS BEEN PREPARED BY THE APPLICANT FOR WATER SERVICE. ALL EXISTING UTILITY AND RECORD INFORMATION DEPICTED ON THE DRAWING, INCLUDING BUILDING FOOTPRINT (WHICH MUST SHOW ANY ENCROACHMENTS INTO THE PUBLIC RIGHT OF WAY, INCLUDING; BUT NOT LIMITED TO; BASEMENT AREAS, ROOT CELLARS AND COAL CHUTES), PARCEL AND EASEMENT INFORMATION, ROADWAY AND RIGHT OF WAY LOCATION ARE THE RESULT OF RESEARCH BY THIS APPLICANT. ANY AND ALL DAMAGES OR NEED FOR ADDITIONAL WORK; RESULTING FROM INACCURACY ON THE PART OF THE APPLICANT IS THE APPLICANT'S SOLE FINANCIAL RESPONSIBILITY.

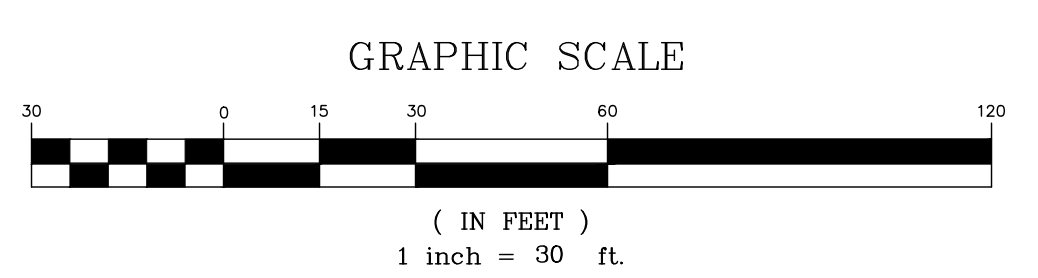
REVISIONS	NO. & DESCRIPTION
BY	
DATE	

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(513) 321-2168

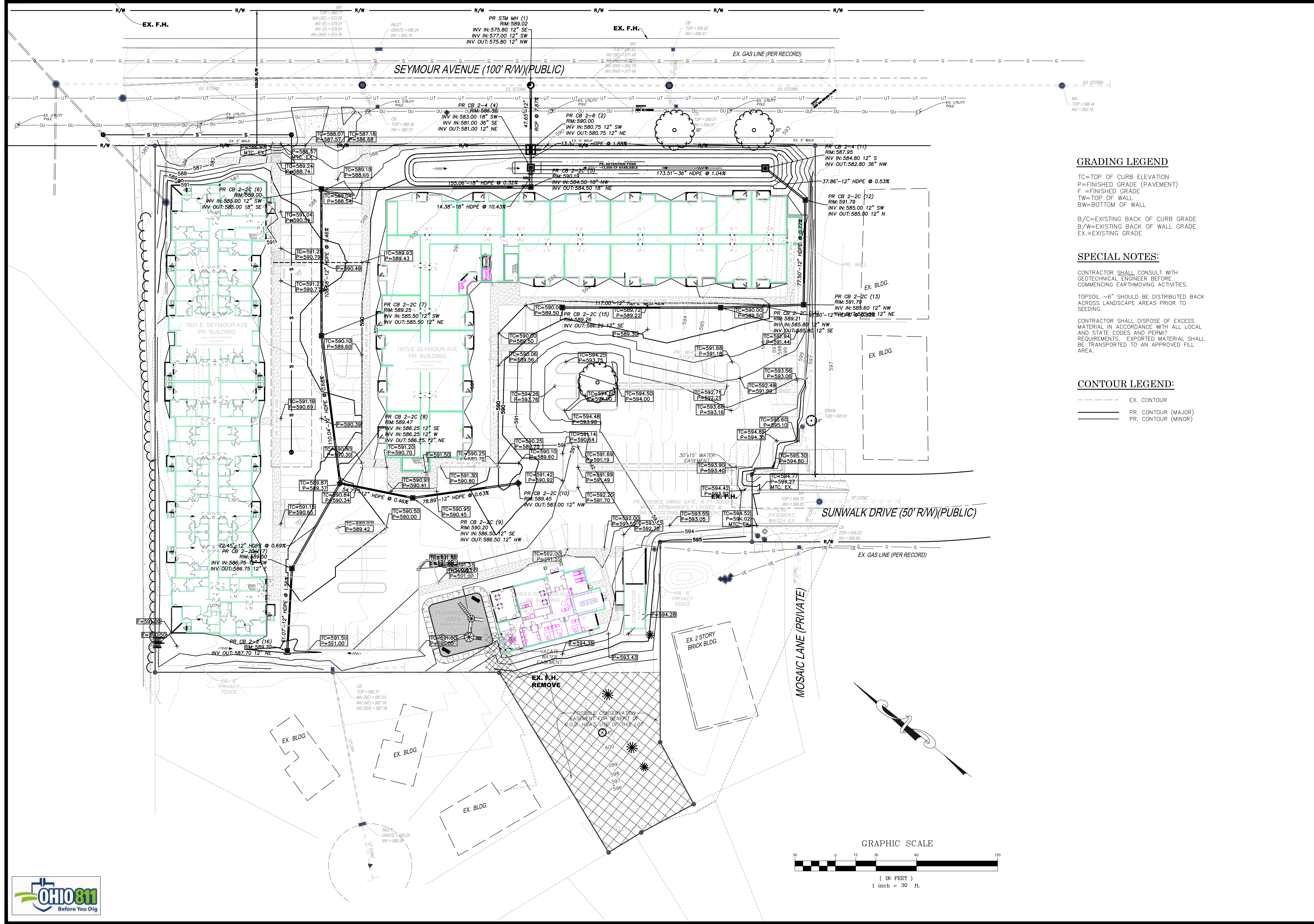
UTILITY SERVICE PLAN
E. SEYMOUR APARTMENTS
1931, 1975, AND 1993 E. SEYMOUR AVE.,
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

SCALE:	HORIZ.	VERT.
	1"=30'	N/A
JOB NO.	23-163	
DATE	Jul. 30, 2024	

SHEET NO.
C-3.1



PRELIMINARY
NOT FOR CONSTRUCTION



GRADING LEGEND

- TC=TOP OF CURB ELEVATION
- P=FINISHED GRADE (PAVEMENT)
- F=FINISHED GRADE
- TW=TOP OF WALL
- BW=BOTTOM OF WALL
- B/C=EXISTING BACK OF CURB GRADE
- B/W=EXISTING BACK OF WALL GRADE
- EX=EXISTING GRADE

SPECIAL NOTES:

CONTRACTOR SHALL CONSULT WITH GEOTECHNICAL ENGINEER BEFORE COMMENCING EARTHMOVING ACTIVITIES.

TOPSOIL ~6" SHOULD BE DISTRIBUTED BACK ACROSS LANDSCAPE AREAS PRIOR TO SEEDING.


CONTRACTOR SHALL DISPOSE OF EXCESS MATERIAL IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND PERMIT REQUIREMENTS. EXPORTED MATERIAL SHALL BE TRANSPORTED TO AN APPROVED FILL AREA.

CONTOUR LEGEND:

- EX. CONTOUR
- PR. CONTOUR (MAJOR)
- - - PR. CONTOUR (MINOR)

REVISIONS	
BY	NO. & DESCRIPTION

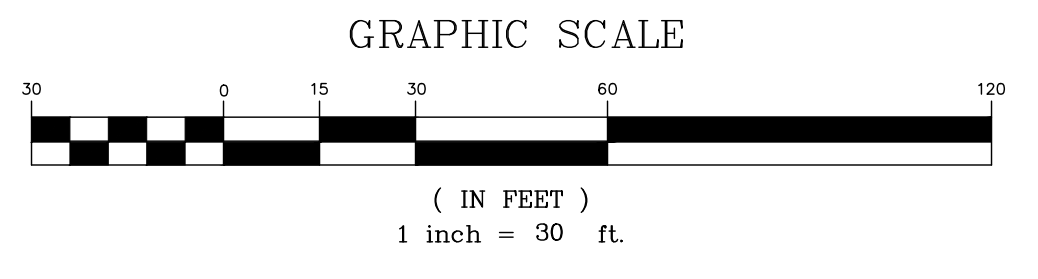
EVANS ENGINEERING
4240 AIRPORT ROAD, SUITE 211
CINCINNATI, OHIO 45226
(513) 321-2168



E. SEYMOUR APARTMENTS
GRADING PLAN
1931, 1953, AND 1975 EAST SEYMOUR AVE.,
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

SCALE:	HORIZ.	VERT.
	1"=30'	N/A
JOB NO.	23-163	
DATE	Jul. 30, 2024	

SHEET NO.
C-4



PRELIMINARY
NOT FOR CONSTRUCTION

EROSION CONTROL LEGEND

- Silt Fence
- Dandy Bag or Approved Equal Inlet Protection Filter
- Construction Entrance
- Concrete Washout

SITE NOTES:

PROJECT CONSISTS OF DEVELOPING NEW RESIDENTIAL BUILDINGS IN THE CITY OF CINCINNATI, OHIO.

