PLANNING COMMISSION

~ AGENDA ~

PLANNING COMMISSION

312 S. Mildred Street,
Ranson WV 25438
www.ransonwv.gov

August 31, 2026 | 7:00 P.M. | Council Chamber

I. CALL TO ORDER

II. APPROVAL OF MINUTES

1. Minutes - August 3, 2026
   PC minutes Aug 3 2026.docx

III. UNFINISHED BUSINESS

1. Public Hearing - To accept public comments for a bond for Huntwell West Phase 3A
   legal notice Huntwell West 3A final plat.docx 08312026.docx
2. 26-16 BR-Consideration - Applicant Hunter Wilson submitted an application for a bond on behalf of Huntwell WV LLC, for Huntwell West Phase 3A.
   PC_26-09_Huntwell_West_3A (2).docx
   26-16-huntwell 3a application-signed_Redacted.pdf
   Huntwell phase 3A staff report.docx
   Huntwell 3a staff completeness review.docx
   Huntwell Village Ph3A Bond Estimate.pdf
3. Public Hearing -To accept public comments to enter into a development agreement for Huntwell West Phase 3A.
   legal notice Huntwell West 3A final plat.docx 08312026.docx
4. 26-16 -Consideration - Applicant Morris and Ritchie submitted an application to enter into a development agreement for Huntwell WV, LLC for Huntwell West Phase 3A.
   26-16-huntwell 3a application-signed_Redacted.pdf
   Huntwell_West_3adevagreement.pdf
5. Public Hearing - To accept public comments to accept the bond for Parkland Commons Section 3.
   legal notice Parkland Commons Section 3 final plat.docx 8312026.docx
6. 26-17-FP- Consideration - Applicant Site Planning, Design and Survey LLC submitted an application on behalf of New Vision Development, LLC for a bond for Section 3, of Parkland Commons commonly known as the Foundry.
   PC 26-12 Parkland 3.docx
   26-17-FP staff report.docx
   26-17-FP-20260604 Foundry Bonding Estimate Section 3 Rev 2.pdf
   26-17-FP-fp checklist.pdf

26-17-FP-parkland phase 3 fp.pdf

7. Public Hearing- To accept public comments to enter into a development agreement for Parkland Commons Section 3.
   legal notice Parkland Commons Section 3 final plat.docx 8312026.docx

8. 26-17-FP-Consideration Applicant Site Planning, Design & Survey LLC submitted an application on behalf of New Vision Development, LLC to enter into a development agreement for Parkland Commons Section 3. Commonly known as the Foundry.
   parkland commons phase 3 dev agreement.pdf
   Parkland_Commons_Section_3_Final-Plat_Application_Rev_Redacted.pdf

9. Consideration – **Motion to Rescind** Prior Action on 24-37-LDPP: Land Development Plan and Plat for Lakeland Place at Fairfax Crossing (Revision). 36.44-acre parcel accessible from Fairfax Boulevard, North and South, with potential future access from 16th Avenue. Parcel ID 19-08-0008-0001-0002
   PC 8-31- Fairfax memo .docx

10. Consideration – 24-37-LDPP: Land Development Plan and Plat for Lakeland Place at Fairfax Crossing (Revision). 36.44-acre parcel accessible from Fairfax Boulevard, North and South, with potential future access from 16th Avenue. Parcel ID 19-08-0008-0001-0002.
    08-27-2026 Fairfax Crossing LDPP Revision Application Review - Memorandum.pdf
    24-37-LDPP_development_agreement.pdf
    24-37-LDPP_fairfax_crossing_2024_revised.pdf
    24-37-LDPP-CRC.pdf
    24-37-LDPP-CRC_Ranson_Response_9.12.24.pdf
    Legal_Notice_LDPP_Fairfax_Crossing_.pdf

IV. PLANNING COMMISSION BUSINESS

1. Legal update reference to Huntwell WV, LLC v. City of Ranson et. al., (Possible executive session.)

2. Legal Update Ref: Fairfax Crossing Real Estate, LLC v. City of Ranson, et. Al. (Possible Executive Session)

V. ADJOURNMENT

AGENDA ITEM II.1

Planning Commission Request for Action

TO:

FROM: Darla Armstrong, Community & Economic Development

ITEM TYPE: PRESENTATION

AGENDA SECTION: APPROVAL OF MINUTES

SUBJECT: Minutes - August 3, 2026

ATTACHMENTS:

PC minutes Aug 3 2026.docx

PLANNING COMMISSION

Minutes - August 3, 2026

I. CALL TO ORDER

Jaden Bound, Vice President	**Present (virtual)**
Mike Fagan	**Present**
Lizz Klein	**Present**
Antoinette Ringgold	**Present**
Chris Tarvin	**Present**

II. APPROVAL OF MINUTES

Jaden Bound, Vice President	**Abstain**
Mike Fagan	**Motion**
Lizz Klein	**Second**
Antoinette Ringgold	**Yes**
Chris Tarvin	**Yes**

III. ELECTION OF OFFICERS (PRESIDENT)

Chris Tarvin nominated Jaden Bound for President. Jaden Bound declined the nomination says he enjoys, his current role as Vice President. Ringgold nominated Mike Fagan for President. Mike Fagan accepted the nomination. Vice President, Jaden Bound turned the meeting over to the newly elected President Mike Fagan. City Manager Told Wilt stated to the Commissioners that the annual election of officers would take place in January.

Jaden Bound, Vice President	**Abstain**
Mike Fagan	**Abstain**
Lizz Klein	**Second**
Antoinette Ringgold	**Yes**
Chris Tarvin	**Motion**

IV. UNFINISHED BUSINESS

1. 26-16 FP - Consideration - Morris and Ritchie submitted a final plat proposal on behalf of Huntwell WV LLC, Phase 3A for Huntwell West Phase 3A.

Mike Fagan - President	**Abstain**
Jaden Bound	**Motion**
Lizz Klein	**Abstain**
Antoinette Ringgold	**Yes**
Chris Tarvin	**Abstain**

City Manager Todd Wilt provided an overview of staff's review and the applicant's progress to date, including communications with staff and the City Engineer. He also responded to questions regarding phasing and potential roadblocks. Additionally, he outlined the process for the Land Development Plan and Plat, Construction Drawings, and Final Plats, noting the recent trend toward smaller "sub-phasing" of projects. The applicant spoke on the construction status to date of Phase 3.

2. 26-17-FP- Consideration - Applicant Site Planning, Design and Survey LLC submitted an application for Parkland Place a final plat proposal for Parkland Commons Section 3. This includes 22 lots (T7-T17 and T38-48).

Mike Fagan - President	**Abstain**
Jaden Bound	**Yes**
Lizz Klein	**Motion**
Antoinette Ringgold	**Yes**
Chris Tarvin	**Second**

City Manager Todd Wilt and President Mike Fagan remind the body of the project to date and status of the phase and future phases, including the anticipated commercial and agreement with the city. Vice President, Jaden Bound inquired about the future of the project and any foreseen issues with the deadline and possible extension of the agreement.

The applicant spoke on the status and building specs of the commercial space and listed possible options.

V. NEW BUSINESS

1. Public Hearing - to accept public comments for the final plat proposal. Phase 2B for Madison Greens, located off North Fairfax Blvd.

   President Mike Fagan opened the public hearing. Dr. Wimer of the Jefferson County Foundation spoke on the issue of phasing and independent internal traffic circulation as it pertains to blocks. President Mike Fagan closed the public hearing.

2. 26-20-FP-Consideration - FSA, Inc. C/O Trevor Frederick submitted an application on behalf of Madison Greens LCC to enter into a final plat proposal for Phase 2B Madison Greens.

Mike Fagan - President	**Abstain**
Jaden Bound	**Motion**
Lizz Klein	**Second**
Antoinette Ringgold	**Yes**
Chris Tarvin	**Yes**

3. Public hearing - to accept public comments for a bond for Phase 2B Madison Greens

   President Mike Fagan opened the public hearing. No comments were made.
   President Mike Fagan closed the public hearing.

4. 26-20- Consideration - FSA, Inc. C/O Trevor Frederick submitted an application on behalf of Madison Greens LCC for a bond for Phase 2B Madison Greens.

Mike Fagan - President	**Abstain**
Jaden Bound	**Motion**
Lizz Klein	**Yes**
Antoinette Ringgold	**Second**
Chris Tarvin	**Yes**

5. Public hearing - to accept public comments for Madison Greens, entering into a development agreement for Phase 2B.

   President Mike Fagan opened the public hearing. No comments were made.
   President Mike Fagan closed the public hearing.

6. 26-20 - Consideration - FSA, Inc. C/O Trevor Frederick submitted an application on behalf of Madison Greens LCC to enter into a development agreement for Phase 2B.

Mike Fagan - President	**Abstain**
Jaden Bound	**Motion**
Lizz Klein	**Second**
Antoinette Ringgold	**Yes**
Chris Tarvin	**Yes**

7. Legal update reference to Fairfax Crossing Real Estate v. City of Ranson et. al., (Possible executive session.)

   Motion to enter executive session. (7:45 PM)

Mike Fagan - President	**Abstain**
Jaden Bound	**Yes**
Lizz Klein	**Yes**
Antoinette Ringgold	**Second**
Chris Tarvin	**Motion**

Motion to exit executive session. (7:57PM)

Mike Fagan - President	**Abstain**
Jaden Bound	**Yes**
Lizz Klein	**Yes**
Antoinette Ringgold	**Second**
Chris Tarvin	**Motion**

VI. ADJOURNMENT

The meeting was adjourned at 7:58 PM. Motion made by Jaden Bound and second by Chris Tarvin. The Community Development Director stated that the next Planning Commission meeting will be held on August 31, 2026 at 7:00 PM.

AGENDA ITEM III.1

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Public Hearing - To accept public comments for a bond for Huntwell West Phase 3A

ATTACHMENTS:

legal notice Huntwell West 3A final plat.docx 08312026.docx

LEGAL NOTICE
PUBLIC HEARING NOTICE
CITY OF RANSON

The Ranson Planning Commission will hold a public hearing on Monday, August 31, 2026 at 7:00 PM, Ranson City Hall, 312 S. Mildred Street, Ranson, WV. The purpose of the public hearing is to accept public comments on accepting the bond proposal for Huntwell West Phase 3A and entering into a development agreement for Huntwell West Phase 3A. This plan includes 136 lots (494-504, 516-526, 539-561, 574-584, 590-600, 606-609, 615-679).

All persons are invited to attend and make comments about the proposed bond, and development agreement. Copies of the proposed bond and development agrement are available upon request in the Community Development Department. If you cannot attend but wish to comment, you may write and to the following address prior to August 31, 2026: City of Ranson, Attn: Community Development Department, 312 S. Mildred Street, Ranson, WV 25438 or email cityclerk@ransonwv.us. Written Comments received prior to August 31, 2026, will be provided to the Planning Commission and inserted into the official record.

AGENDA ITEM III.2

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: 26-16 BR-Consideration - Applicant Hunter Wilson submitted an application for a bond on behalf of Huntwell WV LLC, for Huntwell West Phase 3A.

Phase 3A of Villiage 1 - Residential Community 136 lots on 28.59 acres with a bond of $5,290,532.79.

ATTACHMENTS:

PC_26-09_Huntwell_West_3A (2).docx
26-16-huntwell 3a application-signed_Redacted.pdf
Huntwell phase 3A staff report.docx
Huntwell 3a staff completeness review.docx
Huntwell Village Ph3A Bond Estimate.pdf

Resolution PC - 2026-09

A Resolution of The Planning Commission of The City of Ranson Approving A Development Agreement and Accepting A Guarantee Surety (Bond) For Required Physical Improvements Between the Ranson Planning Commission and Huntwell WV LLC for a Subdivision Known As "Huntwell West," Phase 3A, Lots 494-504, Lots 516-526, Lots 539-561, Lots 574-584, Lots 590-600, Lots 606-609, And Lots 615-679.

THE PLANNING COMMISSION OF THE CITY OF RANSON RESOLVES AS FOLLOWS:

Section 1. The Planning Commission of the City of Ranson, pursuant to its authority under Section 16-60 of the Ranson Municipal Code hereby approves the attached Development Agreement by and between the Ranson Planning Commission and Huntwell WV LLC for the subdivision commonly referred to and known as "Huntwell West," for Phase 3A, Lots 494-504, Lots 516-526, Lots 539-561, Lots 574-584, Lots 590-600, Lots 606-609, and Lots 615-679.

Section 2. The Planning Commission hereby accepts the corporate surety in lieu of completion of the required on-site improvements, as described in Section 16-82 of the Ranson Municipal Code and as outlined in the Development Agreement presented to the Planning Commission on August 31, 2026, for Huntwell West, for Phase 3A, Lots 494-504, Lots 516-526, Lots 539-561, Lots 574-584, Lots 590-600, Lots 606-609, and Lots 615-679.

Section 3. The approved bonded amount shall be held in the amount of Five Million Two Hundred Ninety Thousand Five Hundred Thirty-Two and Seventy-Nine Cents. ($5,290,532.79)

Section 4. The Planning Commission hereby authorizes the City Manager, or his designee, to execute any and all documents necessary to carry out the conditions of the attached Development Agreement, whether express or implied, including any documents necessary for the transfer of property to Huntwell WV LLC, and any documents requested by financial institutions, lenders, attorneys, lienholders, contractors, sureties, and/or other third parties.

Signed and approved this 31st day of August 2026

_____

ATTEST: Michael Fagan, President

_____

Darla Armstrong, City Clerk

AFFIX CITY SEAL

City of Ranson

Community Development Department

312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone (304) 725-1010 Fax (304) 728-8579
Email: permits@ransonwv.us

RANSON
AT THE CENTER OF OPPORTUNITY.

Planning Commission:
Tony Grant, President
Mike Anderson
Kim Biddle
Walt Burke
Shannon Reed

APPLICATION FOR REVIEW

PROJECT NAME: Huntwell West Phase 3A

PROJECT DESCRIPTION: 136 lots (91 single family, 45 town-homes)

MAP#: 9 **PARCEL#:** 8 **CURRENT ZONING:** SC-NC **PROPOSED ZONING:** SC-NC

SITE AREA (ACRES): 190.07 **# OF LOTS:** 136 **AREA IN LOTS:** 28.59 AC

AREA IN SWM: 1.19 AC **AREA IN RIGHT OF WAY:** 8.34 AC

WATER SERVICE: PUBLIC ☑ **PRIVATE** ☐ **PROVIDER** American water

SEWER SERVICE: PUBLIC ☑ **PRIVATE** ☐ **PROVIDER** CTUB

SEWER FLOW (GALLONS PER DAY AT BUILD-OUT): 53,040

SUBMITTAL/FEE INFORMATION

- ☐ Minor Subdivision Plat-$250
- ☐ Sketch Plat-$1,000 base fee plus $100.00 per acre for the first 10 lots/dwelling units and $25 for each additional lot/dwelling unit (whichever is greater)
- ☐ Preliminary Plat-$500 base fee
- ☐ Construction Plan: Storm Sewer-$2.00 per linear feet
- ☐ Construction Plan: Water Line-$1.00 per linear feet
- ☐ Construction Plan: Curb and Gutter-$2.00 per linear feet
- ☐ Construction Plan: Sidewalk-$2.00 per linear feet
- ☐ Construction Plan: Sanitary Sewer-$2.00 per linear feet
- ☐ Construction Plan: Street-$1.00 per linear feet
- ☐ Overlot Grading Plan-$125 per lot
- ☐ Construction Plan: Landscape, Buffering, and Open Space-$250
- ☐ Site Plan (residential)-$1,000 plus $100 per acre for the first 10 acres; $25 per thereafter
- ☐ Site Plan (non-residential)-$1,000
- ☐ Site Plan (non-residential) on parcels containing more than 1 acre-$1,000 plus $100 per acre for the first five (5) acres; $25 each per acre thereafter
- ☑ Final Plat-$1,000 base fee plus $50 per acre
- ☐ Correction Plat-$500 (Please note the type of plat you are providing corrections for) _____
- ☐ Boundary Line Adjustment Plat-$250
- ☐ Easement Plat-$250 flat fee
- ☐ Rough Grading Plan-$200 per acre
- ☐ Floodplain Study-$1,500
- ☐ Traffic Study-$1,000
- ☐ Variation Request-$750 per section varied
- ☐ Text or Map Adjustment-$500
- ☐ Request for Preliminary Authorization-$100
- ☐ Rezoning Filing Fee-$1,000 base fee plus $100 per acre for each of the first ten (10) acres, then $25.00 per acre thereafter
- ☐ Re-submittal fee-Half of the original submission fee (please note the type of plat/plan you are re-submitting) _____

OWNER/APPLICANT INFORMATION

Owner I (Print) Huntwell WV LLC Percent of Ownership 100
Address [redacted]
Phone: [redacted] Fax/Email: [redacted]

Owner II (Print) _____ Percent of Ownership _____
Address _____
Phone: _____ Fax/Email: _____

Owner III (Print) _____ Percent of Ownership _____
Address _____
Phone: _____ Fax/Email: _____

Applicant (Print) Hunter Wilson
Address [redacted]
Phone: [redacted] Fax/Email: [redacted]

Developer (Print) Hunter Wilson
Addres[redacted]
Phone: [redacted] Fax/Email: [redacted]

Engineer/Surveyor (Print) Todd Heck
Address: [redacted]
Phone: [redacted] Fax/Email: [redacted]

OWNER'S WRITTEN AUTHORIZATION

Please direct all correspondence to: ☐ Owner(s) ☑ Developer ☑ Engineer

As the owner of this property, I certify that this application is complete and accurate to the best of my knowledge. I understand that any information lacking in such application shall be deemed incomplete and shall not be considered for review. Furthermore, I authorize the City to direct all correspondence to the above noted party who is also authorized and designated as my agent during review of this application.

Signature (owner): _____ Date: 5/11/26

Signature: (applicant) _____ Date: 5/11/26

**********For Office Use Only**********

Date Received: _____ **By:** _____

Fee paid: _____ **Check Number:** _____

Final Plat and Bond
STAFF REPORT

Huntwell West – Village 1 Phase 3A

PROJECT: 26-16-FP

This report has been prepared by the Community Development Department and City Engineer, which includes a technical analysis of this application for compliance with the City's Comprehensive Plan and adopted Ordinances. This report concludes with the staff recommendation of, and the next steps required to be undertaken by the applicant.

Application Information

Jon Erickson, P.E.
Morris & Ritchie Associates, Inc
205 E Hirst Road, Suite 106
Purcellville, VA 20132

Project Summary

This application is for a proposed residential development site as shown on the plat provided (dated April 27, 2026 prepared by Morris & Ritchie Associates, Inc.). Phase 3A of village 1 of a residential community zoned SmartCode New Community. 136 lots on 28.59 acres with an accompanying bond is the amount of $5,290,532.79.

Location and Site Information

Location: Huntwell West Blvd
Current Zoning: SmartCode New Community
Gross Site Area: 28.59 acres

Engineering & Zoning Review

No comments on submitted final plat drawings and accompanying bond. Staff deem this application complete, and recommends review and possible action by the Planning Commission.

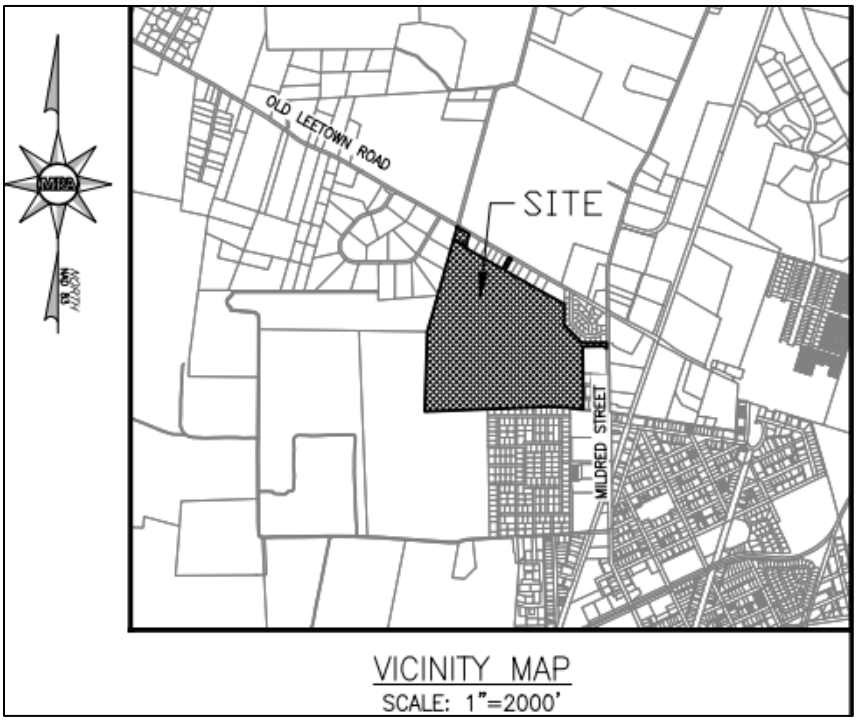
Next Steps

Please contact Zach Holland, 304-724-3882 with any questions.

Thank you,
City of Ranson
Community Development Department

Description

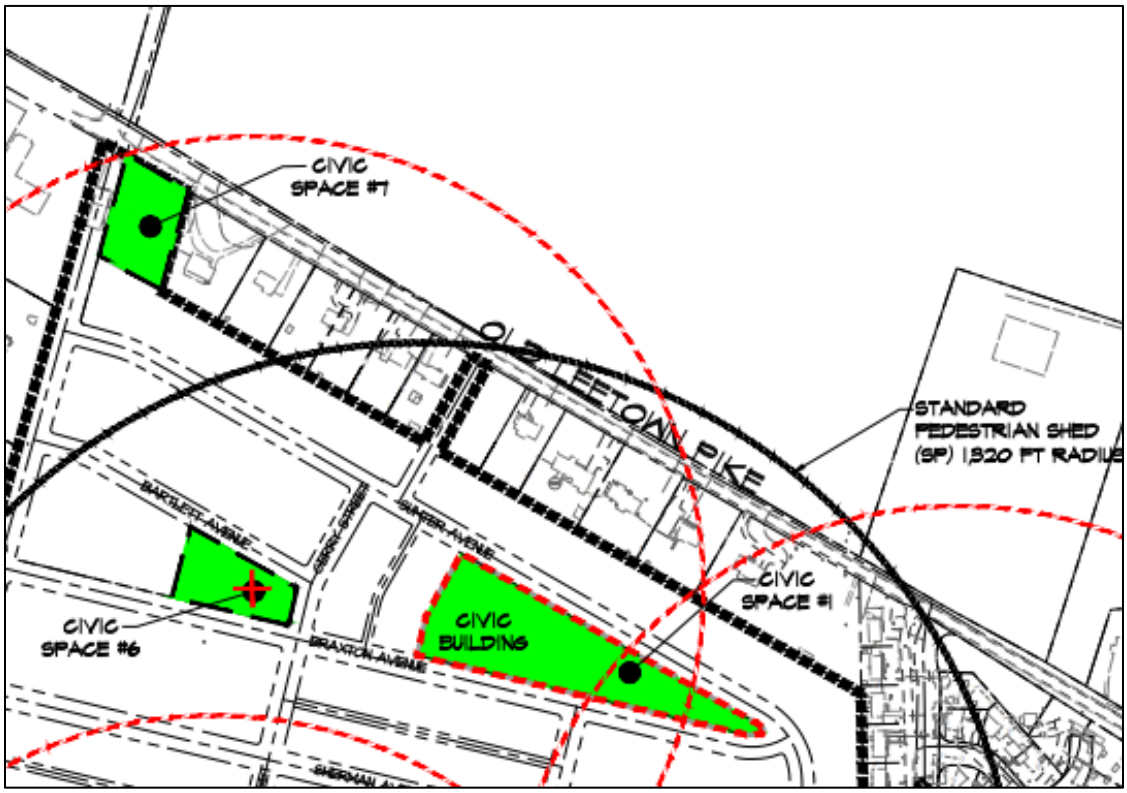
Huntwell West 3A is a proposed phase of the Huntwell West community currently in construction located off N Mildred St (WV 115). There is a 2nd entrance under construction next to First Baptist Church of Ranson, that will connect the project site to the north onto Old Leetown Pike. The surrounding area is generally residential, with some commercial properties on N Mildred St and the nearby Ranson Elementary School. The applicant is proposing 91 single family homes and 45 townhomes totaling 136 units on approximately 28.59 acres zoned SmartCode New Community. There will be approximately 4.76 units per acre.





Civic/Open Space

Phase 3A will include several open space/civic areas for an approximate total of 4.32, an increase of roughly 14,124 sqft from the initial LDPP proposed and previously approved 4 acres.



Other Staff Notes

At the July 6 Ranson Planning Commission meeting, following public remarks and complaints from adjacent property owners on disturbances during preliminary groundwork, the Commissioners voted to table the approval of a final plat and requested that staff research and provide more information prior to a future vote. Another focal point of the public remarks regarded alleged incomplete entire block development requirements of the phase for independent internal traffic circulation, as listed in Ranson Code 16-61(a)(2).

Note: The City Manager or their designee (agent), defined under 16-27, *is authorized to interpret and administer this article, act on behalf of the city council and the planning commission and is the administrator of this article.*

Code section 16-61(a)(2) tests phases against *the preliminary plan phasing*, and Section 16-27 defines a *phased subdivision* as one which a master phasing plan was submitted along with the preliminary plat. The applicant has not submitted a master phasing plan and the LDPP does not mention or reference to a larger phasing layout. Sections 16-52 to 16-54, under the subdivision

application requirements, speaks to the requirements for preliminary major subdivision plan approval but were repealed in 2016 via Ordinance 291. Therefore, there is no longer a process for producing the preliminary plans or measuring later phasing against a preliminary plan. The City Manager (Code 16-27) as agent has interpreted that the intent of the Code is to promote workable and safe internal traffic circulation. The LDPP traffic circulation right of way plan is consistent with the intent of the code and has been fulfilled through every construction phase of the project. Every lot developed has maintained safe access to the streets. Additionally, 16-50(h)(6) states that *should the agent determine that strict adherence to the ordinance does not forward its intent, and furthermore, strict compliance creates an undue burden, the agent may permit minor modifications to the ordinance*.

Following the referenced sections above and in keeping with how similar projects have historically been phased and approved, the staff do not think there is a concern with this phase as submitted, as it pertains to internal traffic circulation.

Staff deem this application complete and recommend review and possible action by the Planning Commission.

Final Plat and Bond
STAFF REPORT

Huntwell Well – Village 1 Phase 3A

PROJECT: 26-16-FP

This report has been prepared by the Community Development Department and City Engineer, which includes a technical analysis of this application for compliance with the City's Comprehensive Plan and adopted Ordinances. This report concludes with the staff recommendation of, and the next steps required to be undertaken by the applicant.

Application Information

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Morris & Ritchie Associates, Inc
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Location and Site Information

Location: Huntwell West Blvd
Current Zoning: SmartCode New Community
Gross Site Area: 28.59 acres

Engineering & Zoning Review

No comments on submitted final plat drawings and accompanying bond. Staff deems this application complete, and recommends review and possible action by the Planning Commission.

Next Steps

Please contact Zach Holland, 304-724-3882 with any questions.

Thank you,
City of Ranson
Community Development Department

City of Ranson, West Virginia
Community Development
Construction Bond - Estimate

Project Name: Huntwell West Date: 6/10/2026

Section: Phase 3A C.O.R. File No. _____

Bond Amount Approved: $ _____

By: _____ **Date:** _____

Official Use Do Not Write In This Box

				Bond Estimate			Bond Reduction Release		
							% Complete To Date	$ Amount Complete To Date	$ Amount To Be Completed
Item No.	Description	Unit	2025 Unit Cost	Quantity	Total Cost				
1.1	**Erosion & Sediment Control**								
1	Stabilized Construction Entrance	EA	$ 3,389.56	1	$ 3,389.56			$ -	$ 3,389.56
2	Silt Fence - Standard	LF	$ 5.98	3857	$ 23,064.86			$ -	$ 23,064.86
3	Silt Fence - Super	LF	$ 22.04	0	$ -			$ -	$ -
4	Earth Dike Construction (1)	LF	$ 15.42	2141	$ 33,014.22			$ -	$ 33,014.22
5	Inlet Protection Device	EA	$ 546.50	8	$ 4,372.00			$ -	$ 4,372.00
6	Outlet Protection Device	EA	$ 435.44	0	$ -			$ -	$ -
7	Stone Check Dams	EA	$ 274.71	0	$ -			$ -	$ -
8	Sediment Trap Excavation	CY	$ 23.22	212	$ 4,922.64			$ -	$ 4,922.64
9	Riser Structure for Sediment Basin/Pond	EA	$ 6,554.94	1	$ 6,554.94			$ -	$ 6,554.94
10	Impermeable Liner for Sediment Basin/Pond	SY	$ 25.51	32	$ 816.32			$ -	$ 816.32
11	Rip-Rap Apron/Plunge Pool	CY	$ 137.14	0	$ -			$ -	$ -
12	Grass Waterway/Drainage Swale	LF	$ 18.17	0	$ -			$ -	$ -
13	Temporary Seeding (60 lbs/ac)	SF	$ 0.17	683994	$ 116,278.98			$ -	$ 116,278.98
14	Permanent Seeding (98 lbs/ac)	SF	$ 0.26	152460	$ 39,639.60			$ -	$ 39,639.60
15	Mulch, Straw or Hay (2 tn/ac)	TN	$ 614.78	5	$ 3,073.90			$ -	$ 3,073.90
16	Mulch, Wood Cellulose Fiber (1,500 lbs/ac)	TN	$ 609.42	0	$ -			$ -	$ -
17	Mulch, Shredded Bark or Wood Chip (35 cy/ac)	CY	$ 99.57	0	$ -			$ -	$ -
18	Sod	SY	$ 11.51	0	$ -			$ -	$ -
19	Soil Stabilizing Matt - Biodegradable	SY	$ 23.42	0	$ -			$ -	$ -
20	Soil Stabilizing Matt - Non-biodegradable	SY	$ 26.80	0	$ -			$ -	$ -
21	Geotextile Fabric	SF	$ 5.86	0	$ -			$ -	$ -
22	4 ft Safety Fence	LF	$ 9.88	0	$ -			$ -	$ -
23	6 ft Chain Link Safety Fence	LF	$ 12.29	0	$ -			$ -	$ -
24	Tree Protection	LF	$ 9.07	0	$ -			$ -	$ -
25	Temporary Utility Line Stream Crossing/Diversion	EA	$ 1,686.30	0	$ -			$ -	$ -
1.2	**Site Preparation & Demolition**								
1	Clearing & Grubbing - Light Cover	ACRE	$ 10,936.79	24	$ 262,482.96			$ -	$ 262,482.96
2	Clearing & Grubbing - Moderate Cover	ACRE	$ 14,186.26	0	$ -			$ -	$ -
3	Clearing & Grubbing - Heavy Cover	ACRE	$ 21,574.93	0	$ -			$ -	$ -
4	Clearing & Grubbing - Very Heavy Cover	ACRE	$ 21,397.15	0	$ -			$ -	$ -
5	Sawcut Existing Asphalt Pavement	LF	$ 2.46	0	$ -			$ -	$ -
6	Sawcut Existing Concrete Pavement	LF	$ 3.93	0	$ -			$ -	$ -
7	Removal of Asphalt Pavement	SY	$ 9.77	0	$ -			$ -	$ -
8	Removal of Fencing	LF	$ 7.76	0	$ -			$ -	$ -
9	Removal of Power Pole	EA	$ 10,320.17	0	$ -			$ -	$ -
10	Removal of Structures/Buildings	EA	Detailed estimate required.	0	$ -			$ -	$ -
1.3	**Earthwork**								
1	Strip Topsoil	CY	$ 6.15	0	$ -			$ -	$ -
2	Common Excavation	CY	$ 30.96	0	$ -			$ -	$ -
3	Borrow Material - On Site	CY	$ 28.05	3400	$ 95,370.00			$ -	$ 95,370.00
4	Borrow Material - Imported from Off Site	CY	$ 39.31	0	$ -			$ -	$ -
5	Rock Excavation	CY	$ 114.70	0	$ -			$ -	$ -
6	Furnish Topsoil	CY	$ 58.96	0	$ -			$ -	$ -
2.1	**Paved Surface Construction**								
1	Subgrade	CY	$ 81.99	815	$ 66,821.85			$ -	$ 66,821.85
2	Fabric for Subgrade Stabilization	SY	$ 3.28	0	$ -			$ -	$ -
3	Aggregate Base Course	CY	$ 108.73	349	$ 37,946.77			$ -	$ 37,946.77
4	Open Graded Free Draining Base Course	CY	$ 135.10	0	$ -			$ -	$ -
5	Free Draining Base Trench	LF	$ 13.50	0	$ -			$ -	$ -
6	Outlet Pipe	LF	$ 44.43	0	$ -			$ -	$ -
7	Bituminous Asphalt Tack Coat	SY	$ 2.19	18968	$ 41,539.92			$ -	$ 41,539.92
8	Superpave Asphalt Base Course - Type 25	TN	$ 104.49	205	$ 21,420.45			$ -	$ 21,420.45
9	Superpave Asphalt Base Course - Type 19	TN	$ 119.24	0	$ -			$ -	$ -
10	Superpave Asphalt Surface Course - Type 9.5	TN	$ 131.53	0	$ -			$ -	$ -

11	Reinforced Concrete Pavement	CY	$ 503.49	0	$ -			$ -	$ -
12	Standard Milling	SY	$ 7.90	0	$ -			$ -	$ -
13	Controlled Low Strength Material	CY	$ 412.34	0	$ -			$ -	$ -
14	6" Concrete Entrance Apron - Residential	SY	$ 116.30	91	$ 10,583.30			$ -	$ 10,583.30
15	8" Concrete Entrance Apron - Commercial Site	SY	$ 153.66	0	$ -			$ -	$ -
16	Concrete Curb & Gutter	LF	$ 48.00	11261	$ 540,528.00			$ -	$ 540,528.00
17	Concrete Curb Only	LF	$ 53.11	0	$ -			$ -	$ -
18	Bituminous Asphalt Walkway	SF	$ 16.59	540	$ 8,958.60			$ -	$ 8,958.60
19	Concrete Sidewalk	SY	$ 87.35	1024	$ 89,446.40			$ -	$ 89,446.40
20	Bed Course Material (for sidewalk)	CY	$ 98.98	254	$ 25,140.92			$ -	$ 25,140.92
21	Concrete Curb Ramp	EA	$ 3,073.14	39	$ 119,852.46			$ -	$ 119,852.46
22	Detectable Warning Surface	EA	$ 812.22	39	$ 31,676.58			$ -	$ 31,676.58
23	Concrete Precast Wheel Stops	EA	$ 201.85	0	$ -			$ -	$ -
24	One Direction Lane Arrow	EA	$ 307.31	0	$ -			$ -	$ -
25	Multi Directional Land Arrow	EA	$ 515.06	0	$ -			$ -	$ -
26	Bicycle Shared Lane Marking	EA	$ 338.05	0	$ -			$ -	$ -
27	Bicycle Lane Marking	EA	$ 338.05	0	$ -			$ -	$ -
28	Pavement Letters	EA	$ 119.41	0	$ -			$ -	$ -
29	4" Edge/Lane Line - Painted	LF	$ 1.58	0	$ -			$ -	$ -
30	6" Edge/Lane Line - Painted	LF	$ 0.74	0	$ -			$ -	$ -
31	8" Edge/Lane Line - Painted	LF	$ 0.92	0	$ -			$ -	$ -
32	4" Edge/Lane Line - Thermoplastic	LF	$ 0.85	0	$ -			$ -	$ -
33	6" Edge/Lane Line - Thermoplastic	LF	$ 1.30	0	$ -			$ -	$ -
34	8" Edge/Lane Line - Thermoplastic	LF	$ 2.20	0	$ -			$ -	$ -
35	4" Edge/Lane Line - Preformed Thermoplastic	LF	$ 5.53	0	$ -			$ -	$ -
36	6" Edge/Lane Line - Preformed Thermoplastic	LF	$ 8.24	0	$ -			$ -	$ -
37	8" Edge/Lane Line - Preformed Thermoplastic	LF	$ 10.33	0	$ -			$ -	$ -
38	4" Edge/Lane Line w/ Contrast - Preformed Thermopla	LF	$ 7.90	0	$ -			$ -	$ -
39	6" Edge/Lane Line w/ Contrast - Preformed Thermopla	LF	$ 8.60	0	$ -			$ -	$ -
40	8" Edge/Lane Line w/ Contrast - Preformed Thermopla	LF	$ 11.06	0	$ -			$ -	$ -
41	12" Crosswalk/Stop/Transverse Line - Painted	LF	$ 4.00	0	$ -			$ -	$ -
42	12" Crosswalk/Stop/Transverse Line - Preformed Ther	LF	$ 16.59	0	$ -			$ -	$ -
43	24" Stop Line - Preformed Thermoplastic	LF	$ 27.66	0	$ -			$ -	$ -
44	Handicapped Parking Symbol	EA	$ 337.51	0	$ -			$ -	$ -
45	0.08 in Flat Sheet Sign	SF	$ 55.32	0	$ -			$ -	$ -
46	City standard sign post	LF	$ 162.25	0	$ -			$ -	$ -
47	Sign - Street Name per E911 Addressing Ordinance	EA	$ 491.07	9	$ 4,419.63			$ -	$ 4,419.63
48	Guard Rail - Steel Beam & Posts	LF	$ 45.73	0	$ -			$ -	$ -
49	Fence - Chain Link 6' High	LF	$ 52.39	0	$ -			$ -	$ -
50	Fence - Wood 3-Rail	LF	$ 47.68	0	$ -			$ -	$ -
51	Fence - Decorative Iron, 42" High	LF	$ 92.19	0	$ -			$ -	$ -
52	Pedestrian/Bicycle Barrier Railing - Wood - 42" high	LF	$ 64.05	0	$ -			$ -	$ -
53	Lights - Parking Lot (light fixture, foundation, & wiring)	EA	$ 8,147.45	0	$ -			$ -	$ -
54	Bollards (wood or steel)	EA	$ 758.19	0	$ -			$ -	$ -
55	Traffic Control/Stop Light (WVDOH cost estimate)	EA	DOH estimate required.	0	$ -			$ -	$ -
3.1	**Landscaping**								
1	Transplanting Trees (6' or less)	EA	$ 230.04	0	$ -			$ -	$ -
2	Transplanting Shrubs	EA	$ 141.36	0	$ -			$ -	$ -
3	Plant Shrubs (Evergreen or Deciduous)	EA	$ 184.39	0	$ -			$ -	$ -
4	Plant Tree (2"-3" caliper) - Evergreen	EA	$ 455.31	0	$ -			$ -	$ -
5	Plant Tree (2"-3" caliper) - Deciduous	EA	$ 695.65	69	$ 47,999.85			$ -	$ 47,999.85
6	Plant Tree (2"-3" caliper) - Flowering	EA	$ 486.83	87	$ 42,354.21			$ -	$ 42,354.21
7	Plant Ground Cover	EA	$ 8.60	0	$ -			$ -	$ -
8	Plant Wetlands or Bioretention Vegetation	EA	$ 30.73	0	$ -			$ -	$ -
9	Plant Screen Trees	EA	$ 239.08	0	$ -			$ -	$ -
10	Plant Street/Shade Trees	EA	$ 509.46	0	$ -			$ -	$ -
11	Mulching (wood landscape mulch in place)	CY	$ 99.57	0	$ -			$ -	$ -
4.1	**Sanitary Sewer System**								
1	2" PVC Schedule 80 Pipe (force main)	LF	$ 135.22	0	$ -			$ -	$ -
2	6" PVC Schedule 80 Pipe	LF	$ 131.02	0	$ -			$ -	$ -
3	8" PVC Schedule 80 Pipe	LF	$ 105.34	4220	$ 444,534.80			$ -	$ 444,534.80
4	10" PVC Schedule 80 Pipe	LF	$ 119.55	0	$ -			$ -	$ -
5	Manhole 4' Diameter (6' height or less)	EA	$ 6,356.23	19	$ 120,768.37			$ -	$ 120,768.37
6	Grease Trap	EA	$ 6,779.08	0	$ -			$ -	$ -
7	4" Service Lateral (20' to Edge of R.O.W./Property Line	LF	$ 76.34	1600	$ 122,144.00			$ -	$ 122,144.00
8	Sanitary Sewer Pump Station (sewage pump)	EA	Detailed estimate required.	0	$ -			$ -	$ -
9	Road Bore/Crossing (with Pipe & Steel Casing)	LF	Detailed estimate required.	0				$ -	$ -
4.2	**Potable Water System**								
1	3/4" Copper Service Line	LF	$ 131.59	1880	$ 247,389.20			$ -	$ 247,389.20
2	1" Copper Service Line	LF	$ 130.55	0	$ -			$ -	$ -
3	2" Copper Service Line	LF	$ 62.86	0	$ -			$ -	$ -
4	4" Ductile Iron Pipe	LF	$ 61.80	0	$ -			$ -	$ -
5	6" Ductile Iron Pipe	LF	$ 86.69	0	$ -			$ -	$ -
6	8" Ductile Iron Pipe	LF	$ 117.22	2492	$ 292,112.24			$ -	$ 292,112.24

