

**COMMON COUNCIL OF THE CITY OF HOBART, INDIANA**

**RESOLUTION NO. 2019-29**

**A Resolution Approving the Executed Development Agreement between the City of Hobart and Indiana Becknell Investors 2011, LLC**

WHEREAS, the Plan Commission of the City of Hobart (“City”), at its public meeting of October 3, 2019, recommended that Petition No. 19-40, Becknell Industrial, LLC, a Delaware limited liability company (“Becknell”), Petitioner, be adopted by the Common Council of the City (“Council”) to rezone the following described real estate on the zone maps of the City from its established zoning classification of R-3 (Single to Four Family-Residence District) to PUD M-1 (Planned Unit Development District):

That part of the west 1/2 of the east 2/5 of the west 1/2 of the southwest 1/4 of Section 11, and the east 1/5 of the west 1/2 of the southwest 1/4 of Section 11, in Township 35 North Range 8 West of the 2<sup>nd</sup> principal meridian laying south of the right of way of the Chicago and Grand Trunk Route Railway, Lake County, Indiana; and

WHEREAS, the Council passed its Ordinance No. 2019-30 on first reading on October 16, 2019, and on Second and final reading earlier on the date hereof, which amended the Zoning Ordinance of the City by changing the established R-3 Zone classification to PUD M-1 for the above-described parcel; and

WHEREAS, the City development staff has negotiated a Development Agreement with Becknell (“Agreement”) containing certain commitments of Becknell and the City related to the development of said parcel; and

WHEREAS, the Board of Public Works and Safety (“Board”) of the City is a party to the Agreement which is attached to this Resolution, and the Board also acts as the City’s contracting entity pursuant to law; and Ordinance No. 2019-30 was given final approval with the understanding that this Agreement by and between the City and Becknell was approved by the Board and executed; and

WHEREAS, the Board, at its public meeting earlier on the date hereof, approved and authorized the execution of the Development Agreement by and between the City and Becknell Industrial, LLC, contingent upon the Council’s approval of the Development Agreement; and

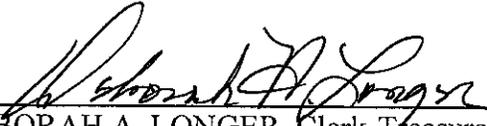
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart as follows:

The Development Agreement between the City of Hobart and Becknell Industrial, LLC attached hereto is approved and allowed to become effective according to its terms.

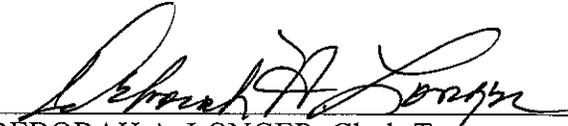
ALL OF WHICH IS ADOPTED as the Resolution of the Common Council of the City of Hobart, Indiana, on this 4th day of December, 2019.

  
BRIAN K. SNEDECOR, Presiding Officer

ATTEST:

  
DEBORAH A. LONGER, Clerk-Treasurer

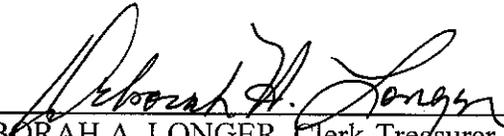
PRESENTED by me to the Mayor of the City of Hobart on the 4<sup>th</sup> day of December, 2019, at 7:15 ~~am~~/p.m.

  
DEBORAH A. LONGER, Clerk-Treasurer

APPROVED, SIGNED AND RETURNED by me to the Common Council of the City of Hobart, on this 4<sup>th</sup> day of December, 2019.

  
BRIAN K. SNEDECOR, Mayor

ATTEST:

  
DEBORAH A. LONGER, Clerk-Treasurer

## AGREEMENT FOR DEVELOPMENT OF PARCEL

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between BECKNELL INDUSTRIAL, LLC, a Delaware Limited Liability Company admitted to do business in the State of Indiana with principal offices located at 2750 East 146<sup>th</sup> Street, Carmel, Indiana 46033 (the "Company"), INDIANA BECKNELL INVESTORS 2011 LLC, a Delaware Limited Liability Company admitted to do business in the State of Indiana with principal offices located at 2750 East 146<sup>th</sup> Street, Carmel, Indiana 46033 (the "Parcel "B" Owner"), the CITY OF HOBART, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana with principal offices at 414 Main Street, Hobart, Indiana 46342 and the BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF HOBART, an instrumentality of the City of Hobart, with offices at the same address ("Board"). The City and Board are collectively referred to as the "City."

### Recitals

WHEREAS, the Company is in the business of real estate development for logistical, light industrial and commercial properties, and the Company, and one or more of its related entities, previously acquired significant real estate in the City of Hobart and established the NorthWind Crossings industrial park. The Company has constructed a number of large projects in NorthWind for a variety of companies involved in distribution and manufacturing; and

WHEREAS, the City is an Indiana municipality of approximately 30,000 persons, strategically situated in Lake County along I-65 near its junction with Interstate Highways 80, 90, 94 and several rail lines. The Board is an instrumentality of the City empowered to issue and approve City contracts and to supervise the City's Public Works and emergency services departments; and

WHEREAS, the Company is under conditional contract to purchase a 16.5078 acre parcel of partially improved land on 69<sup>th</sup> Avenue owned by Nick Fitousis, Nitsa Phillips-Coulson and Kaliopi Kladia, hereinafter referred to as the "Current Owners" said parcel being contiguous to and East of the parcel at the Northeast corner of 69<sup>th</sup> and Mississippi Street and legally described as:

that parcel of land conveyed July 26, 2007 by virtue of a quit-claim deed Recorded August 31, 2007 in Instrument Number 2007-070831, in the Office of the Recorder of Lake County, Indiana: That part of the West ½ of the East 2/5 of the West ½ of the Southwest ¼ of section 11, and the East 1/5 of the West ½ of the Southwest ¼ of Section 11, in Township 35 North Range 8 West of the 2<sup>nd</sup> principal meridian laying South of the right of way of the Chicago and Grand Trunk Route Railway, Lake County, Indiana.

Said parcel bears Property Number 45-12-11-300-009.000-046, and is referred to herein as Parcel "A;" and

WHEREAS, the Parcel "B" Owner has previously acquired title to the parcel contiguous to Parcel "A" to the East consisting of approximately 35.51 acres of partially improved land in the City and legally described as:

that parcel of land conveyed December 20, 2011 by virtue of a Warranty Deed Recorded January 6, 2012 in Instrument Number 2012-002376, in the Office of the Recorder of Lake County, Indiana: The East half of the Southwest quarter of Section 11, Township 35 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana, lying South of the South right of way line of The Northwestern Grand Trunk Railway Company.

Such parcel bears Property Number 45-12-11-300-010.000-046, and is referred to herein as Parcel "B;" and

WHEREAS, the Company and Current Owners filed Petition No. 19-40 with the Plan Commission of the City of Hobart ("Commission") seeking to rezone Parcel "A" to the M-1 PUD zoning classification from the R-3 classification, and the Commission, having conducted public hearing on said Petition, and having considered same, favorably recommended said rezone to the Common Council ("Council") of the City, said recommendation being certified to the Council on October 9, 2019; and

WHEREAS, the proposed use for Parcel "A" to be rezoned is shown on the petition as "industrial warehousing or manufacturing;" and

WHEREAS, the City, since 2015, in partnership with the Redevelopment Commission ("RDC"), has envisioned a road system that will be needed to support future light industrial development in the Southwest quadrant of the City including Parcels "A" and "B", and has adopted a Thoroughfare Plan based on a traffic management study performed by the engineering firm of Butler, Fairman & Seufert, Inc. under contract with the City which establishes roadway and traffic management system requirements throughout this area; and

WHEREAS, 69<sup>th</sup> Avenue, in a substantially improved condition, is a critical link in this system serving as the connection between Mississippi Street and I-65 to all of the parcels along 69<sup>th</sup> Avenue or South of 61<sup>st</sup> Avenue East of Colorado Street. The City Engineer has determined that 69<sup>th</sup> Avenue is not currently in a suitable condition to support the light industrial development proposed for Parcels "A" and "B" and their neighboring parcels, but will be in a suitable condition upon the City's substantial completion of road improvements by November 2020; and

WHEREAS, extensive expenditures on road improvements will be required to accommodate the uses proposed for these parcels, including the widening and reconstruction of 69<sup>th</sup> Avenue with a roundabout at its intersection with Colorado Street, and the City requires that developers proposing light industrial, manufacturing, and warehousing and distribution uses on 69<sup>th</sup> Avenue contribute real property to the City for right of way purposes, and contribute funds for their fair share of the thoroughfare and traffic management improvements on 69<sup>th</sup> Avenue or some other mutually agreeable consideration to the City; and

WHEREAS, the City development and redevelopment groups and staff have developed design standards which have been adopted into the Hobart Municipal Code along with design guidelines which are recommended to be followed in order to obtain local economic development incentives. These standards and guidelines are to be made a part of the covenants for Parcels "A" and "B," and are attached hereto as Exhibit "A," and are hereinafter referred to as the "Development Covenants;" and

WHEREAS, the City desires to apply the Development Covenants to Parcels "A" and "B" to assure that the buildings constructed on the 69th Avenue parcels are consistent with the newly adopted Thoroughfare Plan, attractive, properly screened, and fit in with other likely development nearby; and

WHEREAS, the City administration has conducted discussions with the Company and Parcel "B" Owner to obtain its agreement to said contributions of land, funds, and the Development Covenants, and the parties, having reached agreement on these and other related matters, desire to memorialize such agreement in this instrument.