TOTAL SITE AREA=4.3 ACRES
DISTURBED AREA=4.1 ACRES

PRE-DEVELOPMENT RUN-OFF COEFFICIENT C=0.3 (CALCULATED)
POST-DEVELOPMENT RUNOFF COEFFICIENT C=0.7 (CALCULATED)

SOIL TYPES ARE: SEE GEOTECHNICAL REPORT FOR DETAILED EVALUATION OF SOIL TYPES. COMMONLY, THE SOILS CONSIST OF HETEROGENEOUS MIXTURE OF CLAY, SILT, SAND AND SOME GRAVEL WITH SCATTERED COBBLES AND BOULDERS.

PRIOR & EXISTING USE: THE CURRENT USE OF THE PROPERTY IS VACANT COMMERCIAL GROUND.

CONSTRUCTION SCHEDULE: SEE SEQUENCE & CONTRACTOR'S SCHEDULE.

RECEIVING STREAM: PUBLIC COMBINED SEWER SYSTEM

REVISIONS

NO.	DESCRIPTION

EVANS ENGINEERING
4240 AIRPORT ROAD, SUITE 211
CINCINNATI, OHIO 45226
(513) 321-2168

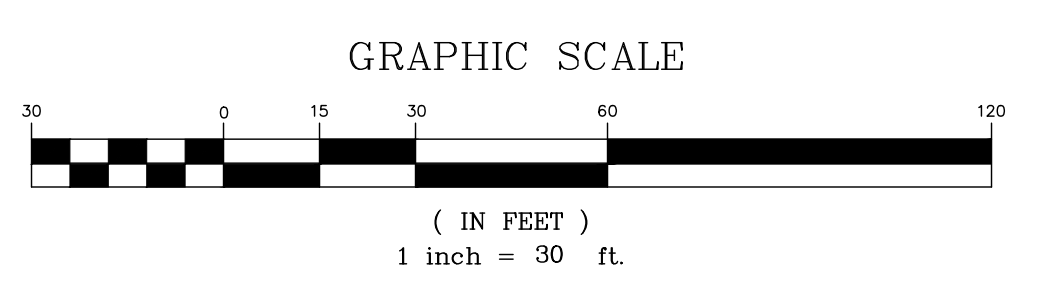
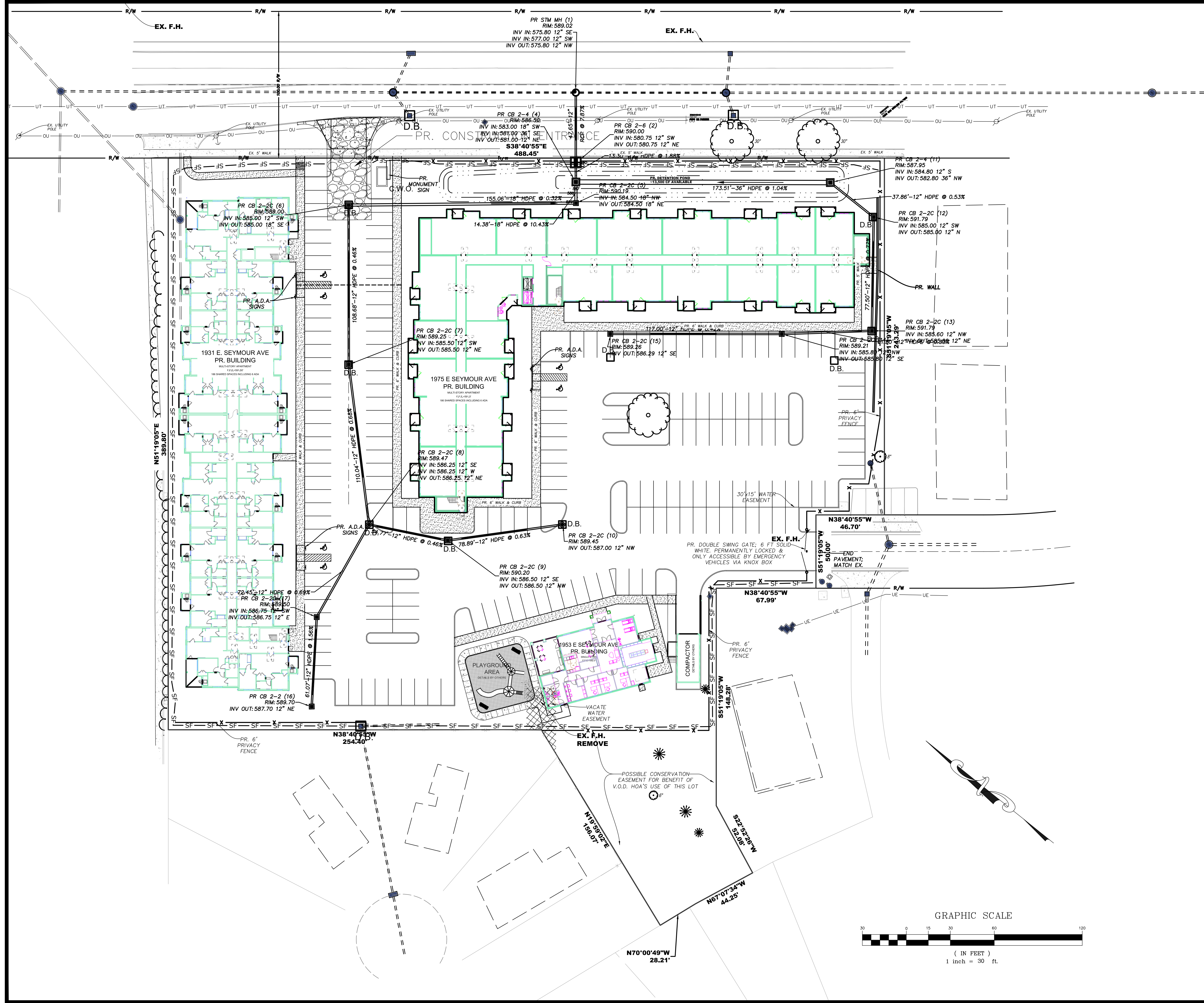


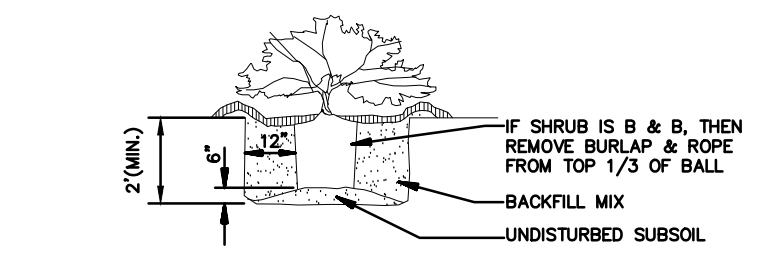
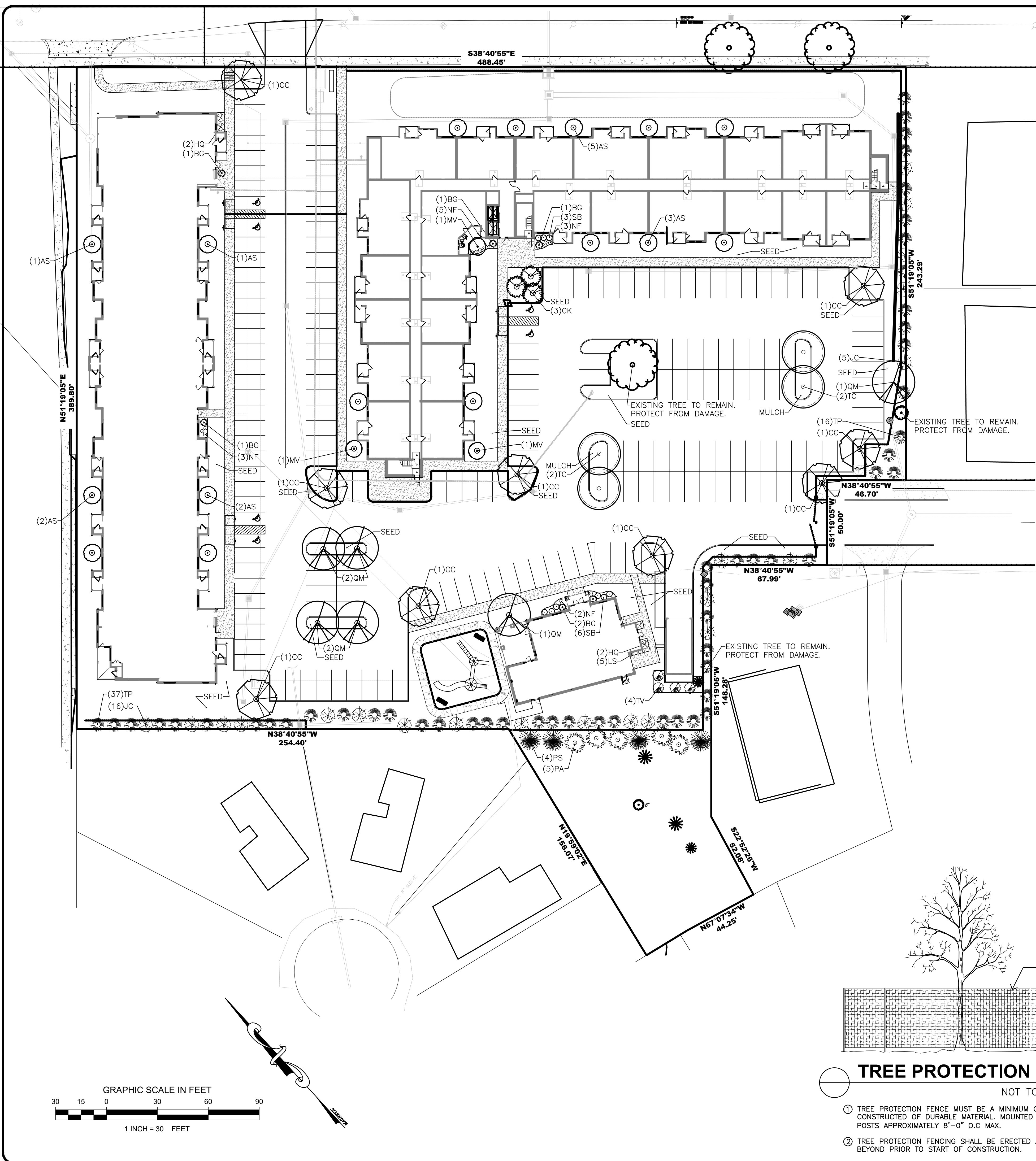
E. SEYMOUR APARTMENTS
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
1931, 1953, AND 1975 EAST SEYMOUR AVE.,
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