7	10" Ductile Iron Pipe	LF	$ 126.31	0	$ -			$ -	$ -
8	12" Ductile Iron Pipe	LF	$ 135.38	2749	$ 372,159.62			$ -	$ 372,159.62
9	Fire Hydrant with 6" line	LF	$ 5,955.99	5	$ 29,779.95			$ -	$ 29,779.95
10	4" Gate Valve & Box	EA	$ 1,241.17	0	$ -			$ -	$ -
11	6" Gate Valve & Box	EA	$ 1,679.69	0	$ -			$ -	$ -
12	8" Gate Valve & Box	EA	$ 1,601.74	0	$ -			$ -	$ -
13	10" Gate Valve & Box	EA	$ 2,233.48	0	$ -			$ -	$ -
14	12" Gate Valve & Box	EA	$ 3,708.43	0	$ -			$ -	$ -
15	Pressure Reducing Valve & Vault	EA	Detailed estimate required.	0	$ -			$ -	$ -
16	Tapping Sleeve & Valve for Water Service Connection	EA	Detailed estimate required.	0				$ -	$ -
17	Water Meter Setter, Box & Service Line Tap	EA	$ 2,965.22	93	$ 275,765.46			$ -	$ 275,765.46
5.1	**Storm Water Management & Storm Drainage**								
	SWM Basin/Ponds								
1	Excavation - Basin/Pond	CY	$ 26.44	2740	$ 72,445.60			$ -	$ 72,445.60
2	Excavation - Core Trench	CY	$ 23.16	0	$ -			$ -	$ -
3	Embankment Construction - On-Site Material	CY	$ 25.11	0	$ -			$ -	$ -
4	Embankment Construction - Imported Material	CY	$ 47.17	0	$ -			$ -	$ -
5	Impervious Core	SF	$ 2.21	0	$ -			$ -	$ -
6	Concrete Control Structure and Pipe Cradles	CY	$ 1,093.91	0	$ -			$ -	$ -
7	Corrugated Metal Pipe Control Structure	EA	$ 7,214.88	0	$ -			$ -	$ -
8	Dewatering Pipes or Structures	EA	$ 1,046.21	1	$ 1,046.21			$ -	$ 1,046.21
9	Filter Stone for Dewatering Pipe (1" to 2" dia. clean)	CY	$ 66.40	0	$ -			$ -	$ -
10	Antiseep Collar	Each per foot of width	$ 59.36	0	$ -			$ -	$ -
11	Trash Rack	Each per inch dia.	$ 60.57	48	$ 2,907.36			$ -	$ 2,907.36
12	Water Tight Pipe Bands	Each per inch dia.	$ 12.07	0	$ -			$ -	$ -
13	Bio-Retention Basin	SF	$ 43.02	0	$ -			$ -	$ -
	PVC Slotted Pipe								
14	4" PVC Slotted or Perforated Drain Pipe	LF	$ 18.44	0	$ -			$ -	$ -
15	6" PVC Slotted or Perforated Drain Pipe	LF	$ 19.67	0	$ -			$ -	$ -
16	8" PVC Slotted or Perforated Drain Pipe	LF	$ 30.57	0	$ -			$ -	$ -
17	12" PVC Slotted or Perforated Drain Pipe	LF	$ 42.66	0	$ -			$ -	$ -
	Corrugate Metal Pipe (Circular)								
18	15" Storm Drain Pipe	LF	$ 132.13	0	$ -			$ -	$ -
19	18" Storm Drain Pipe	LF	$ 118.78	0	$ -			$ -	$ -
20	24" Storm Drain Pipe	LF	$ 173.32	0	$ -			$ -	$ -
21	30" Storm Drain Pipe	LF	$ 199.38	0	$ -			$ -	$ -
22	36" Storm Drain Pipe	LF	$ 263.73	0	$ -			$ -	$ -
23	42" Storm Drain Pipe	LF	$ 290.09	0	$ -			$ -	$ -
24	48" Storm Drain Pipe	LF	$ 308.81	0	$ -			$ -	$ -
25	54" Storm Drain Pipe	LF	$ 348.01	0	$ -			$ -	$ -
26	60" Storm Drain Pipe	LF	$ 354.83	0	$ -			$ -	$ -
	Reinforced Concrete Pipe (circular)								
27	15" Storm Drain Pipe	LF	$ 192.32	0	$ -			$ -	$ -
28	18" Storm Drain Pipe	LF	$ 125.37	0	$ -			$ -	$ -
29	24" Storm Drain Pipe	LF	$ 141.37	0	$ -			$ -	$ -
30	30" Storm Drain Pipe	LF	$ 172.85	0	$ -			$ -	$ -
31	36" Storm Drain Pipe	LF	$ 272.11	0	$ -			$ -	$ -
32	42" Storm Drain Pipe	LF	$ 277.14	0	$ -			$ -	$ -
33	48" Storm Drain Pipe	LF	$ 442.70	0	$ -			$ -	$ -
34	54" Storm Drain Pipe	LF	$ 438.49	0	$ -			$ -	$ -
35	60" Storm Drain Pipe	LF	$ 466.13	0	$ -			$ -	$ -
	High Density Polyethylene (HDPE) Pipe (Circular)								
36	15" Storm Drain Pipe	LF	$ 129.16	465	$ 60,059.40			$ -	$ 60,059.40
37	18" Storm Drain Pipe	LF	$ 155.61	539	$ 83,873.79			$ -	$ 83,873.79
38	24" Storm Drain Pipe	LF	$ 172.80	941				$ -	$ -
39	30" Storm Drain Pipe	LF	$ 230.77	122	$ 28,153.94			$ -	$ 28,153.94
40	36" Storm Drain Pipe	LF	$ 251.56	431	$ 108,422.36			$ -	$ 108,422.36
41	42" Storm Drain Pipe	LF	$ 279.78	171	$ 47,842.38			$ -	$ 47,842.38
42	48" Storm Drain Pipe	LF	$ 311.09	0	$ -			$ -	$ -
43	54" Storm Drain Pipe	LF	$ 348.81	0	$ -			$ -	$ -
44	60" Storm Drain Pipe	LF	$ 365.18	0	$ -			$ -	$ -
	End Sections (Circular) - Metal (for CMP and HDPE Pipe)								
45	15" Metal End Section	EA	$ 1,313.42	2	$ 2,626.84			$ -	$ 2,626.84
46	18" Metal End Section	EA	$ 1,395.78	0	$ -			$ -	$ -
47	24" Metal End Section	EA	$ 1,650.66	0	$ -			$ -	$ -
48	30" Metal End Section	EA	$ 1,950.74	1	$ 1,950.74			$ -	$ 1,950.74
49	36" Metal End Section	EA	$ 2,126.65	0	$ -			$ -	$ -
50	42" Metal End Section	EA	$ 4,068.55	0	$ -			$ -	$ -
51	48" Metal End Section	EA	$ 4,672.58	0	$ -			$ -	$ -
52	54" Metal End Section		$ 5,363.56	0	$ -			$ -	$ -
53	60" Metal End Section		$ 7,958.47	0	$ -			$ -	$ -
	End Sections (Circular) - Concrete								
54	15" RCP End Section	EA	$ 1,085.89	0	$ -			$ -	$ -
55	18" RCP End Section	EA	$ 1,179.15	0	$ -			$ -	$ -

56	24" RCP End Section	EA	$ 1,397.01	0	$ -			$ -	$ -
57	30" RCP End Section	EA	$ 1,783.56	0	$ -			$ -	$ -
58	36" RCP End Section	EA	$ 2,147.41	0	$ -			$ -	$ -
59	42" RCP End Section	EA	$ 3,027.42	0	$ -			$ -	$ -
60	48" RCP End Section	EA	$ 3,407.70	0	$ -			$ -	$ -
61	54" RCP End Section	EA	$ 3,904.36	0	$ -			$ -	$ -
62	60" RCP End Section	EA	$ 4,524.56	0	$ -			$ -	$ -
	Corrugated Metal Pipe Arch								
63	17" x 13" Storm Drain Pipe	LF	$ 132.54	0	$ -			$ -	$ -
64	21" x 15" Storm Drain Pipe	LF	$ 103.76	0	$ -			$ -	$ -
65	24" x 18" Storm Drain Pipe	LF	$ 193.60	0	$ -			$ -	$ -
66	35" x 24" Storm Drain Pipe	LF	$ 202.43	0	$ -			$ -	$ -
67	42" x 29" Storm Drain Pipe	LF	$ 233.62	0	$ -			$ -	$ -
68	57" x 38"Storm Drain Pipe	LF	$ 243.17	0	$ -			$ -	$ -
69	64" x 43" Storm Drain Pipe	LF	$ 311.00	0	$ -			$ -	$ -
	Reinforced Concrete Elliptical Pipe								
70	23" x 14" Storm Drain Pipe	LF	$ 213.10	0	$ -			$ -	$ -
71	30" x 19" Storm Drain Pipe	LF	$ 237.01	0	$ -			$ -	$ -
72	38" x 24" Storm Drain Pipe	LF	$ 286.19	0	$ -			$ -	$ -
73	45" x 29" Storm Drain Pipe	LF	$ 419.99	0	$ -			$ -	$ -
74	53" x 34" Storm Drain Pipe	LF	$ 571.59	0	$ -			$ -	$ -
75	60" x 38" Storm Drain Pipe	LF	$ 576.95	0	$ -			$ -	$ -
76	68" x 43" Storm Drain Pipe	LF	$ 393.36	0	$ -			$ -	$ -
	End Sections - Corrugated Metal Pipe Arch (for CMP and HDPE Pipe)								
77	17" x 13" Metal End Section	EA	$ 629.21	0	$ -			$ -	$ -
78	21" x 15" Metal End Section	EA	$ 702.00	0	$ -			$ -	$ -
79	24" x 18" Metal End Section	EA	$ 792.87	0	$ -			$ -	$ -
80	35" x 24" Metal End Section	EA	$ 1,060.57	0	$ -			$ -	$ -
81	42" x 29" Metal End Section	EA	$ 1,352.18	0	$ -			$ -	$ -
82	57" x 38" Metal End Section	EA	$ 1,424.05	0	$ -			$ -	$ -
83	64" x 43" Metal End Section	EA	$ 1,816.79	0	$ -			$ -	$ -
	End Sections - Reinforced Concrete Elliptical Pipe								
84	23" x 14" RCP End Section	EA	$ 1,254.37	0	$ -			$ -	$ -
85	30" x 19" RCP End Section	EA	$ 1,387.49	0	$ -			$ -	$ -
86	38" x 24" RCP End Section	EA	$ 1,876.32	0	$ -			$ -	$ -
87	45" x 29" RCP End Section	EA	$ 2,187.69	0	$ -			$ -	$ -
88	53" x 34" RCP End Section	EA	$ 2,842.27	0	$ -			$ -	$ -
89	60" x 38" RCP End Section	EA	$ 2,624.46	0	$ -			$ -	$ -
90	68" x 43" RCP End Section	EA	$ 3,435.77	0	$ -			$ -	$ -
	Storm Drain Structures								
91	Drop Inlet	EA	$ 5,128.73	0	$ -			$ -	$ -
92	Curb Inlet - 6' Opening	EA	$ 6,966.44	22	$ 153,261.68			$ -	$ 153,261.68
93	Curb Inlet - 10' Opening	EA	$ 8,294.14	5	$ 41,470.70			$ -	$ 41,470.70
94	Curb Inlet - 12' Opening	EA	$ 8,914.33	0	$ -			$ -	$ -
95	Curb Inlet - 16' Opening	EA	$ 10,033.69	0	$ -			$ -	$ -
96	Curb Inlet - 20' Opening	EA	$ 10,914.45	0	$ -			$ -	$ -
97	Manhole (4' dia., 6' height or less)	EA	$ 7,401.63	6	$ 44,409.78			$ -	$ 44,409.78
	Outfall & Channel Protection								
98	Concrete Endwall/Wingwall	SF	$ 122.67	0	$ -			$ -	$ -
99	Gabion Basket Structure	CY	$ 282.48	0	$ -			$ -	$ -
100	Rip-Rap Stone - Class 1	CY	$ 103.45	24	$ 2,482.80			$ -	$ 2,482.80
5.1	**Civic Standards**								
1	Small Playground Tot Lot (< 10 Children)	EA	$ 22,126.60	1	$ 22,126.60			$ -	$ 22,126.60
2	Medium Playground Tot Lot (10-50 Children)	EA	$ 61,462.77	0	$ -			$ -	$ -
3	Large Playground Tot Lot (50+ Children)	EA	$ 122,925.53	0	$ -			$ -	$ -
6.1	**Miscellaneous Site Construction & Structures**								
1	Bus Stop Enclosure	EA	$ 4,354.44	0	$ -			$ -	$ -
2	Mail Box Cluster	EA	$ 2,817.87	1	$ 2,817.87			$ -	$ 2,817.87
3	Construction Stake-out	AC	$ 11,883.89	8.34	$ 99,111.64			$ -	$ 99,111.64
4	Traffic Control During Construction	LS	Detailed estimate required.	0	$ -			$ -	$ -
5	Special Items not specially included in worksheet items	EA	Detailed estimate required.	0				$ -	$ -
6	Set Property Corners	EA	$ 147.51	136	$ 20,061.36			$ -	$ 20,061.36

Grand Total All Costs	$ 4,381,393.61
Mobilization (5%)	$ 219,069.68
15% Contingency	$ 690,069.49
Subtotal (Mobilization , Contingency)	$ 909,139.17
TOTAL BOND AMOUNT	$ 5,290,532.79

Completed	$ -	$ 4,381,393.61	Remaining Work
20% Guaranty	**$ -**	$ 219,069.68	Mobilization (5%)
		$ 690,069.49	Contingency (15%)
Subtotal Release	$ -	$ 909,139.17	Subtotal (Contingency, Mobilization)
		$ 5,290,532.79	Subtotal (Remaining Work, Contingency, Mobilization)
	Remaining Bond	**$ 5,290,532.79**	Subtotal w/ Guaranty
		$ -	Surety to Release
		$ -	Contingency , Mobilization to Release
	Approved Release Total	**$ -**	

AGENDA ITEM III.3

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Public Hearing -To accept public comments to enter into a development agreement for Huntwell West Phase 3A.

ATTACHMENTS:

legal notice Huntwell West 3A final plat.docx 08312026.docx

LEGAL NOTICE
PUBLIC HEARING NOTICE
CITY OF RANSON

The Ranson Planning Commission will hold a public hearing on Monday, August 31, 2026 at 7:00 PM, Ranson City Hall, 312 S. Mildred Street, Ranson, WV. The purpose of the public hearing is to accept public comments on accepting the bond proposal for Huntwell West Phase 3A and entering into a development agreement for Huntwell West Phase 3A. This plan includes 136 lots (494-504, 516-526, 539-561, 574-584, 590-600, 606-609, 615-679).

All persons are invited to attend and make comments about the proposed bond, and development agreement. Copies of the proposed bond and development agrement are available upon request in the Community Development Department. If you cannot attend but wish to comment, you may write and to the following address prior to August 31, 2026: City of Ranson, Attn: Community Development Department, 312 S. Mildred Street, Ranson, WV 25438 or email cityclerk@ransonwv.us. Written Comments received prior to August 31, 2026, will be provided to the Planning Commission and inserted into the official record.

AGENDA ITEM III.4

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: 26-16 -Consideration - Applicant Morris and Ritchie submitted an application to enter into a development agreement for Huntwell WV, LLC for Huntwell West Phase 3A.

Huntwell West Phase 3A. this plan includes 136 lots (494-504, 516-526, 539-561, 574-584, 590-600, 606-609, 615-679).

ATTACHMENTS:

26-16-huntwell 3a application-signed_Redacted.pdf
Huntwell_West_3adevagreement.pdf

City of Ranson

Community Development Department

312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone (304) 725-1010 Fax (304) 728-8579
Email: permits@ransonwv.us

RANSON
AT THE CENTER OF OPPORTUNITY.

Planning Commission:
Tony Grant, President
Mike Anderson
Kim Biddle
Walt Burke
Shannon Reed

APPLICATION FOR REVIEW

PROJECT NAME: Huntwell West Phase 3A

PROJECT DESCRIPTION: 136 lots (91 single family, 45 town-homes)

MAP#: 9 **PARCEL#:** 8 **CURRENT ZONING:** SC-NC **PROPOSED ZONING:** SC-NC

SITE AREA (ACRES): 190.07 **# OF LOTS:** 136 **AREA IN LOTS:** 28.59 AC

AREA IN SWM: 1.19 AC **AREA IN RIGHT OF WAY:** 8.34 AC

WATER SERVICE: PUBLIC ☑ **PRIVATE** ☐ **PROVIDER** American water

SEWER SERVICE: PUBLIC ☑ **PRIVATE** ☐ **PROVIDER** CTUB

SEWER FLOW (GALLONS PER DAY AT BUILD-OUT): 53,040

SUBMITTAL/FEE INFORMATION

- ☐ Minor Subdivision Plat-$250
- ☐ Sketch Plat-$1,000 base fee plus $100.00 per acre for the first 10 lots/dwelling units and $25 for each additional lot/dwelling unit (whichever is greater)
- ☐ Preliminary Plat-$500 base fee
- ☐ Construction Plan: Storm Sewer-$2.00 per linear feet
- ☐ Construction Plan: Water Line-$1.00 per linear feet
- ☐ Construction Plan: Curb and Gutter-$2.00 per linear feet
- ☐ Construction Plan: Sidewalk-$2.00 per linear feet
- ☐ Construction Plan: Sanitary Sewer-$2.00 per linear feet
- ☐ Construction Plan: Street-$1.00 per linear feet
- ☐ Overlot Grading Plan-$125 per lot
- ☐ Construction Plan: Landscape, Buffering, and Open Space-$250
- ☐ Site Plan (residential)-$1,000 plus $100 per acre for the first 10 acres; $25 per thereafter
- ☐ Site Plan (non-residential)-$1,000
- ☐ Site Plan (non-residential) on parcels containing more than 1 acre-$1,000 plus $100 per acre for the first five (5) acres; $25 each per acre thereafter
- ☑ Final Plat-$1,000 base fee plus $50 per acre
- ☐ Correction Plat-$500 (Please note the type of plat you are providing corrections for) _____
- ☐ Boundary Line Adjustment Plat-$250
- ☐ Easement Plat-$250 flat fee
- ☐ Rough Grading Plan-$200 per acre
- ☐ Floodplain Study-$1,500
- ☐ Traffic Study-$1,000
- ☐ Variation Request-$750 per section varied
- ☐ Text or Map Adjustment-$500
- ☐ Request for Preliminary Authorization-$100
- ☐ Rezoning Filing Fee-$1,000 base fee plus $100 per acre for each of the first ten (10) acres, then $25.00 per acre thereafter
- ☐ Re-submittal fee-Half of the original submission fee (please note the type of plat/plan you are re-submitting) _____

OWNER/APPLICANT INFORMATION

Owner I (Print) Huntwell WV LLC Percent of Ownership 100
Address PO BOX 1875, Martinsburg WV, 25402
Phone: [redacted] Fax/Email: [redacted]

Owner II (Print) _____ Percent of Ownership _____
Address _____
Phone: _____ Fax/Email: _____

Owner III (Print) _____ Percent of Ownership _____
Address _____
Phone: _____ Fax/Email: _____

Applicant (Print) Hunter Wilson
Address PO BOX 1875, Martinsburg WV, 25402
Phone: [redacted] Fax/Email: [redacted]

Developer (Print) Hunter Wilson
Address PO BOX 1875, Martinsburg WV, 25402
Phone: [redacted] Fax/Email: [redacted]

Engineer/Surveyor (Print) Todd Heck
Address: 205 E. Hirst Road, Suite 106, Purcellville VA, 20132
Phone: [redacted] Fax/Email: [redacted]

OWNER'S WRITTEN AUTHORIZATION

Please direct all correspondence to: ☐ Owner(s) ☑ Developer ☑ Engineer

As the owner of this property, I certify that this application is complete and accurate to the best of my knowledge. I understand that any information lacking in such application shall be deemed incomplete and shall not be considered for review. Furthermore, I authorize the City to direct all correspondence to the above noted party who is also authorized and designated as my agent during review of this application.

Signature (owner): _____ Date: 5/11/26

Signature: (applicant) _____ Date: 5/11/26

**********For Office Use Only**********

Date Received: _____ **By:** _____

Fee paid: _____ **Check Number:** _____

RECORDING REQUESTED By
City of Ranson Planning Commission

WHEN RECORDED RETURN To

City of Ranson
312 S. Mildred Street
Ranson, WV 25438

DEVELOPMENT AGREEMENT HUNTWELL WEST 3A BETWEEN THE CITY OF RANSON AND HUNTWELL WV LLC;

THIS AGREEMENT is made and entered into by and between the City of Ranson Planning Commission, hereinafter referred to as "City" and sometimes "Ranson" and Huntwell WV LLC, hereinafter referred to as "Subdivider/Developer" or "Developer," for a subdivision known as Huntwell West Phase 3A, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Subdivider/Developer has presented to City for approval a final subdivision or parcel map (hereinafter called "Map") entitled and Final Plat Showing Phase 3A, and

WHEREAS, Subdivider/Developer has requested approval of the map prior to the construction and completion of the improvements required by the Ranson Planning Commission and Ranson City Council, including all street lights, roadways or public ways and public utility facilities which are a part of, or appurtenant to, the subdivision (hereinafter called "Subdivision") designated in the map, all in accordance with the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of subdivision, which plans and specifications are now on file in the Planning and Zoning Department of the City, and

WHEREAS, the Developer will need to record a Final Plat consistent with the approved Land Development Plan and Plat for each Phase of the Development.

WHEREAS, this agreement is executed pursuant to the provisions of land use planning as set forth in West Virginia Code §8A-1-1 and the Ranson Municipal Code;

NOW THEREFORE, in the best interest of the City of Ranson and in consideration of Developer posting security; and, in order to insure satisfactory performance by Developer of its obligations under Ranson's Land Development ordinances; and to clarify that a recorded final plat for Phase 3A will have to be recorded to ensure consistency with the approved Land Development Plan and Plat, the parties agree as follows:

1. Performance of Work

Subdivider/Developer will do and perform, or cause to be done and performed, at Subdivider/Developer's own expense, in a good and workmanlike manner and furnish all required materials, all under the direction and to the satisfaction of the City, all of the work and improvements required by the Ranson Planning Commission for this subdivision in accordance with the plans and specifications on file as herein specified, or with any changes required or ordered by the City, which in its opinion are necessary or required to complete the work. Any sewer work or water supply work shall be subject to the approval of the certified utility holding the franchise to provide services at the development site.

2. Work: Places and Grades to be Approved by Engineer

All of said work is to be done at the places, of the materials, in the manner, and at the grades, all as shown upon the plans and specifications therefore, heretofore approved by the Ranson Planning Commission and which are now on file in its office, and to the sole satisfaction of the City. The actual work of surveying shall be performed shall be performed by a qualified and duly licensed professional and agent of the Subdivider/Developer.

3. Specifications

The work embraced herein shall be done in accordance with the provisions of the West Virginia Code §8A, the Ranson Municipal Code, the Ranson Design Guidelines, or the Ranson Standard Engineering Detail Manual and the standards and methods required by the serving water and/or sewer utility.

Whenever in the said State Standard Specifications the following terms are used, they shall be understood to mean the following State, Department of Transportation, City or Owner: City of Ranson, West Virginia.

Director: The City Manager of the City of Ranson.

Engineer: Whenever not qualified, shall mean the City Engineer of the City of Ranson, West Virginia acting either directly or through his or her properly authorized agents, each agent acting only within the scope of the authority delegated by the City.

Laboratory: The laboratory to be approved by the City of Ranson to test materials and work involved in the construction provided for under this agreement.

In case of conflict between any of the aforementioned authorities, the Ranson standard shall prevail.

In case of conflict between any of the aforementioned authorities, the plans and this agreement, the approved plans and this agreement shall take precedence over and be used in lieu of such conflicting portions of the aforementioned authorities.

4. Work: Time for Completion

City hereby fixes the time for the completion of said work is within two years after the date of approval of the final or parcel map for recordation with the County Recorder of Jefferson County, West Virginia. At least two (2) calendar days prior to the commencement of work hereunder, Subdivider/Developer shall notify the City of the date fixed by Subdivider/Developer for commencement thereof, so that the City shall be able to provide services of inspection.

5. Time of Essence – Extension

Time is of the essence of this agreement; provided that in the event good cause is shown therefore, the Ranson Planning Commission may extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to the Subdivider/Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The Ranson Planning Commission shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider/Developer to an extension.

6. Repairs or Replacements

Subdivider/Developer shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments shown on the map which have been destroyed or damaged, and Subdivider/Developer shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, or any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of West Virginia, or any agency or political subdivision thereof, or by the City or by an public or private corporation, or by an person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

7. Permits: Compliance with Law

Subdivider/Developer shall, at Subdivider/Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

8. Superintendence by Subdivider/Developer

Subdivider/Developer shall give personal superintendence to the work on said improvement, or have a duly qualified foreman or superintendent or superintendent, by the City and/or the serving utility, on the work at all times during progress, with authority to act for the Subdivider/Developer.

9. Inspection by City of Ranson

Subdivider/Developer shall at all times maintain proper facilities, and provide safe access for inspection by the City and/or the serving utility to all parts of the work, and to the shops wherein the work is in preparation.

10. Contract Security

Concurrently with the execution hereof, Subdivider/Developer shall furnish a bond in an amount equal to one hundred twenty-five percent (125%) of the approved Engineer's estimate as security for the faithful performance of this agreement.

Similarly, Subdivider/Developer shall furnish a bond in an amount equal to at least fifty percent (50%) of the said price as security for the payment of all persons performing labor and furnishing materials in the construction of this tract.

The said bonds shall be in cash, letter of credit, or bonds provided by a surety satisfactory to the City, or in such other form as may be provided for by law. The said bonds shall be worded and dated to

become effective immediately upon failure of the Subdivider/Developer to complete the work subject to the bonds within the two-year period allowed or any extensions thereof allowed by the City.

11. Hold-Harmless Agreement

Subdivider/Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Subdivider/Developer's or Subdivider/Developer's contractors', subcontractors', agents', or employees' operations under this agreement, whether such operations be by Subdivider/Developer or by any of Subdivider/Developer's contractors, subcontractors, or by any one or more, persons directly or indirectly employed by, or acting as agent for Subdivider/Developer or any of Subdivider/Developer's contractors, or subcontractors. Subdivider/Developer agrees to, and shall defend City and its elective and appointive boards, commission, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

That the aforesaid hold-harmless agreement by Subdivider/Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision, or regardless of whether or not any of the insurance policies described herein shall have been determined to be applicable to any of such damages or claims for damages.

12. Subdivider/Developer's Insurance

Subdivider/Developer shall not commence work under this agreement until Subdivider/Developer shall have obtained all insurance and/or bonding required under this paragraph, nor shall Subdivider/Developer allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Compensation insurance

Subdivider/Developer shall maintain, during the life of this agreement, Workmen's Compensation insurance as required by prevailing West Virginia law for all Subdivider/Developer's employees employed at the site of the improvement, and in case any work is sublet, Subdivider/Developer shall require any contractor or subcontractor similarly to provide Workmen's Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider/Developer. Subdivider/Developer hereby indemnifies City for any damage resulting to it from failure of either Subdivider/Developer or any contractor or subcontractor to take out or maintain such insurance.

Public Liability and Property Damage Insurance

Subdivider/Developer shall take out and maintain during the life of this agreement such public liability and property damage insurance with coverage limits adequate to fully insure the City, its elective and appointive boards, commissions, officers, agents, and employees, Subdivider/Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from

Subdivider/Developer's or any contractor's or subcontractor's operations hereunder, whether such operations be by Subdivider/Developer or any contractor or subcontractor, or by anyone directly or indirectly employed by either Subdivider/Developer or any contractor or subcontractor.

Contractual Liability Insurance

Subdivider/Developer shall take out and maintain during the life of the agreement an insurance policy with limits adequate to fully insure the City, its elective and appointive boards, commissions, officers, agents and employees, Subdivider/Developer and any contractor or subcontractor performing work covered by this agreement against damages sustained by reason of any action or actions at law or in equity, and/or any claims or demands by reason of any breach or alleged breach of any contract, or provision thereof, or by reason of any contractual liability or alleged contractual liability on any contract, entered into by Subdivider/Developer and/or any of Subdivider/Developer's contractors, subcontractors, agents and/or employees.

In the event that any of the aforesaid insurance policies provided for herein insures any entity, person, board or commission other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy, City, its elective and appointive boards, commissions, officers, agents and employees, Subdivider/Developer and any contractor or subcontractor performing work covered by this agreement.

13. Title to Improvements

Title to, and ownership of, all street improvements and sewers constructed hereunder by Subdivider/Developer shall vest absolutely in City, upon completion and acceptance of such improvements by City. Title to water and sewer works shall vest in the serving public utility upon completion and acceptance of these improvements by the serving utility.

14. Repair or Reconstruction of Defective Work

If, within a period of one year after final acceptance of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider/Developer, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Subdivider/Developer shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider/Developer fail to act promptly, or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider/Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Subdivider/Developer shall pay to the City the actual cost of such repairs plus fifteen percent (15%).

15. Subdivider/Developer not Agent of City

Neither Subdivider/Developer nor any of Subdivider/Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider/Developer's obligations under this agreement.

16. Cost of Engineering and Inspection

Subdivider/Developer shall reimburse City for all engineering review, on-site inspection, and administrative fees furnished by City in connection with the subdivision as specified in the Fee Payment Agreement executed by the Subdivider/Developer simultaneously herewith.

17. Notice of Breach and Default

If Subdivider/Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Subdivider/Developer should be adjudged a bankrupt, or Subdivider/Developer should make a general assignment for the benefit of Subdivider/Developer's insolvency or is Subdivider/Developer, or any of Subdivider/Developer's contractors, subcontractors, agents, or employees , should violate any of the provisions of this agreement, City Engineer or City Council may serve written notice upon Subdivider/Developer and Subdivider/Developer's surety of breach of this agreement, or of any portion thereof, and default of Subdivider/Developer. An assignment of this Agreement to a qualified third party to complete the work complete the work contemplated herein, which is unrelated to any bankruptcy or insolvency proceedings, shall not be deemed a breach of this Agreement.

18. Breach of Agreement: Performance by Surety or City of Ranson

In the event of any such notice, Subdivider/Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider/Developer, and Subdivider/Developer's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider/Developer as may be on the site of the work and necessary therefor.

19. Substantial Completion and Completion

Upon Substantial Completion of the work described in the said Agreement and upon the City Council authorizing a written Notice of Substantial Completion and Acceptance of said work, the City will release all hold and any claims to 50% of the amount specified above, for faithful performance. "Substantial Completion" shall include compliant and accepted base paving of the roads in the Subdivision. Upon completion of all the work described in the said Agreement and upon the City Council authorizing a written Notice of Completion and Acceptance of said work, the City will release all hold and any claims to 80% of the reduced bond amount, for faithful performance. The remaining 20% shall be held by the City for a period of one (1) year after the date of the Notice of Completion as a guaranteed bond to secure the performance of Section 14 of this Agreement and shall thereafter be released. The amount specified above for labor and materials shall be held by us for a period of one (1) year after the date of final acceptance of the improvements specified in the said Agreement. 20. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid. Notices required to be given to City shall be addressed as follows: City of Ranson

Attn: City Manager

312 South Mildred Street

Ranson, WV 25438

Notices required to be given to Subdivider/Developer shall be addressed as follows:

Huntwell WV LLC

PO Box 1875

Martinsburg, WV 25402

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

21. Binding Effect of Agreement

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors and assigns.

22. Authority

Any conflict arising from this Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

DATED this 31 day of August 2026.

RANSON PLANNING COMMISSION

By: _____
Mike Fagan, President

Its: President

SUBDIVIDER/DEVELOPER

_____
Huntwell WV LLC

By: _____

Its: _____

AGENDA ITEM III.5

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Public Hearing - To accept public comments to accept the bond for Parkland Commons Section 3.

ATTACHMENTS:

legal notice Parkland Commons Section 3 final plat.docx 8312026.docx

LEGAL NOTICE
PUBLIC HEARING NOTICE
CITY OF RANSON

The Ranson Planning Commission will hold a public hearing on Monday, August 31, 2026 at 7:00 PM at Ranson City Hall, 312 S. Mildred Street, Ranson, WV. The purpose of the public hearing is to accept public comments on the bond proposal for Parkland Commons Section 3 and enter into a development agreement for Parkland Commons Section 3. This plan includes 20 lots (T7-T17 & T38-T48).

All persons are invited to attend and make comments about the proposed bond, and development agreement. Copies of the bond proposal and the development agreement are available upon request in the Community Development Department. If you cannot attend but wish to comment, you may write and to the following address prior to August 31, 2026: City of Ranson, Attn: Community Development Department, 312 S. Mildred Street, Ranson, WV 25438 or email cityclerk@ransonwv.us. Written Comments received prior to August 31, 2026, will be provided to the Planning Commission and inserted into the official record.

AGENDA ITEM III.6

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: 26-17-FP- Consideration - Applicant Site Planning, Design and Survey LLC submitted an application on behalf of New Vision Development, LLC for a bond for Section 3, of Parkland Commons commonly known as the Foundry.

Parkland commons formly known as the Foundry, located off N Mildred St. The total bonded amount is currently $806,756.54 and the reduction request is for $506,536.55 leaving $ 300,219.99 in totoal. Completion of Work : Earthwork, Waterline, Sanitary Sewer, Curb & Gutter, Storm Sewer, Base Pavement, Street Lighting.

ATTACHMENTS:

PC 26-12 Parkland 3.docx
26-17-FP staff report.docx
26-17-FP-20260604 Foundry Bonding Estimate Section 3 Rev 2.pdf
26-17-FP-fp checklist.pdf
26-17-FP-parkland phase 3 fp.pdf

Resolution PC - 2026-12

A Resolution Of The Planning Commission Of The City Of Ranson Approving A Development Agreement And Accepting A Guarantee Surety (Bond) For Required Physical Improvements Between The Ranson Planning Commission And New Vision Development, LLC For A Subdivision Known As “Parkland Commons," Section 3, Lots T7-T17 And Lots T38-T48.

THE PLANNING COMMISSION OF THE CITY OF RANSON RESOLVES AS FOLLOWS:

Section 1. The Planning Commission of the City of Ranson, pursuant to its authority under Section 16-60 of the Ranson Municipal Code, hereby approves the attached Development Agreement by and between the Ranson Planning Commission and New Vision Development, LLC for the subdivision commonly referred to and known as “Parkland Commons," Section 3, Lots T7-T17 and Lots T38-T48.

Section 2. The Planning Commission hereby accepts the corporate surety in lieu of completion of the required on-site improvements, as described in Section 16-82 of the Ranson Municipal Code and as outlined in the Development Agreement presented to the Planning Commission on August 31, 2026, for New Vision Development, LLC for the subdivision commonly referred to and known as “Parkland Commons," Section 3, Lots T7-T17 and Lots T38-T48.

Section 3. The approved bonded amount shall be held in the amount of Nine Hundred Twenty-Five Thousand Six Hundred Fifteen and Ninety-Nine cents. ($925,615.99)

Section 4. The Planning Commission hereby authorizes the City Manager, or his designee, to execute any and all documents necessary to carry out the conditions of the attached Development Agreement, whether express or implied, including any documents necessary for the transfer of property to New Vision Development, LLC and any documents requested by financial institutions, lenders, attorneys, lienholders, contractors, sureties, and/or other third parties.

Signed and approved this 31st day of August 2026

_____

ATTEST: Michael Fagan, President

_____

Darla Armstrong, City Clerk

AFFIX CITY SEAL

Final Plat and Bond
STAFF REPORT

Parkland Commons Section 3

PROJECT: 26-17-FP

This report has been prepared by the Community Development Department and City Engineer, which includes a technical analysis of this application for compliance with the City's Comprehensive Plan and adopted Ordinances. This report concludes with the staff recommendation of, and the next steps required to be undertaken by the applicant.

Application Information

Site Planning, Design & Survey LLC
119 Kitchens Orchard Road
Hedgesville, WV 25427

Project Summary

Parkland Commons, commonly known as "The Foundry," Section 3 Final Plat and accompanying bond in the amount of $925,615.99. This application is for a proposed residential development site as shown on the plat provided (dated March 2, 2026 prepared by Site Planning, Design & Survey LLC) This plan includes 22 lots (Jovial & Mystic Drive, Lots T7-T17 & T38-T48).

Location and Site Information

Location: N Mildred
Current Zoning: SmartCode New Community
Gross Site Area: 1.42 acres

Engineering & Zoning Review

No comments on submitted final plat drawings and accompanying bond. Staff deem this application complete and recommend review of, and possible action by the Planning Commission.

Next Steps

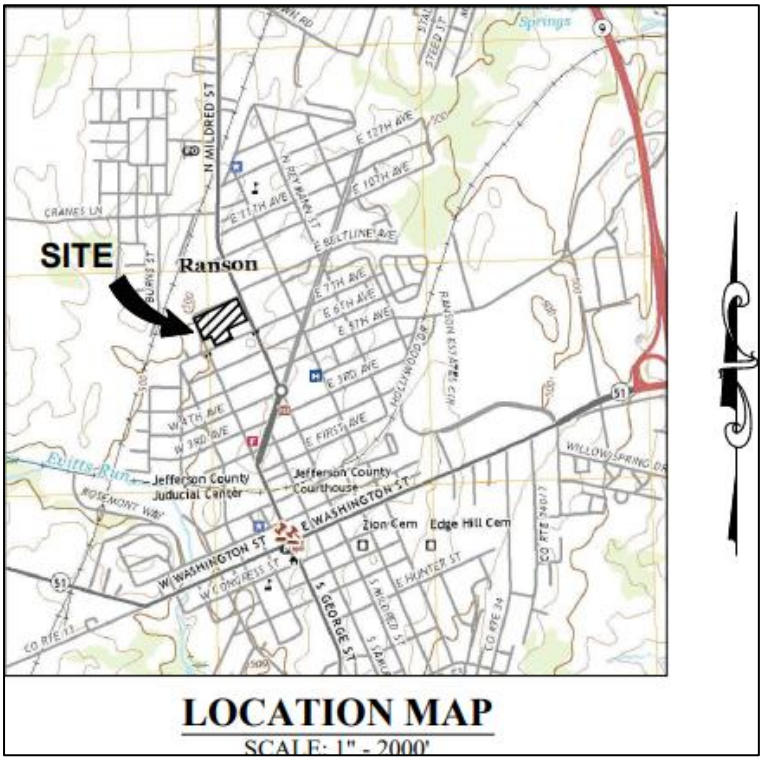
Please contact Zach Holland, 304-724-3882 with any questions.

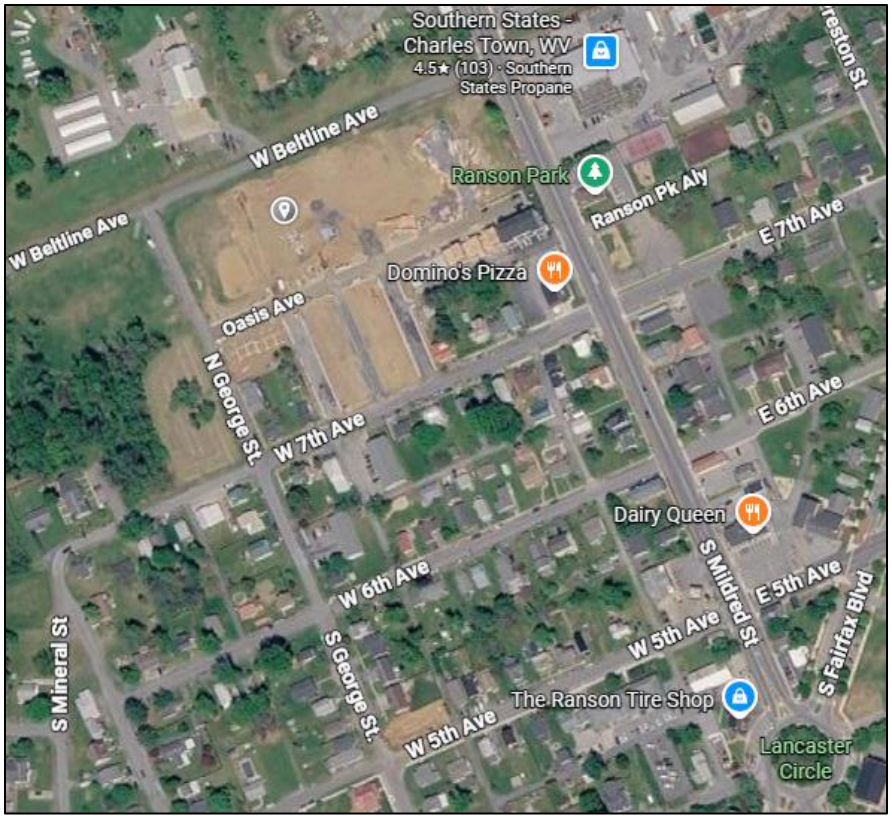
Thank you,
City of Ranson
Community Development Department

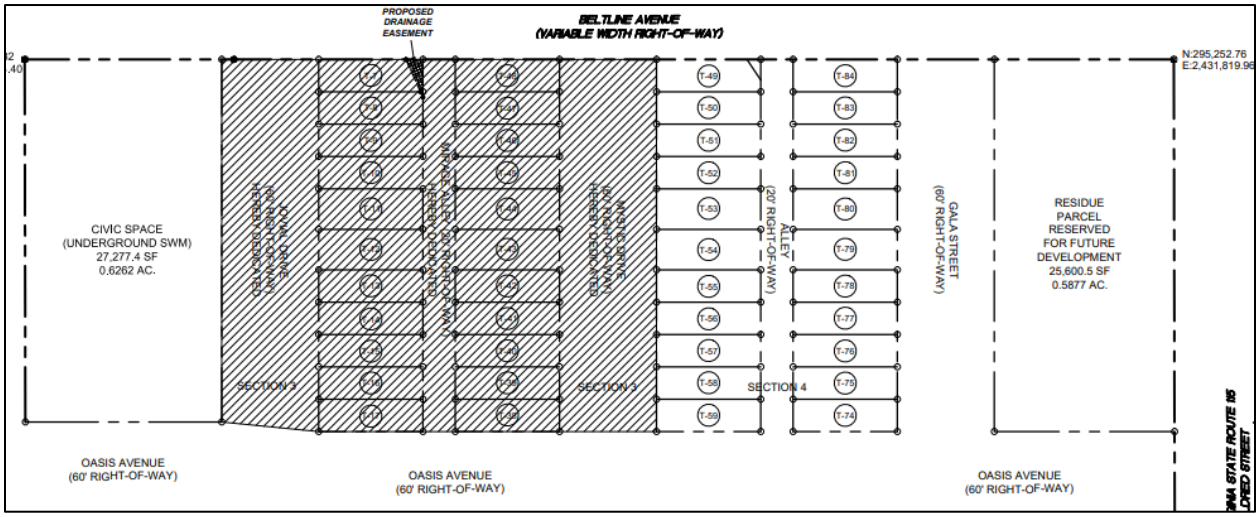
Description

Parkland Commons Section 3 is located on the former Kidde Brass Foundry industrial site located on N Mildred (WV 115) and W Beltline Ave in the heart of Old Town Ranson. The surrounding area is a mix of mainly single-family residential housing and commercial properties off N Mildred. Due to the operations of the former site, the ground requires heavy environmental remediation and monitoring. The applicant is conducting the required remediation efforts per phase as the full project builds out. The final buildout of the site will involve a blend of residential and commercial.

Section 3 will consist of 22 townhouse lots on approximately 1.42 acres. The lots will be roughly 1,290 sqft or 1,614.6 sqft and in total, will equate to around 12.6 lots per acre. This plan follows the applicant's revision for the lighting plan, which was reviewed by staff and the City Engineer and approved at an administrative level prior to the July 6, 2026 Planning Commission meeting.

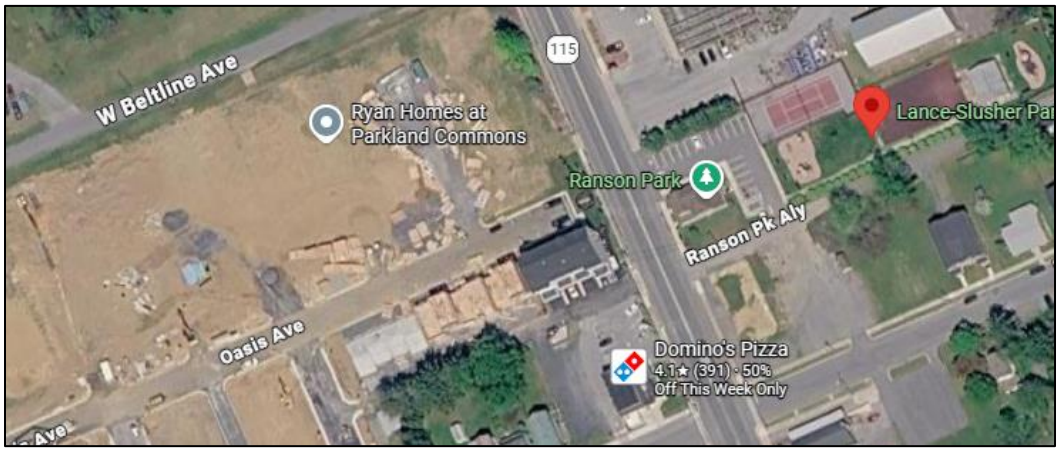



Southern States - Charles Town, WV
4.5★ (103) · Southern States Propane
W Beltline Ave
Ranson Park
Ranson Pk Aly
E 7th Ave
Domino's Pizza
Oasis Ave
N George St.
W 7th Ave
E 6th Ave
Dairy Queen
S Mildred St
W 6th Ave
E 5th Ave
S Fairfax Blvd
S Mineral St
S George St.
W 5th Ave
The Ranson Tire Shop
Lancaster Circle


PROPOSED DRAINAGE EASEMENT
BELTLINE AVENUE (VARIABLE WIDTH RIGHT-OF-WAY)
N:295,252.76
E:2,431,819.96
CIVIC SPACE (UNDERGROUND SWM) 27,277.4 SF 0.6262 AC.
AVIVA DRIVE (60' RIGHT-OF-WAY) HEREBY DEDICATED
IMPACT ALLEY (20' RIGHT-OF-WAY) HEREBY DEDICATED
MYSTIC DRIVE (60' RIGHT-OF-WAY) HEREBY DEDICATED
SECTION 3
SECTION 3
SECTION 4
ALLEY (20' RIGHT-OF-WAY)
GALA STREET (60' RIGHT-OF-WAY)
RESIDUE PARCEL RESERVED FOR FUTURE DEVELOPMENT 25,600.5 SF 0.5877 AC.
OASIS AVENUE (60' RIGHT-OF-WAY)
OASIS AVENUE (60' RIGHT-OF-WAY)
OASIS AVENUE (60' RIGHT-OF-WAY)

Civic/Open Space

Although not in Section 3, the project includes an approximate .63-acre civic space which will also function as an underground stormwater management facility. Also, although not on site, Lance-Slusher Park, a City-owned and managed park, is located across N Mildred, consisting of basketball and tennis courts, a playground, and a community pavilion. This existing park falls within the SmartCode 19A Article 3 Table 4 pedestrian shed of 1,320 feet or a 5-minute walk.



Staff Notes

- After staff deemed the final plat complete, the applicant shared bond estimates to staff using the old numbers. However, the applicant was informed to use the new recently approved 2025 Planning Commission-approved estimates.
- When submitting the revised bond request with the new estimates, the applicant used the wrong numbers, specifically on *4.1 Sanitary Sewer System. Item 7 - 4" Service Lateral (20' to Edge of R.O.W./Property Line*). This was due to a previous error in the new estimate sheet, which has since been corrected and posted on the City's website.
- Staff informed them that the correct (Planning Commission approved) line-item number was $76.34. The applicant revised the bond sheet and shared the corrected estimate with staff. The current bond with the corrected number totals $925,615.99.
- The applicant sent a corrected application denoting the correct amount of 22 total lots, instead of the 20 as previously stated.
- Although not part of this submittal, the application for Section 5, located to the east of Section 3, has been submitted and is currently under review by staff and will include roughly .59 acres of commercial property as per the agreement between the applicant and the City. Following staff review, if deemed complete, this section will require its own final plat, bond, and development agreement to be decided upon before the Planning Commission at a future meeting. The commercial site and its future tenants will require permitting and review by staff, separate from the standard section approval by the Planning Commission.