THEREFORE, IN CONSIDERATION of the mutual promises, terms and conditions hereinafter set forth and intending themselves to be legally bound, the Company, Parcel "B" Owner and City agree as follows:

**1. Conveyances of Rights of Way.** Within ten (10) days after closing of the Company's purchase of Parcel "A," Company shall execute conveyances to the City, or to any instrumentality of the City determined and directed by the City executive, by quit-claim deed, the following described portion of Parcel "A" for right-of-way purposes in connection with the improvement of 69<sup>th</sup> Avenue East of Mississippi Street in the City:

From Parcel "A:"

The South 40 feet of the following described property, said property being that parcel of land conveyed July 26, 2007 by virtue of a quit-claim deed Recorded August 31, 2007 in Instrument Number 2007-070831, in the Office of the Recorder of Lake County, Indiana: That part of the West ½ of the East 2/5 of the West ½ of the Southwest ¼ of section 11, and the East 1/5 of the West ½ of the Southwest ¼ of Section 11, in Township 35 North Range 8 West of the 2<sup>nd</sup> principal meridian laying South of the right of way of the Chicago and Grand Trunk Route Railway, Lake County, Indiana.

Said South 40 feet containing 0.484 acres, more or less, inclusive of the presently existing right of way which contains 0.242 acres, more or less, for a net additional conveyance of 0.242 acres, more or less.

Within thirty (30) days following the date of this Agreement, Parcel "B" Owner shall execute conveyances to the City, or to any instrumentality of the City determined and directed by the City executive, by quit-claim deed (the "Parcel 'B' Conveyance"), the following described portion of Parcel "B:"

From Parcel "B:"

The South 40 feet of the following described property, said property being that parcel of land conveyed December 20, 2011 by virtue of a Warranty Deed Recorded January 6, 2012 in Instrument Number 2012-002376, in the Office of the Recorder of Lake County, Indiana: The East half of the Southwest quarter of Section 11, Township 35 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana, lying South of the South right of way line of The Northwestern Grand Trunk railway Company.

Said South 40 feet containing 1.212 acres, more or less, inclusive of the presently existing right of way which contains 0.606 acres, more or less, for a net additional taking of 0.606 acres, more or less.

Said conveyance of the right-of-way for Parcel "A" and all other obligations and liabilities of the Company with respect to Parcel "A," subject to the terms and conditions of Section 3 (c) below, are expressly conditioned upon Company's closing of purchase of Parcel "A" on or before January 31, 2020. The Parcel "B" conveyance as provided in Section 1 above shall occur whether or not Company closes on the purchase of Parcel "A."

**2. Development Covenants.** The Company and Parcel "B" Owner agree that they will execute written Development Covenants governing the development of Parcels "A" and "B", which are attached hereto as Exhibit "A". Such Development Covenants will consist of those developmental standards and guidelines currently contained in the Municipal Code of the City of Hobart ("HMC") as applied in compliance with the determination of the City Plan Commission (for example, and without limitation, HMC §154.308). Said Development Covenants shall constitute commitments made to induce the City to grant the Company's pending rezone petition for Parcel "A", and shall be recorded by the Company promptly after the Company closes its purchase of Parcel "A" as provided for below, run with the land and conform to the requirements of HMC §154.301. The Development Covenants are attached as Exhibit "A."

**3. Development Contributions.** The Company agrees:

a. That it will pay to the City the sum of Eight Hundred Sixty Two Thousand and no/100 U.S. Dollars (\$862,000.00) as the Company and Parcel "B" Owner's fair share of construction costs necessary to improve 69<sup>th</sup> Avenue. This sum is due and payable within three (3) business days after the later to occur of (1) the Company's closing on the purchase of Parcel "A"; and (2) the execution and delivery of a build-to-suit lease for the building to be constructed by the Company on Parcels "A" and "B" with a business identified at the time of execution of this agreement only as "Project X" due to confidentiality requirements. In addition, the Company agrees to pay to the City the sum of Seventy Five Thousand and no/100 U.S. Dollars (\$75,000.00) as its and Parcel "B" Owner's contribution toward the cost of construction of a left hand turn lane at one of the two ingress/egress drives into the site of said building. This left hand turn lane will be constructed by the City to accommodate traffic generated by Project X. This

sum is also due within three (3) business days following the later to occur of (1) the Company's closing on the purchase of Parcel "A"; and (2) the execution and delivery of said build-to-suit lease between the Company and Project X.

b. If the Company does not close on the purchase of Parcel "A" on or before January 31, 2020, and a build-to-suit lease between the Company and Project X is not executed and delivered by February 1, 2020, it is agreed that:

(i) The Parcel "B" Owner will pay to the City, as its fair share of construction costs necessary to improve 69<sup>th</sup> Avenue, the sum of Six Hundred Fourteen Thousand Twenty and no/100 U.S. Dollars (\$614,020.00) by no later than February 15, 2020, and that neither Parcel "B" Owner, nor the Company will be required to make the payments required by subsection (a) above.

(ii) The Parcel "B" Owner further agrees to pay to the City the sum of Ninety Five Thousand and no/100 U.S. Dollars (\$95,000.00) as Parcel "B" Owner's contribution toward the cost of construction of a left hand turn lane at a drive location yet to be determined. This left hand turn lane will be constructed by the City to accommodate traffic generated by future development on Parcels "A" and "B". This sum is due by no later than February 15, 2020.

c. In the event that the Company does not close on Parcel "A" on or before January 31, 2020, and a build-to-suit lease between the Company and Project X is not executed and delivered by February 1, 2020, but the Company, or any wholly-owned subsidiary of Becknell Industrial Operating Partnership, L.P., closes on the purchase of Parcel "A" at any time within two (2) years from the date of execution of this Agreement, the owning entity that closed on the purchase of Parcel "A" will pay to the City the sum of Two Hundred Forty seven Thousand Nine Hundred Eighty and no/100 U.S. Dollars (\$247,980.00) as its fair share of construction costs necessary to improve 69<sup>th</sup> Avenue for Parcel "A." This sum is due not later than ten (10) days after such closing, and is in lieu of payments set forth in subsection (a) above, and is in addition to the payment in subsection (b) above.

d. The parties hereby acknowledge and agree that as a condition of a past tax abatement granted by the City to Parcel "B" Owner, or its affiliate, Parcel "B" Owner, or its affiliate, had agreed to install a traffic light along Mississippi Street. Accordingly, the amount of One Hundred Fifty Five Thousand One Hundred Thirty Nine and no/100 U.S. Dollars (\$155,139.00) was put into escrow as security for the obligation to perform the same (the "Escrow Amount"). Company and Parcel "B" Owner agree to release, or caused to be released, the Escrow Amount to the City within three (3) business days after the passage of the Ordinance rezoning Parcel "A." This payment will render null and void any obligation by the Company, Parcel "B" Owner or any of their related entities and affiliates to install the traffic light along Mississippi Street as had previously been, may currently be, or in the future may be required.

Failure to make the payments required above within three (3) business days following the due date specified for each, and failure to remedy same within two (2) business days after receipt of

written notice by the City may result in the imposition of the sanctions specified in the following Section 4.

All payments required under this Section shall be made in the Office of the Clerk-Treasurer, City of Hobart, 414 Main Street, Hobart, Indiana 46342, by wire transfer or certified check. Upon the making of the conveyances, contributions, and release, as set forth herein, the parties acknowledge and agree that, with the exception of the installation of streetlights under the provisions of Section 4 and sidewalks under the provisions of Section 5, with respect to Parcel "A" and Parcel "B," the Company, Parcel "B" Owner or any of their related entities, affiliates, successors and assigns, shall have no obligation or future obligation to make any public infrastructure improvements, including, without limitation, to or along 69<sup>th</sup> Avenue, nor shall the Company, Parcel "B" Owner or any of their related entities, affiliates, successors and assigns, be obligated to make any further contributions towards any public infrastructure improvement of the City, including, without limitation, to or along 69<sup>th</sup> Avenue, with the exception of improvements to Parcels "A" and "B" that may be required by the City Plan Commission in order to confer site plan approval for either or both Parcels "A" and "B," including dedication of a strip of land at the Eastern boundary of Parcel "B" not to exceed sixty feet (60') in width for the purpose of constructing a public thoroughfare. Furthermore, upon Company and Parcel "B" Owner making the conveyances, payments, contributions, and release, as set forth herein, the City agrees, at its cost and expense, to carry out the project approved by the Hobart Redevelopment Commission to widen and improve 69<sup>th</sup> Avenue from Mississippi Street to Colorado Street, including the construction of a roundabout intersection at 69<sup>th</sup> Avenue and Colorado Street, the construction of the left-hand turn lane as set forth above (collectively, the "City Infrastructure Work"), all of which is scheduled to commence in Spring of 2020 and be completed in 2021. Notwithstanding anything contained within this Agreement, or any law, rule, regulation, or ordinance to the contrary, the City agrees that it shall not refuse to issue or delay the issuance of a temporary certificate of occupancy for any improvements constructed on Parcel "A" and/or Parcel "B" even if the City Infrastructure Work has not yet been completed.

**4. Sanctions for Non-Payment.** As part of the consideration for the covenants contained in Sections 1 through 3 of this Agreement, inclusive, the City, as part of its project to improve 69<sup>th</sup> Avenue, and only if the payments required under Section 3 above are timely made in full or remedied within two (2) business days after receipt of written notice from the City, will install streetlights within the frontage limits of Parcels "A" and "B" at City expense if the lighting plans for the 69<sup>th</sup> Avenue project require them. In the event that any such payment is not timely made in full, and remedied within two (2) business days after receipt of written notice from the City, the City may, at its sole option, and without redress from the Company, refrain from installing the streetlights, and require the Company to do so in accord with the applicable development covenants and City standards. In addition, the City may commence suit against the Company to recover any amounts not paid pursuant to Section 3, and may recover, in addition, its attorney fees and reasonable expenses of litigation if it is the prevailing party in any such litigation.