SCALE:	HORIZ.	VERT.
	1"=30'	N/A
JOB NO.	23-163	
DATE	Jul. 30, 2024	

SHEET NO.

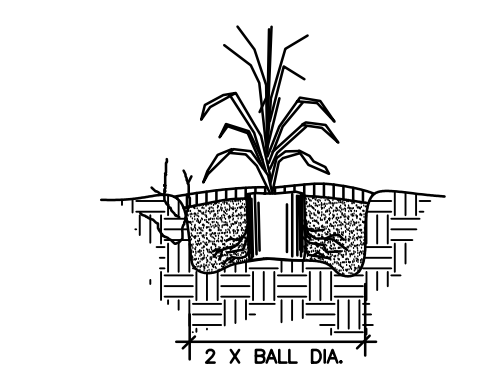
C-5





SHRUB PLANTING

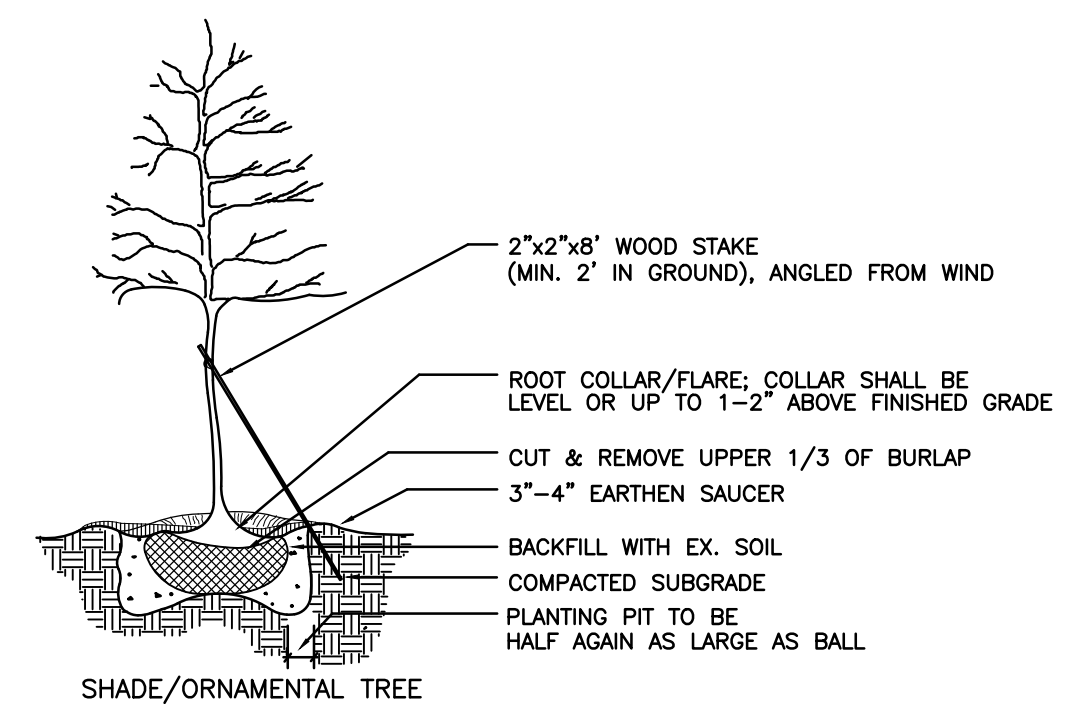
NOT TO SCALE



PERENNIAL PLANTING DETAIL

NOT TO SCALE

- 1. LOOSEN SOIL IN ROOT BALL AND SPREAD ROOTS PRIOR TO PLACING IN PIT.

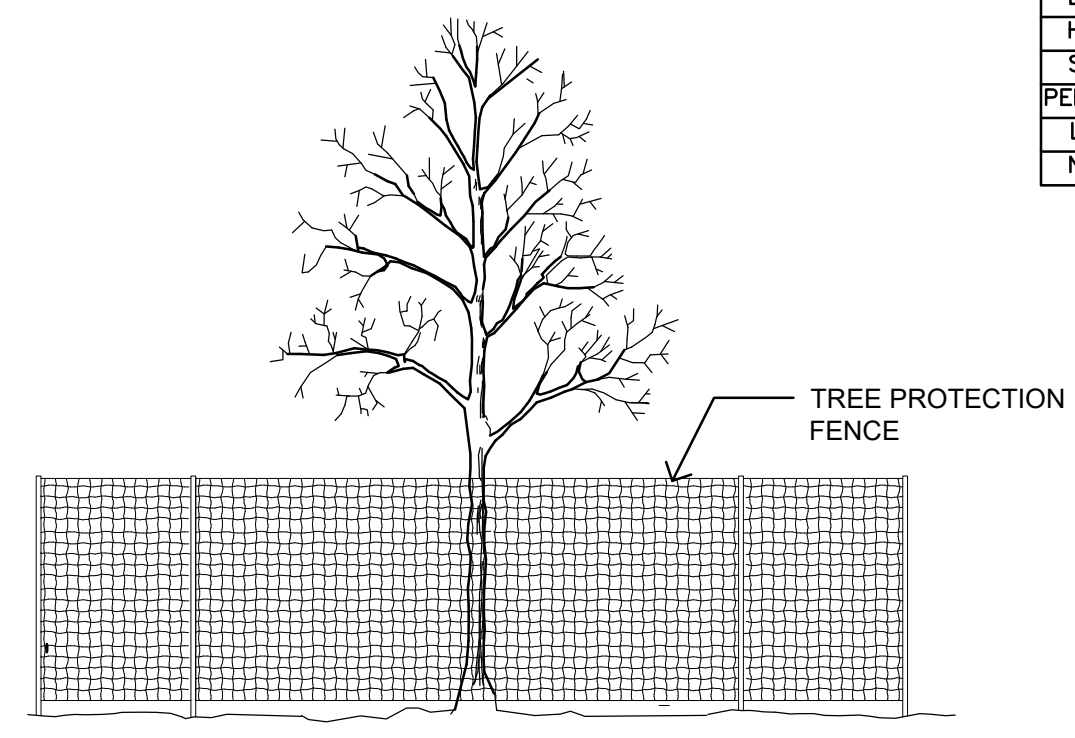


TREE PLANTING

NOT TO SCALE

LANDSCAPE REQUIREMENTS		REQUIRED
PARKING LOT LANDSCAPING	ONE TREE, TWO INCHES OR MORE IN CALIPER, MUST BE PLANTED FOR EVERY TEN PARKING SPACES. 193 SPACES = 20 TREES	

KEY	QTY.	SCIENTIFIC NAME	COMMON NAME	SIZE	CONDITION	REMARKS
CANOPY TREES						
AS	14	Acer saccharum 'Apollo'	Apollo Sugar Maple	2.0" cal.	B&B	Straight Central Leader
CC	9	Carpinus caroliniana	American Hornbeam	2.0" cal.	B&B	Straight Central Leader
QM	7	Quercus muehlenbergii	Chinkapin Oak	2.0" cal.	B&B	Straight Central Leader
TC	4	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2.0" cal.	B&B	Straight Central Leader
ORNAMENTAL/EVERGREEN						
CK	3	Cornus kousa 'Blue Shadow'	Blue Shadow Chinese Dogwood	1.5" cal.	B&B	
JC	21	Juniperus chinensis 'Keteleeri'	Keteleeri Chinese Juniper	5' ht.	B&B	
MV	3	Magnolia virginiana glauca	Sweetbay Magnolia	5' ht.	B&B	
PA	5	Picea abies	Norway Spruce	5' ht.	B&B	Straight Central Leader
PS	4	Pinus strobus	Eastern White Pine	5' ht.	B&B	
TV	4	Thuja x 'virginian'	Virginian Arborvitae	5' ht.	B&B	
TP	52	Thuja plicata 'Green Giant'	Green Giant Western Arborvitae	5' ht.	B&B	
SHRUBS						
BG	6	Buxus x 'Green Mountain'	Green Mountain Boxwood	18" ht.	B&B	
HQ	4	Hydrangea quercifolia 'Amethyst'	Amethyst Oakleaf Hydrangea		#3 cont.	
SB	9	Spiraea x burmalda 'Goldflame'	Goldflame Spiraea		#3 cont.	
PERENNIALS						
LS	5	Liriope muscari 'Variegated'	Variegated Lily Turf		#1 cont.	
NF	13	Nepeta x faassenii 'Walker's Low'	Walker's Low Catmint		#2 cont.	



