



TANEY COUNTY PLANNING COMMISSION

P. O. Box 383 • Forsyth, Missouri 65653
Phone: 417 546-7225 / 7226 • Fax: 417 546-6861
website: www.taneycounty.org

AGENDA

TANEY COUNTY PLANNING COMMISSION

PUBLIC HEARING

TUESDAY, NOVEMBER 13, 2012, 6:00 P.M.

COUNTY COMMISSION HEARING ROOM

TANEY COUNTY COURTHOUSE

Call to Order:

Establishment of Quorum
Explanation of Meeting Procedures
Presentation of Exhibits

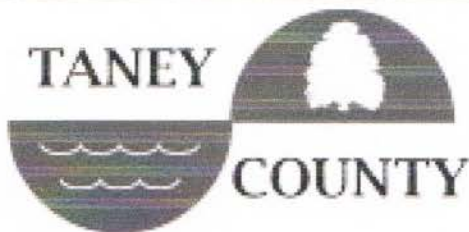
Public Hearing:

Copper Run Distillery

Old and New Business:

Dave Faucett, Southwest Missouri Council of Governments
Suitability Analysis

Adjournment.



TANEY COUNTY PLANNING COMMISSION

DIVISION III SPECIAL-USE PERMIT STAFF REPORT

HEARING DATE: November 13, 2012

CASE NUMBER: 2012-0019

PROJECT: Copper Run Distillery – Liquor Sales by-the-Drink

APPLICANT: James Blansit

LOCATION: The subject property is located at 1901 Day Road, Walnut Shade, MO; Jasper Township; Section 7, Township 24, Range 21.

REQUEST: The applicant, James Blansit is requesting the approval of a Division III Special-Use Permit in order to allow for the sale of alcoholic beverages by-the-drink, exceeding a 12% alcoholic content.

BACKGROUND and SITE HISTORY:

On May 19, 2008 the Planning Commission approved Division III Permit # 2008-0031 authorizing the construction of a 2,016 square foot building with a cellar, to be utilized for the production of distilled spirits, at 1901 Day Road, Walnut Shade, MO. The Copper Run Distillery holds one of nearly 300 distilled spirits plant licenses nationwide and is among four (4) in Missouri, according to the American Distilling Institute. The Copper Run Distillery has received authorization from the Missouri Division of Alcohol & Tobacco Control, for the production, and the wholesale and retail sales of distilled spirits; as well as a separate liquor license for the sales of liquor by the drink. During the May 12, 2008 Public Hearing, the applicant indicated to the Planning Commission that the proposed use would not involve the sales of alcoholic beverages by-the-drink. At that time, the applicant had obtained a license allowing for both wholesale and retail distribution but a license was not originally obtained for alcohol sales by-the-drink. However, as a part of this original Division III Permit, free tasting was to be allowed for the purpose of purchasing the distilled spirits by the bottle or barrel.

The applicant is now requesting the approval of a Division III Special-Use Permit in order to allow for the sale of alcoholic beverages by-the-drink, exceeding a 12% alcohol content. On August 9, 2012 Division II Permit # 2012-0015 was issued for the construction of 360 square foot front porch addition and on September 6, 2012 Division II Permit # 2012-0017 was issued for the construction of 2,376 square foot rear patio addition, in order to allow for a new outdoor seating area.

The current application was approved for Concept on October 15, 2012.

GENERAL DESCRIPTION:

The approximately 1.4 acre meets and bounds described parcel of property (per the Assessor's information) contains the existing Copper Run Distillery. The applicant is also leasing the approximately 7.9 acre adjoining parcel of property under the ownership of the Blansit Family Trust, which is being utilized as the customer parking area for the business.

The Copper Run Distillery is open to the general public from 10:00 AM to 7:00 PM Monday through Saturday and 11:00 AM to 7:00 PM on Sunday. The business is open for private events from 7:00 PM to 12:00 Midnight, primarily on the weekends. A number of acoustical music groups perform indoors, primarily on weekend afternoons.