**5. Sidewalk Waiver.** Upon a favorable recommendation from the Plan Commission, the Board will approve a petition for a sidewalk waiver which will defer their installation until notice from the City is issued to the Company and Parcel "B" Owner requesting

the sidewalks be installed within six (6) months, weather conditions permitting. The City agrees that no such request shall be made for a period of three (3) years from the date of the execution of this Agreement.

**6. Tax-Based Incentives.** The parties agree that the Company shall not be eligible to receive any tax-based incentive from the City of Hobart for Project X unless all amounts due or to become due under Section 3 are timely paid in full and the 69<sup>th</sup> Avenue right-of-way parcels described in Section 1 have been fully conveyed to the City under the terms of that section. Tax-based incentives shall be applied for and their grant subject to the City's application requirements, resolutions and policies, exaction fee as provided by law, all procedural steps required by the laws of the State of Indiana, and the approval of the Common Council of the City. The grant or denial of such incentives is an exercise of legislative discretion, and is based on the economic and job development factors prescribed by law. The execution of this Agreement does not, to any extent, obligate the City to grant any such incentive.

**7. Notice of Tax Appeals.** The Company represents and affirms that, at the time of its execution of this Agreement, there are no appeals currently pending or anticipated to be filed by the Company or affiliated companies for Parcels "A" and "B" now and during the next eighteen (18) months. With respect to any appeal to be filed by the Company or its affiliated companies for either one or both of said parcels, the Company agrees to provide to the City through its Mayor and Director of Development, fifteen (15) days in advance of filing any real or personal property tax appeal, a written explanation as to why the appeal is being filed, along with complete copies of the appeal documents, including all schedules and exhibits.

**8. Grant of Rezone; Termination.** The parties agree that the foregoing covenants are made to induce the Common Council of the City to grant the Company's rezone of Parcel "A" through the final adoption of a suitable rezone ordinance as required by law. The parties further agree that the rezone ordinance will be approved by the Common Council on December 4, 2019 (the "Approval Date"), who shall provide written proof of such rezone ordinance approval to the Company. Should the Council deny the rezone ordinance on the Approval Date, this agreement shall terminate and be of no further force or effect. In the event that the Council fails either to approve or deny the rezone ordinance on the Approval Date after receiving the Plan Commission's positive recommendation on the ordinance, by operation of law the rezone ordinance will be deemed adopted and this Agreement shall remain in effect.

**9. Remedies.** Either party may enforce this Agreement at law or in equity. This Agreement shall be construed and enforced under the laws of the State of Indiana. The Parties agree to submit to the exclusive jurisdiction and venue of the courts of the State of Indiana sitting in Lake County, Indiana and the U.S. District Court for the Northern District of Indiana, Hammond Division. The prevailing party in any litigation arising under this Agreement shall be entitled to recover reasonable attorney fees and expenses of litigation. EACH PARTY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL CONSIDERATION AND INDUCEMENT TO ITS EXECUTION OF THIS AGREEMENT, AND CONSTITUTES A

KNOWING AND VOLUNTARY WAIVER. Neither party shall be liable for any punitive, special or consequential damages arising under or in connection with this Agreement.

**10. Recordation.** The parties agree that the City may record this instrument only after the Company closes its purchase of Parcel "A," that it binds the Company's successors and assigns, and subsequent parties in title to said Parcels "A" and "B" and the covenants contained herein and in the attached exhibit shall run with the land.

**11. No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and between the Parties that the development of the Parcels "A" or "B" is a private project and a private development. The City and the Company hereby renounce the existence of any form of agency relationship, joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between them.

**12. Authority.** The undersigned persons executing and delivering this Agreement on behalf of each of the Parties represent and certify that they are the duly authorized officers of such Party and have been fully empowered to execute and deliver this Agreement on behalf of such Party and that all necessary actions to execute and deliver this Agreement have been taken by such Party.

**13. Amendments.** This Agreement may be amended, in whole or in part, only by a written agreement executed by the parties and adopted in like manner as this Agreement.

**14. Assignment.** The parties hereby acknowledge and agree that the Company shall be allowed to freely assign its interests in and to this Agreement to a wholly-owned entity of Becknell Operating Partnership, L.P. without the City's consent, but the Company shall promptly provide the City with a copy of the executed instrument of assignment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

*(Signatures on following pages)*





CITY OF HOBART, INDIANA ("CITY")

By: \_\_\_\_\_  
BRIAN K. SNEDECOR, Mayor

ADOPTED and APPROVED by the City of Hobart Board of Public Works and Safety on this 4th day of December, 2019.

CITY OF HOBART BOARD OF PUBLIC WORKS AND SAFETY ("Board"):

\_\_\_\_\_  
BRIAN K. SNEDECOR, Presiding Officer

\_\_\_\_\_  
THOMAS EHRHARDT, Member

\_\_\_\_\_  
RICH LAIN, Member

ATTEST: \_\_\_\_\_  
DEBORAH A. LONGER, Clerk-Treasurer

STATE OF INDIANA        )  
                                  ) ss:  
LAKE COUNTY             )

BEFORE ME, a duly appointed Notary Public in and for said county and state, appeared BRIAN K. SNEDECOR and DEBORAH A. LONGER, Mayor-Presiding Officer of the City of Hobart Board of Public Works and Safety, and Clerk-Treasurer of the City of Hobart, Indiana, respectively, signatories to the above instrument and persons known to me, who acknowledged execution of same in such capacities on behalf of said Board and said City, as their free and voluntary acts, for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
Name Printed: \_\_\_\_\_

S E A L

County of Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF INDIANA        )  
                                  ) ss:  
LAKE COUNTY             )

BEFORE ME, a duly appointed Notary Public in and for said county and state, appeared THOMAS EHRHARDT and RICH LAIN, Members of the Board of Public Works and Safety of the City of Hobart, Indiana, signatories to the above instrument and persons known to me, who acknowledged execution of same in such capacities on behalf of said Board, as their free and voluntary acts, for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

Name Printed: \_\_\_\_\_

S E A L

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

I affirm under the penalty for perjury that I have taken reasonable care to redact each Social Security number in this document unless required by law. Anthony DeBonis, Jr.

*This Instrument prepared by Anthony DeBonis, Jr., Hobart City Attorney,  
ANTHONY DeBONIS, JR. & ASSOCIATES ATTORNEYS AT LAW, LLC,  
214 Main Street, Hobart, Indiana 46342  
(219) 940-9963; Facsimile (219) 940-9965*

**EXHIBIT "A"**

**[To be attached.]**

**EXHIBIT A**  
**NORTHWIND PUD LIGHT INDUSTRIAL DISTRICT**

That part of the west ½ of the east 2/5 of the west ½ of the southwest ¼ of section 11, and the east 1/5 of the west ½ of the southwest ¼ of section 11, in Township 35 North Range 8 West of the 2<sup>nd</sup> principal meridian laying south of the right of way of the Chicago and Grand Trunk Route Railway, Lake County, Indiana.

And;

The East half of the Southwest Quarter of Section 11, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying South of the South right-of-way line of the Northwestern Grand Trunk Railway Company.

**I. USE AND BULK REGULATIONS IN THIS PLANNED UNIT DEVELOPMENT.**

(A) Use and bulk regulations applying specifically to this PUD are set forth in this subchapter.

(B) Also applying to this PUD are additional regulations set forth in other subchapters and sections of this chapter of the Hobart Municipal Code (HMC) as follows:

- (1) Section 154.004, Zoning districts, establishment and application;
- (2) Section 154.005, Rules and interpretation of district boundaries;
- (3) Section 154.006, General provisions and supplementary district regulations;
- (4) Section 154.007, Definitions;
- (5) Sections 154.295 et seq., Planned Unit Development Districts;
- (6) Sections 154.320 et seq., Mobile Homes and Mobile Home Parks;
- (7) Sections 154.355 et seq., Off-Street Parking and Loading;
- (8) Sections 154.375 et seq., Signs;
- (9) Sections 154.415 et seq, Site Plan
- (10) Conditional Uses (see editor's note at end of chapter analysis);
- (11) Sections 154.460 et seq., Non-conforming Uses and Non-conforming Buildings; and
- (12) Sections 154.480 et seq., Administration and Enforcement.  
(Prior Code, § 24-102) (Ord. 97-15; Ord. 2001-41)

Citations to the Hobart Municipal Code (HMC) above shall apply to the version of the code in effect at the adoption date of this ordinance and any revision of said code shall apply to the same or similar subject which may be enacted in the future.

## II. PURPOSE.

The purpose of this subchapter is to establish a district designed and intended to accommodate; retail, service, production, processing, cleaning, repair, testing, wholesaling and warehousing uses, and other miscellaneous uses which are most compatible with uses typically located in a light industrial park setting with access to major highways, expressways and railroads. Care is taken to insure minimal land use and traffic conflicts and to provide adequate separation from residences.