TREE PROTECTION

NOT TO SCALE

- 1. TREE PROTECTION FENCE MUST BE A MINIMUM OF 5' TALL AND CONSTRUCTED OF DURABLE MATERIAL, MOUNTED ON DURABLE POSTS APPROXIMATELY 8'-0" O.C. MAX.
- 2. TREE PROTECTION FENCING SHALL BE ERECTED AT DRIP LINE OR BEYOND PRIOR TO START OF CONSTRUCTION.

LANDSCAPE NOTES:

- ALL PLANTING BEDS TO BE TILLED TO A DEPTH OF 4". RAKE TILLED AREAS TO REMOVE DEBRIS 1" OR LARGER. PLANTING BEDS TO RECEIVE A MINIMUM OF 4" OF TOPSOIL AND TILL WITH LOOSE SUBGRADE. GRADE PLANTING BEDS TO A SMOOTH, UNIFORM GRADE.
- ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
- ALL PLANT MATERIAL SHALL BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST. ALL TREES SHALL HAVE A STRAIGHT TRUNK AND FULL HEAD.
- ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
- ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED WITH STONE AS SPECIFIED.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY, SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING PER SPECIFICATIONS TO MAINTAIN HEALTHY PLANT CONDITIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE PERIOD OF SPECIFIED.
- ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- ALL PLANTING BEDS ARE TO BE MULCHED WITH CREEK ROCK (VARIOUS SIZES 1"-3"). TO BE INSTALLED OVER LANDSCAPE FABRIC FOR STONE MULCH BEDS.

PERMANENT SEEDING

- ALL DISTURBED AREAS SHOULD BE FINE GRADED AND SEEDED IMMEDIATELY AFTER CONSTRUCTION. SEED WITH APPROPRIATE MIXTURE AT THE MANUFACTURE'S WRITTEN RECOMMENDED RATE.
- TILL AREAS TO BE SEEDED TO A DEPTH OF 4". RAKE TILLED AREAS TO REMOVE DEBRIS 1" OR LARGER. PROTECT SEEDED AREAS WITH SLOPES EXCEEDING 1:6 WITH EROSION CONTROL FIBER MESH.
- PROTECT SEEDED AREAS WITH STRAW MULCH AT A UNIFORM RATE OF 2 TONS PER ACRE TO A DEPTH OF 1" OVER SEEDED AREAS.

REVISION NUMBER:	DATE:	REMARKS:

2k LA
 2K Landscape Architecture
 224 Harvest Avenue
 Cincinnati, Ohio 45219
 513.226.8372
 www.2kLandscapeArchitecture.com

LANDSCAPE PLAN
E. SEYMOUR APARTMENTS
 1931 EAST SEYMOUR AVE.
 CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

OWNER:
 PROJECT NO.: 2024-08

DATE: AUGUST 1, 2024
 DRAWN BY: KTC
 CHECKED BY: KTC
 SCALE: 1" = 30'

SHEET:
L1.0

EXHIBIT C

Proposed Conservation Easement

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this ____ day of _____, in the year 20__, by MBL DerbyCity Development, LLC, a Texas limited liability company (“Grantor”) in favor of Villages of Daybreak Homeowners Association, an Ohio non-profit corporation (“Grantee”), under the following circumstances:

A. Grantor is the owner of the real property depicted in Exhibit A and described in Exhibit B attached hereto (the “Property”).

B. The Property possesses open space and scenic features that Grantor wishes to protect and preserve in perpetuity.

C. Grantor desires to convey to Grantee a conservation easement to protect and preserve the open space and scenic features of the Property, and Grantee is willing to accept this easement; and

NOW, THEREFORE, for valuable consideration, Grantor grants to Grantee a conservation easement in perpetuity over the Property on the terms and conditions set forth below (the “Easement”).

1. Purpose. The purpose of this Easement is to assure that the Property will be retained forever in its condition as open space, and to prevent any use of the Property that will impair or interfere with the preservation of the Property in that condition.

2. Use Limitations. Grantor agrees to limit the use of the Property to activities that are consistent with the purpose of this Easement. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. In addition to the general limitation described above, the following specific limitations shall apply to the Property:

(a) No buildings, billboards, mobile homes, or other structures of any kind, either or temporary or permanent, shall be placed or erected on the Property.

(b) The Property shall not be subdivided for any purpose.

(c) No filling, excavating, or removal of topsoil, sand, gravel, rock, minerals or other

materials shall be permitted on the Property. There shall be no building of roads on the Property or changes in the topography of the land in any manner, other than that caused by the forces of nature. However, Grantor shall have the right to install, construct, maintain, repair, and replace landscaping on the Property, in accordance with applicable zoning regulations of the City of Cincinnati.

(d) No garbage, trash, debris, inoperative equipment or vehicles, or other unsightly materials shall be allowed to accumulate or be stored on the Property.

3. Rights of Grantee. To accomplish the purpose of this Easement, Grantor conveys to Grantee the following rights: (a) Grantee may enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor; (b) Grantee may take action to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and (c) if Grantor violates any of the terms of this Easement, and fails to cure the violation within 60 days after notice from Grantee (or within such shorter period as Grantee may determine if the violation is an emergency requiring immediate action), Grantee may enter the Property to cure the violation.

4. Reserved Rights. Grantor reserves all other rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the purpose of this Easement. This Easement shall not be construed as a dedication of the Property for public use, nor is Grantee authorized by this Easement to make any use of the Property except to monitor and enforce the terms of this Easement as provided in Paragraph 3.

5. Responsibilities of Ownership. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation and maintenance of the Property, including, but not limited to, the obligation to pay all taxes and assessments and comply with all applicable laws. By accepting this Easement, Grantee does not assume any obligations with respect to the ownership, operation, or maintenance of the Property.

6. Successors; Assignment. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. However, Grantee shall not assign its rights under the Easement without Grantor's written consent.

7. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged in this document. The terms of this Easement may be modified upon the mutual consent of the Grantor and Grantee, provided that such modification is in writing.

[signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

MBL DerbyCity Development, LLC,
a Texas limited liability company

X: _____
Name: _____
Its: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by _____, the _____ of MBL DerbyCity Development,
LLC, a Texas limited liability company, on behalf of the limited liability company.

X _____
Title or rank: _____

GRANTEE:

Villages of Daybreak Homeowners Association,
an Ohio non-profit corporation

X: _____
Name: _____
Its: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____,
by _____, the _____ of Villages of Daybreak
Homeowners Association, an Ohio non-profit corporation, on behalf of the corporation.

