

**CITY OF DELAWARE  
CITY COUNCIL  
CITY COUNCIL CHAMBERS  
1 SOUTH SANDUSKY STREET  
7:00 P.M.**

**AGENDA**

REGULAR MEETING

January 22, 2018

1. ROLL CALL
2. INVOCATION – Pastor Deb Patterson, First Presbyterian Church
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held on January 8, 2018, as recorded and transcribed.
5. CONSENT AGENDA
  - A. Acceptance of the Motion Summary of the Sister City Advisory Board meeting that was held on April 11, 2017 and October 10, 2017.
  - B. Acceptance of the Motion Summary of the Parks and Recreation Advisory Board meeting that was held on November 21, 2017.
  - C. Acceptance of the Motion Summary of the Planning Commission meeting that was held on December 6, 2017.
  - D. Resolution No. 18-06, a resolution amending Resolution No. 18-04, appointing Council Members to various Committees, Commissions, and/or Boards.
  - E. Resolution No. 18-07, a resolution authorizing the City Manager to enter into an amendment of the Security Agreement arising out of the Revolving Loan Fund (RLF) Loan Agreement with V&P Hydraulics, LLC for the purpose of purchasing land and machinery and equipment at 1700 Pittsburgh Drive.
  - F. Establish February 12, 2018 at 7:20 p.m. as a date and time for a public hearing and second reading for Ordinance No. 18-04, an ordinance repealing and replacing Section 108.02 and Section 108.04 of the City of Delaware Administrative Code establishing general rules and regulations for the disposition of personal property.
  - G. Establish February 12, 2018 at 7:25 p.m. as a date and time for a public hearing and second reading for Ordinance No. 18-05, an

ordinance for Fischer Homes for approval of a temporary sales trailer at The Ravines at Olentangy located on the north side of Curve Road just east of Armstrong Road on property zoned R-3 PMU (One Family Residential District with a Planned Mixed Use Overlay).

6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. INTRODUCTION
  - A. Blake Jordan, Public Utilities Director
9. PRESENTATIONS
  - A. Delaware General Health District Update– Sheila Hiddleson, Health Commissioner
10. CONSIDERATION of Transfer of Liquor Permit
  - A. From Scoreboard Pub & Grill LLC, 6 Troy St. Delaware, Ohio 43015 to Scoreboard Pub and Grill 2017 LLC DBA Scoreboard Pub & Grill, 6 Troy Road and Patio, Delaware, Ohio 43015. Permit Class: D5
11. CONSIDERATION of Resolution No. 18-08, a resolution indicating what services the City of Delaware will provide to 89.618± acres of land, more or less, description and map are attached hereto as Exhibits “A” and “B” for the annexation known at the Wilgus Annexation by Andrew P. Wecker, agent for the petitioners.
12. CONSIDERATION of Resolution No. 18-09, a resolution authorizing the City Manager to enter into a Joint Venture Agreement for the Delaware Entrepreneurial Center.
13. CONSIDERATION of Ordinance No. 18-02, an ordinance authorizing the City Manager to enter into a lease with COhatch DBA Delaware Community Space, LLC, for a high-end co-working space in the City Hall Annex, located at 18 East William Street.
14. CONSIDERATION of Ordinance No. 18-03, an ordinance approving a Community Reinvestment Area Agreement with Wolfrum Roofing & Exteriors, LLC and the City of Delaware for investment in real property improvements on a building at 132 Johnson Drive, and declaring an emergency.

15. CONSIDERATION of Ordinance No. 18-04, an ordinance repealing and replacing Section 108.02 and Section 108.04 of the City of Delaware Administrative Code establishing general rules and regulations for the disposition of personal property.
16. CONSIDERATION of Ordinance No. 18-05, an ordinance for Fischer Homes for approval of a temporary sales trailer at The Ravines at Olentangy located on the north side of Curve Road just east of Armstrong Road on property zoned R-3 PMU (One Family Residential District with a Planned Mixed Use Overlay).
17. CITY MANAGER'S REPORT
18. COUNCIL COMMENTS
19. ADJOURNMENT

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

HEAR GRAPHICS 800-325-8004 FORM NO. 10148

Held January 8

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The regular meeting of Council held January 8, 2018 was called to order at 7:00 p.m., in the City Council Chambers. The following members of Council were present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Jim Browning, Fourth Ward Kyle Rohrer, At-Large George Hellinger, and Mayor Carolyn Kay Riggle who presided. Absent from the meeting was Vice-Mayor Kent Shafer. The invocation was given by Chaplain Lorenzo Thomas, from OhioHealth, followed by the Pledge of Allegiance.

Staff Present: Darren Shulman, City Attorney; Rob Alger, Accountant, Brad Stanton, Director of Public Utilities, John Donahue, Fire Chief, Dianne Guenther, Development Planner, Dave Efland, Planning and Community Development Director, Jackie Walker, Assistant City Manager and Tom Homan, City Manager

**Motion to Excuse:** Mr. Jones motioned to excuse Vice-Mayor Shafer, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

#### **ITEM 4: APPROVAL OF MINUTES**

APPROVAL of the Motion Summary of the year-end meeting of Council held on December 21, 2017, as recorded and transcribed.

**Motion:** Mrs. Keller motioned to approve the Motion Summary of the year-end meeting of Council held December 21, 2017, seconded by Mr. Browning. Motion approved by a 6-0 vote.

#### **ITEM 5: CONSENT AGENDA**

- A. Resolution No. 18-01, a resolution authorizing the City Manager to enter into contract with the Ohio Department of Transportation for resurfacing portions of US-42 between US-36 and CR-270 (Horseshoe Road) lying within the City of Delaware.
- B. Resolution No. 18-02, a resolution appointing Council Members to various Committees, Commissions, and/or Boards.
- C. Resolution No. 18-03, a resolution cancelling the second regular meeting of City Council May 28, 2018, due to the Memorial Day Holiday, and rescheduling the second regular meeting of City Council from December 24 to December 20, 2018.
- D. Acceptance of the Motion Summary of the Civil Service Commission that was held on October 4, 2017.

**Motion:** Mr. Browning motioned to approve the Consent Agenda, seconded by Mr. Rohrer. Motion approved by a 6-0 vote.

#### **ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS**

#### **ITEM 7: COMMITTEE REPORTS**

Mayor Riggle reviewed upcoming dates for additional meetings. Council was in agreement to schedule a joint meeting with the Delaware County Commissioners on March 1, 2018. Council was in agreement to schedule a CIP Work Session on September 6, 2018.

Mayor Riggle provided information on the upcoming presentation for the Sister City Advisory Board.

#### **ITEM 8: PRESENTATION**

**RECORD OF PROCEEDINGS**

Held January 8 2018

A. Turning Point Update – Paula Roller, Executive Director, Turning Point

**ITEM 9: RESOLUTION NO. 18-04** [First Reading]

A RESOLUTION HONORING THE LIFE OF DR. MARTIN LUTHER KING, JR.

The Clerk read the resolution for the first time.

**Motion:** Mr. Rohrer motioned to adopt Resolution No. 18-04, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**ITEM 10: ORDINANCE NO. 17-81** [Public Hearing and Third Reading]

AN ORDINANCE AMENDING THE SCHEDULE OF FEES AND SERVICE CHARGES.

The Clerk read the ordinance for the third time.

There was no public participation.

**Motion:** Mrs. Keller motioned to adopt Ordinance No. 17-81, seconded by Mr. Hellinger. Motion approved by a 6-0 vote.

**ITEM 11: ORDINANCE NO. 17-77** [Third Reading]

AN ORDINANCE AMENDING THE DELAWARE MUNICIPAL COURT AND CLERK OF COURT EMPLOYEE BENEFITS AND LEAVE POLICIES, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the third time.

**Motion:** Mr. Hellinger motioned to enact the emergency clause for Ordinance No. 17-77, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**Motion:** Mr. Hellinger motioned to adopt Ordinance No. 17-77, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**ITEM 12: ORDINANCE NO. 17-78** [Third Reading]

AN ORDINANCE AMENDING ORDINANCE NO. 16-108 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT/SEASONAL EMPLOYEES OF THE CITY OF DELAWARE, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the third time.

**Motion:** Mr. Hellinger motioned to enact the emergency clause for Ordinance No. 17-78, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**Motion:** Mr. Hellinger motioned to adopt Ordinance No. 17-78, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**RECORD OF PROCEEDINGS**

Held January 8 2018

**ITEM 13: ORDINANCE NO. 17-79** [Third Reading]  
AN ORDINANCE AMENDING THE MANAGEMENT, PROFESSIONAL, TECHNICAL, CONFIDENTIAL, AND SUPERVISORY EMPLOYEES PAY PLAN, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the third time.

**Motion:** Mr. Hellinger motioned to enact the emergency clause for Ordinance No. 17-79, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**Motion:** Mr. Hellinger motioned to adopt Ordinance No. 17-79, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**ITEM 14: ORDINANCE NO. 17-80** [Third Reading]  
AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the third time.

Councilwoman Keller clarified that the car allowance was rolled into the City Manager's salary and that the City Manager is still required to provide his own transportation to city events and meetings.

**Motion:** Mr. Hellinger motioned to enact the emergency clause for Ordinance No. 17-80, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**Motion:** Mr. Hellinger motioned to adopt Ordinance No. 17-80, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**ITEM 15: RESOLUTION NO. 18-05** [First Reading]  
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD BEGINNING JANUARY 1, 2018.

The Clerk read the resolution for the first time.

**Motion:** Mr. Rohrer motioned to adopt Resolution No. 18-05, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

**ITEM 16: ORDINANCE NO. 18-01** [First Reading]  
AN ORDINANCE REGULATING AND CONTROLLING THE MOVEMENT OF VEHICULAR TRAFFIC IN THE CITY OF DELAWARE BY DESIGNATING PEACHBLOW ROAD AS A THROUGH STREET AND ESTABLISHING THE SPEED LIMIT TO BE THIRTY-FIVE MILES PER HOUR.

The Clerk read the ordinance for the first time.

**Motion:** Mrs. Keller motioned to suspend the rules for Ordinance No. 18-01, seconded by Mr. Jones. Motion approved by a 6-0 vote.

**Motion:** Mrs. Keller motioned to adopt Ordinance No. 18-01, seconded by Mr. Jones. Motion approved by a 6-0 vote.

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PEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held January 8 2018

**ITEM 17: CITY MANAGER'S REPORT**

Mr. Homan provided information on the upcoming "A Working Summit on Climate Change" hosted by The Central Ohio Community Project at the Stratford Ecological Center.

Mr. Homan discussed the MORPC Master Plan expansion for the John Glenn Columbus International Airport.

**ITEM 18: COUNCIL COMMENTS**

**ITEM 19: ADJOURNMENT**

**Motion:** Mayor Riggle motioned to adjourn the meeting. The meeting adjourned at 7:44 p.m.

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Mayor Carolyn Kay Riggle

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Elaine McCloskey, Council Clerk

**SISTER CITY ADVISORY BOARD  
MOTION SUMMARY  
April 11, 2017**

ITEM 1. Roll Call

The Sister City Advisory Board Meeting was called to order by Chairman Guebert at 6:05 p.m.

Members Present: Rita Selle-Grider, Julie Means, Mayor Carolyn Riggle, Vice-Chairman Will Kopp, and Chairman Rand Guebert

Members Absent: Dan Bartha

Staff Present: Tom Homan, City Manager

Chairman Guebert introduced Ms. Means as a new member on the Sister City Advisory Board.

ITEM 2. APPROVAL of the Motion Summary of the Sister City Advisory Board meetings held on October 11, 2016, as recorded and transcribed.

**Motion:** Mayor Riggle moved to approve the Motion Summary of the Sister City Advisory Board meeting held on October 11, 2016, as recorded and transcribed, seconded by Vice-Chairman Kopp. The motion was approved by a 4-0-1 (Means) vote.

ITEM 3. Sakata Update

a. Objectives and Arrangements

Mayor Riggle and Mr. Homan discussed the planned itinerary for their upcoming trip to Sakata. Mayor Riggle and Mr. Homan discussed the goal of the trip to enhance future relationships for students and economic development. A discussion was held on the plans to tour the Epson plant. Mr. Homan informed the Advisory Board that he will be representing the Delaware Rotary Club.

Members of the Delegation for Sakata were introduced to the Board.

**DELEGATION MEMBERS PRESENT:**

Carolyn Kay Riggle  
Mayor of City of Delaware

R. Thomas Homan  
Delaware City Manager

Joanne Meyers  
Delaware City Schools Representative

Jeffrey Sprague  
NEX Transport Representative

b. Possible Dempsey visit in the future?

Mr. Guebert provided information on the upcoming visit to Japan from the Rotary Exchange Program for two students at Buckeye Valley School District. Ms. Meyers discussed her past participation in hosting students from Sakata and how the students overcame their language and communication barriers.

c. Next Actions

Mayor Riggle provided an update to the Board on the 20<sup>th</sup> anniversary celebration that Mr. Homan and she attended for JASCO.

Mr. Homan discussed the plans for the ceremonial Sister City Agreement between the City of Delaware and Sakata that will occur during their trip.

PUBLIC PARTICIPATION:

Saskia Brogan  
453 Pollock Road  
Delaware, Ohio 43015

Ms. Brogan provided an update on her recent visit to Japan where she visited with a former exchange student that she hosted while a student at Dempsey.

ITEM 4. Baumholder Update

a. Museum Opening-Veterans Attendance

Mr. Guebert discussed the plans for the Museum to open in April of 2018. Mr. Guebert recommended that a group be formed to go over for the opening.

b. German school exchange

Mr. Guebert discussed upcoming plans for a student to be traveling through the Rotary Exchange Program for six weeks.

ITEM 5. Global Scholars Diploma program progress at Hayes

ITEM 6. Other Items

ITEM 7. Date of next meeting: July 11, 2017

ITEM 8. Adjournment

**Motion:** Mayor Riggle moved to adjourn the Sister City Advisory Board Meeting. The meeting adjourned at 6:56 p.m.



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Rand Guebert, Chairman



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Elaine McCloskey, Clerk

**SISTER CITY ADVISORY BOARD  
MOTION SUMMARY  
October 10, 2017**

ITEM 1. Roll Call

The Sister City Advisory Board Meeting was called to order by Chairman Guebert at 6:00 p.m.

Members Present: Julie Horvath, Julie Means, Colleen Rush, Rita Selle-Grider, Mayor Carolyn Riggle, Vice-Chairman Will Kopp, and Chairman Rand Guebert

ITEM 2. APPROVAL of the Motion Summary of the Sister City Advisory Board meetings held on July 11, 2017, as recorded and transcribed.

**Motion:** Mayor Riggle moved to approve the Motion Summary of the Sister City Advisory Board meeting held on July 11, 2017, as recorded and transcribed, seconded by Ms. Rush. Motion approved by a 7-0 vote.

ITEM 3. Sister City Updates

a. Sakata

1. Discussion of upcoming Sakata City Visit to Delaware – November 2017

The Board discussed hosting a table during the table November First Friday event to set up a banner to welcome the students and delegate from Sakata. City Council Clerk informed the Board that there is expected to be 20 students arriving from Sakata to stay with host families.

b. Baumholder

1. Planning for Museum dedication in 2018

Chairman Guebert discussed political developments in Baumholder and how it can affect the sister city relationship. Mayor Riggle informed the Board that she had reached out to her contact in Baumholder to find out the date for the Museum opening.

2. Liaising with Baumholder Representatives

c. Ireland Initiative

Ms. Rush and Ms. Horvath provided an update on the plans for approximately 50 Hayes Marching Band students to visit Lahardane, Ireland to perform in the 2018 St. Patrick Day parade. They discussed the itinerary and fundraising efforts that have been made by the students. Ms.

Rush informed the Board that officials in Lahardane would be interested in a future Sister City relationship. A discussion was held on the process to forming and maintaining a Sister City relationship.

ITEM 4. Member Comments

Mayor Riggle discussed a trip that was taken by Delaware City resident, Scott Miller, throughout many parts of Asia. Mayor Riggle proposed having Mr. Miller share a presentation on his travels, the people that he encountered, and his experiences to an audience.

Ms. Means provided information on the Sister City International Annual Young Artist Showcase.

ITEM 9. Date of next meeting: January 9, 2018

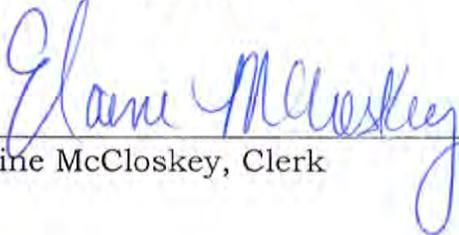
ITEM 10. Adjournment

**Motion:** Mayor Riggle moved to adjourn the Sister City Advisory Board Meeting. The meeting adjourned at 7:00 p.m.



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Rand Guebert, Chairman



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Elaine McCloskey, Clerk

**PARKS AND RECREATION ADVISORY BOARD**  
**MOTION SUMMARY**  
**November 21, 2017**

ITEM 1. Roll Call

Chairwoman Lash called the meeting to order at 7:00 p.m.

Members Present: Joshua Bricker, Cassie Cunningham, Bob Dalton, Michael Rush, Gary Hayward, Corie Thompson, Angela MacWhinney, and Chairwoman Allyson Lash

Members Absent: Caitlyn Ashley, Councilmember Jim Browning and Vice-Chairwoman Dianna Hibinger

City Staff Present: Ted Miller, Parks and Natural Resource Director

YMCA Staff Present: Jeremy Byers, Associate Executive Director

**Motion to Excuse:** Mr. Bricker moved to excuse Ms. Ashley, Councilmember Browning, and Vice-Chairwoman Hibinger, seconded by Mr. Rush. Motion approved by an 8-0 vote.

ITEM 2. WELCOME New Member – Gary Hayward, At-Large

ITEM 3. APPROVAL of the Motion Summary for the meeting held October 17, 2017 as recorded and transcribed.

**Motion:** Mr. Dalton moved to approve the Motion Summary for the meeting held October 17, 2017 as recorded and transcribed, seconded by Ms. MacWhinney. Motion approved by a 7-0-1 (Hayward) vote.

ITEM 4. PUBLIC COMMENTS

There was no public comment.

ITEM 5. UPDATE of YMCA Recreation Services, Programs and Events

ITEM 6. DISCUSSION of Upcoming Volunteer Activities

A. Calls From the North Pole – December 7, 2017

Mr. Byers provided information on the Calls From the North Pole and clarified the date for volunteers that are needed.

B. Daddy-Daughter Dance – January 12, 2018

Mr. Byers informed the Board of the Venue for this event to be held at Ohio Wesleyan University. Ms. MacWhinney discussed her interest in volunteering for the event.

C. First Friday Events

A discussion was held in regards to having the Board provide information at various First Friday events throughout the year to promote city events and youth programs. Mr. Miller discussed providing a sign up of events in 2018 for Board Members to participate in.

ITEM 7. UPDATE of Parks Activities

Mr. Miller discussed the upcoming activities for the December First Friday, including the rental of ice skates at the Glice rink that will be set up at Willis.

Mr. Miller provided the Board with a copy of the 2018 Cost Schedule and discussed some of the changes and increases. Mr. Miller discussed that the YMCA works with the staff to recommend fees. Ms. Thompson voiced a concern regarding the high cost for a family to participate in events, such as the Pumpkin Run. A discussion was held if cost could be altered if participants did not want the shirt or medal of participation.

**Motion:** Mr. Dalton moved to recommend to Council the approval of the Cost Schedule as submitted, seconded by Mr. Rush. Motion approved by an 8-0 vote.

ITEM 8. DISCUSSION of Smoking Restrictions at Mingo Park – Abbey Trimble, Delaware General Health District

PRESENTOR:

Abbey Trimble  
Delaware General Health District  
1 W. Winter St.  
Delaware, Ohio 43015

Ms. Trimble discussed complaints that staff received in regards to adults smoking around the various baseball fields at Mingo Park. She recommended additional signage to request no smoking in the area and referenced current signage that is placed around the play equipment at the park. A discussion was held in regards to other communities' policies on banning smoking in public parks. Ms. Trimble discussed the difficulty to enforce legislation, but that the signs can create social pressure to not smoke. Ms. Trimble did provided information on the Village of Sunbury and the City of Hilliard going smoke free at their public parks. The board recommended that staff and board members reach out to other communities to discuss how they went about creating legislation to ban smoking at public parks. They also recommended that the

request to not smoke in areas of play and sporting events be communicated at sign ups and through email to registered families. The Board plans to have further discussion of this topic before making a recommendation to Council.

ITEM 9. DISCUSSION of Tree Dedication Policy

The Board discussed the plans to have trees designated to one area. Mr. Miller plans to present the information to the Shade Tree Commission for additional input.

ITEM 9. DISCUSSION of Pickleball Quotes

Mr. Miller discussed the expected cost for additional Pickleball Courts, and informed the Board that the preferred spot for this addition would be at Smith Park. Mr. Miller plans to invite the group back at a future meeting to discuss funding needs and options.

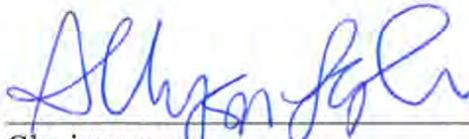
ITEM 10. STAFF COMMENTS

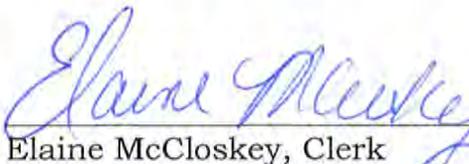
Mr. Miller informed the Board that there will not be a meeting in December.

ITEM 11. MEMBERS COMMENTS

ITEM 12. ADJOURNMENT

**Motion:** Mr. Bricker moved to adjourn the Parks and Recreation meeting, seconded by Mr. Rush. The meeting adjourned at 7:59 p.m.

  
\_\_\_\_\_  
Chairperson

  
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Elaine McCloskey, Clerk

**PLANNING COMMISSION**  
**December 6, 2017**  
**MOTION SUMMARY**

ITEM 1. Roll Call

Chairman Simpson called the meeting to order at 7:00 p.m.

Members Present: Robert Badger, Jim Halter, Dean Prall, Andy Volenik  
Councilmember George Hellinger, Vice-Chairman George Mantzoros, and  
Chairman Stacy Simpson.

Staff Present: Carrie Fortman, Project Engineer, Jonathan Owen, Project  
Engineer, Lance Schultz, Zoning Administrator, and Dave Efland, Planning and  
Community Development Director

ITEM 2. Approval of the Motion Summary of the Planning Commission  
meeting held on November 1, 2017, as recorded and transcribed.

**Motion:** Mr. Halter moved to approve the Motion Summary for November 1,  
2017 Planning Commission meeting, seconded by Mr. Volenik. Motion approved  
7-0 vote.

ITEM 3. REGULAR BUSINESS

A. Communities at Glenross Section 12

- (1) 2017-2814: A request by Pulte Homes for approval of a Final Development  
Plan for Communities at Glenross Section 12 for 48 single family lots on  
14.796 acres on property zoned R-2 PMU (One-Family Residential District  
with a Planned Mixed Use Overlay District) and located south of Cheshire  
Road and west of Winterbourne Drive on Solstice Road and Holly Berry  
Lane.
- (2) 2017-2815: A request by Pulte Homes for approval of a Final Subdivision  
Plat for Communities at Glenross Section 12 for 48 single family lots on  
14.796 acres on property zoned R-2 PMU (One-Family Residential District  
with a Planned Mixed Use Overlay District) and located south of Cheshire  
Road and west of Winterbourne Drive on Solstice Road and Holly Berry  
Lane.