City of Ranson, West Virginia
Community Development
Construction Bond - Estimate

Project Name: Parkalnd Commons Date: 6/4/2026

Section: 3 Jovial/Mystic Drive (Lots T7-T17 & T39-T48) C.O.R. File No.

Bond Amount Approved: $ _____

By: _____ **Date:** _____

Official Use Do Not Write In This Box

				Bond Estimate	
Item No.	Description	Unit	2025 Unit Cost	Quantity	Total Cost
1.1	**Erosion & Sediment Control**				
1	Stabilized Construction Entrance	EA	$ 3,389.56	0	$ -
2	Silt Fence - Standard	LF	$ 5.98	0	$ -
3	Silt Fence - Super	LF	$ 22.04	0	$ -
4	Earth Dike Construction (1)	LF	$ 15.42	0	$ -
5	Inlet Protection Device	EA	$ 546.50	0	$ -
6	Outlet Protection Device	EA	$ 435.44	0	$ -
7	Stone Check Dams	EA	$ 274.71	0	$ -
8	Sediment Trap Excavation	CY	$ 23.22	0	$ -
9	Riser Structure for Sediment Basin/Pond	EA	$ 6,554.94	0	$ -
10	Impermeable Liner for Sediment Basin/Pond	SY	$ 25.51	0	$ -
11	Rip-Rap Apron/Plunge Pool	CY	$ 137.14	0	$ -
12	Grass Waterway/Drainage Swale	LF	$ 18.17	0	$ -
13	Temporary Seeding (60 lbs/ac)	SF	$ 0.17	0	$ -
14	Permanent Seeding (98 lbs/ac)	SF	$ 0.26	0	$ -
15	Mulch, Straw or Hay (2 tn/ac)	TN	$ 614.78	0	$ -
16	Mulch, Wood Cellulose Fiber (1,500 lbs/ac)	TN	$ 609.42	0	$ -
17	Mulch, Shredded Bark or Wood Chip (35 cy/ac)	CY	$ 99.57	0	$ -
18	Sod	SY	$ 11.51	0	$ -
19	Soil Stabilizing Matt - Biodegradable	SY	$ 23.42	0	$ -

20	Soil Stabilizing Matt - Non-biodegradable	SY	$ 26.80	0	$ -
21	Geotextile Fabric	SF	$ 5.86	0	$ -
22	4 ft Safety Fence	LF	$ 9.88	0	$ -
23	6 ft Chain Link Safety Fence	LF	$ 12.29	0	$ -
24	Tree Protection	LF	$ 9.07	0	$ -
25	Temporary Utility Line Stream Crossing/Diversion	EA	$ 1,686.30	0	$ -
1.2	**Site Preparation & Demolition**				
1	Clearing & Grubbing - Light Cover	ACRE	$ 10,936.79	0	$ -
2	Clearing & Grubbing - Moderate Cover	ACRE	$ 14,186.26	0	$ -
3	Clearing & Grubbing - Heavy Cover	ACRE	$ 21,574.93	0	$ -
4	Clearing & Grubbing - Very Heavy Cover	ACRE	$ 21,397.15	0	$ -
5	Sawcut Existing Asphalt Pavement	LF	$ 2.46	0	$ -
6	Sawcut Existing Concrete Pavement	LF	$ 3.93	0	$ -
7	Removal of Asphalt Pavement	SY	$ 9.77	0	$ -
8	Removal of Fencing	LF	$ 7.76	0	$ -
9	Removal of Power Pole	EA	$ 10,320.17	0	$ -
10	Removal of Structures/Buildings	EA	Detailed estimate required.	0	$ -
1.3	**Earthwork**				
1	Strip Topsoil	CY	$ 6.15	0	$ -
2	Common Excavation	CY	$ 30.96	0	$ -
3	Borrow Material - On Site	CY	$ 28.05	0	$ -
4	Borrow Material - Imported from Off Site	CY	$ 39.31	0	$ -
5	Rock Excavation	CY	$ 114.70	0	$ -
6	Furnish Topsoil	CY	$ 58.96	0	$ -
2.1	**Paved Surface Construction**				
1	Subgrade	CY	$ 81.99	426	$ 34,927.74
2	Fabric for Subgrade Stabilization	SY	$ 3.28	2558	$ 8,390.24
3	Aggregate Base Course	CY	$ 108.73	426	$ 46,318.98
4	Open Graded Free Draining Base Course	CY	$ 135.10	0	$ -
5	Free Draining Base Trench	LF	$ 13.50	0	$ -
6	Outlet Pipe	LF	$ 44.43	0	$ -
7	Bituminous Asphalt Tack Coat	SY	$ 2.19	2558	$ 5,602.02
8	Superpave Asphalt Base Course - Type 25	TN	$ 104.49	0	$ -
9	Superpave Asphalt Base Course - Type 19	TN	$ 119.24	0	$ -
10	Superpave Asphalt Surface Course - Type 9.5	TN	$ 131.53	0	$ -
11	Reinforced Concrete Pavement	CY	$ 503.49	0	$ -
12	Standard Milling	SY	$ 7.90	0	$ -
13	Controlled Low Strength Material	CY	$ 412.34	0	$ -

14	6" Concrete Entrance Apron - Residential	SY	$	116.30	0	$	-
15	8" Concrete Entrance Apron - Commercial Site	SY	$	153.66	0	$	-
16	Concrete Curb & Gutter	LF	$	48.00	1109	$	53,232.00
17	Concrete Curb Only	LF	$	53.11	556	$	29,529.16
18	Bituminous Asphalt Walkway	SF	$	16.59	0	$	-
19	Concrete Sidewalk	SY	$	87.35	616	$	53,807.60
20	Bed Course Material (for sidewalk)	CY	$	98.98	103	$	10,194.94
21	Concrete Curb Ramp	EA	$	3,073.14	6	$	18,438.84
22	Detectable Warning Surface	EA	$	812.22	6	$	4,873.32
23	Concrete Precast Wheel Stops	EA	$	201.85	0	$	-
24	One Direction Lane Arrow	EA	$	307.31	0	$	-
25	Multi Directional Land Arrow	EA	$	515.06	0	$	-
26	Bicycle Shared Lane Marking	EA	$	338.05	0	$	-
27	Bicycle Lane Marking	EA	$	338.05	0	$	-
28	Pavement Letters	EA	$	119.41	0	$	-
29	4" Edge/Lane Line - Painted	LF	$	1.58	554	$	875.32
30	6" Edge/Lane Line - Painted	LF	$	0.74	0	$	-
31	8" Edge/Lane Line - Painted	LF	$	0.92	0	$	-
32	4" Edge/Lane Line - Thermoplastic	LF	$	0.85	0	$	-
33	6" Edge/Lane Line - Thermoplastic	LF	$	1.30	0	$	-
34	8" Edge/Lane Line - Thermoplastic	LF	$	2.20	0	$	-
35	4" Edge/Lane Line - Preformed Thermoplastic	LF	$	5.53	0	$	-
36	6" Edge/Lane Line - Preformed Thermoplastic	LF	$	8.24	0	$	-
37	8" Edge/Lane Line - Preformed Thermoplastic	LF	$	10.33	0	$	-
38	4" Edge/Lane Line w/ Contrast - Preformed Thermopla	LF	$	7.90	0	$	-
39	6" Edge/Lane Line w/ Contrast - Preformed Thermopla	LF	$	8.60	0	$	-
40	8" Edge/Lane Line w/ Contrast - Preformed Thermopla	LF	$	11.06	0	$	-
41	12" Crosswalk/Stop/Transverse Line - Painted	LF	$	4.00	3	$	12.00
42	12" Crosswalk/Stop/Transverse Line - Preformed Ther	LF	$	16.59	0	$	-
43	24" Stop Line - Preformed Thermoplastic	LF	$	27.66	64	$	1,770.24
44	Handicapped Parking Symbol	EA	$	337.51	0	$	-
45	0.08 in Flat Sheet Sign	SF	$	55.32	0	$	-
46	City standard sign post	LF	$	162.25	0	$	-
47	Sign - Street Name per E911 Addressing Ordinance	EA	$	491.07	0	$	-
48	Guard Rail - Steel Beam & Posts	LF	$	45.73	0	$	-
49	Fence - Chain Link 6' High	LF	$	52.39	0	$	-
50	Fence - Wood 3-Rail	LF	$	47.68	0	$	-
51	Fence - Decorative Iron, 42" High	LF	$	92.19	0	$	-

52	Pedestrian/Bicycle Barrier Railing - Wood - 42" high	LF	$ 64.05	0	$ -
53	Lights - Parking Lot (light fixture, foundation, & wiring)	EA	$ 8,147.45	13	$ 105,916.85
54	Bollards (wood or steel)	EA	$ 758.19	0	$ -
55	Traffic Control/Stop Light (WVDOH cost estimate)	EA	DOH estimate required.	0	$ -
3.1	**Landscaping**				
1	Transplanting Trees (6' or less)	EA	$ 230.04	0	$ -
2	Transplanting Shrubs	EA	$ 141.36	0	$ -
3	Plant Shrubs (Evergreen or Deciduous)	EA	$ 184.39	0	$ -
4	Plant Tree (2"-3" caliper) - Evergreen	EA	$ 455.31	0	$ -
5	Plant Tree (2"-3" caliper) - Deciduous	EA	$ 695.65	0	$ -
6	Plant Tree (2"-3" caliper) - Flowering	EA	$ 486.83	0	$ -
7	Plant Ground Cover	EA	$ 8.60	0	$ -
8	Plant Wetlands or Bioretention Vegetation	EA	$ 30.73	0	$ -
9	Plant Screen Trees	EA	$ 239.08	0	$ -
10	Plant Street/Shade Trees	EA	$ 509.46	33	$ 16,812.18
11	Mulching (wood landscape mulch in place)	CY	$ 99.57	0	$ -
4.1	**Sanitary Sewer System**				
1	2" PVC Schedule 80 Pipe (force main)	LF	$ 135.22	0	$ -
2	6" PVC Schedule 80 Pipe	LF	$ 131.02	0	$ -
3	8" PVC Schedule 80 Pipe	LF	$ 105.34	454	$ 47,824.36
4	10" PVC Schedule 80 Pipe	LF	$ 119.55	0	$ -
5	Manhole 4' Diameter (6' height or less)	EA	$ 6,356.23	2	$ 12,712.46
6	Grease Trap	EA	$ 6,779.08	0	$ -
7	4" Service Lateral (20' to Edge of R.O.W./Property Line	LF	$ 76.34	20	$ 1,526.80
8	Sanitary Sewer Pump Station (sewage pump)	EA	Detailed estimate required.	0	$ -
9	Road Bore/Crossing (with Pipe & Steel Casing)	LF	Detailed estimate required.	0	
4.2	**Potable Water System**				
1	3/4" Copper Service Line	LF	$ 131.59	0	$ -
2	1" Copper Service Line	LF	$ 130.55	0	$ -
3	2" Copper Service Line	LF	$ 62.86	0	$ -
4	4" Ductile Iron Pipe	LF	$ 61.80	0	$ -
5	6" Ductile Iron Pipe	LF	$ 86.69	0	$ -
6	8" Ductile Iron Pipe	LF	$ 117.22	454	$ 53,217.88
7	10" Ductile Iron Pipe	LF	$ 126.31	0	$ -
8	12" Ductile Iron Pipe	LF	$ 135.38	0	$ -
9	Fire Hydrant with 6" line	LF	$ 5,955.99	2	$ 11,911.98
10	4" Gate Valve & Box	EA	$ 1,241.17	0	$ -
11	6" Gate Valve & Box	EA	$ 1,679.69	2	$ 3,359.38

12	8" Gate Valve & Box	EA	$ 1,601.74	0	$ -
13	10" Gate Valve & Box	EA	$ 2,233.48	0	$ -
14	12" Gate Valve & Box	EA	$ 3,708.43	0	$ -
15	Pressure Reducing Valve & Vault	EA	Detailed estimate required.	0	$ -
16	Tapping Sleeve & Valve for Water Service Connection	EA	Detailed estimate required.	0	
17	Water Meter Setter, Box & Service Line Tap	EA	$ 2,965.22	20	$ 59,304.40
5.1	**Storm Water Management & Storm Drainage**				
	SWM Basin/Ponds				
1	Excavation - Basin/Pond	CY	$ 26.44	0	$ -
2	Excavation - Core Trench	CY	$ 23.16	0	$ -
3	Embankment Construction - On-Site Material	CY	$ 25.11	0	$ -
4	Embankment Construction - Imported Material	CY	$ 47.17	0	$ -
5	Impervious Core	SF	$ 2.21	0	$ -
6	Concrete Control Structure and Pipe Cradles	CY	$ 1,093.91	0	$ -
7	Corrugated Metal Pipe Control Structure	EA	$ 7,214.88	0	$ -
8	Dewatering Pipes or Structures	EA	$ 1,046.21	0	$ -
9	Filter Stone for Dewatering Pipe (1" to 2" dia. clean)	CY	$ 66.40	0	$ -
10	Antiseep Collar	Each per foot of width	$ 59.36	0	$ -
11	Trash Rack	Each per inch dia.	$ 60.57	0	$ -
12	Water Tight Pipe Bands	Each per inch dia.	$ 12.07	0	$ -
13	Bio-Retention Basin	SF	$ 43.02	0	$ -
	PVC Slotted Pipe				
14	4" PVC Slotted or Perforated Drain Pipe	LF	$ 18.44	0	$ -
15	6" PVC Slotted or Perforated Drain Pipe	LF	$ 19.67	0	$ -
16	8" PVC Slotted or Perforated Drain Pipe	LF	$ 30.57	0	$ -
17	12" PVC Slotted or Perforated Drain Pipe	LF	$ 42.66	0	$ -
	Corrugate Metal Pipe (Circular)				
18	15" Storm Drain Pipe	LF	$ 132.13	0	$ -
19	18" Storm Drain Pipe	LF	$ 118.78	0	$ -
20	24" Storm Drain Pipe	LF	$ 173.32	0	$ -
21	30" Storm Drain Pipe	LF	$ 199.38	0	$ -
22	36" Storm Drain Pipe	LF	$ 263.73	0	$ -
23	42" Storm Drain Pipe	LF	$ 290.09	0	$ -
24	48" Storm Drain Pipe	LF	$ 308.81	0	$ -
25	54" Storm Drain Pipe	LF	$ 348.01	0	$ -
26	60" Storm Drain Pipe	LF	$ 354.83	0	$ -
	Reinforced Concrete Pipe (circular)				
27	15" Storm Drain Pipe	LF	$ 192.32	0	$ -

28	18" Storm Drain Pipe	LF	$ 125.37	0	$ -
29	24" Storm Drain Pipe	LF	$ 141.37	0	$ -
30	30" Storm Drain Pipe	LF	$ 172.85	0	$ -
31	36" Storm Drain Pipe	LF	$ 272.11	0	$ -
32	42" Storm Drain Pipe	LF	$ 277.14	0	$ -
33	48" Storm Drain Pipe	LF	$ 442.70	0	$ -
34	54" Storm Drain Pipe	LF	$ 438.49	0	$ -
35	60" Storm Drain Pipe	LF	$ 466.13	0	$ -
	High Density Polyethylene (HDPE) Pipe (Circular)				
36	15" Storm Drain Pipe	LF	$ 129.16	160	$ 20,665.60
37	18" Storm Drain Pipe	LF	$ 155.61	0	$ -
38	24" Storm Drain Pipe	LF	$ 172.80	24	
39	30" Storm Drain Pipe	LF	$ 230.77	0	$ -
40	36" Storm Drain Pipe	LF	$ 251.56	464	$ 116,723.84
41	42" Storm Drain Pipe	LF	$ 279.78	0	$ -
42	48" Storm Drain Pipe	LF	$ 311.09	0	$ -
43	54" Storm Drain Pipe	LF	$ 348.81	0	$ -
44	60" Storm Drain Pipe	LF	$ 365.18	0	$ -
	End Sections (Circular) - Metal (for CMP and HDPE Pipe)				
45	15" Metal End Section	EA	$ 1,313.42	0	$ -
46	18" Metal End Section	EA	$ 1,395.78	0	$ -
47	24" Metal End Section	EA	$ 1,650.66	0	$ -
48	30" Metal End Section	EA	$ 1,950.74	0	$ -
49	36" Metal End Section	EA	$ 2,126.65	0	$ -
50	42" Metal End Section	EA	$ 4,068.55	0	$ -
51	48" Metal End Section	EA	$ 4,672.58	0	$ -
52	54" Metal End Section		$ 5,363.56	0	$ -
53	60" Metal End Section		$ 7,958.47	0	$ -
	End Sections (Circular) - Concrete				
54	15" RCP End Section	EA	$ 1,085.89	0	$ -
55	18" RCP End Section	EA	$ 1,179.15	0	$ -
56	24" RCP End Section	EA	$ 1,397.01	0	$ -
57	30" RCP End Section	EA	$ 1,783.56	0	$ -
58	36" RCP End Section	EA	$ 2,147.41	0	$ -
59	42" RCP End Section	EA	$ 3,027.42	0	$ -
60	48" RCP End Section	EA	$ 3,407.70	0	$ -
61	54" RCP End Section	EA	$ 3,904.36	0	$ -
62	60" RCP End Section	EA	$ 4,524.56	0	$ -

	Corrugated Metal Pipe Arch				
63	17" x 13" Storm Drain Pipe	LF	$ 132.54	0	$ -
64	21" x 15" Storm Drain Pipe	LF	$ 103.76	0	$ -
65	24" x 18" Storm Drain Pipe	LF	$ 193.60	0	$ -
66	35" x 24" Storm Drain Pipe	LF	$ 202.43	0	$ -
67	42" x 29" Storm Drain Pipe	LF	$ 233.62	0	$ -
68	57" x 38"Storm Drain Pipe	LF	$ 243.17	0	$ -
69	64" x 43" Storm Drain Pipe	LF	$ 311.00	0	$ -
	Reinforced Concrete Elliptical Pipe				
70	23" x 14" Storm Drain Pipe	LF	$ 213.10	0	$ -
71	30" x 19" Storm Drain Pipe	LF	$ 237.01	0	$ -
72	38" x 24" Storm Drain Pipe	LF	$ 286.19	0	$ -
73	45" x 29" Storm Drain Pipe	LF	$ 419.99	0	$ -
74	53" x 34" Storm Drain Pipe	LF	$ 571.59	0	$ -
75	60" x 38" Storm Drain Pipe	LF	$ 576.95	0	$ -
76	68" x 43" Storm Drain Pipe	LF	$ 393.36	0	$ -
	End Sections - Corrugated Metal Pipe Arch (for CMP and HDPE Pipe)				
77	17" x 13" Metal End Section	EA	$ 629.21	0	$ -
78	21" x 15" Metal End Section	EA	$ 702.00	0	$ -
79	24" x 18" Metal End Section	EA	$ 792.87	0	$ -
80	35" x 24" Metal End Section	EA	$ 1,060.57	0	$ -
81	42" x 29" Metal End Section	EA	$ 1,352.18	0	$ -
82	57" x 38" Metal End Section	EA	$ 1,424.05	0	$ -
83	64" x 43" Metal End Section	EA	$ 1,816.79	0	$ -
	End Sections - Reinforced Concrete Elliptical Pipe				
84	23" x 14" RCP End Section	EA	$ 1,254.37	0	$ -
85	30" x 19" RCP End Section	EA	$ 1,387.49	0	$ -
86	38" x 24" RCP End Section	EA	$ 1,876.32	0	$ -
87	45" x 29" RCP End Section	EA	$ 2,187.69	0	$ -
88	53" x 34" RCP End Section	EA	$ 2,842.27	0	$ -
89	60" x 38" RCP End Section	EA	$ 2,624.46	0	$ -
90	68" x 43" RCP End Section	EA	$ 3,435.77	0	$ -
	Storm Drain Structures				
91	Drop Inlet	EA	$ 5,128.73	4	$ 20,514.92
92	Curb Inlet - 6' Opening	EA	$ 6,966.44	3	$ 20,899.32
93	Curb Inlet - 10' Opening	EA	$ 8,294.14	2	$ 16,588.28
94	Curb Inlet - 12' Opening	EA	$ 8,914.33	1	$ 8,914.33
95	Curb Inlet - 16' Opening	EA	$ 10,033.69	0	$ -

96	Curb Inlet - 20' Opening	EA	$ 10,914.45	0	$ -
97	Manhole (4' dia., 6' height or less)	EA	$ 7,401.63	2	$ 14,803.26
	Outfall & Channel Protection				
98	Concrete Endwall/Wingwall	SF	$ 122.67	0	$ -
99	Gabion Basket Structure	CY	$ 282.48	0	$ -
100	Rip-Rap Stone - Class 1	CY	$ 103.45	0	$ -
5.1	**Civic Standards**				
1	Small Playground Tot Lot (< 10 Children)	EA	$ 22,126.60	0	$ -
2	Medium Playground Tot Lot (10-50 Children)	EA	$ 61,462.77	0	$ -
3	Large Playground Tot Lot (50+ Children)	EA	$ 122,925.53	0	$ -
6.1	**Miscellaneous Site Construction & Structures**				
1	Bus Stop Enclosure	EA	$ 4,354.44	0	$ -
2	Mail Box Cluster	EA	$ 2,817.87	0	$ -
3	Construction Stake-out	AC	$ 11,883.89	0	$ -
4	Traffic Control During Construction	LS	Detailed estimate required.	0	$ -
5	Special Items not specially included in worksheet items	EA	Detailed estimate required.	0	
6	Set Property Corners	EA	$ 147.51	0	$ -

Grand Total All Costs	$ 799,668.24
Mobilization (5%)	$ 39,983.41
15% Contingency	$ 125,947.75
Subtotal (Mobilization , Contingency)	$ 165,931.16
TOTAL BOND AMOUNT	$ 925,615.99

Ranson Planning Commission
Final Plat Requirements Checklist

4.13 Final Plat Requirements– Applicant must submit three (3) copies of the plan with appropriate fees.

Neighborhood Name	Parkland Commons	**Map/Parcel**	142, 124.1...	**Residential**	X	
Date Submitted	6/2/26	**Deed Book/Page**	1283/439	**Commercial**		
Control Number		**Project Area**	1.42	**Open Space**		
Property Owner(s) New Vision Development, LLC		**Address** 132 Autumn Ridge Lane, Kearneysville, WV			**Phone #** 304-671-7399	

#	Standard	Provided	Comments
1	The Final Plat shall be legibly drawn in black or blue waterproof ink on tracing cloth or other permanent material acceptable to the recording authority of the State of West Virginia. The scale shall not be smaller than one (1) inch equals one hundred (100) feet or alternate scale approved by the Agent, and the size of the sheet shall be eighteen (18) by twenty-four (24) inches, including a one and one-half (1 ½) inch margin for binding along the left edge. When more than one sheet is required, an index sheet of the same size shall be submitted showing the entire subdivision drawn to scale. The applicant shall submit, and the agent shall retain, the number of copies and supporting documentation as required by the City.	☒ Yes ☐ No	
2	In addition, an electronic version of the approved plat, in formats acceptable to the City shall be submitted. At a minimum, one electronic version shall be changeable, such as CAD, and one electronic version shall be non-changeable, such as PDF. These versions shall be available to the City for future computer application.	☒ Yes ☐ No	

#	Standard	Provided	Comments
3A	All Plat boundaries and property corners shall be tied to WV State Plane Coordinates or shall be referenced to magnetic meridian and show declination from true north. If the subdivision is referenced to the WV State Grid, northing and easting coordinates shall be shown for a minimum of three key boundary points. The plat will specify the average grid factor and distances shall be reflected as geodetic	■ Yes ☐ No	
3B	The name of the subdivision and Plat title for referencing when recording and the tax map and parcel number of all the tracts shown on the plat	■ Yes ☐ No	
3C	The District or municipality, county and state where the property is located	■ Yes ☐ No	
3D	Names and location of adjoining subdivisions, and location and ownership names of adjoining un-subdivided property. The plat shall also contain the current conveyance reference for the adjoining landowners	■ Yes ☐ No	
3E	The evidence of possession on or near the property line	■ Yes ☐ No	
3F	General location information shall be provided. The name and location of any creeks, rivers or roads near the property and any other identifiable landmarks shall be noted to locate the property. The plat shall include ties to significant objects.	■ Yes ☐ No	
3G	Grid North or true and magnetic north reference with declination, graphic scale and date of survey	■ Yes ☐ No	
3H	The name, address, and signature of the current or past Owner of the land and the current conveyance reference for the subject property	■ Yes ☐ No	
3I	The name, address, signature, and seal of the registered professional land surveyor responsible for the preparation of the Plat, and certification that the Plat represents a survey made by that individual and that all monuments shown thereon actually exist, and that their location, size, and material are correctly shown.	■ Yes ☐ No	

#	Standard	Provided	Comments
3J	The measured length and direction of each boundary line by distance, bearing and quadrant. All boundary lines shall be described with lengths to hundredths of a foot and bearings to the nearest second. The error of closure for the property boundary shall be 1:15,000. The plat shall identify any overlaps and gaps in record lines, former deed or grant lines as needed.	■ Yes ☐ No	
3K	Description of the accurate location and material of all permanent existing and proposed reference monuments including whether the monuments were found or set. All corners shall contain markers.	■ Yes ☐ No	
3L-1	The exact layout for the subdivision including: All plats shall include a metes and bounds description with a description of the point of beginning Street and alley lines, their names, bearings, angles of intersections and widths, including widths along the line of any obliquely intersecting street.	■ Yes ☐ No	
3L-2	A table that indicates the dimensions of all arcs, radii, points of curvature, and tangent bearings.	■ Yes ☐ No	
3L-3	All easements or right-of-ways, when provided for or owned by public utilities, with the limitation of the easement right definitely stated on the Final Plat.	■ Yes ☐ No	
3L-4	All lot lines shall be described with lengths to hundredths of a foot and bearings to the nearest second.	■ Yes ☐ No	
3L-5	The area, acreage or square footage of the subdivided and residue property.	■ Yes ☐ No	
3-M	The subdivision name, lots, blocks and plat reference. Lots numbered in numerical order, and blocks lettered in alphabetical order throughout the entire subdivision. Numbers will be contained within circles, and block letters will be contained within squares.	■ Yes ☐ No	
3-N	Building setback lines, the minimum as fixed by the Zoning Ordinance, any other set back lines established by the public authority, and those stipulated in any deed restrictions.	■ Yes ☐ No	

#	Standard	Provided	Comments
3-O	Accurate outlines of any areas to be reserved for common use in the subdivision or for general public use with purposes indicated thereon. The outlined area of the property and all significant parts, including streets, alleys and non-lotted areas of a subdivision shall be identified;	■ Yes ☐ No	
3-P	A written offer of dedication of streets and other public property.	■ Yes ☐ No	
3-Q	The Final Plat shall provide a space for an Owner's (individual or corporation) Certification and Dedication, Surveyor's Certificate, and Planning Commission approval.	■ Yes ☐ No	
4-A	The Final Plat shall be accompanied by: Copies of protective covenants in form for recording, including covenants governing the maintenance of undedicated public spaces or reservations.	■ Yes ☐ No	
4-B	Such other certificates, affidavits, endorsements, or agreements as may be required by the Planning Commission.	■ Yes ☐ No	
4-C	Certification that the Applicant has installed all improvements in accord with the conditions of the Planning Commission and this Ordinance or a surety bond has been submitted and accepted and Public Improvement Agreement to complete the construction of all improvements required by this Chapter and in accordance with Article 6 of this Ordinance.	■ Yes ☐ No	
4-D	Approvals from all affected State and Federal agencies	☐ Yes ■ No	

Checklist Use Verification (CUV) of Engineer/Surveyor (applicant) preparing plans on behalf of the applicant/owner. This checklist shall be used by the applicant during the preparation of the submitted plans. The applicant shall fill in each text block in the above checklist items and sign below indicating that this checklist was used during the preparation of the submitted plans. Failure to provide a completed and signed CUV with the application package will cause the application to not be accepted and immediately returned to the applicant.

I hereby verify that I have used this checklist during the preparation of the attached plan set:

Signed: Daniel F. Ellis _____ Date: 6/2/26 _____

PLAT NOTES

1. THE PROPERTY BOUNDARIES SHOWN HEREON ARE REFERENCED TO THE WEST VIRGINIA STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

2. ALL DISTANCES SHOWN ARE GEODETIC WITH A SCALE FACTOR OF 0.99993816.

3. RIGHT-OF-WAY TO BE DEDICATED IS AS FOLLLOWS:

   JOVIAL DRIVE - OASIS AVENUE TO BELTLINE AVENUE - 13,624.4 SF (0.3128 AC.)

   ALLEY FROM OASIS AVENUE TO BELTLINE AVENUE - 4601.3 SF (0.1056 AC.)

   MYSTIC DRIVE - OASIS AVENUE TO BELTLINE AVENUE - 13,803.8 SF (0.3169 AC.)

   TOTAL RIGHT-OF-WAY DEDICATION - 32,029.5 SF (0.7353 AC.)

4. LOT AREA IN SECTION 2 IS AS FOLLOWS:

   LOTS T7 - T17 - 14,839.0 SF (0.3407 AC.)

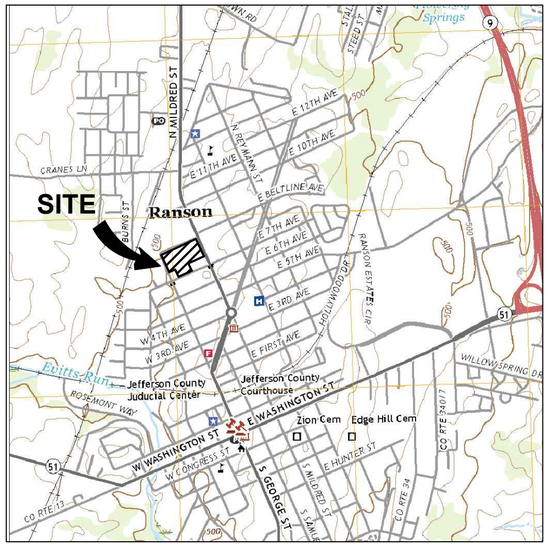
   LOTS T38 - T48 - 14,839.0 SF (0.3407 AC.)

   TOTAL LOT AREA - 29,678.0 SF (0.6813 AC.)

5. A 10' WIDE EASEMENT IS HEREBY RESERVED ALONG ALL REAR LOT LINES FOR UTILITIES AND DRAINAGE UNLESS OTHERWISE SHOWN.

FINAL PLAT
for
PARKLAND COMMONS
MIXED USE DEVELOPMENT
SECTION 3
MYSTIC & JOVIAL DRIVE
(LOTS T7 - T17 & T38 - T48)

RANSON CORPORATION
JEFFERSON COUNTY, WEST VIRGINIA
MARCH 2, 2026



LOCATION MAP
SCALE: 1" - 2000'

PLANNING COMMISSION APPROVAL

With the approval of a general land development plan dated _____, associated construction drawings dated _____, and development agreement dated _____, this Plat meets the requirements of the Subdivision Ordinances of the City of Ranson and has been approved for recordation by the City of Ranson Planning Commission.

(Planning Commission Seal) Date: _____

_____(Planning Commission President)

OWNER'S CERTIFICATION AND DEDICATION

We, New Vision Development, LLC a Limited Liability Company by Todd Secatello, Member, Owner(s) of the property shown and described hereon consent to and adopt this Plan of Subdivision and inconsideration of the approval of this Final Plat by the Planning Commission, establish the minimum building restriction lines; and dedicate the streets, walkways, and other easements,to public use, unless otherwise noted on this Plat.
The subdivision shown hereon is subject to a development agreement dated _____ and recorded among the land records of Jefferson County in book _____, page _____ and all approved land development plans and construction drawings approved by the City of Ranson.
We certify that there are no suits, actions of laws, leases, liens, mortgages, trusts, easements,or rights-of-way(s) affecting the property included in this plan of Subdivision, except as herein indicated, and that the requirements of the Subdivision Ordinances of the City of Ranson as enacted or amended so far as it may concern the making of this Plat and the setting of monuments and markers have been complied with.

(Corporate Seal) Date: _____
New Vision Development, LLC

By: _____
Member

Attn: _____

SITE DATA

TAX MAP/PARCEL	TM 4, PARCELS 124, 124.1, 126, 127, 128 & 129
RECORDED DEED REFERENCE	DEED BOOK 1283, PAGE 439
PROPERTY ZONING DESIGNATION	T5L - TOWN CENTER LIMITED
BUILDING SETBACKS	FRONT (PRINCIPAL) - 12' MAX, FRONT (SECONDARY) - 12' MAX. SIDE - 6' MAX, REAR - 3' MIN.
PROPOSED USE	SINGLE-FAMILY ATTACHED RESIDENTIAL
# OF LOTS PROPOSED	84
PARKING SPACES REQUIRED	2/DWELLING UNIT
PARKING SPACES PROVIDED	172 (ON LOT) 106 (ON-STREET) 278 TOTAL
TOTAL TRACT AREA	6.60 AC.
ALLEY ANNULMENT AREA	0.07 AC.
TOTAL PROJECT AREA	6.67 AC.
TOTAL RIGHT-OF-WAY AREA	2.79 AC. (41.8%)
TOTAL CIVIC SPACE AREA	0.63 AC. (9.4%)
TOTAL TOWNHOUSE LOT AREA	2.66 AC. (39.9%)
TRACT RESIDUE AREA	0.59 AC. (8.8%)
GROSS LOT DENSITY	12.6 LOTS/AC
TOTAL AREA OF DISTURBANCE	6.67 AC.
TOTAL IMPERVIOUS AREA	7.84 AC,

OWNER / DEVELOPER
NEW VISION DEVELOPMENT, LLC
132 AUTUMN RIDGE LANE
KEARNEYSVILLE, WV 24530

SURVEYOR'S CERTIFICATE

I hereby certify that the Final Plat shown hereon is correct; that it is a subdivision of part the lands conveyed, by The City of Ranson to New Vision Development, LLC by deed dated March 7, 2023, and recorded in the Land Records of Jefferson County, at Page 1298,of Book 286, and that the requirements of the Subdivision Ordinances of the City of Ranson as enacted or amended so far as it may concern the making of this Plat and the setting of monuments and markers have been complied with.

_____ _____
Daniel F. Llewellyn, PS (License No. 2120) Date

PROJECT NO.:	071-01
DATE:	3/2/2026
SCALE:	1" = 30'
DRAWN BY:	DFL

REVISIONS

SHEET
T-1

FINAL PLAT
TITLE SHEET

DANIEL F. LLEWELLYN LICENSED No. 2120 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR

Site planning, design& Survey
232 Double L Drive, Falling Waters, WV 25419
Phone: 304-274-0189

PARKLAND COMMONS
DEED BOOK 1283, PAGE 439
RANSON CORPORATION, DISTRICT 8
TM 4, PARCELS 124, 124.1, 126, 127, 128 & 129
CITY OF RANSON, WV

PROPERTY CORNER LEGEND
- REBAR FOUND
- CALCULATED POINT
- PIPE FOUND
- BRASS MONUMENT FOUND
- 5/8" REBAR W/CAP SET

BELTLINE AVENUE
(VARIABLE WIDTH RIGHT-OF-WAY)

CSX TRANSPORTATION
(35' RIGHT-OF-WAY)

PROPOSED DRAINAGE EASEMENT

BELTLINE AVENUE
(VARIABLE WIDTH RIGHT-OF-WAY)

N:294,954.82
E:2,431,174.40

N:295,252.76
E:2,431,819.96

N/F
City of Ranson
(DB 1298 /Pg 286)
TM 4 /Parcel 2.1
Zoned: T5L
Use: Municipal

N/F
Corporation of Ranson
(DB 1072 /Pg 735)
TM 4 /Parcel 2.3
Zoned: T5L
Use: Municipal

N 57°44'12" E
39.31'

32.50'

S 24°44'52" E
24.29'

N 31°29'41" W
21.53'

PROPOSED DRAINAGE EASEMENT
925.1 SF

S 61°44'58" W
36.51'

CIVIC SPACE
(UNDERGROUND SWM)
27,277.4 SF
0.6262 AC.

JOVIAL DRIVE
(60' RIGHT-OF-WAY)
HEREBY DEDICATED

MIRAGE ALLEY (20' RIGHT-OF-WAY)
HEREBY DEDICATED

MYSTIC DRIVE
(60' RIGHT-OF-WAY)
HEREBY DEDICATED

(20' RIGHT-OF-WAY)
ALLEY

GALA STREET
(60' RIGHT-OF-WAY)

RESIDUE
PARCEL
RESERVED
FOR FUTURE
DEVELOPMENT
25,600.5 SF
0.5877 AC.

SECTION 3

SECTION 3

SECTION 4

T-7 T-8 T-9 T-10 T-11 T-12 T-13 T-14 T-15 T-16 T-17

T-48 T-47 T-46 T-45 T-44 T-43 T-42 T-41 T-40 T-39 T-38

T-49 T-50 T-51 T-52 T-53 T-54 T-55 T-56 T-57 T-58 T-59

T-84 T-83 T-82 T-81 T-80 T-79 T-78 T-77 T-76 T-75 T-74

OASIS AVENUE
(60' RIGHT-OF-WAY)

OASIS AVENUE
(60' RIGHT-OF-WAY)

OASIS AVENUE
(60' RIGHT-OF-WAY)

GEORGE STREET
(60' RIGHT-OF-WAY)

SECTION 1

T-1 T-2 T-3 T-4 T-5 T-6

EXISTING DRAINAGE EASEMENT
100.8 SF

N:294,633.16
E:2,431,323.57

EXISTING ALLEY
(20' RIGHT-OF-WAY)

PROPOSED ALLEY
(26' RIGHT-OF-WAY)

SECTION 2

T-18 T-19 T-20 T-21 T-22 T-23 T-24 T-25 T-26 T-27

T-37 T-36 T-35 T-34 T-33 T-32 T-31 T-30 T-29 T-28

JOVIAL DRIVE
(60' RIGHT-OF-WAY)

MIRAGE ALLEY (20' RIGHT-OF-WAY)

MYSTIC DRIVE
(60' RIGHT-OF-WAY)

SECTION 1

T-60 T-61 T-62 T-63 T-64 T-65 T-66 T-67 T-68 T-69 T-70 T-71 T-72 T-73

N:294,931.11
E:2,431,969.14

EXISTING ALLEY
(20' RIGHT-OF-WAY)

WEST VIRGINIA STATE ROUTE 115
MILDRED STREET
(66' RIGHT-OF-WAY)

N/F
Julian Breeden, et al
(DB 1066 /Pg 122)
TM 4 /Parcel 123
Zoned: T4
Use: Residential

N/F
Lou Ann Spaur
(DB 969 /Pg 3)
TM 4 /Parcel 122
Zoned: T4
Use: Residential

N/F
Lou Ann Spaur
(DB 1099 /Pg 366)
TM 4 /Parcel 125
Zoned: T4
Use: Residential

N/F
Gerald A. Keyser
(DB 652 /Pg 308)
TM 4 /Parcel 130
Zoned: T4
Use: Residential

N/F
Clyde A. Robinson
(DB 278 /Pg 452)
TM 4 /Parcel 131
Zoned: T4
Use: Residential

N/F
Linda A. Whitmore, et al
(DB 456 /Pg 408)
TM 4 /Parcel 132
Zoned: T4
Use: Residential

N/F
Ronald E. and Kimberly F. Grall
(DB 1166 /Pg 21)
TM 4 /Parcel 133
Zoned: T4
Use: Residential

N/F
Windewald Enperprises LLC
(DB 926 /Pg 372)
TM 4 /Parcel 135
Zoned: T5
Use: Commercial

N/F
Southern States Cooperative Inc.
(DB 595 /Pg 277)
TM 4 /Parcel 139
Zoned: T5
Use: Residential

N/F
City of Ranson Building Commissioner
(DB 1019 /Pg 266)
TM 4 /Parcel 138
Zoned: T5
Use: Residential

N/F
City of Ranson Building Commissioner
(DB 1019 /Pg 266)
TM 4 /Parcel 137
Zoned: T5
Use: Residential

N/F
G A K Inc.
(DB 506 /Pg 684)
TM 4 /Parcel 136
Zoned: T5
Use: Commercial

N/F
City of Ranson
(DB 1210 /Pg 259)
TM 4 /Parcel 2
Zoned: T5L
Use: Municipal

WV SPC NORTH ZONE

50 0 50
Scale: 1" = 50'

SEVENTH AVENUE
(60' RIGHT-OF-WAY)

N/F
Jerry Kusar, III

N/F

PROJECT NO.:	071-01
DATE:	3/2/2026
SCALE:	1" = 50'
DRAWN BY:	DFL

SHEET
T-2

REVISIONS

FINAL PLAT SHEET INDEX

DANIEL F. LLEWELLYN
LICENSED
No. 2120
STATE OF WEST VIRGINIA
PROFESSIONAL SURVEYOR

Site planning, design& Survey
232 Double L Drive, Falling Waters, WV 25419
Phone: 304-274-0189

PARKLAND COMMONS
DEED BOOK 1283, PAGE 439
RANSON CORPORATION, DISTRICT 8
TM 4, PARCELS 124, 124.1, 126, 127, 128 & 129
CITY OF RANSON, WV

30 0 30 60

Scale: 1" = 30'

CSX TRANSPORTATION
(35' RIGHT-OF-WAY)

BELTLINE AVENUE
(VARIABLE WIDTH RIGHT-OF-WAY)

PROPOSED DRAINAGE EASEMENT LOT T-7 120.1 SF

PROPOSED DRAINAGE EASEMENT LOT T-8 2.5 SF

121.94'

N 65°13'32" E 64.50'
0' SIDE SETBACK

N 65°13'32" E 711.00'

N 24°52'51" W 355.00'

S 65°13'32" W 121.52'

CIVIC SPACE
(UNDERGROUND SWM)
27,277.4 SF
0.6262 AC.

JOVIAL DRIVE
(60' RIGHT-OF-WAY)

MIRAGE ALLEY
(20' RIGHT-OF-WAY)

MYSTIC DRIVE
(60' RIGHT-OF-WAY)

NOVA ALLEY
(20' RIGHT-OF-WAY)

GALA STREET
(60' RIGHT-OF-WAY)

GEORGE STREET
(60' RIGHT-OF-WAY)

OASIS AVENUE
(60' RIGHT-OF-WAY)

N 65°13'32" E 163.45'

N 74°39'28" E 36.49'

N 65°13'32" E 574.55'

T-7	1,290.0 SF	0.0296 AC.	
T-8	1,290.0 SF	0.0296 AC.	
T-9	1,290.0 SF	0.0296 AC.	
T-10	1,290.0 SF	0.0296 AC.	
T-11	1,614.5 SF	0.0371 AC.	
T-12	1,614.5 SF	0.0371 AC.	
T-13	1,290.0 SF	0.0296 AC.	
T-14	1,290.0 SF	0.0296 AC.	
T-15	1,290.0 SF	0.0296 AC.	
T-16	1,290.0 SF	0.0296 AC.	
T-17	1,290.0 SF	0.0296 AC.	0' SIDE SETBACK
T-18	1,290.0 SF	0.0296 AC.	0' SIDE SETBACK
T-19	1,290.0 SF	0.0296 AC.	
T-20	1,290.0 SF		
T-3	1,290.0 SF	0.0296 AC.	
T-4	1,290.0 SF	0.0296 AC.	
T-5	1,290.0 SF	0.0296 AC.	
T-6	1,290.0 SF	0.0296 AC.	
T-48	1,290.0 SF	0.0296 AC.	
T-47	1,290.0 SF	0.0296 AC.	
T-46	1,290.0 SF	0.0296 AC.	
T-45	1,290.0 SF	0.0296 AC.	
T-44	1,614.5 SF	0.0371 AC.	
T-43	1,614.5 SF	0.0371 AC.	
T-42	1,290.0 SF	0.0296 AC.	
T-41	1,290.0 SF	0.0296 AC.	
T-40	1,290.0 SF	0.0296 AC.	
T-39	1,290.0 SF	0.0296 AC.	
T-38	1,290.0 SF	0.0296 AC.	0' SIDE SETBACK
T-37	1,290.0 SF	0.0296 AC.	0' SIDE SETBACK
T-36	1,290.0 SF	0.0296 AC.	
T-35	1,290.0 SF		
T-49	1,290.0 SF	0.0296 AC.	
T-50	1,290.0 SF	0.0296 AC.	
T-51	1,290.0 SF	0.0296 AC.	
T-52	1,290.0 SF	0.0296 AC.	
T-53	1,614.5 SF	0.0371 AC.	
T-54	1,614.5 SF	0.0371 AC.	
T-55	1,290.0 SF	0.0296 AC.	
T-56	1,290.0 SF	0.0296 AC.	
T-57	1,290.0 SF	0.0296 AC.	
T-58	1,290.0 SF	0.0296 AC.	
T-59	1,290.0 SF	0.0296 AC.	0' SIDE SETBACK
T-84	1,290.0 SF	0.0296 AC.	
T-83	1,290.0 SF	0.0296 AC.	
T-82	1,290.0 SF	0.0296 AC.	
T-81	1,290.0 SF	0.0296 AC.	
T-80	1,614.5 SF	0.0371 AC.	
T-79	1,614.5 SF	0.0371 AC.	
T-78	1,290.0 SF	0.0296 AC.	
T-77	1,290.0 SF	0.0296 AC.	
T-76	1,290.0 SF	0.0296 AC.	
T-75	1,290.0 SF	0.0296 AC.	
T-74	1,290.0 SF	0.0296 AC.	0' SIDE SETBACK
T-60	2,119.5 SF	0.0487 AC.	
T-61	1,290.0 SF	0.0296 AC.	
T-62	1,290.0 SF	0.0296 AC.	
T-63	1,531.9 SF	0.0352 AC.	
T-64	1,531.9 SF	0.0352 AC.	
T-65	1,290.0 SF	0.0296 AC.	