X _____
Title or rank: _____

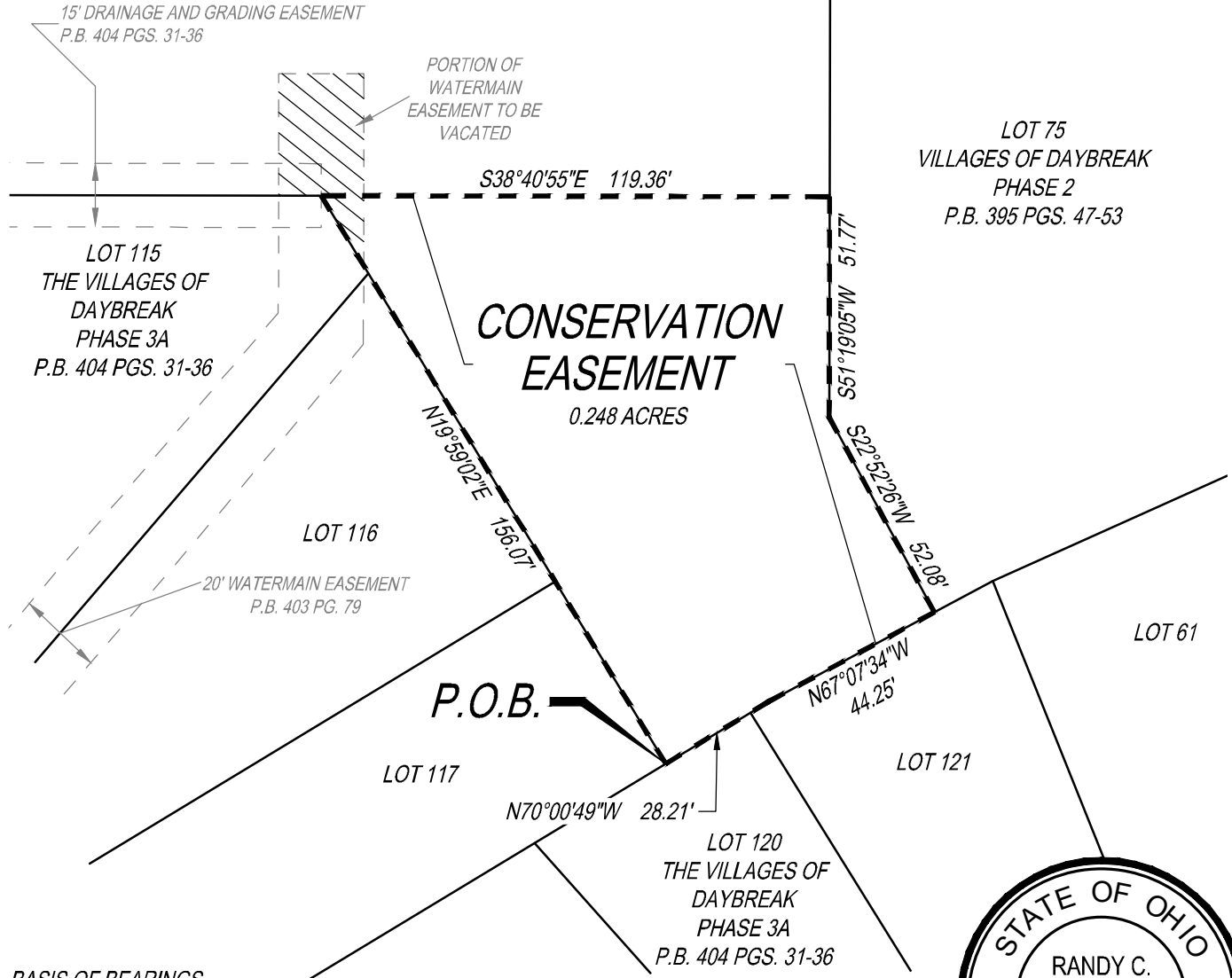
The foregoing instrument was drafted in unexecuted form by J.P. Burleigh of the law firm Suder,
LLC, 1502 Vine Street, Fourth Floor, Cincinnati, OH 45202.

EXHIBIT A

Depiction of Conservation Easement



117-0003-0113
 ALLEN TEMPLE-TRYED STONE DEVELOPMENT, LTD.
 O.R. 14521 PG. 1897
 4.3112 ACRES (DEED)



BASIS OF BEARINGS
 BASED ON THE OHIO STATE PLANE
 COORDINATE SYSTEM SOUTH ZONE, AS
 DERIVED FROM THE OHIO DEPARTMENT
 OF TRANSPORTATION'S REAL TIME
 NETWORK. (RTN)(NAD '83-2011)




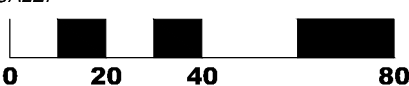
 <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com</p> <p>6219 Centre Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>CONSERVATION EASEMENT</p> <p>SECTION 6, TOWN 3, FR 2, BTM MILL CREEK TOWNSHIP CITY OF CINCINNATI HAMILTON COUNTY, OHIO</p>	PROJECT NO: 231094VEA000
		DATE: 07/10/2024
		SCALE: 
		SHEET NO. <p>EXHIBIT A</p>

EXHIBIT B

Legal Description of Conservation Easement



CINCINNATI
DAYTON
COLUMBUS
AKRON
LOUISVILLE
TAMPA/ST. PETE

6219 Centre Park Drive
West Chester, OH 45069
p **513.779.7851**
f **513.779.7852**
www.kleingers.com

Legal Description Conservation Easement

Situated in Section 6, Town 3, Fractional Range 2, Between the Miami's, City of Cincinnati, Hamilton County, Ohio and being part of a 4.3112 acre (deed) parcel conveyed to Allen Temple-Tryed Stone Development, LTD., as recorded in O.R. 14521, Page 1897, at the Hamilton County Recorder's Office, being a conservation easement the boundary of which being more particularly described as follows:

Beginning at the southeast corner of Lot 117 of The Villages of Daybreak Phase 3A recorded in P.B. 404 Pgs. 31-36;

Thence along the east line of The Villages of Daybreak Phase 3A, N19°59'02"E a distance of 156.07 feet;

Thence through the aforesaid 4.3112 acre (deed) parcel, S38°40'55"E a distance of 119.36 feet to a point in the west line of Lot 75 of The Villages of Daybreak Phase 2 recorded in P.B. 395 Pgs. 47-53;

Thence along said west line, S51°19'05"W a distance of 51.77 feet;

Thence continuing, S22°52'26"W a distance of 52.08 feet to the north line of the aforesaid The Villages of Daybreak Phase 3A;

Thence along said north line, N67°07'34"W a distance of 44.25 feet;

Thence continuing, N70°00'49"W a distance of 28.21 feet to the Point of Beginning.

Containing 0.248 acres, more or less.

Bearings are based on the Ohio State Plane Coordinate System, south zone, as derived from the Ohio Department of Transportation's Real Time Network (RTN). (NAD '83-2011)

07/10/2024

Randy C. Wolfe
Ohio Professional Surveyor No. 8033

Date



EXHIBIT D

Development Program Statement

Planned Development District 38
Development Program Statement

PD-38 consists of two distinct residential developments.

The first is The Villages of Daybreak, which consists of single-family homes and condominium units that were constructed by Allen Temple-Tryed Stone Development, Ltd., an Ohio limited liability company.

The second is Seymour Station, a multi-family residential development to be constructed by MBL DerbyCity Development, LLC, a Texas limited liability company, on the real property located at 1931 East Seymour Avenue (Hamilton County, Ohio Auditor's Parcel Id. No. 117-0003-0113-00). MBL DerbyCity Development, LLC shall cause 150 residential units to be constructed on the aforementioned property, along with associated utilities, parking areas, and landscaping.

EXHIBIT E

July 2, 2024 Community Engagement Session Flyer

SEYMOUR STATION Community Outreach Event



LDG
DEVELOPMENT



Join LDG Development for a Community Outreach Event for the proposed Seymour Station Development.

Learn more about our 168-unit community.

TUESDAY, JULY 2
6:30 p.m.

**The Well Church,
Fellowship Room
5550 Reading Road
Cincinnati, OH 45237**

For more information, contact Tricia Moore at tmoore@ldgdevelopment.com or 502-388-7057.

ABOUT LDG DEVELOPMENT

LDG was founded by Chris Dischinger and Mark Lechner in 1994 based on their shared belief that, “Everyone deserves a quality place to live.” Since 2002, the company has focused on creating affordable housing communities by utilizing 4% and 9% housing tax credits along with tax-exempt bond financing, in addition to developing workforce and market rate housing.

LDG has developed over **25,000 units** of housing for working families and seniors in dozens of communities located across the Southeast, including **Kentucky, Texas, Louisiana, Tennessee, and Georgia**. Our “full-service” model ensures LDG’s partners have a “one-stop shopping experience” when working to bring more affordable housing options to their respective communities long after construction has ended.

AUSTIN TEXAS OFFICE
6300 LACALMA DR.
STE. 520
AUSTIN, TX 78752

DALLAS TEXAS OFFICE
3102 COMMERCE ST.
DALLAS, TX 75226

KENTUCKY OFFICE
545 SOUTH 3RD ST.
LOUISVILLE, KY 40204

TENNESSEE OFFICE
414 UNION ST.
STE. 1900
NASHVILLE, TN 37219

GEORGIA OFFICE
510 PLAZA DR.
COLLEGE PARK, GA 30349

EXHIBIT F

August 6, 2024 Community Engagement Session Flyer



LDG
DEVELOPMENT

July 29, 2024

Bond Hill Community Council Members and Residents,

LDG Development's Ohio Team would like to invite you to a neighborhood meeting to discuss changes made to our proposed multifamily development at 1931 Seymour Ave. The meeting will involve a short presentation of recent design changes followed by small group discussions and an opportunity to provide written feedback. The details of the meeting are below:

Date: Tuesday, August 6, 2024

Time: 6:30pm-7:30pm

Location: Community Action Agency (1740 Langdon Farm Rd)

Thank you for all your engagement and feedback throughout this process, and we look forward to seeing you next week.