REVIEW:

The Taney County Development Guidance Code states that, "Any business, operation, or establishment that sells alcoholic beverages by-the-drink and which exceed a 12% alcoholic content shall be required to acquire a Special-Use permit." This requirement does not apply to package liquor sales or by-the-drink sales that do not exceed 12% alcohol content.

The Copper Run Distillery is in compliance with the provisions of Section 4.6.1. (**Alcoholic Beverage Sales**), in which the establishment must be at least 1000 feet from any school or church,

The property is currently served by a private well and an on-site wastewater treatment system. Scott Starrett, Taney County On-site Wastewater Permit personnel has issued a letter indicating that, "After research on your past permit # 08-084 and an onsite visit I have determined you should have a satisfactory onsite system for the use you are presently asking for from the Taney County Planning."

The Western Taney County Fire District has indicated that the Copper Run Distillery will have a maximum seating capacity for 51 people. The existing parking area will contain at least 19 parking spaces, meeting the requirements of the Taney County Development Guidance Code, which requires 1 parking space for every 3 fixed seats and/or 30 square feet of assembly area, plus 1 space for every 2 employees on the largest work shift (approximately 19 required spaces, total).

The project received a total score of -7 on the Policy Checklist, out of a maximum possible score of 59. The relative policies receiving a negative score consist of right-of-way on existing roads, emergency water supply, solid waste disposal service, utilities and traffic.

SUMMARY:

If the Taney County Planning Commission approves this request, the following requirements shall apply, unless revised by the Planning Commission:

1. Compliance with the provisions of the Taney County Development Guidance Code.
2. Compliance letters from the Western Taney County Fire Protection District and the Taney County Health Department; including all other entities which have requirements governing a development of this nature shall be provided to the Planning Department office (Chapter VI-VII).
3. No outside storage of equipment or solid waste materials.
4. This decision is subject to all existing easements.
5. A twenty-five (25) foot wide vegetative buffer shall be maintained between the distillery structure and the adjoining residence to the north-east.
6. If music, whether live or reproduced, is used for entertainment the sound levels shall not be such as to be a nuisance to any existing residences.
7. All light sources within the facility shall be arranged so that no direct illumination leaves the site toward adjacent residential areas or any roadways.
8. The Copper Run Distillery shall be open to the general public from 10:00 AM to 7:00 PM Monday through Saturday and 11:00 AM to 7:00 PM on Sunday. The business shall be open for private events from 7:00 PM to 12:00 Midnight.
9. This Decision of Record shall be filed with the Taney County Recorder's Office within 120 days or the approval shall expire (Chapter II Item 6).



TANEY COUNTY PLANNING COMMISSION

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10/25/2012

James Blansit

1935 Day Road

Walnut Shade, Mo 65771

Mr. Blansit,

After research on your past permit #08-084 and an onsite visit I have determined you should have a satisfactory onsite system for the use you are presently asking for from the Taney County Planning. With an estimated 5GPD per seat and a 50 seat capacity you would have a daily flow of 250 gallons per day. $250 \text{ GPD} / .4 \text{ soil absorption rate (the soil had a suitable rating of .4 to 56")} = 625 \text{ sq ft of trench}$. Permit # 08-084 shows 630 sq ft of trench bottom. This was confirmed with an onsite visit and conversation with Mr. Blansit on 10/24/2012.

If more uses or a major expansion is planned in the future you may need to plan on expanding your waste water system or add a separate system to accommodate this. Good luck on your new progress and call if you have future concerns or questions.

A handwritten signature in cursive script that reads "Scott Starrett".

Scott Starrett

On-site Wastewater Permits

Division I&II Inspector

Code Enforcer

Taney County Planning

(417) 546-7225

COPY

Land Lease for Parking

THIS LEASE made and entered into as of this 1st day of July 2012, between **Blansit Family Trust**, referred to as "Landlord" and **Copper Run Distillery LLC**, a Missouri limited liability company, referred to as "Tenant."