(Prior Code, § 24-103) (Ord. 97-15; Ord. 2001-41)

## III. LIMITATIONS OF USE.

Permitted uses in this NORTHWIND PUD district are subject to the following additional general limitations:

(A) Dwelling units are not permitted;

(B) All production, servicing and processing shall be conducted in completely enclosed buildings unless otherwise indicated hereafter. Within one hundred fifty feet (150') of any residence district, all storage shall be within completely enclosed buildings or structures, and storage located elsewhere in this district may be open to the sky but shall be enclosed by a solid wall or by solid fences and as otherwise provided for in this chapter, unless otherwise permitted by HMC §154.307 OPEN LOT SELLING;

(C) However, open off-street loading facilities and open off-street parking of motor vehicles may be unenclosed, except for the screening of parking and loading facilities as required under the provisions as set forth in OFF-STREET PARKING LOADING commencing with HMC §154.355 ; and

## IV. PERMITTED USES.

The following listed uses are permitted within this district provided the use does not violate any performance standards listed in the following section:

- (1) Warehousing
- (2) Distribution
- (3) Assembly
- (4) Laboratories
- (5) Office
- (6) Research and Development
- (7) Vehicle Repair and Maintenance- if contained within a completely enclosed building and accessory to a permitted use listed.
- (8) Equipment rental company with accessory fuel island. (Limit one operational rental company within the boundaries of the NORTHWIND PUD at a time)
- (9) Process Production

- (10) Manufacturing
- (11) Food Production
- (12) Beverage, bottling and distillation of alcoholic and non-alcoholic.
- (13) Retail Sales- if done in conjunction with a primary permitted use.
- (14) Indoor sports and recreation
- (15) Call Center or Data Center
- (16) Contractor and Construction Shop
- (17) Paper Product recycling
- (18) Welding or Soldering
- (19) Fabrication
- (20) Dry Cleaning and pressing plants.
- (21) Electrical Equipment
- (22) Pharmaceutical products
- (23) Textiles
- (24) Parking if accessory to a permitted use
- (25) Stamping
- (26) Printing
- (27) Training facility
- (28) Product Testing

#### V. EXCLUSIONS

The following listed uses are excluded and prohibited within this district:

- (1) Auto body repair
- (2) Truck terminal or express facility
- (3) Truck Stop
- (4) Fur goods
- (5) Meat Processing of any type

- (6) Television, Cellular or Radio Towers
- (7) Concrete or Asphalt batch plant
- (8) Religious congregations
- (9) Smelting
- (10) Fuel Refining
- (11) Recycling Center (except paper products)
- (12) Salvage Yard
- (13) Foundry

## VI. LIGHT MANUFACTURING DEVELOPMENT AND DESIGN GUIDELINES

(A) *Lot Standards* - Lot Standards for each use dictate the minimum and/or maximum standards that apply to lots with a PUD Zoning District in a manufacturing/light industry use.

- (1) Manufacturing and Light Industry Use: Minimum and/or maximum standards that apply to lots/parcels/sites with manufacturing and/or light industry use.
  - (a) Minimum Lot Area: 5 acres
  - (b) Minimum Lot Width: One hundred fifty feet (150'). The minimum lot width is the allowable horizontal distance between the side property lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the front setback line.
  - (c) Minimum Lot Frontage: Seventy feet (70') on a public street. The minimum length of a lot frontage shall be measured between side lot lines at the street right-of-way or private street easement.
  - (d) Maximum Lot coverage: Seventy-five percent (75%) for all primary and accessory structures, drives and parking.

(B) *Yards and Setbacks* – Yard Setbacks for each use dictate the minimum and/or maximum standards that apply to lots/parcels/sites in a PUD Zone District with a manufacturing/light industry use.

- (1) Manufacturing/Light Industrial Use. Standards for each use dictate the minimum and/or maximum standards that apply to lots/parcels/sites with a manufacturing and/or light industry use:

- (a) Front: Minimum of forty feet (40') from a local street road classification/cul-de-sac, forty-five feet (45') from a collector street road classification and fifty feet (50') from a major arterial. The horizontal space between the front lot line and the front setback line, extending to the side lines of the lot, generally parallel with and measured from the front lot line, defining the area in which no building or structure may be located above ground, except as provided here in.
  - (b) Side: Minimum forty feet (40'). The horizontal space between the side lot lines and the side setback lines, extending to the front and rear lot lines, generally parallel with and measured from each side lot line, defining the area in which no building or structure may be located above ground, except as provided here in. For corner and through lots, any side of a structure that faces a street shall meet front setback requirements.
  - (c) Rear: Minimum fifty feet (50'). The horizontal space between the rear lot line and the rear setback line, extending to the side lines of the lot, generally parallel with and measured from the rear lot line, defining the area in which no building or structure may be located above ground except as provided here in. For through lots, the rear of the structure facing a street shall meet front setback requirements.
- (2) All uses in a PUD Manufacturing/Light Industry: Minimum and/or maximum standards that apply to lots/parcels/sites with a manufacturing/light industry use:
- (a) Required front yards may include pedestrian walks, drives, entrance guard boxes, flag poles, fences, screening walls and similar appurtenant structures. Required side and rear yards may include pedestrian walks, driveways, interior access driveways, interior access drives, off-street parking areas, entrance guard boxes, flag poles, fences, screening walls and similar appurtenant structures.
  - (b) Naturally Sensitive Areas Setback: Forty foot (40') minimum setback distance shall exist when structural development occurs on a lot or parcel that is adjacent to naturally sensitive areas including but not limited to riparian areas and wetlands. The Planner, or his/her designee may determine if a feature constitutes a naturally sensitive area. This setback shall overlap front, side, and rear setbacks. The setback with the largest width shall apply.

(C) *Site Layout*: Orientation, Circulation, and Parking, all uses:

- (1) Site planning encourages compatibility between the site and the buildings, and between all buildings on the site is encouraged. Grading and other modifications to topography shall be permitted but shall avoid negative drainage impacts.
- (a) All streetscape elements along corridors, such as pavers, light posts, planters, trash receptacles and tree grates shall be coordinated from one development to the next.

- (b) Where natural or existing stands of woodlands, heritage trees, or topographic patterns contribute to a development, they shall be conserved and integrated.
- (c) Site furnishings, including but not limited to: benches, trash receptacles, bollards, and pedestrian-scale lighting shall be incorporated into new streetscapes and site development projects
  - 1. All exterior light standards, tree grates, seating, etc. shall include durable dark finished metal, wood, or other similar materials or,
  - 2. Alternative color and material variations shall be considered when the design of the site furnishings are directly related to the architectural materials and treatment of the building.
  - 3. Site furnishings shall be located within the most active areas of the public realm, such as along walkways or near building entries to accommodate and animate active and passive use and in a manner that do not impede pedestrian or vehicular transportation and access.
  - 4. All site planning and site furnishings shall ensure pedestrian ways are in compliance with the Americans with Disabilities Act (ADA) and ADA Standards for Accessible Design.
- (2) Buildings shall be oriented in a linear form to hide or minimize large expanses of parking and create a complete street atmosphere, add to the human scale of development and a more pedestrian friendly environment. Buildings on islands surrounded by parking should be avoided.
- (3) Newly installed infrastructure and service revisions necessitated by exterior alterations shall be underground.
- (4) Refuse and waste removal areas, service areas/yards, storage yards, and exterior work areas shall be screened from view from public ways, using materials consistent with the building design.
- (5) Minimum Public Street Access: All lots shall be required to have legal access to a public street for both vehicle and pedestrian traffic.
- (6) Building Orientation and Site Design.
  - (a) All building facades facing an interstate highway, major or minor arterial or collector road classification or a residential district or use shall have a cohesive architecture treatment on all faces as well on any solid screening elements, such as walls, and must be a finished façade in compliance with the requirements in Section VI.(I).

- (b) Loading Spaces – No loading spaces shall be permitted to face a major or minor arterial, collector road classification or other street where a residential district or use exists on the opposite side of said street, unless screened using a Type 3 screening buffer, as indicated in Section VI (G) (5) (c) Bufferyard Type Requirement Table.
- (c) Outside Storage – No outside storage shall be permitted between an established building line and the right-of-way of a major or minor arterial or collector or other street where a residential district exists on the opposite side of said street.

(D) *Street, Vehicular, and Pedestrian Circulation.*

- (1) Major arterials and major collector road classifications must have reasonable restrictions as to the numbers and location of access points in order to provide safe and sufficient traffic movement to and from adjacent lands.
  - (a) Frontage roads, access roads, and other internal drives shall be classified as major and minor arterials and major collector streets must be constructed to create a hierarchy of roads for safe on-site circulation. These internal drives shall provide pedestrian access and landscaping.
  - (b) Shared access shall be coordinated with contiguous lots. Access at the side or rear of buildings is encouraged.
  - (c) New access points onto the major and minor arterials shall be coordinated with existing access points whenever possible and approved by the Plan Commission.
  - (d) Cross-access easements shall be required between adjacent compatible developments.
- (2) No curb cuts shall be within two hundred feet (200') of any intersection of public roads.
- (3) Opposing curb cuts shall align squarely or upon approval be offset no less than fifty feet (50').
- (4) Stub streets shall be built in all cases where adjacent lots have reasonable potential for development.
- (5) Entry drives of the development shall not exceed forty feet (40') in width.
- (6) Sidewalk and Pedestrian Circulation shall complement the building design and site utilization in color, form, geometry, orientation and location. And including:
  - (a) Sidewalks shall be required on at least one (1) side of each street within a development.

- (b) Sidewalks shall be at least five feet (5') wide except those located on a street designated for a minimum eight foot (8') wide multi-use path, trail, or as part of a bicycle and pedestrian master plan.
- (c) A five foot (5') wide sidewalk shall connect the primary facade entrance to an adjacent public or private street sidewalk.
- (d) Non-fixed surfacing such as decomposed granite, and similar, is prohibited.

(7) Bicycle Facilities

- (a) Bicycle parking areas shall be provided in proportion to the total number of parking spaces installed as follows:
  - 1. A minimum of one (1) bicycle parking space shall be provided per thirty (30) vehicle parking spaces.
  - 2. No more than fifteen (15) bicycle parking spaces shall be required for any primary structure.
- (b) Bicycle parking spaces shall be located within sixty feet (60') of the main entryway into the primary structure or be located inside the primary structure.
- (c) A bike rack or bike locker shall be installed to secure the bicycles.

- (8) Additional easements for the provision of enhancement of transit shall be provided.