Sincerely,

Justin Hartz
Executive Development Director
LDG Development, LLC
545 S. 3rd Street
Louisville, KY 40202

EXHIBIT G

Expert Opinion from a Certified Professional Planner



Todd Kinskey, FAICP

1502 Vine Street, Fourth Floor
Cincinnati, OH 45202

August 1, 2024

City of Cincinnati Planning Commission
801 Plum Street
Cincinnati, OH 45202

RE: Proposed Major Amendment to the Concept Plan and Final Development Approval for 1931 E. Seymour Avenue

Honorable Members of the Planning Commission,

My name is Todd Kinskey. I am a certified professional planner with over thirty years of experience in local government planning. Before my current role at ZoneCo, LLC, I served as the Planning Director for the City of Dayton, Ohio for 6 years, and before that I served as Director of the Hamilton County, Ohio Planning + Development Department for 5 years.¹

This letter is to provide my opinion regarding the appropriateness of the Major Amendment request to the Concept Plan for Planned Development District 38 – The Villages of Daybreak and the concurrently submitted request for Final Development Plan approval, for the construction of 150 units of affordable housing (the “Project”).

1. The Project’s proposed use is compatible and harmonious with surrounding land uses.

As already explained in the City Planning Staff Report, the Project is consistent with Plan Cincinnati (2012) and largely consistent with the Bond Hill + Roselawn Plan (2016). More importantly, however, the Project represents good land use planning.

¹ My resume is attached as Exhibit A.

In a Euclidean zoning setting, having a transition of intensity of land uses is widely accepted as an appropriate development pattern. In this case, single-family homes in the Villages of Daybreak are the least intense use. Moving west, the Project's proposed multi-family development serves as a transition to the more intense development approved in Planned Development District 93 – Midpointe Crossing ("PD-93")². PD-93 anticipates a diverse array of multi-family, office, and retail uses, with the retail uses being immediately adjacent to the subject site along the south side of E. Seymour Avenue.³

PD-93 also sets a precedent for having multi-family uses adjacent to single family homes in the Villages of Daybreak, as PD-93 calls for four-story multi-family uses along the rear property line of several homes located on Havenwood Court. PD-93 also includes a maintenance building in this area. This four-story multi-family development is consistent with the use, scale, and overall design of the Project, further confirming the Project's compatibility with surrounding land uses.

Additionally, the existing Midpointe Crossing office building, located at the corner of Langdon Farm Road and Reading Road, contains offices, a public library branch, a daycare center, and a large parking lot, representing another example of the existing single-family homes in The Villages of Daybreak abutting a non-residential use.

2. The Project promotes good public policy by addressing the severe shortage of quality, affordable housing in the City of Cincinnati.

Cincinnati, the State of Ohio, and the entire nation are in the midst of a severe housing crisis which is broadly recognized by housing professionals. This is a complicated issue fueled by high interest rates, high cost of building

² *Midpointe Crossing in Bond Hill*, CITY OF CINCINNATI, <https://www.cincinnati-oh.gov/planning/planning-projects-and-studies/active-ongoing/pd-96-midpointe-crossing-in-bond-hill/>.

³ See the Concept Plan for PD-93, which is attached as Exhibit B.

materials, shrinking household sizes, aging housing stock, as well as several other factors.

The impacts of this crisis are well documented but most commonly reported in the number of households paying more than 30% of their income for housing costs. According to HUD, when a household pays more than 30% of their income for housing related costs, they are considered cost burdened and the unit is deemed “unaffordable”. In 2017, the Community Building Institute, LISC, and the United Way published a report that indicated that there was a shortage of 40,000 affordable housing units.⁴ This means that, in 2017, more than 40,000 households in Hamilton County were paying greater than 30% of their income for housing costs.

Since 2017, the housing market has not improved, and the affordability problem has worsened. LISC has continued to monitor housing affordability and, just last year, reported that *there is a need for more than 16,000 new affordable units in Hamilton County and the City of Cincinnati* to be able to address the growing affordability issue.⁵

In the absence of new units, residents are forced to live in what housing professionals call “naturally occurring affordable housing.” Such units are typically low-quality/substandard, in poor condition, and lack amenities that new units provide. The Project represents an opportunity to provide much-needed residential units that are both *high-quality* and *affordable*, which are rare to find.

⁴ *Housing Affordability in Hamilton County*, LOCAL INITIATIVE SUPPORT CORPORATION (February, 2017), https://www.lisc.org/media/filer_public/a1/16/a116fbab-4be3-4704-98e6-83f633b7d893/asset_upload_file30_13212.pdf.

⁵ *Housing Our Future*, LOCAL INITIATIVE SUPPORT CORPORATION (2023), https://www.lisc.org/media/filer_public/b4/13/b413c178-735a-43c9-8ec9-f375d23571b7/hof_summary_of_progress.pdf. A copy of this document is attached as Exhibit C.

3. The Project will not have any negative impact on surrounding property values.

Having attended hundreds of public hearings regarding proposed developments in my career, I can attest that citizens opposed to developments frequently claim that a development will lower their property values. However, when pressed, rarely can residents produce empirical evidence that would support their claim.

Of course, there are a small class of highly impactful land uses that could indeed adjacent property values—such as landfills, factories producing noxious fumes, etc. But in the case of a multi-family development, there is no evidence to suggest that surrounding property values will be impacted negatively. In fact, studies conducted by reputable organizations like Harvard University⁶ and the Urban Institute⁷ indicate just the opposite: property values of surrounding single family homes are *positively impacted* over time when multi-family developments are built nearby. For developments financed by Low-Income Housing Tax Credits, like the Project at issue here, studies indicate a correlation in neighborhood revitalization, increased home prices, reduced crime rates, and an increase in racial and socioeconomic diversity.⁸

* * * *

In summary, my opinion as a professional planner is that the Project applies good land use planning principles in a time where there is a proven,

⁶ Alexander von Hoffman, Eric Belsky, James DeNormandie, and Rachel Bratt, *America's Working Communities and the Impact of Multifamily Housing*, NEIGHBORHOOD REINVESTMENT CORPORATION AND JOINT CENTER FOR HOUSING STUDIES OF HARVARD UNIVERSITY (2004), <https://www.jchs.harvard.edu/sites/default/files/media/imp/w04-5.pdf>; Mark Obrinsky and Debra Stein, *Overcoming Opposition to Multifamily Rental Housing*, JOINT CENTER FOR HOUSING STUDIES OF HARVARD UNIVERSITY (March, 2007), https://www.jchs.harvard.edu/sites/default/files/rr07-14_obrinsky_stein.pdf.

⁷ Christina Stacy and Christopher Davis, *Assessing the Impact of Affordable Housing on Nearby Property Values in Alexandria, Virginia*, URBAN INSTITUTE (April, 2022), <https://www.urban.org/sites/default/files/2022-04/Alexandria%20Affordable%20Housing%20Brief.pdf>.

⁸ Stacy and Davis, *supra*, at pages 1-2.

critical need for housing. Further, the proposed development will not negatively impact property values but represents an opportunity to add a significant investment on long vacant site and provide greatly needed affordable housing.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Kinskey".

Todd Kinskey, FAICP

Enclosures: Exhibit A – Todd Kinskey Resume
 Exhibit B – PD-93 Concept Plan
 Exhibit C – LISC 2020-2023 Summary of Progress

EXHIBIT A

Todd Kinskey Resume

Todd M. Kinskey FAICP

A professional urban planner and public administrator who has dedicated his career to serving local governments in Ohio. He has a proven record as a dedicated leader who always strives for excellence, promotes teamwork, and facilitates change in a collaborative manner.

1502 Vine Street, Fourth Floor
Cincinnati, OH 45202
513-497-0500
tkinskey@thezoneco.com
www.linkedin.com/in/toddkinskey

AREAS OF EXPERTISE

- Local Government Policies & Procedures
- Staff Management & Supervision
- Public Budgeting & Financial Management
- Project Management
- Building & Development Processes
- Land Use & Comprehensive Planning
- Economic Development Incentives & Project Assistance
- Community Development Programs & Compliance
- Site Plan & Zoning Compliance Review
- Zoning Administration
- Housing Policy & Programs

EXPERIENCE

ZoneCo - Cincinnati, OH

Senior City Planner/Project Manager

APRIL 2024 - PRESENT

Assist communities in Ohio and beyond craft custom-tailored development regulations (zoning codes, subdivision regulations, property maintenance, etc.) that are clear, consistent, user-friendly, equitable, resilient, and defensible.

City of Dayton, OH

Director- Dept of Planning, Neighborhoods & Development

JUNE 2021 - MARCH 2024

Oversee the daily operations of the Department of Planning, Neighborhoods & Development (102 employees) and its seven Divisions including: Planning, Community Engagement, Economic Development, Community Development, Housing & Inspections, Building Services, and the Dayton Mediation Center. Responsible for an annual budget of approximately \$11 M in operating funds and more than \$45 M in special projects and grant funds.