In consideration of the terms, covenants and conditions hereof, Landlord and Tenant covenant and agree that all previous leases have been terminated and their relationship with respect to the leased Property shall be as follows:

1. **PROPERTY.** Landlord leases to Tenant, and Tenant leases from Landlord, that certain Property described as follows:

**7.90 acres of land described as Tract 2 in a deed recorded in Book 2010
Page 47614 in the Taney County Land Records, as depicted on Exhibit A**

2. **TERM AND RENEWAL.** The term of this Lease shall commence on the Commencement Date of July 1, 2012. The term of this lease shall terminate at the end of the 60th full month after the Commencement Date.

This lease may be renewed for one additional 5-year term at a rent equal to 110% of the rent described in Section 3 below.

3. **RENT.** For the initial term of this Lease, beginning on the Commencement Date, Tenant agrees to pay Landlord, the sum of \$_____ per year. Tenant's premiums for insurance and obligation to pay ad valorem taxes shall be considered as additional rent, though payable to third parties by Tenant.

4. **LATE CHARGES.** If Tenant shall fail to pay any rent when the same is due and payable, or any other amounts or charges due to Landlord under the terms of this Lease, then Tenant agrees to pay late charges as follows: If rent is not received by the 5th day of the respective month, then a late charge of \$50 will be assessed on the 5th day of each month, and \$50 per day will accrue thereafter until payment is made in full.

5. **USE OF PROPERTY BY TENANT.** Tenant shall use the Property solely for the purpose of parking for Tenant's adjacent distillery and related signage and lighting.

Tenant shall not perform any acts or carry on any practices that may injure the all or any part of the Property or be a nuisance or menace to lawful activities on neighboring properties. Tenant shall not permit the Property to be used in any way that would, in the opinion of the Landlord, be hazardous or would in any way increase insurance premiums for the Property.

6. **FIXTURES AND ALTERATIONS.** Tenant may, at its own cost and expense with Landlord's approval, install crushed rock, paving, drainage facilities, car stops, and signs. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. All approved alterations and additions and improvements made by Tenant, except for personal property and movable trade fixtures and equipment, shall become property of Landlord upon their installation and shall not thereafter be removed unless Landlord has specifically agreed in writing that Tenant may remove any such alterations, additions or improvements.

7. **TAXES.** Tenant shall pay the current year's ad valorem taxes on the Property by December 31 of each year, including the entire amount without proration of the 2012 taxes. Tenant shall be solely responsible for and promptly pay all personal property taxes and all sales and use taxes that may be levied or assessed by any lawful authority relating to activities on the Property.

8. **UTILITIES.** Tenant shall be solely responsible for and promptly pay all charges for any utilities and trash pickup for the Property.

9. **MAINTENANCE OF PROPERTY.** Tenant shall at all times maintain the Property in good condition and repair and remove all trash regularly.

If Tenant refuses or neglects to maintain the Property as required hereunder as soon as reasonably possible after written demand, and to the reasonable satisfaction of Landlord, Landlord may perform such maintenance and make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's cost of making such repairs plus an additional 15% administration charge upon presentation of a bill, as additional rent.

10. **INSURANCE.** Tenant shall, during the entire term of this Lease, keep in full force and effect policies of :

- (a) Public liability and property damage liability insurance with respect to the Property and the business operated by Tenant on and adjacent to the Property, in which the limits of public liability shall not be less than \$1 million per person and \$1 million per accident and in which the property damage liability shall not be less than \$500,000.
- (b) To the extent available, dramshop liability coverage.

All insurance policies shall name Landlord, any person, firms or corporations designated by Landlord and Tenants as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days' prior written notice. The insurance shall be in an insurance company reasonably approved by Landlord and a certificate of insurance naming Landlord as additional insured shall be delivered to Landlord.