**Anticipated Process**

a. Staff Presentation

Mr. Schultz reviewed the approved Preliminary Development Plat. He  
discussed the access locations and pedestrian connectivity. Information  
was provided regarding the landscape planning and space for a potential  
pocket park. Mr. Owens and Ms. Fortman discussed the use of the  
emergency access drive in Section 11 to have been used as a lay down area  
for heavy equipment during construction of the roundabout, but that it  
was cleared and paved. A discussion was held on the signage at the home

owner associated maintained park regarding the park open to the public.

b. Applicant Presentation

APPLICANT:

Brian Prenger  
EMH&T, Civil Engineer  
5500 New Albany Road  
Columbus, Ohio 43054

Mr. Prenger voiced no concerns or questions regarding the staff recommendations and conditions. Mr. Efland did inform the applicant that condition 6 in the Final Development Plan indicates that the pocket park is to occur during Section 13.

c. Public comment (not a public hearing)

There was no public comment.

d. Commission Action

**Motion:** Mr. Prall motioned to approve 2017-2814, along with all staff conditions and recommendations, seconded by Mr. Badger. Motion approved by a 7-0 vote.

**Motion:** Mr. Prall motioned to approve 2017-2815, along with all staff conditions and recommendations, seconded by Mr. Badger. Motion approved by a 7-0 vote.

- B. 2017-2904: A request by Treplus Communities for approval of a Final Development Plan for Burr Oak Commons containing 92 apartment units on approximately 20.06 acres zoned B-3 PMU and located on the north side of SR 37 just west of Westfield Shopping Center and just east of Lantern Chase Subdivision.

**Anticipated Process**

a. Staff Presentation

Mr. Schultz reviewed the Final Development Plan and proposed site plan. A discussion was held on the three access points. Staff informed the Commission they are in need of proposed street names to make sure the names are in compliance. Pedestrian connectivity plans were reviewed and discussion of parking spaces was held. Mr. Schultz discussed the tree survey and the recommendation for three tree preserve areas. A discussion was made regarding the staff conditions and recommendations.

b. Applicant Presentation

APPLICANT:

Jane Arthur-Rostovic  
1515 Lake Shore Drive  
Columbus, Ohio 43204

Ms. Arthur-Rostovic discussed the recent public awareness and interest since an article was written by the Columbus Dispatch. She voiced interest received from current Delaware residents.

c. Public comment (not a public hearing)

There was no public comment.

d. Commission Action

**Motion:** Mr. Badger motioned to amend 2017-2904, condition 4, to modify to state that “all the limestone on the buildings shall be constructed of Delaware blue vein limestone or equivalent ledgestone as proposed by the applicant”, seconded by Mr. Prall. Motion approved by a 7-0 vote.

**Motion:** Mr. Badger motioned to amend 2017-2904, condition 5, to modify to state that “shall be constructed of Delaware blue vein limestone or equivalent ledgestone as proposed by the applicant”, seconded by Mr. Prall. Motion approved by a 7-0 vote.

**Motion:** Mr. Badger motioned to amend 2017-2904, condition 6, to modify to state that “the area on the west property line where the subject site is significantly above the adjacent residential lots may require a section of 8-10 foot tall evergreen trees”, seconded by Mr. Prall. Motion approved by a 7-0 vote.

**Motion:** Mr. Badger motioned to approve 2017-2904, as amended and with all other staff conditions and recommendations, seconded by Mr. Prall. Motion approved by a 7-0 vote.

ITEM 4. PLANNING DIRECTOR’S REPORT

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Mr. Mantzoros questioned how accurate was the current Comprehensive Plan in respect to commercial development.

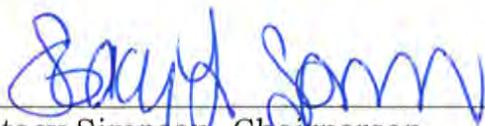
Mr. Halter requested an update regarding the Rodman Property on Houk Road.

Mr. Volenik requested advanced notice on when meetings for Comprehensive Plan will be held.

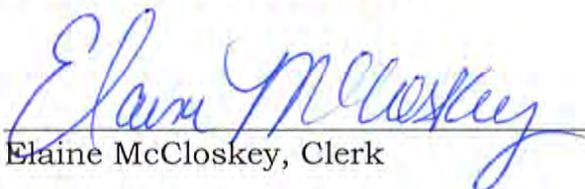
ITEM 6. NEXT REGULAR MEETING: January 17, 2018 (changed from January 3)

ITEM 7. ADJOURNMENT:

**Motion:** Chairman Simpson moved for the December 6, 2017 Planning Commission meeting to adjourn. The meeting adjourned at 8:10 p.m.



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Stacy Simpson, Chairperson



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Elaine McCloskey, Clerk



## FACT SHEET

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AGENDA ITEM NO: CONSENT ITEM D      DATE: 01/22/2018  
ORDINANCE NO:                                      RESOLUTION NO: 18-06  
READING: FIRST                                      PUBLIC HEARING: NO

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TO:                      Mayor and Members of City Council  
FROM:                 R. Thomas Homan, City Manager  
VIA:                    Carolyn Kay Riggle, Mayor

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION AMENDING RESOLUTION 18-04, APPOINTING COUNCIL MEMBERS TO VARIOUS COMMITTEES, COMMISSIONS, AND/OR BOARDS.

**BACKGROUND:**

N/A

**REASON WHY LEGISLATION IS NEEDED:**

Mayoral appointments are required to be confirmed by City Council

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Carolyn Kay Riggle, Mayor

**RECOMMENDATION:**

**ATTACHMENT(S)**





## FACT SHEET

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AGENDA ITEM NO: CONSENT ITEM E	DATE: 01/22/2018
ORDINANCE NO:	RESOLUTION NO: 18-07
READING: FIRST	PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Sean Hughes, Economic Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT OF THE SECURITY AGREEMENT ARISING OUT OF THE REVOLVING LOAN FUND (RLF) LOAN AGREEMENT WITH V&P HYDRAULICS, LLC FOR THE PURPOSE OF PURCHASING LAND AND MACHINERY AND EQUIPMENT AT 1700 PITTSBURGH DRIVE.

**BACKGROUND:**

We are requesting City Council's approval for the City Manager to enter into an agreement to amend the Security Agreement's subordination portion of the RLF Loan Agreement with V&P Hydraulics, LLC for the purpose of purchasing land at 1700 Pittsburgh Dr. and to permit the company to enter into a new loan with Kemba Financial Credit Union with a primary position on the security interest.

V&P Hydraulics, LLC, a 2006 recipient of a \$500,000/15 year RLF loan, has recently attempted to refinance some non-RLF high interest rate debt from PNC Bank to Kemba Financial Credit Union. As part of the original RLF loan binder, the City took a second position to PNC Bank with our RLF to assist them in bringing their manufacturing facility to Delaware. In order for Kemba to refinance V&P's building loan from PNC, the credit union is asking us to amend the subordination from PNC to them. The ability of V&P Hydraulics to refinance their building is very important as they try to continue to create business efficiencies, increase cash flow and grow their business in our community. We are asking you to indicate electronically if you support this amendment to our subordination from PNC to Kemba.

The Ohio Development Services Agency has approved this amendment to subordination to this RLF loan.

**REASON WHY LEGISLATION IS NEEDED:**

In order to amend the subordination portion of the RLF Security Agreement, Council must authorize the City Manager to do so.

**COMMITTEE RECOMMENDATION:**

Revolving Loan Committee, 12/21/17 (by email vote)

VOTE: Approval

**FISCAL IMPACT(S):**

COST: N/A

FUND SOURCES: N/A

BUDGETED: NO

DEPARTMENTS IMPACTED: Economic Development, Finance

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Sean Hughes, Economic Development Director

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Request from V&P Hydraulics, LLC owner Judd Scott

Ohio Development Services Agency Approval Email

Map Exhibit of Building Location

RESOLUTION NO. 18-07

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT OF THE SECURITY AGREEMENT ARISING OUT OF THE REVOLVING LOAN FUND (RLF) LOAN AGREEMENT WITH V&P HYDRAULICS, LLC FOR THE PURPOSE OF PURCHASING LAND AND MACHINERY AND EQUIPMENT AT 1700 PITTSBURGH DRIVE.

WHEREAS, the City of Delaware has recognized the primary economic development goals of the CDBG RLF Program: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low-and moderate-income persons in designated areas served by the RLF; and

WHEREAS, the City of Delaware by Resolution Number 06-48, City Council authorized the City Manager to enter into an RLF Loan Agreement with V&P Hydraulics, LLC for the purpose of purchasing land and building a building at 1700 Pittsburgh Dr.; and

WHEREAS, the City of Delaware loaned \$241,900 for the purchase of land at 1700 Pittsburgh Dr. and \$258,100 for the purchase of Machinery & Equipment; and

WHEREAS, V&P Hydraulics, LLC completed all loan payments for the Machinery and Equipment purchase; and

WHEREAS, V&P Hydraulics, LLC continued to pay the outstanding principle and interest for the purchase of land at 1700 Pittsburgh Dr.; and

WHEREAS, V&P Hydraulics, LLC has recently attempted to refinance some non-RLF high interest rate debt from their original private lender to Kemba Financial Credit Union; and

WHEREAS, as part of the original RLF loan, the City of Delaware took a second position with our RLF loan to PNC Bank; and

WHEREAS, in order for Kemba Financial Credit Union to execute the refinancing of V&P Hydraulics PNC Bank loan, the City must amend its subordination from PNC Bank to Kemba Financial Credit Union.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DELAWARE, DELAWARE COUNTY, STATE OF OHIO as follows:



**From:** [Jared.Jodrey@development.ohio.gov](mailto:Jared.Jodrey@development.ohio.gov)  
**To:** [Sean Hughes](#)  
**Subject:** RE: Revolving Loan Subordination Request  
**Date:** Monday, January 8, 2018 1:44:11 PM  
**Attachments:** [image001.png](#)

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**\*\*\*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.\*\*\***

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Hi Sean, the city may change the subordination of the loan from PNC to Kemba. Feel free to contact me if you have any more questions.

Thanks,  
Jared

  
**Jared Jodrey**  
Community Development Analyst  
Office of Community Development  
77 South High Street  
Columbus, Ohio 43215  
614.752.4574 F: 614.752.4575  
  
[jared.jodrey@development.ohio.gov](mailto:jared.jodrey@development.ohio.gov)

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Email to and from the Ohio Development Services Agency is open to public inspection under Ohio's public record law. Unless a legal exemption applies, this message and any response to it will be released if requested.

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The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services.

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**From:** Sean Hughes [mailto:SHughes@delawareohio.net]  
**Sent:** Monday, January 08, 2018 12:02 PM  
**To:** Jodrey, Jared <Jared.Jodrey@development.ohio.gov>  
**Subject:** Revolving Loan Subordination Request

Mr. Jodrey,  
Good morning. Please see the attached request for the City of Delaware to amend our loan subordination for the V&P Hydraulics loan to change the subordination from PNC Bank to Kemba Financial Credit Union.

Please let me know if you have any questions.

Thanks,  
Sean

Sean K. Hughes, M.S.  
Economic Development Director

and Business Concierge

City of Delaware

[www.delawaremeansbusiness.com](http://www.delawaremeansbusiness.com)

740-203-1016

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This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.



## V&P Hydraulic Products, LLC

1700 Pittsburgh Drive  
Delaware, Ohio 43015

(740) 203-3600 Voice

[www.vphyd.com](http://www.vphyd.com)

December 21, 2017

Sean Hughes  
City of Delaware  
1 South Sandusky Street  
Delaware, Ohio 43015

Sean,

This letter is to formally request the City to amend the subordination of our RLF loan from PNC to Kemba Financial Credit Union. We are refinancing our building mortgage to Kemba.

Your help in this matter is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Judd M. Scott', is written over a horizontal line.

Judd M. Scott  
President, COO



### 1700 Pittsburgh Dr. - V&P Hydraulics RLF

Information contained within this map may be used to generally locate, identify and inventory land parcels within Delaware County. Delaware County cannot warrant or guarantee the information contained herein, including, but not limited to its accuracy or completeness. The map parcel lines shown are approximate and this information cannot be constructed or used as a "legal description" of a parcel. Flood Plain information is obtained from FEMA and is administered by the Delaware County Building Department (740-833-2201). Please report any errors or omissions to the Delaware County Auditor's office at [delcogis@co.delaware.oh.us](mailto:delcogis@co.delaware.oh.us). Prepared by: Delaware County Auditor's GIS Office



Delaware County Auditor  
George Kaitza

Printed on 1/16/2018



**NOTICE TO LEGISLATIVE  
AUTHORITY**

**OHIO DIVISION OF LIQUOR CONTROL**  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

7919970		TRFO	SCOREBOARD PUB & GRILL 2017 LLC DBA SCOREBOARD PUB & GRILL 6 TROY RD & PATIO DELAWARE OH 43015
02 01 2017			
12 21 2017			
D5			
21	022	B F19628	

FROM 12/26/2017

7919954			SCOREBOARD PUB & GRILL LLC 6 TROY ST DELAWARE OH 43015
02 01 2017			
12 21 2017			
D5			
21	022		



MAILED 12/26/2017

RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/26/2018

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 7919970**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF DELAWARE CITY COUNCIL**  
1 SOUTH SANDUSKY ST  
DELAWARE OHIO 43015

**OWNERSHIP DISCLOSURE INFORMATION**

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

**Searching Instructions**

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

**SEARCH CRITERIA****Permit Number**

7919970

**Permit Name / DBA****Member / Officer Name****Search****Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
<b>Permit Number:</b> 7919970; <b>Name:</b> SCOREBOARD PUB & GRILL 2017 LLC; <b>DBA:</b> DBA SCOREBOARD PUB & GRILL; <b>Address:</b> 6 TROY RD & PATIO DELAWARE 43015		
ROBERT MOORE		
BRENDA HOPKINS	5% MEMBER	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)



## Delaware Police Department Liquor Permit Report

<b>DPD Report Number</b> L-18-01		<b>Investigating Officer</b> Det. Nick Strasser	
<b>Applicant (Primary Shareholder)</b> Robert Moore		<b>Company Name:</b> DBA: Scoreboard Pub & Grill LLC	
<b>Common Name</b> Scoreboard Pub & Grill		<b>Address</b> 6 Troy Rd, Delaware, OH 43015	
<b>Applicant Phone Number</b> 740-272-3964		<b>Applicant E-Mail Address:</b> Unknown	
<input checked="" type="checkbox"/> <b>Existing Business</b>	<b>Type of Business</b> Bar & Grill	<b>Notification Type:</b> Transfer	<b>Date of Report</b> January 3, 2018
<input type="checkbox"/> <b>New Business</b> (Supplement Attached)			

**Permit Type**

C1/C2X Beer only in original sealed container for carry out only.  C2 Wine and mixed beverages in sealed containers for carry out.  
 D1/D2X Beer only for on premises consumption or in sealed containers for carry out.  D2 Wine and mixed beverages for on premises consumption or in sealed containers for carryout.  D4 Beer and any intoxicating liquor to members only, for on premises consumption only until 1:00am.  
 D5 Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am.  Other D6

**Location Information**

<b>Churches, Libraries and or schools within 500 feet</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>School, church or library objection</b> <input type="checkbox"/> Yes (Supplement Attached) <input checked="" type="checkbox"/> No <i>Note: Objections are only permitted for new permits.</i>
<b>Police Calls for Service in past 12 months: 14</b>	<b>Number of Police Reports in past 12 months: 1</b>
<b>Calls for Service excluding calls not related to the business in past 12 months: 4</b>	<b>Location is excessive drain on Police Resources:</b> <input type="checkbox"/> Yes (Supplement Attached) <input checked="" type="checkbox"/> No
<b>Nuisance Abatement Pending</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Accessible by Law Enforcement</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Site compliance checked by Dept. of Commerce</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Private Club (Restricted Access Door)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Applicant Information**

<b>Records Checked</b> <input checked="" type="checkbox"/> Delaware Police Department Database	<b>Record located for Liquor Law Violation</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Applicant has an active warrant</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Criminal History Checked by Dept. of Commerce</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Local Record on file</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Contact made with Applicant</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Problem History with DPD</b> <input type="checkbox"/> Yes (Supplement Attached) <input checked="" type="checkbox"/> No	

**Determination on Objection**

The Delaware Police Department does not find a legislative basis for requesting a hearing to object to the issuance of a liquor permit for this business.

The Delaware Police Department recommends requesting a hearing into the issuance of a liquor permit for this business, due to one or more of the following criteria for objection as set forth by the Ohio Revised Code.

- Site does not conform to local building, safety and health codes (excluding zoning).
- Law enforcement or state agents do not have ready access to the premises where alcoholic beverages are being served.
- Physical location causes a public nuisance.
- Site has been officially classified as a nuisance according to State Law.
- Conviction of a crime by the applicant that relates to operating a liquor establishment.
- Past improper operation of a location with a liquor permit.
- Misrepresentation of material fact on the application.
- Addiction of the applicant to alcohol or narcotics.
- Formal objection by specific types of other locations to which the site is in certain proximity.
- Conviction of the applicant of food stamp or WIC fraud.

(Supplement Attached)



**Delaware Police Department  
Liquor Permit Report**

**Supplement**

**Supplement Type**

- New Business Description
- Police Department Objection
- Community Objection
- Other: *Permit Renewal/Transfer*

The Scoreboard Pub & Grill has requested a transfer of their liquor permit as a result of a change in ownership. The current liquor permit lists Robert Thompson as the majority partner and Robert Moore as the minority partner. The requested liquor permit transfer paperwork now lists Robert Moore as the majority partner and Brenda Hopkins as the minority partner.

On January 8, 2018 I met with Mr. Moore at 6 Troy Rd., Delaware to discuss his liquor permit transfer request. Mr. Moore recently purchased the business from Mr. Thompson who has since purchased property in southern Ohio. Mr. Moore is now the majority owner and Brenda Hopkins is one of the minority partner(s). Mr. Moore is a local Delaware resident and states Ms. Hopkins makes no business decisions pertaining to the Scoreboard Pub & Grill. Mr. Thompson recently decided to retire/ conclude his teaching career with North Union Schools and focus primarily on his business. Mr. Moore intends to continue to focus on a family friendly environment at the business with no major improvements and/or changes at this time. This establishment appeared very clean and updated with no noticeable concerns.

This location has fourteen (14) calls for service in the past twelve (12) months, resulting in one police report taken for petty theft, while four (4) of these calls for service were not directly related to the business. No recent liquor violations within the past twelve (12) months were listed on the Department of Commerce website nor was Mr. Moore aware of any liquor violations cited at his establishment. Local checks were completed; Delaware Municipal Court, Delaware County Clerk of Courts, Chiefs, Montgomery County Clerk of Courts, Columbus Police Department and Dayton Municipal Court records; however no criminal history was found on Mr. Moore except for an open container violation in Delaware Municipal Court in 2006. Local checks were completed for Ms. Hopkins; Chiefs, Delaware Municipal Court, Delaware County Clerk of Courts, Franklin County Municipal Court and Franklin County Court Clerk of Courts however no criminal history was located.

While performing a site visit at the Scoreboard Pub & Grill, I had the opportunity to speak with Diane Gifford who is employed by the Ohio Department of Commerce. Diane is a Compliance Officer for the Division of Liquor Control and was conducting a compliance check at this time. Diane notated the outdoor patio, located along the front of the business near the front entrance, was not covered under their current liquor permit if alcohol was present in this area. This small patio area is fenced in and has approximately four tables and chairs however patrons are not permitted to take and/or possess alcohol on to the patio area under the current permit. Diane advised the business would have to file for an expansion request for alcohol to be present in this patio area. Mr. Moore will be able to file for this expansion request under their current liquor permit since he is listed as a minority partner which he intends to do. No other major concerns or violations were mentioned by Diane.

I do not believe there is any reason to request a hearing to object to this liquor permit. Mr. Moore was provided with my business card and asked to call if he had any future questions or concerns.

*Det. [Signature]* #54  
Investigating Officer Signature      Date *1/10/18*

*Det. S.J. [Signature]*  
Supervisor Signature      Date *1-10-18*



## FACT SHEET

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AGENDA ITEM NO: 11

DATE: 01/22/2018

ORDINANCE NO:

RESOLUTION NO: 18-08

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Dave Efland, Planning and Community Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 89.618± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE WILGUS ANNEXATION BY ANDREW P. WECKER, AGENT FOR THE PETITIONERS.

**BACKGROUND:**

The property proposed to be annexed has long been contemplated to be part of the City of Delaware. The land owners and their agents are now moving forward with the Ohio Revised Code dictated annexation process. This process involves several steps and actions by the County and City in order for an annexation to ultimately be accepted by the City. This is the first City step in the process which requires the City to express its ability and intention to provide services to the property. This does not mean that the City will be paying for or constructing any ultimately required services or infrastructure, but rather simply that we have the ability to serve it. City Council will have the opportunity during the next and final city step in the process to accept, accept with conditions, or reject the final annexation.

The property is approximately 89.6 acres in size, is composed of two pre-existing lots of record, and is located south of the Delaware Municipal Airport and west of the Innovation Court Development along future Sawmill Parkway. Attached is a memo documenting the responses from various Departments in the City with respect to this Resolution of services as well as potential items

and issues to consider during the deliberations for the final acceptance of the annexation in question.

**REASON WHY LEGISLATION IS NEEDED:**

The Ohio Revised Code provides the process that annexations must follow throughout Ohio. This is the first city step in that process requiring passage of a resolution indicating what services the city will provide to the subject site. Based on the timelines established in the Ohio Revised Code, this resolution must be passed at this meeting, after which it will be sent to the County for the next step in the annexation process. While this resolution moves the annexation forward, this is not the final legislation Council will consider in order to accept the annexation. 60 days after the County approves the annexation, it will be presented at the first regular session of Council, and must be approved or rejected within 120 days from the date of the annexation being placed on the agenda.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Dave Efland, Planning and Community Development Director

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Memo

Petition for Annexation

Map

RESOLUTION NO. 18-08

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 89.618± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE WILGUS ANNEXATION BY ANDREW P. WECKER, AGENT FOR THE PETITIONERS.

WHEREAS, Andrew P. Wecker, agent for the petitioners, has filed with the Delaware County Commissioners for annexation of 89.618 acres of land, more or less, the description and map are attached hereto as Exhibits A and B, and

WHEREAS, Andrew P. Wecker, as agent for the petitioners on January 8, 2018 delivered to the Clerk of the Delaware City Council the notice of his filing of the annexation petition with the Board of County Commissioners of Delaware County and its clerk on January 4, 2018, and

WHEREAS, the Ohio Revised Code requires that within 20 days following the date the petition is filed, the City Council shall, by resolution, adopt a statement as to what services, if any, the City will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That upon annexation to the City of Delaware of 89.618± acres more or less as delineated on the attached Exhibits A and B, the City will provide the following services by the approximate date indicated as to each, provided all necessary lines, hydrants, and other apparatus are installed by the property owner as required by the City and said services shall be provided under the same conditions and same costs as they are provided to other residents in the City of Delaware:

- (a) Water - upon acceptance of annexation
- (b) Sanitary Sewer - upon acceptance of annexation
- (c) Refuse - upon acceptance of annexation
- (d) Fire - upon acceptance of annexation
- (e) Police - upon acceptance of annexation
- (f) Road maintenance-upon acceptance of annexation

SECTION 2. That the Council of the City of Delaware, pursuant to Ohio Revised Code Section 709.023(D), hereby consents to the annexation.

SECTION 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 4. That the Clerk of Council shall prepare and furnish to the agent for the petitioners a certified copy of this resolution and file with the Delaware County Board of County Commissioners on or before 20 days from the filing of the annexation petition.

SECTION 5. That if the territory is annexed and becomes subject to zoning by the City of Delaware and the City permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under the current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the Council of the City of Delaware will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed and the adjacent land remaining within the township for purposes of this ordinance, buffer includes open space, landscaping, fences, walls, and other structured elements; streets and street rights of way; and bicycle and pedestrian paths and sidewalks.

SECTION 6. That this resolution shall take effect and be in force immediately after this passage.

PASSED: \_\_\_\_\_, 2018

YEAS \_\_\_\_ NAYS \_\_\_\_  
ABSTAIN \_\_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



## MEMORANDUM

TO: R. Thomas Homan, City Manager  
FROM: David M. Efland, Planning & Community Development Director  
DATE: 01/18/2018  
RE: Wilgus Annexation – Resolution of Services Departmental Responses & Comments

---

Staff from multiple departments have had an opportunity to review and provide comment on the proposed Wilgus property annexation in the southwest quadrant of the city. There are no objections to the resolution of services component of the annexation at this time. There are some suggestions and comments to consider as the final annexation process moves forward. Staff will continue to discuss these and provide more comment based upon your direction and that of City Council in this regard.

### Planning & Community Development

- Services and annexation are supported by the Comprehensive Plan, its study area, and noted as a Potential Future Annexation Area
- Uses anticipated are industrial / planned Mixed Use overlay industrial such as the adjacent Innovation Court area
- Future Land Use Map for the Comprehensive Plan indicates this area as Light Manufacturing
- Area is part of the Southwest Subarea of the Comprehensive Plan with the primary land use goal (LU26) being to expand industrial development in this area.
- Area development can be serviced with existing staffing and expertise in planning, zoning, building, inspections, and code enforcement.

### Public Works

- Annexation is supportable to permit expansion to industrial park
- Annexation should include (if possible) the 9.906 acre City parcel # 419-220-02-007-001, to avoid developing and island. This parcel was acquired by the City to provide FAA mandated clear zone around the airport AWOS system.
- Access to proposed property must be via Sawmill Parkway per agreed access location (Property line between two large parcels); Airport Road is to be abandoned and should not be counted on as public access.
- Access will require Right-Of-Way for Sawmill Parkway Extension with anticipated construction partially or in total outside of the city jurisdiction which may be problematic for the future developer/land owner
- Development of property requires storm sewer improvements on properties outside city jurisdiction

#### Police / Fire

- No issues

#### Parks

- No issues

#### Economic Development

- Economic Development supports this annexation.

#### Public Utilities

- Water and sewer is available proximate to this site sufficient to the land uses contained within our comprehensive plan. Upgrades and extensions are required and will be required at the developer's expense.

Manos, Martin & Pergram Co., LPA

Attorneys at Law

RECEIVED

JAN 8 2018

50 North Sandusky Street  
Delaware, Ohio 43015-1926  
Fax 740-362-3288

Andrew P. Wecker  
740-363-1313, ext. 217  
e-mail: awecker@mmpdlaw.com

January 5, 2018

**Via Certified Mail  
Return Receipt Requested**

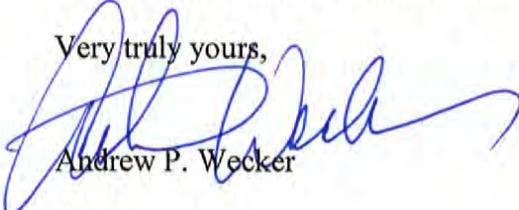
Ms. Elaine McCloskey  
Council Clerk  
City of Delaware  
1 South Sandusky Street  
Delaware, OH 43015

Dear Ms. McCloskey:

You may recall a prior notice regarding this annexation. As an accommodation to the City of Delaware's schedule at the end of 2017, we withdrew the annexation petition filed in early December 2016 <sup>and</sup> in order to put the City in a better position to meet a 20-day deadline under the Ohio Revised Code to adopt a services resolution.

On January 4, 2018 at 1:54 p.m., the undersigned, as agent for the Petitioners, Francis L. Wilgus, Jr. and Mary Lou Wilgus, refiled with the Board of County Commissioners of Delaware County, Ohio to annex 89.618 acres of land to the City of Delaware, Ohio. A copy of the refiled petition and map and supplemental filing pursuant to Ohio Rev. Code § 709.02(D) are enclosed herewith.

Very truly yours,

  
Andrew P. Wecker

tjh  
Enclosures  
T13596-100

**PETITION FOR ANNEXATION – EXPEDITED TYPE 2**

We, the undersigned, being all of the owners of 89.618 acres of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory from **Delaware Township** to the **City of Delaware**, Delaware County, Ohio, being filed under **Sections 709.021(A) & 709.023(A)** of the Revised Code of Ohio.

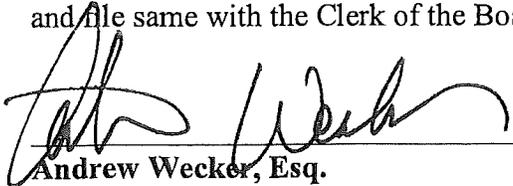
Petitioners have attached hereto and made a part of this petition a legal description of the perimeter of the territory sought to be annexed, marked as **Exhibit “A”**, as prepared by Mark Alan Smith, P.S., Registered Surveyor No. 8232, of Civil & Environmental Consultants, Inc.

Petitioners have attached hereto and made a part of this petition, an accurate map or plat of the territory sought to be annexed, marked **Exhibit “B”**, also as prepared by Mark Alan Smith, P.S., Registered Surveyor No. 8232, of Civil & Environmental Consultants, Inc.

Among other things as noted on Exhibit “A” and Exhibit “B”, the described territory is contiguous with the **City of Delaware**, Ohio.

**Andrew Wecker, Esq.**, attorney at law, is hereby appointed agent for the undersigned Petitioners as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition, with specific authorization to correct any discrepancy or mistake noted by the Delaware County Engineer in examination of the Petition or the Exhibits to the Petition. Any such amendment shall be made by the presentation of amended description and map to the Board of County Commissioners on, before, or after the date set for hearing on this Petition. Said amendment, alteration, change, correction, withdrawal, refile, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners.

The City of Delaware will pass and submit to the Board of Commissioners of Delaware County a resolution of services within twenty (20) days of the date of the filing of this Petition and file same with the Clerk of the Board of Commissioners of Delaware County, Ohio.



---

**Andrew Wecker, Esq.**  
Manos, Martin & Pergram Co., LPA  
50 North Sandusky Street  
Delaware, OH 43015

740-363-1313 phone / 740-362-3288 fax  
awecker@mmpdlaw.com

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DELAWARE COUNTY  
COMMISSIONERS

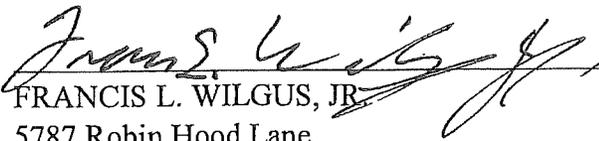
Return original to:

Clerk of the Board of the Delaware County Commissioners  
101 N Sandusky St, Delaware, OH 43015

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR IN EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE. ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT OUT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."

SIGNATURE OF PETITIONER, TYPED NAME AND ADDRESS

DATE



12-21-2017

FRANCIS L. WILGUS, JR.  
5787 Robin Hood Lane  
Ostrander, OH 43061



12-21-2017

MARY LOU WILGUS  
5787 Robin Hood Lane  
Ostrander, OH 43061

**Annexation Petition**

<b>Owner</b>	<b>Parcel No.</b>	<b>Tax Payer Address</b>
City of Delaware	419-220-03-001-000	1 S. Sandusky St Delaware, OH 43015
City of Delaware	419-220-02-007-001	1 S. Sandusky St. Delaware, OH 13015
MPTB, LLC	419-220-02-003-004	691 Old Pond Lane Powell, Oh 43065
Sawmill-Delaware Investments, LLC	419-220-02-003-005	1036 Hills-Miller Rd. Delaware, OH 43015
Symmerty II, LLC	419-220-02-003-006	1036 Hills-Miller Rd. Delaware, OH 43015
42 Farm View, LLC	419-230-01-028-000	7017 Steitz Rd. Powell, OH 43065
Sectionline Sawmill, LLC	419-230-01-025-000	7017 Steitz Rd. Powell, OH 43065
Sectionline Sawmill, LLC	419-230-01-001-000	7017 Steitz Rd. Powell, OH 43065
TCCI, LLC	419-220-02-012-000	c/o Trucco Construction 3531 Airport Rd. Delaware, OH 43015
City of Delaware	419-220-03-001-000	1 S. Sandusky St. Delaware, OH 43015
TCCI, LLC	419-220-02-011-000	c/o Trucco Construction 3531 Airport Rd. Delaware, OH 43015

RECORDED

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DELAWARE COUNTY  
OFFICE OF THE CLERK

**DESCRIPTION OF A PROPOSED ANNEXATION OF  
A 89.618 ACRE TRACT  
TO THE CITY OF DELAWARE  
DELAWARE COUNTY, OHIO**

Situated in the State of Ohio, County of Delaware, Township of Delaware, located in Farm Lots 13 and 17, Section 2, Township 4, Range 19, of the United States Military Lands, and part of 54.750 acres and 50.000 acres as described in deed to Francis L. Wilgus and Mary Lou Wilgus, of record in Volume 677, Page 2363, all being of record in the Recorder's Office, Delaware County, Ohio and being more particularly described as follows:

**BEGINNING**, at Northwesterly corner of Lot 4 of Innovation Business Park, of record in Plat Cabinet 4, Slide 43-43B, and said corner being an angle point in the existing City of Delaware Corporation Line as established by Ordinance Number 93-284 and of record in Plat Cabinet 1, Slide 269;

Thence South  $03^{\circ}38'22''$  West, with the westerly line of said Innovation Business Park and the easterly line of said 54.750 acres, also being the existing City of Delaware Corporation Line as established by Ordinance Number 14-96 and of record in Deed Book 1315, Page 174, a distance of 1662.24 feet, to a point on the northerly line of 69.767 acre tract described in deed to 42 View Farm, LLC., of recorded in Deed Book 1136, Page 1636, also being the common line of Farm Lot 25 and Farm Lot 13, also being the common corner of said 54.750 acres and an angle point of said existing City of Delaware Corporation Line;

Thence North  $85^{\circ}19'23''$  West, with the proposed Corporation Line and the common line of said 54.750 acres and of said 69.767 acres, a distance of 1090.90 feet, to a common corner of said 69.767 acres and 50.740 acre tract described in deed to Sectionline Sawmill, LLC., as recorded in Deed Book 1136, Page 1631, also being a common corner of Farm Lot 25 and Farm Lot 40;

Thence North  $85^{\circ}14'38''$  West, with the northerly line of said 50.740 acres, also being the common line of Farm Lot 17 and Farm Lot 40, a distance of 1490.36 feet, to a common corner of said 50.740 acre tract and 10.000 acre tract described in deed to Sectionline Sawmill, LLC., of record in Deed Book 1136, Page 1631, also being a common corner of Farm Lot 40 and Farm Lot 41;

Thence North  $85^{\circ}55'24''$  West, with the northerly line of said 10.000 acres and the common line of Farm Lot 17 and Farm Lot 41, a distance of 159.16 feet, to a point at the common corner of 50.000 acre tract described in deed to Francis L. Wilgus and Mary Lou Wilgus, of record in Volume 677, Page 2363 and 47.198 acre tract described in deed to TCCI LLC., of record in Volume 835, Page 1739;

Thence North  $04^{\circ}04'29''$  East, with the common line of said 50.000 acres and of said 49.198 acres, a distance of 1085.64 feet, to a common corner of 2.640 acre tract described in deed to TCCI LLC., of recorded in Volume 835, Page 1739 and Lot 9906 of Delaware Municipal Airport Plat, of record in Plat Cabinet 3, Slide 522, also being an angle point in the existing City of Delaware Corporation Line as established by Ordinance Number 93-284 and of record in Plat Cabinet 1, Slide 269;

Thence South  $86^{\circ}01'51''$  East, with the southerly line of said Lot 9906, also being of said existing City of Delaware Corporation Line, a distance of 322.08 feet, to a corner of said Lot 9906, also being an angle point of said existing City of Delaware Corporation Line;

Thence North  $03^{\circ}33'18''$  East, with the easterly line of said Lot 9906 and the said existing City of Delaware Corporation Line, a distance of 639.88 feet, to a point of said Lot 9906 and

an angle point of said existing City of Delaware Corporation Line, also being the centerline of Airport Road;

Thence South 86°00'51" East, with the southerly line of said Lot 9906 and the said existing City of Delaware Corporation Line, also being the centerline of Airport Road, a distance of 219.00 feet, to the northwesterly corner of 9.906 acre tract described in deed to City of Delaware, of recorded in Volume 834, Page 913;

Thence South 03°59'09" West, with the westerly line of said 9.906 acres, also being the proposed Corporation Line, a distance of 435.20 feet, to the southerly line of said 9.906 acres, also being an angle point in the proposed Corporation Line;

Thence South 86°00'51" East, with the southerly line of said 9.906 acres, a distance of 991.53 feet, to a point on the easterly line of a said 9.906 acre tract;

Thence North 03°59'09" East, with the easterly line of said 9.906 acres, a distance of 434.96 feet, to a point on the southerly line of a said Lot 9906 and the said existing City of Delaware Corporation Line, also being the centerline of Airport Road.

Thence South 85°56'41" East, with the southerly line of said Lot 9906 and the northerly line of said 54.750 acres and the said existing City of Delaware Corporation Line, a distance of 468.88 feet, to a point on the southerly line of a said Lot 9906 and the northerly line of said 54.750 acres, also being an angle point of said existing City of Delaware Corporation Line;

Thence South 81°17'36" East, with the southerly line of said Lot 9906 and the said existing City of Delaware Corporation Line, a distance of 734.42 feet, to a point on the southerly line of said Lot 9906 and the said existing City of Delaware Corporation Line, containing 89.618 acres, more or less, being approximately 52.326 acres in Farm Lot 13 and approximately 37.292 acres in Farm Lot 17.

4,046 lineal feet of perimeter is contiguous with the existing corporation line of the City of Delaware.

A total of 9,734 lineal feet of annexed perimeter.

41.6% of the perimeter of the annexed area is contiguous to the existing city of Delaware Corporation Line.

Being an Expedited II annexation.

No island of unincorporated area is being created with this annexation.

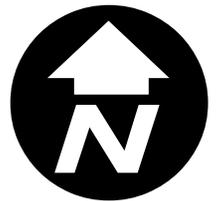
All bearings and distances shown on this survey are per deed of record and not the result of an actual boundary survey.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
*[Signature]* 12/05/17  
Mark Alan Smith, P.S. Date  
Registered Surveyor No. 8232

County Engineer  
Delaware County, Ohio  
I hereby certify the within to be a true copy  
of the document that is on file in the Map  
Department.  
CHRIS E. BAUSERMAN, P.E., P.S.  
County Engineer  
By *[Signature]* Date 12/05/17







## FACT SHEET

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AGENDA ITEM NO: 12

DATE: 01/22/2018

ORDINANCE NO:

RESOLUTION NO: 18-09

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Sean Hughes, Economic Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT VENTURE AGREEMENT FOR THE DELAWARE ENTREPRENEURIAL CENTER.

**BACKGROUND:**

We are requesting City Council's approval for the City Manager to enter into Joint Venture Agreement for the Delaware Entrepreneurial Center.

The City's 2014 Economic Development Plan has a goal to create economic opportunities for residents by providing resources and education to entrepreneurs and small businesses. Also, in 2014 the City completed a study on entrepreneur centers including an analysis of how such a center could best work in the City.

During the last three years, the City partnered with Ohio Wesleyan University and Delaware County to evaluate multiple buildings to house an entrepreneur center. In 2017, it was determined that Ohio Wesleyan University's Stuart Annex building would be the most cost-effective and efficient way to renovate and open an entrepreneur center. This building also would allow for partnership and efficiencies in the way the center would operate on a day to day basis while also fulfilling the goals of all partners. Due to the building being owned by the University, the University will be managing and paying for all renovations to the building. The University also is offering to commit staff and other University

resources towards the ongoing operations and resources of the Entrepreneur Center.

The University is requesting financial, staff and leadership support from the City and Delaware County for the ongoing operations of the Entrepreneur Center. They have requested a 5-year commitment from the City and County with \$50,000 per year contributions each for the ongoing operations of the Center.

The City and County also will participate on the Center's Advisory Board and Operations Committee. Economic Development staff also will work with members of the Entrepreneur Center to help start and grow their businesses with hopes of making them job creating businesses and eventually relocating them to buildings throughout the City and County.

**REASON WHY LEGISLATION IS NEEDED:**

This resolution allows the University, City and County to enter into a Joint Venture Agreement for the Delaware Entrepreneurial Center so that the three partners can work towards renovating and opening the City and County's first fully operations entrepreneur center.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

COST: \$50,000 annually over 5 years

FUND SOURCES: Economic Development Fund

BUDGETED: YES

DEPARTMENTS IMPACTED: Economic Development, Finance

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Sean Hughes, Economic Development Director

Megan Ellis, OWU Administrative Director of the Woltemade Center of Economics

Dan Charna, OWU Assistant Professor of Business Administration

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Joint Venture Agreement for the Delaware Entrepreneurial Center

RESOLUTION NO. 18-09

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT VENTURE AGREEMENT FOR THE DELAWARE ENTREPRENEURIAL CENTER.

WHEREAS, The City of Delaware is committed to small business development as a component of its larger economic development strategies; and

WHEREAS, the City began a project to explore and develop an entrepreneur center; and

WHEREAS, the City discovered the best direction for accomplishing the development of an entrepreneur center was through partnership with Ohio Wesleyan University and Delaware County; and

WHEREAS, Ohio Wesleyan University, the City and Delaware County concluded that a University owned building, the Stuart Annex building, is the best option for renovating and utilizing physical facilities for an entrepreneur center; and

WHEREAS, Ohio Wesleyan University has taken a leadership role in planning the facility for the entrepreneur center and will continue to lead the activities of renovating and operating the entrepreneur center; and

WHEREAS, the City and County wish to support Ohio Wesleyan University through financial contributions, staffing and board leadership in the opening and ongoing operations of the entrepreneur center; and

WHEREAS, City Council believes being a partner in the entrepreneur center will create opportunities for the residents of the City of Delaware.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Delaware, State of Ohio that:

Section 1: The City Manager is authorized to enter into a Joint Venture Agreement with Delaware County and Ohio Wesleyan University for The Delaware Entrepreneur Center.

PASSED: \_\_\_\_\_, 2018

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_  
ABSTAIN \_\_\_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

## Joint Venture Agreement

For

### The Delaware Entrepreneurial Center

This joint venture agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2017 (“Effective Date”) by and among the City of Delaware (“City”), the Delaware County Board of Commissioners (“County”), and Ohio Wesleyan University (“University”) (which together are sometimes referred to collectively as the “Parties”).

#### Background

- A. The University, County and City desire to establish The Delaware Entrepreneurial Center (“Center”).
- B. As of the Effective Date, the University has proposed, and the City and County have agreed, that the University’s Stewart Annex at 69 South Sandusky Street in Delaware, Ohio (“Stewart Annex” or alternatively, the “Real Property”) would be a good initial location for the Center for the term of this Agreement.
- C. This Center will serve the University, County and City by providing a year-round, unique working environment that promotes the entrepreneurial mindset, innovative thinking, collaboration, exploration and the creation of social, political or economic value for its various constituents.
- D. In particular, the University, County and City intend for the Center to address two primary needs of equal significance:
- The Center will provide City and County residents with an all-encompassing facility where they can research, plan, and execute a business startup within a designated timeframe by the Operations Committee (the Center is not to serve as a permanent home for new businesses). In addition, those residents will have on-going support through a space that will provide an innovative work environment, relevant programming, and professional support.
  - The Center will function as a teaching tool, giving University students access to hands-on, practical working experiences with the entrepreneurial world.

#### Agreement

##### 1. Stewart Annex / Real Property

- 1.1. The Stewart Annex is the University-owned real property consisting of 0.388+/- acres of land and a two-story masonry building.
- 1.2. To provide a place for the Center, the University will:
- 1.2.1. Perform and pay for renovations and remodeling to the Stewart Annex, from competitive bidding through to completion, starting with an initial transfer of \$100,000 dollars from the Woltemade Center for Economics, Business and Entrepreneurship (“Woltemade Center”) to a restricted fund dedicated to the Center.
  - 1.2.2. Provide insurance coverage naming the City and the County as additional insureds for the Stewart Annex and its furniture, fixtures and equipment for public use in the same form and manner the University insures its other campus facilities.
- 1.3. The parties agree and acknowledge that all construction improvements, furniture, fixtures and equipment will be considered University property both during the term of this Agreement and

after. Further, that the University, before, during and after the term of this Agreement, will retain all legal right, title and interest to the Stewart Annex and all such improvements, furniture, fixtures and equipment, with no such rights, legal or equitable, claimed or reserved by the City or the County.

- 1.4. Within the Stewart Annex, the University shall make available permanent desk space for two of the City's personnel and two of the University's personnel, with space available to the County on an as needed basis.
- 1.5. The City shall waive permitting and inspection fees and other costs within the control of the City that relate to the renovations and remodeling of the Real Property. In addition, the City agrees to make reserved spaces for Center tenant/members from the metered spaces on the west side of South Sandusky Street currently in front of the Stewart Annex.
- 1.6. The City and County shall aid the University in obtaining paying tenant/members for the Center.
- 1.7. Architectural renderings are attached here as **Exhibit A** and **Exhibit A-1**. The parties agree and acknowledge that the renderings at signing are subject to change in the process of competitive bidding and based on budget availability, which when finalized by the University, shall be replaced with the final renderings and construction budget used when the University contracts out the work to be performed.

2. **Term** – The initial Term of the Center shall be five (5) years from the Completion Date. Subject to the mutual agreement of the parties by written notice to each other, the initial Term may be extended under the same terms and conditions by two (2) 5-year extensions to be exercised in Year 5 for Years 6 - 10 -and Year 10 for Years 11 – 15. The University shall use commercially reasonable best efforts to complete the renovations and remodeling to the Real Property within 9 months of the Effective Date. Once renovations and remodeling are complete and the Center is certified for occupancy (“Completion Date”), the University, County and City shall consider operations of the Center to have officially begun, with contributions due from the County and City as provided for below in Section 3. To the extent the Real Property is certified for occupancy other than the 1<sup>st</sup> day of the month, then the Completion Date shall be moved ~~back~~ to the first day of the next full calendar month.

2.1. It is the intent of Section 2 to allow all parties to have an agreed upon mechanism to continue this agreement if each party desires to do so at the completion of the initial Term. However, it is not the intent of this section to bind or influence future elected, appointed or governing boards to continue this agreement if they do not desire to do so under these set terms or any terms.

### 3. **Contributions and Payments; Audit**

3.1. The City and the County agree to make annual contributions to the Center in the amount of \$50,000 each, once a year for a period of 5 years, with the first annual contributions due no later than the end of the first year of operation of the Center. Thereafter, the City and County will use best efforts to pay at the beginning of any given year, but in no event later than at the end of a given year.

3.2. The University's ongoing contribution to the Center will be in-kind, which includes, by way of example, staffing and management of the Center and operation and maintenance of the Real Estate, as described in greater detail below.

3.3. The City and County annual contributions will be used for programming and operational expenses at the Center, with the University paying to operate and maintain the Real Property itself.

3.4. Further, if the Advisory Board determines that the Center is not meeting expectations as previously established by the Advisory Board, then the City and/or County reserve the right *not*

to make a payment in any given year until the party is satisfied, *provided, however*, that the City and County each agree to make a minimum of \$250,000.00 in contributions to the Center in its first five (5) years of operations.

- 3.5. Further, if at a period of time within the initial term the Center begins to generate revenue in excess of operational expenses, then the Advisory Board will evaluate the concept of a reduction in the City's and/or County's financial obligation in a manner that properly reflects the revenue being generated.
- 3.6. The Center will pay rent for the Real Estate to the University at a below-market gross rent (which is inclusive of all services) of \$60,000.00 annually, due and payable in equal monthly installments of \$5,000.00 on the first of each month beginning with the first full month of operation.
- 3.7. Third party lessees and licensees will be responsible for payment to the Center based upon their monthly leases or periodic licenses, along with any ancillary services they choose to purchase from the University that are not part of their gross rent or licensing fee. Those services may include by way of example:
  - 3.7.1. Printing;
  - 3.7.2. Photocopying and duplicating; and
  - 3.7.3. Memberships to the Simpson Querrey Fitness Center.
- 3.8. The parties agree and acknowledge that the City and County shall have the right, at reasonable times and at a place designated by the University, to audit the financial records and documents of the Center.

#### **4. Overall Governance and Day-to-Day Management & Operations**

##### **4.1. Governance**

- 4.1.1. The Center will establish an advisory board comprised of 7 members ("Advisory Board"):
  - 4.1.1.1. The County Economic Development Officer and one (1) County Commissioner or designee;
  - 4.1.1.2. The City Economic Development Officer and the City Manager or designee;
  - 4.1.1.3. The President of the University; and one other delegate his/her choosing.
  - 4.1.1.4. One (1) member at-large from the Delaware County entrepreneurial community, as selected by a simple majority of the other members of the Advisory Board.
    - 4.1.1.4.1. Each at-large member shall serve a term of two (2) years, beginning no later than the Completion Date. The first member at large term will end on June 30, 2020.
    - 4.1.1.4.2. In the event an at-large member is not able to complete a term and resigns or is removed by a simple majority of the Advisory Board, then the other members of the Advisory Board shall select another individual to serve out the balance of that term.
    - 4.1.1.4.3. An at-large member may not serve more than two (2) consecutive terms, not including any partial term served.
- 4.1.2. The Advisory Board will meet twice a year to review Center operations, including the Center budget, operating results, programming and service to the various constituencies. Advisory Board decisions will be made by a simple majority vote. The Advisory Board shall have no authority to alter or amend the terms of this Agreement in any way, including by way of example rather than limitation, take any action with regard to relieving the City or County with regard to Contributions and Payments under Section 3.

4.1.3. In addition to the Background recitals at the beginning, the University, County and City agree to follow and apply the Guiding Principles attached here as **Exhibit B**.

#### **4.2. Management and Operations**

4.2.1. The Advisory Board will establish an operations committee (“Operations Committee”) comprised of 5 members:

- 4.2.1.1. The County Economic Development Officer;
- 4.2.1.2. The City Economic Development Officer;
- 4.2.1.3. The University’s Chief Financial Officer;
- 4.2.1.4. The University’s Administrative Director of the Woltemade Center; and
- 4.2.1.5. The Business Faculty member designated as the Entrepreneurial Faculty person

4.2.2. The Operations Committee will meet monthly to review the Center budget, operating results, programming and service to the various constituents and will report results to the Advisory Board at its bi-annual meetings.

4.2.3. The manager for the Center (“Manager”) will be appointed by the University President and, unless otherwise designated, will be the Administrative Director of the Woltemade Center. This person’s responsibilities will include, by way of example:

- 4.2.3.1. Representing the Center in dealing with the architect and building contractor for the bidding and construction of renovations and remodeling to the Stewart Annex;
- 4.2.3.2. Leasing Center space;
  - 4.2.3.2.1. Any lease agreement with a company with a proven track record of experience or ownership of significant assets must be submitted to the University for review and approval before being authorized
- 4.2.3.3. Scheduling and Managing the Center calendar;
- 4.2.3.4. Programming for the Center;
- 4.2.3.5. Serving as the liaison between the University and Center for support, such as accounting, janitorial and housekeeping, and information technology, insurance, landscaping, maintenance and repairs and utilities.
- 4.2.3.6. Providing quarterly reports to the Advisory Board.

5. **Insurance** – In addition to insuring the Real Property and the Center in the amounts and coverages that are consistent with University practices, the University will obtain insurance for the Advisory Board that names the City and the County as additional insureds, the Operations Committee and the Manger, provided that the City and County are current in making annual payments for the operation of the Center. This shall include, but not necessarily be limited to (1) broad form commercial general liability insurance, (2) personal/commercial automobile liability insurance (including, as appropriate, owned, hired, and borrowed auto coverages), and (3) director and officer liability/errors and omissions. The limit of liability for such coverage shall be no less than [\$1 million] per claim/occurrence.

#### **6. Miscellaneous**

6.1. Any person executing this Agreement in a representative capacity warrants that he or she has been duly authorized by his or her party to execute this Agreement on such party’s behalf, except that in the case of the University, the parties agree and acknowledge that the calendar of meetings for the University Board of Trustees is such that the authority of the person signing on

behalf of the University may be subject to final approval and ratification by the University Board of Trustees at the time of signing for the City and County.

- 6.2. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, being the State where the Center and Real Property are located and where this Agreement has been drawn, executed and is to be performed. The captions used in this Agreement are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Agreement or any part hereof. Each party shall bear its own expenses in the preparation, review and execution of this Agreement.
- 6.3. Apart from their mutual aid and support for the Center, the Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever make any Party the partner, agent or legal representative of any other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party to this Agreement shall have any authority to act for, or to assume any obligations or responsibility on behalf of, any other Party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided.
- 6.4. This Agreement embodies the entire agreement between University, County and City with respect to the Center and the Real Property, and shall not be modified, changed or altered in any respect, except in writing, executed by duly authorized individuals acting on behalf of all three parties.
- 6.5. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same Agreement; provided, that, it shall only be necessary to produce one (1) duplicate of this Agreement for proof.
- 6.6. The Effective Date shall be the date that this Agreement is fully executed on behalf of the City, County and University.

[SIGNATURES ON FOLLOWING PAGES; BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this Agreement as of the Effective Date first set forth above.

**The Delaware County Board of Commissioners**

\_\_\_\_\_  
Jeff Benton Date

\_\_\_\_\_  
Barb Lewis Date

\_\_\_\_\_  
Gary Merrell Date

**The City of Delaware**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

**Ohio Wesleyan University**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

**Schedule of Exhibits:**

**Exhibit A - Architectural renderings**

**Exhibit B - Guiding Principles of The Delaware Entrepreneurial Center**

G:\Data\Clients\Business Entities\M-P\Ohio Wesleyan University\100 Economic Development Center\JWalker\_Joint Venture Agreement - final draft 11 19 17 - BL edits - 1-8-18 - AW edits 1-11-2018.doc

**Exhibit A**  
**Architectural renderings**

DRAFT

## **Exhibit B**

### **Guiding Principles of the The Delaware Entrepreneurial Center**

#### **Mission**

To create an entrepreneurial hub for Ohio Wesleyan University and the City and County of Delaware, Ohio (Community) that facilitates value creation through education, outreach, and innovative space.

#### **Vision**

To be the entrepreneurial thought leaders in our Community that work to improve our local economic, cultural and social population through the creation of value. We accomplish this through well-designed and flexible physical space, providing high quality programming and resources to our constituents that help them grow.

#### **Objectives:**

- Provide Theory to Practice learning opportunities for students of Ohio Wesleyan as well as educational opportunities and outreach to the Community at large.
- Stimulate the entrepreneurial spirit and provide a strong knowledge base that enables our Communities to act on their creative and innovative ideas.
- Contribute to the competitiveness of the local economy by providing the next generation of business, thought, and service leaders access to industry experts, shared services, cost sharing and co-working spaces.
- Become the entrepreneurial hub for our Community that helps to accelerate local growth, retain firms and create high value employment.

#### **Core Values:**

**Accountability:** We account for our activities, accept responsibility for them and disclose their results in a transparent manner.

**Collaboration:** We accomplish more through collaboration with others than by ourselves.

**Innovation:** We have an unquenchable curiosity for knowing how, when, and why while valuing creativity which allows us to see the world as filled with opportunity.

**Integrity:** The most important human asset is our integrity; integrity is more important than money.

**Respect:** We must gain the respect of others and appropriately respect others.

**Diversity:** We value a community that is broadly diverse.



## FACT SHEET

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AGENDA ITEM NO: 13

DATE: 01/22/2018

ORDINANCE NO: 18-02

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jackie Walker, Assistant City Manager

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE WITH COHATCH DBA DELAWARE COMMUNITY SPACE, LLC, FOR A HIGH-END CO-WORKING SPACE IN THE CITY HALL ANNEX LOCATED AT 18 EAST WILLIAM STREET.

**BACKGROUND:**

For the past 12 months, The City has been working with Worthington-based COhatch, Inc., on finding a location for a co-working space in the downtown. Council took formal action on this matter in June, 2017, when it authorized the City Manager to negotiate an incentive agreement with COhatch. Since that time, the City has been negotiating an agreement that would have COhatch lease the first floor and basement of the City Hall Annex (formerly the Gazette Building) for co-working space to be operated by COhatch. The ordinance before Council now would authorize a lease agreement between the City and COhatch, the details of which are spelled out in the enclosed memorandum.

The City has determined that the basement and the first floor of the City Hall Annex is not needed at this time for City use and feels that the redevelopment of the building will place the City in an excellent position to one day redevelop the second floor for City Offices.

The negotiation has considered various options for facilitating the financing of the project. In an attempt to reduce the overall costs of renovating the facility.

The City, with CoHatch, explored utilization of the Delaware Finance Authority's programs. After Council asked staff to continue to explore a working relationship with the Finance Authority, it was determined that most savings offered through the Finance Authority programs could still be achieved by the City utilizing our own processes due to the facility being owned by the City. Staff has determined that the best direction would be to return to an investment of \$1,185,000 for the renovations and utilize a design-build process for renovations. COhatch's architecture firm and construction companies will be able to bid on the design-build project through a competitive bidding project. Sales tax will not apply to construction materials due to the construction being on a City owned facility. Once the City's renovation project is complete, COhatch will be able to start their design and finish construction utilizing their own financing. COhatch will be seeking a Community Reinvestment Area tax abatement as the only incentive to help reduce the costs on their design and finish construction and ongoing operations of the Delaware COhatch facility.

**REASON WHY LEGISLATION IS NEEDED:**

Under Delaware Codified Ordinance 107.06 City Council must approve leases of city owned land with an ordinance.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

The City has agreed to invest \$1,185,686.00 in the redevelopment of the two floors. COhatch dba Delaware Community Space will pay \$6,500.00 per month in rent for ten years to offset the initial investment.

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Jackie Walker, Assistant City Manager

**RECOMMENDATION:**

Approval at second reading

**ATTACHMENT(S):**

Memo

The final draft agreement with COhatch dba Delaware Community Space

ORDINANCE NO. 18-02

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE WITH DELAWARE COMMUNITY SPACE, LLC, FOR A HIGH-END CO-WORKING SPACE IN THE CITY HALL ANNEX LOCATED AT 18 EAST WILLIAM STREET.

WHEREAS, the Council of the City of Delaware wishes to attract and retain jobs for the economic prosperity of the residents of the City; and

WHEREAS, in Delaware's 2015 Community Attitudes Survey, attracting new businesses and helping existing businesses grow was ranked as a top priority by city residents; and

WHEREAS, City Council has determined that it is desirable to lease land owned by the City to achieve these goals; and

WHEREAS, the in Resolution No. 17-40 (June 2017), City Council authorized the city manager to negotiate an incentive package with CoHatch (known as Delaware Community Space, LLC) in downtown Delaware; and

WHEREAS, Delaware Codified Ordinance Section 107.06 permits Council to authorize the lease without advertising.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DELAWARE, DELAWARE COUNTY, OHIO, that:

SECTION 1. The City Manager of the City of Delaware is authorized to sign the attached lease for the first floor and basement of the City Hall Annex located at 18 East William Street.

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:

YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2018

YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



## MEMORANDUM

TO: City Council  
FROM: R. Thomas Homan, City Manager  
DATE: 1/18/18  
RE: Delaware Community Space (formerly Cohatch)

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As Council is aware, earlier in the year, it authorized negotiations between the City, and Worthington-based Delaware Community Space, LLC (DCS) for a co-working space in the downtown.

The following represents the salient business terms that had been agreed to, in principle, by Matt Davis of DCS for the lease of the basement and first floor of the City Hall Annex (formerly the “Gazette Building”).

- Total leased square footage is 9,386 sq. ft, representing the first floor and the basement of the City Hall Annex. DCS will have five designated parking spaces for their exclusive use.
- Lease term: 10 years with DCS having the exclusive right to two additional five year terms.
- Rent: \$6,500 per month (\$78,000 annually) with the first payment due 90 days after substantial completion. Exercise of the two additional five year renewal options includes a 6% rent escalation clause for each term as long as DCS is in good standing with the lease.
- The City will be responsible for bringing the first floor and basement to a “vanilla box” state, up to a negotiated maximum cost of \$1,185,686. The City’s cost to finance the \$1,185,686 renovation will be \$111,876 annually for 15 years. With DCS paying \$78,000 annually the gap between rent and renovation cost plus financing is approximately \$33,876. This gap would have to be covered by an annual contribution by the City, and should be considered as part of the City’s incentive to locate DCS here.
- DCS is responsible for paying for the final design improvements, estimated to cost up to approximately \$654,000.



- The lease is “triple net,” with DCS responsible for real estate taxes, building insurance, and maintenance.
- Connection to City Hall: Municipal impact fees would be used to construct a connector bridge between City Hall and the City Hall Annex. These improvements would be ideally undertaken at the time of the renovation. At a later date, the City will be present to Council conceptual plans for the utilization for the second floor. The estimated cost for the connector bridge is \$275,000.
- The City’s buyout options are as follows:
  - The City must hire an outside firm to determine the need for terminating the lease prematurely.
  - The City must provide DCS a 24-month notice of their intent to terminate the lease.
  - The City must pay DCS 20% of the original budget cost and tenant improvement costs for every month that the lease is canceled prematurely during the original 10 year lease.
  - This option must not be exercised earlier than eight years from the commencement of the original ten year lease.

Please let me know if you have any additional questions that I could answer.

## LEASE

This lease is made effective as of [INSERT DATE] at Delaware, Ohio, between the City of Delaware, a municipal government headquartered at 1 S. Sandusky Street, Delaware, Ohio 43015, the owner of record of the Premises defined below (“**Owner**”) / (“**Landlord**”) and Delaware Community Space, LLC, an Ohio limited liability company whose address is 4620 Hickory Rock Drive, Powell, Ohio 43065 (“**Company**” or “**Tenant**”) (both collectively referred to herein as the “**Parties**”), who hereby agree as follows:

§1. **Lease of Premises.** On the terms and subject to the conditions set forth in this agreement, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord a portion of the building formerly known as the “Delaware Gazette Building” but hereinafter known as City Hall Annex at 18 East William Street, Delaware, Ohio 43015 which portion consists of 7,000 sq. ft. of space on the first floor, approximately 2,386 sq. ft. on the lower level, a front “patio” entry area and five exclusive parking spaces now or hereafter located thereon in the parking lot east of the City Hall Annex.

§2. **Term.** The initial term of this lease shall be for a period of ten (10) years with the option of two five year renewals provided the Tenant is not in default of any provisions hereof and shall begin on the earlier of: (a) [INSERT DATE] and (b) the date upon which the first of Tenant’s members agreement for use of space in the City Hall Annex commences (the “**Commencement Date**”). For purposes of this lease, the term, “**Lease Year**” shall mean a period of 12 consecutive calendar months following the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

§3. **Rent.** Tenant shall pay Landlord rent \$6,500 per month on or before the first day of each and every calendar month during the respective Lease Year (the “**Base Rent**”). The first payment will be due 90 days from the point the Landlord determines that the space is at substantial completion in order to allow the Tenant to make the necessary improvements.

In addition to the Base Rent, as part of its rent requirement Company must provide one standard tenant office for City of Delaware Economic Development Department.

If the costs for the Vanilla Box Renovation, Soft Costs/ Design Costs, 7% Contingency and Tenant Improvements exceed the estimated cost of \$1,185,686.00, the Tenant will assume all additional costs. Further, the Landlord will work with the Tenant to optimize the use of the project cost in order to make the space as ready as possible for Tenant’s improvements.

Any payments to be made by Tenant to Landlord under this lease shall be made by normal business methods, and shall be paid to Landlord at Landlord's address for receiving notices under §25 of this lease.

This lease is a net lease, and the rent shall be absolutely net to Landlord at all times during the term of this lease and any renewal term, so that this lease shall yield to Landlord the full amount of the rent, unless otherwise adjusted hereby, and that all costs, expenses, taxes, charges, and other obligations of any character directly or indirectly relating to the Premises or the ownership, possession, use, occupation, operation, maintenance, repair, alteration, improvement or replacement of the Premises which may arise or become due or payable during the term of this lease shall be paid by Tenant, whether or not specifically described in this lease.

§4. **Utilities and Related Equipment.** Landlord has caused to be provided electricity, natural gas, water and sanitary sewer service access to the Premises in the manner as they currently; beyond said Utilities Service, Landlord shall not be obligated to furnish heat, electricity, water, cable or internet for the Premises. Tenant shall maintain and keep operating any lighting, hot water, and electrical equipment and lines installed by Tenant for the Premises, and repair such equipment or lines if it becomes necessary during the term of the lease.

Landlord has caused to be provided separate meters for the Premises. As such, Tenant shall directly pay or cause to be directly paid when due any and all bills and charges for gas, electricity, water, sewage, trash disposal, telephone, and other utility services used or wasted in connection with the Premises during the term of this lease. If such charges are paid by Landlord, Tenant shall reimburse Landlord within ten days after receipt from Landlord of a statement setting the amount of such utilities. Such charges shall be deemed additional rent under the terms of this lease.

§5. **Taxes and Assessments.** Tenant shall pay or cause to be paid any and all real estate taxes and installments or assessments on the Premises remaining after any applicable tax abatements, when due and payable during the term of this lease. Tenant shall pay all taxes or charges now or hereafter imposed with respect to any business conducted by Tenant on the Premises and with respect to any materials purchased or used by Tenant in connection therewith.

§6. **Insurance.** Tenant shall obtain and thereafter maintain or cause to be maintained in force at all times during the term of this lease:

- (a) Comprehensive public liability insurance with respect to the Premises having limits not less than \$2,000,000 for a bodily injury to any one person, \$2,000,000 for bodily injuries arising out of one occurrence, and \$2,000,000 for property damage, or such increased policy limits as may from time to time hereinafter be requested by Landlord if Landlord is acting upon the advice of Landlord's licensed insurance advisor. If coverage is not available in the exact amount state above, then coverage in the nearest higher amount available shall be obtained. Each insurance policy furnished under this §6(a) shall specifically include coverage of the indemnification provision contained in §16 of this lease.

- (b) Comprehensive Fire and extended coverage insurance with respect to the portions of the Premises used by Tenant, as well all Tenant's personal property within or about the Premises.
- (c) The Tenant shall name the City of Delaware as an additional insured with regards to the use of the leased space and all contiguous grounds and submit a certificate of insurance stating such.

§7. **Use of Premises.** Tenant shall use the first and basement level portions of the Premises for the operation of a co-working business concept, including open desk space and office memberships, administrative support services, conference space, member events, their Madery concept, shared makers spaces, artists or creative studios, makers spaces, accelerator and other uses incidental thereto, and shall not permit that portion of the Premises to be used for any other purpose without first obtaining Landlord's express written consent to that specific use, which consent may not be unreasonably withheld. Tenant may use a portion of the premises for a "makerspace" operation open to members of Tenant and to other businesses or organizations as Tenant deems desirable; provided, however that activities involved with the "makerspace" use shall be considered to be so-called "clean activities" only that do not create noise, dust, odors or other conditions that may be reasonably objectionable to users of the second floor of Premises, which will be used by the City and the public.

§8. **Compliance with Laws.** Tenant, at Tenant's own cost and expense, shall promptly comply or cause compliance with all laws, regulations, orders and requirements of all federal, state and local governments, courts and agencies and all regulations and orders of the National Board of Fire Underwriters or other organization hereafter exercising similar functions, which may be, and to the extent are, applicable to or affect the Premises or any business conducted thereon, including without limitation any exterior areas of the Premises, whether present or future, foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be within the present contemplation of Landlord and Tenant or shall involve any change of governmental policy or require structural or extraordinary repairs, alterations and additions.

Tenant shall obtain, maintain, and comply with all permits, licenses and other authorizations required for any use then being made of the Premises, as appropriate.

No abatement or interruption in rent or other charges required to be paid by Tenant pursuant to this lease shall be claimed by or allowed the Tenant for any inconvenience or interruption or loss of business caused directly by or indirectly by any present or future laws, ordinances, regulations, requirements or orders of any lawful authority whatsoever, or by rationing, priorities or curtailment of labor or materials, or by war, civil commotion, strikes, riots or anything resulting therefrom, or by any other cause or causes beyond the control of Landlord nor shall this lease be affected by an such causes; and no diminution in the amount of fixtures, equipment, operation or use of the Premises by Tenant shall entitle Tenant to any abatement or reduction in rent or any other charges required to be paid by Tenant pursuant to this lease.

Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Premises or the certificate of occupancy issued for the Premises. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the City Hall Annex, or injure them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purposes, nor shall Tenant cause, maintain, or permit any nuisance in, on or about the City Hall Annex. Tenant shall not use or permit the Premises to be used for any purpose or in any manner that would, in Landlord's opinion, invalidate any policy of insurance under §6 of this lease or increase the rate of premiums payable on such insurance policy without first obtaining Landlord's express written consent to such use and paying Landlord, if and when due, any and all increases in Landlord's insurance premiums that result from such use by Tenant. Tenant shall provide and maintain on the Premises fire extinguishers, smoke detectors, hoods and other equipment to protect the Premises against casual fires.

**§9. Condition of Premises.** Landlord has made no representation or warranty, express or implied, with respect to the condition of the Premises or the fitness of the Premises for any particular use. Tenant acknowledges that it has fully investigated and is familiar with the size, dimensions, and physical condition of the Premises and the Utilities Service, and is accepting the Premises "as is." Except as may be expressly described in this lease, Landlord shall not be required to make any improvement, repair, alteration, or restoration of the Premises or in any manner maintain the Premises, and shall have no liability for any latent or patent defects in or pertaining to any condition of the Premises.

**§10. Maintenance and Repairs.** Tenant shall maintain the Premises in as good order and condition of repair, safety, cleanliness and appearance as the same are in on the Commencement Date, ordinary wear and tear and damage by fire or other casualty covered by fire and extended coverage insurance excepted, and Tenant shall make all repairs necessary or appropriate to so maintain the Premises, including maintenance and repair of any portion of the outdoor patio dining facilities as they may be constructed and comprise the Premises. The repairs and maintenance to be made by Tenant under this §10 shall include, without limitation: repairs or replacements of electrical and plumbing system infrastructure beyond the Utilities Service provided by Landlord, plate glass, windows, doors, fixtures, equipment, furniture and appliances and the removal of rubbish and obstacles from the Premises, the sidewalk and other common areas within and surrounding the Premises.

As of the effective date of this lease, Landlord shall maintain and keep in repair the structural and exterior parts of the City Hall Annex, including without limitation the roof, foundation, exterior walls and the Parking Lot, and for repairs to the Utilities Service, unless such repairs become necessary because of the acts or omissions of Tenant or Tenant's agents, employees, invitees or licensees. Landlord shall be responsible for the removal of snow and ice on the sidewalks adjacent to the City Hall Annex and the Parking Lot. stairway adjacent to the City Hall Annex and the Parking Lot. For such limited purpose, Landlord, Owner and their

agents, employees and designees shall have the right to enter Tenant's portion of the Premises at any reasonable times, after either oral or written prior notice to Tenant to the extent possible, which prior notice shall not be required in the event of any emergency.

Tenant and Landlord shall cooperate with each other to determine the most effective and efficient method for custodial services in the common areas of the City Hall Annex, which may involve contracting with a third party for such work. Tenant shall be responsible for its proportionate share of the cost of common area maintenance.

**§11. Alterations and Improvements; Submission of Concept Plan.** The City of Delaware will endeavor to bring the aforementioned space to a "Vanilla Box" state. Vanilla Box is defined as bringing the interior shell of the space to a state ready for lease, not use, including the ceiling, new or replacement windows, framing, insulation, and gypsum walls, flooring (concrete finishes or other acceptable/ comparable material), lighting outlets and base fixtures, plumbing and plumbing fixtures, stairways, railing to bring them to code, HVAC and electrical.

Thereafter, no further alteration, addition, improvement, or other change in or to the Premises (hereinafter collectively called an "**alteration**") shall be made by Tenant except under the following circumstances:

- (a) no alteration shall be made without first obtaining the prior written consent of Landlord to the specific alteration, which consent shall not be unreasonably withheld;
- (b) no alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction, including but not limited to any City of Delaware agents or agencies.
- (c) any alteration shall be made promptly and in good workmanlike manner and in compliance with all applicable permits, authorizations, building and zoning laws, and all other laws, ordinances, regulations, and requirements of all governmental authorities and in accordance with the requirements of the National Board of Fire Underwriters or other body hereafter exercising similar functions;
- (d) the cost of any such alteration shall be paid promptly by Tenant such that the Premises are free of liens and claims for work, labor, or materials supplied or claimed to have been supplied to the Premises, or any such liens are paid, bonded or otherwise caused to be paid by Tenant forthwith and, if Landlord at any time so requests, no alteration shall commence or proceed unless Tenant gives evidence satisfactory to Landlord that the same will be fully paid for upon completion; and,
- (e) any alteration shall immediately become and remain the property of Landlord, unless Landlord otherwise agrees, in writing, subject always to the rights of Tenant hereunder, provided that upon termination of this lease, Landlord shall have the right at its option to require Tenant to remove any alteration made pursuant to subparagraphs (a) through (d) of this §11 and to restore the Premises to the same

condition as before such alteration was made, unless Landlord expressly waives the foregoing right in its written consent to the alteration.

**§12. Restoration.** If all or materially all ("materially all" being defined in §13, below) of the Premises for which rent is being paid is damaged or destroyed at any time during the term of this lease, then Tenant, upon written notice delivered to Landlord within 60 days after such destruction or damage, may terminate this lease. If Tenant elects not to terminate this lease, or in the event that less than materially all of the Premises are damaged or destroyed, Tenant forthwith shall commence and thereafter shall diligently complete repair and restoration of the Premises to the same or better condition as the same were in immediately prior to such damage or destruction (except for changes in design or materials which then may be required by law), all at Tenant's cost and expense, provided that all proceeds payable with respect to any insurance policy maintained by either Landlord or Tenant under §6, above, to the extent reasonably allocated to the Premises as part of the Building, shall be applied first in payment of such repair and restoration to the standards reasonably required by Landlord, and the remainder, if any, shall be retained by Tenant.

If all or any part of the Premises is damaged or destroyed, Tenant promptly shall notify Landlord thereof and make proof of loss to the insurance company or companies involved. No damage to or destruction of all or any part of the Premises by fire, other casualty or any other cause whatsoever shall entitle Tenant to surrender possession of the Premises or to terminate this lease, unless Tenant is entitled to and does exercise its option to terminate this lease as described above, and then only after receipt by Landlord of the notice described above. In the event of any damage or destruction of the Premises, unless such damage or destruction was caused by Tenant, the rent payable by Tenant shall be equitably and proportionally abated on the basis of the damaged or destroyed portions of the Premises during the period of time during which all or any part of the Premises are untenable.

**§13. Condemnation.** If all or materially all of the Premises are taken by any condemning authority, other than the Owner (which the Parties acknowledge is a municipal corporation formed under Ohio law and wielding its own condemnation authority thereunder), under the power of eminent domain or by any purchase or other acquisition in lieu of condemnation, then this lease shall terminate as of the date Tenant is deprived of physical possession thereof and the rent and other charges herein to be paid by Tenant shall be paid to that date.

In any event, Owner and/or Landlord shall be entitled to all compensation and damages (including consequential damages) awarded for any such taking of all or any part of the Premises and Tenant may make a claim to Owner and/or Landlord to share in any award or consideration.

For purposes of this lease, "**materially all of the Premises**" shall be considered as having been taken, damaged or destroyed if the portion of the Premises which is taken, damaged or destroyed would leave remaining a portion which (due either to the area so taken, damaged or

destroyed or the location of the parts taken, damaged or destroyed) would not under then-existing economic conditions, zoning laws or building regulations readily accommodate improvements of a nature similar to the improvements existing on the Premises taken, damaged or destroyed to produce a fair and reasonable return after payment of rent and other charges to be borne by Tenant hereunder and normal operating expenses relating to the improvements.

**§14. Default.** Each of the following events shall be deemed an event of default under this lease and also a material breach of this lease:

- (a) failure by Tenant to make any payment of rent to Landlord within 30 days following the date it becomes payable hereunder (excluding abated rent amounts);
- (b) failure by Tenant to make any other payment or perform or observe any other obligation or condition to be performed or observed by Tenant under this lease and failure by Tenant to correct such default within 30 days after Landlord gives Tenant written notice to do so or, if because of the nature of such default it cannot be corrected within such 30-day period, failure by Tenant to commence correction within such 30-day period and thereafter to expeditiously and continuously prosecute the correction to completion;
- (c) abandonment or vacation of the Premises by Tenant;
- (d) termination, assignment or sublease of Tenant's interest in this lease or change of ownership in Tenant, whether voluntary or by operation of law, unless pursuant to §20 of this lease; or
- (e) the filing or execution or occurrence of any one or more of:
  - i. a petition in bankruptcy by or against Tenant;
  - ii. a petition or answer seeking with respect to Tenant a reorganization, arrangement, composition, readjustment, liquidation, a dissolution or relief of the same or different kind, under any provision of the Bankruptcy Act or any statute of like tenor or effect;
  - iii. an adjudication of Tenant as a bankrupt or insolvent;
  - iv. an assignment for the benefit of creditors of Tenant, whether by trust, mortgage or otherwise or the execution of a composition agreement with Tenant's creditors;
  - v. the petition or other proceeding by or against Tenant for the appointment of a trustee, receiver, guardian, conservator, or liquidator of Tenant with respect to all or substantially all of Tenant's property;
  - vi. a petition or other proceeding by or against Tenant for its dissolution or termination; or
  - vii. a taking of the leasehold created hereby or any part thereof or any property of Tenant materially affecting or used in Tenant's business located therein upon execution, attachment or other process of law or equity.

Immediately upon occurrence of any event of default or at any time thereafter, unless the default has therefore been cured with the written consent of Landlord or expressly waived by it in writing, Landlord may at its exclusive option elect either to continue this lease in full force and effect notwithstanding the occurrence of such event of default, or terminate this lease, in which event all rights, titles, and all interests of Tenant in, to, or under the Premises and this lease shall terminate forthwith, Landlord shall be entitled immediately to re-enter and repossess the Premises and Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord forthwith an amount equal to: (A) all unpaid rent (excepting abated rent) accruing hereunder prior to Landlord's actual recovery of possession of the Premises, (B) all other unpaid amounts which were to have been paid by Tenant to anyone hereunder prior to Landlord's actual recovery of possession of the Premises, (C) Landlord's damages for Tenant's breach of lease (including, without limitation, damages to Landlord resulting from lost rent during the remainder of what would otherwise have been the term of this lease, clean-up expenses, leasing commissions to real estate brokers, legal expenses in connection with re-letting the Premises, advertising costs and expenses of any repairs or redecoration that may be necessary in connection with re-letting the Premises); and (D) interest on the foregoing amounts from the date of Landlord's election to terminate this lease hereunder until the date of payment, at the interest rate per annum equal to the interest rate determined by the Ohio Tax Commissioner for each year pursuant to Ohio Revised Code §5703.47(B). Tenant shall not be entitled to compensation for improvements to the facility made prior to default. Until such time as Landlord expressly elects to terminate this lease under the preceding sentence, this lease shall continue in full force and effect notwithstanding the occurrence of such event of default. In the event Landlord elects to so terminate this lease, Tenant thereupon shall be deemed to have assigned and transferred to Landlord all unexpired insurance premiums, all deposits made with public utilities, and all rights of Tenant under all insurance policies to the extent such policies relate to the Premises, and Tenant will be responsible for ensuring that all subletting entities carry proper insurance coverage for their operations. It is expressly indicated in this lease that the Tenant of this lease will be responsible for any insurable issues of the subletting tenants and will indemnify and defend the City of Delaware in any litigation there to. Any rent or other sums payable hereunder by Tenant (excluding abated rent) which are not paid within 30 days after the date due shall bear interest from the date due to the date paid at the rate of 10% per annum.

Landlord and Tenant shall use best efforts to work together to resolve any disputes that may arise to the extent possible. The provisions of this §14 shall be cumulative in nature, and nothing contained in this section shall in any manner curtail, supplant, abridge, or otherwise affect adversely any right, recourse, or remedy which otherwise would be available to Landlord at law or in equity.

**§15. Right to Cure Defaults.** If Tenant fails to perform and observe all obligations and conditions to be performed and observed by it under this lease, then Landlord may, but shall not be obligated to, and, if notice is required, only upon the expiration of the notice period set forth

in §14, above, cause the performance and observance of the obligation or condition to which the default relates, and any and all costs and expenses incurred by Landlord in connection therewith, including without limitation reasonable attorneys' fees, shall thereupon be due and payable immediately from Tenant to Landlord, with interest thereon at a rate equal to equal to the interest rate determined by the Ohio Tax Commissioner for each year pursuant to Ohio Revised Code §5703.47(8), from the time such costs and expenses were incurred by Landlord until Landlord is reimbursed in full by Tenant and the same shall be deemed additional rent hereunder to be paid by Tenant to Landlord.

**§16. Indemnification.** Tenant shall indemnify and save harmless Landlord against and from any and all claims, liabilities, losses, damages, injuries, costs, and expenses that hereafter may occur, arise or be claimed to occur or arise directly or indirectly from or out of: (a) any failure by Tenant to make any payment to be made by Tenant hereunder or fully to perform or observe any obligation or condition to be performed or observed by Tenant hereunder, (b) any cause whatsoever on, about or relating to the Premises during the term of this lease, however or by whomever caused, whether due in whole or in part to negligent acts or omissions on the part of Tenant or its employees, agents, invitees and licensees, and whether such acts or omissions are active or passive in character, including without limitation any use, misuse, possession, occupancy, or abandonment of the Premises by anyone during the term of this lease, or any failure by Tenant to perform and observe all obligations and conditions to be performed and observed by it under this lease, or the condition of the Premises, and (c) any costs or expenses incurred or paid by Landlord in connection with the foregoing, including reasonable attorneys' fees and other costs and expenses in prosecuting or defending any of the foregoing, whether litigated or unlitigated.

Tenant hereby assumes the risk of any and all matters described in this §16. Landlord shall not be liable to Tenant for any loss, damage, injury, cost or expense whatsoever relating to the Premises, including without limitation any interruption or cessation of the business of Tenant or any subtenant, or loss incurred as a consequence of damage to or destruction of the Premises, however caused, and whether or not resulting from the negligence of Landlord and/or Owner, their agents or employees.

**§17. Memorandum of Lease.** This lease shall not be recorded; however, at the request of either Landlord or Tenant, the other party shall execute, acknowledge and deliver a memorandum of this lease pursuant to Ohio Revised Code §5301.251 , for purposes of giving public notice of the rights and obligations of Landlord and Tenant under this lease.

**§18. Cumulative Rights and Remedies.** Each right or remedy of Landlord under this lease now or hereafter available to Landlord by statute, at law, in equity, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right or remedy, and neither the existence, availability, nor exercise of any one or more of such rights of remedies

shall preclude or otherwise affect the simultaneous or later exercise by Landlord of any or all such other rights or remedies.

**§19. Survival of Obligations.** No termination of this lease and no repossession of the Premises or any part thereof shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination or repossession.

**§20. Assignment or Sublease.** Tenant shall not pledge, mortgage, assign or otherwise transfer this lease nor sublease all or any part of the Premises without first obtaining Landlord's express written consent to such assignment or sublease. Landlord may request such information as is reasonable to render its consent hereunder, including without limitation the character and type of business of the purported assignee or sub-lessee, as well as the financial capability thereof. Consent by Landlord to one or more assignments of this lease or to one or more sub-lettings of the Premises shall not operate as a waiver of Landlord's rights under this §20. No sublease shall release Tenant of any of its obligations under this lease or be construed or taken as a waiver of any of Landlord's rights hereunder. Notwithstanding the foregoing provisions of this §20, Tenant shall not be required to obtain Landlord's consent for a sublease of the Premises or the assignment of this lease to a subsidiary, affiliate, franchisor or franchisee of Tenant; provided, however, that such sublease or assignment and any future subleases or assignments shall be subject to all other provisions of this §20 and provided, further, that Landlord maintains approval authority of the subsequent use of the Premises.

**§21. Landlord's Access.** In addition to the right specified in §10 above, Landlord and/or Owner and their agents, employees and designees shall have the right to enter the Premises at any reasonable times, after either oral or written notice to Tenant, for the purpose of inspecting the Premises, performing any work which Landlord elects to undertake hereunder, and exhibiting the Premises for sale, lease or sublease. Nothing herein shall imply any duty upon Landlord to do any such work which under any provision of this lease Tenant is required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default.

**§22. Non-Waiver.** No failure by Landlord to exercise any option hereunder or to enforce its rights or seek its remedies upon any default, and no acceptance by Landlord of any rent accruing before or after any default, shall affect or constitute a waiver of Landlord's rights to exercise that option, enforce that right, or seek that remedy with respect to that default or any prior or subsequent default.

**§23. No Third Party Benefit.** This agreement is intended for the benefit of Landlord and Tenant and, except as otherwise provided in this agreement, their respective successors and assigns, and nothing contained in this agreement shall be construed as creating any rights or benefits in or to any third party.

**§24. Litigation.** If, because of Landlord's relationship with Tenant created by this lease, Landlord or the Owner is made a party to any litigation commenced against Tenant or

commenced by Tenant against any party other than Landlord, then Tenant shall pay all costs and expenses (including attorneys' fees) incurred by or imposed upon Landlord in connection with such litigation.

**§25. Notices.** Any notice, demand, request or other communication required or desired to be given to either party shall be in writing and shall be deemed given when delivered personally or by overnight courier to that party's address set forth below, or when deposited in the United States mail, first-class postage prepaid, certified or registered, return receipt requested, addressed to that party at said address or, in any case, at such other address as that party may theretofore have designated in notice to the other party as a place for the service of notice:

To Landlord:

City of Delaware, Ohio  
Attention: R. Thomas Homan City Manager  
1 South Sandusky Street  
Delaware, Ohio 43015  
Phone: 740.203.1010  
Email: [cmo@delawareohio.net](mailto:cmo@delawareohio.net)

To Tenant:

Delaware Community Space LLC  
Attention: Matt Davis  
4620 Hickory Rock Drive  
Powell, Ohio 43065  
Phone: 614.738.3250  
Email: [davism7@gmail.com](mailto:davism7@gmail.com)

**§26. Surrender and Holding Over.** If Tenant, or any party claiming under Tenant, remains in possession of the Premises, or any part thereof, after any termination of this lease, Tenant or such party claiming under Tenant shall be deemed a tenant from month-to-month in the same rent and other terms and conditions as set forth in this lease, subject to termination by either party upon 30 days written notice to the other party.

**§27. Severability of Provisions.** The intention of the Parties to this agreement is to comply fully with all laws governing leases, and this agreement shall be construed consistently with all such laws to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this lease, and holds that part or all of the provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this agreement, which shall remain in full force and effect.

**§28. Governing Law.** All questions concerning the intention, validity or meaning of this lease or relating to the rights and obligations of the Parties with respect to performance hereunder shall be construed and resolved according to the laws of the State of Ohio.

**§29. Entire Understanding.** This document (with its attachments) contains the entire agreement between the Parties and merges and supersedes all prior discussions, representations, warranties, agreements, or undertakings of every kind and nature between the Parties with

respect to the subject matter of this document. No changes, alterations, modifications, additions or qualifications to this agreement shall be made or binding unless made in writing and signed by each of the Parties.

**§30. Construction of Agreement.** The captions at the beginnings of the several sections of this lease are not part of the context of this lease, but are merely labels to assist in locating those sections, and shall be ignored in construing this lease. The time for payment of rent and all other amounts to be paid by Tenant under this lease and for performance and observance of all other obligations and conditions to be performed or observed by Tenant under this lease shall be the essence of this lease. Each exhibit referred to in this lease is hereby incorporated herein by reference. This lease may be executed in several counterparts and each executed counterpart shall be considered as an original of this lease.

**§31. Renewal Option.** Lessee may exercise two separate options to renew this lease for each additional term of five years, with the renewal period to begin upon the full completion of the initial 10-year term of this lease, provided, that Tenant at all times theretofore has fully performed and observed all obligations and conditions to be performed and observed by Tenant under this lease provided. The two five year renewals will mirror all obligations set forth here except for the rent. The first renewal's rent will be \$6,890.00 per month and the second five year renewal's rent will be \$7,303.00 per month. Tenant's renewal option shall be exercisable at any time not later than 270 days prior to the end of the initial term of this lease described in §2, above, and shall be deemed exercised if and when Tenant gives Landlord notice stating that Tenant thereby exercised. If Tenant exercises its renewal option as described herein, and it is thereafter approved by the Owner, all provisions of this lease applicable during the initial term of this lease shall also be applicable during such renewal term, and any reference in this lease to the "term of this lease" shall include the renewal term with respect to which Tenant so exercises its option. Rent during the renewal term shall be negotiated in accordance with §3. If Tenant fails to exercise its renewal option as described in this §31, or fails to fully perform and observe all obligations and conditions to be performed and observed by Tenant under this lease, then Tenant's renewal option under this §3 1 thereupon shall terminate.

**§32. Signage.** Tenant, at Tenant's own cost and expense, may install its customary and usual signage on and adjacent to the City Hall Annex, subject to applicable zoning ordinances.

**§33 Landlord Buyout Option.** Following the determination through an independent space analysis that Landlord requires the use of the first and/or lower levels of the City Hall Annex and Landlord's staffing has grown beyond its ability to provide workspaces with current conditions, the Landlord may choose to:

- a. Elect to join Cohatch (Tenant) as a member in order to use office, meeting, event or co-working space and/or other services. COhatch will provide a 15% discount to the Landlord. The cost of the services will be deducted from the Tenant's monthly rent; or,
- b. Terminate Tenant's rights and use of the City Hall Annex in exchange for a payment equivalent to 20% of the original Project Budget & Tenant Improvement costs,

following twenty-four (24) months' notice. This option cannot be exercised before a minimum of eight years of use of the City Hall Annex by Tenant.

**§34. Successors in Interest: Personal Liability.** Except as otherwise provided in this agreement, all provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, successors and assigns of each party to this agreement. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future official, member, officer, agent or employee of the Landlord. No official executing or approving the Landlord's roles and responsibilities under this Agreement shall be liable personally hereunder or be subject to any personal liability or accountability.

**§37. Termination by Tenant.** Should tenant wish to terminate the lease early, Tenant will be responsible for the following 12 months' Base Rent. Any rent received by a replacement tenant in the Premises will be credited against the amount owed by Tenant.

IN WITNESS WHEREOF, the Parties have executed this lease as of the day and year first written above.

LANDLORD:

TENANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_ Date: \_\_\_\_\_

City Attorney  
Delaware, Ohio



## FACT SHEET

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AGENDA ITEM NO: 14

DATE: 01/22/2018

ORDINANCE NO: 18-03

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Sean Hughes, Economic Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT WITH WOLFRUM ROOFING & EXTERIORS, LLC AND THE CITY OF DELAWARE FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON A BUILDING AT 132 JOHNSON DRIVE, AND DECLARING AN EMERGENCY.

**BACKGROUND:**

We are requesting City Council's approval for the City Manager to enter into a Community Reinvestment Area (CRA) Tax Incentive Agreement with WOLFRUM ROOFING & EXTERIORS, LLC for a \$600,000 investment in the existing facility at 132 Johnson Dr. (Parcel 419-210-01-006-004) as well as an 8,000 sq. ft. addition.

Joe Wolfrum, owner of Wolfrum Roofing & Exteriors, LLC has submitted application for the Community Reinvestment Area Tax Abatement.

The company is expanding their facility to allow for continued growth. They have been listed as one of Central Ohio's top 50 fastest growing small companies by Business First for the last two years. The company has committed to hiring 5 FTEs with a payroll of \$400,000 within three years of activation of the abatement as well as retaining their existing 55 FTEs with a payroll of \$946,806.18.

**REASON WHY LEGISLATION IS NEEDED:**

We calculated a 50%/15 year CRA tax abatement would provide an approximate \$91,852 in tax savings after 15 years on the company's \$600,000 investment. Due to the abatement being for a new payroll of \$400,000, a School Compensation Agreement is not required. Due to the abatement being for 50% a School Pilot Payment Agreement between the company and schools also was not required. The schools are not required to approve the CRA because it is for 50% or less. However, Delaware City Schools and Delaware Area Career Center were supportive during the negotiations.

The Tax Incentive Negotiation Committee and Staff are recommending a 50%/15 year CRA. With the recommendations as made, this project would achieve a 50.77% ROI for the City with \$111,000 in income taxes after 15 years. Due to the abatement only being for 50% on improvements the schools will not only continue to receive 100% of current taxes on the existing structure and the land, they also will now receive 50% of taxes on the project improvements. This would equal a 36.61% increase over existing taxes on the property for the schools.

**COMMITTEE RECOMMENDATION:**

Tax Incentive Review Council, 12/13/17

VOTE: Approval

**FISCAL IMPACT(S):**

COST: N/A

FUND SOURCES: N/A

BUDGETED: NO

DEPARTMENTS IMPACTED: Economic Development

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Sean Hughes, Economic Development Director

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

CRA School Notification Letters

Incentives Application

CRA Agreement

Map Exhibit of Building Location

ORDINANCE NO. 18-03

AN ORDINANCE APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT WITH WOLFRUM ROOFING & EXTERIORS, LLC AND THE CITY OF DELAWARE FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON A BUILDING AT 132 JOHNSON DRIVE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Delaware has encouraged development of and investment in real property in the area designated as Community Reinvestment Area 141-1135-1 pursuant to ORC 3735; and

WHEREAS, the City of Delaware by Resolution Number 01-52, resolved to review and approve all Community Reinvestment Area Agreements which meet the statutory guidelines;

WHEREAS, the City of Delaware partners with impacted school districts to ensure mutual benefit from economic development projects; and

WHEREAS, the Council of the City of Delaware established an economic development fund to attract, incentive and assist high return on investment projects in the City of Delaware.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF DELAWARE, DELAWARE COUNTY, OHIO, that:

SECTION 1. The Community Reinvestment Area Agreement by and between the City of Delaware and Wolfrum Roofing & Exteriors, LLC meets all of the guidelines established by the State of Ohio and the City of Delaware, and the same is hereby approved.

SECTION 2. That the City Council of the City of Delaware hereby authorizes the execution of said agreements by the City Manager to implement the Community Reinvestment Area Program Agreement for this project.

SECTION 5. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 5. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public

peace, safety, health and welfare of the City, and is necessary to finalize negotiations, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

VOTE ON EMERGENCY CLAUSE:

YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2018

YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



**INCENTIVES APPLICATION**

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Enterprise Name: *Wolfrum Roofing & Exteriors, LLC* Contact Person: *Joseph Wolfrum*

Address: *132 Johnson Dr.  
Delaware Ohio 43015*

Telephone Number: *614-701-7401*

b. Project site:

Contact Person: *Same*

Address: *Same*

Telephone Number: *Same*

Date: *Same*

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site. *manufacturing / warehouse*

b. List primary 6 digit North American Industry Classification System (NAICS) # Business may list other relevant SIC numbers. *236220*

c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: *N-A*

d. Form of business of enterprise (corporation, partnership, proprietorship, or other). *LLC/S-Corp*

3. Name of principal owner(s) or officers of the business. *Joseph Wolfrum*

4. a. State the enterprise's current employment level at the proposed project site: *13 Full Time  
Up to 60 for company meetings*

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes  No

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located: *N-A*

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): *55*

e. State the enterprise's current employment level for each facility to be affected by the

relocation of employment positions or assets:

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? *N-A*

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes\_\_ No

b. Any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes\_\_ No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes\_\_ No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets). *N-A*

6. Project Description: *Expansion of existing Facility For manufacturing + growth.*

7. Project will begin *May*, 2018 and be completed *Sept*, 2018 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary): *T.B.D.*

b. State the time frame of this projected hiring: *2* yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

9. a. Estimate the amount of annual payroll such new employees will add \$ (new annual payroll must be itemized by full- and part-time and permanent and temporary new employees). *\$400,000 Full Time additional Payroll*

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: *\$945,906.18 (2016)*

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings: *\$ 820,000*

B. Additions/New Construction:	\$ 500,000
C. Improvements to existing buildings:	\$ 100,000
D. Machinery & Equipment:	\$ 150,000
E. Furniture & Fixtures:	\$ 20,000
F. Inventory:	\$ 50,000
 Total New Project Investment:	 \$ 820,000

11. a. Business requests the following incentives:

b. Business's reasons for requesting incentives (be quantitatively specific as possible):

To assist with keeping the project investment in a budget that is financially sustainable.

Submission of this application expressly authorizes (name of local jurisdiction) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item# 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. (The Applicant agrees to supply additional information upon request.)

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Name of Property Owner

Date November 6<sup>th</sup>, 2017

Signature

*Joseph Wolfrom, President*

Typed Name and Title

Joseph Wolfrom, President

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Incentives Agreements as Exhibit A

COMMUNITY REINVESTMENT AREA AGREEMENT  
CITY OF DELAWARE and **WOLFRUM ROOFING & EXTERIORS, LLC**

This agreement made and entered into by and between the City of Delaware, Ohio, a municipal government, with its main offices located at 1 South Sandusky Street, Delaware, Ohio 43015 and **Wolfrum Roofing & Exteriors, LLC, 132 Johnson Dr., Delaware, Ohio 43015**, WITNESSETH;

WHEREAS, the City of Delaware has encouraged the development of real property and the acquisition of personal property located in the area designated as Community Reinvestment Area 141-1135-01; and

WHEREAS, **Wolfrum Roofing & Exteriors, LLC** desires to expand its operations at 132 Johnson Dr., **Wolfrum Roofing & Exteriors, LLC** will construct an 8,000 sq. ft. expansion onto their existing 11,944 sq. ft. building at this address to accommodate the company's expansion. This PROJECT will take place within the boundaries of the aforementioned Community Reinvestment Area provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, **Wolfrum Roofing & Exteriors, LLC** is the owner of the current building and developer and owner of the 8,000 sq. ft. expansion; and

WHEREAS, the Council of the City of Delaware, Ohio, by Resolution No. 01-52 adopted July 23, 2001, designated the area as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective September 4, 2001, the Director of the Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 01-52 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as Community Reinvestment Area #141-1135-01 under said Chapter 3735; and

WHEREAS, the City of Delaware, having the appropriate authority for the stated type of project desires to provide **Wolfrum Roofing & Exteriors, LLC** with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, **Wolfrum Roofing & Exteriors, LLC** has submitted a proposed incentive agreement application (herein attached as Exhibit A and incorporated herein by reference) to the City of Delaware (hereinafter referred to as "APPLICATION"); and

WHEREAS, **Wolfrum Roofing & Exteriors, LLC** has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the APPLICATION to be forwarded to said department with a copy of the final agreement; and

WHEREAS, the Tax Incentive Negotiating Committee of the City of Delaware has investigated the APPLICATION of **Wolfrum Roofing & Exteriors, LLC**, and has recommended the same to the Council of the City of Delaware on the basis that **Wolfrum Roofing & Exteriors, LLC** is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City of Delaware; and

WHEREAS, the project site as proposed by **Wolfrum Roofing & Exteriors, LLC** is located in the Delaware City School District and the Delaware Area Career Center, and the superintendents have been authorized to act on behalf of the school boards, and both have been notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. **Wolfrum Roofing & Exteriors, LLC** shall construct a new 8,000 sq. ft. addition onto the existing 11,944 sq. ft. facility at 132 Johnson Dr. as well as make \$100,000 of improvements to the existing facility.

The PROJECT will begin February 1, 2018 and all construction will be completed by December 1, 2018. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

2. **Wolfrum Roofing & Exteriors, LLC** shall **create** the equivalent of **5 new full-time equivalent (FTE)** jobs at the Delaware facility. The job creation period begins **October 1, 2018** and all jobs will be in place by **October 1, 2021** (3 years or 36 months after the completion of the PROJECT per ORC 3735).

This increase in the number of new employees shall result in at least **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)** in total new annual payroll

**(\$400,000 NEW FULL TIME PERMANENT PAYROLL)** generated at the PROJECT site.

3. The incentives application listed **Wolfrum Roofing & Exteriors, LLC** current employment as **55. Wolfrum Roofing & Exteriors, LLC** shall **retain 55 existing full-time equivalent (FTE)** employees in addition to the new 5 full-time equivalent (FTE) employees (for a total of 60 FTEs) at **Wolfrum Roofing & Exteriors, LLC's** Delaware facility until the expiration of this CRA agreement, December 31, 2034, with a **minimum existing payroll of \$946,806.18** in addition to the **newly created \$400,000 minimum payroll from the new FTEs** (for a **total of \$1,346,806.18 in payroll**).

4. Based on new job and payroll creation levels, the City of Delaware estimates an annual new employee income tax revenue amount of \$7,400 (\$400,000 payroll times the current income tax rate of 1.85%) for the PROJECT. If in any year after the first three year grace period of this Agreement the level of new payroll does not reach or falls below levels established by this Agreement, **Wolfrum Roofing & Exteriors, LLC** agrees to reimburse the City of Delaware for lost employee income taxes. Should the City's income tax rates change, the reimbursement will be adjusted accordingly.

To the extent that **Wolfrum Roofing & Exteriors, LLC** substantially complies with the terms of this section 4 of this agreement, the company shall incur no income tax reimbursement penalty.

5. **Wolfrum Roofing & Exteriors, LLC** shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 and 5727.08 of the Ohio Revised Code if requested by the council (ORC3735.671C7).

6. City of Delaware hereby grants **Wolfrum Roofing & Exteriors, LLC** a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code and shall be for fifteen (15) years in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	50%
Year 2	50%
Year 3	50%

Year 4	50%
Year 5	50%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%
Year 11	50%
Year 12	50%
Year 13	50%
Year 14	50%
Year 15	50%

The exemption commences the first full taxable year the facility is 100% complete. No exemption shall commence before January 1, 2019, nor extend beyond December 31, 2034. Said exemption shall be based on the increase on the assessed value of real property attributed to the real property improvements at the PROJECT site. **Wolfrum Roofing & Exteriors, LLC** must file the appropriate tax forms (DTE 23) with the County Auditor to effect and maintain the exemptions covered in the agreement.

7. **Wolfrum Roofing & Exteriors, LLC** shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be made payable to the City of Delaware once per year for each year the agreement is effective by December 31. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

8. Waiver Requirement (for jobs relocated within Ohio)

If the Director of Development has issued a waiver under Section 5709.633 of the Ohio Revised Code as a condition for the agreement to be executed, the following applies:

Continuation of this agreement is subject to the validity of the circumstances upon which **Wolfrum Roofing & Exteriors, LLC** applied for, and the Director

of the Ohio Development Services Agency issued, the waiver pursuant to Section 5709.633 of the Ohio Revised Code. If, after formal approval of this agreement by the City of Delaware, the Director or the City of Delaware discovers that such a circumstance did not exist, **Wolfrum Roofing & Exteriors, LLC** shall be deemed to have materially failed to comply with this agreement. The formal waiver document shall be incorporated as an exhibit to this agreement and specifies conditions enumerated in Section 5709.633 of the Ohio Revised Code upon which the waiver was issued.

10. **Wolfrum Roofing & Exteriors, LLC** shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If **Wolfrum Roofing & Exteriors, LLC** fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter (ORC3735.671C2).

11. City of Delaware shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions (ORC3735.671C4).

12. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the area, or the City of Delaware revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless **Wolfrum Roofing & Exteriors, LLC** materially fails to fulfill their obligations under this agreement and the City of Delaware terminates or modifies the exemptions from taxation granted under this agreement (ORC3735.671C5).

13. If **Wolfrum Roofing & Exteriors, LLC** materially fails to fulfill its obligations under this agreement, or if the City of Delaware determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of Delaware may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

14. **Wolfrum Roofing & Exteriors, LLC** hereby certifies that at the time this agreement is executed, **Wolfrum Roofing & Exteriors, LLC** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the

State of Ohio, and does not owe delinquent taxes for which **Wolfrum Roofing & Exteriors, LLC** is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, **Wolfrum Roofing & Exteriors, LLC** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **Wolfrum Roofing & Exteriors, LLC** for the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

15. **Wolfrum Roofing & Exteriors, LLC** affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

16. **Wolfrum Roofing & Exteriors, LLC** and the City of Delaware acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Delaware and approval and execution of this agreement by **Wolfrum Roofing & Exteriors, LLC** as a condition for the agreement to take effect (ORC3735.671C10).

17. The City of Delaware has developed a policy to ensure recipients of a Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, **Wolfrum Roofing & Exteriors, LLC** is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

18. Exemptions from taxation granted under this agreement shall be revoked if it is determined that **Wolfrum Roofing & Exteriors, LLC**, any successor property owner, or any related member (as those terms are defined in Division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections (ORC3735.671C9).

19. In any three-year period after the first three years of the agreement during which this agreement is in effect, if the actual number of employee positions

created or retained by **Wolfrum Roofing & Exteriors, LLC** is not equal to or greater than ninety percent of the number of employee positions estimated to be created or retained under this agreement, **Wolfrum Roofing & Exteriors, LLC** shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City of Delaware may terminate or modify the exemptions from taxation granted under this agreement.

20. **Wolfrum Roofing & Exteriors, LLC** affirmatively covenants that they have made no false statements to the State or local political subdivision in the process of obtaining approval for the Community Reinvestment Area incentives. If any representative of **Wolfrum Roofing & Exteriors, LLC** has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, **Wolfrum Roofing & Exteriors, LLC** shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to Ohio Revised Code Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code 2921.13(A)(4), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

21. This agreement is not transferable or assignable without the express, written approval of the City of Delaware.

22. **Wolfrum Roofing & Exteriors, LLC** acknowledges that if any person that is party to an agreement granting an exemption from taxation discontinues operations at the structure to which that exemption applies prior to the expiration of the term of the agreement, that person, any successor to that person, and any related member shall not enter into an agreement under this section or sections 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code, and no legislative authority shall enter into such an agreement with such a person, successor, or related member, prior to the expiration of five years after the discontinuation of operations. As used in this division, 'successor' means a person to which the assets or equity of another person has been transferred, which transfer resulted in the full or partial non-recognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the tax commissioner. 'Related member' has the same meaning as defined in section 5733.042 of the Ohio Revised Code without regard to Division (B) of that section (ORC3735.671E).

23. **Wolfrum Roofing & Exteriors, LLC** hereby represents that they have full authority to act, negotiate, and execute this agreement. IN WITNESS WHEREOF, the City of Delaware, Ohio, by R. Thomas Homan, its City Manager, and pursuant to **Resolution** \_\_-\_\_ adopted on \_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_ 2018, and **Wolfrum Roofing & Exteriors, LLC** has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF DELAWARE

By: \_\_\_\_\_  
R. Thomas Homan, City Manager

**Wolfrum Roofing & Exteriors, LLC**

By: \_\_\_\_\_  
Joe Wolfrum, President  
Wolfrum Roofing & Exteriors, LLC

Approved as to form:

By: \_\_\_\_\_  
Darren Shulman, Delaware City Attorney



January 3, 2018

Mary Beth Freeman  
Superintendent  
Delaware Area Career Center  
4565 Columbus Pike  
Delaware, OH 43015

Paul Craft  
Superintendent  
Delaware City Schools  
74 W. William St.  
Delaware, OH 43015

RE: Wolfrum Roofing & Exteriors, LLC Community Reinvestment Area Request for Tax Incentives

Dear Superintendents Craft and Freeman:

In an effort to assist Wolfrum Roofing & Exteriors, LLC in the company's growth, the City of Delaware's Incentive Negotiation Committee, that includes the superintendents and treasurers from the impacted school districts, negotiated a 50% for 15 year CRA tax abatement for their proposed 8,000 sq. ft. addition to their existing building at 132 Johnson Dr., Parcel # 419-210-01-006-004. Due to the CRA being 50% or less and the project's new payroll being less than \$1 million, School Compensation or School Pilot Payment agreements were not necessary.

All incentives are based on KB42, Ltd.'s commitment to the creation of 5 new full-time equivalent jobs to the City of Delaware with an annual payroll minimum of \$400,000 within 3 years of the completion of their project. A copy of their application for tax incentives is attached.

CRA (ORC 3735.65-70) guidelines require that Boards of Education be informed of amendments, notice requirements, review rights, meeting requests, revenue sharing requirements, and/or program participation. Since the CRA legislation and company agreements contain many legal requirements, you may want to review Ohio Revised Code references (please see: <http://onlinedocs.andersonpublishing.com/>).

The City of Delaware is requesting a waiver of the required 45 business day notice period so that Delaware City Council will be able to consider these requests at our regularly scheduled Council meeting on January 22, 2018, held at Delaware City Hall, 1 South Sandusky Street, Delaware, at 7:00 P.M. A second reading and public hearing may be scheduled for February 12, 2018, but may not be needed if

Council chooses to take action on the first reading for economic development purposes. School Board Members, staff and the public are welcome to attend these meetings. Please let me know if you require any further assistance. I can be reached at 740.203.1016 or [shughes@delawareohio.net](mailto:shughes@delawareohio.net). Please email me with confirmation of receipt of this notification so that I can send it with our petition to the Ohio Development Services Agency.

Yours Sincerely,  
Sean Hughes  
Economic Development Director

xc:     Honorable George Kaitsa, Auditor  
          R. Thomas Homan, City Manager  
          Dean Stelzer Finance Director  
          Melissa Lee , Treasurer, Delaware City School District  
          Chris Bell, Treasurer, Delaware Area Career Center  
          Bob Lamb, Delaware County Economic Development Director

Attached:

1.     ORC 3735.671
2.     Wolfrum Roofing & Exteriors, LLC application for tax incentives

### **3735.671 Written agreement where commercial or industrial property is to be exempted.**

(A) If construction or remodeling of commercial or industrial property is to be exempted from taxation pursuant to section [3735.67](#) of the Revised Code, the legislative authority and the owner of the property, prior to the commencement of construction or remodeling, shall enter into a written agreement, binding on both parties for a period of time that does not end prior to the end of the period of the exemption, that includes all of the information and statements prescribed by this section. Agreements may include terms not prescribed by this section, but such terms shall in no way derogate from the information and statements prescribed by this section.

(1) Except as otherwise provided in division (A)(2) or (3) of this section, an agreement entered into under this section shall not be approved by the legislative authority unless the board of education of the city, local, or exempted village school district within the territory of which the property is or will be located approves the agreement. For the purpose of obtaining such approval, the legislative authority shall certify a copy of the agreement to the board of education not later than forty-five days prior to approving the agreement, excluding Saturday, Sunday, and a legal holiday as defined in section [1.14](#) of the Revised Code. The board of education, by resolution adopted by a majority of the board, shall approve or disapprove the agreement and certify a copy of the resolution to the legislative authority not later than fourteen days prior to the date stipulated by the legislative authority as the date upon which approval of the agreement is to be formally considered by the legislative authority. The board of education may include in the resolution conditions under which the board would approve the agreement. The legislative authority may approve an agreement at any time after the board of education certifies its resolution approving the agreement to the legislative authority, or, if the board approves the agreement conditionally, at any time after the conditions are agreed to by the board and the legislative authority.

(2) Approval of an agreement by the board of education is not required under division (A)(1) of this section if, for each tax year the real property is exempted from taxation, the sum of the following quantities, as estimated at or prior to the time the agreement is formally approved by the legislative authority, equals or exceeds fifty per cent of the amount of taxes, as estimated at or prior to that time, that would have been charged and payable that year upon the real property had that property not been exempted from taxation:

(a) The amount of taxes charged and payable on any portion of the assessed valuation of the new structure or remodeling that will not be exempted from taxation under the agreement;

(b) The amount of taxes charged and payable on tangible personal property located on the premises of the new structure or of the structure to be remodeled under the agreement, whether payable by the owner of the structure or by a related member, as defined in section [5733.042](#) of the Revised Code without regard to division (B) of that section.

(c) The amount of any cash payment by the owner of the new structure or structure to be remodeled to the school district, the dollar value, as mutually agreed to by the owner and the board of education, of any property or services provided by the owner of the property to the school district, whether by gift, loan, or otherwise, and any payment by the legislative authority to the school district pursuant to section [5709.82](#) of the Revised Code.

The estimates of quantities used for purposes of division (A)(2) of this section shall be estimated by the legislative authority. The legislative authority shall certify to the board of education that the estimates have been made in good faith. Departures of the actual quantities from the estimates subsequent to approval of the agreement by the board of education do not invalidate the agreement.

(3) If a board of education has adopted a resolution waiving its right to approve agreements and the resolution remains in effect, approval of an agreement by the board is not required under this division. If a board of education has adopted a resolution allowing a legislative authority to deliver the notice required under this division fewer than forty-five business days prior to the legislative authority's execution of the agreement, the legislative authority shall deliver the notice to the board not later than the number of days prior to such execution as prescribed by the board in its resolution. If a board of education adopts a resolution waiving its right to approve agreements or shortening the notification period, the board shall certify a copy of the resolution to the legislative authority. If the board of education rescinds such a resolution, it shall certify notice of the rescission to the legislative authority.

(B) Each agreement shall include the following information:

(1) The names of all parties to the agreement;

(2) A description of the remodeling or construction, whether or not to be exempted from taxation, including existing or new structure size and cost thereof; the value of machinery, equipment, furniture, and fixtures, including an itemization of the value of machinery, equipment, furniture, and fixtures used at another location in this state prior to the agreement and relocated or to be relocated from that location to the property, and the value of machinery, equipment, furniture, and fixtures at the facility prior to the execution of the agreement; the value of inventory at the property, including an itemization of the value of inventory held at another location in this state prior to the agreement and relocated or to be relocated from that location to the property, and the value of inventory held at the property prior to the execution of the agreement;

(3) The scheduled starting and completion dates of remodeling or construction of real property or of investments made in machinery, equipment, furniture, fixtures, and inventory;

(4) Estimates of the number of employee positions to be created each year of the agreement and of the number of employee positions retained by the owner due to the remodeling or construction, itemized as to the number of full-time, part-time, permanent, and temporary positions;

(5) Estimates of the dollar amount of payroll attributable to the positions set forth in division (B)(4) of this section, similarly itemized;

(6) The number of employee positions, if any, at the property and at any other location in this state at the time the agreement is executed, itemized as to the number of full-time, part-time, permanent, and temporary positions.

(C) Each agreement shall set forth the following information and incorporate the following statements:

(1) A description of real property to be exempted from taxation under the agreement, the percentage of the assessed valuation of the real property exempted from taxation, and the period for which the exemption is granted,

accompanied by the statement: "The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after ..... (insert date) nor extend beyond ..... (insert date)."

(2) "..... (insert name of owner) shall pay such real property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If ..... (insert name of owner) fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter."

(3) "..... (insert name of owner) hereby certifies that at the time this agreement is executed, ..... (insert name of owner) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which ..... (insert name of owner) is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, ..... (insert name of owner) currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101 , et seq., or such a petition has been filed against ..... (insert name of owner). For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes."

(4) "..... (insert name of municipal corporation or county) shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions."

(5) "If for any reason ..... (insert name of municipal corporation or county) revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless ..... (insert name of owner) materially fails to fulfill its obligations under this agreement and ..... (insert name of municipal corporation or county) terminates or modifies the exemptions from taxation pursuant to this agreement."

(6) "If ..... (insert name of owner) materially fails to fulfill its obligations under this agreement, or if ..... (insert name of municipal corporation or county) determines that the certification as to delinquent taxes required by this agreement is fraudulent, ..... (insert name of municipal corporation or county) may terminate or modify the exemptions from taxation granted under this agreement."

(7) "..... (insert name of owner) shall provide to the proper tax incentive review council any information reasonably required by the council to evaluate the applicant's compliance with the agreement, including returns filed pursuant to section [5711.02](#) of the Ohio Revised Code if requested by the council."

(8) "This agreement is not transferable or assignable without the express, written approval of ..... (insert name of municipal corporation or county)."

(9) "Exemptions from taxation granted under this agreement shall be revoked if it is determined that ..... (insert name of owner), any successor to that person, or any related member (as those terms are defined in division (E) of section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under division (E) of section 3735.671 or section [5709.62](#) or [5709.63](#) of the Ohio Revised Code prior to the time prescribed by that division or either of those sections."

(10) "..... (insert name of owner) and ..... (insert name of municipal corporation or county) acknowledge that this agreement must be approved by formal action of the legislative authority of ..... (insert name of municipal corporation or county) as a condition for the agreement to take effect. This agreement takes effect upon such approval."

The statement described in division (C)(6) of this section may include the following statement, appended at the end of the statement: ", and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement." If the agreement includes a statement requiring repayment of exempted taxes, it also may authorize the legislative authority to secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

(D) Except as otherwise provided in this division, an agreement entered into under this section shall require that the owner pay an annual fee equal to the greater of one per cent of the amount of taxes exempted under the agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars. The fee shall be payable to the legislative authority once per year for each year the agreement is effective on the days and in the form specified in the agreement. Fees paid shall be deposited in a special fund created for such purpose by the legislative authority and shall be used by the legislative authority exclusively for the purpose of complying with section [3735.672](#) of the Revised Code and by the tax incentive review council created under section [5709.85](#) of the Revised Code exclusively for the purposes of performing the duties prescribed under that section. The legislative authority may waive or reduce the amount of the fee, but such waiver or reduction does not affect the obligations of the legislative authority or the tax incentive review council to comply with section [3735.672](#) or [5709.85](#) of the Revised Code.

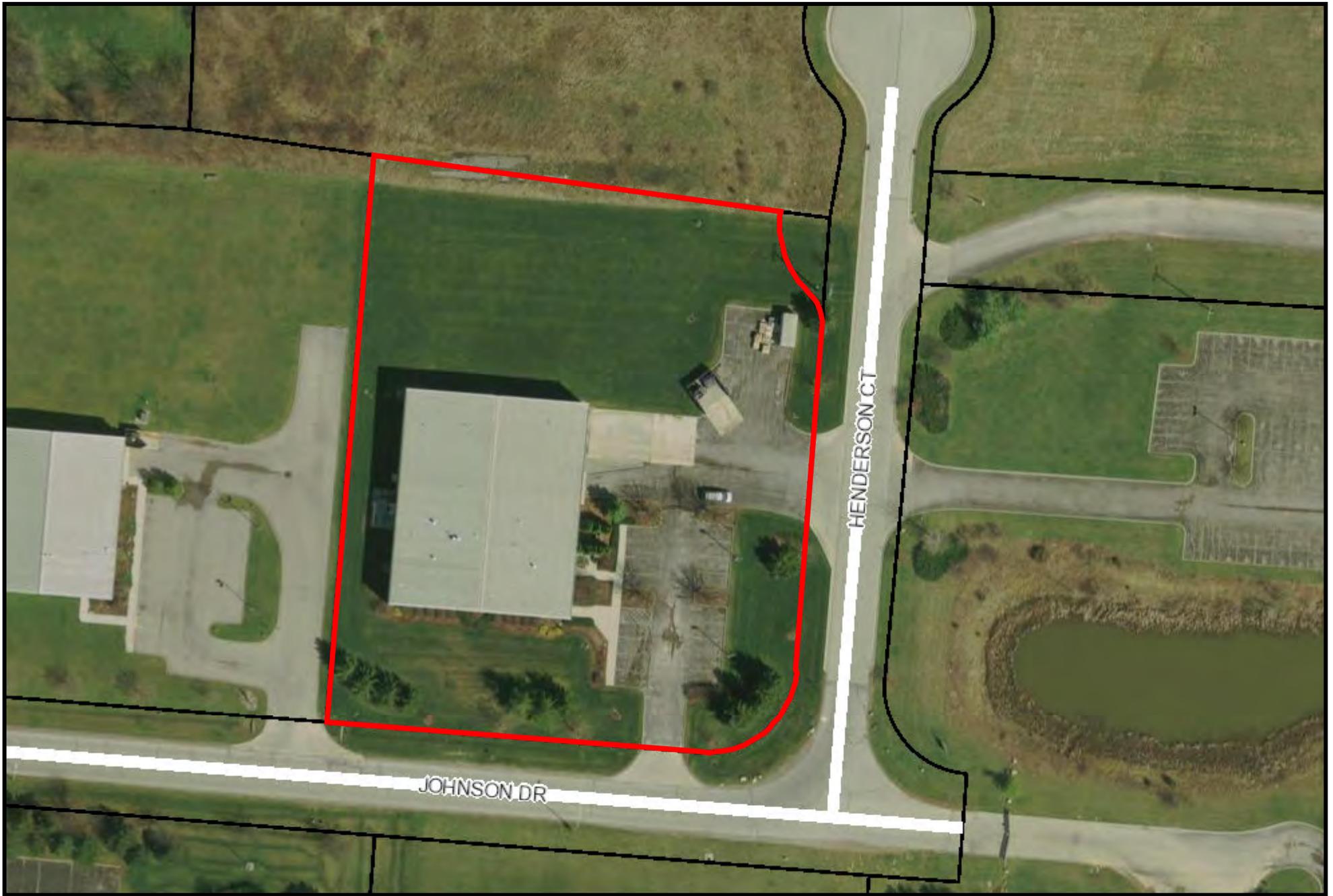
(E) If any person that is party to an agreement granting an exemption from taxation discontinues operations at the structure to which that exemption applies prior to the expiration of the term of the agreement, that person, any successor to that person, and any related member shall not enter into an agreement under this section or section [5709.62](#), [5709.63](#), or [5709.632](#) of the Revised Code, and no legislative authority shall enter into such an agreement with such a person, successor, or related member, prior to the expiration of five years after the discontinuation of operations. As used in this division, "successor" means a person to which the assets or equity of another person has been transferred, which transfer resulted in the full or partial nonrecognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the tax commissioner. "Related member" has the same meaning as defined in section [5733.042](#) of the Revised Code without regard to division (B) of that section.

The director of development shall review all agreements submitted to the director under division (F) of this section for the purpose of enforcing this division. If the director determines there has been a violation of this division, the

director shall notify the legislative authority of such violation, and the legislative authority immediately shall revoke the exemption granted under the agreement.

(F) When an agreement is entered into under this section, the legislative authority authorizing the agreement shall forward a copy of the agreement to the director of development within fifteen days after the agreement is entered into.

Effective Date: 09-26-2003; 03-23-2005



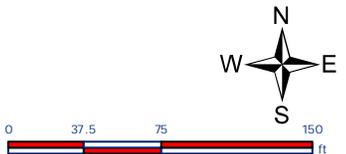
### 132 Johnson Dr. - Parcel 41921001006004

Information contained within this map may be used to generally locate, identify and inventory land parcels within Delaware County. Delaware County cannot warrant or guarantee the information contained herein, including, but not limited to its accuracy or completeness. The map parcel lines shown are approximate and this information cannot be constructed or used as a "legal description" of a parcel. Flood Plain information is obtained from FEMA and is administered by the Delaware County Building Department (740-833-2201). Please report any errors or omissions to the Delaware County Auditor's office at [delcogis@co.delaware.oh.us](mailto:delcogis@co.delaware.oh.us).  
Prepared by: Delaware County Auditor's GIS Office



Delaware County Auditor  
George Kaitsa

Printed on 1/8/2018





## FACT SHEET

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AGENDA ITEM NO:

DATE: 01/22/2018

ORDINANCE NO: 18-04

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES  
February 12, 2018 at 7:20 p.m.

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: William L. Ferrigno, P.E. Public Works Director/City Engineer

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE REPEALING AND REPLACING SECTION 108.02 AND SECTION 108.04 OF THE CITY OF DELAWARE ADMINISTRATIVE CODE ESTABLISHING GENERAL RULES AND REGULATIONS FOR THE DISPOSITION OF PERSONAL PROPERTY.

**BACKGROUND:**

The City routinely sells personal property that has reached the end of its useful service life for the purpose by which it was originally purchased, including office furnishing, electronic equipment, tools and vehicles. Before an item is offered to the public for sale, it is first offered to other city departments that may have a secondary use for the item. In the cases where no additional use for a piece of city owned personal property is identified, the item is offered for sale through competitive bidding, typically using a publically accessible government surplus auction website e.g. GovDeals.com.

In the case of large vehicles, the value of equipment has increased substantially over the past thirty years and as such, the resale value has also increased to the point where many vehicles are sold for an amount exceeding \$5,000. Currently, the disposition of personal city property in excess of \$5,000 requires prior council approval for each item. An adjustment to the threshold amount requiring council authorization to \$10,000 would provide for a more timely and efficient means to dispose of the majority of equipment sold by the

city. The disposition of all personal property will still require City Manager authorization regardless of anticipated sale value.

The proposed changes to the Administrative Code also acknowledge the change in the mechanism to advertise and sell personal property, shifting almost exclusively from newsprint to digital media. As such, the language in Section 108.04 specifying the use of digital media as a permissible alternative means to sell personal property has been incorporated into section 108.02, reducing redundancy in the code.

**REASON WHY LEGISLATION IS NEEDED:**

Adjusting the minimum threshold requiring council approval requires a change to the Administrative Code.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

Would allow for Directors and the City Manager to sell city equipment valued up to \$10,000 without council authorization.

**PRESENTER(S):**

William L. Ferrigno, P.E., Director of Public Works

**RECOMMENDATION:**

First Reading

Public Hearing at 2<sup>nd</sup> Reading

**ATTACHMENT(S)**

Replacement Code Section 108.02

ORDINANCE NO. 18-04

AN ORDINANCE REPEALING AND REPLACING CODE SECTIONS 108.02 AND 108.04 OF THE CITY OF DELAWARE ADMINISTRATIVE CODE ESTABLISHING GENERAL RULES AND REGULATIONS FOR THE DISPOSITION OF PERSONAL PROPERTY.

WHEREAS, the sale of municipal public property is regulated through Chapter 108 of the City of Delaware Administrative Code; and

WHEREAS, the minimum threshold for personal property sale value requiring council authorization has not been adjusted since being established at five-thousand dollars (\$5,000) in 1987; and

WHEREAS, the minimum threshold sale value should be increased to ten-thousand dollars (\$10,000); and

WHEREAS, the use of digital media has become the primary method by which the disposition of personal property is sold.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That Sections 108.02 and 108.04 of the Administrative Code is hereby replaced in entirety by the following new section (attached).

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

VOTE ON RULE SUSPENSION:

YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2018

YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

108.02. - Authority of City officers; approval by Council.

Personal property not needed for municipal purposes, may be sold by the department or division head having supervision or management thereof, upon written approval of the City Manager and the Director of Finance. If the estimated value of such property is equal to or exceeds ten thousand dollars (\$10,000.00), it shall be sold only when authorized by an ordinance of Council and approved by the department or division head having supervision or management of such personal property. When so authorized, such department or division head shall sell the personal property to the highest bidder after advertisement for a minimum of two consecutive weeks on a publicly accessible government surplus auction website, or the City's website, or in a newspaper of general circulation within the municipal corporation. The department or division head is authorized to establish a minimum bid which may be submitted as well as the date and place for bid opening. Notice of the item for sale shall be made through the city website no less than ten working days prior to the final date on which offers are accepted. A list of items sold, their general condition at the time of sale, the name of the purchaser, the purchase price and the reason for declaring the items available for sale shall be maintained in the City Manager's Office and shall be available for public inspection. Prior to the transfer of any property, department and division heads shall be responsible for the removal of logos, seals, emblems or other marks identifying the equipment as the property of the City.

(Ord. 87-73. Passed 5-26-87; Ord. 13-23. Passed 4-8-13 )

~~108.04. — Electronic auction of personal property.~~

~~Personal property, of any value, not needed for municipal purposes may be sold at electronic auction by the department or division head having supervision or management thereof, upon written approval of the City Manager and the Director of Finance. An electronic auction may be by any means which the City Manager and Director of Finance approve and is intended to attract public bids over the internet or other electronic medium. Prior to the transfer of any property, department and division heads shall be responsible for the removal of logos, seals, emblems or other marks identifying the equipment as the property of the City. A list of items sold, their general condition at the time of sale, the name of the purchaser, the purchase price and the reason for declaring the items available for sale shall be maintained in the City Manager's Office and shall be available for public inspection. If the estimated value of such property is equal to or exceeds five thousand dollars (\$5,000.00), it shall be sold only when authorized by ordinance of Council and approved by the department or division head having supervision or management of such personal property. When so authorized, such department or division head shall sell the property to the highest bidder. The department or division head is authorized to establish a minimum bid which may be submitted.~~



## FACT SHEET

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AGENDA ITEM NO: 16

DATE: 01/22/2018

ORDINANCE NO: 18-05

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES  
February 12, 2018 at 7:25 p.m.

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE FOR FISCHER HOMES FOR APPROVAL OF A TEMPORARY SALES TRAILER AT THE RAVINES AT OLENTANGY LOCATED ON THE NORTH SIDE OF CURVE ROAD JUST EAST OF ARMSTRONG ROAD ON PROPERTY ZONED R-3 PMU (ONE FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY).

**BACKGROUND:**

See attached staff report.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Section 1148 Conditional Use Regulations of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 6-0 on January 17, 2018.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval with the documented conditions.

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 18-05

AN ORDINANCE FOR FISCHER HOMES FOR APPROVAL OF A TEMPORARY SALES TRAILER AT THE RAVINES AT OLENTANGY LOCATED ON THE NORTH SIDE OF CURVE ROAD JUST EAST OF ARMSTRONG ROAD ON PROPERTY ZONED R-3 PMU (ONE FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY).

WHEREAS, the Planning Commission at its meeting of January 17, 2018 recommended approval of a Conditional Use Permit allowing a temporary sales trailer for Fischer Homes at the Ravines of Olentangy located on the north side of Curve Road just east of Armstrong Road on property zoned R-3 PMU (One Family Residential District with a Planned Mixed Use Overlay) (2017-3079).

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That the Conditional Use Permit allowing a temporary sales trailer for Fischer Homes at the Ravines of Olentangy located on the north side of Curve Road just east of Armstrong Road on property zoned R-3 PMU (One Family Residential District with a Planned Mixed Use Overlay), is hereby confirmed, approved, and accepted with the following condition that:

1. The temporary sales trailer shall be permitted for a maximum of six months or until the model home receives building occupancy permit whichever occurs first.
2. The subject private street shall require a stop sign and shall be treated as a four way stop where it intersects with Curve Road, Armstrong Road and North Street.
3. The street in front of the sales trailer shall be paved prior to occupancy of the temporary sales trailer (the street would be considered private until the subdivision site improvement are accepted by the City).
4. The western construction entrance shall be moved from the current location to the eastern portion of site accessing Curve Road.
5. The temporary sales trailer shall achieve compliance with all building code requirements.
6. Any signage shall achieve compliance with the zoning code.
7. Any lighting shall achieve compliance with the zoning code and shall be approved by the Chief Building Official.

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:

YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2018

YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

ATTEST: \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CASE NUMBER: 2017-3079  
REQUEST: Conditional Use Permit  
PROJECT: Fischer Homes  
MEETING DATE: January 17, 2018

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**APPLICANT/OWNER**

Fischer Homes  
7965 North High Street, Suite 20  
Columbus, Ohio 43235

**REQUEST**

2017-3079: A request by Fischer Homes for approval of Conditional Use Permit for a temporary sales trailer at the Ravines at Olentangy located on the north side of Curve Road just east of Armstrong Road on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay).

**PROPERTY LOCATION & DESCRIPTION**

The subject property is located on the north side of Curve Road just east of Armstrong Road on property zoned R-3 PMU. The properties to the north and east are zoned M-2 (General Manufacturing District), the property to the west is zoned A-1 (Agricultural District) while the property to the south is in Delaware Township.

**BACKGROUND/PROPOSAL**

The developer of the Ravines at Olentangy Subdivision initiated construction in the Summer of 2017 and to this point has not completed the site work for the project site improvements to be accepted by the City Engineer and have the record plat approved by the City. Until the subdivision's site improvements have been accepted by the City and the record plat recorded at the county, the City cannot release a building permit for a model home or any other homes. Therefore, Fischer Homes is requesting use of a temporary trailer as a sales trailer for six months while the model home is under construction. Fischer Homes indicated they agree to have a temporary drive and parking area off the street and will install the trailer only after the developer paves the street in front of the trailer or moves the construction entrance to another location. The applicant indicated the reason for the request is that Fischer Homes does not have any communities in the sales area and thus does not have a natural marketing position to sell lots in the community while the model home is under construction. Fischer Homes intends to remove the trailer permanently once the model home is complete or within six months of installation of the trailer whichever comes first. The zoning code allows for temporary sales trailers in subdivisions but requires Conditional Use Permit approval if the time duration requested is over 45 days.

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**STAFF ANALYSIS**

- **ZONING** – As mentioned above, the site is zoned R-3 PMU and would require a Conditional Use Permit approval by the Planning Commission and City Council for the temporary sales trailer per Chapter 1149(b)2 of the zoning code.
- **BUILDING DEPARTMENT**- The temporary sales trailer would have to achieve compliance with all building code requirements.
- **ENGINEERING** – The engineering department reviewed the request and the following infrastructure items shall be required:
  1. The street in front of the sales trailer shall be paved (the street would be considered private until the subdivision site improvements are accepted by the City).
  2. The subject private street would require a stop sign and treated as a four way stop where it intersects with Curve Road, Armstrong Road and North Street.
  3. The western construction entrance shall be moved from the current location to the eastern portion of the site accessing Curve Road.
- **SITE CONFIGURATION/DESIGN** – The proposed sales trailer would be located on the south of the proposed street and setback 30 feet from the aforementioned street. Also, the sales trailer would be setback 60 feet from Curve Road. There would be four gravel parking spaces in front of the sales trailer and a four foot wide concrete walk to access the trailer along with a handicap ramp. The sales trailer would encompass 672 square feet (12'x56') which would parallel the street and would be approximately 8 feet in height. The exterior

would have designer style siding with matching trim and mansard style roof. The sales trailer would have electric, plumbing, heat and air conditioning and could be divided into several offices.

- **LANDSCAPING** – No landscaping would be provided with the installation of the proposed temporary sales trailer, nor is any required.
- **SIGNAGE** – Any signage would have to achieve compliance with the zoning code and likewise would be temporary.
- **LIGHTING** – The applicant is not proposing any lighting with the proposed temporary sales trailer.
- **CONDITIONAL USE PERMIT:** Staff cannot remember a similar request where a temporary sales trailer was requested to supplement a model home until it was constructed. Therefore there is not any past zoning history to determine if the subject case should be approved or denied. Because the proposed sales trailer would be temporary for a maximum of six months, the request with approved conditions appears to achieve compliance with the general review criteria for all conditional use permits and specific standards for conditional uses (see criteria and standards on the next page). Additionally, the zoning code does provide for the possibility of a temporary sales trailer in a case such as this. The primary question for consideration is the length of time if it achieves compliance with all the conditional use general review criteria and specific standards.

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**STAFF RECOMMENDATION – (2017-3079 CONDITIONAL USE PERMIT)**

Staff recommends approval of a request by Fischer Homes of Conditional Use Permit for a temporary sales trailer at the Ravines at Olentangy located on the north side of Curve Road just east of Armstrong Road on property zoned R-3 PMU (One-Family Residential District with a Planned Mixed Use Overlay), with the following conditions that:

1. The temporary sales trailer shall be permitted for a maximum of six months or until the model home receives building occupancy permit whichever occurs first.
2. The subject private street shall require a stop sign and shall be treated as a four way stop where it intersects with Curve Road, Armstrong Road and North Street.
3. The street in front of the sales trailer shall be paved prior to occupancy of the temporary sales trailer (the street would be considered private until the subdivision site improvement are accepted by the City).
4. The western construction entrance shall be moved from the current location to the eastern portion of site accessing Curve Road.
5. The temporary sales trailer shall achieve compliance with all building code requirements.
6. Any signage shall achieve compliance with the zoning code.
7. Any lighting shall achieve compliance with the zoning code and shall be approved by the Chief Building Official.

**SECTION 1148.02 GENERAL CRITERIA FOR ALL CONDITIONAL USES.**

A conditional use, and uses accessory to such conditional use, shall be permitted in a district only when specified as a conditional use in such district, and only if such use conforms to the following general criteria, and the specific conditions, standards and regulations set forth in Sections 1148.03 through 1148.06.

The Director of Planning and Community Development shall review each submitted application to determine compliance with the submission requirements, namely these general criteria, the specific standards, and the supplemental regulations for specific uses. If the application is deemed insufficient, the Director of Planning and Community Development shall notify the applicant within ten (10) business days of receiving such application of necessary changes or additional information needed. When the application is deemed complete and the application fee has been paid, the Director of Planning and Community Development shall officially accept the application for consideration of the action(s) requested on the date such determination is made. (ORD 02-107 Passed August 26, 2002)

The Planning Commission shall review the particular facts and circumstances of each proposed use in terms of the following criteria and shall find adequate evidence that the use as proposed satisfies the following criteria:

- (a) Will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area.
- (b) Will not be detrimental to property values in the immediate vicinity.
- (c) Will not restrict or adversely affect the existing use of the adjacent property owners.
- (d) Will be designed and constructed so that all access drives, access points to public streets, driveways, parking and service areas shall be in compliance with the regulations set forth in Chapter 1161.
- (e) Will be properly landscaped in accordance with Chapter 1166.
- (f) That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare.
- (g) That the establishment of the conditional use in the proposed location will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- (h) That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
- (i) That adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets and to maximize public safety.
- (j) That the establishment of the conditional use will not be detrimental to the economic welfare of the community by creating excessive additional requirements or public cost for public facilities such as police, fire and schools.
- (k) That there is minimal potential for future hardship on the conditional use that could result from the proposed use being surrounded by uses permitted by right that may be incompatible.

**SECTION 1148.03 SPECIFIC STANDARDS FOR CONDITIONAL USES.**

In addition to the general criteria established in Section 1148.02, the following specific conditions pertaining to each use or group of uses shall apply.

- (a) Supplementary Conditions and Safeguards. Nothing in these regulations shall prohibit the Planning Commission from prescribing supplementary conditions and safeguards in addition to the requirements of this Chapter, including limiting hours of operation, in order to ensure compliance with the criteria set forth in Section 1148.02.
- (b) Conformance with District Regulations. A conditional use shall conform to the regulations of the district in which it is located and to other substantive requirements of this Zoning Ordinance, as well as satisfy the conditions, standards and requirements of this Chapter. Whenever the provisions of the conditional use regulations differ from the district regulations, the provisions of this Chapter shall prevail, unless clearly indicated differently in the regulations. When no standard has been specified in this Chapter, the applicable district regulation shall govern.
- (c) Re-Application Waiting Period: If a conditional use permit expires or is denied, an application for the same conditional use category may not be submitted for a period of at least six (6) months after the date of the expiration or denial. (ORD 04-91 Passed 6-14-04)
- (d) Automatic Expiration of a Conditional Use Permit: If the approval conditions of a conditional use permit are not met or are violated, the conditional use permit shall expire automatically as of the moment that the approval conditions are not met or are violated. (ORD 04-91 Passed 6-14-04)

**COMMISSION NOTES:**

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*MOTION:*    \_\_\_\_\_ *1<sup>st</sup>*    \_\_\_\_\_ *2<sup>nd</sup>*    *approved*    *denied*    *tabled* \_\_\_\_\_

*CONDITIONS/MISCELLANEOUS:*

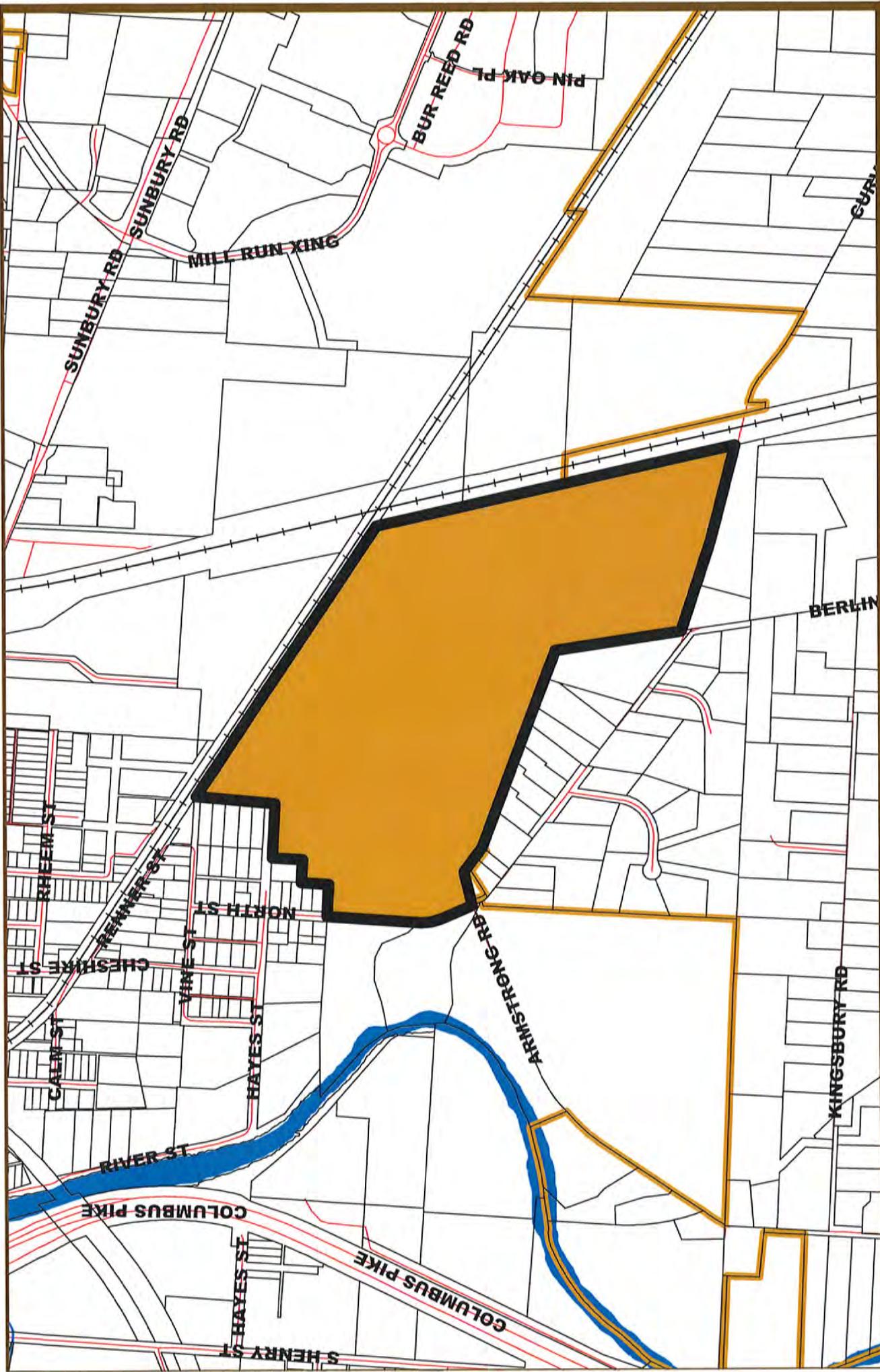
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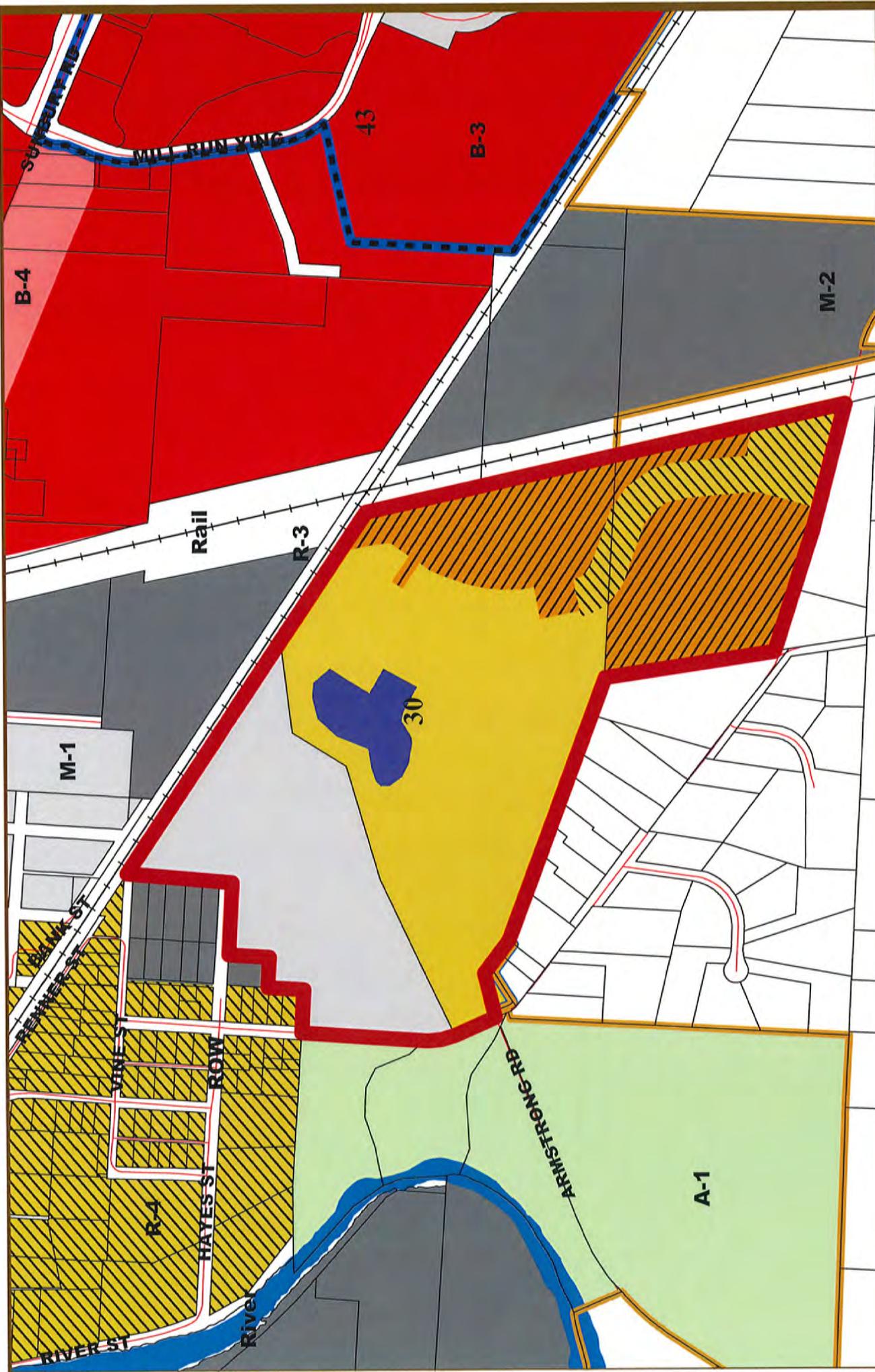
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**FILE:**  
**ORIGINAL:**    01/11/18  
**REVISED:**



2017-3079  
Conditional Use Permit  
Temporary Sales Trailer - Ravines at Olentangy  
Location Map





2017-3079  
 Conditional Use Permit  
 Temporary Sales Trailer - Ravines at Olentangy  
 Zoning Map





2017-3079  
Conditional Use Permit  
Temporary Sales Trailer - Ravines at Olentangy  
Aerial (2016) Map



**FISCHER HOMES COLUMBUS, LP**

7965 North High Street, Suite 20 • Columbus, OH 43235 • (F) 614.896.2554

HOME SITE #: 068 (RVO-Section 1)

COMMUNITY: Ravines of Orlentangy (RVO)

RECORDED: Plat Book:

ADDRESS:

COUNTY/STATE: Delaware, OH

DATE: 12/14/17

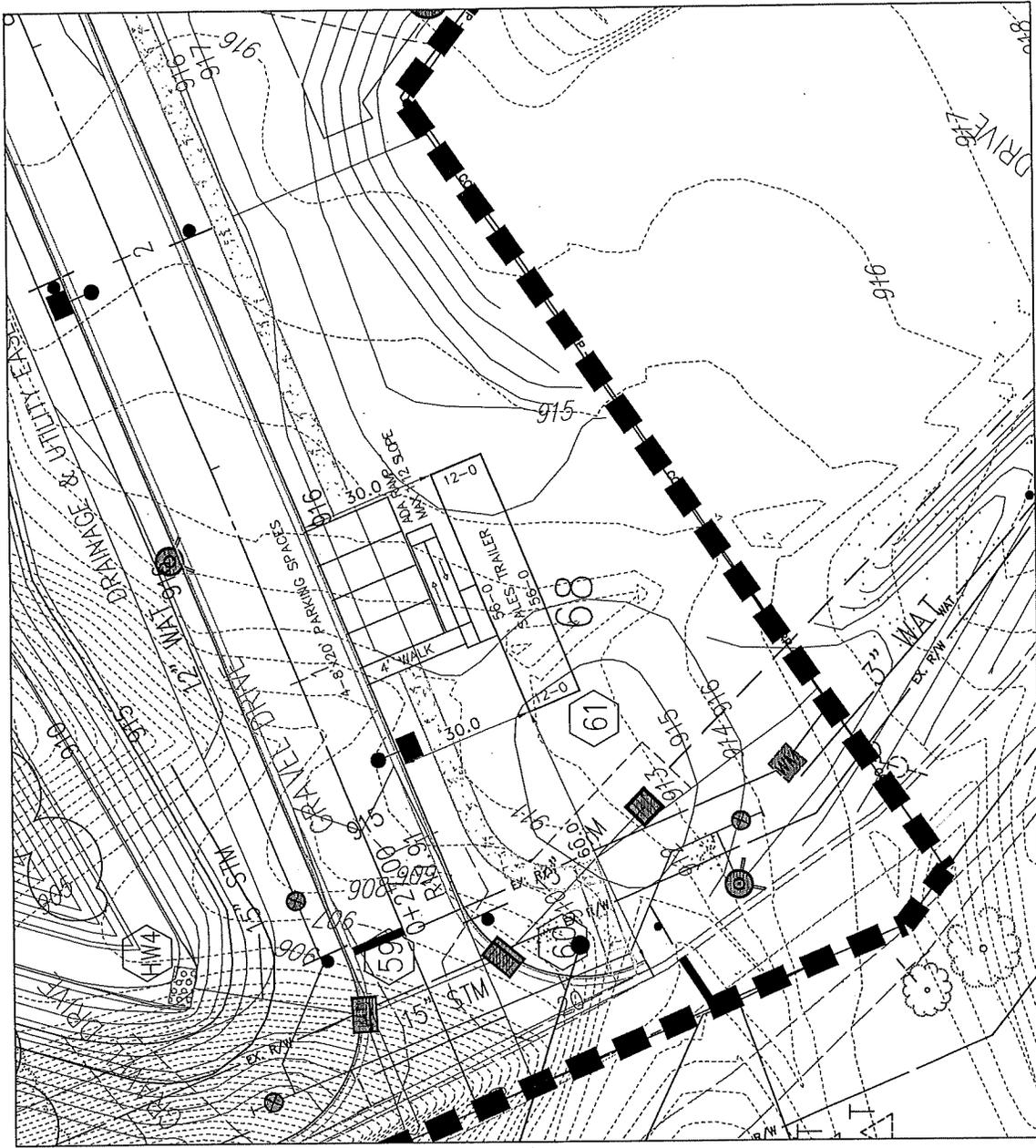
SCALE OF DRAWING: 1" = 30' DRAWN BY: DAH 859-578-7738

**Field Issue**



**NON-RECORD PLAT**

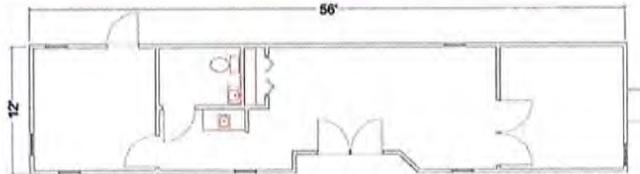
OWNER	FISCHER
DATE	
FRONT	
REAR	
SIDEYARD CORNER LOT	
SIDEWALKS* Walk Required at the Street	



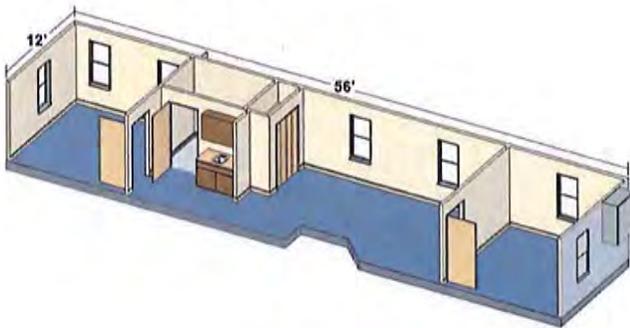


**ModSpace**<sup>®</sup>

## Designer Office: GSD-1256 (12' x 56' – 672 sq. ft.)



\* Overall length and width may exceed box size. All dimensions are nominal



### Specifications

- 12' x 56' building size;  
12' x 60' overall size (w/towing hitch)
- (2) 12' x 12' private office;  
(1) 12' x 32' office or display area
- Designer-style siding with matching trim and mansard-style roof
- 672 square feet of interior floor space
- Electric, plumbing, heat and air conditioning
- 50 lbs. per square foot allowable floor load

### Features

- Insulated walls, ceilings and floors
- Wall-to-wall commercial grade carpeting
- 120V electrical outlets
- Electric water heater
- Vertical sliding windows
- Vinyl-covered gypsum wallboard
- Central heating and air conditioning
- Plenum wall for HVAC noise reduction
- Coffee bar with steel sink, counter and storage cabinet underneath
- Storage closets with wood door
- Recessed front entry with porch
- Front door: single or double lockable French doors
- (1) 36" x 80" exterior door at private entrance
- (1) 36" x 80" French-style interior door
- (2) 36" x 80" interior doors
- 4' recessed diffused fluorescent lighting
- 8' ceiling height
- Adjustable heat/air diffusers in ceiling
- EPDM rubber roofing

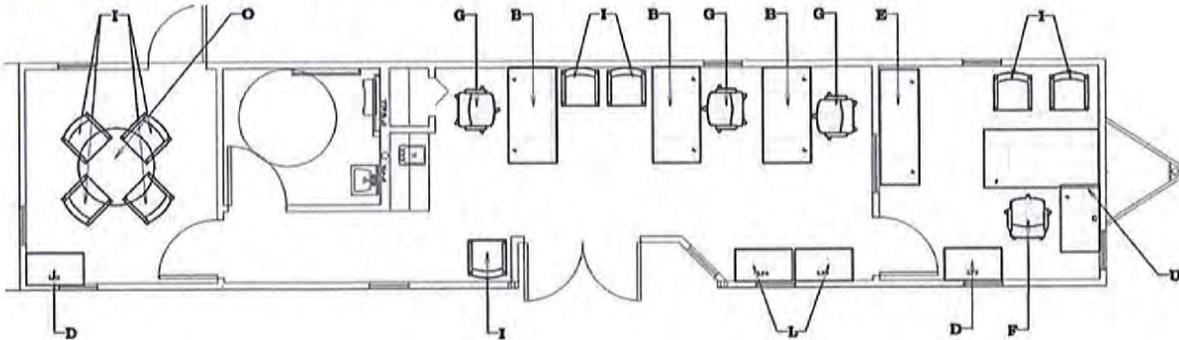
Floor plans may vary. Other sizes, floor plans, configurations and specifications are available. Wood, vinyl and metal exteriors, skirting and other customization of features, options and finishes are available upon request.

A wide variety of code compliant steps are available, such as: OSHA 2 & 3 step models, CAL OSHA 3 & 4 step models and General Code 3 & 4 step models.

All features noted are ModSpace standards. Specifications may vary by region. Contact your local ModSpace representative for details on unit specifications available in your area.

# Designer Office: GSD-1256 (12' x 56' – 672 sq. ft.)

## Proposed Furniture Packages:



Description	Shown	Description	Shown
A Executive Desk (36" x 72")	0	K Bookcase (72")	0
B Jr. Executive Desk (30" x 60")	3	L 4 Drawer Lateral File	2
C Desk w/return (30" x 66", R-desk/L-return)	0	M Computer Table (30" x 48")	0
U Desk w/return (30" x 66", L-desk/R-return)	1	N Folding Table (5')	0
D 2 Drawer Lateral File	2	O Round Conference Table (48")	1
E Knee Space Credenza (72")	1	P Rectangle Conference Table (6')	0
F Executive High Back Chair	1	Q Storage Cabinet w/Lock (72")	0
G Jr. Executive Low Back Chair	3	R Reception Chair	0
H Task Chair with arms	0	S Loveseat	0
I Guest Chair	9	T Side Table	0
J Stack Chair	0	ZZ Work Stations	0

Proposed Furniture Package: Customer may change quantities or mix items. To receive more information on upgraded furniture colors and styles, or additional value-added products and services, contact your sales representative.



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December 5<sup>th</sup>, 2017

City of Delaware  
1 South Sandusky Street  
Delaware, OH 43015

To Whom It May Concern:

Fischer Homes would like to request the use of a trailer at the Ravines of the Olentangy Subdivision to be temporarily used as a sales office for six (6) months while the Model Home is under construction. Fischer Homes agrees to have a temporary drive and parking area off the street and will install the trailer only after the developer paves the street in front of the trailer or moves the construction entrance to another location. The reason for this request is that Fischer Homes does not have any communities in the area and thus does not have a natural marketing position to sell into the community while the Model Home is under construction. Fischer Home intends to remove the trailer permanently once the Model Home is complete or within six (6) months of the installation of the trailer (whichever comes first). If you have any questions about this, feel free to reach out to me at 614-499-9579 or [tbrader@fischerhomes.com](mailto:tbrader@fischerhomes.com)

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Brader'.

Tim Brader  
Fischer Homes

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: January 18, 2018

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1. **Calendar**

See Attached

2. **Per Section 73 Of The City Charter The City Manager Is To Report Contract Agreements**

See Attached

3. **Bi-Weekly Meetings**

January 3

\* Preservation Parks

January 8

\* Rotary

\* City Council

January 9

\* Sister City Advisory Board Meeting

\* Luke Miller Sister City Presentation

January 11

\* MORPC Transportation Policy Committee Meeting

January 15

\* MLK Jr. Breakfast

January 16

\* Board of Realtors Monthly Meeting

January 18

\* State of the City Address

# January

2018

## Meeting Schedule

Council, Boards, Commissions, & Committees

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 City Offices Closed	2 Public Works-Meeting to be rescheduled	3 Civil Service Commission -3 p.m. *Planning Commission-moved to 1/17/18	4	5	6
7	8 City Council- 7 p.m.	9 Sister City 6 p.m. Presentation for Sister City at Willis 7 p.m.	10 BZA -7p.m. <b>Cancelled</b>	11	12	13
14	15 Martin Luther King Jr. Day – City Offices Closed	16 Parks & Rec-7 p.m.	17 Planning Commission- 7 p.m.	18 Airport Commission -7 p.m. -cancelled	19	20
21	22 City Council -7 p.m.	23 Shade Tree Commission -7 p.m.	24 Historic Preservation Commission- 7 p.m.	25	26	27
28	29 Planning Work Session 7 pm	30	31			

# February

2018

## Meeting Schedule

Council, Boards, Commissions, & Committees

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 Public Works/Public Utilities Committee – 7pm	7 Civil Service Commission 3 pm Planning Commission 7 pm	8	9	10 Council Retreat Location/Time TBD
11	12 Council 7 pm	13	14 BZA 7pm	15	16	17
18	19 Parking and Safety Committee 7pm	20 Parks & Recreation Advisory Board 7 pm	21	22	23	24
25	26 City Council 7 pm	27 Shade Tree Commission 7pm	28 Historic Preservation Commission 7pm			

**CONTRACT APPROVAL – January 22, 2018**

<b>VENDOR</b>	<b>EXPLANATION OF AGREEMENT</b>	<b>2018 AMOUNT</b>	<b>DEPARTMENT</b>
Pomeroy and Associates	2018 Plan Review Services	Task-order/hourly	Public Works
CT Consultants	Architectural/engineering services for 241 Cherry St. Utility Building	\$7,500	Public Utilities
Prime AE	Construction Administration and Inspection for Tertiary Improvements Project	\$98,192	Public Utilities
Adena Corporation	Wastewater Treatment Plant Tertiary Filtration System Improvements Project	\$1,868,990	Public Utilities
Thompson Reuters	Legal Services 5 yr contract	\$3,982.92	CMO
SWCI	Rent of 50 Ross St.-lease agreement to 501C 3 SWCI		CMO
Murphyepson	Stakeholder Research & Engagement	\$27,000	Public Works
MS Consultants	2018 Property Acquisition Services for capital projects	Task-order/hourly	Public Works
Quality Control Inspection	2018 Construction Inspection Services	Task-order/hourly	Public Works
Resource International	2018 Construction Inspection	Task-order/hourly	Public Works
Murphyepson	Public Information and Communications	\$20,000	Public Works
Renergy, Inc.	Biomass Feedstock Agreement Extension for Wastewater Treatment Biosolids	\$40.85/ton	Public Utilities