- Work closely with the City Manager to review and negotiate all economic development projects
- Oversight of neighborhood economic development strategy to support City's asset-based development strategy
- Development of a Housing Policy to address blight, disinvestment, housing supply, and respond to post-Covid impacts on commuter tax collection rate

City of Dayton, OH

Director- Dept of Planning & Community Development

MAY 2018 - JUNE 2021

Oversaw the daily operation of the department (57 employees) including the following Divisions: Land Use Administration, Community Development, Housing Inspections, and the Dayton Mediation Center

- Prepared reorganization plan to merge Planning & Community Development with the Department of Economic Development
- Oversaw development of geographic based neighborhood Vision Plans to lay the framework for an investment strategy in neglected neighborhoods
- Spent considerable time resolving HUD HOME issues

ACCOMPLISHMENTS/AFFILIATIONS

- City of Dayton Tax Incentive Review Council, 2022-24
- Montgomery County Land Bank Board of Directors, 2018-24
- Citywide Development Corporation Board of Trustees, 2018-24
- DaVinci Investment Board, 2019-24
- Phoenix Next Board of Trustees, 2019-24
- Dayton Riverfront Plan Steering Committee, 2018-24
- Dayton Arcade New Community Authority Board Secretary, 2019-24
- Wright Patterson Regional Council of Governments, 2020-24
- City of Dayton Community & Neighborhood Dev. Advisory Board, 2018-24
- City of Dayton Transportation Advisory Committee, 2018-24
- City of Dayton Fixed Property Governance Board, 2018-24
- ULI Cincinnati Advisory Board, 2019-24
- Miami Valley Disaster Recovery Leadership Board, 2019-23
- Hamilton Co. Development Company Economic Dev Committee, 2016-18
- Hamilton Co. Public Health Advisory Council, 2015-18
- Hamilton Co. Vacant Property Task Force, 2016-18
- Cincinnati Area GIS (CAGIS) Policy Board, 2008-18
- Hamilton Co. Community Action Agency Board Member, 2012-18
- OKI (COG) Intermodal Coordinating Committee, 2015-18
- APA-Ohio Chapter President, 2015-16
- APA-Ohio Chapter Vice-President, 2013-14
- APA-Ohio Chapter Secretary, 2010-12
- APA-Ohio Board Member & Legislative Chair, 2009-21
- APA-Ohio Legislative Committee member, 2009 to present
- APA-Ohio – Cincinnati Section Director, 2010-14
- Brent Spence Bridge Design Committee, 2008-13
- Plan Cincinnati Steering Committee, 2010-12
- City of Cincinnati Zoning Board of Appeals, 2008-11
- University of Cincinnati, College of DAAP Alumni Board, 2010-18
- APA Cincinnati World Town Planning Day Charrette Lead – 2001, 2003, 2005, 2007, 2008, 2010

Hamilton County, OH

Director- Dept of Planning + Development

JANUARY 2013 - MAY 2018

Oversaw the daily operation of the Department (75+ employees) and its five Divisions: Community Planning, Community Development, Development Services, Building + Inspections, and Stormwater + Infrastructure. Responsible for budget preparation and oversight, contract negotiations, County Commissioner project response and general oversight and coordination of all activities of the department.

- Strong focus on creating coordinated development review oversight from project conception to final permitting, including major overhaul of building permit process.
- Promoted multi-jurisdictional collaboration on countywide planning issues

Hamilton County (OH) Regional Planning Commission

MARCH 1995 – DECEMBER 2012

Employed by Hamilton County Regional Planning Commission (HCRPC) for eighteen years, holding various positions, particular focus on zoning, land use and community development. These positions were:

HCRPC Executive Director – May 2008 to Jan 2013

- Managed staff of 25 employees
- Oversaw Divisions of Development Services, Community Planning and Community Development
- Contract negotiation, project coordination/oversight
- Implementation of County Master Plan – Community COMPASS

Development Services Administrator – May 2006 to May 2008

Senior Planner/Supervisor – Sept 1997 to May 2006

- Team Leader for Development Services Section (5 employees)
- Responsible for reviewing, processing, analyzing and reporting on all developments requesting a zone change, PUD, conditional use or other special approval under the Hamilton County Zoning Resolution
- Served as project manager on numerous municipal contracts

Development Review Planner – Apr 1995 to Sept 1997

- Performed duties associated with reviewing new development proposals, performed zoning analysis, prepared and presented staff reports to Planning Commission, Zoning Commission, and County Commission
- Prepared updates to local land use plans, prepared annexation reports and served on various in-office project teams

City of Trenton, OH

Director- Dept of Planning & Buildings

JUNE 1993 – MARCH 1995

- Performed all duties associated with the review and approval of all development activity in the City. Served as Zoning Administrator/Inspector, Planning Commission Secretary, and Acting City Manager as necessary

EDUCATION

University of Cincinnati

Bachelor of Urban Planning, Cum Laude

Certificate in Historic Preservation

SEPTEMBER 1998 – JUNE 1993

Graduated from the rigorous urban planning program at the College of Design, Architecture, Art & Planning (DAAP) which employs a 5 yr cooperative education model, allowing for 18 months of on-the-job experience prior to graduation.

- Adjunct Professor, University of Cincinnati School of Planning, 2017
- Regular Presenter at APA local/state conferences, Ethics for Planners
- American Institute of Certified Planners (AICP), Since 1997
- AICP College of Fellows (FAICP), Class of 2020

KEY PROJECTS

- Colerain Township, OH - Zoning Code Rewrite (2024)
- Wadsworth, OH - Subdivision Regulations Rewrite (2024)
- Buckeye Lake, OH – Zoning Code Diagnostic (2024)
- Canfield Township, OH – Zoning Code Rewrite (2024)
- Dayton Forward Comprehensive Plan, 2023
- Dayton Recovery Plan (ARPA) Project, 2022-24
- Dayton Neighborhood Vision Plans (UDA as consultant), 2019-2022
- Downtown Dayton Streetscape Guidelines & Corridor Plan, 2020
- City of Dayton Opportunity Zone Project, 2018-2019
- Dayton Zoning Code Revision Team, 2018-24
- Dayton Riverfront Plan, 2018
- OnMain Project Team, 2019-24
- Dayton Arcade Redevelopment, 2018-24
- Dayton Housing Roundtable, 2019-23
- Dayton Housing Policy Project, 2022-23
- Hamilton County Subdivision Regulations Update, 2015
- Cincinnati/Hamilton County Water Contract Negotiations, 2015-18
- Hamilton County Thoroughfare Plan Update, 2015-17
- Madeira Business Dist. Vision Project, 2015-16
- Hamilton County Landbank Launch Team, 2010-13
- Hamilton Co. 2013 (Comprehensive Economic Development Strategy) CEDS, 2012-13
- Hamilton County Transportation Policy Plan, 2009-10
- Hamilton County Community COMPASS Vision & Strategy Plan Update, 2008-09
- Zoning Code Rewrites: Hamilton County (OH), Village of Greenhills (OH), Village of Fairfax (OH), Elmwood Place (OH), Crosby Twp (OH), North Bend (OH)
- Comprehensive Plans: Dayton (OH), Hamilton County (OH), Village of Fairfax (OH), Greenhills (OH), City of Trenton (OH)

REFERENCES

- Available upon request

EXHIBIT B
PD-93 Concept Plan

PD-93 Midpointe Crossing Concept Plan

ZONING SUMMARY

TOTAL PD RE-ZONE AREA: 27.32 ACRES

REDEVELOPMENT AREA: 15.39 ACRES

OPEN SPACE: 3.75 ACRES = 24%

BUILDING SUMMARY

RESIDENTIAL = 250-450 UNITS TOTAL

TYPE 1 BUILDING (RESIDENTIAL ONLY) = 190 - 350 UNITS

TYPE 2 BUILDING (MIXED USE) = 60- 100 UNITS

COMMERCIAL = 28,000 SF - 35,000 SF

COMMERCIAL/RESTAURANT = 15,000 SF - 20,000 SF

TYPE 2 BUILDING (MIXED USE) = 5,000 SF - 15,000 SF

OFFICE = 20,000 SF - 60,000 SF

AUXILIARY = 5,500 SF - 6,500 SF

CLUBHOUSE/AMENITY = 2,500 SF - 3,000 SF

MAINTENANCE = 3,000 SF - 3,500 SF

PARKING SUMMARY

SURFACE SPACES = 400 - 750 SPACES

ANTICIPATED SCHEDULE

PHASE 1: APARTMENTS AND MIXED USE

ZONING: 1Q2023

PERMITTING: 2Q2023

CONSTRUCTION START: 3Q2023

SUBSTANTIAL COMPLETION: 1Q2026

OCCUPANCY: 3Q2026

COMMERCIAL SPACE ANTICIPATED TO BEGIN CONSTRUCTION IN 2025 AND CONCLUDE BY 2030. ADDITIONAL PHASES WILL BE BASED ON THIS CONCEPT PLAN AS SUBMITTED.