PROPERTY CORNER LEGEND

- REBAR FOUND
- CALCULATED POINT
- PIPE FOUND
- BRASS MONUMENT FOUND
- 5/8" REBAR W/CAP SET

WV SPC NORTH ZONE

PROJECT NO.:	071-01
DATE:	3/2/2026
SCALE:	1" = 30'
DRAWN BY:	DFL

REVISIONS

SHEET
PT-1

FINAL PLAT SECTION 3

DANIEL F. LLEWELLYN
LICENSED
No. 2120
STATE OF
WEST VIRGINIA
PROFESSIONAL SURVEYOR

Site planning, design& Survey

232 Double L Drive, Falling Waters, WV 25419
Phone: 304-274-0189

PARKLAND COMMONS

DEED BOOK 1283, PAGE 439
RANSON CORPORATION, DISTRICT 8
TM 4, PARCELS 124, 124.1, 126, 127, 128 & 129
CITY OF RANSON, WV

AGENDA ITEM III.7

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Public Hearing- To accept public comments to enter into a development agreement for Parkland Commons Section 3.

ATTACHMENTS:

legal notice Parkland Commons Section 3 final plat.docx 8312026.docx

LEGAL NOTICE
PUBLIC HEARING NOTICE
CITY OF RANSON

The Ranson Planning Commission will hold a public hearing on Monday, August 31, 2026 at 7:00 PM at Ranson City Hall, 312 S. Mildred Street, Ranson, WV. The purpose of the public hearing is to accept public comments on the bond proposal for Parkland Commons Section 3 and enter into a development agreement for Parkland Commons Section 3. This plan includes 20 lots (T7-T17 & T38-T48).

All persons are invited to attend and make comments about the proposed bond, and development agreement. Copies of the bond proposal and the development agreement are available upon request in the Community Development Department. If you cannot attend but wish to comment, you may write and to the following address prior to August 31, 2026: City of Ranson, Attn: Community Development Department, 312 S. Mildred Street, Ranson, WV 25438 or email cityclerk@ransonwv.us. Written Comments received prior to August 31, 2026, will be provided to the Planning Commission and inserted into the official record.

AGENDA ITEM III.8

Planning Commission Request for Action

TO:

FROM: Darla Armstrong, Community & Economic Development

ITEM TYPE: PRESENTATION

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: 26-17-FP-Consideration Applicant Site Planning, Design & Survey LLC submitted an application on behalf of New Vision Development, LLC to enter into a development agreement for Parkland Commons Section 3. Commonly known as the Foundry.

Development Plan includes 20 lot Lots located on the back part of N. Mildred Street - T7-T17 Lots - T38- T-48

ATTACHMENTS:

parkland commons phase 3 dev agreement.pdf
Parkland_Commons_Section_3_Final-Plat_Application_Rev_Redacted.pdf

RECORDING REQUESTED By
City of Ranson Planning Commission

WHEN RECORDED RETURN To

City of Ranson
312 S. Mildred Street
Ranson, WV 25438

DEVELOPMENT AGREEMENT FOR PARKLAND COMMONS PHASE **3**

THE CITY OF RANSON AND NEW VISION DEVELOPMENT LLC

THIS AGREEMENT is made and entered into by and between the City of Ranson Planning Commission, hereinafter referred to as "City" and sometimes "Ranson" and New Vision Development LLC, hereinafter referred to as "Developer," for a subdivision known as Parkland Commons Subdivisions Phase 3, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City approved the Zoning and Land Development Plan and Plat for Parkland Commons recorded at Book 1278, Page 715, in accordance to Chapter 19A of the Ranson Municipal Code;

WHEREAS, the Developer will need to record a Final Plat consistent with the approved Land Development Plan and Plat for each Phase of the Development.

WHEREAS, this agreement is executed pursuant to the provisions of land use planning as set forth in West Virginia Code §8A-1-1 and the Ranson Municipal Code;

NOW THEREFORE, in the best interest of the City of Ranson and in consideration of Developer posting security; and, in order to insure satisfactory performance by Developer of its obligations under Ranson's Land Development ordinances; and to clarify that a recorded final plat for Phase 3 will have to be recorded to ensure consistency with the approved Land Development Plan and Plat, the parties agree as follows:

1. Performance of Work
   Developer will do and perform, or cause to be done and performed, at Developer's own expense, in a good and workmanlike manner and furnish all required materials, all under the direction and to the satisfaction of the City, all of the work and improvements required by the Ranson Planning Commission for this subdivision in accordance with the approved plans and specifications on file as herein specified, or with any changes required or ordered by the City, which in its opinion are necessary or required to complete the work. Any sewer work or water supply work shall be subject to the approval of the respective special districts having to do with the said types of work.

2. Work: Places and Grades to be Approved by Engineer
   All of said work is to be done at the places, of the materials, in the manner, and at the grades, all as shown upon the plans and specifications therefore, heretofore approved by the Ranson Planning Commission and which are now on file in its office, and to the satisfaction of said City. The actual work of surveying shall be performed by the Developer's engineer.

3. Specifications
   The work embraced herein shall be done in accordance with the provisions of all applicable ordinances, regulations and policies adopted by the City of Ranson in effect at the time of building permit issuance, including but not limited to: West Virginia Code §8A, the Ranson Municipal Code, the Ranson Design Guidelines, and/or the Ranson Standard Engineering Detail Manual. In case of conflict between any of the aforementioned authorities, the Ranson standard shall prevail. In case of conflict between any of the aforementioned authorities, the plans and this agreement, the approved plans and this agreement shall take precedence over and be used in lieu of such conflicting portions of the aforementioned authorities.

4. Work: Time for Completion
   City hereby fixes the time for the completion of all public infrastructure improvements in Phase 3 to be within three (3) years after the date of approval of this Agreement unless a written extension is granted by the Planning Commission. However, in no case shall the time of completion for required infrastructure extend beyond four (4) years beyond the date of approval of this Agreement. Absent a written extension by the Planning Commission, the Planning Commission reserve the right to call the bond to complete the infrastructure in accordance with the approved plan. Nothing in this agreement, however, shall be construed to limit the Planning Commission's right to call the bond at any time if exigent circumstances require such action. Such circumstances shall be determined at the sole discretion of the Ranson Planning Commission.

5. Time of Essence – Extension
   Time is of the essence of this agreement; provided, that in the event good cause is shown therefore, the Ranson Planning Commission may extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The Ranson Planning Commission shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

6. Repairs or Replacements
   Developer shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments shown on the map which have been destroyed or damaged, and Developer shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, or any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of West Virginia, or any agency or political subdivision thereof, or by the City or by a public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer.

7. Permits and Covenants: Compliance Requirements
   Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law. Developer acknowledges that it is the holder and grantee of a land use covenant executed pursuant to the Voluntary Remediation and Redevelopment Act, W. Va. Code § 22-22, and the Uniform Environmental Covenants Act, W. Va. Code § 22-22B, to restrict the activities on, and uses of, the subject property, and that it shall accordingly maintain and ensure strict compliance with the pledges and duties included in said covenant.

8. Superintendence by Developer or its Designated Representative
   Developer shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City, on the work at all times during progress, with authority to act for the Developer.

9. Inspection by City of Ranson
   Developer shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

10. Subdivision Surety
    Developer shall post subdivision surety consistent with Ranson Municipal Code 16-80 et seq.

11. Hold-Harmless Agreement
    Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents', or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors, or subcontractors. Developer agrees to and shall defend City and its elective and appointive boards, commission, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows: That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision, or regardless of whether or not any of the insurance policies described herein shall have been determined to be applicable to any of such damages or claims for damages.

12. Developer's Insurance
    Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

    a. Compensation Insurance
       Developer shall maintain, during the life of this agreement, Workmen's Compensation Insurance for all Developer's employees employed at the site of the improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Workmen's Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employees engaged in work under this agreement at the site of the project is not protected under any Workmen's Compensation Law, Developer shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting to it from failure of either

Developer or any contractor or subcontractor to take out or maintain such insurance.

b. Public Liability and Property Damage Insurance
Developer shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall insure City, its elective and appointive boards, commissions, officers, agents, and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Developer's or any contractor's or subcontractor's operations hereunder, whether such operations be by Developer or any contractor or subcontractor, or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor.

c. Contractual Liability Insurance
Developer shall take out and maintain during the life of the agreement an insurance policy insuring City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement against damages sustained by reason of any action or actions at law or in equity, and/or any claims or demands by reason of any breach or alleged breach of any contract, or provision thereof, or by reason of any contractual liability or alleged contractual liability on any contract, entered into by Developer and/or any of Developer's contractors, subcontractors, agents and/or employees.

In the event that any of the aforesaid insurance policies provided for herein insures any entity, person, board or commission other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy, City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement.

13. Title of Improvements

Title to all streets, sidewalk and stormwater infrastructure improvements constructed here under by Developer shall be dedicated for public use and shall vest absolutely in the City upon completion of such improvements in accordance with the approved plan and upon acceptance of such improvements by ordinance of the Ranson City Council IAW W.Va. Code §8-11-3 and Ranson City Code §2-26. All infrastructure improvements shall meet City of Ranson construction standards as a prior condition of acceptance by the City Council. Developers and City shall work together to convey to the City improvements in sections as they are completed.

14. Specific Conditions of Development

a. Developer and/or established Homeowners' Association shall be responsible for maintaining and mowing all common areas. Common areas shall include, but not be limited to, all open space, storm water management facilities, and landscaped areas. Homeowners' Association and/or Developer shall be responsible for the perpetual maintenance, trimming, and protection of buffers and landscaped plantings, including trees. Diseased, infested, dying, dead or damaged landscaping shall be replaced by Developer and/or Homeowners' Association as soon as possible but no later than the next planting season.

b. Developer shall make Builders aware that in order to receive a Use & Occupancy Certificate, the City will require
    (1) finished individual driveways to include top coat,
    (2) sod is to be installed on front, rear and side yards along with 4 inches of top soil on residential lots,
    (3) Installation of required street trees as shown on the approved engineering plans,
    (4) Seasonal bonding shall be available to achieve the same result,

c. Developer shall ensure that street lights and community landscaping is installed sequentially as development occurs and structures are built.

d. Vacant lots, and lots adjacent to public infrastructure shall be mowed and maintained

e. Developer shall have a dedicated construction entrance for the use of site and building contractors.

f. The Developer shall be responsible in screening the onsite storage of all site development materials, such as but not limited to utility service pipes, stormwater pipes, gravel and construction material, from the public streets and surrounding residents.

15. Repair or Reconstruction of Defective Work
If, within a period of one year after final acceptance of the work performed under this agreement, and notification by City to Developer, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Developer shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly, or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to the City the actual cost of such repairs plus fifteen percent (15%).

16. Developer not Agent of City
Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

17. Notice of Breach and Default
If after notification, Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged a bankrupt, or Developer should make a general assignment for the benefit of Developer's insolvency or is Developer, or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this agreement, City Engineer, City Manager or his designee or Planning Commission shall serve written notice upon Developer and Developer's surety of breach of this agreement, or of any portion thereof, and default of Developer.

18. Breach of Agreement: Performance by Surety or City of Ranson

In the event of any such notice of breach Developer's surety shall have the duty to takeover and complete the work and the improvement herein specified; provided, however, that if the surety, within sixty (60) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within ninety (90) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as maybe on the site of the work and necessary therefor.

19. Reduction and Completion

The surety posted by the Developer may be reduced three (3) times prior to acceptance of all required improvements, upon the satisfactory completion of the subdivision improvements shown on the approved construction drawings, as per Ranson City Code 16-83.

Upon completion of all the work described in the said Agreement and upon the City authorizing a written Notice of Completion and Acceptance of said work, the Planning Commission will release all surety to 80% of the surety. The remaining 20% shall be held by the City for a period of one (1) year after the date of the Notice of Completion as a guaranteed bond to secure the performance of this Agreement and shall thereafter be released. The amount specified above for labor and materials shall be held by City for a period of one (1) year after the date official acceptance of the improvements specified in the said Agreement.

20. Enforcement and Guarantees

Pursuant to W. Va. Code § 8A-6-3, failure to meet all conditions in this Agreement shall constitute cause to deny Developer, the issuance of any of the required use, occupancy or improvement local permits, as may be appropriate. Nothing in this Agreement waives any of the remedies the Planning Commission or Ranson possesses to administer and enforce conditions under the authority granted in W. Va. Code § 8A-6-3.

City must notify Developer if requirements are not met or violations exist and Developer shall give the City written notice of its intent to cure within (5) days after the City's notice is provided. If Developer provides its written confirmation to cure to the City, the Developer shall have a 30 day right to cure period. Failure to cure within the 30 day cure period shall constitute cause for the City to withhold issuing building permits, use and occupancy permits and/or approving plats for future phases and calling surety

21. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of Ranson
Attn: City Manager
312 South Mildred Street
Ranson, WV 25438

Notices required to be given to Developer shall be addressed as follows:

New Vision Development, LLC
132 Autumn Ridge Lane
Kearneysville, WV 25430

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

22. Binding Effect of Agreement

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their estates, heirs, personal representatives, successors and assigns. However, the homeowner association or any owner of any unit shall not be deemed a third party beneficiary and not entitled to enforce any provision hereunder.

23. Authority

Any conflict arising from this Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

DATED this _____ day of _____, 2026.

RANSON PLANNING COMMISSION

By: _____
Mike Fagan, President

Its: President

DEVELOPER

_____

By:_____

Its: _____

City of Ranson

Community Development Department

312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone (304) 725-1010 Fax (304) 728-8579
Email: permits@ransonwv.us

RANSON
AT THE CENTER OF OPPORTUNITY.

Planning Commission:
Tony Grant, President
Mike Anderson
Kim Biddle
Walt Burke
Shannon Reed

APPLICATION FOR REVIEW

PROJECT NAME: Parkland Commons

PROJECT DESCRIPTION: Final Plat - Section 3 (Jovial & Mystic Drive, Lots T7 -T17 & T38 - T48)

MAP#: 4 **PARCEL#:** 124, 124.1 **CURRENT ZONING:** T5L **PROPOSED ZONING:** _____

SITE AREA (ACRES): 1.42 **# OF LOTS:** 22 **AREA IN LOTS:** 0.68

AREA IN SWM: 0.63 **AREA IN RIGHT OF WAY:** 0.74

WATER SERVICE: PUBLIC ☑ **PRIVATE** ☐ **PROVIDER** CTUB

SEWER SERVICE: PUBLIC ☑ **PRIVATE** ☐ **PROVIDER** CTUB

SEWER FLOW (GALLONS PER DAY AT BUILD-OUT): 15,869

SUBMITTAL/FEE INFORMATION

- ☐ Minor Subdivision Plat-$250
- ☐ Sketch Plat-$1,000 base fee plus $100.00 per acre for the first 10 lots/dwelling units and $25 for each additional lot/dwelling unit (whichever is greater)
- ☐ Preliminary Plat-$500 base fee
- ☐ Construction Plan: Storm Sewer-$2.00 per linear feet
- ☐ Construction Plan: Water Line-$1.00 per linear feet
- ☐ Construction Plan: Curb and Gutter-$2.00 per linear feet
- ☐ Construction Plan: Sidewalk-$2.00 per linear feet
- ☐ Construction Plan: Sanitary Sewer-$2.00 per linear feet
- ☐ Construction Plan: Street-$1.00 per linear feet
- ☐ Overlot Grading Plan-$125 per lot
- ☐ Construction Plan: Landscape, Buffering, and Open Space-$250
- ☐ Site Plan (residential)-$1,000 plus $100 per acre for the first 10 acres; $25 per thereafter
- ☐ Site Plan (non-residential)-$1,000
- ☐ Site Plan (non-residential) on parcels containing more than 1 acre-$1,000 plus $100 per acre for the first five (5) acres; $25 each per acre thereafter
- ☑ Final Plat-$1,000 base fee plus $50 per acre
- ☐ Correction Plat-$500 (Please note the type of plat you are providing corrections for) _____
- ☐ Boundary Line Adjustment Plat-$250
- ☐ Easement Plat-$250 flat fee
- ☐ Rough Grading Plan-$200 per acre
- ☐ Floodplain Study-$1,500
- ☐ Traffic Study-$1,000
- ☐ Variation Request-$750 per section varied
- ☐ Text or Map Adjustment-$500
- ☐ Request for Preliminary Authorization-$100
- ☐ Rezoning Filing Fee-$1,000 base fee plus $100 per acre for each of the first ten (10) acres, then $25.00 per acre thereafter
- ☐ Re-submittal fee-Half of the original submission fee (please note the type of plat/plan you are re-submitting) _____

OWNER/APPLICANT INFORMATION

Owner I (Print) New Vision Development, LLC Percent of Ownership 100
Address 132 Autumn Ridge Lane, Kearneysville, WV 25430
Phone: [redacted] Fax/Email: [redacted]

Owner II (Print) _____ Percent of Ownership _____
Address _____
Phone: _____ Fax/Email: _____

Owner III (Print) _____ Percent of Ownership _____
Address _____
Phone: _____ Fax/Email: _____

Applicant (Print) _____
Address _____
Phone: _____ Fax/Email: _____

Developer (Print) New Vision Development, LLC
Address 132 Autumn Ridge Lane, Kearneysville, WV 24530
Phone: [redacted] Fax/Email: [redacted]

Engineer/Surveyor (Print) Site Planning, Design & Survey LLC
Address: 119 Kitchens Orchard Road, Hedgesville, WV 25427
Phone: [redacted] Fax/Email: [redacted]

OWNER'S WRITTEN AUTHORIZATION

Please direct all correspondence to: ☐ Owner(s) ☐ Developer ☑ Engineer

As the owner of this property, I certify that this application is complete and accurate to the best of my knowledge. I understand that any information lacking in such application shall be deemed incomplete and shall not be considered for review. Furthermore, I authorize the City to direct all correspondence to the above noted party who is also authorized and designated as my agent during review of this application.

Signature (owner): _____ Date: _____

Signature: (applicant) _____ Date: _____

**********For Office Use Only**********

Date Received: _____ **By:** _____

Fee paid: _____ **Check Number:** _____

AGENDA ITEM III.9

Planning Commission Request for Action

TO:

FROM: Todd Wilt, Community & Economic Development

ITEM TYPE: OLD BUSINESS

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Consideration – **Motion to Rescind** Prior Action on 24-37-LDPP: Land Development Plan and Plat for Lakeland Place at Fairfax Crossing (Revision). 36.44-acre parcel accessible from Fairfax Boulevard, North and South, with potential future access from 16th Avenue. Parcel ID 19-08-0008-0001-0002

ATTACHMENTS:

PC 8-31- Fairfax memo .docx

MEMO TO: Planning Commission

FROM: Summer Wilkes, Community Development Director

RE: Fairfax Crossing Submission

DATE: August 27, 2026

Background:

On July 15, 2019, the Planning Commission approved Project No.19-37-LDPP as a revision/amendment to a LDPP that was approved on March 16, 2012. Technically, that 2012 approved plan expired in 2017 before the current owner ("Fairfax") purchased the property in March 2018, per WV Code §8A-5-12 (c).[1] They should have submitted a new LDPP instead of amending an expired plan. But the City staff allowed Fairfax to submit an amendment to that LDPP as if it was still vested, which was approved by the Planning Commission on July 15, 2019 as Resolution PC-19-03.

[1] ***WV Code §8A-5-12*** *(c) Subject to section ten-a, article thirteen-e, chapter sixteen of this code,** the vesting period for an approved land development plan and plat which creates the vested property right is five years from the approval of the land development plan and plat by the planning commission.*

This Code section makes a reference to* ***§16-13E-10a. Extension of vesting period for land development plans and plats; approval of phases. *The language of this section is as follows:*

(a) The five-year vesting period is extended to the development concept vesting period with respect to the development concept if: (i) The land development will be wholly contained within a community enhancement district; and (ii) either:

(A) Such community enhancement district has been created and is in existence, and such facts have been communicated to the planning commission, at the time the planning commission approves the subject land development plan and plat (whether such plan and plat is denominated final, preliminary, phased preliminary, concept or otherwise); or

(B) Such community enhancement district is created after the initial approval of the subject land development plan and plat and the planning commission subsequently ratifies the approval of such plan and plat with the knowledge of the existence of the community enhancement district; and (iii) assessment bonds or tax increment financing obligations payable from or secured by, in whole, or in part, assessments against real property located within the district are issued within the five-year vesting period.

(b) Nothing herein shall be deemed to extend or otherwise modify the five-year vesting period with respect to items other than those included in the development concept.

(c) When a land development will be wholly contained within a community enhancement district, a land development plan and plat that otherwise pertains to and seeks approval of only a portion or phase of the land development may also contain the development concept for a greater portion, multiple phases or the entirety of the land development if the plan and plat expressly so provides. Approval of a land development plan and plat by the planning commission constitutes approval of, and the establishment of a vested property right in, the entire development concept contained in the land development plan and plat.

(d) This section shall apply to all community enhancement districts, regardless of whether created prior or subsequent to enactment of this section.

There is no Community Enhancement District on the subject property in Ranson, so this provision of the Code does not apply.

The WV Code contemplates that the LDPP approved on July 15, 2019 expired at the five-year mark on July 15, 2024. However, during that five-year time frame, the applicant filed a preliminary plan, construction drawings and final plat for the entire development and worked with City staff to finalize the preliminary plan and final plat for presentation for Commission approval, with significant gaps in communication from the applicant. Revisions were filed in August and September 2024, technically after the expiration of this LDPP. However, the Planning Commission did not vote to approve the plans.

These revisions, under the application 24-37-LDPP, had a communication gap from October 2024 to early March 2026, where no documents appear to be submitted in the MGO portal or found in City files, meaning the applicant took no action in terms of their plans/permits. There was a meeting on March 11, 2026 with City Staff and the developer and his team to restart the project where the history of the project was discussed, along with the issues identified, notably the unresolved stormwater easement issue. The issue is an unresolved understanding of whether or not Fairfax had obtained easements to utilize stormwater ponds on the adjacent property. During this time up to the present, the status of the disagreement between the property owners is unclear to the City staff and no evidence has been provided that this dispute over the nature of the easements has been resolved. In early April 2026, a revised LDPP was submitted to the MGO and processed by the staff, even though the plan had expired.

At the May 11, 2026 Planning Commission meeting, the City Manager reported that the plan had expired, that the staff recommended the best course of action would be to "pause" the project and let these developers work out the stormwater issue, and to reapply for a new LDPP. Therefore, the staff did not support the approval of the application at this time. The City Attorney agreed and emphasized that we should not accept plats that do not precisely define and verify the exact stormwater arrangements. He adds that there is no need for the PC to vote on the issue of expiration, and that the "staff can go forward" in working with the applicant to require a new plan submission.

The PC chose to vote to declare the plan was expired, even though they did not have to. An important point to emphasize here is that the City has no legal obligation to notify the applicant that the plan is about to expire or has expired. The legal burden is entirely on the applicant to watch the clock.

After the May 11 meeting, a letter from Todd to Ms. Clabaugh (attorney for Fairfax) was issued on June 9 – within the 30-day period – detailing the PC's decision. A lawsuit was filed on June 10, and the applicant has not met directly with the City staff since the May 11 meeting.

Recommendation:

Given the background, the Staff recommends that the Planning Commission:

1) *Rescind the May 11, 2026 vote that the plan is expired*. The Planning Commission may consider a vote to reverse their decision to declare the LDPP as expired since that action

was not necessary. As stated earlier, it is not the legal duty of the Planning Commission or the City to keep up with the five-year deadline or to notify the applicant or to officially declare it as expired – the legal burden is totally on the applicant. As stated at the May 11 meeting, since the plan is expired, it is up to the applicant to come back to the staff with a new LDPP application. Then, if approved by the Planning Commission, this new LDPP will go forward with a statutory 5-year limit.

2) *Deem the current application incomplete*. In his August 27, 2026 review letter, the City Engineer does not mention the stormwater issue because he can only comment on the information that has been provided to him in the application. It is not the purview of the City Engineer to research or analyze or clarify any outstanding legal issues regarding the nature of the stormwater management dispute. So, he therefore only comments on the Transect district waiver. There was not enough information provided to adequately review the proposed stormwater management per Article 3.1.5(f), including: i. a narrative description of stormwater control measures and ii. an estimate of total impervious surface.

Regarding the stormwater issue, the applicant has two choices: he can either accommodate the stormwater management on-site as mandated by the ordinance, or he can provide or pursue a joint use management plan to appropriately and completely document the off-site stormwater management arrangement.

The City ordinance which stipulates on-site accommodation complies with the MS4 Clean Water Mandate**,** as West Virginia cities operate under the WV DEP Small Municipal Separate Storm Sewer System (MS4) General Permit. To comply with the federal Clean Water Act, cities must pass localized ordinances forcing new developments to utilize the Runoff Reduction Method—meaning water must be contained and treated on-site via infiltration or retention infrastructure. A private deal to dump water on a neighbor's property directly violates these municipal MS4 permits. But a professionally prepared and legal agreement can also be pursued and approved in some cases.

This Joint use management agreement is a 6-step collaborative process involving engineering capacity studies, legal contract drafting, and municipal approval:

1. **Perform an Engineering Capacity Study:** both developers pay the City Engineer to perform a neutral study of the capacity of the proposed and jointly desired new pond on the Potomac Towne Center LDPP.

2. **Draft the Engineered Site/Stormwater Plan:** The engineer must create detailed drawings and calculations showing the exact physical connection points (pipes, swales, or inlets) between the applicant’s parcel and the owner’s pond, formatted to meet the ordinance standards and the terms of the MS4 permit.

3. **Negotiate the Maintenance and Liability Terms:** Both property owners must agree in writing on who pays for ongoing maintenance, dredging, repairs, and liability insurance if the joint system ever fails or causes property damage.
4. **Draft the Legal Express Easement:** Have a real estate attorney draft a formal Drainage and Maintenance Easement agreement. This document must include exact legal descriptions of both properties and incorporate the engineer's stamped site plan.
5. **Submit to the City for Plan Review:** File the engineered drawings and the proposed joint agreement with the new LDPP to ensure the joint-use setup satisfies local stormwater management codes or to formally request any necessary variances or waivers.
6. **Execute and Record the Agreement:** Once the city approves the new LDPP, both property owners must sign the final agreement before a notary and record the original document at the Jefferson County Clerk's Office so it becomes a permanent, legally binding covenant tied to the land deeds.

***** END OF REPORT *****

AGENDA ITEM III.10

Planning Commission Request for Action

TO:

FROM: Todd Wilt, Community & Economic Development

ITEM TYPE: NEW BUSINESS

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Consideration – 24-37-LDPP: Land Development Plan and Plat for Lakeland Place at Fairfax Crossing (Revision). 36.44-acre parcel accessible from Fairfax Boulevard, North and South, with potential future access from 16th Avenue. Parcel ID 19-08-0008-0001-0002.

ATTACHMENTS:

08-27-2026 Fairfax Crossing LDPP Revision Application Review - Memorandum.pdf
24-37-LDPP_development_agreement.pdf
24-37-LDPP_fairfax_crossing_2024_revised.pdf
24-37-LDPP-CRC.pdf
24-37-LDPP-CRC_Ranson_Response_9.12.24.pdf
Legal_Notice_LDPP_Fairfax_Crossing_.pdf

Kimley»Horn

Memorandum

To: Michael Wiley, PE, PS.
The Wormald Companies
Piedmont Design Group
5283 Corporate Drive, Suite 300
Frederick, Maryland 21703

From: Mark Phillips, P.E.
Diego Carreira

Through: Zach Holland
City of Ranson
Community Development Specialist
312 South Mildred Street,
Ranson, WV 25438

Date: August 27, 2026

Subject: Lakeland Place at Fairfax Crossing – LDPP Revision Application – 1st Review

This memorandum summarizes our review of the LDPP Revisions Application for the Lakeland Place at Fairfax Crossing Development (dated April, 2026, prepared by Piedmont Design Group) as part of a proposed redevelopment. The site is currently zoned Smart Code T-3, T-4, and T-5 per the City of Ranson Zoning Ordinance dated April 17, 2012.

Kimley-Horn's review of this application is limited to the drawings and plat application provided. Based upon our review, we have the following comments on this application:

- Kimley-Horn notes that all required information per the City of Ranson LDPP criteria in Chapter 19A is provided by the Applicant for Planning Commission Review.
- Kimley-Horn notes that the Applicant is requesting a waiver from theT3, T4, and T5 Transect District Percentage Requirements and that the LDPP approval is subject to the waiver approval by the Planning Commission. Should it not be approved the Applicant should revise the LDPP to align with the Zoning Ordinance District Requirements.

Thank you for the opportunity to review this plan. In the meantime, please feel free to contact us at 703-870-3631 should you have any questions.

KIMLEY-HORN & ASSOCIATES, INC.

Mark Phillips, P.E.
Project Manager

DEVELOPMENT AGREEMENT

AND NOW, this 8th day of ~~October~~ January 2020, comes the City of Ranson, a political subdivision of the State of West Virginia (hereinafter "Ranson" or "City"), and Fairfax Crossing Real Estate, LLC, a West Virginia limited liability company (hereinafter "Owner"), and, with intent to be legally bound by the provisions herein, endorse these recitals and attached **EXHIBITS 'A', 'B', 'C', 'D', 'E', 'F', and 'I-2'**, inclusive, and make this Agreement.

WHEREAS:

1. Owner is the fee simple owner of certain property located in the City of Ranson, Jefferson County, West Virginia as shown on **EXHIBIT 'B'** entitled *"Description of Proposed Development of Remaining Phase III Lakeland Place at Fairfax Crossing City of Ranson West Virginia"* dated January 10, 2020, (the "Property"). This Property is a portion of the Lakeland Place at Fairfax Crossing development as shown on **EXHIBIT 'A'** entitled *"Description of Existing Development Phases I, II, and III-A Lakeland Place at Fairfax Crossing City of Ranson West Virginia"* dated January 10, 2020, and the aforementioned **EXHIBIT 'B'**.

2. Owner desires that Ranson construct, operate and maintain City streets traveling through and to a portion of the Property described in **EXHIBIT 'B'** in order to facilitate further development and convenient travel through and within the Property.

3. Ranson desires to construct, operate and maintain said streets for the convenience and safe travel of its citizens and residents, and to ensure timely and efficient public safety operations within this area of the City.

4. These Parties agree that it is in their mutual best interests to timely complete the duties and rights described below.

THEREFORE, these Parties AGREE AND PLEDGE that:

North Fairfax Boulevard portion of the work ("Fairfax Project"):

1. Within fifteen (15) calendar days from the date first above written, Owner shall cause to be conveyed and dedicated to Ranson, substantially in the form attached at **EXHIBIT 'C'**, fee simple title to and for the public right of way from Owner's southern property line to 17th Avenue, as further labeled "Fairfax Boulevard Extension Intended Right of Ways" at **EXHIBIT 'E'**. As part of this conveyance, Owner agrees to:

   a. Convey ancillary temporary stormwater and construction easements deemed by Ranson and Owner to be required and necessary to complete the project described below to be located in conformance with the plans referenced in **EXHIBIT 'I-2'**. Said temporary easements shall be extinguished upon the earlier of (i) termination of this Agreement, (ii) completion of the project described below or (iii) Owner's commencement of land development improvements adjacent to the right of way; and,

b. Convey to the City the public right of ways depicted at Exhibit 'D' (shaded areas) by fully complying with and satisfying the City's legal and administrative requirements for conveyance to the City, including a detailed survey of the conveyed property, description and conveyance of related easements and satisfaction of Planning Commission requirements (See Ranson City Code § 16-102). The City agrees to accept the right of ways described in this paragraph "As-Is", without any modification or construction to such right of ways. Owner and/or assigns agrees to remain responsible for snow removal and winter treatment of the conveyed roadways, only until April 1, 2021.

c. Ranson shall timely record the conveying instrument(s) and easements at its own cost.

2. The engineering plan for this project was prepared by the Owner's consultant and attached at **EXHIBIT 'I-2'** (*Piedmont Engineering, November 2019).* The City may, within fifteen (15) calendar days of receipt of the engineering plan, comment upon this plan, which shall be based on the general alignment and design of the streets depicted in **EXHIBIT 'F'** entitled *"RESOLUTION PC 19-03"* as *"LAKELAND PLACE AT FAIRFAX CROSSING...LAND DEVELOPMENT PLAN AND PLAT..."* dated October 23, 2019. The Owner will respond to the City within fifteen (15) calendar days of the receipt of comment(s). In the event that Ranson and Owner cannot come to mutual agreement as to the engineering plan for the project within thirty (30) days of the date of this Agreement, this Agreement shall terminate and all money that Owner has paid to Ranson, if any, pursuant to this Agreement shall be promptly returned by Ranson to Owner.

3. Promptly, Ranson shall make alternate mainline extension agreements with the serving utilities to extend water and sanitary sewer service through and along Fairfax Boulevard in accordance with the rules and requirements of these utilities and the Public Service Commission of West Virginia. These extensions shall include construction of any upstream or downstream improvements that may be required by the serving utilities.

4. Following the design review described in Paragraph 2, above, Ranson shall fully pay for, deploy and supervise one or more qualified contractor(s) to fully perform and construct "the Fairfax Project" upon the Property conveyed to Ranson as depicted in **EXHIBIT 'E'** and labeled *Fairfax Boulevard Extension.* The Fairfax Project shall include construction and/or installation of the following improvements within Fairfax Boulevard from the Owner's southern property line to 17th Avenue, including:

a. Stormwater management facilities serving and ancillary to Fairfax Boulevard to serve the roadway.

b. Water and sanitary sewer mains in accordance with the alternate mainline extension agreements (See: Paragraph 3, above), including ancillary upstream/downstream improvements as may be required by the serving utility and service stubs to the property lines as designated by Owner.

c. Paving, curb and gutter, as applicable, sidewalk, landscaping, signage and lighting.

16th Avenue Extension portion of the work ("16th Avenue Extension Project"):

5. In order to facilitate convenient and safe access to Fairfax Boulevard during construction, these Parties agree that it is desirable to convey to the City and conditionally open 16th Avenue from the proposed western right of way Fairfax Boulevard to the existing right of way of 16th Avenue for use during the Fairfax Boulevard project and for future full development. This property is depicted in **EXHIBIT 'E'** and labeled *16th Avenue Extension.*

6. The engineering plan for this portion of the project shall be prepared by the Owner's consultant. The City may, within thirty (30) calendar days of receipt of the engineering plan, comment upon this plan. Owner shall respond to the City within thirty (30) calendar days of the receipt of comment(s). Ranson and Owner shall make every effort to reach mutual agreement as to the engineering plan for this portion of the project. In any event, expenditure of public funds and project administration shall comply with and are contingent upon West Virginia law and regulation and the Ranson City Code.

7. Following the design review described in paragraph 6 above, and at its earliest convenience, Ranson may, pursuant to public vote of the governing body, deploy and supervise one or more qualified contractor(s) to construct the 16th Avenue Extension upon the Property conveyed to Ranson as depicted in **EXHIBIT 'E'**. The 16th Avenue Extension Project may include construction and/or installation of the following improvements within 16th Avenue from its intersection with the west side of Fairfax Boulevard to the Owner's western property line at existing 16th Avenue, including:

   a. Stormwater management facilities serving and ancillary to 16th Avenue to serve the roadway.

   b. Water and sanitary sewer mains in accordance with the alternate mainline extension agreements (See: Paragraph 3, above), including ancillary upstream/downstream improvements as may be required by the serving utility and service stubs to the property lines as designated by Owner.

   c. Paving, curb and gutter, as applicable, sidewalk, landscaping, signage and lighting which substantially match adjacent streets and amenities.

With respect to both portions of the work and the Property:

8. Ranson agrees that Owner may continue to enter upon the Property as may be desired. In addition, Ranson agrees that the Owner shall have the right for any lawful purpose to access and subdivide lots adjacent to all of the streets dedicated pursuant to the Agreement, and/or have the right to add and/or access utilities as the Owner deems necessary to provide for the completion of the Fairfax Crossing

development. Ranson agrees that it shall not inhibit the approval and release of building permits and use and occupancy permits for any of the lots adjacent to all of the streets dedicated pursuant to the Agreement.

9. Subject to the reimbursement plan described below, Ranson shall be responsible for completion of all duties and responsibilities as set forth in this Agreement, in a reasonably timely manner, and the full cost of the work of the Fairfax Project, including, but not limited to, recording fees, engineering fees, permitting fees, and labor, equipment, materials, testing and inspection costs. All costs incurred and paid are of public record, available for inspection by the Owner and any other interested party.

10. In exchange for and in contemplation of the work obligated and performed herein, Owner shall contribute to Ranson a maximum of Seven Hundred Forty-three Thousand Dollars ($743,000) as its full payment obligation for the work, payable according to the following schedule:

    a. Two Hundred Thousand Dollars ($200,000) within thirty (30) days after the date the engineering plan is agreed upon by Ranson and Owner; and,

    b. Two Hundred Sixty-Three Thousand Dollars ($263,000) within fifteen (15) days of substantial completion of the water and sewer mains; and,

    c. Two Hundred Eighty Thousand Dollars ($280,000) within fifteen (15) days of substantial completion of the Fairfax Boulevard Extension which allows for the road to be utilized by the public.

    Any and all costs incurred by Ranson to complete the Fairfax Project work contemplated by this Agreement in excess of $743,000 shall be the sole responsibility of Ranson and Ranson shall not be entitled to reimbursement from Owner for any such amounts. Further, should Ranson fail to comply with the terms of this Agreement, Owner shall be relieved of all of its obligations and responsibilities herein.

11. Ranson shall maintain throughout the course of the work general liability and workers compensation insurance in amounts as required by law and/or sound business risk management. Ranson shall name Owner as additional insured in its general liability policy with respect to this work. Ranson shall further hold Owner harmless from any and all liability arising from the work, including demands for payment and/or mechanic's liens by contractors and cost of defense of any alleged claim. This indemnification shall survive the conduct of work and shall be extant with respect to any subsequent claim arising therefrom.

12 Ranson shall restore, at its sole cost and expense, any damage caused to the Property by Ranson or its agents.

13. In the event of breach of this Agreement by either Party, the non-breaching party shall have the right to terminate this Agreement and/or demand compensatory and/or consequential damages and/or specific performance by the breaching Party.

Concluding Recitations:

14. These Parties will work together in good faith to satisfy completion of their obligations under this Agreement.

15. This Agreement is drawn under, and shall be governed and interpreted by, the laws of the State of West Virginia. Venue for any dispute arising hereunder shall be the Courts and agencies of the State of West Virginia.

16. This writing is the full and final agreement between these Parties, superseding any prior written or oral promise, and may be modified only by a writing made by both Parties.

17. This Agreement is in rem, running with the land and thus binding any successors, assigns, grantees, heirs or others who may acquire an interest in the Property to be served by the project.

18. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the City of Ranson and Owner at the addresses shown below or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

All notices germane to or required by this Agreement shall be made by First Class U.S. Mail to both:

City Manager
City of Ranson
312 S. Mildred Street
Ranson WV 25438

Fairfax Crossing Real Estate, LLC
Attn: Edward Scott
117 W. Patrick Street, Suite 200
Frederick, MD 21701
(*with a copy to taceyhimelfarb@gmail.com*)

19. This Agreement supersedes and replaces all prior developer subdivision agreements and other agreements between Ranson and Fairfax Crossing Real Estate LLC, Fairfax Crossing LLC and/or any predecessor in interest to the Property.

20. Time is of the Essence. Therefore, the Parties hereto agree to make every reasonable effort to ensure that that the Fairfax Boulevard Extension portion of this Project is completed within 24 months of the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF RANSON

BY: _____
Keith A. Pierson
Mayor

FAIRFAX CROSSING REAL ESTATE LLC

By: _____
[signature]

Edward D. Scott
[printed name/title]

Acknowledgement THIS 8th DAY OF ~~NOVEMBER, 2020~~ January 2021:

Lakeland Place at Fairfax Crossing Unit Owners Association Inc.
By: Fairfax Crossing Real Estate LLC, Declarant
By: Bywood Lane, LLC its member
By: Tacey Himelfarb, member
By: _____

Tacey Himelfarb, member, as Declarant
[printed name/title]

STATE OF Maryland,

COUNTY OF Frederick, to-wit:

The foregoing instrument was acknowledged before me this 9th day of Jan, 2020, by Edward D. Scott, who is duly authorized to act for and on behalf of Fairfax Crossing Real Estate, LLC, a West Virginia limited liability company.

My commission expires: 8/23/2021.

Mary M. Torres
Notary Public in and for the
State of Maryland

MARY M. TORRES NOTARY PUBLIC FREDERICK COUNTY MARYLAND

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this 10th day of November, 2020 by Keith D. Pierson, who is duly authorized to act for and on behalf of the City of Ranson, a political subdivision of the State of West Virginia.

My commission expires: July 23, 2023.

Stacey A. Pfaltzgraff
Notary Public in and for the
State of West Virginia

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
STACEY A PFALTZGRAFF
City of Ranson
312 S Mildred Street Ranson WV 25438
MY COMMISSION EXPIRES JULY 23 2023

This instrument prepared by:

City of Ranson
City Manager Anthony Grant
312 South Mildred Street
Ranson, WV 25438

PIEDMONT
DESIGN GROUP
5283 Corporate Drive, Suite 300
Frederick · Maryland 21701
301.695.6614
piedmontdesigngroup.com

EXHIBIT 'A'

Description of Existing Development Phases I, II and III-A
Lakeland Place at Fairfax Crossing
City of Ranson, West Virginia

Being a portion of the land acquired by Fairfax Crossing, LLC from Ronald E. Shaeffer, Joseph R. Shaeffer, and Kristin A. Shaefer by deed dated December 15, 2003 and recorded among the Land Records of the Clerk of the Court of Jefferson County in Deed Book 984 Page 168 as Transaction No. 2004000208 on January 5, 2004, and being more particularly described as follows:

1. All that area depicted as *"BLOCKS A THRU E, ROAD R/W AREA, OPEN SPACE"* on a plat entitled *"Final Plat Showing REVISION OF Phase 1-Blocks A thru E Lakeland Place At Fairfax Crossing"* recorded among the Land Records of the Clerk of Jefferson County, West Virginia in Plat Book 23 at Page 58 and Plat Book 23, Transaction No. 2006024436, containing 23.5764 acres; and

2. All that area depicted as *"Lots, Right-of-Way, Open Space"* on a plat entitled *"Final Plat Showing Phase II-A, Lots 128-222, and Lot A (Residue) Fairfax Crossing"* recorded among the Land Records of the Clerk of Jefferson County, West Virginia in Plat Book 24 at Page 10, Transaction No. 2007008908, containing 12.974 acres; and

3. All that area depicted as *"Lots, Right-of-Way, Open Space"* on a plat entitled *"Final Plat Showing Lots 272-277, 286-297 & 345-352, and Lot A (Residue) Fairfax Crossing Phase III-A"* recorded among the Land Records of the Clerk of Jefferson County, West Virginia in Plat Book 25 at Page 276, Instrument No. 2011006721, containing 2.165 acres; and

4. All that area depicted as *"Lots, Right-of-Way"* on a plat entitled *"Final Plat Showing Lots 226-236 Lakeland Place at Fairfax Crossing Phase II-B"* recorded among the Land Records of the

PIEDMONT
DESIGN GROUP

Clerk of Jefferson County, West Virginia in Plat Book 25 at Page 410, Instrument No. 2013018309, containing 1.817 acres.

The total area described herein is based on field surveys and plats of record and contains 40.5324 acres of land.