11. **WAIVER OF SUBROGATION.** All policies of insurance pertaining to the Property and its contents shall be endorsed to provide that the insurance company may not subrogate with respect to insurance carried by Tenant against Landlord, it being agreed that neither Tenant nor Tenant's insurance company shall have any right of action against Landlord for any loss or damage to Tenant's property in or about the Property which loss or damage is in fact covered by insurance carried by Tenant. Similarly, all policies of insurance pertaining to the Property and its contents shall be endorsed to provide that the insurance company may not subrogate with respect to insurance carried by Landlord against Tenant, it being agreed that neither Landlord nor Landlord's insurance company shall have any right of action against Tenant for any loss or damage to Landlord's property which loss or damage is in fact covered by insurance carried by Landlord.

12. **INDEMNIFICATION.** Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with personal injury or damage to property arising from or out of any occurrence in, upon, or at the Property.

Landlord will indemnify and hold Tenant harmless from and against any and all claims, actions, damages, liability and expense imposed or levied against Tenant by any governmental authority as a result of Landlord's failure to comply with all applicable government requirements, including those of the Americans With Disabilities Act, or any injury or damage to person or property caused by or resulting from any willful act or omission of Landlord, except to the extent of Tenant's contributory negligence or willful act or omission.

13. ASSIGNMENT AND SUBLETTING. Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Property without obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or subletting without Landlord's consent in writing shall be void.

14. GOVERNMENTAL REGULATIONS. Tenant, at Tenant's expense, shall comply will all laws, orders, ordinances, regulations and requirements of legally constituted authorities applicable to Tenant's use and occupancy of the Property, regardless of when they become effective. Tenant shall not cause or permit any hazardous materials to be brought upon, kept or used in or about the Property by Tenant, its agents, employees, contractors, or invitees without the prior written consent of Landlord.

15. DEFAULT BY THE TENANT. Each of the following events shall constitute default or breach of this Lease by Tenant:

- (a) Failure by Tenant to pay any rental due hereunder after the same shall be due, provided that Tenant shall have 5 days after the date of any notice of non-payment to pay rental amounts, and
- (b) any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than 10 days after written notice of such default shall have been given to Tenant.

In the event of any default, Landlord shall have the right to cancel and terminate this lease and all of Tenant's rights, title and interest hereunder, by giving Tenant not less than 10 days' prior written notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and all rights, title and interest of Tenant hereunder, shall terminate in the manner and with the same force and effect, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined. In the event of non-payment of monthly installments of rent (including common area maintenance charges) when due, a default will have occurred five days after the date of a notice of default is sent to Tenant and no other notice to Tenant is required.

Landlord, besides other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Property without service of notice or resort to legal process and without breaching the peace and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, unless such loss or damage is cause by the negligence of Landlord.

The duties and liabilities of the parties, if the Property is relet as provided herein, shall be as follows: In addition to Tenant's liability to Landlord for the difference in rent upon reletting, Tenant shall be liable for all reasonable expenses of the reletting, all real estate commissions paid for the reletting, and for the alterations and repairs reasonably made to enable Landlord to relet the Property. Should Landlord at any time terminate this Lease for breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach.

16. **HOLDING OVER.** In the event Tenant continues to occupy the Property after the last day of the Lease Term, the rental thereafter shall be two times the monthly rent in Paragraph 2 of this Lease. If Landlord elects to accept said rental, a tenancy from month to month shall be created at two times the rental in Paragraph 2 of this Lease and upon the same other terms and conditions existing on the last day of the Lease Term as herein provided.

17. **ENFORCEMENT.** In the event either party obtains legal counsel to enforce any right under this Lease or to obtain relief for the breach of any term, condition or covenant herein, the prevailing party shall be entitled to recover the reasonable costs and expenses of such proceedings, including reasonable attorney fees, whether or not a law suit is actually filed. In addition, Landlord and Tenant each waive the right to trial by jury in any legal proceeding for enforcement of this Lease, for termination of this Lease or for possession of the Property.

18. **RIGHT OF ENTRY.** Landlord or Landlord's agents shall have the right to enter the Property at reasonable times to examine the same, and to show them to prospective purchasers or tenants of the Property, and to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, provided that Landlord gives Tenant reasonable notice prior to such entry, except in the event of a bona fide emergency.

19. **LANDLORD'S COVENANT.** Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Property of the term hereby demised.

20. **AMENDMENTS.** It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Lease, and no alterations, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Lease. This provision shall not apply to changes of address for forwarding of notice or rental payments.

21. **HEADINGS.** The headings heretofore intended as guides and shall not be construed as having any legal effect.

22. **HEIRS, SUCCESSORS AND ASSIGNS.** Each and every obligation contained in this Lease shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the authorized representatives of the parties have caused this lease to be executed in duplicate counterparts.

Blansit Family Trust, Landlord

By James Blansit
James Blansit, Trustee

7/1/2012
date

Copper Run Distillery, LLC

By James D. Blansit
James Blansit, Managing Member

7/1/12
date

MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE

THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW

LIQUOR MANUFACTURER SOLICITOR	180167	\$450.00
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EXPIRATION DATE: JUNE 30, 2013

EFFECTIVE DATE: JULY 1, 2012 TANEY
BUS. STRUCTURE: LMTD LIABILITY
MANAGING OFFICER OR PARTNERS: JAMES D BLANSIT

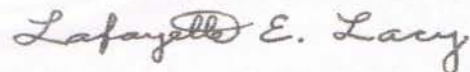
SPECIAL PERMITS:

ALL OF A TWO STORY BUILDING, 1901 DAY ROAD, WALNUT SHADE, MO.

RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.



DIRECTOR OF PUBLIC SAFETY



SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

COPPER RUN DISTILLERY LLC
COPPER RUN DISTILLERY
1935 DAY ROAD
WALNUT SHADE, MO 65771

LICENSE NOT TRANSFERABLE

MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE

THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW

LIQUOR WHOLESALER SOLICITOR

191374

\$500.00

EXPIRATION DATE: JUNE 30, 2013

EFFECTIVE DATE: JULY 1, 2012

TANEY


BUS. STRUCTURE: LMTD LIABILITY

MANAGING OFFICER OR PARTNERS: JAMES D BLANSIT

SPECIAL PERMITS:

ALL OF A TWO STORY BUILDING, 1901 DAY ROAD, WALNUT SHADE, MO.

RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.



DIRECTOR OF PUBLIC SAFETY



SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

COPPER RUN DISTILLERY LLC
COPPER RUN DISTILLERY
1935 DAY ROAD
WALNUT SHADE MO 65771

LICENSE NOT TRANSFERABLE

MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE

THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW

RETAIL LIQUOR BY DRINK

186306

\$300.00

EXPIRATION DATE: JUNE 30, 2013

EFFECTIVE DATE: JULY 1, 2012 TANEY
BUS. STRUCTURE: LMTD LIABILITY
MANAGING OFFICER OR PARTNERS: JAMES D BLANSIT

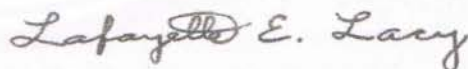
SPECIAL PERMITS:

ALL OF THE FRONT ROOM ON THE LOWER LEVEL OF A TWO STORY BLDG.,
1901 DAY RD., WALNUT SHADE, MO.

RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.



DIRECTOR OF PUBLIC SAFETY



SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

COPPER RUN DISTILLERY LLC
COPPER RUN DISTILLERY
1901 DAY ROAD
WALNUT SHADE, MO 65771

LICENSE NOT TRANSFERABLE

Copper Run Distillery - Alcohol Sales by the Drink		Permit#:	12-19		
Division III Relative Policy Scoring Sheet: Eastern Taney County		Performance Value	Importance Factor	Score	Section Score
Water Quality					
SEWAGE DISPOSAL	n/a=				
centralized system		2	5	0	0
on-site treatment system(s) with adequate safeguards to mitigate pollution		1			
septic system of adequate design and capacity		0			
proposed system may not provide adequate capacity		-1			
proposed solution may cause surface and/or ground water pollution		-2			
Environmental Policies					
STORM DRAINAGE	n/a=	x			
on-site stormwater retention and absorption with engineered plans		2	4		
on-site stormwater retention and absorption without engineered plans		1			
stormwater retention with managed and acceptable run-off		0			
no stormwater retention, but adverse impacts from run-off have been mitigated		-1			
no acceptable management and control of stormwater run-off		-2			
AIR QUALITY	n/a=	x			
cannot cause impact		0	4	0	
could impact but appropriate abatement installed		-1			
could impact, no abatement or unknown impact		-2			
Critical Areas					
PRESERVATION OF CRITICAL AREAS	n/a=	x			
no adverse impact to any designated critical area		2	3		
one of the designated critical areas impacted but can be fully mitigated		1			
more than one of the designated critical areas impacted but can be fully mitigated		0			
one or more of the designated critical areas impacted and mitigation not fully effective		-1			
one or more of the designated critical areas impacted with no ability to mitigate problem		-2			
Land Use Compatibility					
OFF-SITE NUISANCES	n/a=				
no issues		2	4	0	0
minimal issues, but can be fully mitigated		1			
issues that can be buffered and mitigated to a reasonable level		0			
buffered and minimally mitigated		-1			
cannot be mitigated		-2			
USE COMPATIBILITY	n/a=				
no conflicts / isolated property		0	4	0	0
transparent change / change not readily noticeable		-1			
impact readily apparent / out of place		-2			

Copper Run Distillery - Alcohol Sales by the Drink		Permit#:	12-19		
Division III Relative Policy Scoring Sheet: Eastern Taney County		Performance Value	Importance Factor	Score	Section Score
STRUCTURAL SCREENING OF ROOFTOP EQUIPMENT & VENTS		n/a=	x		
no rooftop equipment / vents or blocked from view by structure design or screening		0	3		
partially blocked from view		-1			
exposed / not blocked from view		-2			
STRUCTURAL SCREENING OF SOLID WASTE CONTAINERS		n/a=			
no on-site waste containers or blocked from view by structure design or screening		0	3	0	0
partially blocked from view		-1			
exposed / not blocked from view		-2			
STRUCTURAL SCREENING OF OUTDOOR EQUIP, STORAGE, ETC.		n/a=			
no outdoor storage of equipment, materials, etc., or outdoor work areas		2	3	1	3
blocked from view by structure design		1			
blocked from view using screening		0			
partially blocked from view		-1			
exposed / not blocked from view		-2			
LANDSCAPED BUFFERS -- RESIDENTIAL		n/a=	x		
approved landscaped buffer between homes and all streets / roads / highways		2	2		
approved landscaped buffer from major roads / highways only		1			
minimal landscaped buffer, but compensates with expanse of land		0			
no landscaped buffer between residences and local streets		-1			
no landscaped buffer from any road		-2			
LANDSCAPED BUFFERS - INDUSTRIAL		n/a=	x		
approved landscaped buffer from public roads		0	3		
minimal landscaped buffer, but compensates with expanse of land		-1			
no landscaped buffer from public roads		-2			
Local Economic Development					
AGRICULTURAL LANDS		n/a=			
no conversion of Class I-IV agricultural land to other use(s)		0	1	0	0
development requires reclassification of Class I-IV agricultural land to other use(s)		-2			
RIGHT TO FARM		n/a=			
does not limit existing agricultural uses / does not cause nuisance, predation		0	3	0	0
does not limit existing agricultural uses, but may result in minor nuisance		-1			
potential impact(s) on existing agricultural land		-2			
RIGHT TO OPERATE		n/a=	x		
no viable impact on existing industrial uses by residential development		0	2		
potential impact but can be mitigated		-1			
potential impact on existing industrial uses with no mitigation		-2			

Copper Run Distillery - Alcohol Sales by the Drink		Permit#:	12-19		
Division III Relative Policy Scoring Sheet: Eastern Taney County		Performance Value	Importance Factor	Score	Section Score
DIVERSIFICATION		n/a=			
creates >=5 full-time, year-round jobs outside of recreation / resort sector		2	4	1	4
creates full-time, year-round and seasonal jobs		1			
creates seasonal jobs only		0			
Site Planning, Design, Occupancy					
RESIDENTIAL PRIVACY		n/a=	x		
privacy provided by structural design, or not applicable		2	2		
privacy provided by structural screening		1			
privacy provided by landscaped buffers		0			
privacy provided by open space		-1			
no acceptable or effective privacy buffering		-2			
MIXED-USE DEVELOPMENTS		n/a=	x		
uses / functions are compatible or not applicable		2	3		
uses / functions are integrated and separated based on compatibility		1			
uses / functions differ minimally and are not readily apparent		0			
uses / functions poorly integrated or separated		-1			
uses / functions mixed without regard to compatibility factors		-2			
Commercial Development					
DEVELOPMENT PATTERN / BUFFERING		n/a=			
approved and effectively designed landscaped buffers between structures and all roads		2	4	1	4
minimal landscaped buffering, but compensates with expanse of land		1			
minimal landscaped buffering		0			
no landscaped buffering, but utilizes expanse of land		-1			
no or inadequate buffering or separation by land		-2			
Services - Capacity and Access					
UTILITIES		n/a=			
adequate utilities capacity as evidenced by letter from each utility		0	4	-1	-4
adequate utilities capacity without formal letter from each utility or not from all utilities		-1			
inadequate information to determine adequacy of utilities		-2			
TRAFFIC		n/a=			
no impact or insignificant impact on current traffic flows		0	2	-1	-2
traffic flow increases expected but manageable using existing roads and road accesses		-1			
traffic flow increases exceed current road capacities		-2			
EMERGENCY SERVICES		n/a=			
structure size and/or access can be serviced by emergency equipment		0	3	0	0
structure size and/or access may impede but not hinder serviceability		-1			
structure size and/or access could be problematic or non-serviceable		-2			

Copper Run Distillery - Alcohol Sales by the Drink		Permit#:	12-19		
Division III Relative Policy Scoring Sheet: Eastern Taney County		Performance Value	Importance Factor	Score	Section Score
RIGHT-OF-WAY OF EXISTING ROADS		n/a=			
greater than 50 ft. right-of-way	1	5	-1	-5	
50 ft. right-of-way	0				
40 ft. right-of-way	-1				
less than 40 ft. right-of-way	-2				
Internal Improvements					
WATER SYSTEMS		n/a=			
central water system meeting DNR requirements for capacity, storage, design, etc.	2	3	0	0	
community well / water system meeting DNR requirements	1				
private wells meeting DNR requirements	0				
private wells not meeting any established standards	-1				
individual / private wells	-2				
EMERGENCY WATER SUPPLY		n/a=			
fire hydrant system throughout development with adequate pressure and flow	0	5	-2	-10	
fire hydrant system with limited coverage	-1				
no fire hydrant system	-2				
PEDESTRIAN CIRCULATION		n/a=	x		
paved and dedicated walkways (no bicycles) provided throughout development	2	4			
paved walkways provided throughout development / maybe shared with bicycles	1				
designated walkways provided but unpaved	0				
no pedestrian walkways, but green space provided for pedestrian use	-1				
no designated pedestrian walkway areas	-2				
PEDESTRIAN SAFETY		n/a=	x		
separation of pedestrian walkways from roadways by landscape or structural buffer	2	2			
separation of pedestrian walkways from roadways by open land buffer	1				
pedestrian walkways abut roadways with no buffering / protection	0				
BICYCLE CIRCULATION		n/a=	x		
dedicated / separate bike-ways with signage, bike racks, trails	2	1			
bicycle lanes shared with pedestrian walkways but separated by markings / signs	1				
no designated bike-ways	0				
UNDERGROUND UTILITIES		n/a=			
all utilities are provided underground up to each building / structure	2	4	2	8	
all utilities traverse development underground but may be above ground from easement	1				
utilities above ground but / over designated easements	0				
utilities above ground and not within specific easements	-1				
no specific management of utilities	-2				

Division III Relative Policy Scoring Sheet: Eastern Taney County	Performance Value	Importance Factor	Score	Section Score
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Open-Space Density				
USABLE OPEN SPACE	n/a=	x		
residential developments (>25 units) include more than 25% open recreational space		2	2	
residential developments (>25 units) offer >10% but <25% open recreational space		1		
recreational area provided, but highly limited and not provided as open space		0		
no designated recreational space provided, but open space available		-1		
no open recreational space provided		-2		
Solid Waste Disposal				
SOLID WASTE DISPOSAL SERVICE AVAILABILITY	n/a=			
weekly service is available and documentation of availability provided		0	5	-1
weekly service reportedly available but not documented		-1		
centralized, on-site trash collection receptacles available		-2		
SOLID WASTE DISPOSAL SERVICE COMMITMENT	n/a=	x		
restrictive covenants provide for weekly disposal for each occupied structure		0	5	
services available but not a requirement documented in covenants		-1		
not applicable / no pick-up service provided		-2		

Total Weighted Score= -7
Maximum Possible Score= 59
Actual Score as Percent of Maximum= -11.9%
Number of Negative Scores= 5
Negative Scores as % of Total Score= 14.3%

Scoring Performed by:
Bob Atchley / Bonita Kissee

Date:
October 24, 2012

Eastern District Relative Policies: Division III Permit

Project: Copper Run Distillery - Alcohol Sales by the Permit: 12-19

	Max. Possible	As Scored	%	Total Negative Scores	
Scoring	59	-7	-11.9%	5	31.3%

	Max. Possible	As Scored	Negative Scores	
			Number of	Percent
Importance Factor 5	5	-20	3	100.0%
sewage disposal				
right-of-way / roads	5	-5		
emergency water supply	0	-10		
waste disposal service	0	-5		
waste disposal commitment				
Importance Factor 4	32	12	1	16.7%
stormwater drainage				
air quality				
off-site nuisances	8	0		
use compatibility	0	0		
diversification	8	4		
development buffering	8	4		
utilities	0	-4		
pedestrian circulation				
underground utilities	8	8		
Importance Factor 3	12	3		
preservation of critical areas				
screening of rooftop equip				
screening / waste containers	0	0		
screening of outdoor equip	6	3		
industrial landscape buffers				
right to farm	0	0		
mixed-use developments				
emergency services	0	0		
water systems	6	0		
Importance Factor 2	0	-2	1	100.0%
residential landscape buffers				
right to operate				
residential privacy				
traffic	0	-2		
pedestrian safety				
usable open space				
Importance Factor 1				
agricultural lands	0	0		
bicycle circulation				

Scoring by: Bob Atchley / Bonita Kisse
 Date: October 24, 2012

Project: Copper Run Distillery - Alcohol Sales by the Drink

Permit#: 12-19

Policies Receiving a Negative Score	
Importance Factor 5:	right-of-way / roads emergency water supply waste disposal service
Importance Factor 4:	utilities
Importance Factor 3:	none
Importance Factor 2:	traffic
Importance Factor 1:	none

Scoring by: *Bob Atchley / Bonita Kisse*

Date: *October 24, 2012*