LEGEND

RESIDENTIAL

MIXED-USE COMMERCIAL & RESIDENTIAL

COMMERCIAL

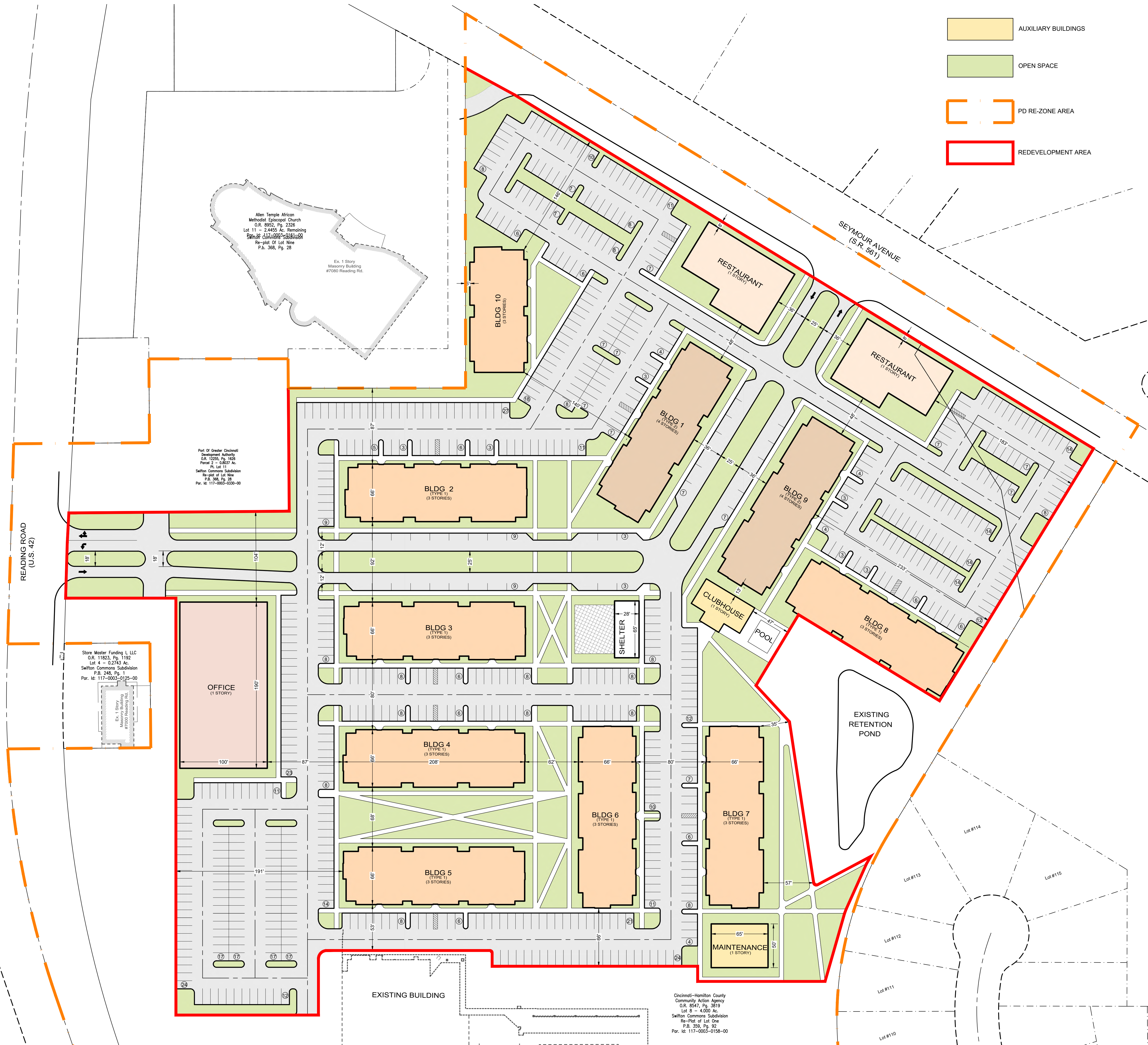
OFFICE

AUXILIARY BUILDINGS

OPEN SPACE

PD RE-ZONE AREA

REDEVELOPMENT AREA



Basis of Bearing: State Plane NAD83 (2011)
 0 50 75
 SCALE: 1" = 50'

Date	Drawn	Chk	Revision Description

MIDPOINTE CROSSING

READING ROAD, SEYMOUR AVE. & LANGOON FARM RD
 SECTION 6, TOWN 3, FRACTIONAL RANGE 2, BTM
 MIAMI PURCHASE, CITY OF CINCINNATI
 HAMILTON COUNTY, OHIO

PLAN DEVELOPMENT EXHIBIT

www.bayerbecker.com
 1404 Race Street, Suite 204
 Cincinnati, OH 45202 - 513.634.8151

Drawing:	20-0250 CD BASE
Drawn by:	RAS
Checked by:	MPD
Issue Date:	12-13-22
Sheet:	1.0

EXHIBIT C

LISC 2020-2023 Summary of Progress

Housing Our Future

Summary of Progress: 2020 to 2023

	CUMULATIVE GOAL FOR 2030	2020-2022	2023	2020-2023 PROGRESS	REMAINING TO ACHIEVE GOAL
PRODUCE	20,000	2,641	688	3,329 17% achieved	16,671 83% remaining
Includes units awarded subsidy and Homesteading program.					
PRESERVE	25,000	7,379	2,999	10,378 42% achieved	14,622 58% remaining
Includes home repair, units preserved by CMHA, units added to Homestead Exemption.					
PROTECT	15,000	5,456	947	6,403 43% achieved	8,597 57% remaining
Includes households receiving Housing Choice Vouchers and emergency assistance from Legal Aid of Southwest Ohio and Strategies to End Homelessness. Additionally, more than 16,300 households received housing assistance for the first time through the Emergency Rental Assistance Program (ERA1 and ERA2) in 2021 and 2022.					
SYSTEMS CHANGE	\$500M	\$201.4M	\$47.8M	\$251.2M 50% achieved	\$248.8M 50% remaining
Includes newly allocated funds to the production, preservation or protection of affordable housing					

2020 2023 60% of strategy period remaining 2030

A STRATEGIC RESPONSE

The complex, interlocking factors that cause housing unaffordability will not be solved by any one sector of the housing market. They require a strategic, multi-faceted response.

PRODUCE	PRESERVE	PROTECT	SYSTEMS CHANGE
In order to meet housing needs, Cincinnati and Hamilton County must scale up the production of affordable homes.	Investments in maintenance and repairs are urgently needed to preserve our existing supply of affordable housing.	As the region grows, we need to protect the housing stability of those who are most vulnerable to rising housing costs.	Achieving equitable housing access and affordability throughout Cincinnati and Hamilton County will require changing the existing systems that have left too many residents behind.

EXHIBIT H

Letter from Current Property Owner

**Allen Temple – Tried Stone Development Co., Ltd.
7700 Shawnee Run Road
Cincinnati, Ohio 45243**

July 10, 2024

City of Cincinnati Planning Commission
805 Central Avenue
Cincinnati, Ohio 45202

Re: Villages of Daybreak Zoning Amendment

To Whom it May Concern:

My name is Rick Kimbler. I am the Treasurer and Managing Member of Allen Temple – Tried Stone Development Co., Ltd., charged with managing the day-to-day operations of the company. This is the position I have held since the inception of the company 22 years ago. During that 22-year period of time, my company has worked with numerous residential builders in The Villages of Daybreak. The homes have ranged in price from \$125,000 to \$350,000.

In 2017, we began to aggressively market the approximately 4.3-acre parcel at 1931 E. Seymour (Hamilton County, Ohio Parcel Id. No. 117-0003-0113-00) to new prospective builders. Although the current Concept Plan for this site calls for condominium development, we have not been able to secure any condominium builder interest for this property. In my opinion, the current Concept Plan is no longer economically viable for this property.

Although condominium development no longer appears feasible, we have had interest from numerous apartment developers. However, most of this was interest was not from long-term “hold” developers or developers that are financially strong. When we were introduced to LDG we felt we had a candidate that we could get excited about.

Much has been said about the potential impact that LDG’s proposed development might have on existing home values. In my opinion, LDG’s project will not have any adverse effect on property values in the Villages of Daybreak. We have hosted two Citirama home shows in the Villages of Daybreak. The homes built for these shows were always at the higher end of the community price range. The fact that some homes in the community were at the lowest price point (a \$200,000 spread) did not diminish builder and buyer interest. As a custom home builder in thirteen Homearama home shows, I witnessed firsthand the importance of quality home product. I believe the same conditions hold true for apartments versus single family homes. Given the product history of LDG, I am very comfortable introducing LDG to the Villages of Daybreak. LDG has the company strength to bring quality product to the community. LDG plans to market the property as a separate community and it will not place any additional financial burden on Daybreak

In conclusion, having managed the 20+ years of the Villages of Daybreak development, a development that I take a significant amount of pride in what we created. I believe the Planning Commission should approve this request.

Sincerely,



Richard M. Kimbler
Treasurer and Managing Member of Allen Temple – Tried Stone Development Co., Ltd.