January 10, 2020

Michael T. Wiley, PE, PS
WV PS #1044; Expires 06/30/2020
For Piedmont Design Group, LLC
WV Corp LS #20-5804; Expires 12/31/2021

MTW/mtw/S:\CIVIL\FAIRFAX CROSSING\PROJECT MANGEMENT\CORRESPONDENCE\PDG\Fairfax Boulevard Agreement\EXHIBIT 'B'.docx

PIEDMONT
DESIGN GROUP
5283 Corporate Drive, Suite 300
Frederick · Maryland 21701
301.695.6614
piedmontdesigngroup.com

EXHIBIT 'B'

Description of Proposed Development of Remaining Phase III
Lakeland Place at Fairfax Crossing
City of Ranson, West Virginia

Being all of the land acquired by Fairfax Crossing Real Estate, LLC from Stephen M. Mathias by deed dated March 12, 2018 and recorded among the Land Records of the Clerk of the Court of Jefferson County in Deed Book 1203 Page 55 as Instrument No. 201800002843 on March 13, 2018 and being more particularly described as follows:

1. All that area depicted as *"Lot "A" (Residue)"* on a plat entitled *"Final Plat Showing Lots 226-236 Lakeland Place at Fairfax Crossing Phase II-B"* recorded among the Land Records of the Clerk of Jefferson County, West Virginia in Plat Book 25 at Page 410, Instrument No. 2013018309, containing 41.834 acres.

The total area described herein is based on field surveys and plats of record and contains 41.834 acres of land.

January 10, 2020

Michael T. Wiley, PE, PS
WV PS #1044; Expires 06/30/2020
For Piedmont Design Group, LLC
WV Corp LS #20-5804; Expires 12/31/2021

MTW/mtw/S:\CIVIL\FAIRFAX CROSSING\PROJECT MANGEMENT\CORRESPONDENCE\PDG\Fairfax Boulevard Agreement\EXHIBIT 'B'.docx

EXHIBIT 'C'

QUITCLAIM DEED OF DEDICATION AND CONVEYANCE

THIS QUITCLAIM DEED OF DEDICATION AND CONVEYANCE is made this _____ day of _____ 2019, by and between FAIRFAX CROSSING REAL ESTATE, LLC, a West Virginia limited liability company, its successors and assigns (hereinafter "OWNER" and/or "DECLARANT" and/or "**FAIRFAX CROSSING**"), parties of the first part, and THE CORPORATION OF RANSON, a municipal corporation ("**RANSON**"), party of the second part.

WITNESSETH

WHEREAS, FAIRFAX CROSSING is the owner of property by Deed dated March 12, 2018 located in Ranson Corporation District, Jefferson County, West Virginia and recorded in the Office of the Clerk of Jefferson County, West Virginia in Deed Book 1203, at Page 55 (the "**PROPERTY**"); and

WHEREAS, it is the desire and intent of FAIRFAX CROSSING to dedicate, grant and convey a portion of the Property for public use, the streets and thoroughfares, more particularly described in **EXHIBIT 'D' and EXHIBIT 'E'** which is attached hereto and incorporated herein by reference, in accordance with this Deed and the plat dated August 2019, entitled "GRAPHICAL REPRESENTATION OF EXISTING PLATTED AND DEDICATED PUBLIC RIGHT-OF-WAY AREAS TO BE DEEDED TO THE CITY OF RANSON, WV" and prepared by Piedmont Design Group, LLC, certified land surveyors, (EXHIBIT 'D' and EXHIBIT 'E') ; an**WHEREAS**, the Property is not subject to any lien or Deed of Trust.

STREET DEDICATION

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged, FAIRFAX CROSSING quitclaims, dedicates, grants and conveys a portion of the Property for public use, the streets and thoroughfares, more particularly described in **EXHIBIT 'E'** which is attached hereto and incorporated herein by reference, in accordance with this Deed and the plat dated August 2019, entitled "GRAPHICAL REPRESENTATION OF PUBLIC RIGHT-OF-WAY AREAS TO BE DEDICATED AND DEEDED TO THE CITY OF RANSON, WV" and prepared by Piedmont Design Group, LLC, certified land surveyors, (EXHIBIT 'D' and EXHIBIT 'E') This quitclaim deed of dedication and conveyance is made in accordance with the statutes made and provided therefore.

EMERGENCY INGRESS AND EGRESS EASEMENTS

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar

Document prepared without the benefit of title examination by

Kenneth J. Barton, Jr., Esquire
Steptoe & Johnson, PLLC
Edwin Miller Professional Center
1250 Edwin Miller Boulevard, Suite 300
Martinsburg, WV 25404

Consideration: $1.00

Return to Grantee:

City of Ranson, West Virginia
312 S Mildred Street
Ranson, WV 25438

($1.00), cash in hand paid, receipt of which is hereby acknowledged, FAIRFAX CROSSING grants and conveys unto e RANSON, its successors and assigns, an easement for ingress and egress for RANSON and other emergency vehicles, and for the purpose of performing any governmental functions which RANSON may find necessary or desirable to perform, including, but not limited to, police and fire protection, over and across all public and/ or private access easements, and ingress and egress easements, as shown on EXHIBIT 'D' and EXHIBIT 'E'. Notwithstanding the foregoing, in the event any of such public and/or private access easements, and/or ingress and egress easements are hereafter adjusted, relocated, reconfigured, or otherwise altered, these easements shall automatically be adjusted so that no portion of the PROPERTY which ceases either to be a public or private access easement, or ingress and egress easement, shall be subject to these easements.

RESERVATIONS

Grantor hereby reserves unto itself, its successors and assigns rights of access, use, and construction within the aforesaid EXHIBIT 'D' and EXHIBIT E' areas during and until the later of the period of construction of the City's or Owner's construction of Fairfax Boulevard, 16th Avenue, and/or any adjoining lots, parcels, and associated land development infrastructure.

MISCELLANEOUS

Headings made in this Deed are for convenience purposes only and are not intended to affect the express terms herein set forth

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of the City of Ranson, West Virginia, as shown by the signatures affixed to EXHIBIT 'D' and EXHIBIT 'E', as applicable, and is with the free consent and in accordance with the desire of FAIRFAX CROSSING REAL ESTATE, LLC, the owner and proprietor of the Property.

The undersigned warrants that this Quitclaim Deed is made and executed pursuant to authority properly granted by the articles of organization, operating agreement or majority vote of the members of FAIRFAX CROSSING REAL ESTATE, LLC.

DECLARATION OF CONSIDERATION OR VALUE

Under penalties of fine and imprisonment as provided by West Virginia law, the parties declare that the transfer herein is a gift transfer to a political subdivision within the State of West Virginia and therefore exempt from the excise tax on the transfer of real property.

The undersigned, pursuant to the Withholding Tax on West Virginia Source Income of Non-Residents, hereby do certify under the penalties of perjury that Grantor is not a resident entity of the State of West Virginia.

WITNESS the following seals and signatures:

FAIRFAX CROSSING REAL ESTATE, LLC

OWNER and DECLARANT

_____

By: Edward D. Scott

Its: Managing Member

ORDINANCE #2019-__
(UNCODIFIED)

AN ORDINANCE ACCEPTING DEED OF DEDICATION FOR CERTAIN STREETS, RIGHTS-OF-WAY AND UTILITY EASEMENTS WITHIN LAKELAND PLACE AT FAIRFAX CROSSING TO THE CITY OF RANSON AND OPENING SAID STREETS TO PUBLIC USE

WHEREAS, Fairfax Crossing Real Estate, LLC, hereinafter referred to as "**DEVELOPER**" is desirous of dedicating said streets and rights-of-way to the City of Ranson, a municipal corporation of the State of West Virginia, hereinafter referred to as "**CITY**"; and

WHEREAS, several recorded plats for Lakeland Place at Fairfax Crossing depicts all streets, alleys, and rights-of-way within the subdivision as being dedicated for public use; and

WHEREAS, Developer's predecessor-in-title has completed construction of certain streets, alleys, and rights-of-way within the subdivision as being dedicated for public use; and

WHEREAS, the City Council of the City of Ranson has agreed to officially accept the proposed dedication of these streets, alleys, and rights-of-way through a Deed of Dedication; and

WHEREAS, the streets, alleys, and rights-of-way identified by yellow highlight on **EXHIBIT 'A'** and **EXHIBIT 'C'** will be open to the public and shall be maintained by the CITY;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the City Council of the City of Ranson:

Section 1: The streets and rights-of-way offered for dedication through the attached Deed of Dedication and shown on the attached **EXHIBIT 'A'** and **EXHIBIT 'C'**, copies of which are attached hereto and made part hereof, is hereby approved and accepted as a public street and right-of-way for public use to the City of Ranson, West Virginia pursuant to Ranson Municipal Code Sec. 16-86.

Section 2: That Ranson Municipal Code Sec. 18-93(b) "Speed Restrictions-Maximum established" shall be applicable and the speed limit is established as 25 mph unless otherwise posted and that all intersections with stop conditions shall be enforced pursuant to Ranson Municipal Code Sec. 18-89.

Section 3: That the City Clerk shall record a copy of this Ordinance and Deed of Dedication in the offices of the Jefferson County Clerk.

Section 4: Severability. Be it further ordained that if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Ranson City Council hereby declares that it would. have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Section 5: Effective date. This ordinance shall take effect immediately upon passage.

Section 6: Repeal. All ordinances in conflict with this ordinance are hereby repealed and this Ordinance shall take precedence.

Strike-throughs indicate language that would be stricken from the present law, and underscoring indicates new language that would be added.

Adopted by the City Council of the City of Ranson after a 1st reading on the _____ of _____, 2019 and a 2nd reading on the ____ of _____, 2019 by a vote of _____ in the affirmative, ___ in the negative with ____ abstentions.

_____

Keith D. Plerson
Mayor

ATTEST:

_____

Stacey A. Dodson Pfaltzgraff
City Clerk

COR/MTW/cor/mtw/MTW/mtw/C:\Users\mike.wiley\Desktop\mtw clean 1st Deed of Dedication.docx

EXHIBIT 'D'
EXHIBIT 'E'

Description of Property Previously Dedicated By Plat

And

To Be Deeded to the City of Ranson, West Virginia

Being a portion of the Land acquired by Fairfax Crossing Real Estate, LLC by deed dated March 12, 2018, more particularly described as follows:

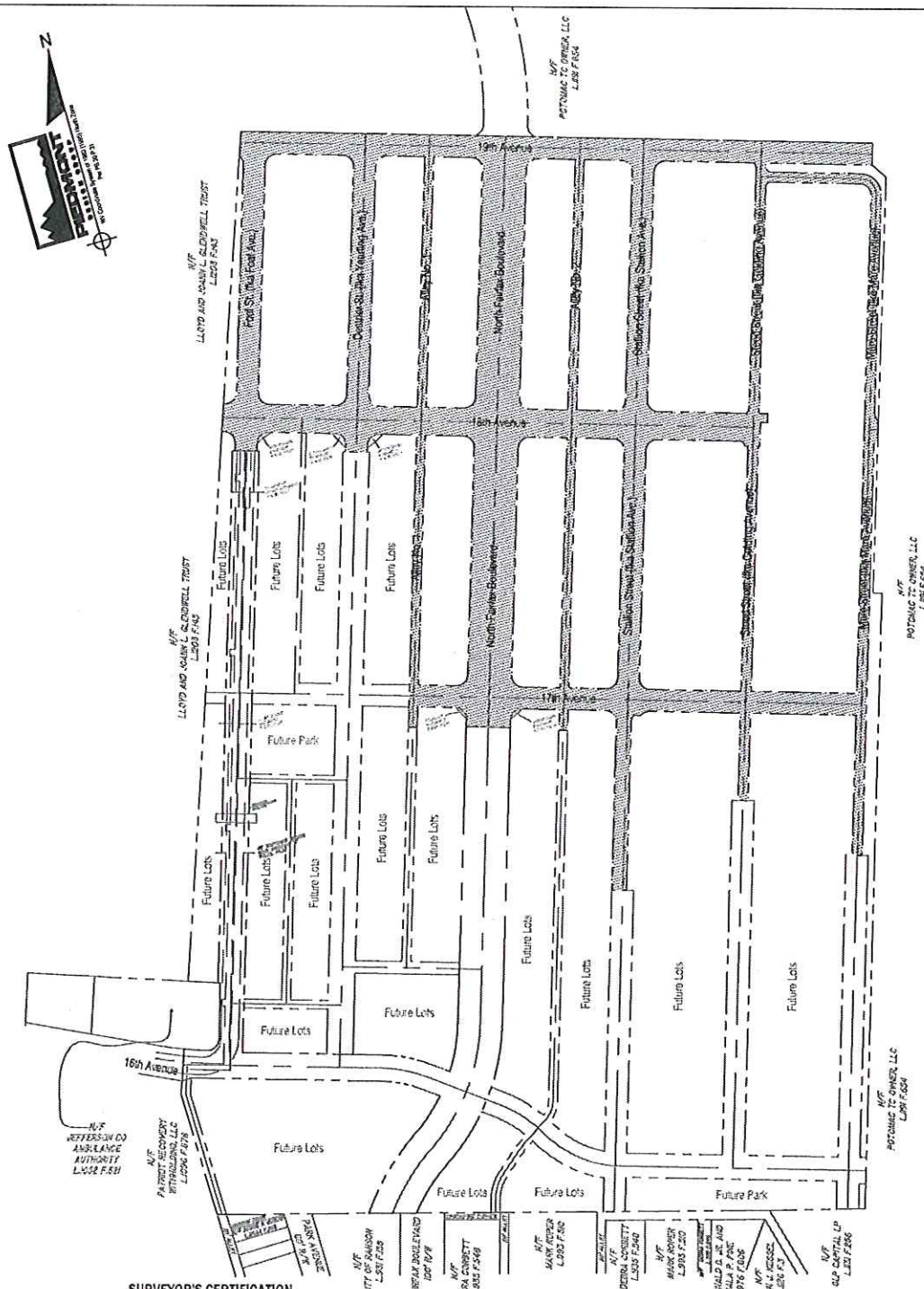
1. All that area depicted as "18TH AVENUE', 19TH AVENUE", "FOAL AVENUE", "DESTRIER STREET (formerly known as 'Yearling Avenue'), "NORTH FAIRFAX BOULEVARD" (formerly known as 'Fairfax Boulevard'), "STALLION STREET" (formerly known as 'Stallion Avenue'), "STEED STREET" (formerly known as 'Gelding Avenue'), and "MARE STREET" (formerly known as 'Mare Avenue') on a plat entitled *"Final Plat Showing REVISION OF Phase 1-Blocks A thru E Lakeland Place At Fairfax Crossing"* recorded among the Land Records of the Clerk of Jefferson County, West Virginia in Plat Book 23 at Page 58 and Plat Book 23, Transaction No. 2006024436, containing 8.3927 acres; and

2. All that area depicted as "NORTH FAIRFAX BOULEVARD", "ALLEY", "STALLION STREET", "STEED STREET", and "MARE STREET" on a plat entitled *"Final Plat Showing Phase II-A, Lots 128-222, and Lot A (Residue) Fairfax Crossing"* recorded among the Land Records of the Clerk of Jefferson County, West Virginia in Plat Book 24 at Page 10, Transaction No. 2007008908, containing 3.972 acres; and

3. All that area depicted as "STEED STREET", and "MARE STREET" on a plat entitled *"Final Plat Showing Lots 272-277, 286-297 & 345-352, and Lot A (Residue) Fairfax Crossing Phase III-A"* recorded among the Land Records of the Clerk of Jefferson County, West Virginia in Plat Book 25 at Page 76, Instrument No. 2011006721, containing 0.229 acres; and

4. All that area depicted as "ALLEY" on a plat entitled *"Final Plat Showing Lots 226-236 Lakeland Place at Fairfax Crossing Phase II-B"* recorded among the Land Records of the Clerk of Jefferson County, West Virginia in Plat Book 25 at Page 410, Instrument No. 2013018309, containing 0.383 acres.

The total area described herein contains 12.977 acres of land.



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF THAT THE EXHIBIT SHOWN HEREON IS CORRECT AND IS BASED ON AN ACTUAL FIELD SURVEY CONDUCTED BY THIS FIRM IN JULY 2018 AND ON PLATS OF RECORD RECORDED IN THE LAND RECORDS OF THE CLERK OF THE COURT OF JEFFERSON COUNTY WEST VIRGINIA IN PLAT BOOK/PAGE 22/1A-H, 22/57A-K, 23/58A-K, 24/10A-E, 25/276A-B, 25/353A-C, 25/410A-B, AND 25/25.

12/01/20
DATE

MICHAEL T WILEY PE, PS
WV PROF SURVEYOR #1044, EXP. 06/30/21
FOR PIEDMONT DESIGN GROUP, LLC
WV COA #20-5804, EXP. 12/31/21

MICHAEL T. WILEY LICENSED No. 1044 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR

PUBLIC RIGHT-OF-WAY AREAS PREVIOUSLY DEDICATED TO THE CITY OF RANSON BY RECORDED PLATS

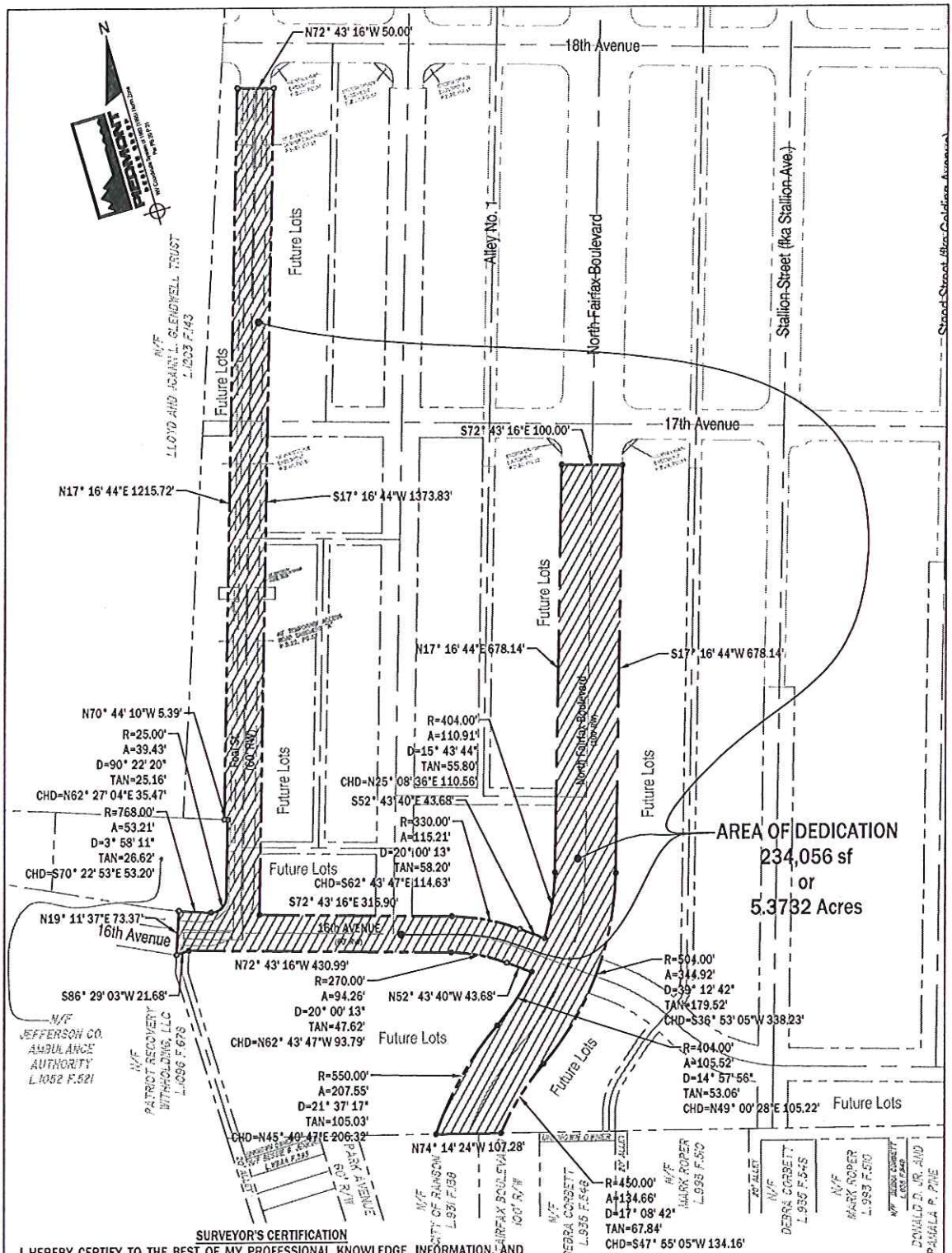
PIEDMONT
DESIGN GROUP
5283 Corporate Drive Suite 300
Frederick, MD 21703
301-695-6614

PLANS AND DETAILS ARE EXCLUSIVE PROPERTY OF PIEDMONT DESIGN GROUP, LLC, UNAUTHORIZED USE OF THESE PLANS IS STRICTLY PROHIBITED. © COPYRIGHT 2019

Plotted: Dec 01, 2020 at 6:01pm
C:\Users\Mike.Wiley\Desktop\PROJECTS\FAIRFAX CROSSING\Ffx Blvd Agreement\ROAD DEDICATION EXHIBITS V2.0.dwg

EXHIBIT 'D'

GRAPHICAL REPRESENTATION OF EXISTING PLATTED AND DEDICATED PUBLIC RIGHT-OF-WAY AREAS TO BE DEEDED TO THE CITY OF RANSON, WV
1"=300'
AUGUST 2019
REVISED DECEMBER 2020



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF THAT THE EXHIBIT SHOWN HEREON IS CORRECT AND IS BASED ON AN ACTUAL FIELD SURVEY CONDUCTED BY THIS FIRM IN JULY 2018 AND ON PLATS OF RECORD RECORDED IN THE LAND RECORDS OF THE CLERK OF THE COURT OF JEFFERSON COUNTY WEST VIRGINIA IN PLAT BOOK/PAGE 22/1A-H, 22/57A-K, 23/58A-K, 24/10A-E, 25/276A-B, 25/353A-C, 25/410A-B, AND 25/25.

PUBLIC RIGHT-OF-WAY AREA TO BE DEEDED AND DEDICATED TO THE CITY OF RANSON

MICHAEL T WILEY PE, PS
WV PROF SURVEYOR #1044, EXP. 06/30/21
FOR PIEDMONT DESIGN GROUP, LLC
WV COA #20-5804, EXP. 12/31/21

12/01/20
DATE

MICHAEL T. WILEY LICENSED No. 1044 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR

EXHIBIT 'E'

GRAPHICAL REPRESENTATION OF PUBLIC RIGHT-OF-WAY AREA TO BE DEDICATED AND DEEDED TO THE CITY OF RANSON
1"=200'
AUGUST 2019
REVISED DECEMBER 2020

PIEDMONT DESIGN GROUP
5283 Corporate Drive Suite 300
Frederick, MD 21703
301-695-6614

PLANS AND DETAILS ARE EXCLUSIVE PROPERTY OF PIEDMONT DESIGN GROUP, LLC, UNAUTHORIZED USE OF THESE PLANS IS STRICTLY PROHIBITED. © COPYRIGHT 2019

Plotted: Dec 01, 2020 at 6:03pm
C:\Users\Mike.Wiley\Desktop\PROJECTS\FAIRFAX CROSSING\Ffx Blvd Agreement\ROAD DEDICATION EXHIBITS V2.0.dwg

CITY OF RANSON
312 SOUTH MILDRED STREET
RANSON WV 25438

EXHIBIT 'F'

RESOLUTION #: PC-19-03

A RESOLUTION OF THE CITY OF RANSON PLANNING COMMISION DECLARING THE APPLICATION OF THE LAND DEVELOPMENT PLAN AND PLAT FOR LAKELAND PLACE COMPLETE AND APPROVING THE SAME. (DISTRICT 8, TAX MAP 8, PARCEL 1 AND 2, CONSISTING OF 120 ACRES) PURSUANT TO W. VA. CODE § 8A-5-8

WHEREAS, Fairfax Crossing LLC. has submitted a Land Development Plan and Plat application pursuant to Chapter 19A and W. Va. Code § 8A-5-6;

WHEREAS, W. Va. Code 8A-5-8(C) states, "[a]t a meeting where the application is determined to be complete, the planning commission must set a date, time and place for a public hearing a meeting to follow the public hearing to vote on the application. The public hearing must be held within forty-five days, and the planning commission must notify the applicant of the public hearing and meeting in writing unless notice is waived in writing by the applicant. The planning commission must publish a public notice of the public hearing and meeting in a local newspaper of general circulation in the area at least twenty-one days prior to the public hearing; and

WHEREAS, W. Va. Code § 8A-5-8(d) states, "[a]t a meeting at the conclusion of the public hearing or a meeting held within fourteen days after the public hearing, the planning commission shall vote to approve, deny or hold the application;" and

WHEREAS, the Planning Commission deems the application complete and set a public hearing for July 15, 2019, at 7:00 p.m.; said hearing being notice as a Class I Legal Advertisement in the Spirit of Jefferson pursuant to W. Va. Code §8A-5-8(c);

WHEREAS, the Planning Commission, after properly holding a public hearing, voted to approve the Land Development Plan and Plat.

NOW, THEREFORE, BE IT RESOLVED:

1. The Ranson Planning Commission hereby declares the Land Development Plan and Plat complete.
2. The Ranson Planning Commission hereby the approves Lakeland Place Land Development Plan and Plat application, a true copy attached to this Resolution.
3. The Planning Commission shall affix its seal on the Land Development Plan and Plat pursuant to W. Va. Code § 8A-5-8(g) and have the same recorded in the land records of Jefferson County pursuant to W. Va. Code § 8A-5-9.
4. A copy of this Resolution shall be forwarded to the City Clerk.

Jefferson County
Jacqueline C Shadle, Clerk
Instrument 201900016337
12/17/2019 @ 03:06:17 PM
RESOLUTION
Book 1234 @ Page 33
Pages Recorded 16
Recording Cost $ 23.00

PC Resolution #19-03

Adopted this 15th day of July 2019.

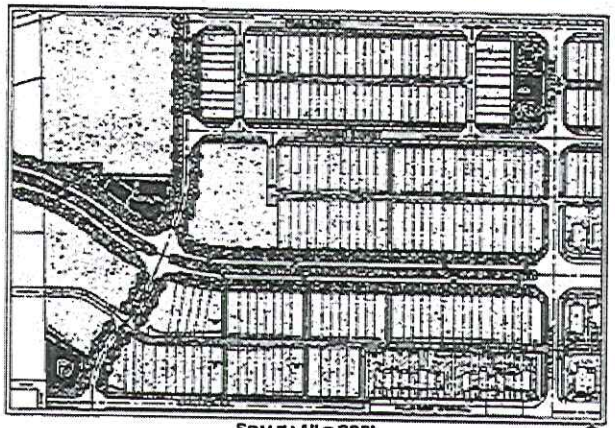
By: Anthony E. Grant
Planning Commission President

ATTEST:

Dale Bak
Planning Commission Member

AFFIX CITY SEAL





SCALE: 1" = 200'

LAKELAND PLACE

AT FAIRFAX CROSSING

CITY OF RANSON

JEFFERSON COUNTY, WEST VIRGINIA

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

ORIGINAL APPLICATION BY PLACEMAKERS APPROVED: MARCH 16, 2012 "REVISED"

REVISED BY PIEDMONT DESIGN GROUP, LLC APRIL 1, 2019 & JULY 26, 2019 *

REVISION APPROVED: JULY 15, 2019

* ADDRESSED STAFF COMMENTS: OCTOBER 23, 2019

PLACE MAKERS

PIEDMONT DESIGN GROUP

REVISION APPLICATION PREPARATION
Piedmont Design Group, LLC
5233 Corporate Drive, Suite 300
Frederick, MD 21703
(301) 695-6614

PROJECT DESCRIPTION :
Lakeland Place at Fairfax Crossing is a mixed-use neighborhood with a residential feel. This is a development project with multiple phases consisting of single-family homes, townhouses, and multi-family homes, with access from Fairfax Boulevard , north and south, along with potential future access from 16th Avenue. The development consists of T-3, T-4, and T-5 transects per SmartCode sections under Chapter 19 of the City Code. Infrastructure for the project has been partially completed and portions have been or will be dedicated to the City.

PLAN PURPOSE :
This plan revision addresses minor changes to the previously approved LDP&P (03.16.12, prepared by Placemakers) for the site area known as Lakeland Place (a.k.a.Fairfax Crossing) that exists within the "Area of Revision" as shown on these plans. Property to the west on the north side of Pool St. is known as Lloyds Landing. No revisions to any previously approved items are proposed for this area with this plan. Existing development to the north, is also unchanged.

This revision proposes to complete the existing blocks, extend existing roadways or thoroughfares, and make minor re-alignments to 16th Avenue and connecting roads for the existing 41.80 acre subject tract. New plans and construction for a new turnaround on Fairfax Blvd., just to the south of the site, necessitates changes to the layout as a result. Civic Spaces / Park Areas are also being relocated to fit with the new street alignments and future lot locations, as well as satisfy code requirements and neighborhood needs. The "Area of Revision" reflects current updated boundary survey information.

(Previous approvals | Resolution No. 13-08 # 200402252594 @ DB127 P382
Original application area approved: Resolution No. 12-12 #200402252705 @ DB127 P265)

OWNERS
Fairfax Crossing Real Estate, LLC
117 W. Patrick Street, #200
Frederick, MD 21701
(301) 694-8444

Glendwell & Joann L. Lloyd Trust
133 Heath Court
Charlestown, WV 25414
(704) 725-9151

ORIGINAL APPLICATION PREPARATION
Placemakers, LLC
5136 Seville Ave, NW
Albuquerque, NM 87120

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Stormwater and LIDSites 12
Assemblies 13
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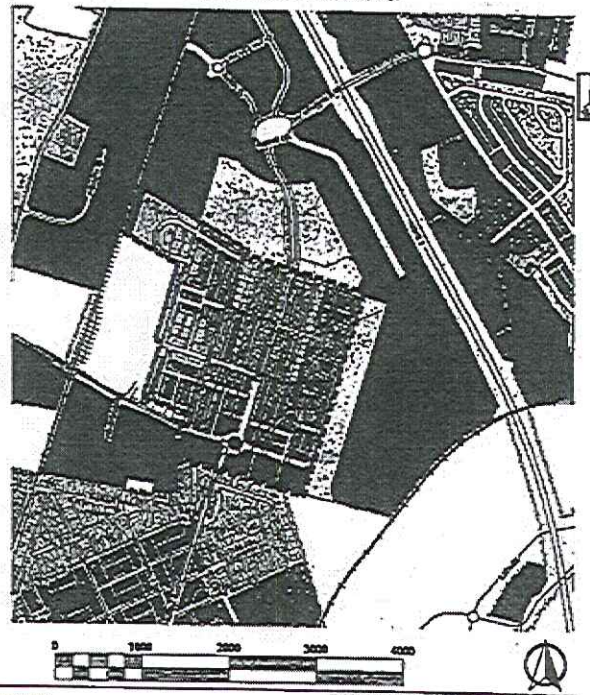
Area of Revision

LDPP Limits

ZONING LEGEND

- RR - Rural Reserve
- R-8 - R-6 Residential
- HC - Highway Commercial
- I - Industrial
- T1 - Natural
- T3 - Sub-Urban
- T4 - General Neighborhood
- T4O - General Neighborhood Open
- T5L - Town Center Limited
- T5 - Town Center
- SD - Special District
- CS - Civic Space
- MUX - Mixed Use - Retired

EXISTING ZONING



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

GENERAL INFORMATION
Existing Zoning
Scale : 1" = 1,000'

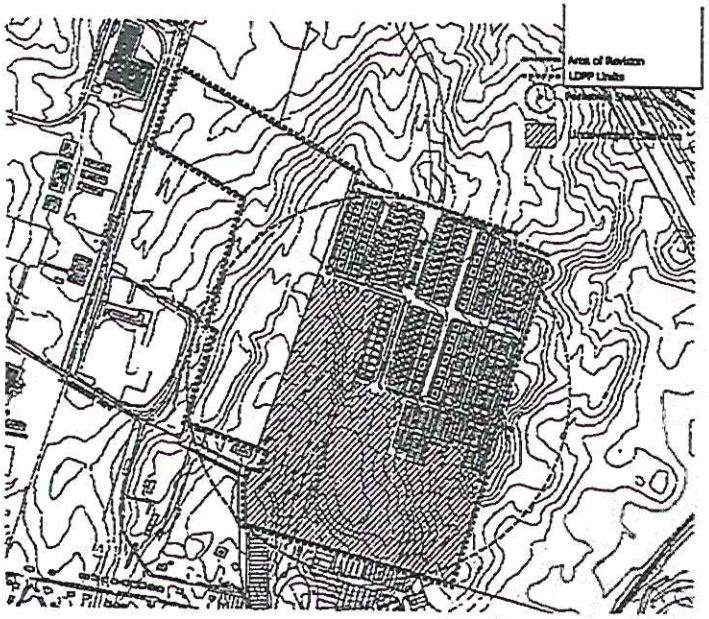
Plotted: Oct 11, 2013 at 1:24pm
C:\Revit Files\Revit Projects\Lakeland_LDP&P_Rev Central\LDP&P_2.rvt



LOCATION MAP SCALE: 1" = 2,000'

Existing Neighborhood Pattern:

The houses that are being built in Lakeland Place today provide an "accessible" type of housing for the residents of Ranson. Townhouses and small-lot single-family homes are being built and sold in this new community between the established neighborhoods in town and the new shopping center on Highway 11. A greater range of housing intensities and types, stacked flats and large-lots, are introduced to the plan, TS and TJ, in order to encourage continued building of the neighborhood as the market continues to fluctuate. In addition, civic spaces are introduced to provide public amenities to both new and existing residents living in walking distance.

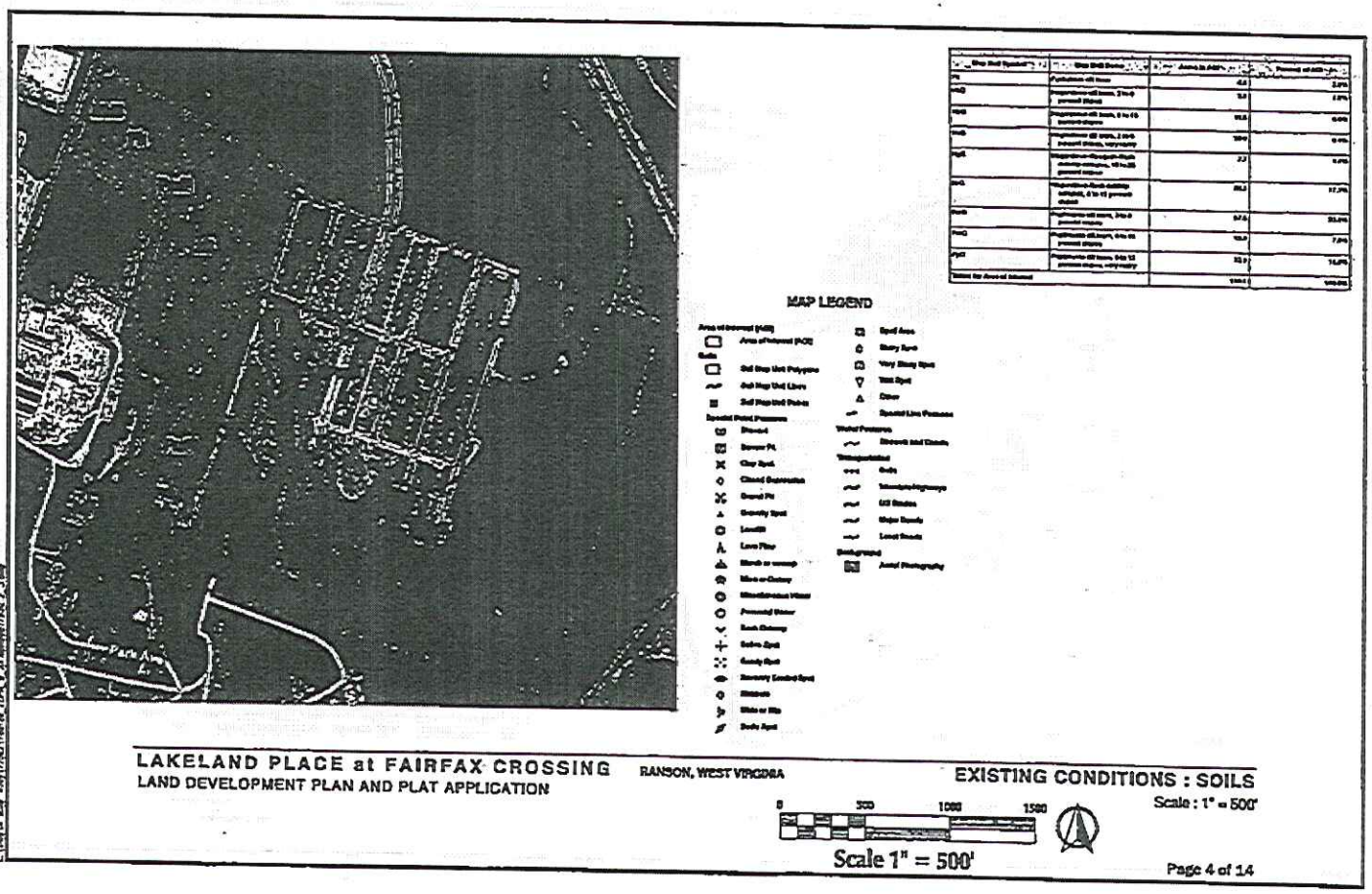


LAKELAND PLACE at FAIRFAX CROSSING RANSON, WEST VIRGINIA

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

EXISTING CONDITIONS : TOPOGRAPHY

Scale : As Shown


MAP LEGEND
LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION
RANSON, WEST VIRGINIA
EXISTING CONDITIONS : SOILS
Scale : 1" = 500'
0
500
1000
1500
Scale 1" = 500'
Page 4 of 14

3.3 Community Unit Types

3.3.2 Village (VIL)

a. A Village (VIL) Community Type shall be permitted within the G-3 Intended Growth Sector, and the G-4 Infill Growth Sector.

Property in G-3 Intended Growth Sector

b. A VIL within the G-2 Controlled Growth Sector and the G-3 Intended Growth Sector shall be structured by one short, standard or linear pedestrian shed and shall be no fewer than 40 acres and no more than 200 acres, as allocated on Table 2. See Article 4 for infill VIL acreage requirements in the G-4 Infill Growth Sector (covers subject property).

Property in the G-4 Redevelopment / Infill Growth Sector

c. G-4 Redevelopment / Infill Growth and the G-3 Intended Growth Sector encompass the areas of the City that are priority expansion are of the 2012 City of Ranson Comprehensive Plan and encourages compact walkable development patterns.

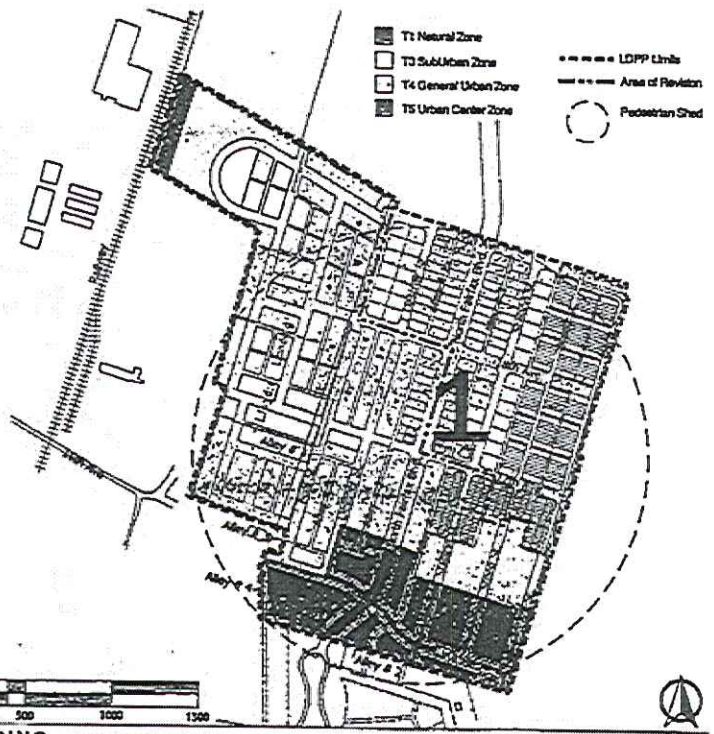
Community 3 - Village (Mod): 88.22 acres

d. Larger sites shall be designed and developed as multiple communities, each subject to the individual Transect District requirements for its type as allocated on Table 3. The simultaneous planning of adjacent parcels is encouraged.



SECTOR PLAN

- G2 - Controlled Growth
- G3 - Intended Growth
- G4 - Redevelopment / Infill Growth Sector
- S3 - Industrial
- S2 - Suburban Commercial Sector
- City Limits


T1 Natural Zone
T3 SubUrban Zone
T4 General Urban Zone
T5 Urban Center Zone
LDPP Limits
Area of Revision
Pedestrian Shed
Main St
Main St
Main St

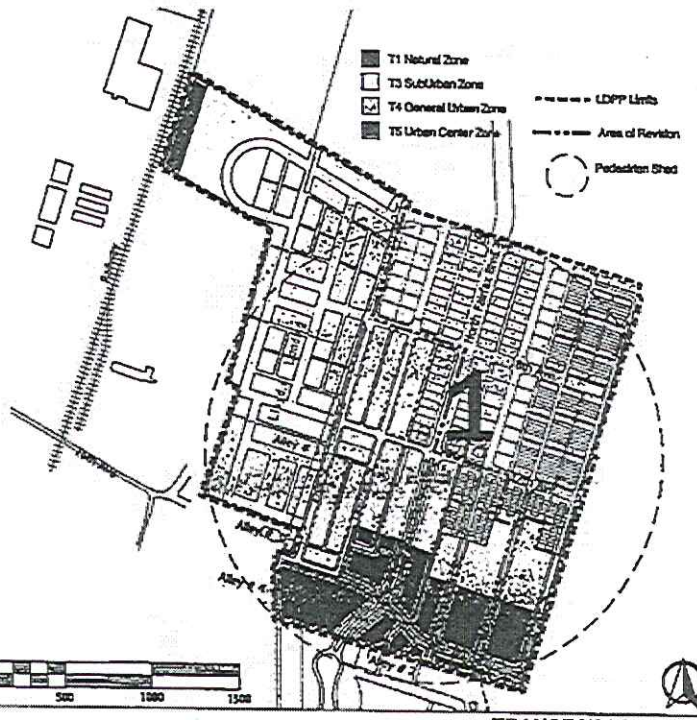
3.4 Transect Districts

3.4.1 Transect District subdistricts shall be assigned and mapped on each new community regulating plan accord-ing to the percentages allocated on Table 3. The property boundary and adjusted pedestrian shed have been revised to reflect the current bounary surveys.

Table 3 Compliance:

COMMUNITY 1: VILLAGE – MEDIUM INTENSITY

T ZONES			
	Acreage	Percentage	
[illegible]	1.36	1.60%	N/A
T3	17.94	21.00%	30% Max.
[illegible]	49.33	57.22%	30-60%
[illegible]	17.57	20.38%	5-10%
Net Site Area	86.22	100.00	



LAKELAND PLACE RAMSON, WEST VIRGINIA

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

TRANSECT DISTRICTS

Scale 1" = 500'

3.5 Thoroughfares and Block Standards

3.5.1 The thoroughfare network shall be structured to define blocks with the following maximum block face lengths and block perimeters:

a.	T3	2640 ft perimeter
b.	T4	2400 ft perimeter
c.	T5	2000 ft. perimeter

3.5.2 Block faces exceeding 500 feet shall be subdivided with a pedestrian passage that is a minimum of 8 ft. in width.

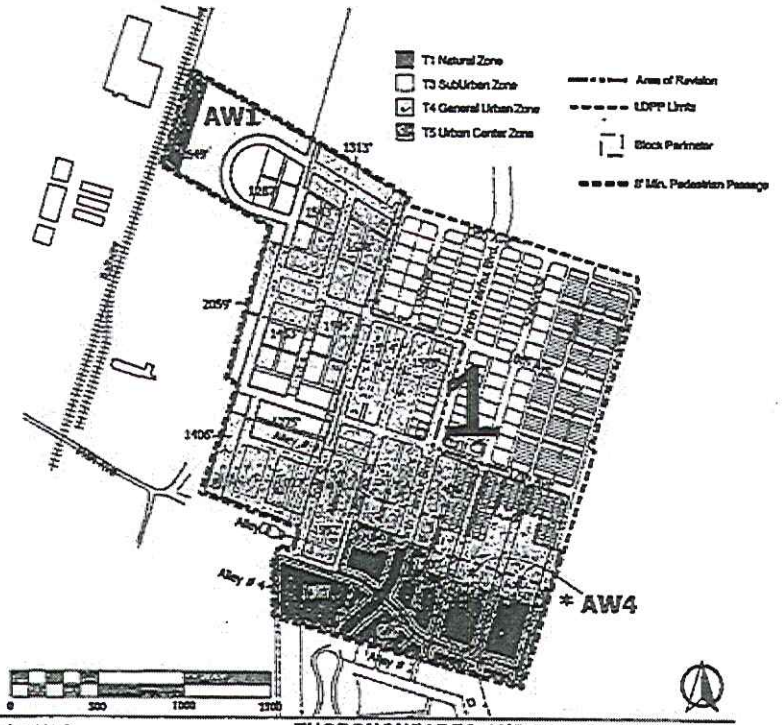
3.5.4 Blocks adjacent to undeveloped land, areas unsuitable for development, or pre-existing incomplete blocks may be exempt from block face length and block perimeter requirements by administrative waiver.