(E) *Outside Sales, Display, and Storage*

- (1) All office-service, planned business park, and/or manufacturing/light industry uses, services, processing or storage shall be conducted in completely enclosed buildings unless outside/outdoor sales, displays, and storage complies with the indicated regulation hereafter.
- (2) Outside/outdoor sales, displays, and storage, uses, services, processing or storage within an office-service, planned business park, and/or manufacturing/light industry use shall be conducted in completely enclosed buildings; except when outside/outdoor sales, and display are in conjunction with "drive-in" "drive-thru" establishment type uses offering goods and services directly to customers waiting in parked motor vehicles; and shall be in compliance with open lot selling guidelines when applicable as outlined in HMC §154.307 OPEN LOT SELLING.
- (3) Outside/outdoor storage areas, regardless of size, shall be on hard-surfaced, dust-free pavement. The pavement type and thickness shall be reviewed at the Site Plan Review Committee prior to obtaining Plan Commission approval, taking into consideration soil conditions and traffic loading. Pervious pavements and pavers including durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads shall also be considered.

- (a) Screening shall be provided for outdoor storage areas that are greater than five hundred (500) square feet from the parking lot and primary roadways by installing a minimum twenty-four inch (24") opaque wall constructed from the same building material as the primary structure, and integrated into the design of the primary structure. The wall may be topped with a transparent fence.
  - (b) Outdoor storage within an area of five hundred (500) square feet or less shall not block handicapped parking areas, parking lot access aisles, and shall maintain a forty-two inch (42") clearance on all sidewalk
  - (c) A Type 1 landscaped buffer yard as described in section IV.(G)(5)(c) may also be used.
  - (d) Screening. Outdoor storage of the types described below shall be screened with an opaque fence, split face block wall, continuous evergreen screen, or a combination of the three. The screen must measure a minimum of eight feet (8') in height. The fences or walls shall be compatible with or constructed from the same building material as the primary structure, and integrated into the design of the primary structure.
- (4) Storage in Required Setbacks: No portion of any setback shall be used for permanent storage except during construction and in accordance with the terms of this section.
  - (5) Bulk Storage for any use in which bulk storage is permitted for structures, buildings or aboveground tanks used for bulk storage of flammable or explosive liquids, gases or other material and shall meet screening requirements in section VI.(O)(1).
    - (a) Bulk Storage shall not be located closer than fifty feet (50') to the property line.
    - (b) Bulk Storage shall be enclosed within an opaque fence, or equivalent, of not less than eight feet (8') high, except as otherwise required by this section.
    - (c) Bulk Storage Lots shall be screened according to the provisions of this section.
  - (6) However, open off-street loading facilities and open off-street parking of employee, customer/consumer motor vehicles may be unenclosed, except for the screening of parking and loading facilities as may be required under the provisions as set forth herein.

*(F) Off Street Parking and Loading*

- (1) Parking: As required under the provisions as set forth in OFF-STREET PARKING LOADING commencing with HMC §154.355 or as amended herein sets forth minimum requirements for parking lot design and buffering. Parking areas shall be planned to transition from the streetscape to the structure and to provide for adequate planting and safe pedestrian movement. The following standards / guidelines supplement those requirements.

(a) Minimum Parking Requirements:

1. One (1) space per three thousand (3,000) square feet of gross floor area or as amended for each change of use and approved by the Hobart Plan Commission.
2. Parking areas, wherever possible, shall be located to the side and rear of structures and away from streets and highways, thereby using buildings or other architectural elements as a visual barrier.
3. Parking spaces shall not directly abut structures. Provide adequate space of fifteen feet (15') minimum for walkways and landscaping between parking and structures.
4. Landscape plantings and trees shall be required on the perimeter and within parking lots to reduce the visual impact of large open areas of pavement and to reduce the buildup of heat on dark colored paving (heat island effect). Refer to section VI.(H) for planting requirements. The landscape plantings will also reduce stormwater runoff.

(2) Loading Berths: As required under the provisions as set forth in HMC §154.360 ADDITIONAL LOADING REQUIREMENTS and §154.361 SCHEDULE OF LOADING REQUIREMENTS; and including the following standards/guidelines supplement those requirements.

(a) Loading areas shall be located as specified in above and:

1. Loading berths shall be designed with a minimum sixty foot (60') concrete apron area immediately adjacent to the structure.
2. Loading berths shall provide for a minimum total depth of one hundred thirty feet (130') of clear area pavement (no parking included).
3. Loading berths shall be designed with a minimum twelve foot (12') by sixty foot (60') clear area dedicated for ingress-egress to the loading berth.
4. Loading berths shall be prohibited within two hundred feet (200') feet of a residential use.

(b) Loading areas shall be recessed into the mass of the building or creatively blend it into the landscape using building offsets, screen walls, berms, and other design techniques.

- (c) All loading/delivery areas and delivery doors shall be screened so as not to be visible from or cast light onto any adjacent residential area, or pedestrian way while vehicles are parked or moving. Landscaping can be used to supplement the screening.

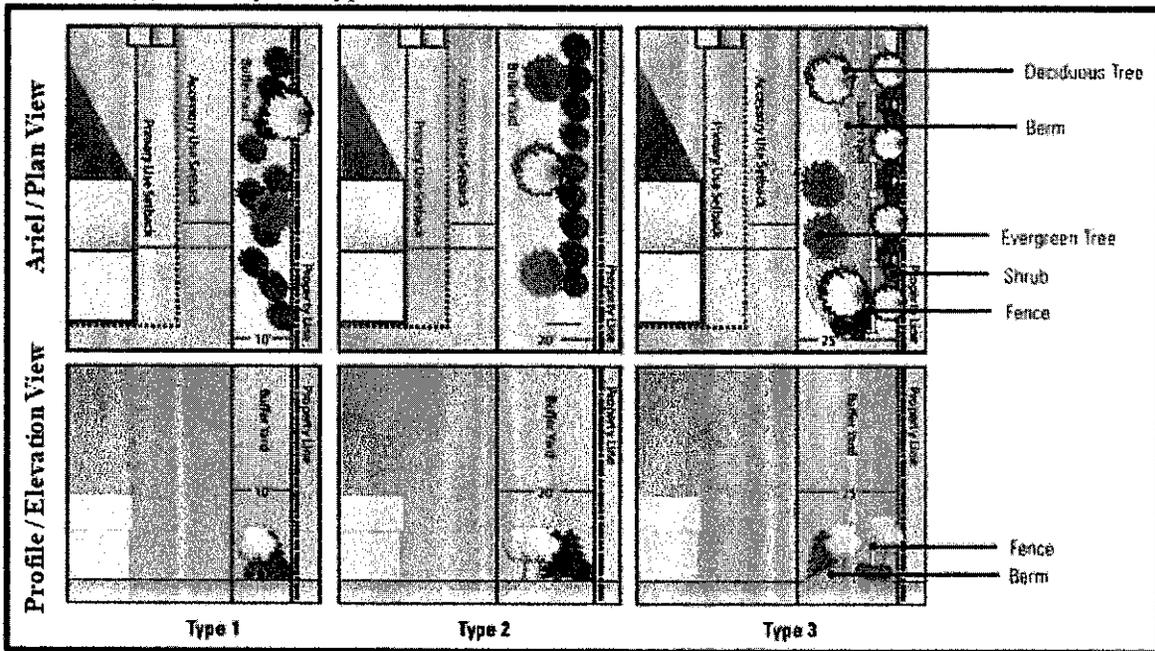
(G) *Bufferyards and Screening* – The intent of the buffering and screening standards is to lessen the potential conflicts between the possible uses in one zoning district and those uses in adjacent districts. Screening minimizes the friction between incompatible land uses and improves the aesthetic and functional quality of new development through the use of setbacks and landscaping. The potential degree of conflict between the uses determines the extent of the buffer required.

- (1) The bufferyard standards only apply along the property lines where two (2) dissimilar uses or zoning classifications meet. The required buffer yards shall be installed despite the presence of streets, alleys, and other features. Existing mature vegetation (such as streams and fences rows) may be cited towards required buffering.
- (2) Trees, shrubs and emergent vegetation specifically selected for wetland or pond perimeters should be specified to enhance if not effectively screen detention areas.
- (3) All required bufferyards shall be provided entirely on the subject property and shall be in addition to applicable setbacks required VI.(B).
- (4) All landscape material must be properly maintained, and kept in a neat and orderly appearance, free from all debris and refuse. Landscape materials are intended to grow, spread and mature over time. Pruning, limbing-up, topping and other growth-inhibiting measures may only be used to ensure the public safety and/or health of the vegetation.
- (5) Screening may include landscaping, walls, fences, hedges, berms, and existing vegetation. The buffer width, height, and appropriate screening for similar and dissimilar uses and shall be in accordance with the applicable bufferyard regulations and as shown below in (G) (5) (a), Bufferyard Type Requirement Chart; (G) (5) (b) Bufferyard Type Illustration, and; (G) (5) (c) Bufferyard Type Setback Regulation Table:

(a) Bufferyard Type Requirement Chart.

NEW DEVELOPMENT – PUD ZONING				
EXISTING DEVELOPMENT – LAND USE		PUD Office Service	PUD Planned Business Park	PUD Manufacturing
	Residential	1	3	3
	Office – Service	N/A	3	3
	Neighborhood and Central Business	2	3	3
	Highway Business	2	1	2
	Planned Business Parks	3	N/A	2
	Light Manufacturing/ Industrial	3	1	N/A
	Heavy Manufacturing/ Industrial	3	2	1

(b) Bufferyard Type Illustration.



(c) Bufferyard Type Requirement Table.