- Administrative Waiver #1 per 3.5.3 for edge condition with existing railway.
(Approved and recorded @ PC-17-06, #201700006761, B-1186 @ P-822)
- Administrative Waiver #4 per 3.5.4 for block face length to be adjusted up to 10% and completion of existing blocks. This request is consistent with the comprehensive plan and the intent of Chapter 19A Smart Code New Community. The proposed block structure is consistent with the current existing development and urban form on the blocks to the north. The request is for less than the 10% allowable and does not negatively impact the community's connectivity. Accommodation has been made for pedestrian passages through these blocks to increase walkability. Justification : 1) Staff request to relocate 16th Ave.; 2) Relocation of turnaround and 16th. Ave. lengthens adjacent blocks due to physical necessity; 3) Re-align 16th. Ave. trajectory to avoid impact to offsite SWM facility (See page 12); 4) Block face perimeter length adjustment = 2.0% < 10.0% maximum allowable; 5) Benefit of better spacing for pedestrian passages; 6) Consistent with all other code requirements.

3.5.5,6 Rear access for all lots within T4 & T5 shall be provided by a rear lane or rear alley.

3.5.7 Blocks with more than one Transect District designation shall use the highest designation to determine the block face length, block perimeter, and rear alley or rear lane requirements.

The T4 and T5 lots on Stallion, Steed and Mare Streets in this application between 17th and 16th Avenues are extensions of existing land development patterns that existed prior to the adoption of the Smart Code. The lots on these streets may deviate from the following requirements : - Private Frontage Types; - Parking Location Standards; - Principle Building front setbacks, up to 20%.



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION
RANSON, WEST VIRGINIA

THOROUGHFARES AND BLOCK STRUCTURE
Scale 1" = 500'

3.6 Lot Structure

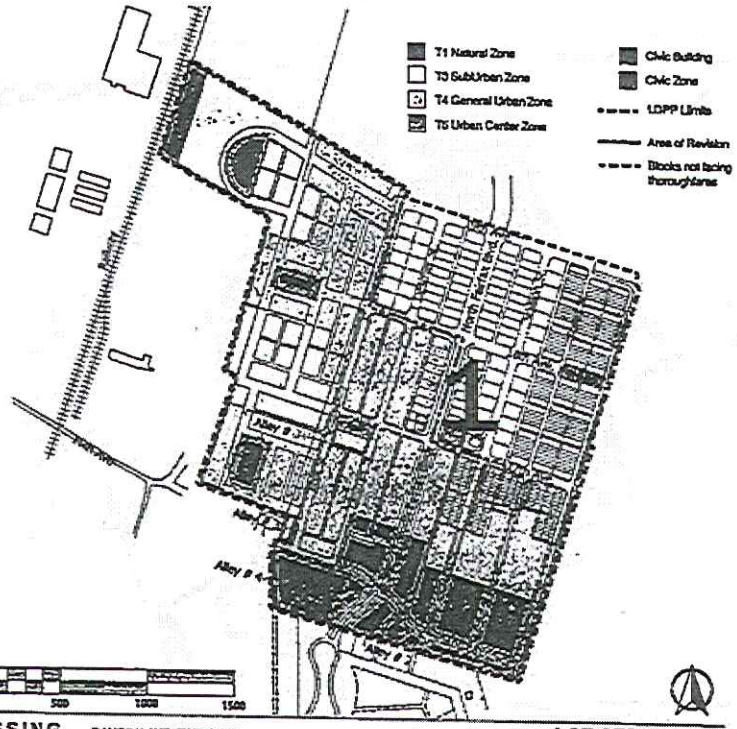
3.6.1 Within each Transect District, lots shall be platted to have the following minimum and maximum lot widths, measured at the frontage line:

a. T3 50 ft. min. - 150 ft. max.
b. T4 20 ft. min. - 96 ft. max.
c. T5 20 ft. min. - 150 ft. max.

3.6.2 Each lot shall have a primary frontage abutting a vehicular thoroughfare, except that 20% of the lots by number within the SC-NC District may have their primary frontage along a publicly accessible passage, or sidewalk. Rear alleys and rear lanes do not count as thoroughfares. If a lot fronts an alley or lane, such as a mews unit, it counts toward the 20% maximum.

3.6.3 Lots may have multiple frontages as illustrated on Table 17. One frontage line is designated the principal frontage line and all remaining frontage lines are designated as secondary.

LOTS NOT FACING THOROUGHFARE		
Area (Ac.)	Area of Lots not facing Thoroughfare (Ac.)	Percentage
86.22	4.2	4.87%



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION
RANSON, WEST VIRGINIA

LOT STRUCTURE
Scale 1" = 500'

3.7 Thoroughfare Network Standards

3.7.1 Community plans must map a thoroughfare network plan including the following:

a. The major thoroughfare network.

b. Modifications to existing thoroughfares, if any.

3.7.2 The thoroughfare network plan must map thoroughfares and intersections according to Section 3.5.1.

a. Thoroughfare assemblies must be included for each mapped thoroughfare in accordance with Article 7.

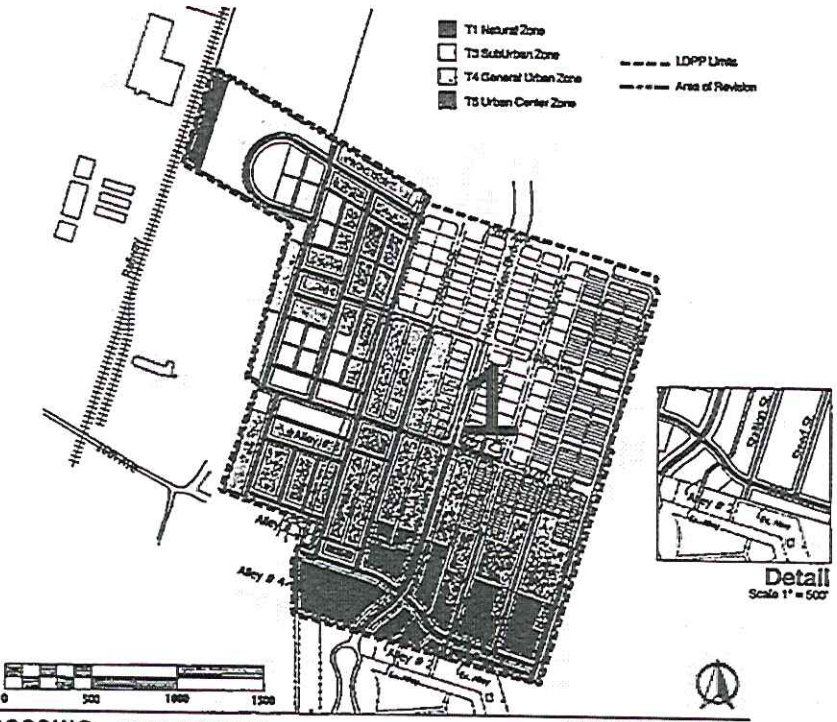
b. All thoroughfares must connect to other thoroughfares, forming a network.

c. New thoroughfares must connect wherever possible to thoroughfares outside of the community unit.

d. The thoroughfares must be configured as a network, creating blocks sized according to Section 3.5.1.

e. The thoroughfares may deviate from the network outside of the pedestrian shed, to accommodate natural conditions, and to intersect major thoroughfares.

#	Key	Thoroughfare	Approved T-zones	R.O.W.
1		AV-100-38	T3, T4	100'
2		ST-60-36	T3, T4	60'
3		ST-54-32	T3, T4	54'
4		DR-50-28	T4, T5	38'
5		ST-50-20	T4, T5	50'
6		RA-24-24	T3, T4	24'
7		RL-20-20	T3, T4, T5	20'
8		RL-20-18	T3, T4, T5	20'



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

THOROUGHFARES
Scale 1" = 500'

3.8 Civic Standards

3.8.1 Civic Space (CS) Specific to T3 - T5 Districts

a. Each pedestrian shed shall assign 5 - 20% of its urbanized area to civic space

Village 1:

Total Civic Space	7.15 Ac.
Urbanized acres	86.22 Ac.
Urbanized area % Civic	8.3%

b. Civic spaces shall be designed as described and distributed throughout Transect District as permitted in Table 31.

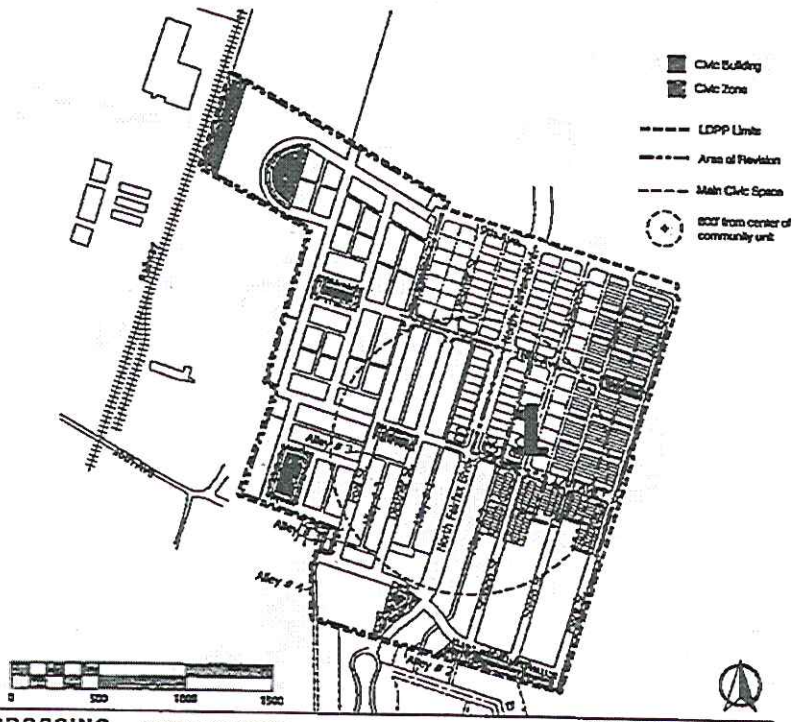
d. Each pedestrian shed shall contain at least one main civic space. The main civic space shall be within 800 feet of the geographic center of each pedestrian shed, unless topographic conditions, pre-existing thoroughfare alignments or other circumstances prevent such location. A main civic space shall conform to one of the types specified in Table 31.b, Table 31.c, or Table 31.d.

f. Each civic space of type Table 31.c or Table 31.d shall have a minimum of 50% of its perimeter enforcing a Thoroughfare.

3.8.2 Civic Buildings (CB) Specific to T2D - T5 Districts

a. The owner shall covenant to construct a meeting hall or a third place in proximity to the main civic space of each pedestrian shed. Its corresponding public frontage shall be equipped with a shelter and bench for a transit stop, if on an existing or planned transit route.

b. Civic building sites shall not occupy more than 20% of the area of each pedestrian shed.



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

CIVIC STANDARDS
Scale 1" = 500'

3.8 Civic Standards

a. Playgrounds shall be located so that every residential lot is within 1,000 feet of an entry to a playground, as measured along sidewalks that do not cross major thorough-fares. A playground shall conform to Table 31.e.

Each civic space of type Table 31.c or Table 31.d shall have a minimum of 50% of its perimeter fronting a Thoroughfare.

Village 1:

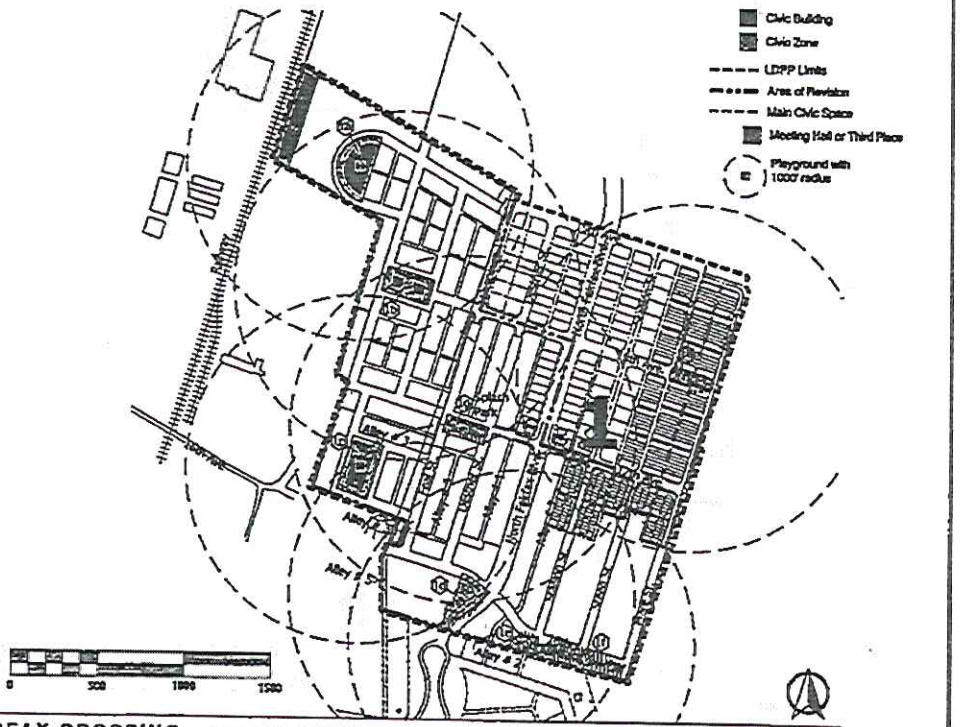
CS	Permitted Area	Area (ac)	Perimeter	Type	Permitted T-zone	T-zone
1a	.5-8	1.45	NA	Green	T3-T4	T3
1b	.25-.5	0.93	100%	Square	T3-T5	T4
1c	.25-.5	1.38	100%	Square	T3-T5	T4
1d	.5-8	0.87	50%	Green	T3-T5	T5
1e	.25-.5	0.32	NA	Remote	T3-T5	T3
1f	.5-8	1.17	50%	Green	T3-T5	T3
1g	.25-.5	0.80	100%	Remote	T3-T5	T4
1h	.25-.5	0.38	100%	Remote	T3-T5	T3
T3 - Acts		7.08	8.20% Of Project Area			Max 20 AC

3.8.2 Civic Buildings (CB) Specific to T2D - T5 Districts

a. The owner shall covenant to construct a meeting hall or a third place in proximity to the main civic space of each pedestrian shed.

b. Civic building sites shall not occupy more than 20% of the area of each pedestrian shed.

c. As part of this proposal, the following amenities are proposed to be located within park 1-c, (between Foot and Dexter Sts., facing 17th. Ave.) to provide a third place : 1) A splash pad; 2) A tot lot play structure; 3) benches for seating.



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

CIVIC STANDARDS
Scale 1" = 500'

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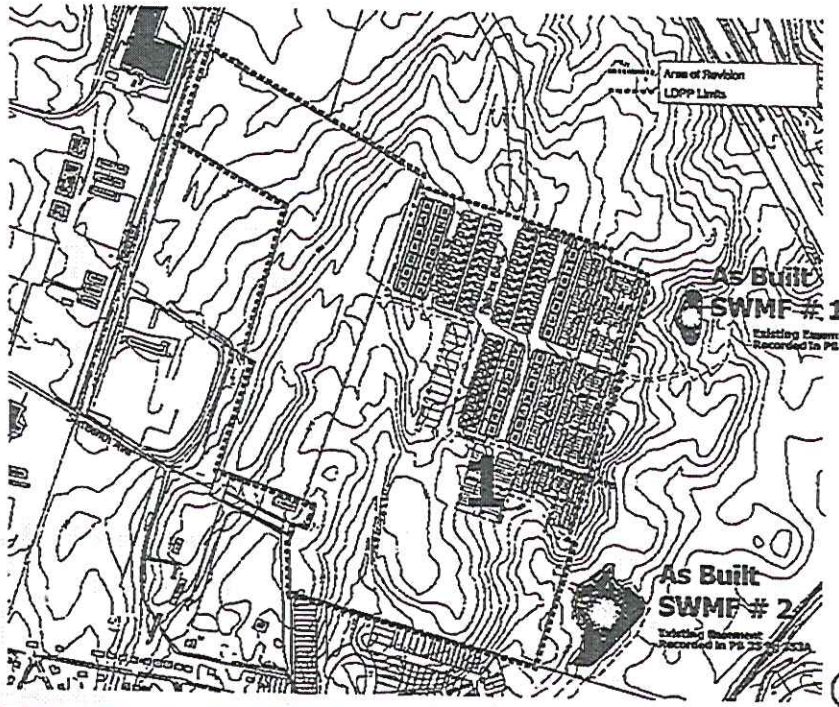
STORMWATER

Two stormwater ponds exist, and currently serve the site along with a portion of the surrounding offsite area. They are located to the east and are entitled. Total impervious cover for the completion of the neighborhood is expected to be less than 70%.

UTILITIES

Water and sewer shall be provided by connections to the adjacent systems of the Charles Town Utility Board for sewer collection and treatment, and Jefferson Utilities for water supply distribution systems.





LAKELAND PLACE at FAIRFAX CROSSING RANSON, WEST VIRGINIA
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

STORMWATER AND UTILITIES
Scale 1" = 500'

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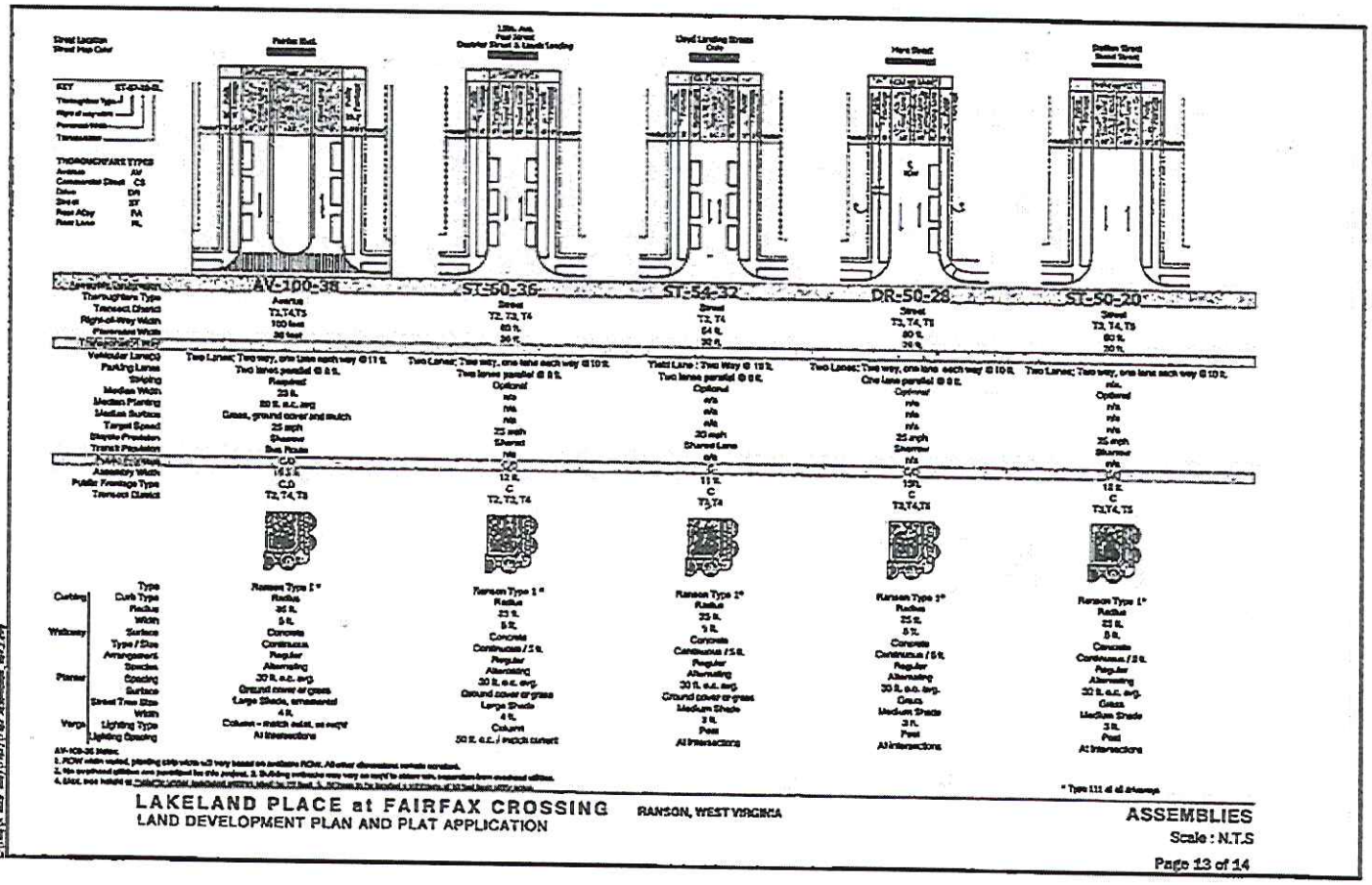
AV-100-38
ST-50-36
ST-54-32
DR-50-28
ST-50-20
LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION
RANSON, WEST VIRGINIA
ASSEMBLIES
Scale : N.T.S
Page 13 of 14

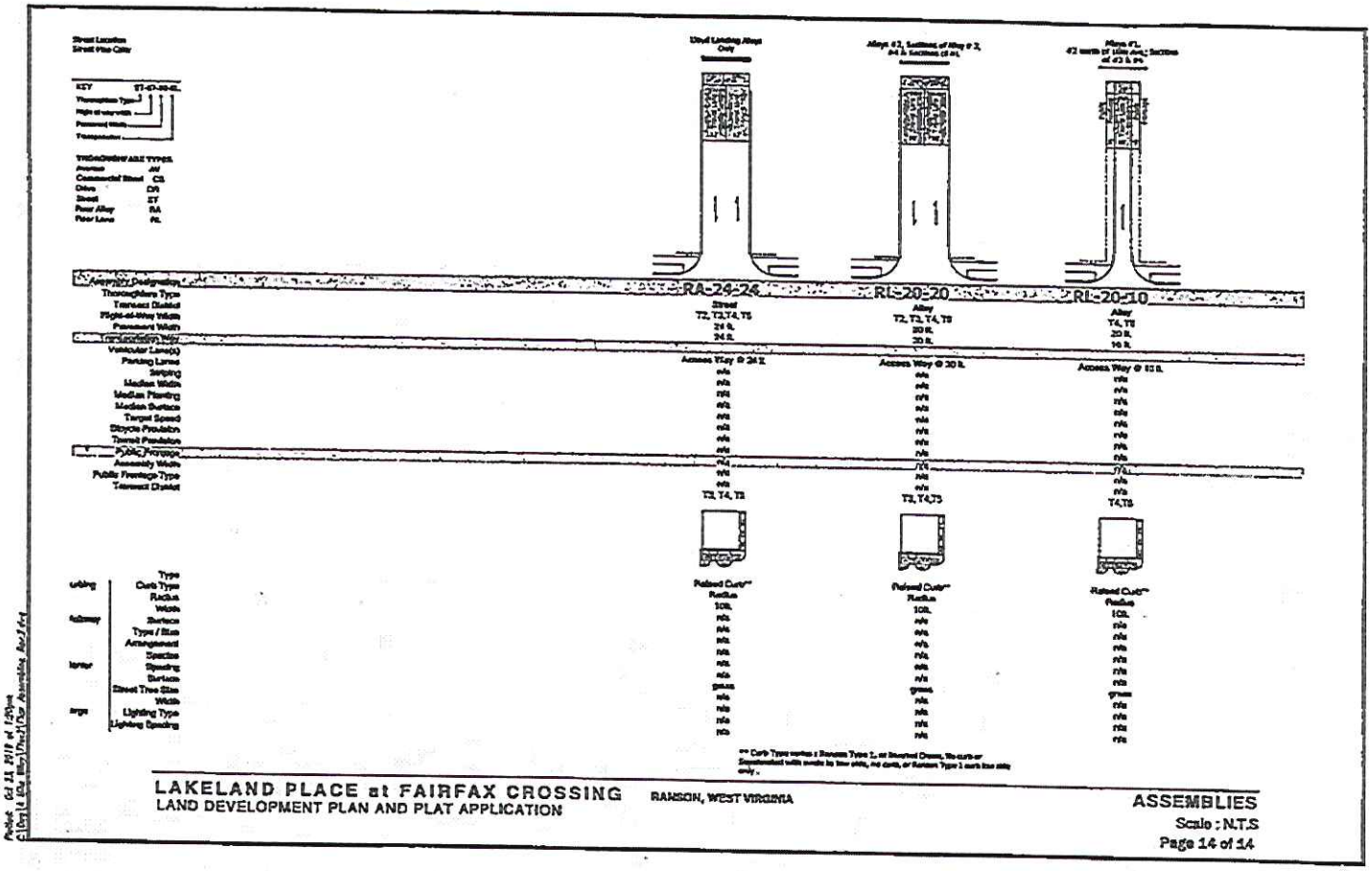
RA-24-24
RL-20-20
RL-20-10
LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION
RANSON, WEST VIRGINIA
ASSEMBLIES
Scale : N.T.S
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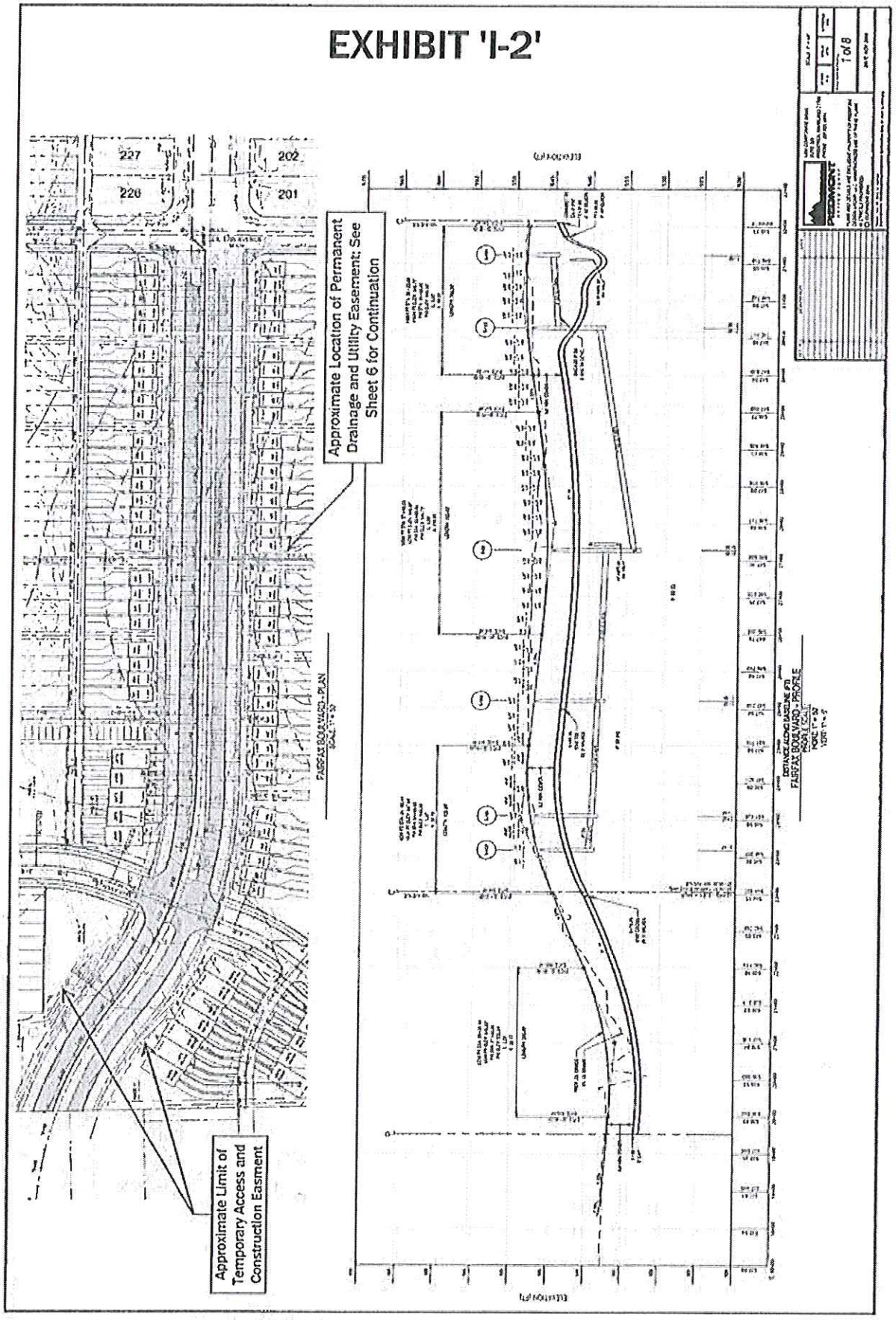
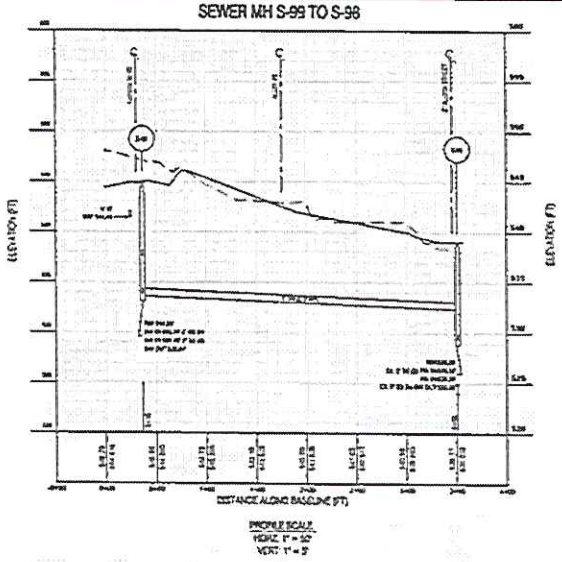
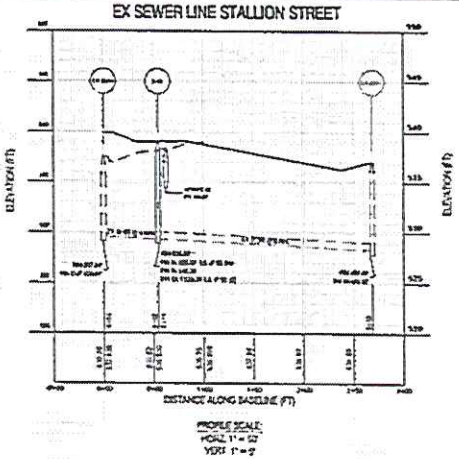
EXHIBIT 'I-2'


227
226
202
201
Approximate Location of Permanent Drainage and Utility Easement; See Sheet 6 for Continuation
Approximate Limit of Temporary Access and Construction Easement
FAIRFAX BOULEVARD - PLAN
SCALE: 1" = 50'
DISTANCE ALONG BASELINE (FT)
FAIRFAX BOULEVARD - PROFILE
HORIZ SCALE: 1" = 50'
VERT SCALE: 1" = 5'
ELEVATION (FT)
PIEDMONT
1 of 8

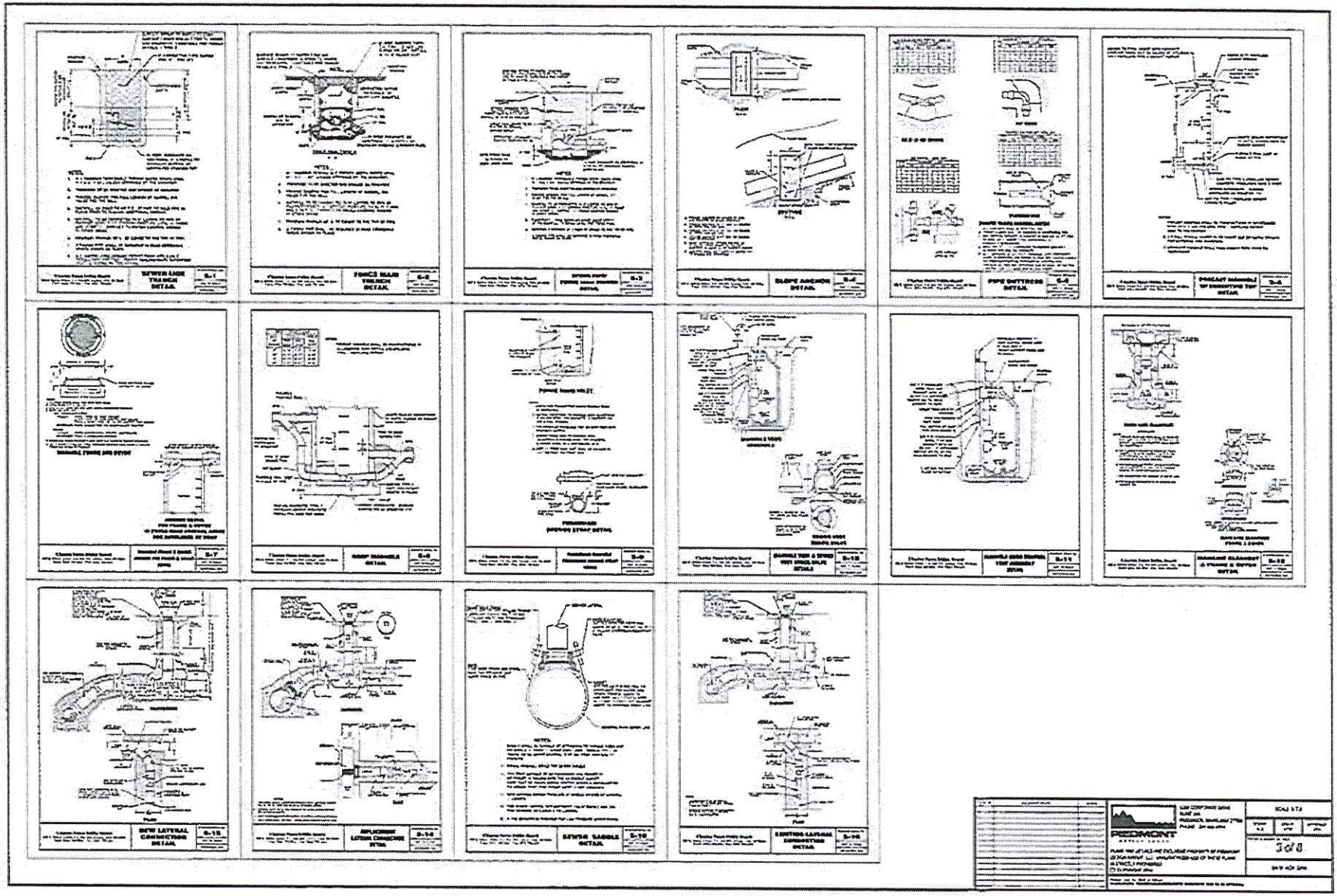
SEWER MH S-99 TO S-98

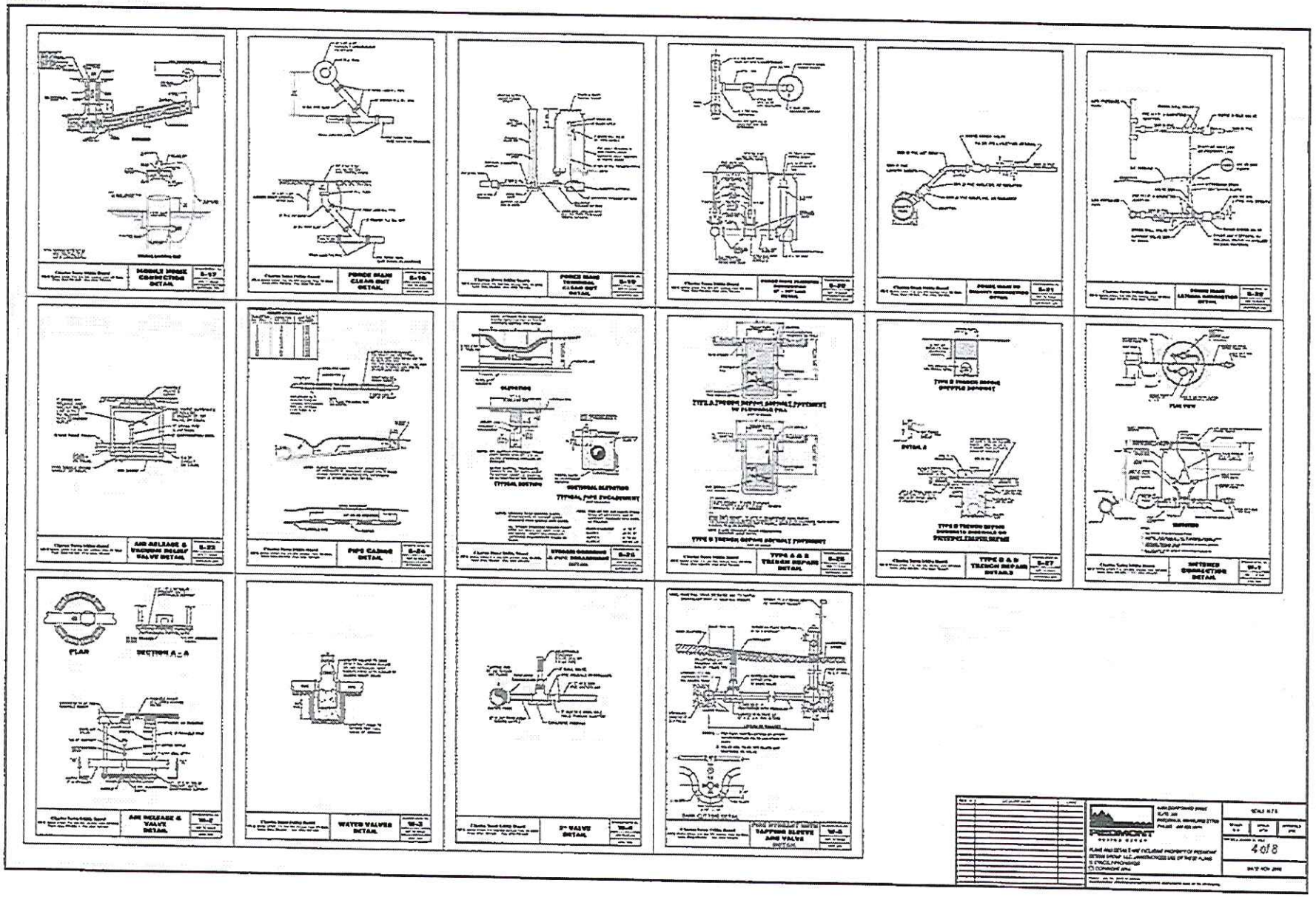


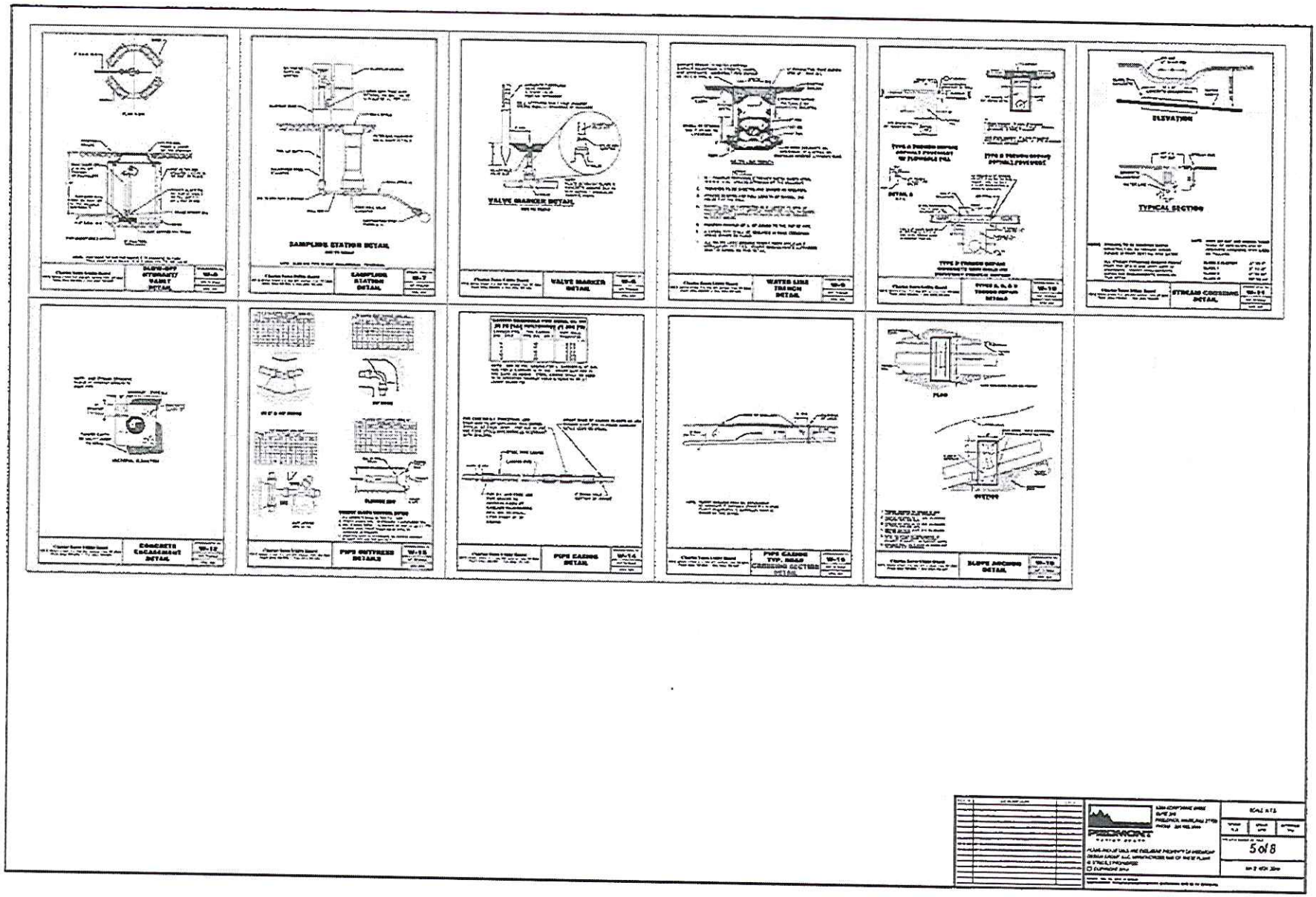
EX SEWER LINE STALLION STREET

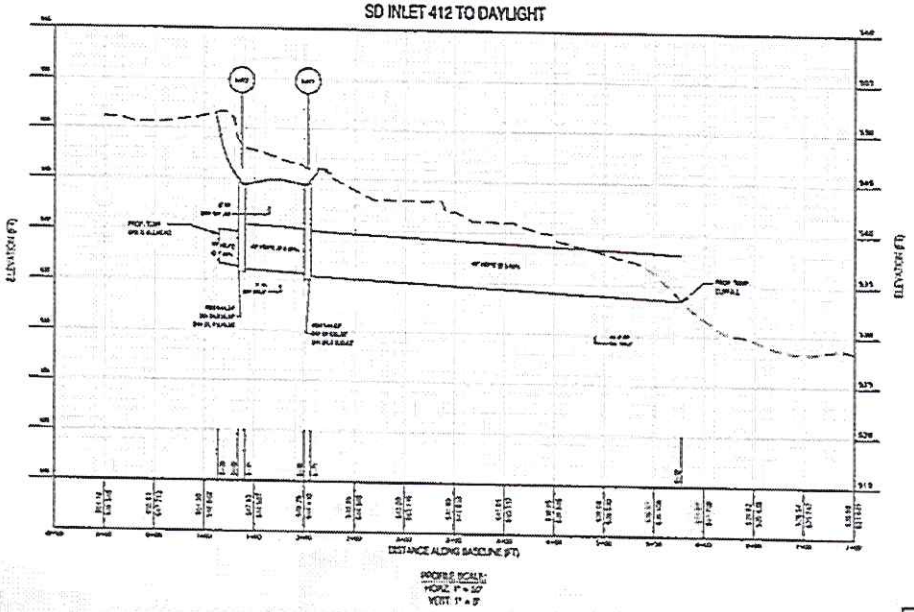


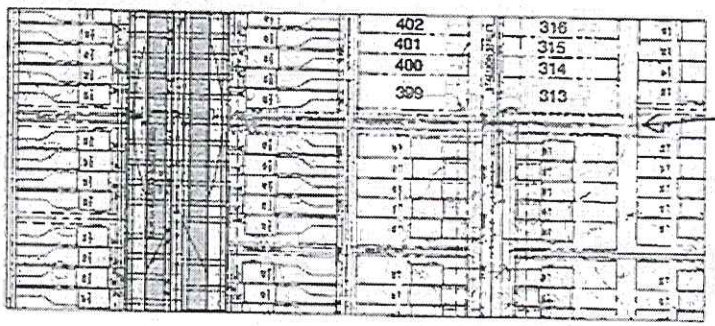




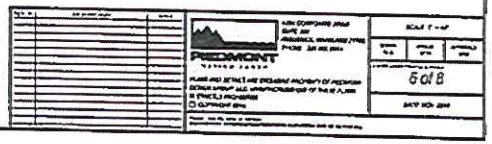


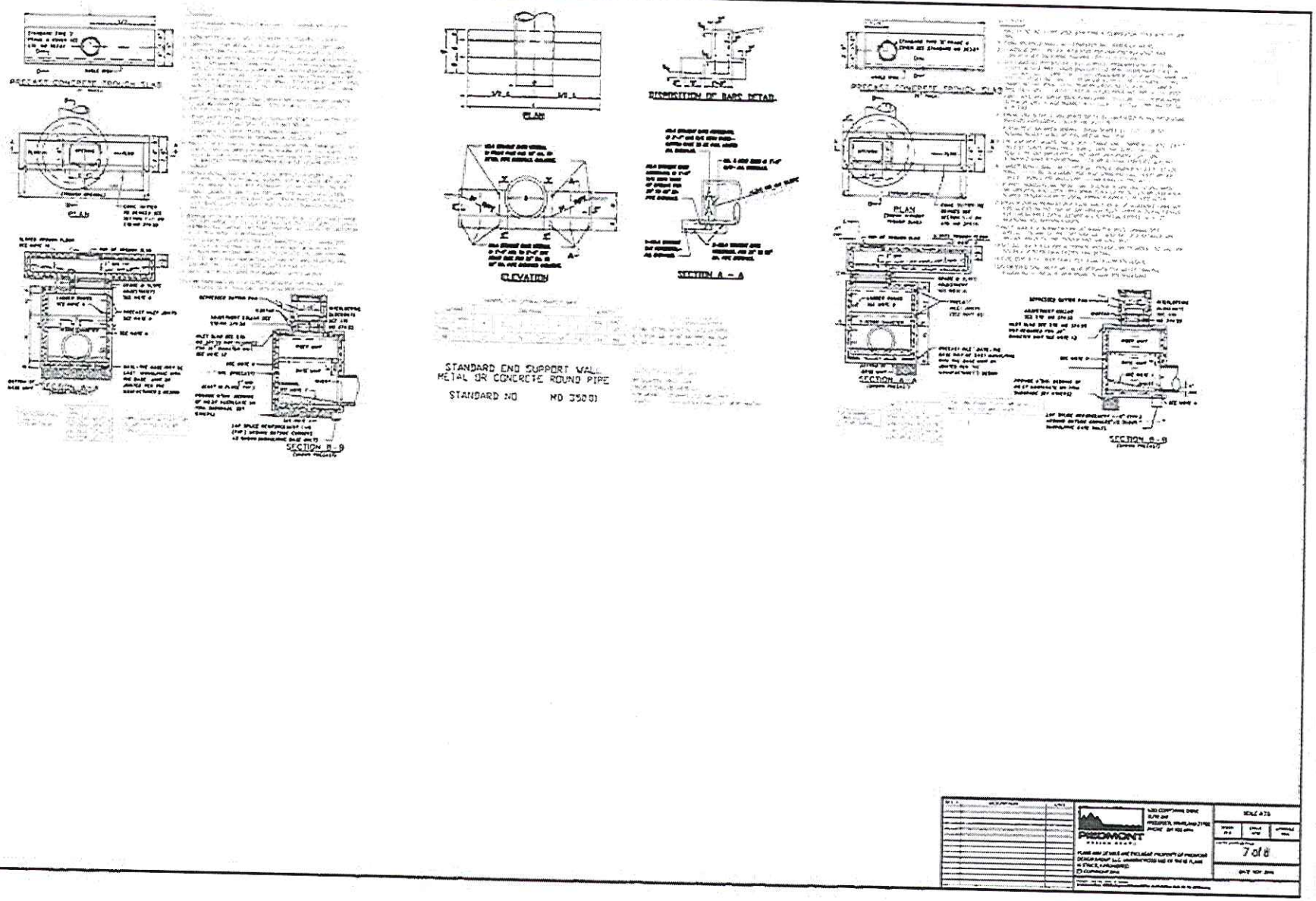

SAMPLING STATION DETAIL
VALVE MARKER DETAIL
TYPICAL SECTION
PLAN
ELEVATION
5 of 8

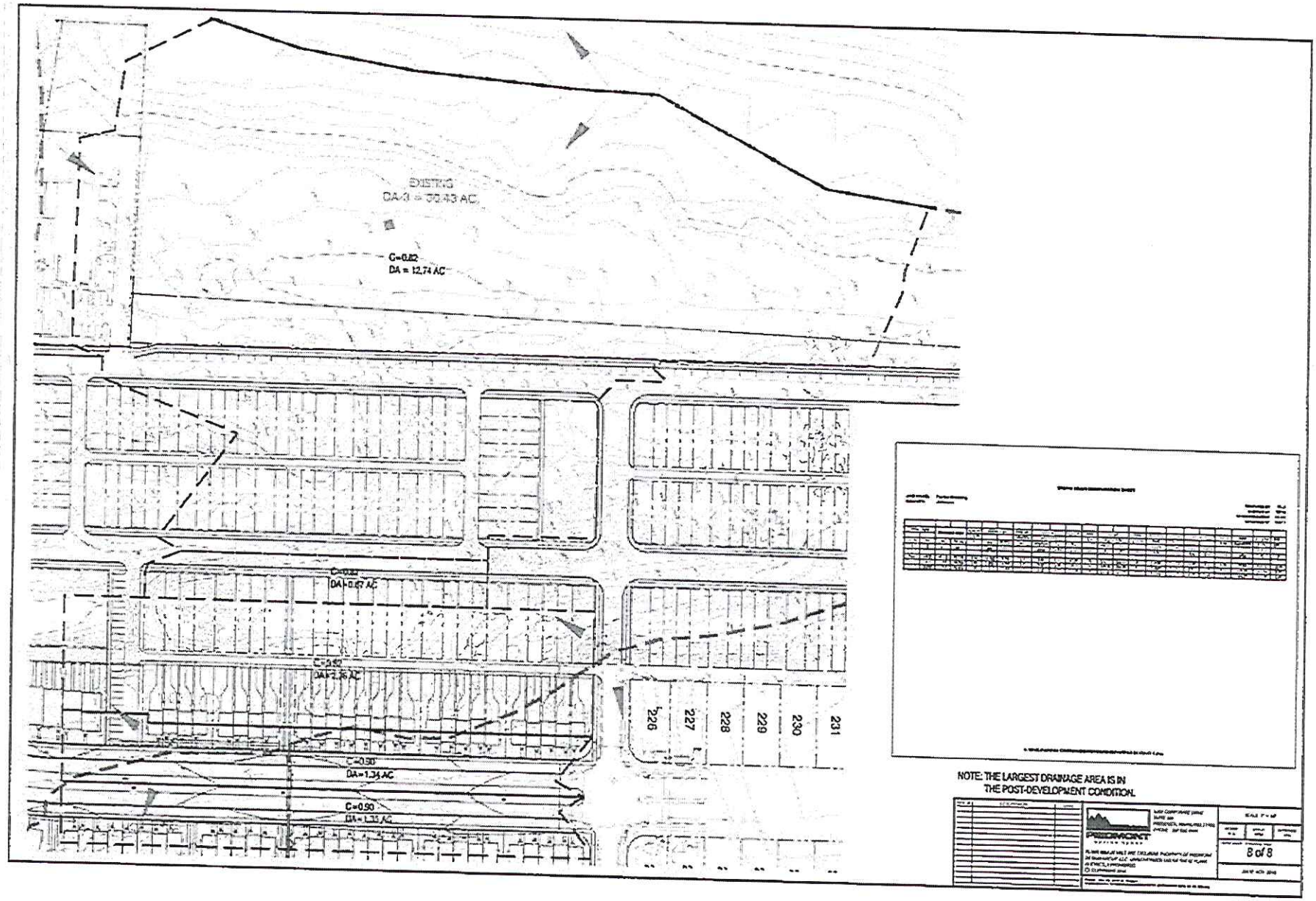




Approximate Location of Permanent Drainage and Utility Easement




PLAN
SECTION A - A
ELEVATION
STANDARD END SUPPORT WALL
METAL OR CONCRETE ROUND PIPE
STANDARD NO MD 350.01
PLAN
SECTION A-A
SECTION B-B
PIEDMONT
7 of 8


EXISTING
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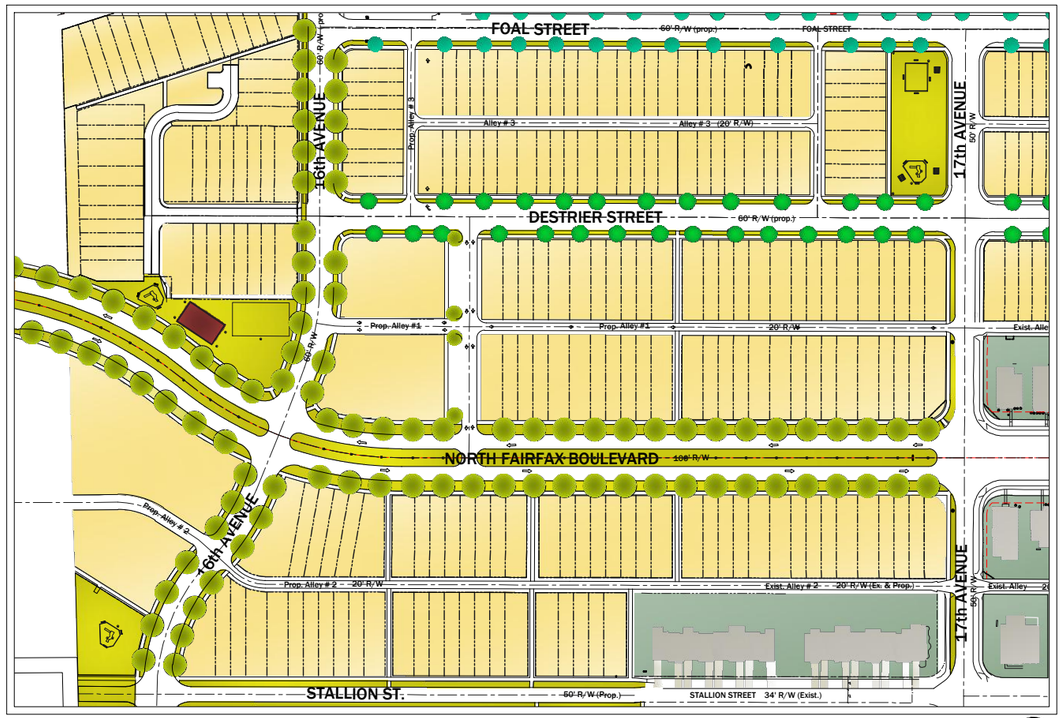
C=0.82
DA = 12.74 AC
C=0.90
DA=0.67 AC
C=0.90
DA=2.76 AC
C=0.90
DA=1.34 AC
C=0.90
DA=1.35 AC
226
227
228
229
230
231
NOTE: THE LARGEST DRAINAGE AREA IS IN
THE POST-DEVELOPMENT CONDITION.
PIEDMONT
8 of 8



SCALE : 1" = 200'

LAKELAND PLACE

AT FAIRFAX CROSSING

CITY OF RANSON

JEFFERSON COUNTY, WEST VIRGINIA

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

ORIGINAL APPLICATION BY PLACEMAKERS APPROVED : MARCH 16, 2012 "REVISED"

REVISED BY PIEDMONT DESIGN GROUP, LLC APRIL 1, 2019

REVISION APPROVED : JULY 15, 2019

PLACE MAKERS

PIEDMONT DESIGN GROUP

REVISED : AUG. 14, 2024 Page 1 of 14

Plotted: Aug 15, 2024 at 12:42pm
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REVISION APPLICATION PREPARATION

Piedmont Design Group, LLC
5283 Corporate Drive, Suite 300
Frederick, MD 21703
(301) 695-6614

PROJECT DESCRIPTION :

Lakeland Place at Fairfax Crossing is a mixed-use neighborhood with a residential feel. This is a development project with multiple phases consisting of single-family homes, townhouses, and multi-family homes, with access from Fairfax Boulevard , north and south, along with potential future access from 16th Avenue. The development consists of T-3, T-4, and T-5 transects per SmartCode sections under Chapter 19 of the City Code. Infrastructure for the project has been partially completed and portions have been or will be dedicated to the City.

PLAN PURPOSE :

This plan revision addresses minor changes to the previously approved LDP&P (03.16.12, prepared by Placemakers) for the site area known as Lakeland Place (a.k.a.Fairfax Crossing) that exists within the "Area of Revision" as shown on these plans. Property to the west on the north side of Foal St. is known as Lloyds Landing. No revisions to any previously approved items are proposed for this area with this plan. Existing devlopment to the north, is also unchanged.

This revision proposes to complete the existing blocks, extend existing roadways or thoroughfares, and make minor re-alignments to 16th Avenue and connecting roads for the existing 41.80 acre subject tract. New plans and construction for a new turnaround on Fairfax Blvd., just to the south of the site, necessitates changes to the layout as a result. Civic Spaces / Park Areas are also being relocated to fit with the new street alignments and future lot locations, as well as satistfy code requirements and neighborhood needs. The "Area of Revision" reflects current updated boundary survey infomation.

(Previoius approvals : Resolution No. 12-09 # 20160035594 @ DB1177 P302
Original application area approval: Resolution No. 12-12 #20160035595 @ DB1177 P316)

OWNERS

Fairfax Crossing Real Estate, LLC
117 W. Patrick Street, #200
Frederick, MD 21701
(301) 694-8444

Glendwell & Joann L. Lloyd Trust
133 Heath Court
Charlestown, WV 25414
(704) 725-9191

ORIGINAL APPLICATION PREPARATION

Placemakers, LLC
5136 Seville Ave, NW
Albuquerque, NM 87120

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Existing Conditions: Topography 3
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Transect Districts 6
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Lot Structure 8
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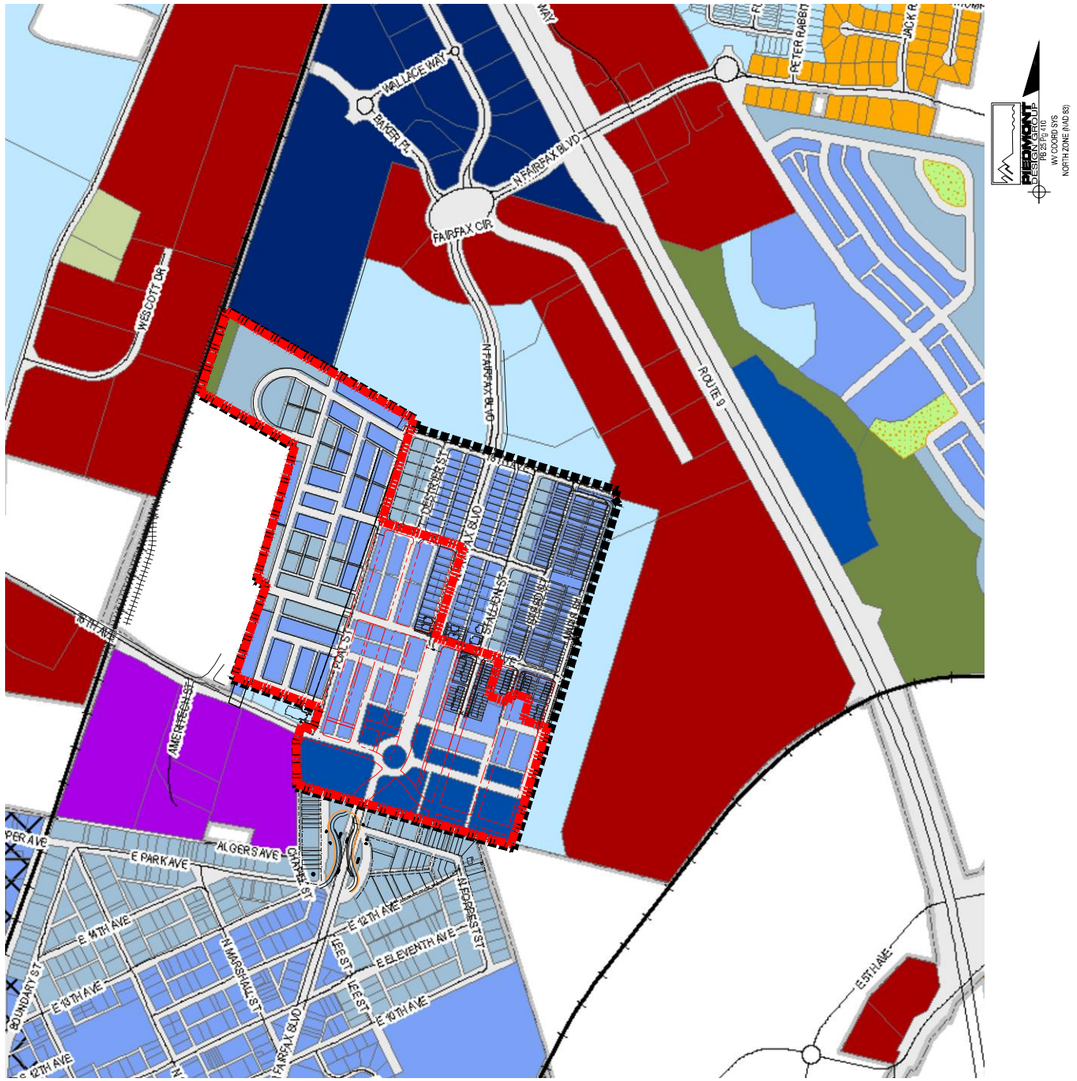
Civic Standards 10
Civic Standards 11
Stormwater and Utilities 12
Assemblies 13
Assemblies 14

ZONING LEGEND

- RR - Rural Reserve
- R-6 - R-6 Residential
- HC - Highway Commercial
- I - Industrial
- T1 - Natural
- T3 - Sub-Urban
- T4 - General Neighborhood
- Area of Revision
- LDPP Limits
- T4O - General Neighborhood Open
- T5L - Town Center Limited
- T5 - Town Center
- SD - Special District
- CS - Civic Space
- MUX - Mixed Use - Retired

EXISTING ZONING



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

GENERAL INFORMATION
Existing Zoning
Scale : 1" = 1,000'

Plotted: Aug 14, 2024 at 6:41am
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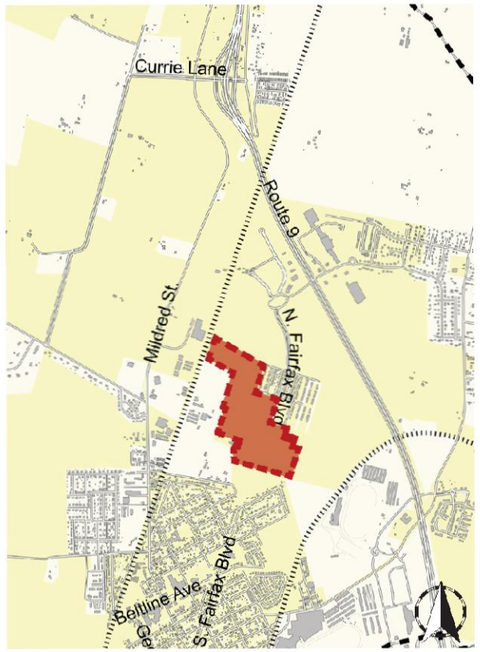
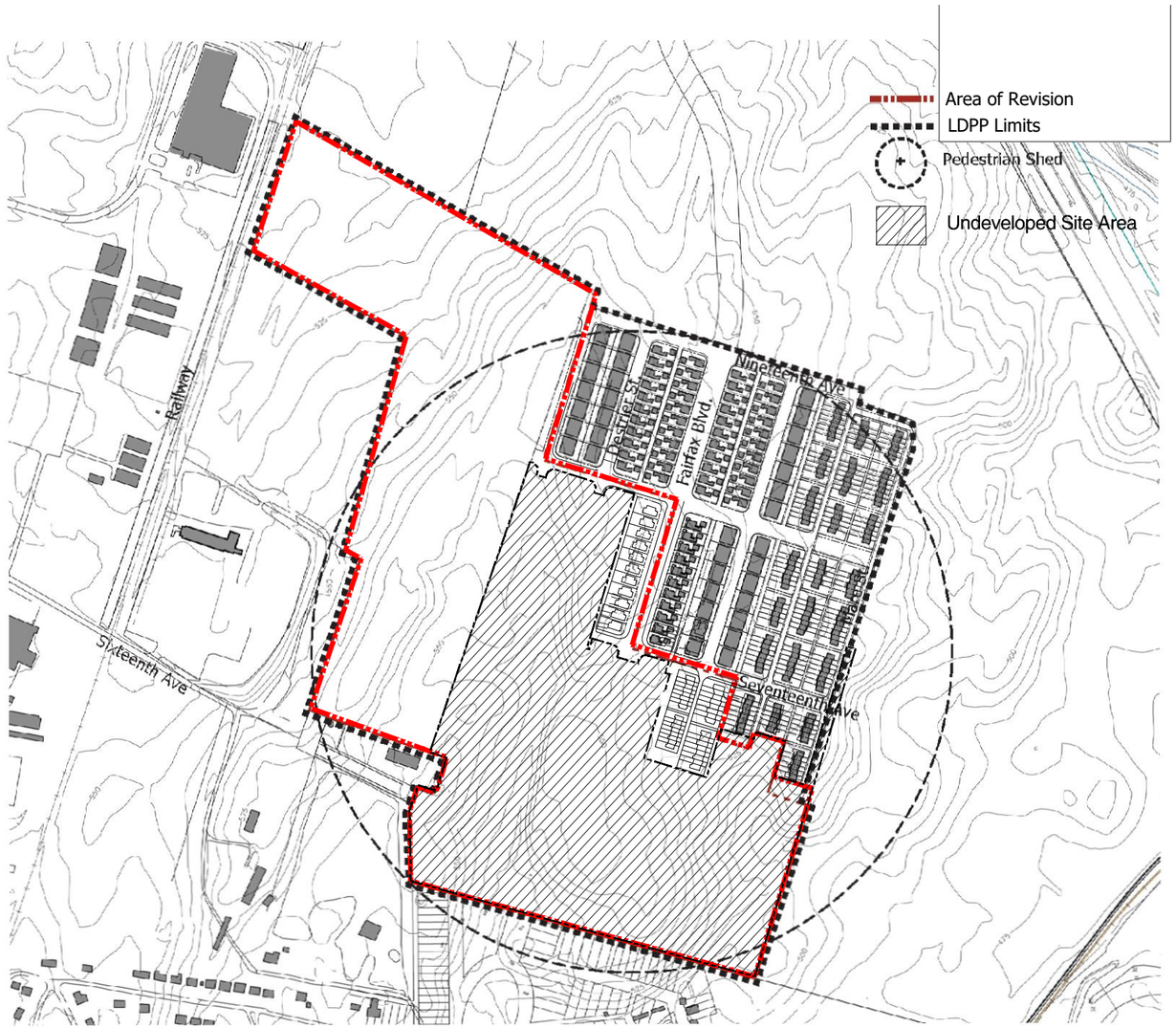


LOCATION MAP **SCALE: 1" = 2,000'**

Existing Neighborhood Pattern:

The houses that are being built in Lakeland Place today provide an 'attainable' type of housing for the residents of Ranson. Townhouses and small-lot single-family homes are being built and sold in this new community between the established neighborhoods in town and the new shopping center on Highway 11. A greater range of housing intensities and types, stacked flats and large-lots, are introduced to the plan, T5 and T3, in order to encourage continued building of this neighborhood as the market continues to fluctuate. In addition, civic spaces are introduced to provide public amenities to both new and existing residents living in walking distance.



LAKELAND PLACE at FAIRFAX CROSSING **RANSON, WEST VIRGINIA**

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

EXISTING CONDITIONS : TOPOGRAPHY

Scale : As Shown

Plotted: Aug 14, 2024 at 6:35am
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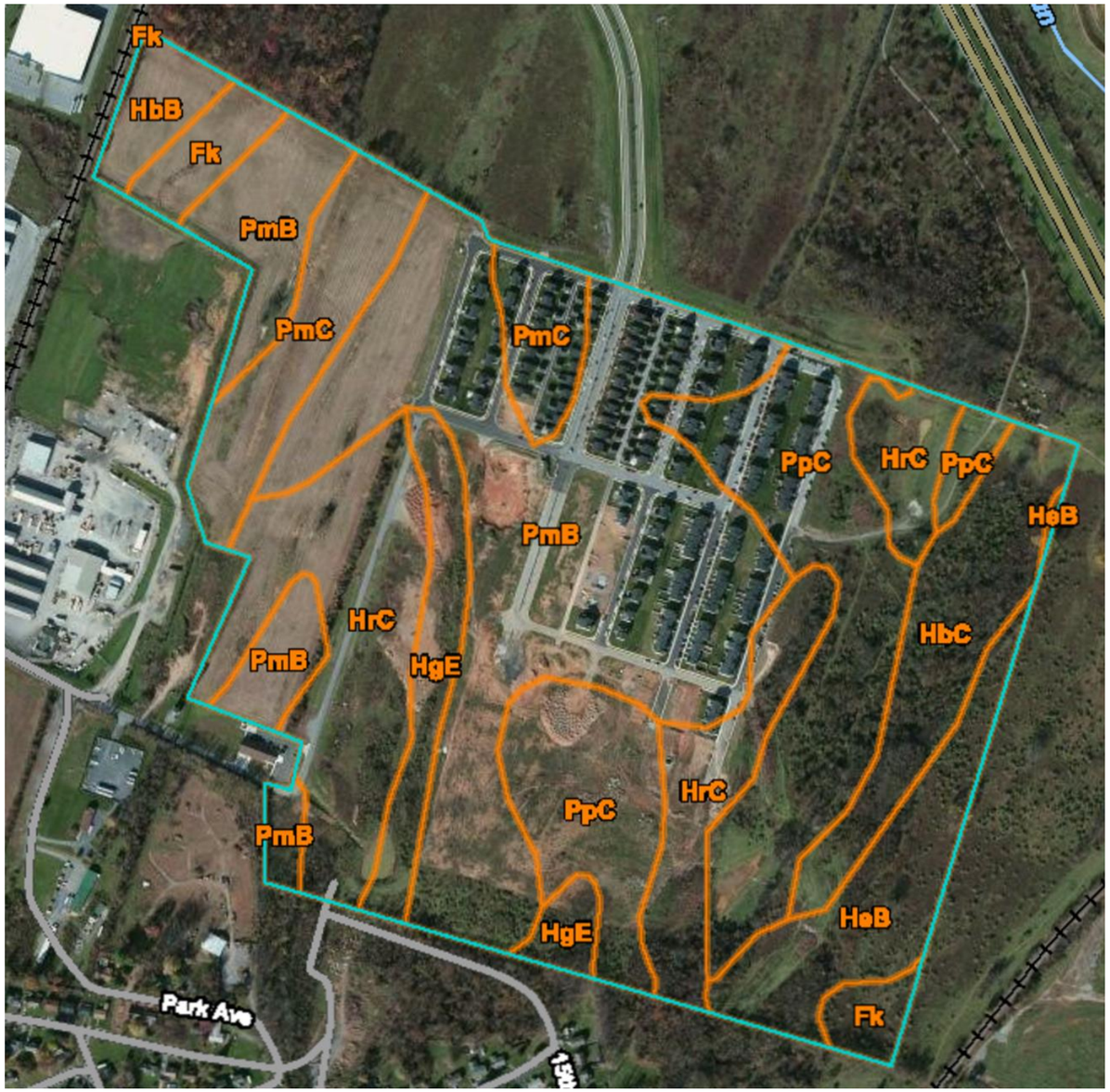

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Fk	Funkstown silt loam	4.9	2.9%
HbB	Hagerstown silt loam, 3 to 8 percent slopes	3.1	1.8%
HbC	Hagerstown silt loam, 8 to 15 percent slopes	11.5	6.8%
HeB	Hagerstown silt loam, 3 to 8 percent slopes, very rocky	10.8	6.4%
HgE	Hagerstown-Opequon-Rock outcrop complex, 15 to 35 percent slopes	7.7	4.5%
HrC	Hagerstown-Rock outcrop complex, 8 to 15 percent slopes	29.5	17.3%
PmB	Poplimento silt loam, 3 to 8 percent slopes	57.5	33.8%
PmC	Poplimento silt loam, 8 to 15 percent slopes	12.9	7.6%
PpC	Poplimento silt loam, 8 to 15 percent slopes, very rocky	32.1	18.9%
Totals for Area of Interest		170.1	100.0%

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other

Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

EXISTING CONDITIONS : SOILS

Scale : 1" = 500'

0 500 1000 1500

Scale 1" = 500'

Plotted: Aug 14, 2024 at 6:34am
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3.3 Community Unit Types

3.3.2 Village (VIL)

a. A Village (VIL) Community Type shall be permitted within the G-3 Intended Growth Sector, and the G-4 Infill Growth Sector.

Property in G-3 Intended Growth Sector

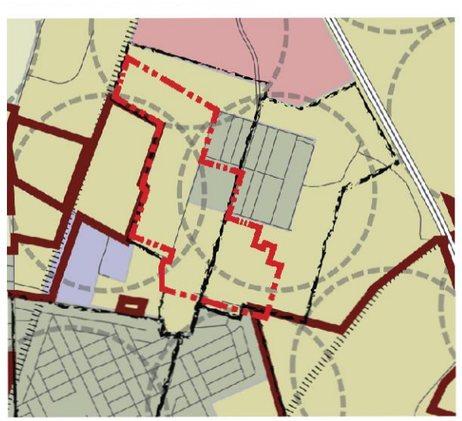
b. A VIL within the G-2 Controlled Growth Sector and the G-3 Intended Growth Sector shall be structured by one short, standard or linear pedestrian shed and shall be no fewer than 40 acres and no more than 200 acres, as allocated on Table 2. See Article 4 for infill VIL acreage requirements in the G-4 Infill Growth Sector (covers subject property).

Property in the G-4 Redevelopment / Infill Growth Sector

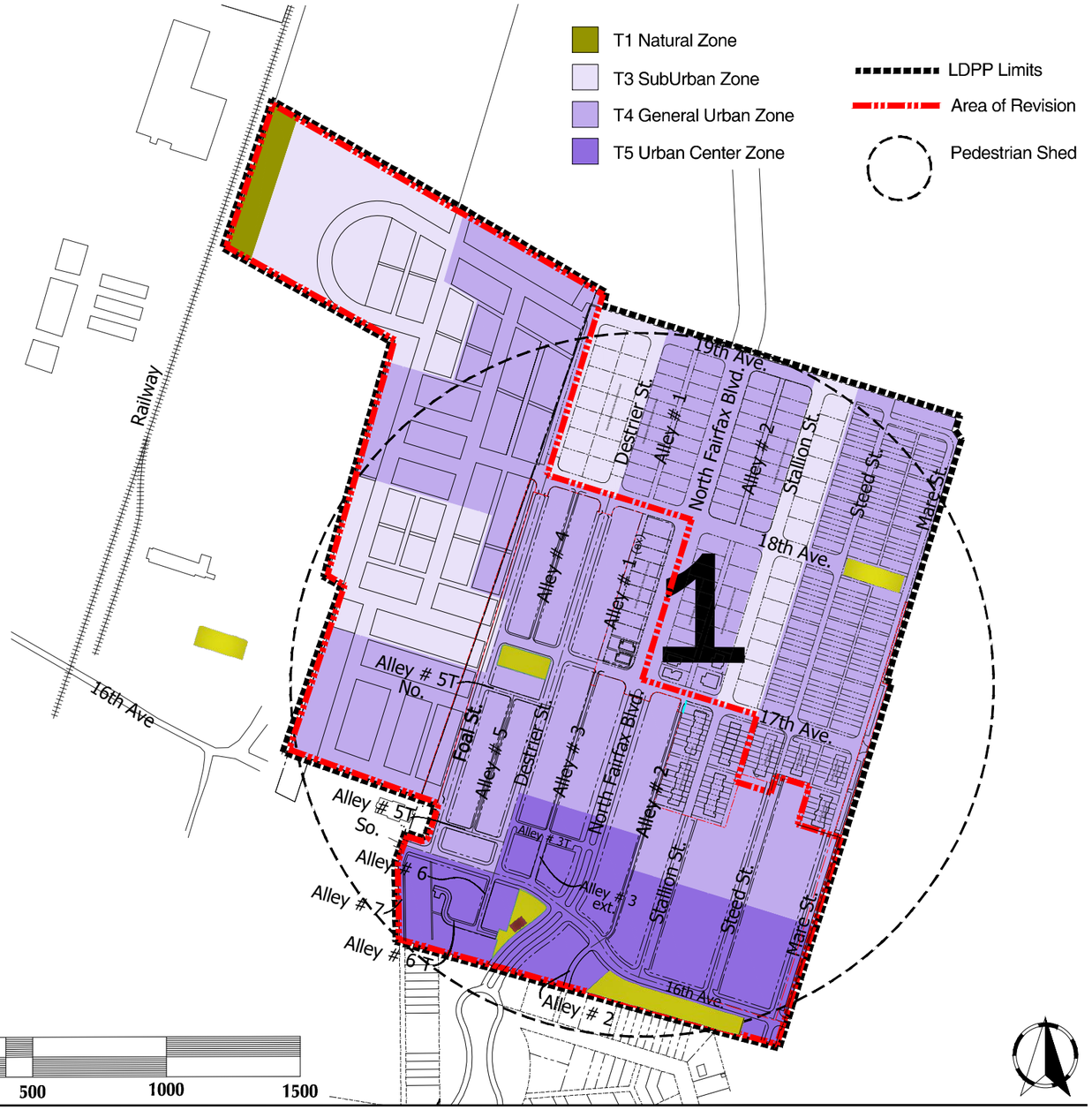
c. G-4 Redevelopment / Infill Growth and the G-3 Intended Growth Sector encompass the areas of the City that area priority expansion are of the 2012 City of Ranson Comprehensive Plan and encourages compact walkable development patterns.

Community 1 - Village (Med): 86.22 acres

d. Larger sites shall be designed and developed as multiple communities, each subject to the individual Transect District requirements for its type as allocated on Table 3. The simultaneous planning of adjacent parcels is encouraged.



SECTOR PLAN



LAKELAND PLACE at FAIRFAX CROSSING

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

COMMUNITY UNIT TYPES

Scale 1" = 500'

Plotted: Aug 14, 2024 at 6:33am
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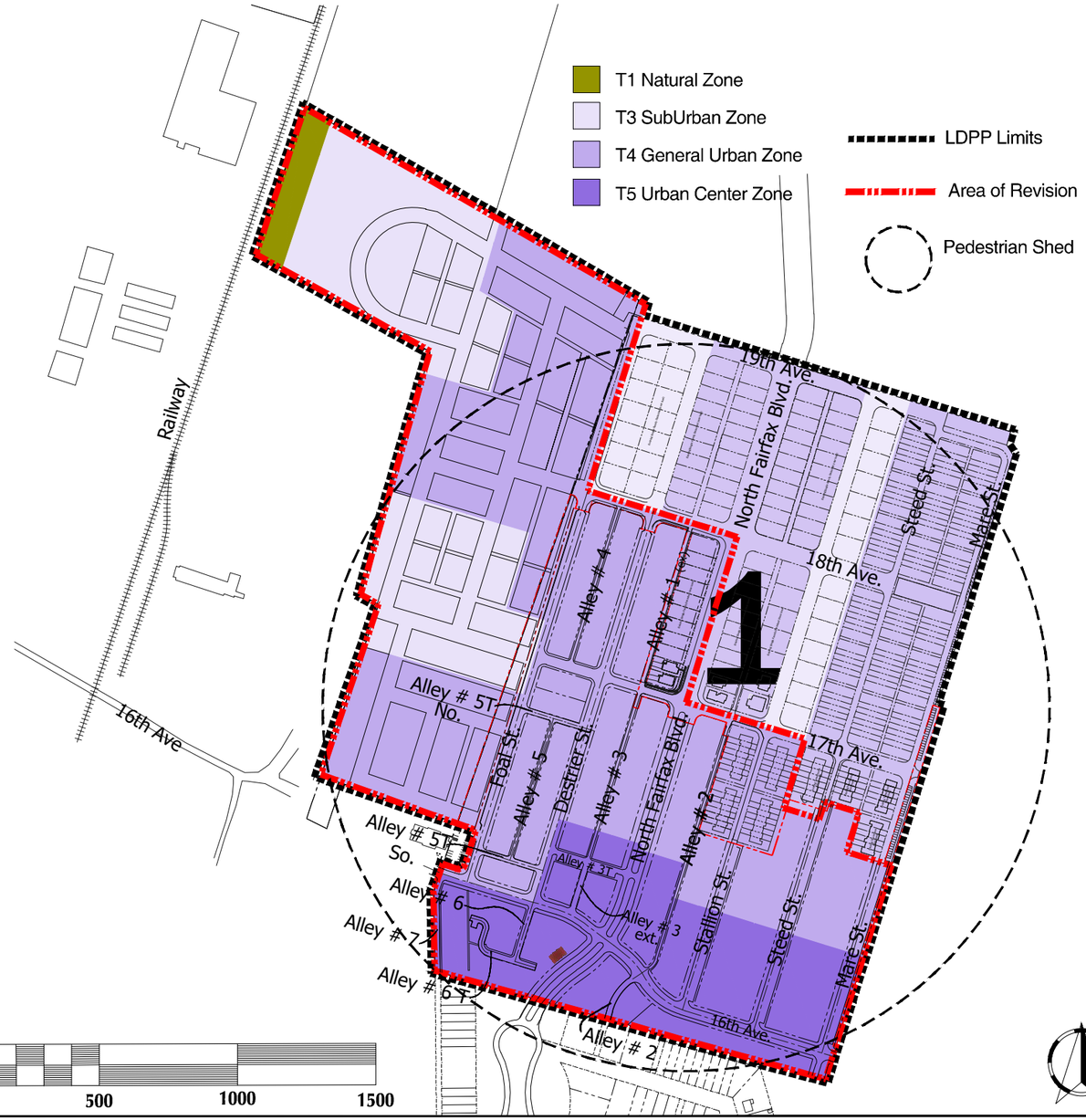
3.4 Transect Districts

3.4.1 Transect District subdistricts shall be assigned and mapped on each new community regulating plan accord-ing to the percentages allocated on Table 3. The property boundary and adjusted pedestrian shed have been revised to reflect the current bounary surveys.

Table 3 Compliance:

COMMUNITY 1: VILLAGE – MEDIUM INTENSITY

T ZONES			
	Acreage	Percentage	
T1	1.36	1.60%	N/A
T3	17.94	20.80%	30% Max.
T4	49.33	57.22%	30-60%
T5	17.57	20.38%	5-25%
Net Site Area	86.22	100.%	



LAKELAND PLACE **RANSON, WEST VIRGINIA**

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

TRANSECT DISTRICTS

Scale 1" = 500'

Plotted: Aug 14, 2024 at 6:19am
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3.5 Thoroughfares and Block Standards

3.5.1 The thoroughfare network shall be structured to define blocks with the following maximum block face lengths and block perimeters:

a. T3 2640 ft perimeter
b. T4 2400 ft perimeter
c. T5 2000 ft. perimeter

3.5.2 Block faces exceeding 500 feet shall be subdivided with a pedestrian passage that is a minimum of 8 ft. in width.

3.5.4 Blocks adjacent to undeveloped land, areas unsuitable for development, or pre-existing incomplete blocks may be exempt from block face length and block perimeter requirements by administrative waiver.

- Administrative Waiver #1 per 3.5.3 for edge condition with existing railway *.

(Approved and recorded @ PC-17-06, #201700006761, B-1186 @ P-552)

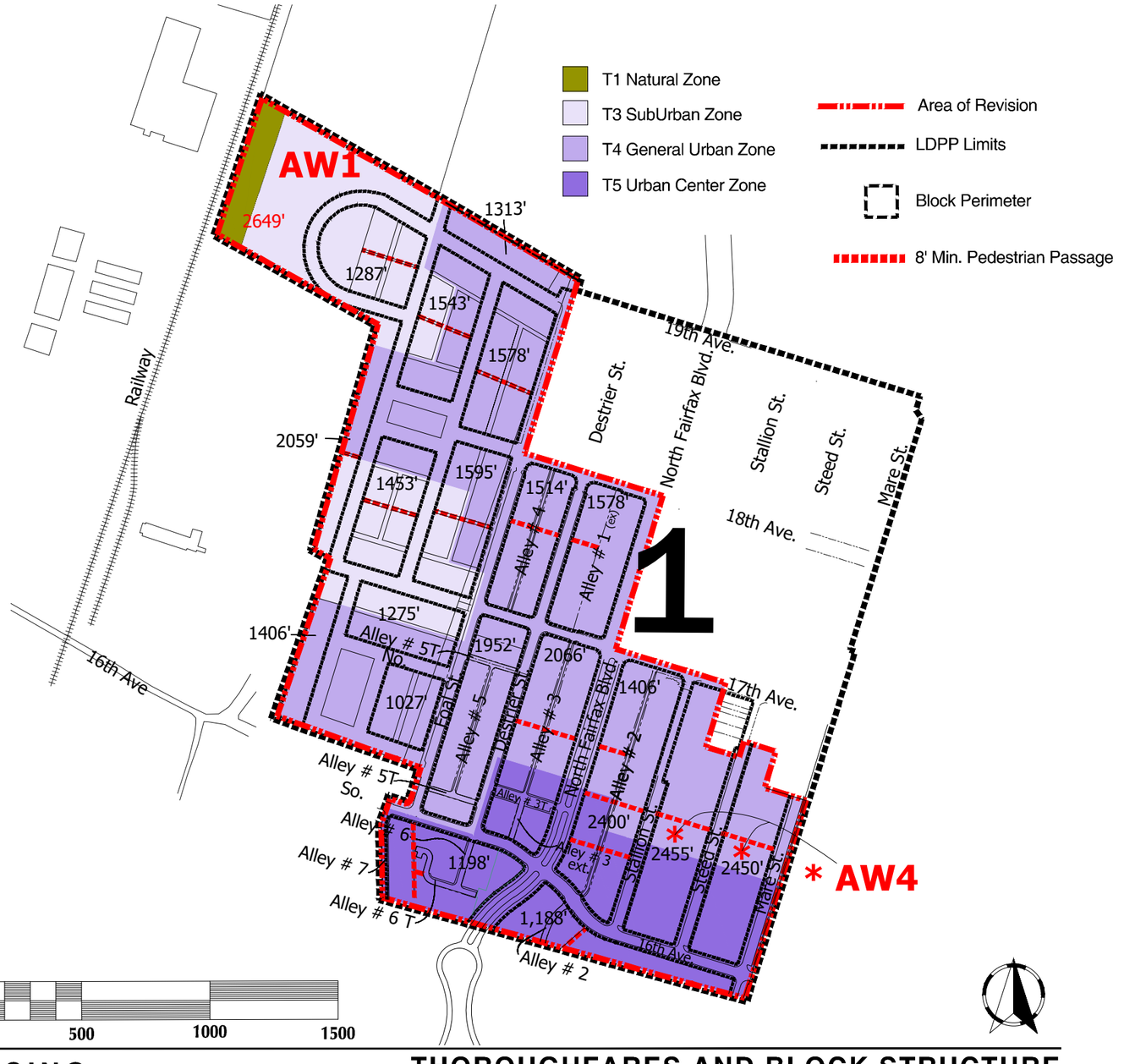
- Administrative Waiver #4 per 3.5.3 for block face length and completion of existing blocks. Justification : 1) Staff request to relocate 16th Ave.; 2) Relocation of turnaround and 16th. Ave. lengthens adjacent blocks due to physical necessity; 3) Block face adjustment = 2.0% < 10.0% maximum allowable; 4) Benefit of better spacing for pedestrian passages; 5) Consistent with all other code requirements*.

3.5.5,6 Rear access for all lots within T4 & T5 shall be provided by a rear lane or rear alley.