Type 1	<p>Bufferyard Type 1 shall include a minimum buffer width of 10 feet in <u>addition</u> to the yard setback otherwise required by this Ordinance. One (1) broad-leaf deciduous canopy tree and one (1) evergreen tree shall be planted in the bufferyard for every 50 feet of boundary between the subject and adjoining properties. All evergreen trees shall be six (6) feet in height at the time of planting.</p>
Type 2	<p>Bufferyard Type 2 shall include a minimum buffer width of 20 feet in <u>addition</u> to the yard setback otherwise required by this Ordinance. One (1) broad-leaf deciduous canopy tree and two (2) evergreen tree shall be planted in the bufferyard for every 50 feet of boundary between the subject and adjoining properties. All evergreen trees shall be six (6) feet in height at the time of planting. One (1) shrub shall be planted for every ten (10) feet of continuous boundary. Shrubs may be clustered.</p>
Type 3	<p>Bufferyard Type 3 shall include a minimum buffer width of 25 feet in <u>addition</u> to the yard setback otherwise required by the Design Guidelines. Two (2) broad-leaf deciduous canopy trees and two (2) evergreen trees shall be planted parallel to the property line in the bufferyard for every 50 feet of boundary between the subject and adjoining properties. All evergreen trees shall be six (6) feet in height at the time of planting. Shrubs shall be planted along 50 percent of the boundary. The plantings shall be supplemented by an earthen berm a minimum four (4) feet in height and a six-foot high opaque fence /wall of wood, masonry or stone so that the overall effect is a minimum height screen of eight (8) feet. A minimum of seventy-five (75) percent of the plant material shall be located on the outside of the fence/wall. Landscaping may be used to mitigate breaks in the berm or fence.</p>

(H) *Landscaping Requirements:* All landscaping shall be used to enhance the public realm. Plantings shall be incorporated to define edges, enhance and direct views, and promote pedestrian use and enjoyment. Landscape plans must use a diverse, coordinated landscape palette to establish visual continuity with a site utilizing a landscape palette of analogous and complementary colors, type, size, coverage, placement and management.

- (1) All portions of every lot not occupied by structures, parking areas, or other paved surfaces shall be designed, constructed, and maintained in accordance with HMC §154.423 (D) (6) (c) *Selection, maintenance, and installation of plant materials*. And be in a cultivated landscape condition to include the following:
  - (a) All open portions of each parcel shall be planted with drought-tolerant grass or other vegetative ground cover.
  - (b) Loose stone, rock or gravel may be used as a landscaping accent, but shall not exceed ten percent (10%) of the area of the required yard in which it is used.
  - (c) All shrubs shall be a minimum of eighteen inches (18”) in height at the time of planting, measured from the top of the rootball.
  - (d) All deciduous trees shall have a trunk measuring a minimum of two and a half inches (2-1/2”) in diameter at six inches (6”) above the rootball at the time of planting.

- (e) Where more than five (5) trees are to be used, a mix of tree species shall be utilized.
  - (f) All evergreen trees shall be a minimum of six feet (6') in height at the time of planting measured from the top of the rootball.
- (2) Hardiness: Plantings that are resistant to drought, do not require heavy irrigation, are resistant to deer, and which are native to Northwest Indiana are encouraged.
- (3) Irrigation is strongly recommended to establish new plantings and to maintain established plantings through dry periods. Suggested equipment includes the following:
- (a) Drip irrigation i.e. Gator Bags, line emitters, and bubblers.
  - (b) Overhead irrigation should be limited to turf or micro sprinklers for small areas.
  - (c) Watering is discouraged from 10 AM – 6 PM and grass should not be watered daily except when establishing new landscaping material.
- (4) Maintenance: All plant materials shall be allowed to grow and mature (after ten (10) year time period) over time and shall only be trimmed in the event of damage or disease. All plant material that dies shall be replaced during the soonest planting season (Spring or Fall). Replacement of dead plants is the responsibility of the property owner who shall:
- (a) Prohibit topping, limbing-up, and other similar practices.
  - (b) Install drought tolerant species for large lot landscaping.
  - (c) Encourage groundcovers in place of turf grass.
- (5) Lot Yard Areas:
- (a) All yards and other open areas that are to remain undeveloped and are not being held for future phased development shall include plant material.
  - (b) A minimum of one (1) tree shall be provided for every five thousand (5,000) square feet of yard area (excluding all common areas, buffer areas, landscape easements, parking lot interior and perimeter landscaped areas, and other similar features).
  - (c) No more than twenty five percent (25%) of trees planted on each lot in these areas may be of an ornamental variety.

(6) Parking Areas:

- (a) Parking lots shall be reasonably screened from streets and adjacent uses using a combination of plant materials, decorative fences, decorative walls, and/or earthen mounds.
- (b) Perimeter Plantings shall include a mix of trees, shrubs and groundcover and shall be planted around the perimeter of parking areas to provide screening, shade and visual variety to include:
  - 1. One (1) tree shall be planted every thirty-five feet (35').
  - 2. A minimum of fifty percent (50%) of the required trees shall be canopy trees.
  - 3. Three (3) shrubs per one (1) parking space shall be planted.
  - 4. Shrubs shall be a minimum of fifty percent (50%) evergreens.

(c) Landscaped islands:

- 1. Shall be provided at the ends of each parking aisle.
- 2. One (1) island with one (1) tree shall be provided per every fifteen (15) spaces.
- 3. No landscape island shall be less than three hundred sixty (360) square feet in area.
- 4. Landscape islands shall be filled with planting soil or existing soil that has been tested and amended to support the plant material.

(d) All required landscape areas shall be protected from vehicle travel through the use of curbing and/or wheelstops.

(e) A minimum of one (1) tree and four (4) shrubs shall be provided for every three hundred sixty (360) square feet of landscaped area.

(7) Plantings. Select plant material from the list of species below where D = Deciduous and E = Evergreen:

(a) Trees for Planting on Streets, Highways, and Parking Lots.

(generally with high canopies, shade producing, hardy)

Botanic Name	Common Name	Type	Mature Height	Tree Category
<i>Acer 'Freemantli'</i>	Freeman Maple	D	50'-60'	Shade
<i>Acer rubrum</i>	Red Maple	D	40'-60'	Shade
<i>Acer saccharum</i>	Sugar Maple	D	50'-70'	Shade
<i>Ginkgo biloba</i> (male only)	Ginkgo	D	40'-60'	Shade
<i>Gleditsia triacanthos inermis</i>	Thornless Honeylocust	D	30'-60'	Shade
<i>Liquidambar styraciflua</i> (Fruitless)	American Sweet Gum	D	40'-60'	Shade
<i>Pyrus calleryana 'Aristocrat'</i>	Aristocrat Pear	D	35'-45'	Shade
<i>Quercus bicolor</i>	Swamp White Oak	D	40'-50'	Shade
<i>Quercus robur</i>	English Oak	D	50'-70'	Shade
<i>Taxodium distichum</i>	Bald Cypress	D	50'-100'	Shade
<i>Tilia cordata 'Green Spire'</i>	Little Leaf Linden	D	40'-50'	Shade

(b) Trees for Planting on Streets, Highways that Minimize Conflict with Overhead Utilities.

Botanic Name	Common Name	Type	Mature Height	Tree Category
<i>Crataegus crus-galli</i> (Inermis)	Cockspur Hawthorn	D	15'-25'	Ornamental
<i>Malus 'Prairie Fire'</i>	Prairie Fire Crabapple	D	15'-25'	Ornamental
<i>Syringa reticulata</i>	Tree Lilac	D	20'-30'	Ornamental

(c) Ornamental Trees for Use in Site Interior or Buffer.

Botanic Name	Common Name	Type	Mature Height	Tree Category
<i>Acer ginnala</i>	Amur Maple	D	15'-20'	Ornamental
<i>Acer griseum</i>	Paperbark Maple	D	20'-30'	Ornamental
<i>Acer palmatum</i>	Japanese Maple	D	15'-20'	Ornamental
<i>Amelanchier canadensis</i>	Juneberry	D	30'-35'	Ornamental
<i>Amelanchier grandiflora</i>	Apple Serviceberry	D	25'-30'	Ornamental
<i>Betula nigra</i>	River Birch	D	40'-60'	Ornamental
<i>Cercis canadensis</i>	Eastern Redbud	D	20'-30'	Ornamental
<i>Cornus kousa</i>	Japanese Dogwood	D	20'-25'	Ornamental
<i>Cotinus coccinea</i>	Smoke Tree	D	15'-20'	Ornamental
<i>Magnolia soulangiana</i>	Saucer Magnolia	D	15'-20'	Ornamental
<i>Magnolia stellata</i>	Star Magnolia	D	10'-15'	Ornamental
<i>Salix matsudana 'Tortuosa'</i>	Corkscrew Willow	D	25'-30'	Ornamental

(d) Evergreen Trees for Use in Site Interior or Buffer.

Botanic Name	Common Name	Type	Mature Height	Tree Category
<i>Abies concolor</i>	White Fir	E	30-50'	Evergreen
<i>Picea abies</i>	Norway Spruce	E	50-60'	Evergreen
<i>Picea glauca densata</i>	Black Hills Spruce	E	50-60'	Evergreen
<i>Picea pungens 'Glauca'</i>	Colorado Blue Spruce	E	60-75'	Evergreen
<i>Pinus strobus</i>	Eastern White Pine	E	50-100'	Evergreen

## (e) Small Shrubs Approved for Screens, Hedges, and Specimen Planting

Botanic Name	Common Name	Type	Mature Height
<i>Aronia melanocarpa</i>	Black Chokeberry	D	4-6'
<i>Buxus microphylla</i> 'Koreana'	Korean Boxwood	E	2-3'
<i>Cotoneaster divaricata</i>	Spreading Cotoneaster	D	5-6'
<i>Euonymus fortunei</i>	Euonymous	E	4-6'
<i>Hydrangea macrophylla</i> 'Nikko Blue' spp.	Nikko blue Hydrangea	D	3-4'
<i>Physocarpus opulifolius intermedius</i>	Dwarf Ninebark	D	4-5'
<i>Rhus aromatica</i>	Fragment Sumac	D	4-6'
<i>Symphoricarpos alba</i>	White Snowberry	D	5-6'
<i>Weigela florida</i>	Flowering Weigela	D	4-5'

## (f) Large Shrubs Approved for Screens, Hedges, and Specimen Planting.

Botanic Name	Common Name	Type	Mature Height
<i>Cornus alternifolia</i>	Pagoda Dogwood	D	15-20'
<i>Cornus sericea baileyi</i>	Redtwig Dogwood	D	8-10'
<i>Cotinus coggygria</i>	Smoke Tree	D	8-10'
<i>Cotoneaster acutifolius</i>	Peking Cotoneaster	D	4-8'
<i>Euonymus alatus compactus</i>	Burning Bush	D	7-10'
<i>Forsythia intermedia</i> Hybrids	Hybrid Forsythia	D	7-10'
<i>Hamamelis virginiana</i>	Common Witch Hazel	D	10-15'
<i>Hydrangea arborescens</i> 'Annabelle'	Annabelle Hydrangea	D	4-15'
<i>Hydrangea paniculata</i> 'Grandiflora'	Peegee Hydrangea	D	6-10'
<i>Juniperus chinensis</i>	Chinese Juniper	E	6-15'
<i>Myrica pennsylvanica</i>	Northern Bayberry	D	5-10'
<i>Picea glauca</i> 'Conica'	Dwarf Alberta Spruce	E	6-10'
<i>Rhus typhina</i>	Staghorn Sumac	D	8-12'
<i>Sambucus canadensis</i>	American Elderberry	D	6-8'
<i>Syringa vulgaris</i> Hybrids	Hybrid French Lilac	D	8-12'
<i>Taxus cuspidata</i> 'Capitata'	Upright Japanese Yew	E	10-25'
<i>Taxus Hicksii</i>	Hick's Yew	E	10-12'
<i>Thuja occidentalis</i> Hybrids	American Arborvitae	E	4-15'
<i>Viburnum dentatum</i>	Arrowwood Viburnum	D	10-15'
<i>Viburnum prunifolium</i>	Black Haw Viburnum	D	10-12'
<i>Viburnum trilobum</i>	American Cranberry Bush	D	8-12'

(g) Low Spreading Shrubs Approved for Borders, Parking Islands, and Groundcover.

Botanic Name	Common Name	Type	Mature Height
<i>Buxus sempervirens</i>	Boxwood	E	2-3'
<i>Cotoneaster apiculata</i>	Cranberry Cotoneaster	D	2-3'
<i>Cotoneaster horizontalis</i>	Rockspray Cotoneaster	D	1-3'
<i>Daphne burkwoodii</i>	Burkwood Daphne	D	3-4'
<i>Euonymus fortunei</i> 'Sarcocoe'	Sarcocoe Euonymus	E	3-4'
<i>Forsythia viridissima</i> 'Bronxensis'	Dwarf Forsythia	D	1-2'
<i>Hypericum patulum</i>	St. John's Wort	D	2-3'
<i>Juniperus</i> (spreading varieties)	Juniper	E	1-3'
<i>Philadelphus virginialis</i>	Miniature Snowflake	D	2-3'
<i>Picea abies</i> 'Nidiformis'	Birdnest Spruce	E	2'
<i>Rhus aromatica</i> 'Gro-Low'	Low Grow Fragrant Sumac	D	1-2'
<i>Ribes alpinum</i>	Alpine Currant	D	3-5'
<i>Spirea alba</i>	Meadow Sweet/Spirea	D	3-5'
<i>Spirea bumalda</i>	Spirea	D	2-3'
<i>Syringa patula</i> 'Miss Kim'	Dwarf Korean Lilac	D	3-5'
<i>Taxus cupidata</i> 'Nana'	Dwarf Japanese Yew	E	2-3'
<i>Taxus media</i>	Spreading Yew	E	2-4'
<i>Thuja occidentalis</i> 'Hetzii Midget'	Hetz Midget Arborvitae	E	2-3'

(h) Climbing Vegetation For Walls and Fences.

Botanic Name	Common Name	Type
<i>Campsis radicans</i>	Trumpetvine	D
<i>Clematis jackmanii</i>	Clematis Hybrids	D
<i>Lonicera heuchrotiae</i>	Everblooming Honeysuckle	D
<i>Parthenocissus quinquefolia</i>	Virginia Creeper	D
<i>Parthenocissus tricuspidata</i>	Boston Ivy	D

(I) Building and Façade Design

(1) New Construction

(a) All façades shall be designed with architectural details or relief in the façade to mitigate monotony in a fashion that is compatible with adjacent development. These features shall be located for maximum visual effect, at a minimum along public right-of-ways, across from different zoning uses such as residential, and around entry points. Building design shall include a minimum of four (4) of the following features:

1. Six external corners to mitigate monotony
2. Horizontal reveals (projecting or recessed)
3. Parapet offsets
4. Change in color or texture every two hundred fifty feet (250') horizontally
5. Architectural features such as towers, fins, canopies,

6. Storefront glazing
  7. Accent color(s)
- (b) Multi-story Building: Building with multiple stories shall use design and features to define the ground floor (first floor) and add visual interest at a human scale by incorporating one or more of the following features:
1. Windows
  2. Display areas
  3. Canopies
  4. Awnings
  5. Wall art
  6. Other architectural features integral to the building.
- (c) Height: Building height shall be defined as the vertical distance as measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof on the following uses:
1. Office Service Uses:
    - a. Maximum height on lots/parcel/site less than twenty (20) acres shall not exceed thirty feet (30') in height.
    - b. Maximum height on lots/parcel/site twenty (20) acres or greater shall not exceed forty feet (40') in height.
  2. Planned Business Park Uses:
    - a. Maximum height on lots/parcel/site less than twenty (20) acres shall not exceed thirty five feet (35') in height.
    - b. Maximum height on lots/parcel/site twenty (20) acres or greater shall not exceed forty five feet (45') in height.
  3. Manufacturing and Light Industrial Uses shall utilize a stepped approach to building design.
    - a. Maximum building height on lots/parcel/site less than twenty (20) acres shall not exceed forty-five feet (45') in height.

- b. Maximum building height on lots/parcel/site twenty (20) acres or greater shall not exceed fifty-five feet (55') in height.
4. Cornice lines or parapets for all roof heights shall vary to create visual interest of individual modules in a building and, excluding decorative features, no building heights shall exceed
- (d) Utility features: Utility features for all facilities, such as loading docks, shall be construed to be an architectural detail or feature to meet façade relief requirements in VI.(I)(1)(a).
- (e) Material. The facades of all structures shall be either one or a combination of the following: brick, native stone, structural concrete panels, exterior insulated finish system (EIFS), architectural precast concrete, and/or architectural metal. Portions of the buildings faced with glass and pedestrian and vehicle doors shall be excluded from any calculation of building materials compliance.
- 1. Concrete block is not a permitted exterior finish material.
  - 2. The primary material shall be used for a minimum of fifty percent (50%) of the facade of each structure (excluding any glass surfaces and doors). The primary building material (excluding window, door, roofing and soffit materials) used on each applicable façade shall be:
    - a. Brick or other masonry material.
    - b. Architectural precast concrete shall be defined as architectural grade precast materials meeting industry defined standards for uniformity of appearance, surface details, color, and texture.
      - i. Precast concrete shall include at least two (2) textures (e.g., rough, smooth, striated, etc.)
      - ii. Two (2) colors with the secondary texture or color constituting a minimum of ten percent (10%) of the façade (exclusive of texture or color variation resulting from windows, doors, roofing and soffit materials).
  - 3. Architectural Metal: Architectural metal shall be defined as corrosion resistant material such as stainless steel, galvanized steel, copper, zinc, bronze, brass, and anodized and factory coated aluminum meeting industry defined standards for uniformity of appearance, surface details, color, and texture.
    - a. Architectural metal shall include at least two (2) textures (e.g., rough, smooth, striated, etc.)

- b. Two (2) colors with the secondary texture or color constituting a minimum of ten percent (10%) of the façade (exclusive of texture or color variation resulting from windows, doors, roofing and soffit materials).
- (2) Additions to an Existing Building. All additions to an existing Buildings shall utilize building materials with a style, color, texture and architectural detailing which is compatible and harmonious with the materials used on the existing building, or as described in section VI.(I)(1).
- (3) Exterior Building Façade Renovations with No Building Additions or Minor Building Additions.
  - (a) Exterior Building façade renovations which involve no Building additions or only minor Building additions shall demonstrate reasonable efforts to incrementally bring the exterior façade, which is being renovated or added to, into compliance with the provisions for new construction specified in section VI.(I)(1). Full compliance with the provisions for new construction shall not be a requirement for approval.
  - (b) Exterior Building façade renovations shall not include the painting of brick, stone, architectural precast or other natural exterior wall or siding products.
- (4) Exterior Building Façade Renovation with Major Building Additions. Exterior Building façade renovations performed in connection with a major Building addition as described herein shall comply with the provisions for new construction specified above.
- (5) Front and side facades of buildings located on corner lots or parcels shall be of the same materials and similarly detailed.
- (6) Outdoor Employee Areas: If provided, any structures or enclosures erected for outdoor employee areas not located within a loading or service area shall be of the same or similar materials as the building and shall be compatibly detailed with section VI.(I)(1)(e).
- (7) Entry and Window Design
  - (a) Entrances: Building entrances shall be defined and articulated by architectural elements such as:
    - 1. lintels,
    - 2. pediments,
    - 3. pilasters,
    - 4. columns,

5. and other design elements appropriate to the architectural style and details of the building as a whole. The location, orientation, proportion and style of doors must faithfully reflect the chosen style of the building.

(b) Windows for wholesale and warehouse uses:

1. Windows shall be designed with a main entrance and at least two (2) window openings associated with the entry design.
2. Windows shall create rhythm along a block and each individual module with consistent horizontal spacing between windows on a floor, vertically aligning windows on upper and lower floors.
3. A common head height for windows on a single floor shall be established, minor deviations for accents are permitted but vertical alignment and horizontal spacing should remain consistent.

(J) *Fences and Walls*

- (1) Fences and walls shall not exceed eight feet (8') in height in rear and side yards.
- (2) Fences shall be constructed of materials such as brick, stone, decorative block, metal or wood.
- (3) Landscaping shall be used to complement the fence.
- (4) Breaks should be provided by variation in height, columns, recesses, and projections. Maximum uninterrupted length of fence plane should be one hundred feet (100').
- (5) Chain link fences are prohibited in front and side yards and shall not be visible from the adjacent right-of-way. Chain link fences shall be coated with black vinyl and screened with vegetation.
- (6) Barbed wire on fences is prohibited, alternative security fence design is recommended.

(K) *Signage.*

- (1) Sign proposals shall be made of high-quality and durable materials when submitted with each Planned Unit Development Final Detailed Plan, and as referenced in this section.
- (2) Individual signs approved as part of Planned Unit Development Final Detailed Plan, and as referenced in this section shall require a sign Building Permit.
- (3) Sign Color: Sign shall maintain a neutral color palette, not to exceed three (3) colors.

- (4) Character: Signs may incorporate sculptural and other art elements. These elements shall not be included in the calculation of sign height, or face area. Signage lettering shall be of appropriate style and size of the intended use and use type face that complements the overall façade character. Intricate, hard-to-read script display typefaces are prohibited. The total area of all signage shall not exceed the maximum square footage allowed as calculated by the formulas set forth herein.
- (5) Location: Signs shall front on the principal street, an off-street parking area or in the case of a corner lot, on that portion of the side street within fifty feet (50') of the principal street. Further, no advertising sign shall be located within seventy-five feet (75') of a residential district, nor shall such sign be located within one hundred feet (100') of any part of any other sign.
- (6) Projection: No sign shall project into the public right-of-way.
- (7) Height: No sign shall be higher than twelve (12') feet above the curb level or where no curb exists, above the average level of the ground on which the sign exists on a major or minor arterial, collector or local street.
- (8) Signs may use individual letters (including but not limited to: internally illuminated channel letters, logos or script; illuminated or non-illuminated pin-mounted letters, logos or script; or, plaque with raised or routed letters, logos or script). A Raceway Mounted Sign shall be permitted (including but not limited to: channel letters, logos or script). Internally illuminated panel/box signs shall not be permitted.
- (9) Sign Types:
- (a) Monument Signs, Multi-tenant Signage, Directory Signage: All signage shall be cohesive and have a unified appearance using standard corporate fonts, but color palette must be consistent throughout. One (1) such sign shall be located within one hundred feet (100') of each development/park complex, and shall have a minimum setback of ten feet (10') from that right-of-way. The sign shall have a maximum height of twelve feet (12'), as measured from the adjacent grade, and shall have a maximum sign face area of one hundred fifty (150) square feet. This sign may include up to thirty-two (32) square feet of face area for each business located in the development.
- (b) Wall/Building Signs. All building signage shall be integrated into the building overall façade and shall be compatible with architectural pattern, style, and fenestration. The gross area in square feet of all signs located on a or all buildings on a zoning lot shall not exceed one (1) times the lineal feet of frontage of the lot, except on lots with frontages of fifty feet (50') or less between buildings, where the gross area in square feet of all signs on the lots shall not exceed one hundred square feet (100) of frontage of the lot. *Example:* a lot with a frontage of one hundred feet (100') may have a total gross area of all signs added together of no more than 1 x 100, or one hundred square feet (100).

- (c) Directional and Informational Signs: For use within a development/park complex shall be setback a minimum of two feet (2') from the right-of-way of any adjacent public street. Each sign shall be a maximum of forty-two inches (42") in height, and shall be limited to six (6) square feet of face area.
  - (d) Off Site Signs: including billboards, poster panels, and similar which advertise or direct the attention to a business or commodity, service, or entertainment conducted, sold or offered elsewhere than on the premises where such sign is located or to which it is affected shall be prohibited.
- (10) Prohibited Signs, as regulated in HMC §154.382 PROHIBITED SIGNS – ALL DISTRICTS, and the following:
- (a) Signs that have blinking, flashing, or fluttering lights, lasers and visual projections or lights resembling emergency or road equipment vehicles;
  - (b) Signs that have changing light intensity, brightness or color, or give such illusion;
  - (c) Signs that emit audible sound, odor, or visible matter;
  - (d) Animated signs or motion picture;
  - (e) Inflatable displays used in connection with advertising purposes: excluding inflatable displays used in connection with nationally recognized holiday seasons, not containing advertising purposes;
  - (f) Signs mounted on exposed poles, pylons, standards or separate supports, except as expressly permitted in business and manufacturing districts; and
  - (g) Portable signs.

*(L) Stormwater Management*

- (1) Management of stormwater quantity and quality shall meet the requirements of the HMC Chapter 152 STORMWATER MANAGEMENT. To the extent possible, all retention requirements shall be accommodated in the least number of ponds or dry areas. Centralized detention shall be preferred to a series of smaller ponds or areas.
- (2) All detention areas shall be the responsibility of the owner or maintenance association for the industrial/business park in which they are located.
- (3) Applicants are encouraged to incorporate a combination of the Best Management Practices (BMPs) from HMC §152.063 APPROVED STORMWATER BEST MANAGEMENT PRACTICES (BMP) for post-construction stormwater quality management, or:

- (a) bioretention
- (b) constructed Wetlands
- (c) Filter strip
- (d) Vegetated Swale
- (e) Wet Pond

(M) *Environmental Standards*: Performance standards as noted in HMC sections shall apply:

- (a) Noise § 154.215
- (b) Odorous matter § 154.216
- (c) Vibrations § 154.217
- (d) Toxic or noxious matter § 154.218
- (e) Glare or heat § 154.219
- (f) Fire and explosive hazards § 154.220
- (g) Air pollution § 154.221
- (h) Water pollution § 154.222

(N) *Exterior Lighting*: Site lighting fixtures shall provide lighting for service areas and utilities; allow for safe navigation and minimize off-site glare; ensure light fixtures are compatible with the building and site design in size style, material; comply with HMC §154.358 (G) (4) *Lighting*; and the following requirements:

- (1) *Illumination* - All exterior lighting, including pole lights and wall pack lights, shall be LED (light emitting diode) or other type of lighting deemed appropriate and approved as part of a Site Plan. Lighting fixtures shall highlight distinctive features of building, including entrances, architectural details, signs, outdoor use areas, public art and fixtures shall be full cut-off fixtures utilizing low level of luminescence for architectural lighting and be directed at the surface being illuminated.
- (2) *Pole Lights* – Bollard or small or small-scale light fixtures with down-lighting to illuminate a pedestrian walkway shall be permissible. Pedestrian-scale lighting shall be used for pedestrian corridors. Pole mounted light fixtures shall not exceed twenty five feet (25') in height in pedestrian areas. Height may be increased to thirty-five feet (35') in parking areas. Height shall be measured as the distance between the grade level of the surface being illuminated and the bottom of the lighting fixture.

- (3) Wall Mounted Light Fixtures – Fixtures illuminating building facades shall be located, aimed, and shielded so that light is directed only onto the building facade. They shall be designed to wash the facade of the building with light (rather than providing a spotlight affect). Exterior facade lighting shall be contained on the building facade and shall focus on entries and coordinate with overall building architecture and site design.
- (4) Lumens and Watts – LED Lighting shall be utilized for all vehicular parking, travel surfaces, outdoor amenity areas, service areas, and shall emit and perform as followed:
  - (a) Ensure Kelvin (color temperature) of the LED bulbs selected is appropriate.
  - (b) Warm-white color between 3,500k – 4000k shall be utilized, unless otherwise specified in this section.
  - (c) Cool-white color near 6000k in public spaces shall be prohibited.
  - (d) Warmer color range between 2,500k – 2,700k shall be used to highlight architectural elements.
  - (e) All pole and wall pack light fixtures and wall pack light fixtures with a wattage of four hundred (400) watts or above, shall be equipped with a flat lens that does not protrude below the bottom edge of the housing.
- (5) Pole and Wall Pack Light Fixtures – All pole light fixtures and wallpack light fixtures shall be mounted parallel with the horizon and shall utilize a rigid mounting arm with no built-in up-tilt and no adjustment feature.
- (6) Vehicular Canopy Light Fixtures – All vehicular canopy light fixtures, including but not limited to gasoline service station canopies and bank drive through canopies, regardless of wattage, shall be equipped with a flat lens that does not protrude below the bottom edge of the light fixture.
- (7) Externally Illuminated Signs: Fixtures illuminating signs shall be located, aimed, and shielded so that light is directed only onto the sign face; with minimal light spillage around, below, and/or above the sign.
- (8) The use of site and parking lot lighting provided by a utility company does not relieve the owner or developer from conforming to lighting design standards.

(O) *Mechanical and Service Areas*: Screening and Placement.

- (1) All ground and building-mounted mechanical and electrical equipment shall be screened from view. The screens and enclosures shall be treated as an integral element of the building's appearance. Landscaping may be used for this purpose.

- (2) Roof-mounted equipment on exposed roofs shall be completely screened from view at ground level within three hundred feet (300') of the building. The appearance of roof screens shall be coordinated with the building to maintain a unified appearance.
- (3) All mechanical equipment shall be located a minimum of fifty feet (50') from the property line, and shall not be located within a front or side setback.
- (4) Utility areas and utility substations shall be fully screened or contained within the building and the exterior wall of the fence shall be landscaped with a Type 1 Buffer yard comprised solely of evergreen species.
- (5) The enclosure shall be accessed via an opaque gate. The fence may not be chain-link.
- (6) The wall shall be equal to the height of the unit plus two feet (2').