3.5.7 Blocks with more than one Transect District designation shall use the highest designation to determine the block face length, block perimeter, and rear alley or rear lane requirements.

The T4 and T5 lots on Stallion, Steed and Mare Streets in this application between 17th. and 16th. Avenues are extensions of existing land development patterns that existed prior to the adoption of the Smart Code. The lots on these streets may deviate from the following requirements :

- Private Frontage Types
- Parking Location Standards
- Principle Building front setbacks, up to 20%



LAKELAND PLACE at FAIRFAX CROSSING RANSON, WEST VIRGINIA

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

THOROUGHFARES AND BLOCK STRUCTURE

Scale 1" = 500'

* Approved by the Planning Commission; Case No. 201700006761;
Deed Book 1186 Page 552.

Plotted: Aug 15, 2024 at 11:54am
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3.6 Lot Structure

3.6.1 Within each Transect District, lots shall be platted to have the following minimum and maximum lot widths, measured at the frontage line:

a. T3 50 ft. min. - 150 ft. max.

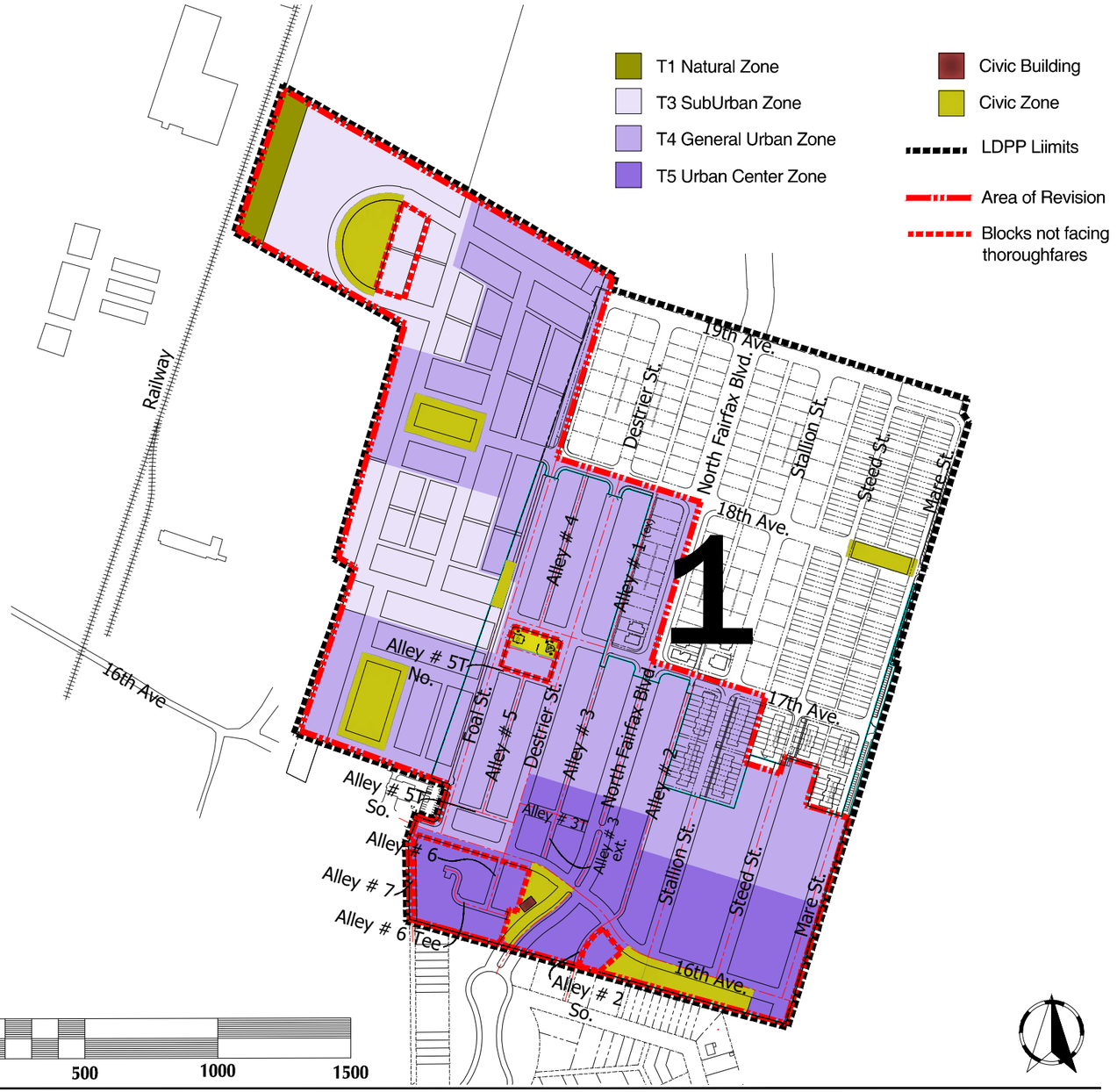
b. T4 20 ft. min. - 96 ft. max.

c. T5 20 ft. min. - 150 ft. max.

3.6.2 Each lot shall have a primary frontage abutting a vehicular thoroughfare, except that 20% of the lots by number within the SC-NC District may have their primary frontage along a publicly accessible passage, or sidewalk. Rear alleys and rear lanes do not count as thoroughfares. If a lot fronts an alley or lane, such as a mews unit, it counts toward the 20% maximum.

3.6.3 Lots may have multiple frontages as illustrated on Table 17. One frontage line is designated the principal frontage line and all remaining frontage lines are designated as secondary.

LOTS NOT FACING THOROUGHFARE		
Area (Ac.)	**Area of Lots not facing Thoroughfare (Ac.)**	**Percentage**
86.22	4.2	4.87%



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

LOT STRUCTURE
Scale 1" = 500'

Plotted: Aug 14, 2024 at 6:15am
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3.7 Thoroughfare Network Standards

3.7.1 Community plans must map a thoroughfare network plan including the following:

a. The major thoroughfare network

b. Modifications to existing thoroughfares, if any

3.7.3 The thoroughfare network plan must map thorough-fares and intersections according to Section 3.5.1.

a. Thoroughfare assemblies must be included for each mapped thoroughfare in accordance with Article 7.

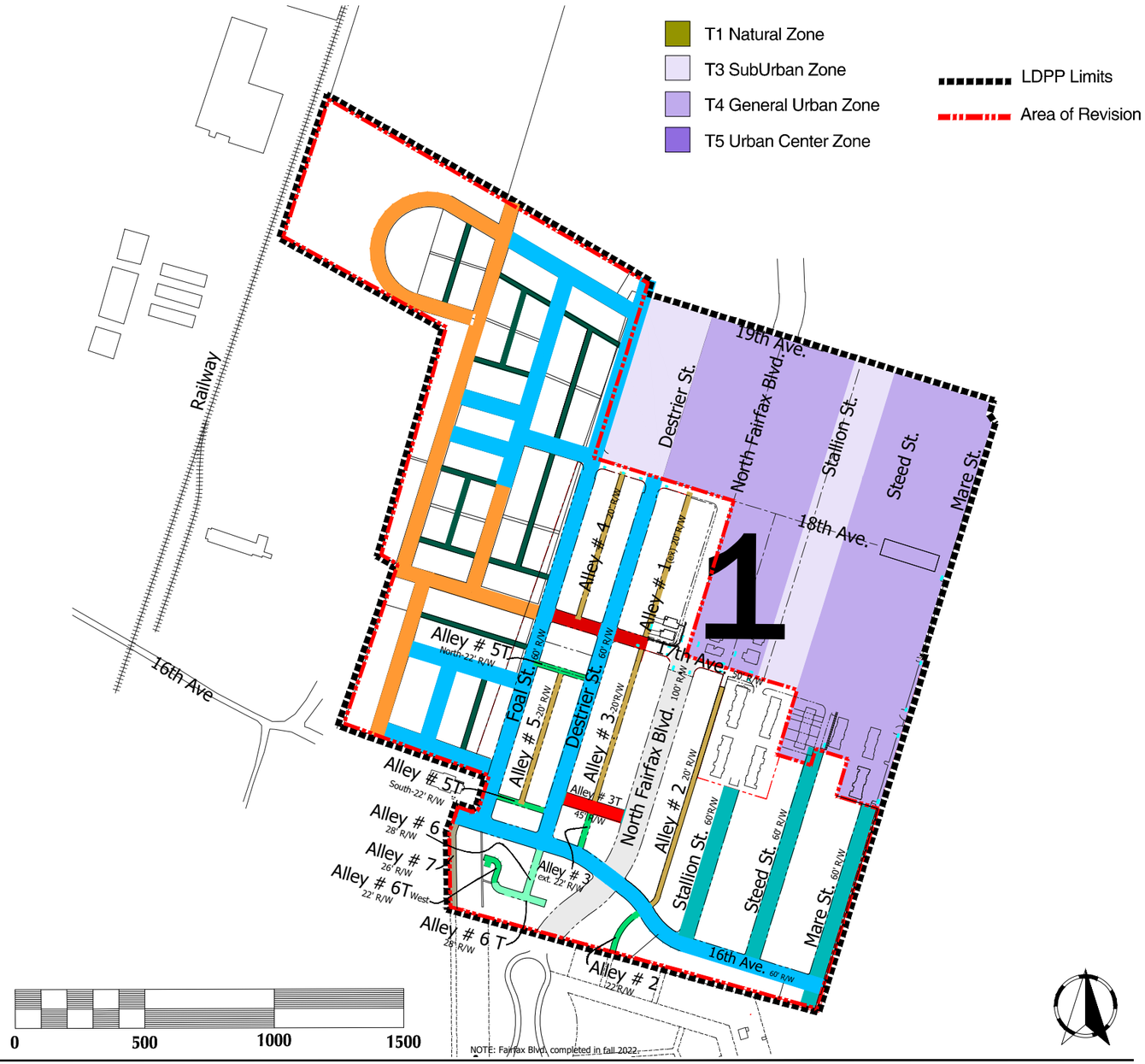
b. All thoroughfares must connect to other thoroughfares, forming a network.

c. New thoroughfares must connect wherever possible to thoroughfares outside of the community unit.

d. The thoroughfares must be configured as a net-work creating blocks sized according to Section 3.5.1.

e. The thoroughfares may deviate from the network outside of the pedestrian shed, to accommodate natural conditions, and to intersect major thoroughfares.

#	Key	Thoroughfare	Approved T-zones	R.O.W.
1		AV-100-38	T3, T4	100'
2		ST-60-36	T3, T4	60'
3		ST-54-32	T3, T4	54'
4		DR-45-28	T4, T5	45'
5		ST-50-36	T4, T5	50'
6		RA-22-20	T3, T4	22'
7		RL-22-20	T3, T4, T5	22'
8		RL-20-10	T3, T4, T5	20'
9		RA-28-20	T3, T4, T5	28'
10		RA-26-20	T3, T4, T5	26'



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

THOROUGHFARES
Scale 1" = 500'

Plotted: Aug 14, 2024 at 7:14pm
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3.8 Civic Standards

3.8.1 Civic Space (CS) Specific to T3 - T5 Districts

a. Each pedestrian shed shall assign 5 - 20% of its urbanized area to civic space

Village 1:

Total Civic Space	7.16 Ac.
Urbanized acres	86.22 Ac.
Urbanized area % Civic	8.3%

b. Civic spaces shall be designed as described and distributed throughout Transect District as permitted in Table 31.

d. Each pedestrian shed shall contain at least one main civic space. The main civic space shall be within 800 feet of the geographic center of each pedestrian shed, unless topographic conditions, pre-existing thoroughfare alignments or other circumstances prevent such location. A main civic space shall conform to one of the types speci-fied in Table 31.b, Table 31.c, or Table 31.d.

f. Each civic space of type Table 31.c or Table 31.d shall have a minimum of 50% of its perimeter enfronting a Thoroughfare.

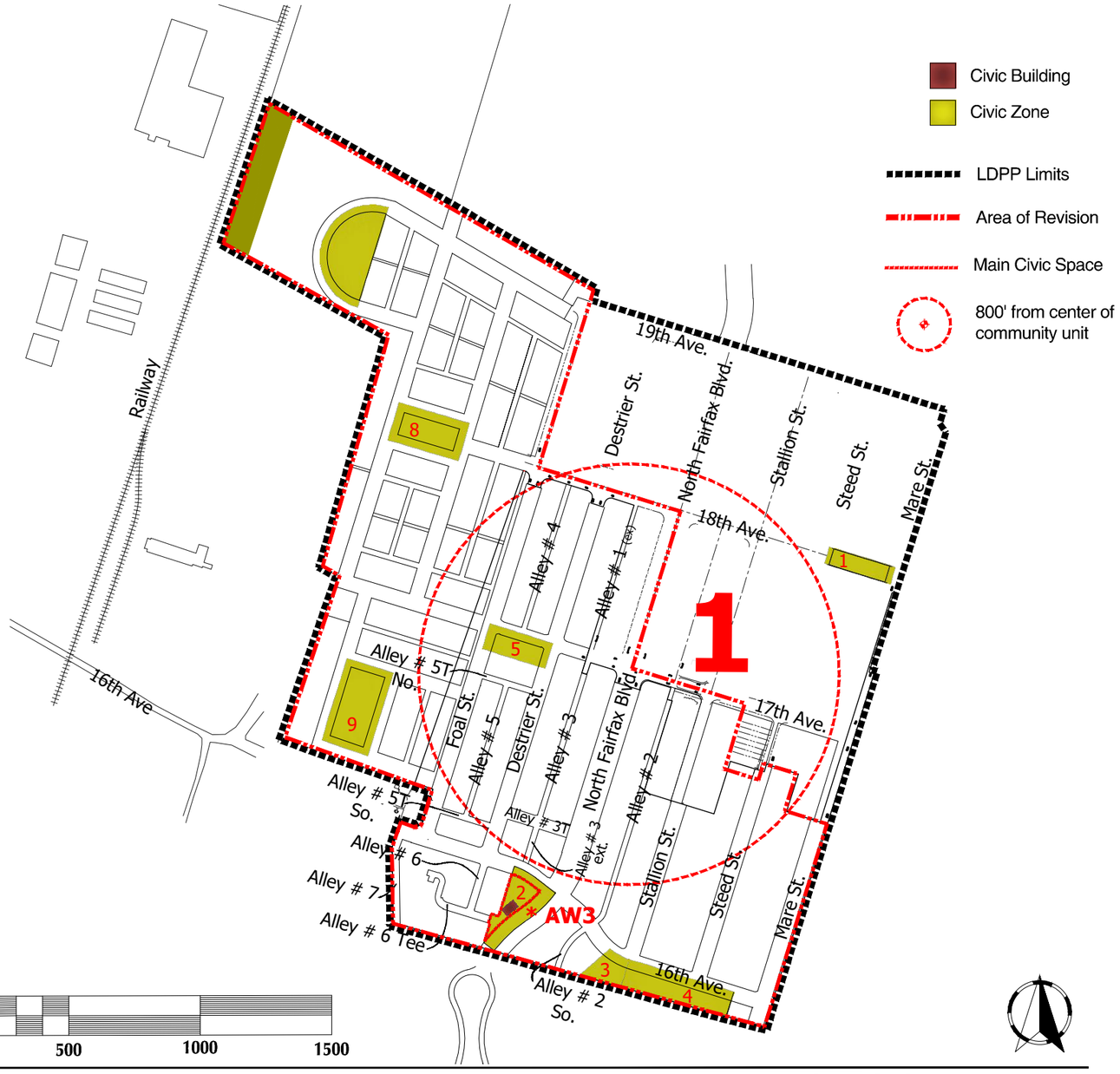
3.8.2 Civic Buildings (CB) Specific to T2O - T5 Districts

a. The owner shall covenant to construct a meeting hall or a third place in proximity to the main civic space of each pedestrian shed. Its corresponding public frontage shall be equipped with a shelter and bench for a transit stop, if on an existing or planned transit route.

b. Civic building sites shall not occupy more than 20% of the area of each pedestrian shed.

(PC17-06, # 201700006761, B-1186, P-552)

* Administrative Waiver #3 per 3.8.ld as this main civic space was a predetermined location between the City and the developer previous to this design.



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

CIVIC STANDARDS
Scale 1" = 500'

Plotted: Aug 15, 2024 at 11:58am
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3.8 Civic Standards

e. Playgrounds shall be located so that every residential lot is within 1,000 feet of an entry to a playground, as measured along sidewalks that do not cross major thorough-fares. A playground shall conform to Table 31.e.

Each civic space of type Table 31.c or Table 31.d shall have a minimum of 50% of its perimeter fronting a Thoroughfare.

Village 1:

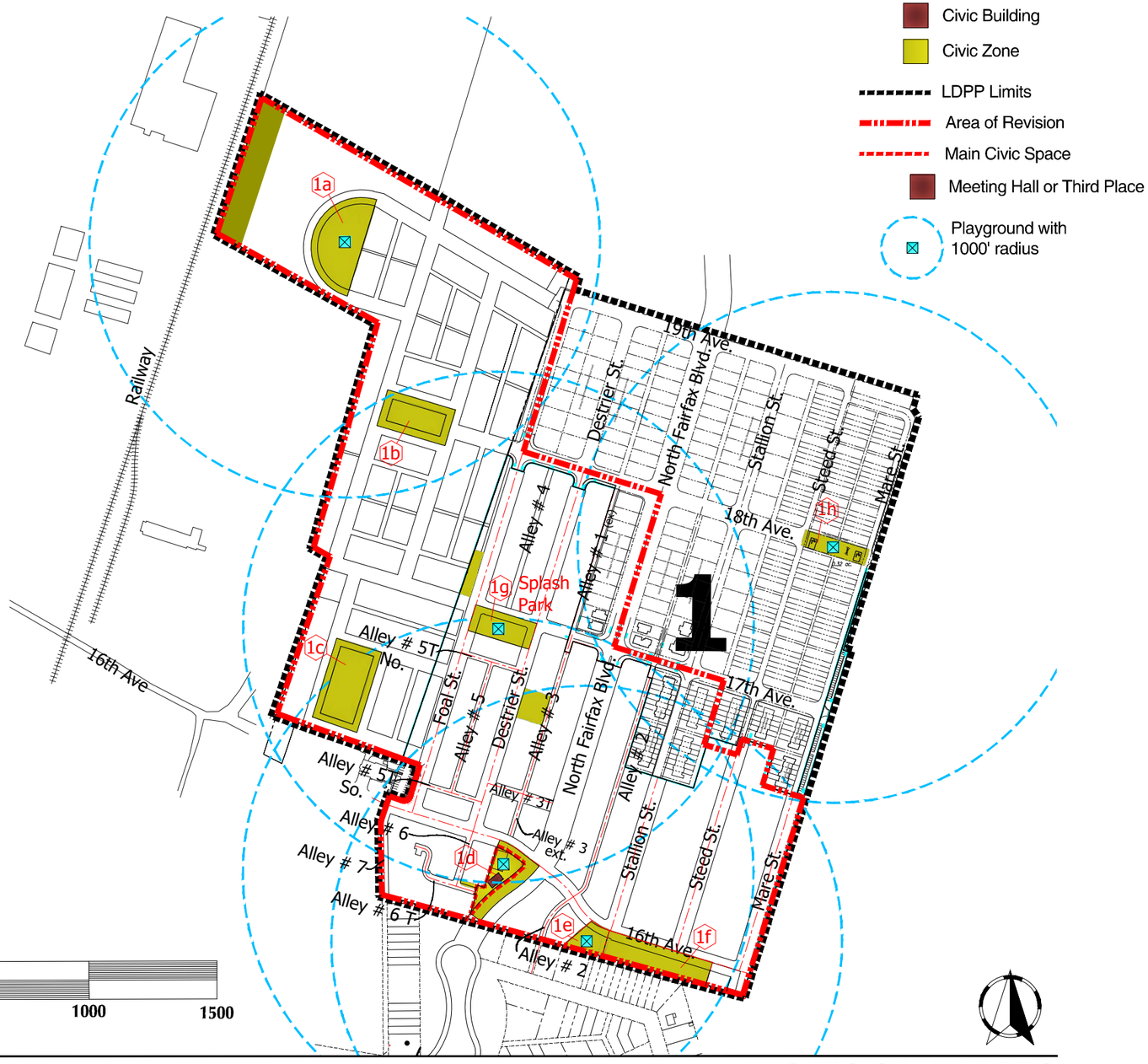
CS	Permit-ted Area	Area (ac)	Perim-eter	Type	Permitted T-zone	T-zone
1a	.5-8	1.43	NA	Green	T1-T4	T3
1b	.25-5	0.93	100%	Square	T3-T5	T4
1c	.25-.5	1.38	100%	Square	T3-T5	T4
1d	.5-8	0.87	58%	Green	T3-T5	T5
1e	.25-5	0.31	NA	Ramble	T3-T5	T5
1f	.5-8	0.95	53%	Green	T3-T5	T5
1g	.25-5	0.60	100%	Ramble	T3-T5	T4
1h	.25-5	0.38	100%	Ramble	T3-T5	T3
TOTALS		6.85	7.96% Of Project Area / 86.22 Ac.			

3.8.2 Civic Buildings (CB) Specific to T2O - T5 Districts

a. The owner shall covenant to construct a meeting hall or a third place in proximity to the main civic space of each pedestrian shed.

b. Civic building sites shall not occupy more than 20% of the area of each pedestrian shed.

c. As part of this proposal, the following amenities are proposed to be lcoated within park 1-g, (between Foal and Destrier Sts., facing 17th. Ave.) : 1) A splash pad; 2) A tot lot play structure; 3) benches for seating.



LAKELAND PLACE at FAIRFAX CROSSING
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

RANSON, WEST VIRGINIA

CIVIC STANDARDS
Scale 1" = 500'

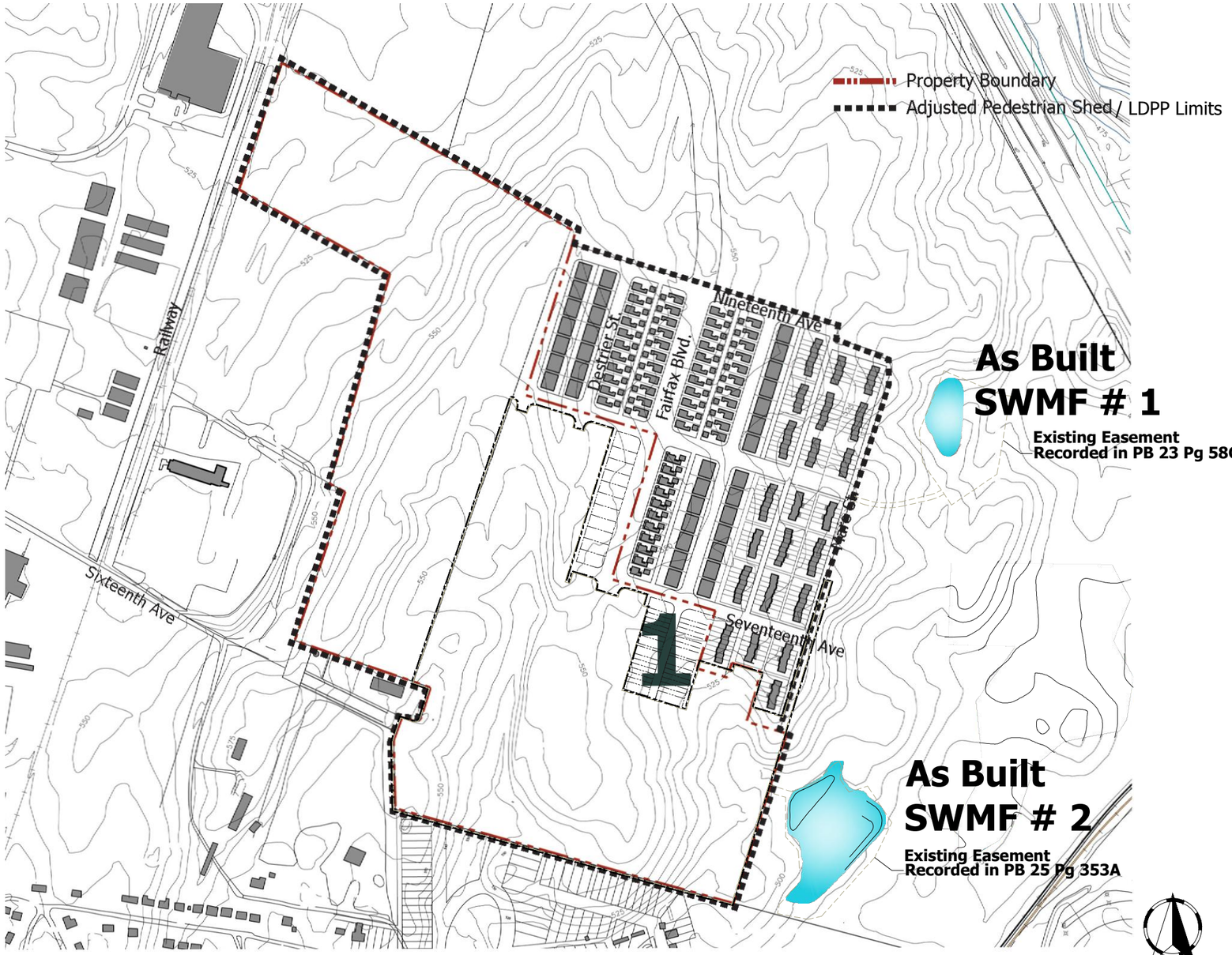
Plotted: Aug 14, 2024 at 5:58am
D:\FFAX LDP 2024\Fairfax_LDPA_9c.Revised 8.13.dwg

STORMWATER

Two stormwater ponds exist, and currently serve the site along with a portion of the surrounding offsite area. They are located to the east and are entitled. Total impervious cover for the completion of the neighborhood is expected to be less than 70%.

UTILITIES

Water and sewer shall be provided by connections to the adjacent systems of the Charles Town Utility Board for sewer collection and treatment, and Jefferson Utilities for water supply distribution systems.



LAKELAND PLACE at FAIRFAX CROSSING RANSON, WEST VIRGINIA

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

STORMWATER AND UTILITIES

Scale 1" = 500'

Plotted: Aug 14, 2024 at 5:08am
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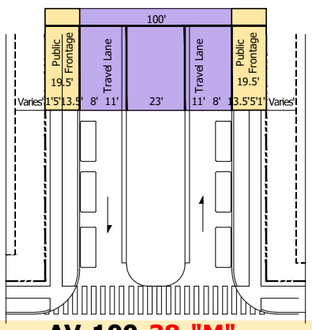
Street Location
Street Map Color

KEY ST-57-20-BL
Thoroughfare Type
Right of way width
Pavement Width
Transportation

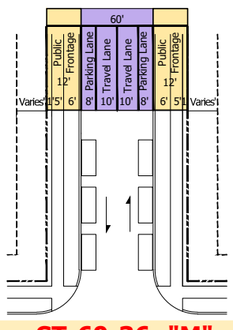
THOROUGHFARE TYPES

Avenue	AV
Commercial Street	CS
Drive	DR
Street	ST
Rear Alley	RA
Rear Lane	RL

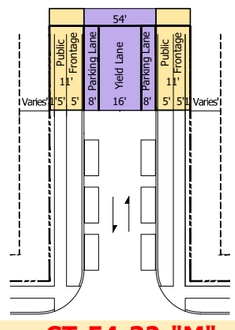
Fairfax Blvd.



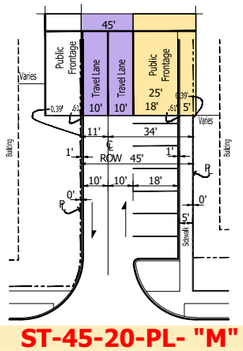
16th. Ave.
Foal Street
Destrier Street & Lloyds Landing



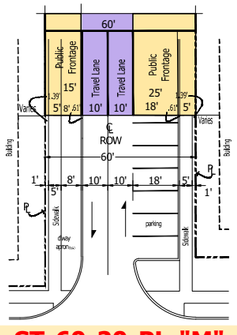
Lloyd Property Streets
Only



Alley # 3
Parking Lot



Stallion Street
Steed Street
Mare Street



	AV-100-38-"M"	ST-60-36 -"M"	ST-54-32-"M"	ST-45-20-PL- "M"	ST-60-20-PL-"M"
Thoroughfare Type	Street	Street	Street	Street	Street
Transect District	T3,T4,T40, T5	T2, T3, T4	T3, T4	T2O, T3, T4, T5	T2O, T3, T4, T5
Right-of-Way Width	100 feet	50 ft.	54 ft.	46 ft.	60 ft.
Pavement Width	38 feet	36 ft.	32 ft.	20 ft.	20 ft.
Vehicular Lane(s)	Two Lanes; Two way, one lane each way @11 ft.	Two Lanes; Two way, one lane each way @10 ft.	Yield Lane : Two Way @ 16 ft.	Two Lanes; Two way, one lane each way @10 ft.	Two Lanes; Two way, one lane each way @10 ft.
Parking Lanes	Two lanes parallel @ 8 ft.	Two lanes parallel @ 8 ft.	Two lanes parallel @ 8 ft.	Driveway and perpendicular	Driveway and perpendicular
Striping	Optional	Optional	Optional	Optional	Optional
Median Width	23 ft.	n/a	n/a	n/a	n/a
Median Planting	20 ft. o.c. avg	n/a	n/a	n/a	n/a
Median Surface	Grass, ground cover and mulch	n/a	n/a	n/a	n/a
Target Speed	25 mph	25 mph	20 mph	25 mph	25 mph
Bicycle Provision	Sharrow	Sharrow	Shared Lane	Sharrow	Sharrow
Transit Provision	Bus Route	n/a	n/a	n/a	n/a
		C/D			
Assembly Width	19.5 ft.	12 ft.	11 ft.	15 ft.	15 ft.
Public Frontage Type	C,D	C	C	C	C
Transect District	T3, T4, T40	T2O, T3, T4	T3,T4	T4, T5	T4, T5
Curbing — Type	Ranson Type I *	Ranson Type 1 *	Ranson Type 1*	Ranson Type 1*	Ranson Type 1*
Curbing — Radius	35 ft.	25 ft.	25 ft.	25 ft.	25 ft.
Walkway — Width	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
Walkway — Surface	Concrete	Concrete	Concrete	Concrete	Concrete
Walkway — Type / Size	Continuous	Continuous / 5 ft.	Continuous / 5 ft.	Continuous / 5 ft.	Continuous / 5 ft.
Planter — Arrangement	Regular	Regular	Regular	Regular	Regular
Planter — Species	Alternating	Alternating	Alternating	Alternating	Alternating
Planter — Spacing	30 ft. o.c. avg.	30 ft. o.c. avg.	30 ft. o.c. avg.	30 ft. o.c. avg.	30 ft. o.c. avg.
Planter — Surface	Ground cover or grass	Ground cover or grass	Ground cover or grass	Grass	Grass
Planter — Street Tree Size	Large Shade, ornamental	Large Shade	Medium Shade	Medium Shade	Medium Shade
Planter — Width	under overhead utilities	4 ft.	3 ft.	3 ft.	3 ft.
Verge — Lighting Type	4 ft.	Pipe, Column	Post	Post	Post
Verge — Lighting Spacing	Post	50 ft. o.c.	At Intersections	At intersections	At intersections
	At intersections				

AV-100-38 Notes:
1. ROW width varied, planting strip width will vary based on available ROW. All other dimensions remain constant.
2. Where possible, overhead utilities to be relocated underground 3. Building setbacks may vary as req'd to obtain min. separation from overhead utilities. 4. Max. tree height at maturity under overhead utilities shall be 20 feet.
5. All trees to be located a minimum of 10 feet from utility poles.

* Type 111 at all driveways

LAKELAND PLACE at FAIRFAX CROSSING **RANSON, WEST VIRGINIA**
LAND DEVELOPMENT PLAN AND PLAT APPLICATION

ASSEMBLIES
Scale : N.T.S.

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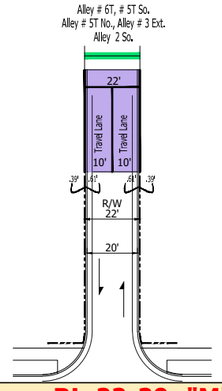
For application purposes only !

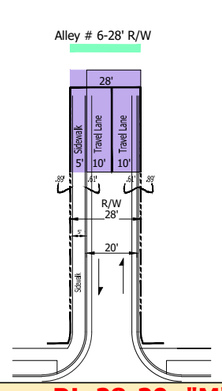
Street Location
Street Map Color

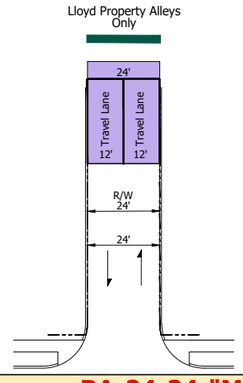
KEY ST-57-20-BL
Thoroughfare Type
Right of way width
Pavement Width
Transportation

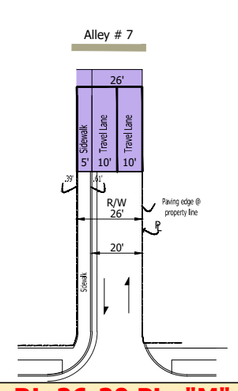
THOROUGHFARE TYPES

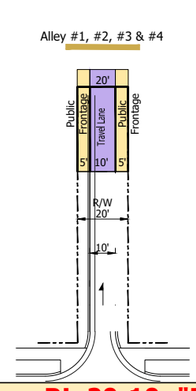
Avenue	AV
Commercial Street	CS
Drive	DR
Street	ST
Rear Alley	RA
Rear Lane	RL

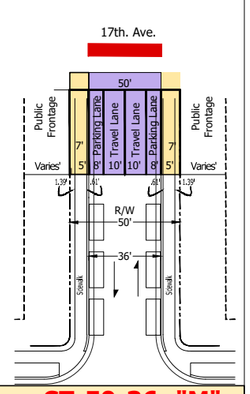












	Assembly Designation	RL-22-20 -"M"	RL-28-20 -"M"	RA-24-24-"M"	RL-26-20.PL -"M"	RL-20-10 -"M"	ST-50-36 -"M"
	Thoroughfare Type	Alley	Alley	Street	Alley	Alley	Street
	Transect District	T2, T3, T4, T5	T2, T3, T4, T5	T2, T3,T4, T5	T2, T3, T4, T5	T4, T5	T2, T3, T4
	Right-of-Way Width	22 ft.	28 ft.	24 ft.	26 ft.	20 ft.	50 ft.
	Pavement Width	20 ft.	20 ft.	24 ft.	20 ft.	10 ft.	36 ft.
	Vehicular Lane(s)	Access Way @ 20 ft.	Access Way @ 20 ft.	Access Way @ 24 ft.	Access Way @ 20 ft.	Access Way @ 10 ft.	Two Lanes; Two way, one lane each way @10 ft.
	Parking Lanes	n/a	n/a	n/a	n/a	n/a	Two lanes parallel @ 8 ft.
	Striping	n/a	n/a	n/a	n/a	n/a	Optional
	Median Width	n/a	n/a	n/a	n/a	n/a	n/a
	Median Planting	n/a	n/a	n/a	n/a	n/a	n/a
	Median Surface	n/a	n/a	n/a	n/a	n/a	n/a
	Target Speed	n/a	n/a	n/a	n/a	n/a	25 mph
	Bicycle Provision	n/a	n/a	n/a	n/a	n/a	Sharrow
	Transit Provision	n/a	n/a	n/a	n/a	n/a	n/a
	Assembly Width	n/a	n/a	n/a	n/a	n/a	12 ft.
	Public Frontage Type	n/a	n/a	n/a	n/a	n/a	C
	Transect District	T2, T3, T4,T5	T2, T3, T4,T5	T2, T3, T4, T5	T2, T3, T4,T5	T4,T5	T2O, T3, T4
	Type	Raised Curb**	Raised Curb**	Raised Curb**	Raised Curb**	Raised Curb**	Ranson Type 1 *
Curbing	Curb Type	Radius	Radius	Radius	Radius	Radius	Radius
	Radius	10ft.	10ft.	10ft.	10ft.	10ft.	25 ft.
	Width	n/a	n/a	n/a	n/a	n/a	5 ft.
Walkway	Surface	n/a	n/a	n/a	n/a	n/a	Concrete
	Type / Size	n/a	n/a	n/a	n/a	n/a	Continuous / 5 ft.
	Arrangement	n/a	n/a	n/a	n/a	n/a	Regular
	Species	n/a	n/a	n/a	n/a	n/a	Alternating
Planter	Spacing	n/a	n/a	n/a	n/a	n/a	30 ft. o.c. avg.
	Surface	grass	grass	grass	grass	grass	Ground cover or grass
	Street Tree Size	n/a	n/a	n/a	n/a	n/a	Large Shade
	Width	n/a	n/a	n/a	n/a	n/a	4 ft.
Verge	Lighting Type	n/a	n/a	n/a	n/a	n/a	Pipe, Column
	Lighting Spacing	n/a	n/a	n/a	n/a	n/a	50 ft. o.c.

** Curb Type varies : Ranson Type 1, or Inverted Crown, No curb or Supelevated with swale to low side, no curb, or Ranson Type 1 curb low side only .

LAKELAND PLACE at FAIRFAX CROSSING **RANSON, WEST VIRGINIA**

LAND DEVELOPMENT PLAN AND PLAT APPLICATION

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LAND DEVELOPMENT PLAN AND PLAT

CRC REPORT
Lakeland Place at Fairfax Crossing

Land Development Plan and Plat
PROJECT: 24-37-LDPP

This report has been prepared by the Consolidate Review Committee (CRC) which includes a technical analysis of this application for compliance with the City's Comprehensive Plan and adopted Ordinances. This report concludes with the recommendation of the CRC and the next steps required to be undertaken by the applicant.

Application Information

Applicant: Piedmont Design Group, LLC, Michael Wiley
Property Owner: Fairfax Crossing Real Estate, LLC, Edward Scott

Project Description

This application is for revisions to the previously approved LDPP.

Location and Site Information

Location: Lakeland Place at Fairfax Crossing
Gross Site Area: 36.44-acre Residue A area only

Sufficiency Review

All those who wish to engage in any business activity, regardless of where they live are required by the City of Ranson to apply for a business license. You can apply by mail or in person for a City Business License. For your convenience, the Business License Application is available online at the City's website or by calling 304-725-1010.

Piedmont Design Group, LLC need to renew their Ranson City Business License and talk to our Finance Department about delinquent taxes owed.

Engineering & Planning Review

1. Please include the total area of the site on the Plat Cover Sheet (Sheet 1) and Existing Condition Sheet (Sheet 3- 4).
2. Please include locations and widths of any existing easements and widths of existing improved or unimproved streets and alleys in the Existing Conditions Sheet (Sheet 3).
3. Per the Code of Ordinance Chapter 19A Article 3 Table 3, the T4 Transect District acre percentage must be inside the range of 20-50%. The Plat proposes a 57.22%-acre percentage to the T4 Transect District. (Sheet 6)

Addressing Review

No comments.

Next Steps

If there are any questions, please contact Reiley Stanley, rstanley@ransonwv.us, 304-724-3861 to set up a meeting.

Thank you,
City of Ranson
Community Development Department

PIEDMONT
DESIGN GROUP

5283 Corporate Drive, Suite 300
Frederick, Maryland 21703
(P) 301-695-6614 (F) 301-695-6645
www.piedmontdesigngroup.com

September 12, 2024

Ms. Reilley Stanley, Planner
City of Ranson
312 S. Mildred St.
Ranson, WV 25438

Re: Fairfax Crossing at Lakeland Place
Project # 22-77-CD
Review letter dated 8/21/2024

Dear Ms. Stanley:

The following is a point by point response to the aforementioned review :

1. We have added site areas to plat cover, and sheets 3 & 4;
2. We have added the existing street easements to sheet 3;

3. From sheet 6:

Table 3 Compliance:

COMMUNITY 1: VILLAGE – MEDIUM INTENSITY

T ZONES			
	Acreage	Percentage	
T1	1.36	1.60%	N/A
T3	17.94	20.80%	30% Max.
T4	49.33	57.22%	30-60%
T5	17.57	20.38%	5-25%
Net Site Area	86.22	100.%	

It looks like the comment in regards to percentage not being within the Code do appear to be in compliance with the Smart Code table 3 (see attached.)

Please review the enclosed. If you have any questions, feel free to email me at peterandrulis@gmail.com or call me at (717) 333-0388.

Sincerely,
PIEDMONT DESIGN GROUP, LLC

Peter S. Andrulis, RLA
Senior Land Planner

TABLE 2. COMMUNITY UNIT CONFIGURATION

COMMUNITY UNIT	INTENSITY	LOCATION	ACREAGE	PEDESTRIAN SHED (TABLE 4)			
				SHP	SP	LSP	LP
HAMLET	LOW	Hamlets should be situated along or adjacent to regional thoroughfares, and are usually standing free in the landscape.	10 – 30	■			
	MEDIUM		20 – 50	■	■		
VILLAGE	LOW	Villages should be situated adjacent to towns and cities, along or adjacent to existing regional thoroughfares and transit that will support a medium intensity, mixed-use neighborhood.	40 – 100	■	■		
	MEDIUM		80 – 160		■	■	
	HIGH		100 – 200		■	■	
TOWN CENTER	LOW	Town centers should be situated adjacent to existing neighborhoods, along or adjacent to existing regional thoroughfares and transit that will support an urban, mixed-use center.	40 – 100		■		
	MEDIUM		80 – 160		■	■	■
	HIGH		100 – 200			■	■

TABLE 3. SC-NC PLAN REQUIREMENTS

TYPE	INTENSITY	TRANSECT DISTRICT PERCENTAGES							CIVIC SPACE PERCENTAGE	BLOCK SIZE
		T1	T2		T3	T4		T5		
			R	O	R	L	O	L	O	
HAMLET	LOW	30% max.	10 – 30%	10 – 20%	10 – 30%	10 – 20%	10% max.	n/a	n/a	5 – 20%	8 – 10 acres
	MEDIUM	20% max.	10 – 20%	20 – 30%	10 – 20%	10 – 30%	10% max.	n/a	n/a	5 – 20%	8 – 10 acres
VILLAGE	LOW		50% max.	50% max. *	10 – 30%	30 – 60%	10% max.	10% max.	20% max.	5 – 20%	5 – 8 acres
	MEDIUM		40% max.		30% max.	30 – 60%	20% max.	20% max.	5 – 25%	5 – 20%	5 – 8 acres
	HIGH		30% max.		20% max.	40 – 60%	30% max.	30% max.	10 – 30%	5 – 20%	5 – 8 acres
TOWN CENTER	LOW				30% max.	40 – 60%	20% max.	20% max.	10 – 20%	5 – 20%	5 acres max.
	MEDIUM				20% max.	40 – 60%	30% max.	30% max.	20 – 30%	5 – 20%	5 acres max.
	HIGH				10% max.	30 – 40%	20% max.	40% max.	30 – 40%	5 – 20%	5 acres max.

* Note: Village T2-O maximums may contribute to T4 minimums.

LAND DEVELOPMENT PLAN AND PLAT

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Land Development Plan and Plat
PROJECT: 24-37-LDPP

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Thank you,
City of Ranson
Community Development Department

LEGAL NOTICE
PUBLIC HEARING NOTICE
CITY OF RANSON

The Ranson Planning Commission will hold a public hearing on May 11, 2026 at 7:00 pm at Ranson City Hall, 312 S. Mildred Street, Ranson, WV. The purpose of the public hearing is to accept public comments on the Land Development Plan and Plat for the proposed Lakeland Place at Fairfax Crossing revision. 36.44-acre accessible from Fairfax Boulevard, North and South, along with potential future access from 16th Avenue. Parcel ID 19-08-0008-0001-0002. Copies of the proposed Land Development Plan and Plat are available during regular office hours of 8:00 am – 4:00 pm weekdays, excluding holidays, at City Hall.

All persons are invited to attend and make comments about the proposed Land Development Plan and Plat. If you cannot attend but wish to comment, you may write to the following address prior to May 8, 2026: City of Ranson, Attn: Community Development Department, 312 S. Mildred Street, Ranson, WV 25438 or email cityclerk@ransonwv.us. Written comments received prior to May 8, 2026, will be provided to the Planning Commission and inserted into the official record.

AGENDA ITEM IV.1

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: PLANNING COMMISSION BUSINESS

SUBJECT: Legal update reference to Huntwell WV, LLC v. City of Ranson et. al., (Possible executive session.)

The City's legal counsel requires guidance from the City Council to proceed with the legal matter concerning the Huntwell WV, LLC case.

ATTACHMENTS:

AGENDA ITEM IV.2

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: PLANNING COMMISSION BUSINESS

SUBJECT: Legal Update Ref: Fairfax Crossing Real Estate, LLC v. City of Ranson, et. Al. (Possible Executive Session)

ATTACHMENTS: