

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

**AGENDA**

**6:30 P.M. – EXECUTIVE SESSION:** pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance.

REGULAR MEETING

February 12, 2018

1. ROLL CALL
2. INVOCATION – Reverend Donnie Akers, Eastside Mission Church
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held on January 22, 2018, as recorded and transcribed.
5. CONSENT AGENDA
  - A. Acceptance of the Motion Summary of the Planning Commission meeting that was held on January 17, 2018.
  - B. Acceptance of the Motion Summary of the Planning Commission Work Session meeting that was held on January 29, 2018.
  - C. Acceptance of the Motion Summary of the Shade Tree Commission meeting that was held on November 28, 2017.
  - D. Acceptance of the Motion Summary of the Historic Preservation Commission meeting that was held on November 29, 2017.
  - E. Acceptance of the Motion Summary of the Public Works/Public Utilities Committee meeting held on April 4, 2017.
  - E. Establish February 26, 2018 at 7:30 p.m. as a date and time for a public hearing and second readings for Ordinance No. 18-11, an ordinance approving a Rezoning Amendment to allow a PMU (Planned Mixed Use Overlay District) at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 40 dwelling unit low and moderate

income affordable housing development and Ordinance No. 18-12, an ordinance for Del-Mor Dwellings Corporation approving a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development, and Ordinance No. 18-14, an ordinance for Del-Mor Dwellings Corporation approving a Comprehensive Plan Amendment on the Future Land Use Map from Medium Density Single Family to Mixed Use at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District) for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development.

6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
  - A. Erin Fletcher, Executive Director, Richard Ross Museum of Art
7. COMMITTEE REPORTS
8. SECOND READING of Resolution No. 18-09, a resolution authorizing the City Manager to enter into a Joint Venture Agreement for the Delaware Entrepreneurial Center.
9. SECOND READING 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.
10. 7:20 P.M. PUBLIC HEARING AND SECOND READING 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.
11. 7:25 P.M. PUBLIC HEARING AND SECOND READING 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).
12. CONSIDERATION of Resolution No. 18-10, a resolution authorizing the City Manager to enter into a three-year contract agreement (plus two

optional one-year extensions) with the YMCA of Central Ohio to continue to provide Recreation Management Services.

13. CONSIDERATION of Ordinance No. 18-06, an ordinance approving a Performance Based Economic Incentive Grant Agreement with CAMS, Inc. for electrical upgrades to a building at 105 Innovation Court, and declaring an emergency.
14. CONSIDERATION of Ordinance No. 18-07, an ordinance approving a Community Reinvestment Area Agreement and School Compensation Agreement with Midwest Acoust-A-Fiber and Metal Stars II, LLC., Delaware City Schools and Delaware Area Career Center for investment in real property improvements on their building and parcel at 759 Pittsburgh Drive, and declaring an emergency.
15. CONSIDERATION of Ordinance No. 18-08, an ordinance adopting Sections 718.80 through 718.95 of the Ohio Revised Code.
16. CONSIDERATION of Ordinance No. 18-09, an ordinance providing for the issuance and sale of notes in the maximum aggregate principal amount of \$10,265,000 in anticipation of the issuance of bonds, for the purpose of paying the costs of various public infrastructure improvements, together with all related appurtenances thereto, and declaring an emergency.
17. CONSIDERATION of Ordinance No. 18-10, an ordinance supplementing the 2018 Appropriations Ordinance to make various corrections to the original ordinance adopted, and declaring an emergency.
18. CONSIDERATION of Ordinance No. 18-11, an ordinance for Del-Mor Dwellings Corporation approving a Rezoning Amendment to allow a PMU (Planned Mixed Use Overlay District) at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development.
19. CONSIDERATION of Ordinance No. 18-12, an ordinance for Del-Mor Dwellings Corporation approving a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 40

dwelling unit low and moderate income affordable housing development.

20. CONSIDERATION of Ordinance No. 18-13, an ordinance for Del-Mor Dwellings Corporation approving a Preliminary Development Plan for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District).
21. CONSIDERATION of Ordinance No. 18-14, an ordinance for Del-Mor Dwellings Corporation approving a Comprehensive Plan Amendment on the Future Land Use Map from Medium Density Single Family to Mixed Use at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District) for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development.
22. CONSIDERATION of Ordinance No. 18-15, an ordinance for Fed One Dublin, LLC., approving a Final Development Plan for Midwest Acoust-A-Fiber for a building addition on approximately 14.70 acres at 759 Pittsburgh Drive on property zoned M-2 (General Manufacturing District).
23. CONSIDERATION of Ordinance No. 18-16, an ordinance for Carney Ranker Architects approving a Combined Preliminary and Final Development Plan for Wolfrum Roofing for a building addition on approximately 1.8 acres located at 132 Johnson Drive on property zoned M-2 (General Manufacturing District).
24. CONSIDERATION of Ordinance No. 18-17, an ordinance for Development Management Group approving a Final Development Plan for an out lot building including Mattress Firm on approximately 1.29 acres on property zoned B-3 PMU (Community Business District with a Planned Mixed Use Overlay District) located on the south side of SR 36/37 just west of the Meijer Gas Station within the Glenwood Commons Shopping Center.
25. CITY MANAGER'S REPORT
26. COUNCIL COMMENTS
27. ADJOURNMENT



# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

DEAR GRAPHICS 800-325-8024 FORM NO. 10148

Held January 22 2018

The regular meeting of Council held January 22, 2018 was called to order at 7:00 p.m., in the City Council Chambers. The following members of Council were present: Second Ward Lisa Keller, Third Ward Jim Browning, Fourth Ward Kyle Rohrer, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle who presided. Absent from the meeting was First Ward Chris Jones. The invocation was given by Reverend Deb Patterson, First Presbyterian followed by the Pledge of Allegiance.

Staff Present: Darren Shulman, City Attorney; Dean Stelzer, Finance Director, Brad Stanton, Director of Public Utilities, Blake Jordan, Director of Public Utilities, John Donahue, Fire Chief, Dave Efland, Planning and Community Development Director, Sean Hughes, Economic Development Director, Bruce Pijanowski, Police Chief, Jackie Walker, Assistant City Manager and Tom Homan, City Manager

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

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

APPROVAL of the Motion Summary of the regular meeting of Council held on January 8, 2018, as recorded and transcribed.

**Motion:** Vice-Mayor Shafer motioned to approve the Motion Summary of the regular meeting of Council held January 8, 2018, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

#### **ITEM 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).

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BEAR GRAPHICS 800-325-6094 FORM NO. 1014B

Held January 22 2018

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

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

**ITEM 7: COMMITTEE REPORTS**

Mr. Browning provided an update on the January Parks and Recreation Advisory Board meeting in which discussions included additional Pickleball courts and DYAA.

Vice-Mayor Shafer informed Council that a Public Works/Public Utilities Meeting has been scheduled for February 6, 2018.

Mayor Riggle provided an update on the January Planning Commission meeting.

**ITEM 8: INTRODUCTIONS**

A. Blake Jordan, Public Utilities Director

**ITEM 9: PRESENTATION**

A. Delaware General Health District Update- Sheila Hiddleston, Health Commissioner

**PRESENTORS:**

Sheila Hiddleston  
Health Commissioner  
Delaware General Health District  
1-3 West Winter Street  
Delaware, Ohio 43015

Travis Irvan  
Epidemiologist  
Delaware General Health District  
1-3 West Winter Street  
Delaware, Ohio 43015

Ms. Hiddleston provided an overview on programs and the communities served. She discussed the desire to work with the City on parking issues in the downtown area.

Mr. Irvan discussed the current influenza trend and prevention measures.

**ITEM 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

**Motion:** Vice-Mayor Shafer moved to accept the transfer of the liquor permit without objection, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

**ITEM 11: RESOLUTION NO. 18-08** [First Reading]

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

**RECORD OF PROCEEDINGS**

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BEAR GRAPHICS 800-325-8084 FORM NO. 10148

January 22

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Held

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"B" FOR THE ANNEXATION KNOWN AT THE WILGUS ANNEXATION BY ANDREW P. WECKER, AGENT FOR THE PETITIONERS.

The Clerk read the resolution for the first time.

APPLICANT:

Andrew Wecker  
50 North Sandusky Street  
Delaware, Ohio 43015

**Motion:** Vice-Mayor Shafer motioned to adopt Resolution No. 18-08, seconded by Mr. Browning. Motion approved by a 6-0 vote.

**ITEM 12: RESOLUTION NO. 18-09** [First Reading]  
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT VENTURE AGREEMENT FOR THE DELAWARE ENTREPRENEURIAL CENTER.

The Clerk read the resolution for the first time.

PRESENTORS:

Megan Ellis  
Administrative Director of the Woltemade Center of Economics  
Ohio Wesleyan University  
61 S. Sandusky Street  
Delaware, Ohio 43015

Dan Charna  
Assistant Professor of Business Administration  
Ohio Wesleyan University  
160 Paine Street  
Delaware, Ohio 43015

A discussion was held on the changes to the agreement that were presented by the County. Council to take Resolution N. 18-09 to a second reading.

**ITEM 13: ORDINANCE NO. 18-02** [First Reading]  
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.

The Clerk read the ordinance for the first time.

APPLICANT:

Matt Davis  
4620 Hickory Rock Drive  
Powell, Ohio 43065

Council to take Ordinance No. 18-02 to a second reading.

**ITEM 14: ORDINANCE NO. 18-03** [First Reading]  
AN ORDINANCE APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT WITH WOLFRUM ROOFING & EXTERIORS, LLC AND THE CITY OF DELAWARE FOR INVESTMENT IN REAL PROPERTY

**RECORD OF PROCEEDINGS**

Held January 22 2018

IMPROVEMENTS ON A BUILDING AT 132 JOHNSON DRIVE, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

**APPLICANT:**  
Martin Cline  
437 Steeplechase Street  
Delaware, Ohio 43015

**Motion:** Mrs. Keller motioned to suspend the rules Ordinance No. 18-03, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

**Motion:** Mrs. Keller motioned to enact the emergency clause for Ordinance No. 18-03, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

**Motion:** Mrs. Keller motioned to adopt Ordinance No. 18-03, seconded by Vice-Mayor Shafer. Motion approved by a 6-0 vote.

**ITEM 15: ORDINANCE NO. 18-04** [First Reading]  
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.

The Clerk read the ordinance for the first time.

A public hearing and second reading has been scheduled for February 12, 2018 at 7:20 p.m.

**ITEM 16: ORDINANCE NO. 18-05** [First Reading]  
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).

The Clerk read the ordinance for the first time.

A public hearing and second reading has been scheduled for February 12, 2018 at 7:25 p.m.

**ITEM 17: CITY MANAGER'S REPORT**  
Mr. Homan informed Council that he attended the Climate Change Summit.

Mr. Homan discussed the continued options with the YMCA and DYAA to provide recreational soccer.

Mr. Homan discussed plans to schedule a Finance Committee Meeting and discussed the date for the Joint Meeting with the County Commissioners. Council was in agreement to have to Joint Meeting on February 15, 2018.

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Held

January 22

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Mr. Homan discussed potential topics for discussion for the scheduled Council Retreat.

Mr. Homan provided information on the group, One People, for community outreach regarding race and relations.

**ITEM 18: COUNCIL COMMENTS**

Mrs. Keller requested an updated list of Council appointments.

Mr. Hellinger discussed the continued problem of littering from The Bag and the need to address this issue again with the company. Mr. Homan informed Council that staff has addressed this issue in the past with the company.

Mayor Riggle informed Council that the Delaware Chamber of Commerce will be hosting their 2018 Annual Dinner and Auction on February 5, 2018 and that the Lifetime Achievement Award will be posthumously awarded to the late Councilman Joe DiGenova.

Mayor Riggle discussed the outcome of community participation in the recently held Sister City Advisory Board event.

Mayor Riggle provided an update regarding the Hayes Memorial.

**ITEM 19: ADJOURNMENT**

**Motion:** Vice-Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 8:14 p.m.

\_\_\_\_\_  
Mayor Carolyn Kay Riggle

\_\_\_\_\_  
Elaine McCloskey, Council Clerk

**PLANNING COMMISSION**  
**January 17, 2018**  
**MOTION SUMMARY**

ITEM 1. Roll Call

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

Members Present: Robert Badger, Jim Halter, Andy Volenik, Mayor Carolyn Kay Riggle, Vice-Chairman George Mantzoros, and Chairman Stacy Simpson.

Members Absent: Dean Prall

Staff Present: Carrie Fortman, Project Engineer, Jonathan Owen, Project Engineer, Jordan Selmek, Zoning Officer and Dave Efland, Planning and Community Development Director

Council Member Present: Second Ward Lisa Keller

**Motion to Excuse:** Mayor Riggle motioned to excuse Mr. Prall, seconded by Mr. Badger. Motion approved by a 6-0 vote.

ITEM 2. Approval of the Motion Summary of the Planning Commission meeting held on December 6, 2017, as recorded and transcribed.

**Motion:** Mr. Halter moved to approve the Motion Summary for December 6, 2017 Planning Commission meeting, seconded by Mr. Volenik. Motion approved 5-0-1 (Riggle) vote.

ITEM 3. REGULAR BUSINESS

A. 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).

**Anticipated Process**

a. Staff Presentation

Mr. Efland reviewed the proposed site plan and conditions. A discussion was held on if the timeframe would be enough time for the applicant.

b. Applicant Presentation

**APPLICANT:**

Tim Brader  
7965 North High Street, Suite 20

Columbus, Ohio 43215

Mr. Brader voiced no concerns over conditions and recommendations. Mr. Brader informed the Commission that he was comfortable with the six month timeframe presented.

c. Public comment (public hearing)

There was no public comment.

d. Commission Action

**Motion:** Vice-Chairman Mantzoros motioned to approve 2017-3079, along with all staff conditions and recommendations, seconded by Mr. Badger. Motion approved by a 6-0 vote.

B. Del-Mor Dwelling Corporation

- (1) 2017-3115: A request by Del-Mor Dwellings Corporation for approval of a Rezoning Amendment to allow a PMU (Planned Mixed Use Overlay District) at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 48 dwelling unit affordable housing development.
- (2) 2017-3116: A request by Del-Mor Dwellings Corporation for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 48 dwelling unit affordable housing development.
- (3) 2017-3117: A request by Del-Mor Dwellings Corporation for approval of a Preliminary Development Plan for an actively owned and managed 48 dwelling unit affordable housing development at 250 Curtis Street on the north side of Firestone Drive approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District).
- (4) 2017-3118: A request by Del-Mor Dwellings Corporation for approval of a Comprehensive Plan Amendment on the Future Land Use Map from Medium Density Single Family to Mixed Use at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District) for an actively owned and managed 48 dwelling unit affordable housing development.

**Anticipated Process**

a. Staff Presentation

Mr. Halter voiced concerns over the amount of information that was presented to the Commission and recommendations by the City Attorney. Mr. Halter recommended that the case be tabled for continued discussion. The Commission was in agreement to continue with the staff presentation and for the scheduled public hearing. Mr. Efland provided information on the location of the property and the zoning that surrounds the property. Mr. Efland discussed the current zoning and defined the different zoning districts. He discussed the difference between the Comprehensive Plan and Rezoning, and reviewed the proposed site plan. Mr. Efland discussed the request to reduce parking spaces and the plan for the applicant to file for a tax credit through the State of Ohio for funding for the project.

b. Applicant Presentation

APPLICANT:

Michael Shade  
P.O. Box 438  
Delaware, Ohio 43015

Jim Wilson  
30 North Franklin Street  
Delaware, Ohio 43015

Mr. Shade discussed the funding mechanisms. Mr. Wilson discussed the mission of Del-Mor and the population that it serves and their needs. The Commission requested a list of Del-Mor properties throughout the City of Delaware.

Chairman Simpson requested a break at 8:31 p.m. and reconvened the meeting at 8:42 p.m.

c. Public comment (public hearing)

PUBLIC PARTICIPATION:

Benjamin Powers  
Executive Director Family Promise  
67 Oak Street  
Delaware, Ohio

Mr. Powers voiced his support for the project and the need for more affordable housing.

Sarah Lester  
Curtis Farm HOA President  
159 Firestone Drive  
Delaware, Ohio

Jamie Cribbs  
158 Firestone Drive  
Delaware, Ohio

Ms. Lester and Ms. Cribbs spoke on behalf of the HOA for Curtis Farms. Ms. Lester informed the Commission that they have created a petition in regards to having an apartment building on the property. Ms. Cribbs voiced a concern regarding the proposed high density and that more than 13 units per acre. They expressed concerns that the public notice signage was not displayed until January 11, 2018 and due to weather was knocked over for a few days. They voiced concerns over the proposed reduction in parking spots and if this reduction was to add additional space for apartments. They also requested a Community Impact Study. They expressed concerns over the square footage of the apartments and the impact to their property values.

John Stark  
114 Carolyn Lane  
Delaware, Ohio

Mr. Stark voiced concern over the lack of notice and the level of supervision that the residents at the proposed location will require. Mr. Stark also expressed concerns over the increase of traffic in the area.

Gunner Cerda  
Ohio Health, Chaplain  
302 Tar Heel Drive  
Delaware, Ohio

Reverend Cerda voiced support for the proposed project.

Emmy DeVore  
4499 Strover Road  
Ostrander, Ohio

Ms. DeVore voiced her support for the proposed project and shared that her son currently resides in one of the Del-Mor Dwellings locations.

Don Chenoweth  
13202 Hartford Road  
Sunbury, Ohio

Mr. Chenoweth voiced his support for the proposed project.

Kate Barnes  
155 Firestone Drive  
Delaware, Ohio

Ms. Barnes requested information regarding the plans for the Phase 2 and the current house on the property.

d. Commission Action

Mr. Efland discussed the notification process for the public hearings. He discussed that a Community Impact Assessment can be required by the Commission. Mr. Wilson discussed the size of the apartments and that larger apartments can be more counter-productive to the population that will reside there. He discussed the layout of the apartments and the services available for meal preparations. Mr. Wilson informed the Commission that he will provide a floor plan. He discussed the reduction in parking spaces related to the majority of the clients do not have private vehicles. The Commission was in agreement to table the discussion of Del-Mor Dwellings and have an additional Work Session for continued discussions. The Commission and the Applicant was in agreement to hold a Work Session on January 29, 2018 at 7:00 p.m.

**Motion:** Mr. Halter motioned to table 2017-3115, 2017-3116, 2017-3117, and 2017-3118 until the February 7, 2018 meeting, seconded by Mr. Badger. Motion approved by a 6-0 vote.

ITEM 4. PLANNING DIRECTOR'S REPORT

Mr. Efland introduced Mayor Carolyn Kay Riggle as a new member of the Planning Commission.

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Mr. Volenik requested information regarding the Comprehensive Plan process. Mr. Efland provided information on the consultants that will be working on the Comprehensive Plan.

ITEM 6. NEXT REGULAR MEETING: February 7, 2018

ITEM 7. ADJOURNMENT:

**Motion:** Chairman Simpson moved for the January 17, 2018 Planning Commission meeting to adjourn. The meeting adjourned at 9:51 p.m.

  
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Stacy Simpson, Chairperson

*Elaine McCloskey*

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Elaine McCloskey, Clerk

**PLANNING COMMISSION**  
**January 29, 2018**  
**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, Mayor Carolyn Kay Riggle, Vice-Chairman George Mantzoros, and Chairman Stacy Simpson.

Staff Present: Jonathan Owen, Project Engineer, Lance Schultz, Zoning Administrator, Jordan Selmek, Zoning Officer and Dave Efland, Planning and Community Development Director

ITEM 2. REVIEW AND DISCUSSION OF CASES: 2017-3115, 2017-3116, 2017-3117, 2017-3118 DEL-MOR CORPORATION

A. Planning Commission Discussion and Review – No vote will be taken

APPLICANT:

Michael Shade  
P.O. Box 438  
Delaware, Ohio 43015

Jim Wilson  
Del-Mor Dwellings, Executive Director  
30 North Franklin Street  
Delaware, Ohio 43015

Randall Woodings  
Kontogiannis & Associates  
400 S. 5<sup>th</sup> St. # 400  
Columbus, Ohio 43215

Mr. Efland reviewed the questions presented at the January 17, 2018 Planning Commission meeting. He presented the floor plan for the application. Mr. Woodings reviewed the proposed layout of the buildings and discussed the plans for handicap accessibility. Mr. Woodings reviewed the square footage for the buildings. Mr. Shade discussed the protection provided by the Fair Housing Act in discussing the potential residents in the development. Mr. Wilson did discuss the potential on-site staff job responsibilities.

A discussion was held on the density of the property and comparison of the density to surrounding developments. Mr. Prall voiced concerns over the lack of designated green space and activities. Mr. Wilson and Mr. Woodings discussed

the plans to have porches on the ranch building and an outside sitting area. Mr. Wilson discussed the desire to have a sheltered bike rack. No concerns were voiced by the Commission regarding the square footage of the units.

A discussion was held regarding the plans to change the Comprehensive Plan. Mr. Efland discussed the upcoming plans to update the Comprehensive Plan.

The Commission discussed the current planned parking. Mr. Efland reviewed the plans to have 48 spots with a potential 25 additional parking spots. Mr. Wilson discussed that Del-Mor Dwellings conducted a vehicle ownership study, in which, it was determined that out of all the properties car ownership was at about 39%. A discussion was held on potential buffering options for the north side of the property.

Mr. Mantzoros requested information by the applicant on how critical Phase 2 is to the success of the project, and that the reduction could allow for increased green space, a sheltered bike rack and more parking. Mr. Wilson discussed the need for the 32 units in Phase 1 to potentially receive the tax credit for financing. He discussed the need for different funding for Phase 2. Mr. Wilson also discussed his current waiting list for housing and the mission of the organization.

B. Additional public comment as allowed by the Commission

PUBLIC PARTICIPATION:

Craig Campbell  
183 Curtis Street  
Delaware, Ohio 43015

Mr. Campbell voiced concerns over the safety of residents on Curtis Street and discussed the lack of sidewalks. He discussed concerns about the safety of the Del-Mor Dwellings residents riding their bikes or walking along Curtis Street.

Tim Trimble  
189 Curtis Street  
Delaware, Ohio 43015

Mr. Trimble asked the Commission on when the project would begin if approved and voiced concerns over the current flooding in the area and the water run-off. Mr. Trimble voiced questions regarding the screening process and concerns with the location.

Hazel Moxley  
72 Colfret Court

Delaware, Ohio 43015

Ms. Moxley voiced her concerns regarding the safety of the surrounding property owners and the amount of supervision that will be provided.

Arlene Latta  
185 Bartlett Street  
Delaware, Ohio 43015

Ms. Latta voiced her support for the project and informed the Commission that her son is on a waiting list for housing.

Anna Willow  
56 Lobdell Drive  
Delaware, Ohio 43015

Ms. Willow voiced concerns regarding the development. She discussed the lack of safe walking areas and the lack of communication by the developer to surrounding neighbors.

Mr. Wilson addressed the Commission to answer some questions. He discussed that he has owned the property since 2016 and that the groundbreaking for the project would be spring of 2019. He also discussed the plans to have at a minimum one staff, on the premises, 24 hours a day. Mr. Wilson also discussed his efforts to put out the signage for the first public hearing and that signage was also placed for the February 7 Planning Commission meeting. Mr. Wilson also discussed his efforts to meet with Sarah Lester, HOA President for Curtis Farms. He discussed tentative plans to host a meeting at Andrews House on February 4 to provide an opportunity to speak with surrounding residents concerned about the development.

Mr. Owens addressed the concerns regarding the storm water run-off and purpose of the retention pond.

ITEM 3. ADJOURNMENT:

**Motion:** Chairman Simpson moved for the January 29, 2018 Planning Commission Work Session. The meeting adjourned at 8:48 p.m.

  
Stacy Simpson, Chairperson

*Elaine McCloskey*

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Elaine McCloskey, Clerk

**SHADE TREE COMMISSION**  
**November 28, 2017**  
**MOTION SUMMARY**

ITEM 1. Roll Call

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

Members Present: Shannon Brewster, Jim Buck, Dave Carey (arrived at 7:01 p.m.), Tom Wolber, Becki Wood-Meek, Vice-Chairwoman Susan Wright, and Chairman Paul Olen

Members Absent: Tom Glissman and Gracie Schafer

Staff Present: Ted Miller, Parks and Natural Resource Director and Doug Richmond, Arborist

**Motion to Excuse:** Mr. Wolber moved to excuse Ms. Schafer and Mr. Glissman, seconded by Chairman Olen. Motion approved with a 7-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY of Shade Tree Commission meeting of October 24, 2017 as recorded and transcribed.

**Motion:** Vice-Chairwoman Wright moved to approve the Motion Summary for the October 24, 2017 meeting, seconded by Mr. Wolber. Motion approved with a 7-0 vote.

ITEM 3. PUBLIC COMMENTS

ITEM 4. RECOMMENDATION to Planning Commission for changes to Chapter 1168 Tree Preservation Regulations of the Planning and Zoning Code

**Motion:** Vice-Chairwoman Wright motioned to approve the recommended changes to Chapter 1168 Tree Preservation Regulations of the Planning and Zoning Code and authorize staff to forward recommendations to the Planning Commission for review, seconded by Chairman Olen. Motion approved by a 7-0 vote.

ITEM 5. ARBORIST REPORT

Mr. Richmond discussed the report and that one large caliper tree was removed, as well as, two smaller trees. He informed the Commission that 93 trees were pruned and that there is no current back log for street trees to be planted. Mr. Richmond informed them that a donation was made in the amount of \$25,000 to plant trees in Oak Grove Cemetery. The Commission was also made aware that the application for Tree City U.S.A was submitted.

ITEM 6. STAFF COMMENTS

Mr. Miller provided a draft policy for the tree and bench dedication policy. He explained that the trees would not have individual plaques, but will be placed on a wall for recognition.

ITEM 7. MEMBER COMMENTS

The Commission recommended to recognize the donor for Oak Grove Cemetery with information in a newsletter.

Mr. Carey discussed what type of saplings to order and quantity for the 2018 Arbor Day activities.

Vice-Chairwoman Wright discussed the idea to hold part of a meeting at the greenhouse. Mr. Richmond recommended to tour the greenhouse in April.

Vice-Chairwoman Wright also recommended that discussion items in January include downtown street tree replacement.

Mr. Wolber provided the article, *Road Salt Deadly to Hundreds of Trees*, by Tom Henry (2014).

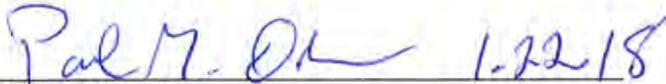
Mr. Miller provided an update regarding the East William Street improvements that are expected to begin in 2018 and plan to present final plans in January, 2018.

ITEM 8. PLAN REVIEWS

- A. Burr Oak Commons – Approved as submitted
- B. Communities at Glenross – Section 11, 15, and south of the Round-a-bout - Approved with recommendations
- C. McDonald's Updated Landscape Plan – Approved as submitted

ITEM 9. ADJOURNMENT

**Motion:** Mr. Wolber moved to adjourn the meeting, seconded by Chairman Olen. The Shade Tree Commission meeting adjourned at 8:05 p.m.

  
Chairman Olen

*Elaine Mackey*  
Clerk

**HISTORIC PRESERVATION COMMISSION  
MOTION SUMMARY  
November 29, 2017**

ITEM 1. Roll Call

Chairman Koch called the Historic Preservation Commission meeting to order at 7:00 p.m.

Members Present: Joe Coleman, Erinn Nicley, Stephanie Van Gundy, Councilman Kyle Rohrer and Chairman Roger Koch

Members Absent: Sherry Riviera and Vice-Chairman Hatten

Staff Present: Dianne Guenther, Development Planner

**Motion to Excuse:** Mr. Coleman motioned to excuse Ms. Riviera and Vice-Chairman Hatten, seconded by Councilmember Rohrer. Motion approved by a 5-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY of the Historic Preservation Commission meeting held on October 25, 2017, as recorded and transcribed.

**Motion:** Mr. Nicley motioned to approve the amended Motion Summary of the Historic Preservation Commission meeting held on October 25, 2017, as recorded and transcribed, seconded by Ms. Van Gundy. Motion approved a by 3-0-2 (Rohrer, Coleman) vote.

ITEM 3. REGULAR BUSINESS

- A. 2017-2923: A request by Jill Rice for an Informal Review for the proposed demolition and reconstruction of 50 West William Street which is zoned B-3 (Community Business District) and located in the Transitional Sub-district of the Downtown Historic District Overlay

Ms. Guenther provided a presentation on the request to demolish the building and the potential plans to rebuild on the property. She provided background history of the property and informed the Commission that the property has been vacant for approximately five years and has deteriorated. She discussed that the existing building is in unfinished condition and not the original structure or have any remaining architectural significant features.

**APPLICANT:**

Jill and Jeff Rice  
6 Darlington Road  
Delaware, Ohio 43015

Mr. and Ms. Rice discussed their plans to purchase the property and future plans for business. The Commission informed them that the concern of the Historic Preservation Commission is what the planned appearance and building materials and style will be. Chairman Koch provided information on the architectural standards and how they can access them. The Commission voiced their support for the demolition of the property and requested that the applicants come forward with a formal request and application. They also recommended that the applicant provide detail plans for the rebuild. Applicant expressed their understanding.

ITEM 4. STAFF COMMENTS

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

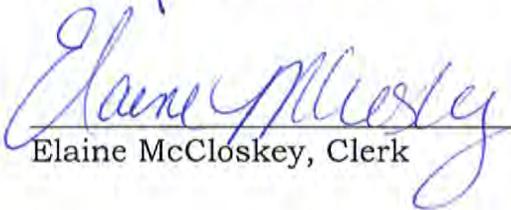
Mr. Nicley expressed his congratulations to the re-election of Mayor Riggle and other Councilmembers.

ITEM 6. NEXT REGULAR MEETING: December 20, 2017

ITEM 7. ADJOURNMENT

**Motion:** Mr. Coleman moved to adjourn the meeting, seconded by Mr. Nicley. The Historic Preservation Commission meeting adjourned at 7:40 p.m.

  
\_\_\_\_\_  
Roger Koch, Chairman

  
\_\_\_\_\_  
Elaine McCloskey, Clerk

**PUBLIC WORKS/PUBLIC UTILITIES COMMITTEE**  
**MOTION SUMMARY**  
**April 4, 2017**

ITEM 1. Roll Call

Chairman Shafer called the meeting to order at 6:03 p.m.

Members Present: Mayor Carolyn Kay Riggle and Chairman Kent Shafer

Members Absent: Vice-Chairwoman Lisa Keller

City Staff Present: Brad Stanton, Director of Public Utilities, Bill Ferrigno, Public Works Director/City Engineer, Linda Mathews, Customer Service Liaison, Terry Davenport, Public Works Division Supervisor, Joe Bullis, Public Works Superintendent, Marion Stephens, Engineering Technician

**Motion to Excuse:** Mayor Riggle moved to excuse Vice-Chairwoman Keller, seconded by Chairman Shafer. Motion approved by a 2-0 vote.

ITEM 2. ELECTION OF CHAIR and VICE-CHAIR

Chairman Shafer requested that the election occur at the next meeting due to Vice-Chairwoman Keller being absent for the meeting.

ITEM 3. APPROVAL of the Motion Summary of the Public Works/Public Utilities Committee meeting held October 4, 2016 as recorded and transcribed.

**Motion:** Mayor Riggle moved to approve the Motion Summary of the Public Works/Public Utilities Committee meeting held October 5, 2016, seconded by Chairman Shafer. Motion approved by a 2-0 vote.

ITEM 4. PUBLIC COMMENTS

There was no public comment.

ITEM 5. DISCUSSION of Solid Waste Program Recommendations

Mr. Ferrigno provided an update on the Solid Waste Program Recommendations. Mr. Ferrigno proposed to initiate a bulk collection pilot program. A discussion was held on potential challenges to bill customers for the service and potential additional costs related to the program. Mr. Davenport provided information on items that can be taken to the recycling center. Vice-Mayor Shafer recommended a six month trial with an update provided to the Committee in three months.

**Motion:** Mayor Riggle moved to recommend to Council a bulk pick up pilot program for six months, in which staff is to report back with an update in three months, seconded by Chairman Shafer. Motion approved by a 2-0 vote.

Mr. Ferrigno provided an update on the 27,000 square feet addition to the Public Works Facility. A discussion was held on the plans to restore the Cherry Street Recycling Facility as park land.

A discussion was held in regards to commercial dumpster use and multi-residential dumpster use. Chairman Shafer recommended to provide to multi-family housing the option to opt out from city refuse service. Mr. Ferrigno to draft legislation to present this Council at an upcoming Council meeting.

Chairman Shafer requested a break at 7:07 p.m. Chairman Shafer reconvened the meeting at 7:14 p.m.

**ITEM 6. APPEAL of Safe Walks Program Cases**

Mr. Stephens reviewed the case for 143 Diverston Way. The applicants for the appeal were not present for the meeting. Mr. Stephens discussed the evidence of settlement and recommended responsibility of repair work by the homeowners.

Mr. Stephens reviewed the case for 453 W. Central Avenue. The applicants for the appeal were not present for the meeting. Mr. Stephens provided a timeline of notification of work and when the work was completed. Mr. Stephens reported that staff received an email January 4, 2017 disputing the responsibility of charges. Mr. Stephens discussed efforts by I.T. to determine if any previous efforts were made to contact staff. Mr. Stephens informed the Committee that there was no record of any email sent by the applicant. A discussion was held with the committee to allow the applicant to assess the bill over a period of time.

**PUBLIC PARTICIPATION:**

Jonathan Sepelek  
246 Tudor Drive  
Delaware, Ohio 43015

Mr. Sepelek provided information on companies that can pump concrete underneath the sidewalk to prevent safety hazards.

**ITEM 7. DISCUSSION of Storm Water Illicit Discharge Enforcement Action**

Mr. Stanton provided an update on the Ohio EPA regulations and the process that was taken in regards to complaints of oil leaking from a vehicle in front of 246 Tudor Drive. Mr. Stanton provided a timeline of notification to the resident

for cleanup and Administrative Hearing that was set up for March 24, 2017. Mr. Stanton informed the Committee that the post office attempted to deliver the certified mail three times with no success in regards to the Administrative Hearing.

PUBLIC PARTICIPATION:

Jonathan Sepelek  
246 Tudor Drive  
Delaware, Ohio 43015

Mr. Sepelek requested that Mr. Stanton review the timeline. Mr. Sepelek stated that he did attempt to clean the oil with a power washer and cleaner. Mr. Sepelek requested to meet with staff next week to determine clean up procedure and for staff to help create a barrier from oil going into the basin.

ITEM 8. STAFF COMMENTS

Mr. Ferrigno provided an update on the hiring of a new engineer. Mr. Ferrigno discussed the current status for over height detection process, and the current estimates received during the bid process.

Mr. Ferrigno discussed plans to organize a community meeting for residents around Heffner Street to discuss their needs to resurface or rehabilitate their road.

Mr. Stanton informed the Committee that the displays for the Water Plant Education Center are being set up and that the Citizen Academy will tour the facility April 13, 2017.

Mr. Stanton discussed the current status of the installation and notification of residents on automatic water meters.

ITEM 9. MEMBER COMMENTS

ITEM 10. ADJOURNMENT

**Motion:** Mayor Riggle moved to adjourn the Public Works/Public Utilities Committee meeting. The meeting adjourned at 8:01 p.m.

  
Chairman

*Elaine McCloskey*

Elaine McCloskey, Clerk



## FACT SHEET

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AGENDA ITEM NO: 08

DATE: 02/12/2018

ORDINANCE NO:

RESOLUTION NO: 18-09

READING: SECOND

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 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-Final

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, in 2013 the City began a project to explore and develop an entrepreneurial 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 Stewart Annex building, is the best option for renovating and utilizing physical facilities for an entrepreneurial 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 entrepreneurial 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 entrepreneurial 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 Entrepreneurial 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 February \_\_\_, 2018 (“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 70 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 and County shall aid the University in obtaining paying tenant/members for the Center.
- 1.6. 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 at the beginning of each calendar year or at the authorization of the agreement 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 City and the County's annual contributions for years 2 through 5, and any annual contributions for any renewal term, shall be subject to separate appropriation by the City and the County, and failure to appropriate shall not constitute an event of default hereunder.
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.

- 3.6. 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.
- 3.7. 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 occupancy and operation.
- 3.8. 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:
  - 3.8.1. Printing;
  - 3.8.2. Photocopying and duplicating; and
  - 3.8.3. Memberships to the Simpson Querrey Fitness Center.
- 3.9. 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 the President of the Board of County Commissioners 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 governing board of the Center 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 Manager, 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  
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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**

\_\_\_\_\_  
Gary Merrell Date  
Pursuant to Resolution No. 11-137 and  
Resolution No. 18-\_\_\_\_\_

**The City of Delaware**

By: \_\_\_\_\_  
Name: R. Thomas Homan, ICMA-CM Date  
Its: City Manager

**Ohio Wesleyan University**

By: \_\_\_\_\_  
Name: Rockwell Jones, Ph.D Date  
Its: President

**COUNTY AUDITOR'S CERTIFICATION (RC 5705.41(D)):**

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the Ohio Auditor of State that **Ohio Wesleyan University** has no unresolved findings for recovery pending or issued against it by the State of Ohio.

\_\_\_\_\_  
George Kaitsa  
Delaware County Auditor

P.R. #: \_\_\_\_\_

**Schedule of Exhibits:**

- Exhibit A - Architectural renderings**
- Exhibit B - Guiding Principles of The Delaware Entrepreneurial Center**

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

## **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 who 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.

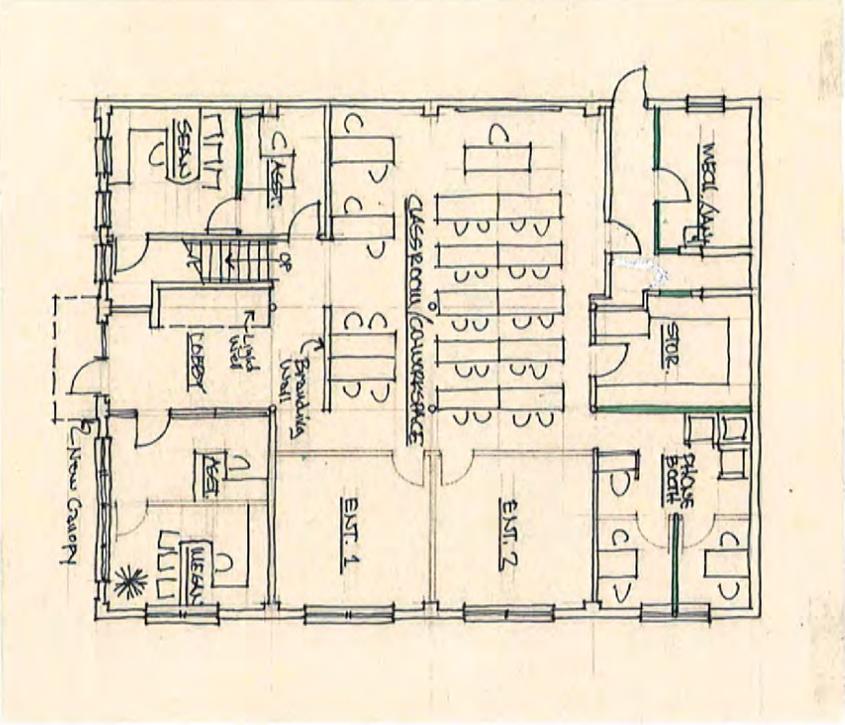
**Integrity:** The most important human asset is our integrity; integrity is more important than money.

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

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

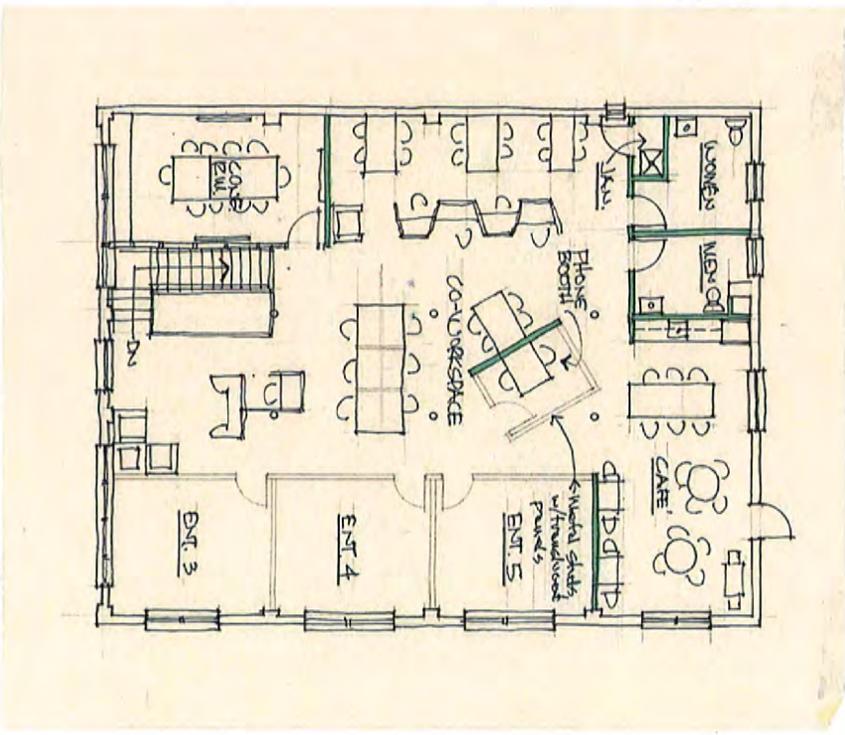
# Ohio Wesleyan University Annex / Entrepreneur Center

70 South Sandusky Street, Delaware, Ohio  
February 5, 2018



FIRST FLOOR PLAN

SCALE: APPROX. 1/8" = 1'-0"



SECOND FLOOR PLAN

SCALE: APPROX. 1/8" = 1'-0"



EXHIBIT A

**Ohio Wesleyan University Annex / Entrepreneur Center**

70 South Sandusky Street, Delaware, Ohio  
February 5, 2018



# Entrepreneurial Center Join Agreement



Ohio  
Wesleyan  
University



- OWU's Stewart Annex, 70 S. Sandusky Street
- 6,000 sq ft, 2 floors, 2 entry points
- Offices, conference rooms, co-working space, classrooms, outdoor space, lounge and creative gathering spaces

## Timeline:

- March 2018: Break ground on renovations
- August 2018: Renovations Complete
- August 22, 2018: Open doors to students and start ups



# Entrepreneurial Center Join Agreement

## Programming:

- Quarterly: Signature lectures: Business Leadership, Business Ethics, Economic Outlook, Networking
- Monthly: Educational programming open to OWU community, Greater Delaware community, Startup community
- Monthly: Lunch and learns
- Daily: Interaction with students and startup owners

# Entrepreneurial Center Join Agreement

## University:

- Perform and pay for renovations and remodeling
- Provide insurance
- Provide space for City's Economic Development Department as well as occasional use space for County's Economic Development Department

## Agreement Term:

- Initial five years with option of two, 5-year extensions

# Entrepreneurial Center Join Agreement

## City and County:

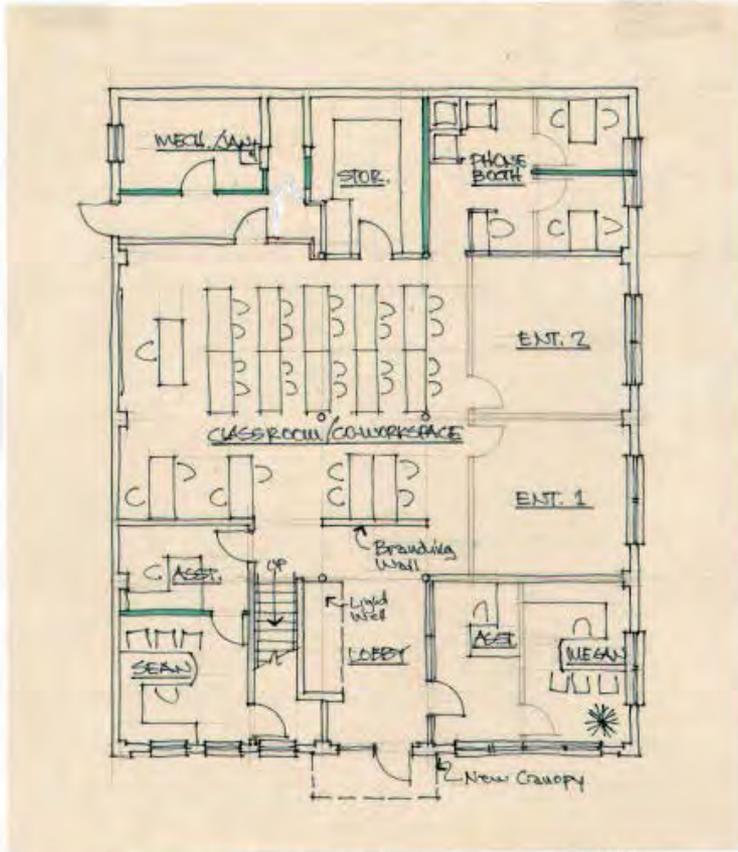
- Each will pay university \$50,000 per year for five years for operations. Amount appropriated annually
- Each reserve right not to pay in a given year if center is not performing to expectations
- If revenues exceed operating expenses, Advisory Board may reduce payments from City and County

Advisory Board will oversee operations and develop an “Operations Committee” to assist University President-appointed center manager

# Ohio Wesleyan University Annex / Entrepreneur Center

70 South Sandusky Street, Delaware, Ohio

February 5, 2018

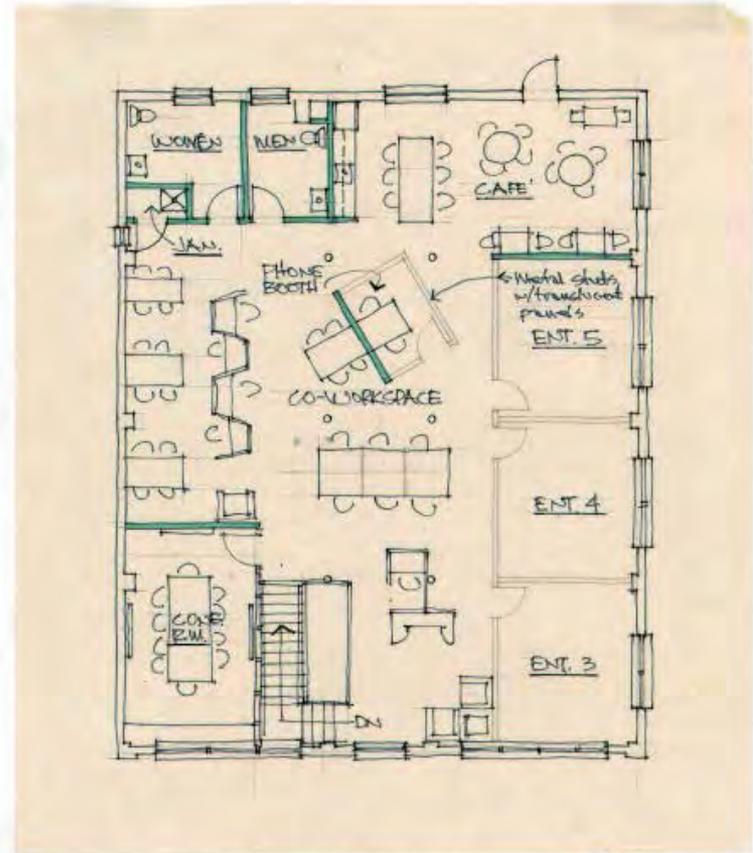


## FIRST FLOOR PLAN

SCALE: APPROX. 1/8" = 1' - 0"



NORTH



## SECOND FLOOR PLAN

SCALE: APPROX. 1/8" = 1' - 0"



NORTH

Ohio  
Wesleyan  
University

**TM**  
THOMAS & MARKER  
CONSTRUCTION

# Ohio Wesleyan University Annex / Entrepreneur Center

70 South Sandusky Street, Delaware, Ohio

February 5, 2018





## FACT SHEET

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AGENDA ITEM NO: 09

DATE: 02/12/2018

ORDINANCE NO: 18-02

RESOLUTION NO:

READING: SECOND

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  
PowerPoint Presentation

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.

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

# COhatch Lease of City Hall Annex

- 9,386 sq. ft, representing first floor and basement
- Delaware Community Space LLC will have 5 designated parking spaces for use.
- Lease term: 10 years with DCS having right to 2 additional 5-year terms.
- Exercise of two additional 5-year renewal options includes a 6-percent rent increase clause for each term, as long as DCS is in good standing with the lease.

## Rent:

- \$6,500 per month (\$78,000 annually) with first payment due 90 days after substantial completion.

# COhatch Lease of City Hall Annex

## The City:

- Responsible for bringing the first floor and basement to “vanilla box” state, up to a negotiated maximum cost of \$1,185,686.
- City’s cost to finance renovation will be \$111,876 annually for 15 years.
- Factoring in DCS’ annual \$78,000 rent, gap between rent and renovation cost, plus financing, is approximately \$33,876.
- Gap would be covered by annual City contribution and is considered part of the City’s incentive.

- **DCS:**  
Responsible for paying for final design improvements, estimated to cost up to approximately \$654,000.

# COhatch Lease of City Hall Annex

## City buyout options:

- City must hire outside firm to determine need for terminating lease.
- City must provide DCS a 24-month notice of intent to terminate the lease.
- City must pay DCS 20 percent 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.

# COhatch Lease of City Hall Annex

## Process:

- Financing
- RFQs/ RFPs for Design/ Build
- Award Contract
- Construction Begins

## City Hall Annex Improvement Plans:

- Connector Bridge
- Second Floor Mechanicals
- New Windows
- Renovation of Second Floor for Office and/or meeting space



## FACT SHEET

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AGENDA ITEM NO: 10

DATE: 02/12/2018

ORDINANCE NO: 18-04

RESOLUTION NO:

READING: SECOND

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

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**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:**

**02/06/2018 UPDATE:**

Amendments have been proposed to reflect the comments provided by Council at the January 22, 2018 meeting. These amendments increase the threshold requiring Council approval to \$15,000 and require a review annually to determine if this amount shall be adjusted. These amendments are reflected in Ordinance No. 18-04.

**01/22/2018:**

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) [or if amended: fifteen-thousand dollars (\$15,000)]; 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 AMENDMENT: YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

VOTE ON RULE SUSPENSION: YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

PASSED: \_\_\_\_\_, 2018 YEAS \_\_\_ NAYS \_\_\_  
ABSTAIN \_\_\_

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

\_\_\_\_\_  
MAYOR

PROPOSED AMENDMENTS TO LEGISLATION

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~~fifteen thousand dollars (\$~~105~~150,000.00), 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.

The City Manager shall annually review the dollar threshold and provide a proposed adjustment for consideration in conjunction with the annual budget.

(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: 11

DATE: 02/12/2018

ORDINANCE NO: 18-05

RESOLUTION NO:

READING: SECOND

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

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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:*

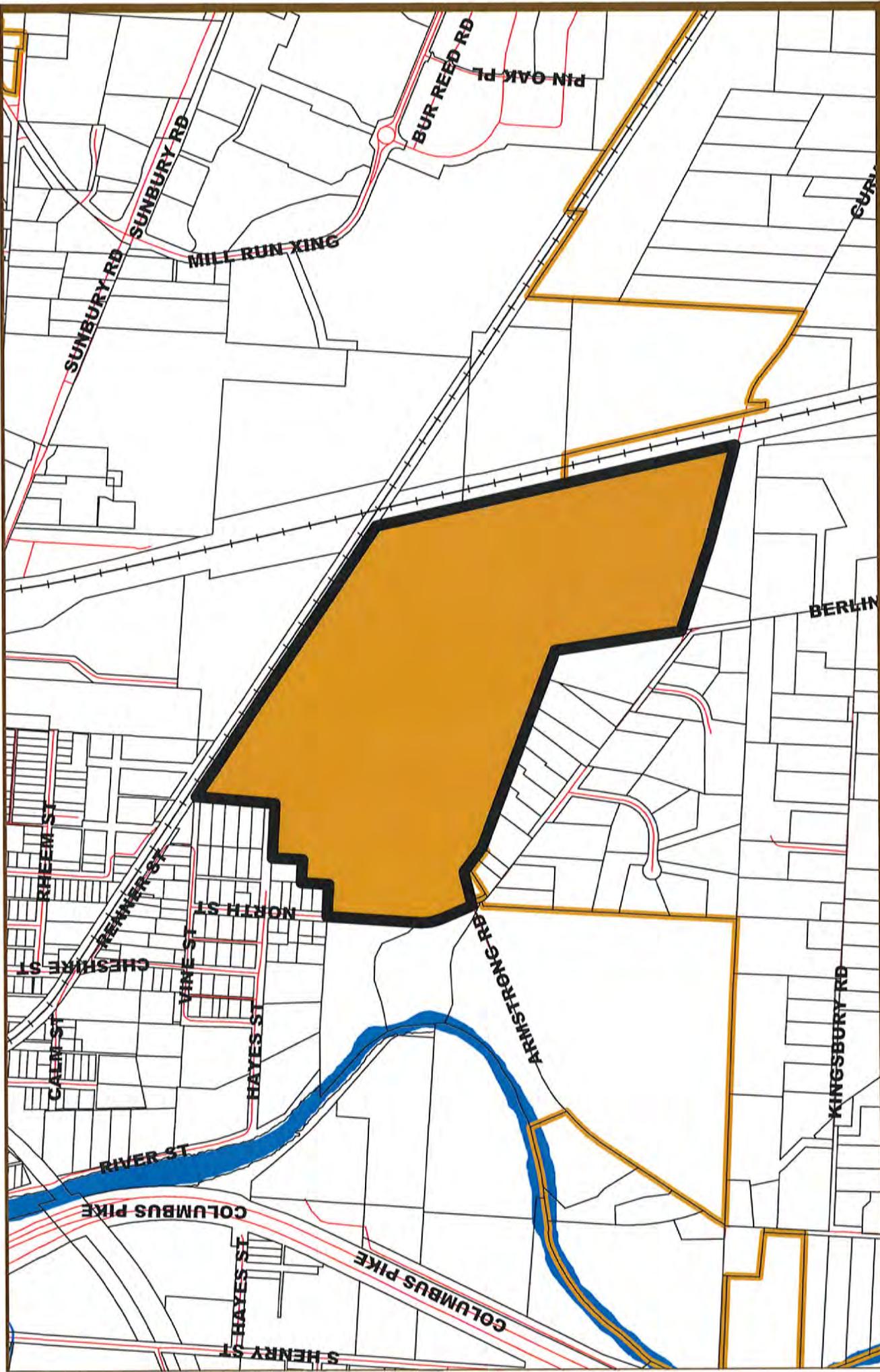
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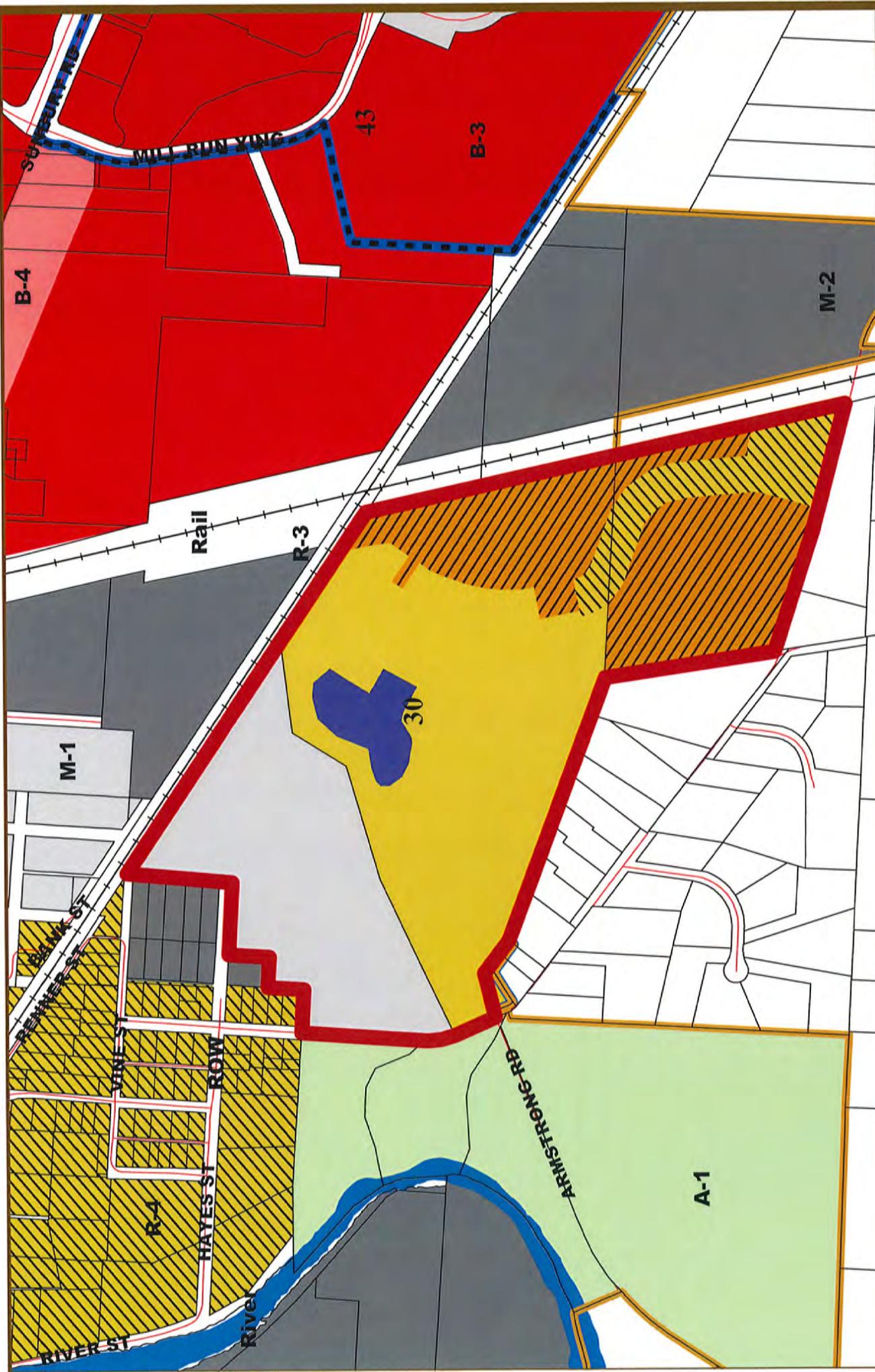
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**FILE:**  
**ORIGINAL:**    01/11/18  
**REVISED:**



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





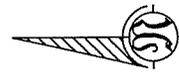
2017-3079  
Conditional Use Permit  
Temporary Sales Trailer - Ravines at Olentangy  
Aerial (2016) Map



**FISCHER HOMES COLUMBUS, LP**

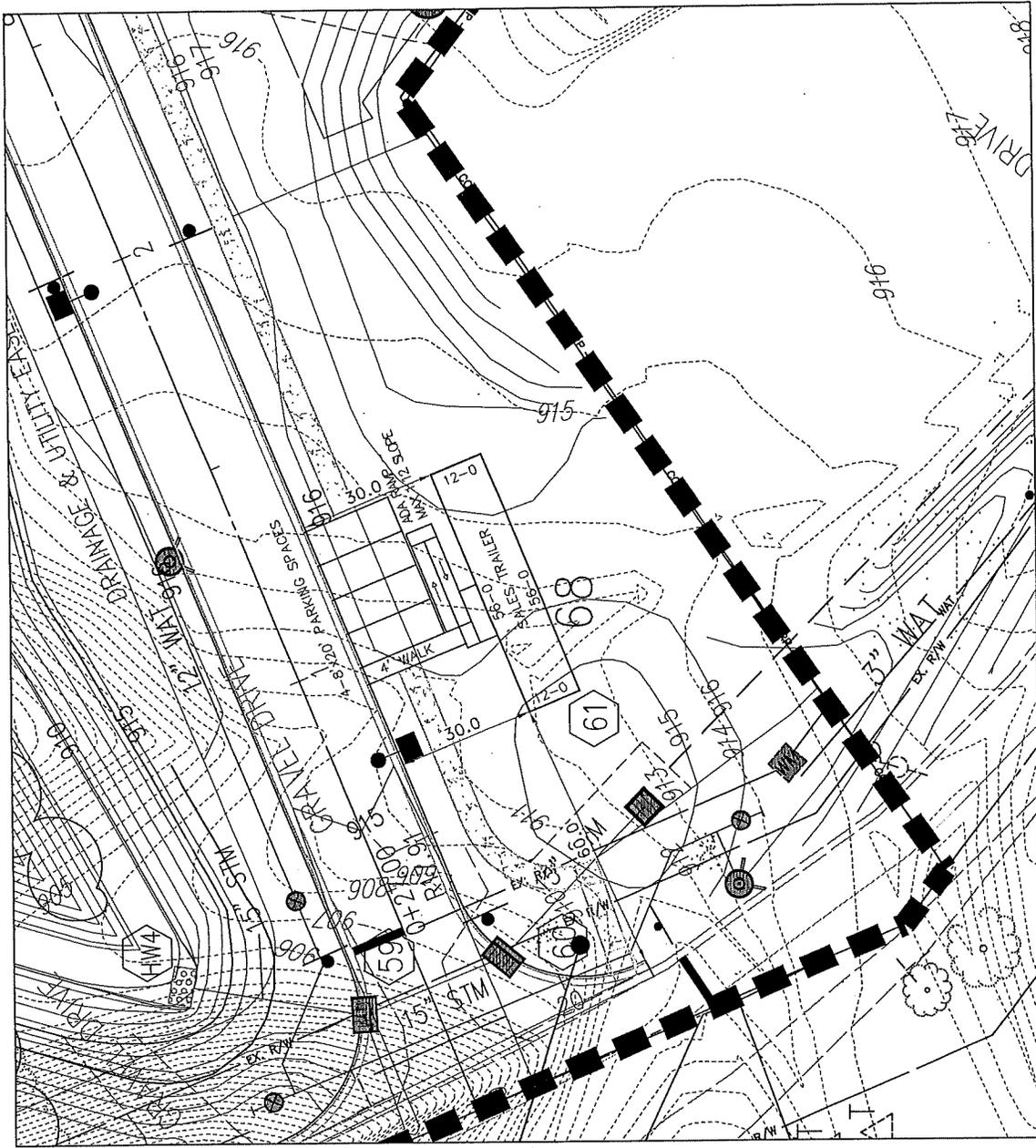
7965 North High Street, Suite 20 . Columbus, OH 43235 . (F) 614.896.2554  
 HOME SITE #: 068  
 COMMUNITY: Ravines of Olentangy (RVO)  
 RECORDED: Plat Book:  
 ADDRESS:  
 COUNTY/STATE: Delaware, OH DATE: 12/14/17  
 SCALE OF DRAWING: 1" = 30' DRAWN BY: DAH 859-578-7738

**Field Issue**



**NON-RECORD PLAT**

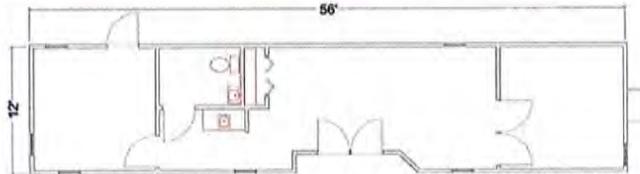
OWNER	FISCHER
DATE	
PROJECT	
REAR	
SIDEYARD CORNER LOT	
SIDEWALKS* Walk Required at the Street	



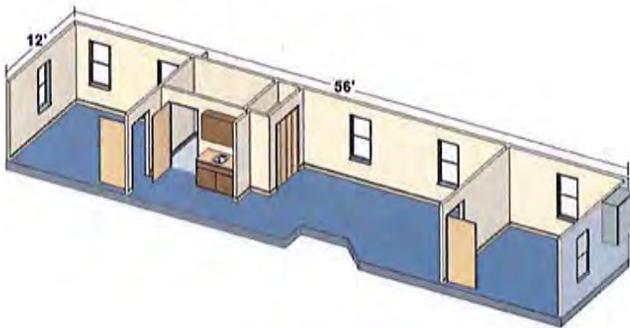


**ModSpace®**

## 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

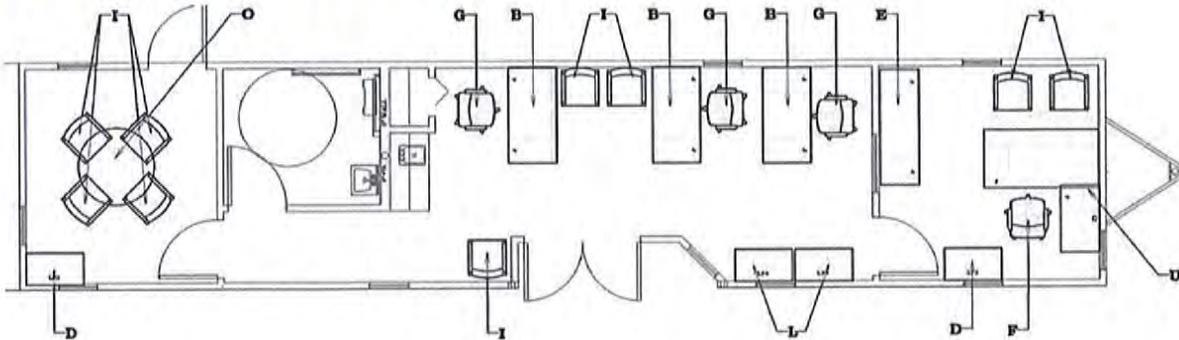
Floor plans may vary. Other sizes, floor plans, configurations and specifications are available. Wood, vinyl and metal exteriors, skirting and other customization of features, options and finishes are available upon request.

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



## FACT SHEET

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AGENDA ITEM NO: 12

DATE: 02/12/2018

ORDINANCE NO:

RESOLUTION NO: 18-10

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA:

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR CONTRACT AGREEMENT (PLUS TWO ONE-YEAR EXTENSIONS) WITH THE YMCA OF CENTRAL OHIO TO CONTINUE TO PROVIDE RECREATION MANAGEMENT SERVICES.

**BACKGROUND:**

An agreement between the City and the YMCA for the YMCA to continue operating City Recreation Programs. The initial agreement was a 1 year term progressing to a 3 year term and now proposes a 3 year term with a potential two one-year extension. The proposed revisions to the agreement have been instituted through past experience and will continue to evolve.

**REASON WHY LEGISLATION IS NEEDED:**

The agreement will allow for the continuation of the recreation programming partnership with the City of Delaware and the YMCA.

**COMMITTEE RECOMMENDATION:**

Reviewed by Parks Advisory Board January 16, 2018, no comments.

**FISCAL IMPACT(S):**

Annual reduction in recreation programming payment to the YMCA by \$15,200. This reduction will come from a reallocation of \$9,000 which the City paid to the

YMCA for facility (Mingo Recreation Center) improvements and now will be included in the Parks & Natural Resources facility improvement fund. The remaining \$6,200 reduction is the fee charged by the YMCA to handle shelter reservations. The City will take over this task with the assistance of online programming software and Public Works & Parks Administrative Assistance staff.

**POLICY CHANGES:**

Shelter rental coordination will be solely the responsibility of city staff. In the past, the YMCA staff handled shelter rental scheduling and city staff handled shelter preparation. The delay in communication often created notification conflicts and increased staff time in coordinating. The intent of the policy change is to increase staff efficiency and reduce budget costs.

**PRESENTER(S):**

Ted Miller, Parks and Natural Resource Director

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Proposed Agreement  
Rec Levy Memorandum 1.3.18





## MEMORANDUM

TO: R. Thomas Homan, City Manager  
CC: Jackie Walker, Asst. City Manager  
FROM: Ted Miller, Parks and Natural Resources Director  
DATE: 2.8.18  
RE: Recreation Management Agreement with YMCA

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Over the last several months, Jackie and I have been working with Matt Bruns & Jeremy Byers of the YMCA to update the Recreation Management Agreement. On September 14, we reviewed the agreement and updates with Council Member Lisa Keller, Council Member George Hellinger, Matt Bruns and Jeremy Byers. The following represents a summary of the major changes to the agreement:

1. **(Section 1a)**-The prior agreement had the YMCA being responsible for all rental coordination including shelters rentals. City Staff will now handle shelter rentals. The change was necessitated for the following reasons:
  - A.) **Rental Coordination** -The YMCA Staff would schedule reservations and City staff would prepare the shelters. There was often a lag in communication that would create additional work verifying rentals. The solution is to minimize a step and allow staff to be the direct contact for rentals.
  - B.) **Online rentals** -The YMCA did not have the software capable of allowing for the public to rent shelters through an on-line application. The City will contract a consultant to provide this automated convenience and maintain personal service.
  - C.) **Financial obstacles** -The YMCA has requested that they do not receive rental payments as this creates additional steps and is difficult for their accounting department. The change will eliminate the YMCA receiving payments as they will come directly to the City.The proposed solution will provide the public additional options for renting shelters and we anticipate that it will only add minimal staff hours. It will save the City \$6,200.00 annually (does not include \$600 software costs) in compensation previously paid to the YMCA. The YMCA staff will still be responsible for renting indoor spaces.
2. **(Section 2b & 5a)**-Mingo maintenance costs were shared by both parties with the YMCA obligated to spend up to \$9,000 per year. The proposed agreement reduces the \$9,000 compensation the City paid the YMCA as part of the annual payment and transfers this to the Parks building maintenance fund. The City will be responsible

for all non-routine maintenance costs. This amendment will allow for more timely and efficient building maintenance.

3. **(Section 2j)**-Defines when the customer satisfaction survey will be done. The amendment defines a specific time frame of twice per year.
4. **(Section 2k)**- *New Section*. In 2018, the YMCA will begin to track Mingo pool usage, differentiating users by day pass, YMCA representatives, Mingo members and special use (group entries).
5. **(Section 3b)**- The Advisory Committee has been revised to three Parks Board Members, three YMCA members and two City Council Members.
6. **(Section 5c)**-*New Section*. An Accreditation Report will be prepared by City and YMCA staff that points out Mingo Recreation Center building maintenance deficiencies and promotes an action plan on who and when the items will be addressed. This will allow us to be more proactive in addressing maintenance issues and creates a tracking system to insure items are completed. The initial report will be completed in 2018.
7. **(Section 6b)**- The 2017 management fee was \$209,153 and the 2018 management fee will be \$198,802.00. Subsequent years will reflect a 2.5% increase subject to annual funding by legislative authority. The change shows a reduction of \$9,000.00 for building maintenance costs and \$6,200.00 for shelter administration costs plus the 2.5% annual rate increase.
8. **(Section 7a)**-The proposed agreement remains a three year agreement but allows for two, one year extensions.
9. **Exhibit A and B** have been updated to reflection program changes and price changes. Please see attached Exhibits outlining updates. In 2017, our shelter rental were reorganized from an all-day rental to a two block rental. This change was made to improve availability to the public while keeping prices stable. The change increased rentals and kept costs in line with previous years.

Please let me know if you have any question or if I can provide any further information.  
Thank you.

MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF DELAWARE, OHIO, an Ohio political subdivision (hereinafter the "City"), and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL OHIO (hereinafter "YMCA" ), an Ohio nonprofit corporation.

WITNESSETH:

WHEREAS, the City is currently operating a Parks and Recreation Department which is comprised of a separate "Parks" division ("Parks Division") and a separate "Recreation" division ("Recreation Division"); and

WHEREAS, the City believes that it will be in the best interest of the City and its residents to have YMCA provide certain management services with respect to the Recreation Division of the Delaware Parks and Recreation Department, as more specifically set forth herein, inasmuch as YMCA has a demonstrated capability in (a) the provision of professional management of recreation programs and facilities and (b) the operation of quality recreational programming; and

WHEREAS, YMCA has and will benefit from the provision of such management services to the City inasmuch as the provision to the City and the surrounding community is complimentary to the organizational mission and objectives of the YMCA; and

WHEREAS, the City desires to engage YMCA to provide management services to the Recreation Division, and YMCA desires to accept such engagement, on the terms and subject to the provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the City and YMCA do hereby agree as follows:

1. ENGAGEMENT OF YMCA

(a) Engagement to Perform Management Services. Upon the terms hereinafter set forth, the City hereby engages YMCA to perform the Management Services (as hereinafter defined), and YMCA hereby accepts such engagement and agrees to perform such Management Services with diligence. For purposes hereof, the term Management Services shall mean (i) the provision of administrative services with respect to the operation of the Recreation Division, including but not limited to, management of the Recreation Division, hiring and supervising staff and employees, scheduling and coordinating recreation programming and facility leasing, (ii) the operation of the Mingo Park Recreation Center and Administrative Offices and the Jack Florance Aquatic Center, 500

East Lincoln Avenue, Delaware, Ohio (the "Recreation Facilities"), including, but not limited to, provision of janitorial services and Minor Repairs (as hereinafter defined) at the Recreation Facilities, (iii) the operation of recreation programming at the Recreation Facilities and at other City-owned facilities, including but not limited to, soccer fields, ball fields, basketball courts and tennis courts maintained by the Parks Division at the Mingo Park Complex (such other facilities being sometimes herein referred to as the "Parks Facilities") and (iv) In addition, the YMCA will take over the City's role in Harmony in the Park, Safety City, the Halloween Party, Easter Egg Hunt, and Adult and Youth Triathlons, as described below.

(b) Implementation/Operation Plan. Sixty days prior to commencement of this agreement, the YMCA will provide the City with a plan describing the implementation and operation of this agreement.

(c) Exclusions. Expressly excluded from the definition of Management Services shall be (i) the operation of the Parks Division and the maintenance of the Parks Facilities, (ii) the operation of any City-owned golf courses and (iii) the conduct of Major Repairs (as hereinafter defined), (iv) DYAA Youth Soccer, (v) Optimist Tackle Football and Cheerleading, The City agrees that it shall timely and diligently perform the foregoing excluded services throughout the term of this Agreement, so as to maximize the ability of YMCA to perform the Management Services.

(d) Location/employees. It is anticipated that YMCA shall conduct its administrative responsibilities largely from the Delaware Community Center/YMCA located on South Houk Road, Delaware, Ohio and shall staff in part its administrative and programming responsibilities with employees of the Delaware Community Center/YMCA. The YMCA will officially notify the City of personnel contact changes on a regular basis.

## 2. PERFORMANCE OF MANAGEMENT SERVICES BY YMCA

(a) Programs. YMCA shall be responsible for the day-to-day management and operation of the Recreation Division, including but not limited to, the implementation and operation of those programs which the YMCA determines, in the exercise of its commercially reasonable judgment, to be financially and physically feasible to be conducted at the Recreation Facilities and/or the Parks Facilities. All revenues generated by such programming shall be the property of YMCA and any and all costs associated with the programs conducted by YMCA pursuant to the provisions hereof shall be the responsibility of YMCA, excluding, however, the cost of utilities consumed in connection therewith, which costs the City hereby agrees to bear. In connection with the conduct of such programs, YMCA shall be entitled to the sole and exclusive use of the Recreation Facilities during scheduled programs and to the non-exclusive use in common with the general public of the Parks Facilities, on an as-scheduled basis.

(b) Maintenance of Recreation Facilities. Subject to the provisions of Paragraph 5(b) hereof, Daily routine maintenance of the Mingo Facility including JFlo such as cleaning of the facility, lighting, water testing and treating, touch up painting, supplies, minor repairs and adjustments, ceiling tiles, etc... (Chemicals for the pool are the responsibility of the YMCA). The Accreditation Report will be completed prior to the end of 2017. A quarterly inspection will be completed between City and YMCA staff using the reports. . The City will be responsible for all issues outside of those listed above as well as the preventative maintenance.

(c) Alterations or Improvements to the Recreation Facilities. YMCA shall have the right to make minor alterations or improvements to the Recreation Facilities, provided YMCA shall make the same in accordance with all applicable laws and in a good and workmanlike manner. Notwithstanding the foregoing, however, YMCA shall not make alterations or improvements to the Recreation Facilities which are structural in nature without first obtaining the approval from the Advisory Committee and the City, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Staffing. YMCA shall hire the staff necessary and appropriate to perform the Management Services, as the YMCA shall determine in the exercise of its commercially reasonable judgment. All salaries, benefits and compensation of the staff shall be the responsibility of, and shall be paid by, YMCA. None of such items shall be paid or reimbursed by the City. As set forth in Paragraph 1(c), it is anticipated that some or all of the employees engaged to perform the Management Services may be employees shared with the Delaware Community Center /YMCA operations.

(e) Additional Program Funding. YMCA shall (i) seek program funding with the United Way of Delaware to maximize usage of the Recreation Facilities and programming at the Recreation Facilities and the Park Facilities, (ii) coordinate long-range goals for the operation of the Recreation Division, (iii) seek partners for the development of programs to be held at the Recreation Facilities and the Park Facilities and (iv) generate ideas and programs for revenue and continued operation of the Recreation Division. Program funding obtained from the United Way of Delaware or from other grants shall be the property of YMCA for use in accordance with grant criteria.

(f) At a minimum, the YMCA will provide the programming referenced in Exhibit A. The YMCA may offer additional programming at its discretion.

(g) Facilities will be made available for rental by residents at rates listed in Exhibit B. Facilities will be rented on a first-paid, first-served basis. Current user Angel Dunlap Dancing will continue to be permitted to rent facilities. The City recognizes that the YMCA may require any group renting facilities managed by

the YMCA to purchase liability insurance naming the City and the YMCA as additional insured parties. For special events, the YMCA shall require any group renting facilities managed by the YMCA to purchase liability insurance naming the City and the YMCA as additional insured parties.

(h) The YMCA is responsible for purchasing inventory and equipment necessary for programming offered, including but not limited to balls, concession equipment, and capital equipment such as ball field drags for ball fields. At the start of the agreement, the city will sell existing inventory and equipment to the YMCA at cost following the requirements of Delaware Codified Ordinance Section 108.02.

(i) At the end of each fiscal year, the YMCA and the City will meet to discuss the program report required under Section 4(d) and discuss any proposed changes to the programs and rates. Changes will be memorialized in an amendment to this agreement.

(j) On a biannual basis the City and the YMCA will conduct a customer satisfaction survey on recreation users to determine satisfaction levels and report the findings to the advisory committee and the Parks Advisory Board.

(k) The YMCA is responsible for tracking Mingo Pool visitors and will categorize per the following: 1) YMCA members, 2) Mingo Pool members, 3) Day passes, 4) Group entries. This will allow City and YMCA staff to accurately track visitors.

### 3. MANAGEMENT AUTHORITY OF YMCA/ADVISORY COMMITTEE

(a) YMCA shall have all necessary powers of management, with full authority to do all acts not restricted or prohibited herein or by law that are necessary or desirable for the proper performance of the Management Services. Using current and past Recreation Division programming as a model, YMCA shall have the freedom and discretion to perform the Management Services, including but not limited to, the discretion and authority to make all decisions pertaining to personnel, building usage, program design, hours of operation and building/program rules and regulations.

(b) Notwithstanding the foregoing, however, it is understood and agreed that the parties shall establish an "Advisory Committee" to make recommendations to YMCA regarding community needs. The representatives of the Advisory Committee shall include three current members of the Parks and Recreation Advisory Board, an additional two members of City Council, and three representatives appointed by YMCA. In addition, the Parks and Natural Resource Director and City Manager or their designee shall serve as ex-officio members of the "Advisory Committee". YMCA shall establish by-laws, which will be approved by the Committee, pursuant to which the Advisory Committee shall operate. The

sole function of the Advisory Committee shall be to advise YMCA and the City on community interests as they relate to the operation of the Recreation Division and the performance of the Management Services. YMCA shall take into consideration such advice and recommendations.

(c) The City Manager will designate a staff member to serve as a point of contact for the YMCA management agreement and will manage the contract on behalf of the city.

#### 4. ADDITIONAL RESPONSIBILITIES OF YMCA

(a) Compliance with Law. YMCA hereby agrees that, in the performance of its duties hereunder, YMCA shall comply with all applicable laws, ordinances, orders, rules, regulations, and requirements of all federal, state and local government authorities, courts, commissions, bodies, boards and officers.

(b) Non-discrimination. In the hiring of employees for the performance of the services contemplated under this Agreement, YMCA and all persons acting on behalf of YMCA, shall not, by reason of race, creed, religion, sex, handicap, or color, discriminate against any citizen of this State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. Further, neither YMCA nor any person acting on YMCA's behalf, shall discriminate against or intimidate any employee hired for the performance of the services contemplated hereunder on account of race, creed, religion, sex, handicap, or color.

(c) YMCA's Employees. All personnel employed by YMCA to provide the Management Services shall at all times and for all purposes be solely the employees of YMCA, under the direction and supervision of YMCA. YMCA shall assure that all such personnel have the legal ability to work in the United States. It is understood and agreed that YMCA and its personnel are acting as an independent contractor to the City in the provision of the Management Services hereunder. Neither YMCA nor any of its personnel shall in any event be entitled to participate in, or to receive any benefits from, any of the City's employee benefit or welfare plans.

Further, YMCA shall withhold and/or pay all federal and state income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contribution or sums payable with respect to YMCA or any of its personnel as a result of or in connection with the Management Services provided hereunder, and YMCA shall file (and shall direct all of its personnel to file) all returns and reports with respect to any of the foregoing. The provisions of this Paragraph 4(c) shall survive the expiration or earlier termination of this Agreement.

(d) Program Reports. On October 1st of each year of this Agreement, YMCA shall prepare and submit a report on the programs operated by YMCA over the past year (hereinafter a "Program Report"). Each Program Report shall set forth the following information relative to the particular fiscal year of YMCA: (i) the number of persons utilizing each Recreation Facility and program provided pursuant hereto, (ii) a summary of the programs and events conducted by YMCA pursuant to the provisions hereof, (iii) a summary of the expenditures and revenues associated with each Recreational Facility and program, (iv) an analysis of the quality of the programs and events conducted by YMCA pursuant to the provisions hereof and (v) a summary of programs that YMCA proposes to conduct for the Recreation Division during the following fiscal year and the proposed rates.

(e) Safety and Protection. In the performance of the Management Services, YMCA shall (i) comply with all applicable provisions of federal, state and local safety laws and building codes in an effort to prevent accidents or injury to employees and to persons participating in the programs of the Recreation Division, (ii) take all legally required precautions for the safety of employees and all persons participating in the programs of the Recreation Division and (iii) emphasize regularly to its employees the need for continual attention to accident-prevention efforts and strategies.

## 5. MAINTENANCE OF RECREATION FACILITIES

(a) Daily routine maintenance of the Mingo Facility including JFlo such as cleaning of the facility, lighting, water testing and treating, touch up painting, supplies, minor repairs and adjustments, ceiling tiles, etc... (Chemicals for the pool are the responsibility of the YMCA). The Accreditation Report will be completed prior to the end of 2018. A quarterly inspection will be completed between City and YMCA staff using the reports.

(b) The City will be responsible for all issues outside of those listed 5(a) as well as the preventative maintenance.

(c) Prior to the start of the 2018 contract, the parties will negotiate the Accreditation Report (Exhibit C- which will be added at the end of 2018) to this agreement, which will detail the responsibilities of the City and the YMCA regarding maintenance.

## 6. REVENUES AND COMPENSATION

(a) As compensation for the Management Services provided by YMCA under this Agreement, and in consideration for YMCA entering into this Agreement, the City acknowledges and agrees that YMCA is hereby entitled to collect and retain all revenues generated from programs conducted by YMCA pursuant to this Agreement. The YMCA is permitted to retain rental revenues

from the the Jack Florance Pool, Hilborn Room and the Bixby Room, Hilborn Room Kitchen.

(b) In addition to the foregoing, the City shall pay to YMCA a management fee (the "Management Fee") of \$ 198,802.00 in 2018 and \$ 203,772.00 in 2019 and \$208,866.00 in 2020 and \$214,089.00 in 2021 and \$219,441.00 in 2022, subject to funding by legislative authority.

The Management Fee shall be payable in quarterly installments on the last business day of each January, April, July and October during the term hereof, commencing on January 1, 2018. Future years' management fees will be negotiated based on the Program Reports submitted by the YMCA.

## 7. TERM AND TERMINATION

(a) The term of this agreement shall commence on January 2, 2018 and shall continue through December 21, 2020, subject to funding by the legislative authority. The city can renew this agreement for two additional one year terms (2021 and 2022) under the fee schedule set forth in Section 6 by providing written notice to the YMCA 30 days prior to the expiration of the contract term.

(b) Breach or Default. If one party to this Agreement breaches, or defaults in performance of, any material term, condition or provision of this Agreement, the other party to this Agreement shall give to the other party written notice of such default. The defaulting party shall thereafter have sixty (60) days within which to cure any such default. Unless and within such sixty (60) day period: (i) such breach or default has been cured; or (ii) a cure thereof has been commenced which, in the reasonable opinion of the party giving the notice, will correct the breach or default so long as such cure is continued with diligence, the party giving such notice shall thereafter have the right to terminate this Agreement upon written notice to the defaulting party, without prejudice to the other rights and remedies available to the non-defaulting party at law or in equity. Notwithstanding the foregoing, YMCA shall have the right to terminate this Agreement upon fifteen (15) days notice if the City fails to timely pay any installment of the Management Fee to YMCA.

(c) Voluntary Termination. Either party to this Agreement shall have the right to terminate this Agreement without cause by giving ninety (90) days prior written notice of termination to the other party. In such event, this Agreement shall thereupon terminate at the end of such one ninety (90) day period and neither party shall thereafter have liability hereunder, except with respect to defaults in existence on the date of termination.

(d) Force Majeure. In the event that further lawful performance of any non-monetary obligation under this Agreement, or any part hereof, by either party

shall be rendered impossible by, or as a consequence of, any law, order or act of any government or political subdivision thereof having jurisdiction over such party, or by acts of public enemies, war, strikes or other labor disturbances, fires, floods, acts of God or any causes of like or different kind beyond the control of either party, said party shall be excused from any such failure to perform to the extent such failure is attributable to such cause or causes, except that the party whose performance has been affected must take all reasonable means to remedy the force majeure occurrence as expeditiously as possible, failing which relief under this Paragraph 7(d) shall not be available to such party. In the event such force majeure occurrence continues unabated for thirty (30) days, then either party shall have the right to terminate this Agreement in accordance with the provisions of Paragraph 7(b) hereof.

(e) Survival of Terms. Upon the expiration or earlier termination of this Agreement, any provisions hereof that expressly or otherwise by their intent are intended to survive beyond such expiration or earlier termination shall survive.

(f) All data collected by the YMCA as part of this contract, including but not limited to participant lists and payment records, are the property of the City. Upon termination of the contract, those materials covering the last 12 months will be provided to the City to ensure a smooth transition.

## 8. LIABILITY AND INDEMNIFICATION

(a) YMCA Liability. YMCA shall be liable for damages which, due to YMCA's negligence or the negligence of YMCA's employees, occur (i) to the Recreation Facilities, or its fixtures, equipment and furnishings, (ii) to tools, equipment, machinery, trade fixtures, or other items provided to YMCA by the City, (iii) to property of other users of the Recreation Facilities, or (iv) to persons for injuries or death, but YMCA shall have no liability for injuries or other damages to any person caused (v) by any disrepair of the Recreation Facilities existing as of the date of this Agreement and indicated in the initial walkthrough of the premises, or arising due to the failure of the City to make Major Repairs or (vi) by any fault (known or unknown, overt or covert) in the design or construction of the Recreation Facilities.

(b) Indemnification by YMCA. YMCA shall hold harmless and indemnify the City from any and all claims for damages to property, injuries or death or other liability arising from (i) YMCA's negligence, or the negligence of YMCA's employees, (ii) claims of persons with whom YMCA contracts, or (iii) claims of unlawful discrimination by YMCA's employees or by applicants for employment with YMCA, including, but not limited to, costs, fees and expenses (including attorneys' fees and expenses) incurred by the City as a result of such claims.

(c) City Liability. The City shall be liable for all damages which YMCA shall incur for damages to property, injuries or death or other liability arising from (i)

the City's negligence or the negligence of the City's employees or (ii) the failure of the City to make Major Repairs, for which YMCA has given the City notice, including, but not limited to costs, fees and expenses (including attorneys' fees and expenses) incurred by the YMCA as a result thereof.

## 9. INSURANCE

(a) YMCA Liability Insurance. YMCA shall at all times during the term of this Agreement keep in force a policy of commercial general liability insurance, which may be through an endorsement on a blanket liability insurance policy. YMCA's insurance shall name the City as an additional insured against any and all damages and liability on account of or arising out of injuries to or the death of persons in the Recreation Facilities or engaged in programming activities conducted by YMCA hereunder, or for property damage, arising out of or relating to YMCA's use of the Recreation Facilities or the Parks Facilities, in the minimum amount of One Million Dollars (\$1,000,000) combined single limit on an occurrence basis (such additional insured's coverage under YMCA's commercial general liability policy to be primary). Said policy shall be issued by an insurer licensed to do business within the state of Ohio which is rated at least A- and VIII in Best's Insurance Reports, or equivalent. In addition to the foregoing, Tenant shall maintain Five Million Dollars (\$5,000,000.00) "umbrella" coverage applicable to the Recreation Facilities and the Parks Facilities. The minimum limits hereinbefore set forth may, at the City's option, be increased by such amounts during the term hereof as the City shall reasonably determine, based upon the periodic analysis of such coverage by an independent insurance consultant. Tenant shall deliver to the City certificates of insurance or duplicate originals of each such policy, naming the City as an additional named insured.

(b) City Property Insurance. Throughout the term hereof, the City shall, at the City's sole cost and expense, provide and maintain or cause to be provided and maintained a property insurance policy insuring all Recreation Facilities from all the hazards and perils normally covered by the Causes of Loss-Special Form. The foregoing property coverage shall be provided in amounts sufficient to provide one hundred percent (100%) of the full replacement cost of all such improvements.

(c) City Liability Insurance. The City shall at all times during the Term of this Agreement, maintain a policy of commercial general liability insurance, which may be through an endorsement on a blanket liability insurance policy. The city's insurance shall name YMCA as an additional insured against any and all damages and liability on account of or arising out of injuries to or the death of persons or for property damage, occurring upon, in or about the Recreation Facilities or the Park Facilities, arising due to the sole act or neglect of the city

or its employees, in the minimum amount of \$1,000,000 (\$1,000,000) combined single limit on an occurrence basis. Said policy shall be issued by an insurer licensed to do business in the state of Ohio which is rated at least A and VIII in Best's Insurance Reports or equivalent. In addition, to the foregoing, the city shall maintain Ten Million Dollars (\$10,000,000) "umbrella" coverage applicable to the Recreation Facilities and Park Facilities. The city shall deliver to YMCA certificates of insurance or duplicate originals of each such policy, naming YMCA as an additional insured to protect the YMCA from the city's sole negligence and not for negligent acts that are solely caused by the YMCA.

(d) Policy Requirements. The policies described in this Paragraph 9 shall: (i) comply with the requirements hereof in form and content; (ii) contain an express waiver of any right of subrogation by the insurance company against the City and YMCA and their respective agents and employees (and any certificate of insurance shall so state); (iii) contain a provision that such policies shall not be canceled and that it shall continue in full force and effect unless at least thirty (30) days prior written notice has been given to the City and YMCA of such cancellation or termination; (iv) not be materially changed without prior notice to the City and YMCA; and (v) be issued by a company with a rating of at least A-, as listed by A.M. Best. If for any reason the Causes of Loss-Special Form is not customarily used in the insurance industry, then the property insurance policy then in effect shall at least provide coverage for the following perils: fire, lightning, windstorm and hail, explosion, smoke, aircraft and vehicles, riot and civil commotion, vandalism and malicious mischief, sprinkler leakage, sinkhole and collapse, and increased costs of construction and demolition due to law, ordinance and inflation.

(e) Worker's Compensation Insurance. Worker's compensation insurance in compliance with State of Ohio Worker's Compensation laws shall be maintained by YMCA, at YMCA's sole cost and expense.

(f) Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to property in or on the Recreation Facilities to the extent covered by or required to be covered by the insurance of the parties under this Agreement. The City and YMCA shall each have their insurance policies issued in such form as to waive any right of subrogation which might otherwise exist.

## 10. INTERPRETATIVE PROVISIONS

(a) Binding Agreement. At all times, this Agreement shall inure to the benefit of and constitute a binding obligation of the City, the YMCA, and their respective successors.

(b) Entire Understanding. This Agreement sets forth the entire understanding between the parties concerning the subject matter of this

Agreement, and incorporates all prior and contemporaneous negotiations and understandings.

(c) Independent Parties. This Agreement does not constitute, nor shall it be construed as constituting, a partnership, joint venture or similar business relationship between the City and YMCA. Neither party shall have the right to make representations on behalf of the other party or to obligate or bind the other party in any manner whatsoever, except as may be expressly provided in this Agreement.

(d) No Waiver. No waiver by either party of any default by the other party of any term or provision contained herein shall be deemed to be a waiver of such term or provision unless the waiver is in writing signed by the party to be charged, and no such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.

(e) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained in this Agreement. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(f) Headings. The captions and headings in this Agreement shall be solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

(g) Governing Law. This Agreement shall be governed and construed by the provisions hereof and in accordance with the laws of the State of Ohio applicable to agreements to be performed in the State of Ohio.

(h) Counterparts. This Agreement may be executed in counterparts, each of which when executed by the parties shall be deemed an original and all of which together shall be deemed the same Agreement.

(i) Modifications. This Agreement may not be changed or terminated orally and may not be assigned by YMCA without the prior written consent of the City.

(j) Specific Performance. In addition to all other rights and remedies provided at law or in equity, each of the parties shall have the right to specific performance of the terms of this Agreement in the event of breach of this Agreement by the other party.

(k) Cooperation. The parties hereto shall cooperate in good faith with each other in the provision of the Management Services during the term of this Agreement.

(l) Notices. Any payment, consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement shall be deemed to have been properly given when delivered in person or sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed:

If to YMCA, to:

The Young Men's Christian Association of Central Ohio  
Attention: Mr. Steve Ives  
40 West Long Street  
Columbus, Ohio 43215

If to the City, to:

City of Delaware  
1 South Sandusky Street,  
Delaware, Ohio 43015  
Attn: City Manager

Either party may change its address for notices by notice in the manner set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and to be effective as of the day and year first above written.

City of Delaware, Ohio, an Ohio political  
subdivision

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

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

The YMCA of Central Ohio, an Ohio not for  
profit corporation

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

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

Approved As To Form:

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Darren M. Shulman, City Attorney

<b>EXHIBIT A</b>	
<b>Program/Special Event</b>	<b>Registration Fee</b>
Harmony In The Park	Free
Halloween Party	Free
Easter Egg Hunt	Free
Calls From The North Pole	Free
Healthy Kids Day	Free
Safety Town	\$35
Dave Staley Triathlon	Adult-\$35 Youth-\$25
Pumpkin Run/Walk	5K Run/Walk-\$30 1 Mile Walk-\$20 Kids Sprint-\$5
Daddy-Daughter Dance	\$25/\$10 each additional daughter
Mother-Son Super Hero Party	\$25/\$10 each additional son
Safety Town	\$35
Doggie Dive-In	\$5 pre-registered \$10 day of registration
Youth Fire Camp	\$40
Youth Police Camp	\$40
T-Ball and Coach Pitch	\$40
Mustang League Baseball	\$40
Little League Baseball	\$45
U-10 Softball	\$40
U-12 Softball	\$45
Youth Basketball	\$45
Youth Flag Football	\$34
Youth Soccer	\$40
Youth Golf Lessons (Six Lessons)	\$26
Adult Golf Lessons (Six Lessons)	\$75
Youth Tennis Lessons	\$55
Adult Tennis Lessons	\$80
Stage A, B, 1, 2 & 3 Swimming Lessons	\$40
Stage 4, 5, 6, & Speciality Classes	\$50
Morning Swim Rates	Free with Pool Pass \$3 Daily or \$25 for Morning Swim Season Pass
DARTS Swim Pass	\$50 for Season

**EXHIBIT A**

<b>Program/Special Event</b>	<b>Registration Fee</b>
Jack Florance Pool Daily Pass	Adult-\$6, Ages 3-17-\$4
Jack Florance Pool Season Pass	Family of 2-\$125 Family of 3-\$145 Family of 4-\$165 Family of 5-\$185 Each Additional Person-\$10/per person Youth-\$105 Adult-\$110 Senior (62+)-\$60
Adult Softball	\$375-Summer Season \$275-Fall Season
Adult Soccer	\$50-Individual \$250-Team

**EXHIBIT B**

Jack Florance Pool Rental	1-149 people-\$250/hr 150 + people-\$300/hr
Ball Fields at Smith or Mingo Parks	\$25 for first game, \$5 each additional game. \$100 deposit returned if field is undamaged and clean. \$20/hr for lights
Hilborn and Bixby Rooms	\$20/hr Hilborn Kitchen-Additional \$25/hr Set Up/Tear Down-\$40/per room
Outdoor Picnic Shelter/Gazebo Rentals Weekday (Mon-Thurs)	Single Block- \$20 All Day-\$40
Weekend (Fri-Sat-Sun)	Single Block-\$50 All Day-\$100
Mingo 3 Season/Veterans Spray & Play Shelters Weekday (Mon-Thurs)	Single Block-\$40 All Day-\$80
Weekend (Fri-Sat-Sun)	Single Block-\$70 All Day-\$130



## FACT SHEET

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AGENDA ITEM NO: 13

DATE: 02/12/2018

ORDINANCE NO: 18-06

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING:

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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 PERFORMANCE BASED ECONOMIC INCENTIVE GRANT AGREEMENT WITH CAMS, INC. FOR ELECTRICAL UPGRADES TO A BUILDING AT 105 INNOVATION COURT, AND DECLARING AN EMERGENCY.

**BACKGROUND:**

We are requesting City Council's approval for the City Manager to enter into an Economic Incentive Grant Agreement with CAMS, INC. for an investment of approximately \$20,000 in electrical upgrades to 105 Innovation Court (Symmetry II).

Jeff Trevorrow, President of CAMS, INC. has submitted application for a Performance Based Economic Incentive Grant Agreement.

CAMS, Inc. was founded in 1992 as a Midwest based, CAD/CAM software supplier. CAD/CAM sales, training and support are at the core of CAMS businesses, however, their goals have expanded to providing additional world-class manufacturing solutions aimed at helping US manufacturers compete. They not only provide sales and training, but now offer custom post processors and contract programming. In the Symmetry II facility they also hope to do some low volume manufacturing.

Mr. Trevorrow's company has outgrown their current Powell facility and he conducted a regional site search to find a facility that would allow his company to grow. The proposed incentive is necessary to bring the Symmetry II move-in

costs in-line with a facility that he was exploring on the northeast side of Columbus.

**REASON WHY LEGISLATION IS NEEDED:**

Our success in attracting CAMS, INC. would allow the City to obtain an additional 8 full-time equivalent (FTE) jobs with a \$500,000 payroll in a three-year time period (Year 1 - \$375,000; Year 2 - \$425,000; Year 3 - \$500,000). In 1.4 years, the City would generate enough in income taxes to offset the grant. In 3 years, the company would generate \$24,050 in income tax allowing for an 140.5% return on investment ((income tax – grant amount)/(grant amount)) in three years for a \$10,000 grant. As a manufacturing technology provider, the company falls within the primary target industries for the 2014 economic development plan. Additionally, this is considered to be a foreign direct investment project for Delaware.

Based on CAM’s job and payroll creation commitments outlined above, we are proposing the following incentives.

Summary of Incentives:

- Performance Based Economic Incentive Grant – Based on the creation of 8 FTEs with \$500,000 in new annual payroll, the City of Delaware will pay up to \$10,000 towards needed electrical upgrades at 105 Innovation Court. The funds can either be directly payable to the vendors doing the upgrades after the City is invoiced, or to CAMS, INC. as a reimbursement after CAMS invoices the city for the funds and provides copies of receipts totaling \$10,000 or greater. If this legislation passes, we will return on Feb. 26 to request a supplemental for the \$10,000 if necessary.

All incentives contain claw back or incentive modification clauses if the company fails to meet its job and payroll commitment and term requirements.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

\$10,000 from Development Fund

**POLICY CHANGES:**

**PRESENTER(S):**

Sean Hughes, Economic Development Director

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

CAMS, INC. Incentives Application  
CAMS, INC. Economic Incentive Grant Agreement  
Map of CAMS, INC. project location

ORDINANCE NO. 18-06

AN ORDINANCE APPROVING A PERFORMANCE BASED ECONOMIC INCENTIVE GRANT AGREEMENT WITH CAMS, INC. FOR ELECTRICAL UPGRADES TO A BUILDING AT 105 INNOVATION COURT, AND DECLARING AN EMERGENCY.

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 Performance Based Economic Incentive Grant Agreement by and between the City of Delaware and CAMS, INC. meets all state laws in regards to grants and economic development incentives, and the same is hereby approved.

SECTION 2. That the City Council of the City of Delaware hereby authorizes the execution of said Performance Based Economic Incentive Grant Agreement for this project.

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 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 4. 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 economic development incentives for this project, 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: CAMS, Inc.

Contact Person: Jeff Trevorrow

Address: 495 Village Park Dr.

Telephone Number: 614.410.2300

b. Project site: Symmetry II  
Contact Person: John Lewis

Address: 105 Innovation Ct.

Telephone Number: 740.815.0454

Date: 1/15/18

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

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

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).  
Corporation

3. Name of principal owner(s) or officers of the business. Jeff Trevorrow

4. a. State the enterprise's current employment level at the proposed project site: 0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes

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: 495 Village Park Dr., Powell, OH 43065

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): 6

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: 6

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?  
No

b. Any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State? 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?  
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: CAMs will occupy a portion of 105 Innovation Ct. In order to occupy the building electrical upgrades are necessary to operate the company's machinery.

7. Project will begin March 1,2018 and be completed April 30 ,2018 provided an incentive 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): 8

b. State the time frame of this projected hiring: 3 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): 2018 – 6 (moved from Powell); 2019 – 7 (1 additional); 2020 – 8 (2 additional); 2021 – 8 (2 additional); 2022 – 8 (2 additional)

9. a. Estimate the amount of annual payroll such new employees will add \$500,000 FTE (new annual payroll must be itemized by full- and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$0

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

- A. Acquisition of Buildings: \$
- B. Additions/New Construction: \$
- C. Improvements to existing buildings: \$18,000
- D. Machinery & Equipment: \$
- E. Furniture & Fixtures: \$
- F. Inventory: \$

Total New Project Investment: \$

11. a. Business requests the following incentives: \$10,000 performance based economic incentive grant to assist with \$18,000 of electrical upgrades

b. Business's reasons for requesting incentives (be quantitatively specific as possible): Building they are negotiating at Busch Blvd. in Columbus does not require electrical upgrades, so this would make the two buildings comparable.

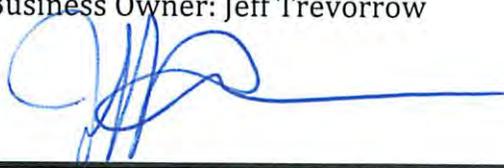
Submission of this application expressly authorizes (name of local jurisdiction) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item# 5 and to review applicable confidential records. As part of this application, the property owner 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 Business Owner: Jeff Trevorrow

Date 1/30/18

Signature



Typed Title: 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

PERFORMANCE BASED ECONOMIC INCENTIVE GRANT AGREEMENT  
CITY OF DELAWARE AND CAMS, INC.

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 CAMS, INC., 495 Village Park Dr., Powell, OH 43065, WITNESSETH;

WHEREAS, CAMS, INC. desires to lease and upgrade the electrical utilities to a building at 105 Innovation Court, Delaware, OH where it will locate its U.S. headquarters and manufacturing operations; and

WHEREAS, the City of Delaware seeks to attract CAMS, INC. in the City; and

WHEREAS, CAMS, INC. requires the installation of upgraded electrical service to the building at 105 Innovation Ct. for its proposed operations; and

WHEREAS, the City of Delaware seeks to leverage the CAMS, INC. project to update a valuable industrial building for the continued future use of the building by desired core industries; and

WHEREAS, the parties recognize that the income tax generated by the new CAMS, INC. full-time equivalent employees required to be hired per this Agreement or any additional future employees hired beyond the commitments of this Agreement will pay for the City's contribution to the cost of facilitating the installation of electrical upgrades to 105 Innovation Ct. for the CAMS, INC. project (the "Project"); and

WHEREAS, based on new payroll commitments established by this Agreement, the income tax generated is estimated to pay for the City's contribution to the installation of electrical upgrades within 1.4 years, or less;

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. The City of Delaware agrees to assist CAMS, INC. with the installation of electrical upgrades to 105 Innovation Ct. (the "Project Site") with a contribution of an Performance Based Economic Incentive Grant of up to and not to exceed \$10,000 as either a direct payment to the vendors/contractors that have completed the work

upon the City receiving invoices or as a reimbursement to CAMS, INC. after they invoice the City and provide receipts for applicable work totaling \$10,000 or greater. The total cost of electrical upgrades to the building is estimated to be \$20,000.

2. CAMS, INC. shall lease a portion of the building at 105 Innovation Ct. to locate its U.S. headquarters and manufacturing operations.
3. CAMS, INC. shall create the equivalent of 8 new full-time equivalent (FTE) jobs at the Delaware facility. The job creation period begins April 1, 2018 and all jobs will be in place by April 30, 2021 with the following hiring timetable:
  - a. 2018 – 6 FTEs
  - b. 2019 – 7 FTEs
  - c. 2020 – 8 FTEs

This increase in the number of new employees shall result in at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000) in total annual payroll (\$500,000 NEW FULL TIME PERMANENT) generated at the PROJECT Site by April 30, 2021 under the following timetable:

- a. 2018 - \$375,000
  - b. 2019 - \$425,000
  - c. 2020 - \$500,000
4. Based on new job and payroll creation levels, the City of Delaware estimates an annual new employee income tax revenue amount of \$9,250 (\$500,000 payroll times the current income tax rate of 1.85%) for the PROJECT by year 3. If, during any year of this Agreement, the level of new payroll yields an annual new employee income tax revenue amount which does not reach or falls below the estimate established by this Agreement, CAMS, INC. 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.
5. CAMS, INC. shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with this Agreement.
6. If CAMS, INC. is unable to employ a minimum of 8 new FTEs for the THREE (3) year period established in paragraph 3 of this Agreement, CAMS, INC. agrees to remain in the City of Delaware until the income tax generated by any new FTEs totals the amount contributed by the City towards the installation of fiber optics and electrical upgrades to

the Project Site. This determination will be based on income tax records kept by the City. In addition, CAMS, INC. agrees to abide by any penalties or agreement modifications recommended by the Tax Incentive Review Council for any incentive agreements for this Project.

7. If CAMS, INC. relocates outside of the City before the THREE (3) year repayment period stated in paragraph 3 of this Agreement, or stops generating income tax revenue equal to the cost borne by the City to assist with the installation of electrical upgrades to the Project Site, whichever is earlier, CAMS, INC. agrees to pay the difference to the City within ninety (90) days of relocation in addition to abiding by any claw-back provisions of any other incentive agreements for this Project. CAMS, INC. must notify the City upon a situation where it may not be able to fulfill the requirements of this incentive as early as possible, so that the City Manager and Economic Development Director can meet with the company to discuss and perhaps modify terms of the Agreement, if necessary.
8. CAMS, INC. hereby certifies that at the time this Agreement is executed, CAMS, INC. 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 CAMS, INC. is liable under Chapters 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, CAMS, INC. 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 CAMS, INC. 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.
9. CAMS, INC. 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.
10. CAMS, INC. 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 CAMS, INC. as a condition for the agreement to take effect. This Agreement takes effect upon such approval (O.R.C. § 3735.671(C)(10)).

11. The City of Delaware has developed a policy to ensure recipients of incentives in its Community Reinvestment Area to practice non-discriminating hiring in its operations. By executing this Agreement, CAMS, INC. 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.

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

All terms of the Contract are severable, and in the event any of them shall be held invalid by any court of competent jurisdiction, such invalidity shall not affect the remainder of the Contract and the Contract shall be construed as if such invalid terms were not contained herein. The laws of the state of Ohio and the City of Delaware shall govern the interpretation and enforcement of this Agreement.

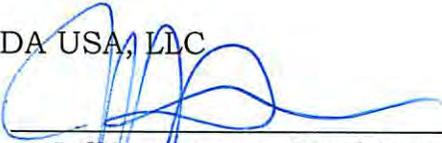
13. CAMS, INC. hereby represents that it has full authority to act, negotiate, and execute this Agreement.

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 1<sup>st</sup> day of \_\_\_\_\_ 2018, and CAMS, INC. has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF DELAWARE

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

ONDA USA, LLC

By:   
Jeff Treyorrow, President  
CAMS, INC.

Approved as to form:

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

PERFORMANCE BASED ECONOMIC INCENTIVE GRANT AGREEMENT  
CITY OF DELAWARE AND CAMS, INC.

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WHEREAS, the City of Delaware seeks to leverage the CAMS, INC. project to update a valuable industrial building for the continued future use of the building by desired core industries; and

WHEREAS, the parties recognize that the income tax generated by the new CAMS, INC. full-time equivalent employees required to be hired per this Agreement or any additional future employees hired beyond the commitments of this Agreement will pay for the City's contribution to the cost of facilitating the installation of electrical upgrades to 105 Innovation Ct. for the CAMS, INC. project (the "Project"); and

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receiving invoices or as a reimbursement to CAMS, INC. after they invoice the City and provide receipts for applicable work totaling \$10,000 or greater. The total cost of electrical upgrades to the building is estimated to be \$20,000.

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4. Based on new job and payroll creation levels, the City of Delaware estimates an annual new employee income tax revenue amount of \$9,250 (\$500,000 payroll times the current income tax rate of 1.85%) for the PROJECT by year 3. If, during any year of this Agreement, the level of new payroll yields an annual new employee income tax revenue amount which does not reach or falls below the estimate established by this Agreement, CAMS, INC. 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.
5. CAMS, INC. shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with this Agreement.
6. If CAMS, INC. is unable to employ a minimum of 8 new FTEs for the THREE (3) year period established in paragraph 3 of this Agreement, CAMS, INC. agrees to remain in the City of Delaware until the income tax generated by any new FTEs totals the amount contributed by the City towards the installation of fiber optics and electrical upgrades to the Project Site. This determination will be based on income tax records

kept by the City. In addition, CAMS, INC. agrees to abide by any penalties or agreement modifications recommended by the Tax Incentive Review Council for any incentive agreements for this Project.

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10. CAMS, INC. 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 CAMS, INC. as a condition for the agreement to take

effect. This Agreement takes effect upon such approval (O.R.C. § 3735.671(C)(10)).

11. The City of Delaware has developed a policy to ensure recipients of incentives in its Community Reinvestment Area to practice non-discriminating hiring in its operations. By executing this Agreement, CAMS, INC. 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.
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13. CAMS, INC. hereby represents that it has 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 1<sup>st</sup> day of \_\_\_\_\_ 2018, and CAMS, INC. has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF DELAWARE

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

CAMS, INC.

By: \_\_\_\_\_  
Jeff Trevorrow, President  
CAMS, INC.

Approved as to form:

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

Darren Shulman, Delaware City Attorney



### CAMS Project Site - 105 Innovation Ct.

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





## FACT SHEET

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AGENDA ITEM NO: 14

DATE: 02/12/2018

ORDINANCE NO: 18-07

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 AND SCHOOL COMPENSATION AGREEMENT WITH MIDWEST ACOUST-A-FIBER AND METAL STARS II, LLC, DELAWARE CITY SCHOOLS AND DELAWARE AREA CAREER CENTER FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON THEIR BUILDING AND PARCEL AT 759 PITTSBURGH 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 and School Compensation Agreement with Midwest Acoust-A-Fiber and landlord METAL STARS II, LLC, Delaware City Schools and Delaware Area Career Center for an \$8,356,319 investment in a 20,000 sq. ft. expansion, machinery and equipment at their 759 Pittsburgh Dr. facility.

Patrick Bye, Operations Director for Midwest Acoust-A-Fiber has submitted application for a 100%/10 year Community Reinvestment Area Tax Abatement.

Immediately after occupying their previous 40,000 sq. ft. building expansion in early 2017, the company acquired new customers which is requiring even more space.

### **REASON WHY LEGISLATION IS NEEDED:**

Our success in retaining Midwest Acoust-A-Fiber would allow us to retain their existing 162 employees from the 2016 expansion with a total payroll of \$5,860,000 and the

additional 14 FTEs they committed to hiring as part of their 2016 expansion with an additional payroll of \$420,000. Losing these jobs would be a loss of \$116,180 in income tax to the city per year. A successful project also would allow Midwest Acoust-A-Fiber to commit to hiring a minimum of 9 new FTEs with a payroll of \$324,000 within 3 years in the City of Delaware (10 in 4 years with a payroll of \$360,000) for their expanded facility.

The City of Delaware Tax Incentive Negotiating Committee (TINC) met on January 9, 2018 with Midwest Acoust-A-Fiber officials. The TINC investigated the tax incentive/abatement application and found Midwest Acoust-A-Fiber qualified by financial responsibility and business experience to able to retain and create employment opportunities. The TINC (City, County, City School and Delaware Area Career Center representatives) recommends that City Council authorize these agreements. The TINC considers this a high return on investment ( $31.21\%$  to the City (total income tax for 15 yrs – value of abated taxes)/(value of abated taxes)) and  $30\%$  to the Schools ( $30\%$  of what they would have received without the abatement)), advanced manufacturing, high priority project that is indicative of the target industries in the City's 2014 economic development plan.

Based on Midwest Acoust-A-Fiber's commitments of retention of 14 FTEs from the 2016 expansion with a payroll of \$420,000 and the creation of 9 new full-time jobs within 3 years of the completion of your project and the creation of an additional \$324,000 in taxable payroll, we are proposing the following incentives.

#### Summary of Incentives:

- Community Reinvestment Area (CRA) Tax Abatement  
100% tax abatement on property improvements  
10 year term  
Value of Abatement is estimated at net \$ 165,629.29 (11.7% of their total investment with this project)
- School Compensation Agreement between the companies, the City of Delaware, Delaware City Schools and Delaware Area Career Center for \$5,475.37 per year for 10 years for a total of \$54,753.70 to be paid by Midwest Acoust-A-Fiber (30% of value of the schools' portion of abated taxes).

All incentives contain claw back or incentive modification clauses if the company fails to meet its job and payroll commitment and term requirements.

#### **COMMITTEE RECOMMENDATION:**

Tax Incentive Negotiation Committee Recommends Approval

#### **FISCAL IMPACT(S):**

#### **POLICY CHANGES:**

**PRESENTER(S):**

Sean Hughes, Economic Development Director

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

CRA School Notification Letters

Midwest Acoust-A-Fiber Incentives Application

CRA Agreement

School Compensation Agreement

ORDINANCE NO. 18-07

AN ORDINANCE APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT AND SCHOOL COMPENSATION AGREEMENT WITH MIDWEST ACOUST-A-FIBER AND METAL STARS II, LLC, DELAWARE CITY SCHOOLS AND DELAWARE AREA CAREER CENTER FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON THEIR BUILDING AND PARCEL AT 759 PITTSBURGH 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

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, Midwest Acoust-A-Fiber and METAL STARS II, 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. The School Compensation Agreement by and between the City of Delaware, Delaware City School District, Delaware Area Career Center, Midwest Acoust-A-Fiber and METAL STARS II, LLC meets all of the school compensation guidelines established by the State of Ohio and the City of Delaware, and the same is hereby approved.

SECTION 3. The Economic Incentive Grant Agreement by and between the City of Delaware and Engineered Materials Systems meets all state laws in regards to grants and economic development incentives, and the same is hereby approved.

SECTION 4. 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 and School Compensation 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 6. 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 economic development incentives for this project, 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

COMMUNITY REINVESTMENT AREA AGREEMENT  
CITY OF DELAWARE and **METAL STARS II, LLC AND  
MIDWEST ACOUST-A-FIBER**

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 **METAL STARS II, LLC, 2201 N. Willenborg St., Ste. #2, Effingham, IL, 62401** and **Midwest Acoust-A-Fiber, 759 Pittsburgh Dr., Delaware, OH 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, **Midwest Acoust-A-Fiber** desires to expand its operations at its current leased facility at 759 Pittsburgh Dr. from owner **METAL STARS II, LLC** and **METAL STARS II, LLC** will construct a 20,000 sq. ft. 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, **METAL STARS II, LLC** is the owner of the current building and developer and owner of the 20,000 sq. ft. expansion and **Midwest Acoust-A-Fiber** is the job creator tenant of **METAL STARS II, LLC** at 759 Pittsburgh Dr.; 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 **METAL STARS II, LLC** and **Midwest Acoust-A-Fiber** with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, **Midwest Acoust-A-Fiber**, has submitted a proposed agreement application (herein attached as Exhibit A and incorporated herein by reference) to the City of Delaware (hereinafter referred to as "APPLICATION"); and

WHEREAS, **Midwest Acoust-A-Fiber** 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 **Midwest Acoust-A-Fiber**, and has recommended the same to the Council of the City of Delaware on the basis that **Midwest Acoust-A-Fiber**, 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 **Midwest Acoust-A-Fiber** and **METAL STARS II, LLC**, is located in the Delaware City School District and the Delaware Area Career Center (per the attached resolutions authorizing the superintendents to act on behalf of the board) has 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. **METAL STARS II, LLC** shall construct a new 20,000 sq. ft. addition onto the existing 124,146 sq. ft. facility at 759 Pittsburgh Dr. and combine their Delaware City operations at the new facility.

The PROJECT will begin March 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. **Midwest Acoust-A-Fiber** shall **create** the equivalent of **9** new **full-time equivalent (FTE)** jobs at the Delaware facility. The job creation period begins

**December 31, 2018** and all jobs will be in place by **December 31, 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 THREE HUNDRED AND TWENTY-FOUR THOUSAND DOLLARS (\$324,000) in total new annual payroll (\$324,000 NEW FULL TIME PERMANENT PAYROLL) generated at the PROJECT site.

3. The incentives application listed **Midwest Acoust-A-Fiber's** current employment as 176 with 14 of those FTEs being committed as new hires as part of the company's 2016 expansion. As part of that expansion, **Midwest Acoust-A-Fiber** also had committed to retaining their current (at the time) 162 FTEs. Therefore, as part of this project, **Midwest Acoust-A-Fiber** shall **retain the 14 full-time equivalent (FTE)** employees in they hired as part of the 2016 expansion in addition to the new 9 full-time equivalent (FTE) employees (for a total of 185 FTEs) at **METAL STARS II, LLC's** Delaware facility until the expiration of this CRA agreement, December 31, 2028, with a **minimum existing payroll of \$420,000 from the 2016 expansion** in addition to the **newly created \$324,000 payroll from the new FTEs** (for a **total of \$6,604,000 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 \$5,994 (\$324,000 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, **Midwest Acoust-A-Fiber AND/OR METAL STARS II, LLC**, agree 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 **Midwest Acoust-A-Fiber and METAL STARS II, LLC** substantially comply with the terms of this section 4 of this agreement, the company shall incur no income tax reimbursement penalty.

5. The incentives detailed in this agreement are based on the arrangement between Midwest Acoust-A-Fiber and METAL STARS II, LLC creating the jobs and payroll detailed above. If Midwest Acoust-A-Fiber terminates its lease or otherwise vacates the building during the term of the abatement, METAL STARS II, LLC may meet the FTE and payroll requirement by leasing the building to a replacement company, as long as the replacement is in place within eleven months of Midwest Acoust-A-Fiber vacating the building.

6. **Midwest Acoust-A-Fiber OR METAL STARS II, 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).

**ADDITIONAL REQUIREMENTS:**

a. **Midwest Acoust-A-Fiber OR METAL STARS II, LLC** shall make the following payments totaling \$5,475.37 to **Delaware City School District** (\$5,252.58) and **Delaware Area Career Center** (\$222.79) to benefit the districts' educational initiatives. These payments shall be subject to the terms and conditions of a separate School Compensation Agreement between Midwest Acoust-A-Fiber, METAL STARS II, LLC, Delaware City Schools, Delaware Area Career Center and the City of Delaware. Per this agreement, **Midwest Acoust-A-Fiber OR METAL STARS II, LLC** will make these payments directly to the school districts upon receipt of invoices from Delaware City Schools and Delaware Area Career Center for the amounts established in the School Compensation Agreement at the following times.

<u>School Compensation Payment #</u>	<u>Payment Due Date</u>	<u>Total Amount</u>
Payment #1	9/30/20	\$5,475.37
Payment #2	9/30/21	\$5,475.37
Payment #3	9/30/22	\$5,475.37
Payment #4	9/30/23	\$5,475.37
Payment #5	9/30/24	\$5,475.37
Payment #6	9/30/25	\$5,475.37
Payment #7	9/30/26	\$5,475.37
Payment #8	9/30/27	\$5,475.37
Payment #9	9/30/28	\$5,475.37
Payment #10	9/30/29	\$5,475.37

**If Ohio tax law changes result in no net tax incentive benefits (tax incentives offered through this agreement minus the school compensation payment is negative), Midwest Acoust-A-Fiber OR METAL STARS II, LLC may request that the City of Delaware Tax Incentive Review Council modify or terminate this agreement.**

7. City of Delaware hereby grants **METAL STARS II, LLC and tenant Midwest Acoust-A-Fiber** 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 ten (10) years in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%

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, 2028. 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. **Midwest Acoust-A-Fiber AND/OR METAL STARS II, LLC** must file the appropriate tax forms (DTE 23) with the County Auditor to effect and maintain the exemptions covered in the agreement.

8. **Midwest Acoust-A-Fiber OR METAL STARS II, 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.

9. 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 **Midwest Acoust-A-Fiber OR METAL STARS II, LLC** applied for,

and the Director of the Ohio Department of Development 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, **Midwest Acoust-A-Fiber OR METAL STARS II, 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. **Midwest Acoust-A-Fiber OR METAL STARS II, 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 **Midwest Acoust-A-Fiber OR METAL STARS II, 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 **Midwest Acoust-A-Fiber OR METAL STARS II, 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 **Midwest Acoust-A-Fiber OR METAL STARS II, LLC** materially fails to fulfill their 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. (a) **Midwest Acoust-A-Fiber** hereby certifies that at the time this agreement is executed, **Midwest Acoust-A-Fiber** 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 **Midwest Acoust-A-Fiber** is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, **Midwest Acoust-A-Fiber** 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 **Midwest Acoust-A-Fiber** 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.

(b) **METAL STARS II, LLC** hereby certifies that at the time this agreement is executed, **METAL STARS II, 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 **METAL STARS II, 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, **METAL STARS II, 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 **METAL STARS II, 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. (a) **Midwest Acoust-A-Fiber** 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.

(b) **METAL STARS II, 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. **Midwest Acoust-A-Fiber, METAL STARS II, 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 **Midwest Acoust-A-Fiber AND METAL STARS II, 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, **Midwest Acoust-A-Fiber AND METAL STARS II, LLC** are 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 **Midwest Acoust-A-Fiber OR METAL STARS II, 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 **Midwest Acoust-A-Fiber** is not equal to or greater than ninety percent of the number of employee positions estimated to be created or retained under this agreement, **Midwest Acoust-A-Fiber OR METAL STARS II, 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. **Midwest Acoust-A-Fiber AND METAL STARS II, 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 **Midwest Acoust-A-Fiber OR METAL STARS II, LLC** has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, **Midwest Acoust-A-Fiber OR METAL STARS II, 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)(D)(1), 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. **Midwest Acoust-A-Fiber** 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. **Midwest Acoust-A-Fiber AND METAL STARS II, 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 **Midwest Acoust-A-Fiber AND METAL STARS II, LLC** has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF DELAWARE

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

**MIDWEST ACOUST-A-FIBER**

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Midwest Acoust-A-Fiber

**METAL STARS II, LLC**, by AGRACEL, INC., Manager

By: \_\_\_\_\_  
R. Dean Bingham, President

Approved as to form:

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



**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:**Midwest Acoust-A-Fiber** Contact Person: **Judy Evans/ Pat Bye**

Address: **759 Pittsburgh Dr, Delaware, OH 53015**

Telephone Number:**74003693624**

b. Project site: Same  
Contact Person: Same

Address: Same

Telephone Number: same

Date: 11/30/17

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site. Manufacturing . **We manufacture and supply primarily automotive Industry . We supply FCA, GM, Ford, Honda, Nissan, Toyota, Subaru and others. We ship daily to US, Mexico and Canadian plants.**

b. List primary 6 digit North American Industry Classification System (NAICS) #  
Business may list other relevant SIC numbers. 3296

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

d. Form of business of enterprise (corporation, partnership, proprietorship, or other). **Corporation**

3. Name of principal owner(s) or officers of the business. **Herve Bocher , CEO**

4. a. State the enterprise's current employment level at the proposed project site: 2018,  
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b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? 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:

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

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?

5. Does the Property Owner owe:

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

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

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 X

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).

6. Project Description: **Addition of 20,000 square feet to the existing building at 759 Pittsburgh Dr. Space will be utilized for new business growth and will be both manufacturing and warehouse operations.**

7. Project will begin **Jan**, 2018 and be completed **May**, 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): **Total 10 . All Hires are planned to be full time.**

b. State the time frame of this projected hiring: **4 yrs.**

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): **10 total . 5 people= year 1 , 2 people = Year 2, 2 people =Year 3, 1 person = Year 4. All Hires are planned to be full time.**

9. a. Estimate the amount of annual payroll such new employees will add **\$ 36000 base pay plus overtime per each new employee with a new total annualized payroll of \$360,000 plus overtime and benefits for the additions.**

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: **Total Job retention at the end of the project is 190 people with a total payroll of \$ 7,300,000**

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

A. Acquisition of Buildings:	\$
B. Additions/New Construction:	\$ 1,256,319
C. Improvements to existing buildings:	\$
D. Machinery & Equipment:	\$ 7,000,000
E. Furniture & Fixtures:	\$
F. Inventory:	\$ 100,000
 Total New Project Investment:	 \$ 8,356,319

11. a. Business requests the following incentives:

**100 % for 10 years**

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

**Our company has been experiencing growth and we continue to see investing in our corporate headquarter location with new jobs in Manufacturing, Warehousing, Engineering and other professional disciplines.**

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

Signature

Typed Name and Title

\* 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

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 12/4/17

Signature



Typed Name and Title

Heath Branstetter  
CEO

\* 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

**School Compensation Agreement**  
**MIDWEST ACOUST-A-FIBER and METAL STARS II, LLC**  
**Community Reinvestment Area #141-1135-01**

This agreement between the **City of Delaware**, a municipal corporation, with its offices at 1 South Sandusky Street, Delaware, Ohio 43015; **Delaware City School District Board of Education**, a public school district, with its principal offices at 248 North Washington Street, Delaware, Ohio 43015; **Delaware Area Career Center Board of Education**, a public school district with its principal offices at 4565 Columbus Pike, Delaware, OH 43015, **Midwest Acoust-A-Fiber**, 759 Pittsburgh Drive, Delaware, OH 43015, and **METAL STARS II, LLC**, 2201 N. Willenborg St., Ste. #2, Effingham, IL 62401 specifies the manner in which and procedures to be used pursuant to Ohio Revised Code 3735 authorizing general compensation relating to the Community Reinvestment Area tax abatement for the construction of an expansion to their headquarters and manufacturing facility at 759 Pittsburgh Dr., Delaware, Ohio 43015 in Delaware’s Community Reinvestment Area #141-1135-01.

WHEREAS, the Community Reinvestment Program, pursuant to Chapter 3735 of the Ohio Revised Code authorizes cities and counties to grant real property tax exemptions on eligible new investments; and

WHEREAS, the Council of the City Council 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 Development 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, effective November 26, 2001, a Delaware City School District Board of Education resolution authorized the Superintendent to act on its behalf to negotiate, approve, and define terms and conditions on any Tax Incentive Agreement; the minutes of the October 13, 2015 Tax Incentive Negotiating Committee document the Superintendent’s approval; and

Whereas, effective April 15, 2004, a Delaware Area Career Center Board of Education resolution authorized the Superintendent to act on its behalf to negotiate, approve, and define terms and conditions on any Tax Incentive Agreement; the minutes of the January 9, 2018 Tax Incentive Negotiating Committee document the Superintendent’s approval; and

Whereas, the City of Delaware within **Ordinance Number** \_\_-\_\_ adopted on \_\_\_\_\_, 2018, has acted pursuant to ORC 3735 to grant a tax exemption

to **Midwest Acoust-A-Fiber and METAL STARS II, LLC** and entered into a formal Community Reinvestment Area abatement agreement on \_\_\_\_\_, **2018**; and

Whereas, Item 6a of the Community Reinvestment Area Agreement relating to the aforementioned project requires compensation to the Delaware City School District and Delaware Area Career Center for the sole benefit of educational initiatives.

Now therefore, in consideration of the foregoing and of the mutual promises, covenants, and agreements hereinafter set forth by the City of Delaware, Delaware City School District, Delaware Area Career Center, **Midwest Acoust-A-Fiber, and METAL STARS II, LLC**, agree as follows:

Section 1. **Midwest Acoust-A-Fiber OR METAL STARS II, LLC** shall pay FIVE THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND FIFTY-EIGHT CENTS (\$5,252.58.23) per year for ten (10) years to the Delaware City School District AND TWO HUNDRED TWENTY-TWO AND SEVENTY-NINE CENTS (\$222.79) per year for ten (10) years to the Delaware Area Career Center in accordance with the terms and conditions set forth in Item 6a of the Community Reinvestment Area Agreement for the referenced project. This payment shall be made upon receipt of invoices per the instructions set forth in Item 6a of the Community Reinvestment Area Agreement relating to the aforementioned project, and the first payment shall be due September 30, 2020 and dispersed per Section 2 of this agreement.

Section 2. The cash payment made by **Midwest Acoust-A-Fiber OR METAL STARS II, LLC** to the Delaware City School District **satisfies ORC Section 5709.82C(2) (School Compensation Agreement is mutually acceptable)** and shall be used for educational initiatives for the sole benefit of the Delaware City Schools and the Delaware Area Career Center, as follows:

a.	Delaware City School District	\$5,252.58
b.	Delaware Area Career Center	\$222.79
c.	Total	\$5,475.37

Section 3. This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes.

**Note: All parties agree that if Ohio tax reform results in no net tax incentive benefits (if the sum of tax incentives offered through the Community Reinvestment Area Agreement minus the school compensation payment is negative), Midwest Acoust-A-Fiber AND METAL STARS II, LLC may request that the City of Delaware Tax Incentive Review Council recommend agreement modification or termination. No School Compensation payment**

**is required if there is no net tax benefit to Midwest Acoust-A-Fiber and METAL STARS II, LLC**

Section 4. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind between the parties with respect to the subject matter of this agreement.

Section 5. All payments, certificates, reports, and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

R. Thomas Homan, City Manager  
City of Delaware  
1 South Sandusky Street  
Delaware, Ohio 43015

Paul A. Craft, PhD, Superintendent  
Delaware City School District  
248 N. Washington Street  
Delaware, Ohio 43015

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

\_\_\_\_\_, President  
Midwest Acoust-A-Fiber  
759 Pittsburgh Drive  
Delaware, OH 43015

\_\_\_\_\_, President  
METAL STARS II, LLC  
c/o Agracel, Inc., Manager  
R. Dean Bingham, President  
2201 N. Willenborg St., Ste. #2  
Effingham, IL 62401

Any party may change its contact or mailing address for receiving notices and reports by giving written notice of such change to the other parties.

Section 6. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

In witness whereof, the parties have caused this Agreement to be executed as of this     **day of**     **2018**.

CITY OF DELAWARE

\_\_\_\_\_  
R. Thomas Homan

DELAWARE CITY SCHOOL DISTRICT

\_\_\_\_\_  
Paul A. Craft, Superintendent

DELAWARE AREA CAREER CENTER

\_\_\_\_\_  
Mary Beth Freeman, Superintendent

MIDWEST ACOUST-A-FIBER

\_\_\_\_\_  
\_\_\_\_\_, President

METAL STARS II, LLC, by AGRACEL, INC.,  
Manager

\_\_\_\_\_  
R. Dean Bingham, President

Approved as to form:

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



January 12, 2018

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

Paul Craft  
Superintendent  
Delaware City Schools  
248 North Washington Street  
Delaware, OH 43015

RE: Agracel/Midwest Acoust-A-Fiber Community Reinvestment Area Request for Tax Incentives

Dear Superintendents Craft and Freeman:

In an attempt to retain and grow Midwest Acoust-A-Fiber in the City of Delaware, the City of Delaware's Tax Incentive Negotiation Committee, that includes the superintendents and treasurers from the impacted school districts, negotiated a 100% for 10 year CRA tax abatement for their project to be located at 759 Pittsburgh Dr. As part of their CRA abatement, Midwest Acoust-A-Fiber has agreed to an annual payment equal to 30% of what the school districts normally would have received without the abatement. The total of payments to both Delaware City Schools and Delaware Area Career Center would be \$5,475.37 /year for a total of \$54,753.70 in ten years.

All incentives are based on Midwest Acoust-A-Fiber's commitments of the creation of 9 new full-time jobs with a payroll minimum of \$324,000 within 3 years of the completion of your project, and the retention of your existing 14 full-time jobs with a minimum payroll of \$420,000 in the City of Delaware from their previous expansion. A copy of their application for tax incentives and commitment letter is attached.

Due to Midwest Acoust-A-Fiber's building being purchased by Agracel, Inc., the actual CRA agreement will be with Agracel and Midwest Acoust-A-Fiber will be listed as a job creator on the project so that both the building owner and the tenant have shared responsibility in the job creation and retention.

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 February 12, 2018, held at Delaware City Hall, 1 South Sandusky Street, Delaware, at 7:00 P.M. A second reading and public hearing should be scheduled for February 26, 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.      Midwest Acoust-A-Fiber application for tax incentives
3.      Midwest Acoust-A-Fiber incentives letter of intent

**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

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CITY HALL — 1 SOUTH SANDUSKY STREET — DELAWARE, OHIO 43015

CLICK [www.delawareohio.net](http://www.delawareohio.net)



## Midwest Acoust-A-Fiber Expansion Site

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 construed 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 1/29/2018



## FACT SHEET

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AGENDA ITEM NO: 15

DATE: 02/12/2018

ORDINANCE NO: 18-08

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: Darren Shulman, City Attorney

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE ADOPTING SECTIONS 718.80 THROUGH 718.95 OF THE OHIO REVISED CODE.

**BACKGROUND:**

HB49 allows business taxpayers the option, starting with the 2018 tax year, to file one municipal net profit tax return through the Ohio Business Gateway for processing by the Ohio Department of Taxation instead of filing with the city. Delaware joined a coalition of cities to challenge the central filing of tax returns (17 CV 010258 in Franklin County Common Pleas Court). As a result, the deadline for implementation was extended to 2/24/18 by agreed order so the parties could prepare for a preliminary injunction. While the city hopes it will prevail in its challenge, it must prepare in case the lawsuit is unsuccessful.

**REASON WHY LEGISLATION IS NEEDED:**

In the event the lawsuit is unsuccessful or the injunction is not granted, the City will have to quickly comply with the provision requiring the city adopt the Ohio Revised Code provisions as well as notifying the state of our tax rate, or risk losing its authority to collect income taxes. This ordinance is designed to comply with the adoption requirements of the bill, while preserving the city's right to challenge it in court. Having a first reading now puts the City in position to pass the legislation quickly if ultimately needed. If this happens, a more thorough

review of our tax code would be required to determine any substantive changes that must be made in addition to adopting the state code via this legislation.

**COMMITTEE RECOMMENDATION:**

**FISCAL IMPACT(S):**

The state intends to take a percentage of taxes filed through its new system, so that will result in a decrease in tax dollars going to the City. The city believes the State is also not in a good position to know whether taxes have been appropriately filed, which could impact collections.

**POLICY CHANGES:**

Allowing businesses in the city to file with the state would be a change in how tax returns are submitted and reviewed.

**PRESENTER(S):**

Darren Shulman, City Attorney

**RECOMMENDATION:**

Approval

**ATTACHMENT(S):**

None

ORDINANCE NO. 18-08

AN ORDINANCE ADOPTING SECTIONS 718.80  
THROUGH 718.95 OF THE OHIO REVISED CODE.

WHEREAS, House Bill (H.B.) 49 of the 132nd General Assembly, the State's general appropriations bill for the biennium, includes Section 803.100 purporting to require that municipalities, on or before January 31, 2018, adopt certain municipal income tax provisions that are also adopted within H.B. 49 to authorize State officials to collect and administer municipal net profits taxes; and

WHEREAS, Section 803.100 of H.B. 49 references and relies upon Section 718.04(A) of the Ohio Revised Code, which purports to make municipal income taxing authority conditional upon a municipality's adoption of code sections as dictated by the State; and

WHEREAS, although the municipal income tax provisions of H.B. 49, and Section 718.04(A) of the Ohio Revised Code, violate the Home Rule Amendment, the City nevertheless is compelled to adopt H.B. 49's municipal income tax provisions (the provisions of sections 718.80, 718.81, 718.82, 718.83, 718.84, 718.85, 718.851, 718.86, 718.87, 718.88, 718.89, 718.90, 718.91, 718.92, 718.93, 718.94, and 718.95 of the Revised Code ) by ordinance or resolution, on or before January 31, 2018, to avoid any doubt or taxpayer challenge as to its ability to impose a municipal income tax under the terms of Section 803.100 of H.B. 49 and Section 718.04(A) of the Ohio Revised Code; and

WHEREAS, the City is a party to ongoing litigation (17 CV 010258 in the Franklin County Court of Common Pleas) seeking a declaration that the H.B. 49 municipal income tax provisions, Section 718.04(A) of the Ohio Revised Code, and other provisions of Ohio law that usurp the powers of local self-government are unconstitutional, and to enjoin all actions by state officials to implement the H.B. 49 municipal income tax provisions; and

WHEREAS, by agreed order, the deadline for implementation was extended to 2/24/18 so the parties could prepare for a preliminary injunction hearing.

WHEREAS, the City, by enacting this Ordinance, does not concede the legality of H.B. 49's municipal income tax provisions, Section 718.04(A) of the Ohio Revised Code, or any other law that is subject to the suit in which the City is participating, and reserves its right to continue prosecution of that lawsuit.

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

SECTION 1. The City of Delaware adopts the provisions of sections 718.80, 718.81, 718.82, 718.83, 718.84, 718.85, 718.851, 718.86, 718.87, 718.88, 718.89, 718.90, 718.91, 718.92, 718.93, 718.94, and 718.95 of the Revised Code.

SECTION 2. That the City Council hereby expressly finds and determines that it does not concede the legality of H.B. 49's municipal income tax provisions; Section 803.100 of H.B. 49; Section 718.04(A) of the Ohio Revised Code; or any other law that is the subject of the action pending in Case Number 2017 CV 10258 in the Franklin County Court of Common Pleas, and that the City reserves its rights to continue its participation in and prosecution of said litigation, and any other litigation challenging the State's authority to dictate municipal tax collection and administration, and that adoption of this Ordinance shall not prejudice the claims of the City therein.

SECTION 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of Council, and that all deliberations of the council and/or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

SECTION 4. This ordinance shall become effective immediately upon the determination by the court that the provision requiring the City adopt the referenced sections is enforceable and no other legal action staying its enforcement is in effect, to cover the tax year beginning January 1, 2018.

SECTION 5. If the provisions in H.B. 49 are upheld, staff will review the provisions of its existing municipal tax code to determine if the adoption of the provisions in the Ohio Revised Code require changes.

SECTION 6. 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



## FACT SHEET

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AGENDA ITEM NO: 16

DATE: 02/12/2018

ORDINANCE NO: 18-09

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING:

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Dean Stelzer, Finance Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$10,265,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF VARIOUS PUBLIC INFRASTRUCTURE IMPROVEMENTS, TOGETHER WITH ALL RELATED APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

**BACKGROUND:**

This ordinance authorizes the reissuance of bond anticipation notes for the Glenn Road improvements.

**REASON WHY LEGISLATION IS NEEDED:**

The one-year notes issued last year mature on April 12, 2018. New one-year notes will be issued this year continuing the short-term financing strategy for this New Community Authority (NCA) debt.

**COMMITTEE RECOMMENDATION:**

**FISCAL IMPACT(S):**

**POLICY CHANGES:**

**PRESENTER(S):**

Dean Stelzer

**RECOMMENDATION:**

This ordinance can go to three readings prior to approval.

**ATTACHMENT(S)**

Fiscal Officer's Certificate

Memo from Finance Director

ORDINANCE NO. 18-09

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$10,265,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF VARIOUS PUBLIC INFRASTRUCTURE IMPROVEMENTS, TOGETHER WITH ALL RELATED APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 17-10 passed March 27, 2017, notes in anticipation of bonds in the aggregate amount of \$11,015,000, dated April 12, 2017 (the "*Outstanding Notes*"), were issued for the component purposes stated in Section 1, to mature on April 12, 2018; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this Council that the estimated life or period of usefulness of each component of the Improvement described in Section 1 is at least five (5) years, and (i) the estimated maximum maturity of the \$1,860,000 portion of the Bonds described in clause (a) of Section 1 is twelve (12) years, and the maximum maturity of the portion of the Notes described in Section 3, to be issued in anticipation of that portion of the Bonds, is July 28, 2025, (ii) the estimated maximum maturity of the \$3,975,000 portion of the Bonds described in clause (a) of Section 1 is thirteen (13) years, and the maximum maturity of the portion of the Notes described in Section 3, to be issued in anticipation of that portion of the Bonds, is May 11, 2026, (iii) the estimated maximum maturity of the \$3,980,000 portion of the Bonds described in clause (b) of Section 1 is sixteen (16) years, and the maximum maturity of the portion of the Notes described in Section 3, to be issued in anticipation of that portion of the Bonds, is December 22, 2029 and (iv) the estimated maximum maturity of the \$450,000 portion of the Bonds described in clause (c) of Section 1 is twenty (20) years, and the maximum maturity of the portion of the Notes described in Section 3, to be issued in anticipation of that portion of the Bonds, is April 22, 2034.

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

Section 1. It is necessary to issue bonds of this City in the maximum aggregate principal amount of \$10,265,000 (the "*Bonds*") for the purpose of paying the costs of (a) constructing Glenn Road between certain termini by

constructing, excavating, grading and paving, installing drainage, sanitary sewer laterals, street lighting, conduit, curbs and gutters, signage, traffic pavement markings, street signs, landscaping, and acquiring interests in real estate, together with all necessary appurtenances thereto, (b) improving the intersection of U.S. Route 23 and Peachblow Road by constructing, excavating, grading and paving, installing drainage, street lighting, conduit, signalization, curbs and gutters, signage, traffic pavement markings, landscaping, and acquiring interests in real estate, together with all necessary appurtenances thereto and (c) the construction, renovation and improvement of pedestrian sidewalks throughout the City, together with all necessary appurtenances thereto (collectively, the "*Improvement*").

Section 2. The Bonds shall be dated approximately April 1, 2019, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in (i) twelve (12) annual principal installments with respect to the \$1,860,000 portion of the Bonds allocated to the component purpose described in clause (a) of Section 1, (ii) thirteen (13) annual principal installments with respect to the \$3,975,000 portion of the Bonds allocated to the component purpose described in clause (a) of Section 1, (iii) sixteen (16) annual principal installments with respect to the \$3,980,000 portion of the Bonds allocated to the component purpose described in clause (b) of Section 1 and (iv) twenty (20) annual principal installments with respect to the \$450,000 portion of the Bonds allocated to the component purpose described in clause (c) of Section 1, and in each case on December 1 of each year. The portion of the Bonds issued for the component purposes described in clauses (a) and (b) of Section 1 shall mature in such amounts that the total principal and interest payments on that portion of the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The portion of the Bonds issued for the component purpose described in clause (c) of Section 1 shall mature in such amounts that the total principal and interest payments on that portion of the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2019.

Section 3. It is necessary to issue and this Council determines that notes in the maximum aggregate principal amount of \$10,265,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes and to pay any financing costs. The aggregate principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "*Certificate of Award*") as the amount which, along with other available funds of the City, is necessary to provide for the retirement of the Outstanding Notes and to pay any financing costs. The Notes shall be dated the date of issuance

and shall mature not more than one year following the date of issuance, *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "*Paying Agent*"). The Director of Finance is authorized, to the extent necessary or appropriate, to enter into an agreement with the Paying Agent in connection with the services to be provided by the Paying Agent after determining that the signing thereof will not endanger the funds or securities of the City.

Section 5. The Notes shall be signed by the City Manager and Director of Finance, in the name of the City and in their official capacities, *provided* that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City

and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“*Depository*” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Participant*” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after

determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The City Manager, the Director of Finance, the City Attorney, the City Clerk and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers,

in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure the exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. The Director of Finance is directed to promptly deliver a certified copy of this Ordinance to the County Auditor of Delaware County, Ohio.

Section 12. The Director of Finance is authorized to request a rating for the Notes from Moody’s Investors Service, Inc. or S&P Global Ratings, or both, as the Director of Finance determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised

Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the City Clerk. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The services of Rockmill Financial Consulting, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to

and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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 or any of its committees, and that all deliberations of this Council and of 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 Ohio Revised Code.

Section 17. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_  
ABSTAIN \_\_\_\_\_

EMERGENCY CLAUSE: YEAS \_\_\_\_\_ NAYS \_\_\_\_\_  
ABSTAIN \_\_\_\_\_

PASSED: \_\_\_\_\_, 2018 YEAS \_\_\_\_\_ NAYS \_\_\_\_\_  
ABSTAIN \_\_\_\_\_

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

## SUPPLEMENTAL FISCAL OFFICER'S CERTIFICATE

To the City Council of the City of Delaware, Ohio:

As fiscal officer of the City of Delaware, Ohio, and supplementing the certificates of June 13, 2005, March 27, 2006, October 26, 2009 and February 10, 2014, I certify in connection with your proposed issuance of notes in the maximum aggregate principal amount of \$10,265,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of (a) constructing Glenn Road between certain termini by constructing, excavating, grading and paving, installing drainage, sanitary sewer laterals, street lighting, conduit, curbs and gutters, signage, traffic pavement markings, street signs, landscaping, and acquiring interests in real estate, together with all necessary appurtenances thereto, (b) improving the intersection of U.S. Route 23 and Peachblow Road by constructing, excavating, grading and paving, installing drainage, street lighting, conduit, signalization, curbs and gutters, signage, traffic pavement markings, landscaping, and acquiring interests in real estate, together with all necessary appurtenances thereto and (c) the construction, renovation and improvement of pedestrian sidewalks throughout the City, together with all necessary appurtenances thereto (collectively, the "*Improvement*").

1. The estimated life or period of usefulness of each component of the Improvement is at least five (5) years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is as follows:

- The maximum maturity of the \$1,860,000 portion of the Bonds to be used for the component purpose described in clause (a) above is twenty (20) years; *provided, however*, since notes in anticipation of Bonds have been outstanding for a period beyond December 31, 2010, that period beyond December 31, 2010 shall be deducted from the maximum maturity of the Bonds and therefore, the maximum maturity of \$1,860,000 of the Bonds to be issued for the component purpose described in clause (a) is twelve (12) years.
- The maximum maturity of the \$3,975,000 portion of the Bonds to be used for the component purpose described in clause (a) above is twenty (20) years; *provided, however*, since notes in anticipation of Bonds have been outstanding for a period beyond December 31, 2011, that period beyond December 31, 2011 shall be deducted from the maximum maturity of the Bonds and therefore, the maximum maturity of \$3,975,000 of the Bonds to be issued for the component purpose described in clause (a) is thirteen (13) years.
- The maximum maturity of the \$3,980,000 portion of the Bonds to be used for the component purpose described in clause (b) above is twenty (20) years.

years; *provided, however*, since notes in anticipation of Bonds have been outstanding for a period beyond December 31, 2014, that period beyond December 31, 2014 shall be deducted from the maximum maturity of the Bonds and therefore, the maximum maturity of \$3,980,000 of the Bonds to be issued for the component purpose described in clause (b) is sixteen (16) years.

- The maximum maturity of the \$450,000 portion of the Bonds to be used for the component purpose described in clause (c) above is twenty (20) years.

If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes to be issued for the component purposes described above in (i) clause (a) is July 28, 2025 for the \$1,860,000 portion of the Notes and May 11, 2026 for the \$3,975,000 portion of the Notes, (ii) clause (b) is December 22, 2029 for the \$3,980,000 portion of the Notes and (iii) clause (c) is April 22, 2034 for the \$450,000 portion of the Notes.

Dated: February 7, 2018

  
\_\_\_\_\_  
Director of Finance  
City of Delaware, Ohio



## MEMORANDUM

**TO:** City Council  
**FROM:** Dean Stelzer, Finance Director  
**DATE:** February 7, 2018  
**RE:** Bond Anticipation Note Legislation

The February 12<sup>th</sup> Council Agenda includes an ordinance authorizing the issuance of \$10,265,000 of short term (1 year) bond anticipation notes. The new borrowing will be a re-issuance of the maturing notes issued last year. The following is a summary of the outstanding amounts:

<u>Purpose</u>	<u>2017 Issue Amount</u>	<u>2018 Pay Down</u>	<u>2018 Issue Amount</u>
Glenn Rd. South – Phase 1	\$ 2,135,000	\$ 275,000	\$ 1,860,000
Glenn Rd. South – Phase 2	4,250,000	275,000	3,975,000
Glenn Rd. South – 23 Intersection	4,180,000	200,000	3,980,000
Sidewalk Repairs	<u>450,000</u>	<u>0</u>	<u>450,000</u>
	\$11,015,000	\$ 750,000	\$10,265,000

The Glenn Rd. South debt was originally issued in 2005 to pay for constructing the new southern portion of Glenn Road. The City undertook, and paid for, construction of the road on behalf of the Delaware South New Community Authority (NCA). The NCA is reimbursing the City for the road construction cost and any carrying costs such as bond/note interest as NCA charge receipts are received. Our strategy has been to continue issuing one year notes as opposed to issuing long term bonds to finance this improvement. This strategy has enabled interest expense on the outstanding debt to the NCA to be much lower than what it would have been had bonds been issued. The strategy has also enabled the City to avoid having to cover fixed debt service payments not reimbursed by NCA receipts. The \$450,000 portion attributable to the sidewalk project continues our approach of spreading the City's sidewalk costs over several years as included in our Capital Improvement Plan. Per the Plan we will continue to allocate \$125,000 per year for sidewalks through 2021 to pay off the notes and final sidewalk costs from this year.



## FACT SHEET

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AGENDA ITEM NO: 17

DATE: 02/12/2018

ORDINANCE NO: 18-10

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: Dean Stelzer, Finance Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE SUPPLEMENTING THE 2018 APPROPRIATIONS ORDINANCE TO MAKE VARIOUS CORRECTIONS TO THE ORIGINAL ORDINANCE ADOPTED, AND DECLARING AN EMERGENCY.

**BACKGROUND:**

This ordinance amends the adopted 2018 appropriation ordinance updating the original amounts.

**REASON WHY LEGISLATION IS NEEDED:**

To update the 2018 Budget for corrections/changes that came about during the adoption process. Three changes are proposed:

1. An error in the original budget ordinance listed the Council non wage appropriation as \$222,126 instead of the correct amount \$22,126 included in the documentation to Council.
2. The 2018 appopriation for the Airport Hangar Fund was \$0 in the budget ordinance. The correct amount, as presented, was \$91,547.
3. An appropriation of \$1,800,000 was included in the Refuse Fund for the new building as it was not know whether the project would get under contract by year-end. A contract was executed in 2017 and thus the amount appropriated for 2018 needs to be reduced.

**COMMITTEE RECOMMENDATION:**

**FISCAL IMPACT(S):**

Budget changes were anticipated.

**POLICY CHANGES:**

**PRESENTER(S):**

Dean Stelzer

**RECOMMENDATION:**

This ordinance can go to three readings prior to approval.

**ATTACHMENT(S)**

ORDINANCE NO. 18-10

AN ORDINANCE SUPPLEMENTING THE 2018 APPROPRIATIONS ORDINANCE TO MAKE VARIOUS CORRECTIONS TO THE ORIGINAL ORDINANCE ADOPTED, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Delaware adopted Ordinance 17-74 on December 21, 2017 making appropriations for 2018; and

WHEREAS, corrections to the original ordinance have been identified that need to be made to more accurately reflect the city's intended 2018 appropriations; and

WHEREAS, a supplemental appropriation will be necessary to increase and decrease the authorized expenditures for 2018.

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

SECTION 1. That from and out of the balances in the various funds of the City of Delaware, and from money anticipated to be received into said funds, there are hereby appropriated the following sums for use by the various departments of the City in performance of their functions and activities during the year ending December 31, 2018:

GENERAL FUND		
City Council – Other	<del>\$ 222,126</del>	\$ 22,126
AIRPORT 2000 HANGAR FUND	<del>\$ 0</del>	\$ 91,547
REFUSE FUND		
Administration – Other	<del>\$ 2,269,445</del>	\$ 519,445

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 Ohio Revised Code.

SECTION 3. 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 for the further reason to provide for the timely review of development plans and for the continued utilization of

construction inspection services, 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



## FACT SHEET

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AGENDA ITEM NO: 18

DATE: 02/12/2018

ORDINANCE NO: 18-11

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES  
February 26, 2018 at 7:30 p.m.

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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 DEL-MOR DWELLING CORPORATION FOR APPROVAL OF A REZONING AMENDMENT TO ALLOW A PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I (PLANNED OFFICE/INSTITUTIONAL DISTRICT) FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT.

**BACKGROUND:**

See attached report and staff memo for revised proposal update.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Chapter 1130 Amendments of the Codified Ordinances.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on February 7, 2018.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 18-11

AN ORDINANCE FOR DEL-MOR DWELLING CORPORATION FOR APPROVAL OF A REZONING AMENDMENT TO ALLOW A PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I (PLANNED OFFICE/INSTITUTIONAL DISTRICT) FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT.

WHEREAS, the Planning Commission at its meeting of February 7, 2018 recommended approval of a Rezoning Amendment to allow a PMU (Planned Mixed Use Overlay District) at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development (2017-3115).

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

SECTION 1. That the Rezoning Amendment to allow a PMU (Planned Mixed Use Overlay District) at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development, is hereby confirmed, approved, and accepted with the following condition that:

1. Any new structure(s) or any change of land use shall require conformance to all provisions of the Development Text and any conditions of approval.

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: Planning Commission  
FROM: David M. Efland, AICP   
DATE: 01/31/2018  
RE: Del-Mor Dwellings Cases

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Commissioners. I wanted to offer the following update given the information you have received at your last meeting and work session, through public comment, and the applicant presentation.

1. **Proposal Update:** The applicant has revised the proposal based upon the input of citizens and questions raised by the Planning Commission during the hearing processes to date. In summary, the revised proposal would remove building 'C' (the middle building on the west side of the property) in favor of adding some green space and outside patio area for residents. The proposal would be developed in a single phase, as opposed to the originally proposed two phases, as a result. This would yield a gross density of 10.98 dwelling units per acre, a 17% reduction from the originally proposed 13.18 dwelling units per acre.
2. **Zoning History:** A specific question of the zoning history of the site came up at your work session of January 29, 2018. To that I offer the following:
  - a. The site in question was zoned from R-3 Single Family Residential District to PO/I (Planned Office / Institutional) in the year 2000 via Ordinance 00-70. Accompanying this request were requests for Conditional Use Permit and Preliminary Development Plan. Subsequently, a Final Development Plan was approved. In summary, the zone change, CUP, and development plans were in support of almost a 10,000 sq. ft. AmVets Post 102 project which included a meeting hall and facilities for its stated 200 members and employees. The standard club operating hours were to be 10AM until 11 PM Monday through Saturday and 10 AM to 8 PM Sunday.
  - b. The approved site plan included the nearly 10,000 square foot facility, approximately 53 parking spaces, and clustered the development more toward the western portion of the site but before the existing tree line.
  - c. At the time of rezoning, the Hidden Ridge Apartments were already zoned and the first phase was developed to the north as it sits today.
  - d. At the time of rezoning, the site to the south was zoned R-3 Single Family Residential District and occupied by the Salvation Army, a church, and a

- single family home along Curtis Street.
- e. At the time of rezoning the area to the west including what is Curtis Farms Subdivision today was zoned A-1 agricultural and included just a few pre-existing single family homes immediately to the west of the current project site.
  - f. According to records, Curtis Farms Subdivision was itself considered at the time an in-fill development and was rezoned from A-1 Agricultural to R-4 Medium Density Single Family Residential on June 23, 2003 amid some controversy according to records as there were lower density subdivisions located to the west (Sunnyview Farms dating to the mid to late 1990's) and slightly higher density though zoned R-3 to the north (Delaware Meadows dating to the 1970's). The higher density R-4 Zoning as opposed to R-3 Zoning was thought to be warranted, in part, to allow enough units to justify the expense and complication of connecting what is today Firestone Dr. and to provide a logical land use and density transition between the two existing subdivisions.

**Additional Information and Guidance:**

3. I would advise that the extent of determination and decision making authority in these cases goes to the reasonableness of the rezoning request and Comprehensive Plan amendment as well as, and most principally in these cases, the Conditional Use decision criteria for the Conditional Use Permit and decision criteria for the Preliminary Development Plan. These criteria are attached as a reference to use in making a decision in these cases. I would highly recommend that to the extent you make formal findings of fact or conclusions, you ground those including any discussions within these criteria on the record and cite specifics. This could include, but is not limited to, the sometimes competing goals, objectives, and strategies contained within our Comprehensive Plan and why, on balance and after a careful weighing of all factors, you might conclude either in the affirmative, the affirmative with changes and conditions, or the negative overall in each case.
4. The cases in front of you and Federal Fair Housing law, which prohibits discrimination based on color, race, religion, sex, disability, familial status, or national origin, really do not allow for an examination of the clientele that might or might not occupy the units in this development (if the cases are approved). This has been confirmed by the City Attorney. The Applicant's attorney has supplied the attached 'Joint Statement of the Department of Housing and Urban Development and the Department of Justice - State and Local Land Use Laws and Practices and the Application of the Fair Housing Act' for consideration of these factors. The first

- 6 questions would, in the judgement of Staff, likely be the most germane to the cases in question under the Del-Mor proposal.
5. The decision criteria certainly allow for our normal and customary examination of density, intensity, overall number of dwelling units, arrangement of the units, site plan, parking, unit sizes, landscaping, and the like.
  6. Staff would reiterate that the Comprehensive Plan Amendment in this case is simply to be consistent with past decisions of City Council when applying a PMU (Planned Mixed-Use) overlay district whereby in most cases making the Comprehensive Plan's future land use map reflect a designation of mixed use thereby making it consistent with the PMU Zoning. This does not necessarily have to be done in every case based upon the particular set of facts in each case and does not have to be done in this case. This case could be denied or withdrawn by the applicant removing the need to consider this amendment at this time and leaving the proposal to revolve around the possible more restrictive and controlling overlay zoning district (as proposed) than the current PO/I District and the Conditional Use Permit to allow the proposed overlay district and the proposed development plan.

### **Density Calculations**

7. A more complicated question has been discussed related to density. To that staff offers the following summary in addition to comments previously made during the hearing process.
  - a. The current PO/I zoning of the property does NOT have, per say, a specific zoning density requirement. The PO/I Zoning District is the controlling regulation related to density at this point in time. Developments in the PO/I District are governed by several factors including lot coverage, building coverage, setbacks, and Conditional Use processes and criteria should they apply to a particular proposed use.
  - b. The Delaware Zoning Code typically calls for an analysis of gross density calculated by the number of dwelling units per acre.
    - i. Under the original proposal, the applicant's density is calculated as 13.18 dwelling units per acre for 48 total units.
    - ii. Under the revised proposal, the applicant's density is calculated as 10.98 dwelling units per acre for 40 total units.
    - iii. The Hidden Ridge Apartments density is calculated as 10.14 dwelling units per acre as developed.
    - iv. Curtis Farms Subdivision's density is calculated as 3.84 dwelling units per acre as developed.
    - v. The industrially zoned land on the east side of Curtis St. across from

- the subject site has no maximum density and does not allow dwelling units.
- vi. The previously used Salvation Army property to the south of the subject site is zoned R-3 Single Family District (Future Land Use Map designation of Institutional) but could accommodate a gross density under current code of between 4.96 dwelling units per acre and 6.2 dwelling units per acre with a Planned Residential Development granted under Conditional Use Permit Requirements.
  - vii. The A-1 Agricultural zoned land used for 4 single family homes immediately to the west of the subject site and between it and Curtis Farms Subdivision has a calculated density of 0.81 Dwelling Units per acre.
  - viii. If the subject property were zoned as R-3 or R-4 Single Family District as suggested by the Comprehensive Plan's Future Land Use Map, the gross density could range depending upon exactly what use(es) might be applied for. The R-3 and R-4 Districts have single family densities as well as the provision to allow for requesting Planned Residential Developments for two-family dwellings and Cluster Single Family dwellings under Conditional Use Permit proceedings.
    1. This allows the density to potentially range from 4.96 dwelling units per acre to 7.563 dwelling units per acre.
- c. Density can be calculated in a number of ways. Another typical way is to calculate people per acre. In the proposal for this site, given the arrangement of uses, sizes of units, and overall proposal Staff finds this a relevant consideration. To that end:
- i. Under the original proposal, given the applicant's stated and anticipated occupancy rates, virtually all units will likely accommodate 1 person. This equates to approximately 14 people per acre.
  - ii. Under the revised proposal, given the applicant's stated and anticipated occupancy rates, virtually all units will likely accommodate 1 person. This equates to approximately 11 people per acre.
  - iii. The Hidden Ridge Apartments accommodates 60 dwelling units. These are 1 and 2 bedroom rental units. Under current zoning code provisions this could be a density of up to 51 people per acre. Using the latest Census estimate for household size yields 26 people per acre.

- iv. Curtis Farms Subdivision's density in this regard could range from the Zoning Code allowable maximum of 5 unrelated individuals of 20 people per acre to the Census estimated household size of 10 people per acre.
- v. The industrially zoned land on the east side of Curtis St. across from the subject site has no maximum density and does not allow dwelling units and therefore a person per acre calculation is impossible.
- vi. The previously used Salvation Army property to the south of the subject site is zoned R-3 Single Family District (Future Land Use Map designation of Institutional) but could accommodate a range of 13-25 people per acre under the Census household size and Zoning Code maximum for unrelated individuals to 16-31 people per acre if a Planned Residential Development were approved.
- vii. The A-1 Agricultural zoned land used for 4 single family homes immediately to the west of the subject site and between it and Curtis Farms Subdivision could accommodate a range of 2 people per acre under the Census estimate of household size to 4 people per acre under the Zoning Code maximum allowable for unrelated individuals.
- viii. If the subject property were zoned as R-3 or R-4 Single Family District as suggested by the Comprehensive Plan's Future Land Use Map, the gross density could range depending upon exactly what use(es) might be applied for. The R-3 and R-4 Districts have single family densities as well as the provision to allow for requesting Planned Residential Developments for two-family dwellings and Cluster Single Family dwellings under Conditional Use Permit proceedings.
  - 1. This allows the density to potentially range from 13 people per acre to 38 people per acre depending upon the approval and if the Census estimate of household size is used or the maximum Zoning Code allowable for unrelated individuals is used.

## David M. Efland

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**From:** Jim Wilson <jwilson@delmordwellings.org>  
**Sent:** Friday, February 02, 2018 10:42 AM  
**To:** David M. Efland  
**Cc:** Lance Schultz; Mike Shade  
**Subject:** Curtis Street Revision  
**Attachments:** Curtis Street Revision re - density.pdf

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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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Dave & Lance,

Please see attached proposed revision to our Curtis St. application. We are hopeful that this revision is viewed as evidence of our desire to be responsive to neighborhood concerns regarding density, and to the comments of the Planning Commission acting as citizen representatives. Del-Mor Dwellings has a long history of acting responsibly in this community in property development, property management, and collaborating with both public and private agencies in our community to help make Delaware a great place to call home for all of us. We hope to have the opportunity to continue that tradition by offering a new supportive housing resource on Curtis St. to benefit members of our community.

Thank you.

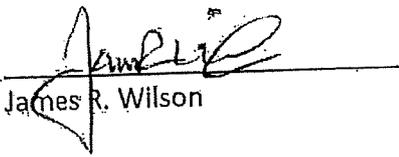
Jim Wilson, Executive Director  
Del-Mor Dwellings Corp.  
30 N. Franklin Street  
P.O. Box 1495  
Delaware, Ohio 43015  
Ph: 740-363-5562/877-295-0844  
Fax: 740-363-6736  
[jwilson@delmordwellings.org](mailto:jwilson@delmordwellings.org)

REVISION TO APPLICATION/SUBMISSION OF  
DEL MOR DWELLINGS INC.  
250 CURTIS STREET PROJECT

After receiving the input and comments from the neighbors, Applicant wishes to revise its submission based upon comments of both the neighbors and the members of the Planning Commission.

- 1) Applicant would reduce its dwelling unit request from 48 units to 40 units. This represents an approximate 17% reduction in units requested.
- 2) The middle eight (8) unit structure (Building C) at the west end of the project will be removed from the submission, thereby providing additional green space for an outside patio area for resident social gatherings as suggested by Commission members.
- 3) Applicant will revise its Application to build all forty (40) Units at one time.
- 4) Applicant's contribution for intersection improvements at Curtis Street and Firestone Drive of \$40,000.00 will remain.
- 5) If the application is recommended by Planning Commission and approved by City Council, Applicant will comply with terms and conditions recommended by Staff and/or Planning Commission as approved by City Council.

For: Del-Mor Dwellings

By:   
James R. Wilson

Date: 2/2/2018





## DEVELOPMENT REVIEW CRITERIA AND CONDITION USE PERMIT CRITERIA

### SECTION 1129.09 REVIEW CRITERIA.

- (a) Development Plan Review Criteria. In reviewing a development plan, the Planning Commission shall consider the location of buildings, parking areas and other features with respect to the topography of the lot and existing natural features such as streams and large trees; the efficiency, adequacy and safety of the proposed layout of internal streets and driveways; the location of the green areas provided, considering the possible effects of irregularly shaped lots; the adequacy of the location, landscaping and screening of the parking lots; and such other matters as the Commission may find to have a material bearing upon the stated standards and objectives of the various district regulations. In approving a development plan, the Planning Commission shall determine that the development plan complies with the following criteria:
- (1) The proposed plan is consistent with any plan or policy statement for the orderly development of the City.
  - (2) The appropriate use and value of property within and adjacent to the area will be safeguarded.
  - (3) The development plan indicates that the proposed development will result in a harmonious grouping of buildings within the proposed development and in relationship to existing and proposed uses on adjacent property.
  - (4) The development, when completed, will have adequate public service, parking and open spaces.
  - (5) The plan, to the extent practical, will preserve and be sensitive to the natural characteristics of the site.
  - (6) Adequate provision is made for safe and efficient pedestrian and vehicular circulation within the site and to adjacent property.
  - (7) Adequate provision is made for emergency vehicle access and circulation.
  - (8) Adequate provision is made for storm drainage within and through the site so as to maintain, as far as practicable, usual and normal swales, water courses and drainage areas, and shall comply with any applicable regulation or design criteria established by the City.
  - (9) Site lighting is designed to minimize direct light, glare, and excessive glow, which unreasonably interferes with the use and enjoyment of adjacent property. If it is determined that, once the project is completed, the lighting does have unreasonable adverse impact on adjacent property, the Planning Commission may order reasonable alterations to the site lighting (such as reduced illumination, shielding, landscaping, etc.) to mitigate such unreasonable impacts.



- (b) Planned Residential Development Review Criteria. In reviewing development plans for planned residential developments, the Planning Commission shall determine that development plans comply with the criteria of this Section and the planned residential development review criteria set forth in Chapter 1135.
- (c) Conditional Use Review Criteria. In reviewing a development plan for conditional uses, the Planning Commission shall determine that the plan complies with the criteria of this Section and the general conditional use criteria set forth in Chapter 1148.

**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)



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY



U.S. DEPARTMENT OF JUSTICE  
CIVIL RIGHTS DIVISION

Washington, D.C.  
November 10, 2016

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**JOINT STATEMENT OF THE DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT AND THE DEPARTMENT OF JUSTICE**

**STATE AND LOCAL LAND USE LAWS AND PRACTICES AND THE APPLICATION  
OF THE FAIR HOUSING ACT**

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**INTRODUCTION**

The Department of Justice (“DOJ”) and the Department of Housing and Urban Development (“HUD”) are jointly responsible for enforcing the Federal Fair Housing Act (“the Act”),<sup>1</sup> which prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status (children under 18 living with a parent or guardian), or national origin.<sup>2</sup> The Act prohibits housing-related policies and practices that exclude or otherwise discriminate against individuals because of protected characteristics.

The regulation of land use and zoning is traditionally reserved to state and local governments, except to the extent that it conflicts with requirements imposed by the Fair Housing Act or other federal laws. This Joint Statement provides an overview of the Fair Housing Act’s requirements relating to state and local land use practices and zoning laws, including conduct related to group homes. It updates and expands upon DOJ’s and HUD’s Joint

<sup>1</sup> The Fair Housing Act is codified at 42 U.S.C. §§ 3601–19.

<sup>2</sup> The Act uses the term “handicap” instead of “disability.” Both terms have the same legal meaning. *See Bragdon v. Abbott*, 524 U.S. 624, 631 (1998) (noting that the definition of “disability” in the Americans with Disabilities Act

Statement on Group Homes, Local Land Use, and the Fair Housing Act, issued on August 18, 1999. The first section of the Joint Statement, Questions 1-6, describes generally the Act's requirements as they pertain to land use and zoning. The second and third sections, Questions 7-25, discuss more specifically how the Act applies to land use and zoning laws affecting housing for persons with disabilities, including guidance on regulating group homes and the requirement to provide reasonable accommodations. The fourth section, Questions 26-27, addresses HUD's and DOJ's enforcement of the Act in the land use and zoning context.

This Joint Statement focuses on the Fair Housing Act, not on other federal civil rights laws that prohibit state and local governments from adopting or implementing land use and zoning practices that discriminate based on a protected characteristic, such as Title II of the Americans with Disabilities Act ("ADA"),<sup>3</sup> Section 504 of the Rehabilitation Act of 1973 ("Section 504"),<sup>4</sup> and Title VI of the Civil Rights Act of 1964.<sup>5</sup> In addition, the Joint Statement does not address a state or local government's duty to affirmatively further fair housing, even though state and local governments that receive HUD assistance are subject to this duty. For additional information provided by DOJ and HUD regarding these issues, see the list of resources provided in the answer to Question 27.

### **Questions and Answers on the Fair Housing Act and State and Local Land Use Laws and Zoning**

#### **1. How does the Fair Housing Act apply to state and local land use and zoning?**

The Fair Housing Act prohibits a broad range of housing practices that discriminate against individuals on the basis of race, color, religion, sex, disability, familial status, or national origin (commonly referred to as protected characteristics). As established by the Supremacy Clause of the U.S. Constitution, federal laws such as the Fair Housing Act take precedence over conflicting state and local laws. The Fair Housing Act thus prohibits state and local land use and zoning laws, policies, and practices that discriminate based on a characteristic protected under the Act. Prohibited practices as defined in the Act include making unavailable or denying housing because of a protected characteristic. Housing includes not only buildings intended for occupancy as residences, but also vacant land that may be developed into residences.

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is drawn almost verbatim "from the definition of 'handicap' contained in the Fair Housing Amendments Act of 1988"). This document uses the term "disability," which is more generally accepted.

<sup>3</sup> 42 U.S.C. §12132.

<sup>4</sup> 29 U.S.C. § 794.

<sup>5</sup> 42 U.S.C. § 2000d.

**2. What types of land use and zoning laws or practices violate the Fair Housing Act?**

Examples of state and local land use and zoning laws or practices that may violate the Act include:

- Prohibiting or restricting the development of housing based on the belief that the residents will be members of a particular protected class, such as race, disability, or familial status, by, for example, placing a moratorium on the development of multifamily housing because of concerns that the residents will include members of a particular protected class.
- Imposing restrictions or additional conditions on group housing for persons with disabilities that are not imposed on families or other groups of unrelated individuals, by, for example, requiring an occupancy permit for persons with disabilities to live in a single-family home while not requiring a permit for other residents of single-family homes.
- Imposing restrictions on housing because of alleged public safety concerns that are based on stereotypes about the residents' or anticipated residents' membership in a protected class, by, for example, requiring a proposed development to provide additional security measures based on a belief that persons of a particular protected class are more likely to engage in criminal activity.
- Enforcing otherwise neutral laws or policies differently because of the residents' protected characteristics, by, for example, citing individuals who are members of a particular protected class for violating code requirements for property upkeep while not citing other residents for similar violations.
- Refusing to provide reasonable accommodations to land use or zoning policies when such accommodations may be necessary to allow persons with disabilities to have an equal opportunity to use and enjoy the housing, by, for example, denying a request to modify a setback requirement so an accessible sidewalk or ramp can be provided for one or more persons with mobility disabilities.

**3. When does a land use or zoning practice constitute intentional discrimination in violation of the Fair Housing Act?**

Intentional discrimination is also referred to as disparate treatment, meaning that the action treats a person or group of persons differently because of race, color, religion, sex, disability, familial status, or national origin. A land use or zoning practice may be intentionally discriminatory even if there is no personal bias or animus on the part of individual government officials. For example, municipal zoning practices or decisions that reflect acquiescence to community bias may be intentionally discriminatory, even if the officials themselves do not personally share such bias. (See Q&A 5.) Intentional discrimination does not require that the

decision-makers were hostile toward members of a particular protected class. Decisions motivated by a purported desire to benefit a particular group can also violate the Act if they result in differential treatment because of a protected characteristic.

A land use or zoning practice may be discriminatory on its face. For example, a law that requires persons with disabilities to request permits to live in single-family zones while not requiring persons without disabilities to request such permits violates the Act because it treats persons with disabilities differently based on their disability. Even a law that is seemingly neutral will still violate the Act if enacted with discriminatory intent. In that instance, the analysis of whether there is intentional discrimination will be based on a variety of factors, all of which need not be satisfied. These factors include, but are not limited to: (1) the “impact” of the municipal practice, such as whether an ordinance disproportionately impacts minority residents compared to white residents or whether the practice perpetuates segregation in a neighborhood or particular geographic area; (2) the “historical background” of the action, such as whether there is a history of segregation or discriminatory conduct by the municipality; (3) the “specific sequence of events,” such as whether the city adopted an ordinance or took action only after significant, racially-motivated community opposition to a housing development or changed course after learning that a development would include non-white residents; (4) departures from the “normal procedural sequence,” such as whether a municipality deviated from normal application or zoning requirements; (5) “substantive departures,” such as whether the factors usually considered important suggest that a state or local government should have reached a different result; and (6) the “legislative or administrative history,” such as any statements by members of the state or local decision-making body.<sup>6</sup>

**4. Can state and local land use and zoning laws or practices violate the Fair Housing Act if the state or locality did not intend to discriminate against persons on a prohibited basis?**

Yes. Even absent a discriminatory intent, state or local governments may be liable under the Act for any land use or zoning law or practice that has an unjustified discriminatory effect because of a protected characteristic. In 2015, the United States Supreme Court affirmed this interpretation of the Act in *Texas Department of Housing and Community Affairs v. Inclusive Communities Project, Inc.*<sup>7</sup> The Court stated that “[t]hese unlawful practices include zoning laws and other housing restrictions that function unfairly to exclude minorities from certain neighborhoods without any sufficient justification.”<sup>8</sup>

<sup>6</sup> *Vill. of Arlington Heights v. Metro. Hous. Dev. Corp.*, 429 U.S. 252, 265–68 (1977).

<sup>7</sup> \_\_\_ U.S. \_\_\_, 135 S. Ct. 2507 (2015).

<sup>8</sup> *Id.* at 2521–22.

A land use or zoning practice results in a discriminatory effect if it caused or predictably will cause a disparate impact on a group of persons or if it creates, increases, reinforces, or perpetuates segregated housing patterns because of a protected characteristic. A state or local government still has the opportunity to show that the practice is necessary to achieve one or more of its substantial, legitimate, nondiscriminatory interests. These interests must be supported by evidence and may not be hypothetical or speculative. If these interests could not be served by another practice that has a less discriminatory effect, then the practice does not violate the Act. The standard for evaluating housing-related practices with a discriminatory effect are set forth in HUD's Discriminatory Effects Rule, 24 C.F.R. § 100.500.

Examples of land use practices that violate the Fair Housing Act under a discriminatory effects standard include minimum floor space or lot size requirements that increase the size and cost of housing if such an increase has the effect of excluding persons from a locality or neighborhood because of their membership in a protected class, without a legally sufficient justification. Similarly, prohibiting low-income or multifamily housing may have a discriminatory effect on persons because of their membership in a protected class and, if so, would violate the Act absent a legally sufficient justification.

**5. Does a state or local government violate the Fair Housing Act if it considers the fears or prejudices of community members when enacting or applying its zoning or land use laws respecting housing?**

When enacting or applying zoning or land use laws, state and local governments may not act because of the fears, prejudices, stereotypes, or unsubstantiated assumptions that community members may have about current or prospective residents because of the residents' protected characteristics. Doing so violates the Act, even if the officials themselves do not personally share such bias. For example, a city may not deny zoning approval for a low-income housing development that meets all zoning and land use requirements because the development may house residents of a particular protected class or classes whose presence, the community fears, will increase crime and lower property values in the surrounding neighborhood. Similarly, a local government may not block a group home or deny a requested reasonable accommodation in response to neighbors' stereotypical fears or prejudices about persons with disabilities or a particular type of disability. Of course, a city council or zoning board is not bound by everything that is said by every person who speaks at a public hearing. It is the record as a whole that will be determinative.

**6. Can state and local governments violate the Fair Housing Act if they adopt or implement restrictions against children?**

Yes. State and local governments may not impose restrictions on where families with children may reside unless the restrictions are consistent with the "housing for older persons" exemption of the Act. The most common types of housing for older persons that may qualify for this exemption are: (1) housing intended for, and solely occupied by, persons 62 years of age or older; and (2) housing in which 80% of the occupied units have at least one person who is 55 years of age or older that publishes and adheres to policies and procedures demonstrating the intent to house older persons. These types of housing must meet all requirements of the exemption, including complying with HUD regulations applicable to such housing, such as verification procedures regarding the age of the occupants. A state or local government that zones an area to exclude families with children under 18 years of age must continually ensure that housing in that zone meets all requirements of the exemption. If all of the housing in that zone does not continue to meet all such requirements, that state or local government violates the Act.

**Questions and Answers on the Fair Housing Act and  
Local Land Use and Zoning Regulation of Group Homes**

**7. Who qualifies as a person with a disability under the Fair Housing Act?**

The Fair Housing Act defines a person with a disability to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

The term "physical or mental impairment" includes, but is not limited to, diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV infection, developmental disabilities, mental illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), and alcoholism.

The term "major life activity" includes activities such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, and working. This list of major life activities is not exhaustive.

Being regarded as having a disability means that the individual is treated as if he or she has a disability even though the individual may not have an impairment or may not have an impairment that substantially limits one or more major life activities. For example, if a landlord

refuses to rent to a person because the landlord believes the prospective tenant has a disability, then the landlord violates the Act's prohibition on discrimination on the basis of disability, even if the prospective tenant does not actually have a physical or mental impairment that substantially limits one or more major life activities.

Having a record of a disability means the individual has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

#### **8. What is a group home within the meaning of the Fair Housing Act?**

The term "group home" does not have a specific legal meaning; land use and zoning officials and the courts, however, have referred to some residences for persons with disabilities as group homes. The Fair Housing Act prohibits discrimination on the basis of disability, and persons with disabilities have the same Fair Housing Act protections whether or not their housing is considered a group home. A household where two or more persons with disabilities choose to live together, as a matter of association, may not be subjected to requirements or conditions that are not imposed on households consisting of persons without disabilities.

In this Statement, the term "group home" refers to a dwelling that is or will be occupied by unrelated persons with disabilities. Sometimes group homes serve individuals with a particular type of disability, and sometimes they serve individuals with a variety of disabilities. Some group homes provide residents with in-home support services of varying types, while others do not. The provision of support services is not required for a group home to be protected under the Fair Housing Act. Group homes, as discussed in this Statement, may be opened by individuals or by organizations, both for-profit and not-for-profit. Sometimes it is the group home operator or developer, rather than the individuals who live or are expected to live in the home, who interacts with a state or local government agency about developing or operating the group home, and sometimes there is no interaction among residents or operators and state or local governments.

In this Statement, the term "group home" includes homes occupied by persons in recovery from alcohol or substance abuse, who are persons with disabilities under the Act. Although a group home for persons in recovery may commonly be called a "sober home," the term does not have a specific legal meaning, and the Act treats persons with disabilities who reside in such homes no differently than persons with disabilities who reside in other types of group homes. Like other group homes, homes for persons in recovery are sometimes operated by individuals or organizations, both for-profit and not-for-profit, and support services or supervision are sometimes, but not always, provided. The Act does not require a person who resides in a home for persons in recovery to have participated in or be currently participating in a

substance abuse treatment program to be considered a person with a disability. The fact that a resident of a group home may currently be illegally using a controlled substance does not deprive the other residents of the protection of the Fair Housing Act.

**9. In what ways does the Fair Housing Act apply to group homes?**

The Fair Housing Act prohibits discrimination on the basis of disability, and persons with disabilities have the same Fair Housing Act protections whether or not their housing is considered a group home. State and local governments may not discriminate against persons with disabilities who live in group homes. Persons with disabilities who live in or seek to live in group homes are sometimes subjected to unlawful discrimination in a number of ways, including those discussed in the preceding Section of this Joint Statement. Discrimination may be intentional; for example, a locality might pass an ordinance prohibiting group homes in single-family neighborhoods or prohibiting group homes for persons with certain disabilities. These ordinances are facially discriminatory, in violation of the Act. In addition, as discussed more fully in Q&A 10 below, a state or local government may violate the Act by refusing to grant a reasonable accommodation to its zoning or land use ordinance when the requested accommodation may be necessary for persons with disabilities to have an equal opportunity to use and enjoy a dwelling. For example, if a locality refuses to waive an ordinance that limits the number of unrelated persons who may live in a single-family home where such a waiver may be necessary for persons with disabilities to have an equal opportunity to use and enjoy a dwelling, the locality violates the Act unless the locality can prove that the waiver would impose an undue financial and administrative burden on the local government or fundamentally alter the essential nature of the locality's zoning scheme. Furthermore, a state or local government may violate the Act by enacting an ordinance that has an unjustified discriminatory effect on persons with disabilities who seek to live in a group home in the community. Unlawful actions concerning group homes are discussed in more detail throughout this Statement.

**10. What is a reasonable accommodation under the Fair Housing Act?**

The Fair Housing Act makes it unlawful to refuse to make "reasonable accommodations" to rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling. A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others may sometimes deny them an equal opportunity to use and enjoy a dwelling.

Even if a zoning ordinance imposes on group homes the same restrictions that it imposes on housing for other groups of unrelated persons, a local government may be required, in individual cases and when requested to do so, to grant a reasonable accommodation to a group home for persons with disabilities. What constitutes a reasonable accommodation is a case-by-case determination based on an individualized assessment. This topic is discussed in detail in Q&As 20–25 and in the HUD/DOJ Joint Statement on Reasonable Accommodations under the Fair Housing Act.

**11. Does the Fair Housing Act protect persons with disabilities who pose a “direct threat” to others?**

The Act does not allow for the exclusion of individuals based upon fear, speculation, or stereotype about a particular disability or persons with disabilities in general. Nevertheless, the Act does not protect an individual whose tenancy would constitute a “direct threat” to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others unless the threat or risk to property can be eliminated or significantly reduced by reasonable accommodation. A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (for example, current conduct or a recent history of overt acts). The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate or significantly reduce the direct threat. See Q&A 10 for a general discussion of reasonable accommodations. Consequently, in evaluating an individual’s recent history of overt acts, a state or local government must take into account whether the individual has received intervening treatment or medication that has eliminated or significantly reduced the direct threat (in other words, significant risk of substantial harm). In such a situation, the state or local government may request that the individual show how the circumstances have changed so that he or she no longer poses a direct threat. Any such request must be reasonable and limited to information necessary to assess whether circumstances have changed. Additionally, in such a situation, a state or local government may obtain satisfactory and reasonable assurances that the individual will not pose a direct threat during the tenancy. The state or local government must have reliable, objective evidence that the tenancy of a person with a disability poses a direct threat before excluding him or her from housing on that basis, and, in making that assessment, the state or local government may not ignore evidence showing that the individual’s tenancy would no longer pose a direct threat. Moreover, the fact that one individual may pose a direct threat does not mean that another individual with the same disability or other individuals in a group home may be denied housing.

**12. Can a state or local government enact laws that specifically limit group homes for individuals with specific types of disabilities?**

No. Just as it would be illegal to enact a law for the purpose of excluding or limiting group homes for individuals with disabilities, it is illegal under the Act for local land use and zoning laws to exclude or limit group homes for individuals with specific types of disabilities. For example, a government may not limit group homes for persons with mental illness to certain neighborhoods. The fact that the state or local government complies with the Act with regard to group homes for persons with some types of disabilities will not justify discrimination against individuals with another type of disability, such as mental illness.

**13. Can a state or local government limit the number of individuals who reside in a group home in a residential neighborhood?**

Neutral laws that govern groups of unrelated persons who live together do not violate the Act so long as (1) those laws do not intentionally discriminate against persons on the basis of disability (or other protected class), (2) those laws do not have an unjustified discriminatory effect on the basis of disability (or other protected class), and (3) state and local governments make reasonable accommodations when such accommodations may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.

Local zoning and land use laws that treat groups of unrelated persons with disabilities less favorably than similar groups of unrelated persons without disabilities violate the Fair Housing Act. For example, suppose a city's zoning ordinance defines a "family" to include up to a certain number of unrelated persons living together as a household unit, and gives such a group of unrelated persons the right to live in any zoning district without special permission from the city. If that ordinance also prohibits a group home having the same number of persons with disabilities in a certain district or requires it to seek a use permit, the ordinance would violate the Fair Housing Act. The ordinance violates the Act because it treats persons with disabilities less favorably than families and unrelated persons without disabilities.

A local government may generally restrict the ability of groups of unrelated persons to live together without violating the Act as long as the restrictions are imposed on all such groups, including a group defined as a family. Thus, if the definition of a family includes up to a certain number of unrelated individuals, an ordinance would not, on its face, violate the Act if a group home for persons with disabilities with more than the permitted number for a family were not allowed to locate in a single-family-zoned neighborhood because any group of unrelated people without disabilities of that number would also be disallowed. A facially neutral ordinance, however, still may violate the Act if it is intentionally discriminatory (that is, enacted with discriminatory intent or applied in a discriminatory manner), or if it has an unjustified

discriminatory effect on persons with disabilities. For example, an ordinance that limits the number of unrelated persons who may constitute a family may violate the Act if it is enacted for the purpose of limiting the number of persons with disabilities who may live in a group home, or if it has the unjustified discriminatory effect of excluding or limiting group homes in the jurisdiction. Governments may also violate the Act if they enforce such restrictions more strictly against group homes than against groups of the same number of unrelated persons without disabilities who live together in housing. In addition, as discussed in detail below, because the Act prohibits the denial of reasonable accommodations to rules and policies for persons with disabilities, a group home that provides housing for a number of persons with disabilities that exceeds the number allowed under the family definition has the right to seek an exception or waiver. If the criteria for a reasonable accommodation are met, the permit must be given in that instance, but the ordinance would not be invalid.<sup>9</sup>

#### **14. How does the Supreme Court's ruling in *Olmstead* apply to the Fair Housing Act?**

In *Olmstead v. L.C.*,<sup>10</sup> the Supreme Court ruled that the Americans with Disabilities Act (ADA) prohibits the unjustified segregation of persons with disabilities in institutional settings where necessary services could reasonably be provided in integrated, community-based settings. An integrated setting is one that enables individuals with disabilities to live and interact with individuals without disabilities to the fullest extent possible. By contrast, a segregated setting includes congregate settings populated exclusively or primarily by individuals with disabilities. Although *Olmstead* did not interpret the Fair Housing Act, the objectives of the Fair Housing Act and the ADA, as interpreted in *Olmstead*, are consistent. The Fair Housing Act ensures that persons with disabilities have an equal opportunity to choose the housing where they wish to live. The ADA and *Olmstead* ensure that persons with disabilities also have the option to live and receive services in the most integrated setting appropriate to their needs. The integration mandate of the ADA and *Olmstead* can be implemented without impairing the rights protected by the Fair Housing Act. For example, state and local governments that provide or fund housing, health care, or support services must comply with the integration mandate by providing these programs, services, and activities in the most integrated setting appropriate to the needs of individuals with disabilities. State and local governments may comply with this requirement by adopting standards for the housing, health care, or support services they provide or fund that are reasonable, individualized, and specifically tailored to enable individuals with disabilities to live and interact with individuals without disabilities to the fullest extent possible. Local governments should be aware that ordinances and policies that impose additional restrictions on housing or residential services for persons with disabilities that are not imposed on housing or

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<sup>9</sup> Laws that limit the number of occupants per unit do not violate the Act as long as they are reasonable, are applied to all occupants, and do not operate to discriminate on the basis of disability, familial status, or other characteristics protected by the Act.

<sup>10</sup> 527 U.S. 581 (1999).

residential services for persons without disabilities are likely to violate the Act. In addition, a locality would violate the Act and the integration mandate of the ADA and *Olmstead* if it required group homes to be concentrated in certain areas of the jurisdiction by, for example, restricting them from being located in other areas.

**15. Can a state or local government impose spacing requirements on the location of group homes for persons with disabilities?**

A "spacing" or "dispersal" requirement generally refers to a requirement that a group home for persons with disabilities must not be located within a specific distance of another group home. Sometimes a spacing requirement is designed so it applies only to group homes and sometimes a spacing requirement is framed more generally and applies to group homes and other types of uses such as boarding houses, student housing, or even certain types of businesses. In a community where a certain number of unrelated persons are permitted by local ordinance to reside together in a home, it would violate the Act for the local ordinance to impose a spacing requirement on group homes that do not exceed that permitted number of residents because the spacing requirement would be a condition imposed on persons with disabilities that is not imposed on persons without disabilities. In situations where a group home seeks a reasonable accommodation to exceed the number of unrelated persons who are permitted by local ordinance to reside together, the Fair Housing Act does not prevent state or local governments from taking into account concerns about the over-concentration of group homes that are located in close proximity to each other. Sometimes compliance with the integration mandate of the ADA and *Olmstead* requires government agencies responsible for licensing or providing housing for persons with disabilities to consider the location of other group homes when determining what housing will best meet the needs of the persons being served. Some courts, however, have found that spacing requirements violate the Fair Housing Act because they deny persons with disabilities an equal opportunity to choose where they will live. Because an across-the-board spacing requirement may discriminate against persons with disabilities in some residential areas, any standards that state or local governments adopt should evaluate the location of group homes for persons with disabilities on a case-by-case basis.

Where a jurisdiction has imposed a spacing requirement on the location of group homes for persons with disabilities, courts may analyze whether the requirement violates the Act under an intent, effects, or reasonable accommodation theory. In cases alleging intentional discrimination, courts look to a number of factors, including the effect of the requirement on housing for persons with disabilities; the jurisdiction's intent behind the spacing requirement; the existence, size, and location of group homes in a given area; and whether there are methods other than a spacing requirement for accomplishing the jurisdiction's stated purpose. A spacing requirement enacted with discriminatory intent, such as for the purpose of appeasing neighbors' stereotypical fears about living near persons with disabilities, violates the Act. Further, a neutral

spacing requirement that applies to all housing for groups of unrelated persons may have an unjustified discriminatory effect on persons with disabilities, thus violating the Act. Jurisdictions must also consider, in compliance with the Act, requests for reasonable accommodations to any spacing requirements.

**16. Can a state or local government impose health and safety regulations on group home operators?**

Operators of group homes for persons with disabilities are subject to applicable state and local regulations addressing health and safety concerns unless those regulations are inconsistent with the Fair Housing Act or other federal law. Licensing and other regulatory requirements that may apply to some group homes must also be consistent with the Fair Housing Act. Such regulations must not be based on stereotypes about persons with disabilities or specific types of disabilities. State or local zoning and land use ordinances may not, consistent with the Fair Housing Act, require individuals with disabilities to receive medical, support, or other services or supervision that they do not need or want as a condition for allowing a group home to operate. State and local governments' enforcement of neutral requirements regarding safety, licensing, and other regulatory requirements governing group homes do not violate the Fair Housing Act so long as the ordinances are enforced in a neutral manner, they do not specifically target group homes, and they do not have an unjustified discriminatory effect on persons with disabilities who wish to reside in group homes.

Governments must also consider requests for reasonable accommodations to licensing and regulatory requirements and procedures, and grant them where they may be necessary to afford individuals with disabilities an equal opportunity to use and enjoy a dwelling, as required by the Act.

**17. Can a state or local government address suspected criminal activity or fraud and abuse at group homes for persons with disabilities?**

The Fair Housing Act does not prevent state and local governments from taking nondiscriminatory action in response to criminal activity, insurance fraud, Medicaid fraud, neglect or abuse of residents, or other illegal conduct occurring at group homes, including reporting complaints to the appropriate state or federal regulatory agency. States and localities must ensure that actions to enforce criminal or other laws are not taken to target group homes and are applied equally, regardless of whether the residents of housing are persons with disabilities. For example, persons with disabilities residing in group homes are entitled to the same constitutional protections against unreasonable search and seizure as those without disabilities.

**18. Does the Fair Housing Act permit a state or local government to implement strategies to integrate group homes for persons with disabilities in particular neighborhoods where they are not currently located?**

Yes. Some strategies a state or local government could use to further the integration of group housing for persons with disabilities, consistent with the Act, include affirmative marketing or offering incentives. For example, jurisdictions may engage in affirmative marketing or offer variances to providers of housing for persons with disabilities to locate future homes in neighborhoods where group homes for persons with disabilities are not currently located. But jurisdictions may not offer incentives for a discriminatory purpose or that have an unjustified discriminatory effect because of a protected characteristic.

**19. Can a local government consider the fears or prejudices of neighbors in deciding whether a group home can be located in a particular neighborhood?**

In the same way a local government would violate the law if it rejected low-income housing in a community because of neighbors' fears that such housing would be occupied by racial minorities (see Q&A 5), a local government violates the law if it blocks a group home or denies a reasonable accommodation request because of neighbors' stereotypical fears or prejudices about persons with disabilities. This is so even if the individual government decision-makers themselves do not have biases against persons with disabilities.

Not all community opposition to requests by group homes is necessarily discriminatory. For example, when a group home seeks a reasonable accommodation to operate in an area and the area has limited on-street parking to serve existing residents, it is not a violation of the Fair Housing Act for neighbors and local government officials to raise concerns that the group home may create more demand for on-street parking than would a typical family and to ask the provider to respond. A valid unaddressed concern about inadequate parking facilities could justify denying the requested accommodation, if a similar dwelling that is not a group home or similarly situated use would ordinarily be denied a permit because of such parking concerns. If, however, the group home shows that the home will not create a need for more parking spaces than other dwellings or similarly-situated uses located nearby, or submits a plan to provide any needed off-street parking, then parking concerns would not support a decision to deny the home a permit.

**Questions and Answers on the Fair Housing Act and  
Reasonable Accommodation Requests to Local Zoning and Land Use Laws**

**20. When does a state or local government violate the Fair Housing Act by failing to grant a request for a reasonable accommodation?**

A state or local government violates the Fair Housing Act by failing to grant a reasonable accommodation request if (1) the persons requesting the accommodation or, in the case of a group home, persons residing in or expected to reside in the group home are persons with a disability under the Act; (2) the state or local government knows or should reasonably be expected to know of their disabilities; (3) an accommodation in the land use or zoning ordinance or other rules, policies, practices, or services of the state or locality was requested by or on behalf of persons with disabilities; (4) the requested accommodation may be necessary to afford one or more persons with a disability an equal opportunity to use and enjoy the dwelling; (5) the state or local government refused to grant, failed to act on, or unreasonably delayed the accommodation request; and (6) the state or local government cannot show that granting the accommodation would impose an undue financial and administrative burden on the local government or that it would fundamentally alter the local government's zoning scheme. A requested accommodation may be necessary if there is an identifiable relationship between the requested accommodation and the group home residents' disability. Further information is provided in Q&A 10 above and the HUD/DOJ Joint Statement on Reasonable Accommodations under the Fair Housing Act.

**21. Can a local government deny a group home's request for a reasonable accommodation without violating the Fair Housing Act?**

Yes, a local government may deny a group home's request for a reasonable accommodation if the request was not made by or on behalf of persons with disabilities (by, for example, the group home developer or operator) or if there is no disability-related need for the requested accommodation because there is no relationship between the requested accommodation and the disabilities of the residents or proposed residents.

In addition, a group home's request for a reasonable accommodation may be denied by a local government if providing the accommodation is not reasonable—in other words, if it would impose an undue financial and administrative burden on the local government or it would fundamentally alter the local government's zoning scheme. The determination of undue financial and administrative burden must be decided on a case-by-case basis involving various factors, such as the nature and extent of the administrative burden and the cost of the requested accommodation to the local government, the financial resources of the local government, and the benefits that the accommodation would provide to the persons with disabilities who will reside in the group home.

When a local government refuses an accommodation request because it would pose an undue financial and administrative burden, the local government should discuss with the requester whether there is an alternative accommodation that would effectively address the disability-related needs of the group home's residents without imposing an undue financial and administrative burden. This discussion is called an "interactive process." If an alternative accommodation would effectively meet the disability-related needs of the residents of the group home and is reasonable (that is, it would not impose an undue financial and administrative burden or fundamentally alter the local government's zoning scheme), the local government must grant the alternative accommodation. An interactive process in which the group home and the local government discuss the disability-related need for the requested accommodation and possible alternative accommodations is both required under the Act and helpful to all concerned, because it often results in an effective accommodation for the group home that does not pose an undue financial and administrative burden or fundamental alteration for the local government.

## **22. What is the procedure for requesting a reasonable accommodation?**

The reasonable accommodation must actually be requested by or on behalf of the individuals with disabilities who reside or are expected to reside in the group home. When the request is made, it is not necessary for the specific individuals who would be expected to live in the group home to be identified. The Act does not require that a request be made in a particular manner or at a particular time. The group home does not need to mention the Fair Housing Act or use the words "reasonable accommodation" when making a reasonable accommodation request. The group home must, however, make the request in a manner that a reasonable person would understand to be a disability-related request for an exception, change, or adjustment to a rule, policy, practice, or service. When making a request for an exception, change, or adjustment to a local land use or zoning regulation or policy, the group home should explain what type of accommodation is being requested and, if the need for the accommodation is not readily apparent or known by the local government, explain the relationship between the accommodation and the disabilities of the group home residents.

A request for a reasonable accommodation can be made either orally or in writing. It is often helpful for both the group home and the local government if the reasonable accommodation request is made in writing. This will help prevent misunderstandings regarding what is being requested or whether or when the request was made.

Where a local land use or zoning code contains specific procedures for seeking a departure from the general rule, courts have decided that these procedures should ordinarily be followed. If no procedure is specified, or if the procedure is unreasonably burdensome or intrusive or involves significant delays, a request for a reasonable accommodation may,

nevertheless, be made in some other way, and a local government is obligated to grant it if the requested accommodation meets the criteria discussed in Q&A 20, above.

Whether or not the local land use or zoning code contains a specific procedure for requesting a reasonable accommodation or other exception to a zoning regulation, if local government officials have previously made statements or otherwise indicated that an application for a reasonable accommodation would not receive fair consideration, or if the procedure itself is discriminatory, then persons with disabilities living in a group home, and/or its operator, have the right to file a Fair Housing Act complaint in court to request an order for a reasonable accommodation to the local zoning regulations.

**23. Does the Fair Housing Act require local governments to adopt formal reasonable accommodation procedures?**

The Act does not require a local government to adopt formal procedures for processing requests for reasonable accommodations to local land use or zoning codes. DOJ and HUD nevertheless strongly encourage local governments to adopt formal procedures for identifying and processing reasonable accommodation requests and provide training for government officials and staff as to application of the procedures. Procedures for reviewing and acting on reasonable accommodation requests will help state and local governments meet their obligations under the Act to respond to reasonable accommodation requests and implement reasonable accommodations promptly. Local governments are also encouraged to ensure that the procedures to request a reasonable accommodation or other exception to local zoning regulations are well known throughout the community by, for example, posting them at a readily accessible location and in a digital format accessible to persons with disabilities on the government's website. If a jurisdiction chooses to adopt formal procedures for reasonable accommodation requests, the procedures cannot be onerous or require information beyond what is necessary to show that the individual has a disability and that the requested accommodation is related to that disability. For example, in most cases, an individual's medical record or detailed information about the nature of a person's disability is not necessary for this inquiry. In addition, officials and staff must be aware that any procedures for requesting a reasonable accommodation must also be flexible to accommodate the needs of the individual making a request, including accepting and considering requests that are not made through the official procedure. The adoption of a reasonable accommodation procedure, however, will not cure a zoning ordinance that treats group homes differently than other residential housing with the same number of unrelated persons.

**24. What if a local government fails to act promptly on a reasonable accommodation request?**

A local government has an obligation to provide prompt responses to reasonable accommodation requests, whether or not a formal reasonable accommodation procedure exists. A local government's undue delay in responding to a reasonable accommodation request may be deemed a failure to provide a reasonable accommodation.

**25. Can a local government enforce its zoning code against a group home that violates the zoning code but has not requested a reasonable accommodation?**

The Fair Housing Act does not prohibit a local government from enforcing its zoning code against a group home that has violated the local zoning code, as long as that code is not discriminatory or enforced in a discriminatory manner. If, however, the group home requests a reasonable accommodation when faced with enforcement by the locality, the locality still must consider the reasonable accommodation request. A request for a reasonable accommodation may be made at any time, so at that point, the local government must consider whether there is a relationship between the disabilities of the residents of the group home and the need for the requested accommodation. If so, the locality must grant the requested accommodation unless doing so would pose a fundamental alteration to the local government's zoning scheme or an undue financial and administrative burden to the local government.

**Questions and Answers on Fair Housing Act Enforcement of  
Complaints Involving Land Use and Zoning**

**26. How are Fair Housing Act complaints involving state and local land use laws and practices handled by HUD and DOJ?**

The Act gives HUD the power to receive, investigate, and conciliate complaints of discrimination, including complaints that a state or local government has discriminated in exercising its land use and zoning powers. HUD may not issue a charge of discrimination pertaining to "the legality of any State or local zoning or other land use law or ordinance." Rather, after investigating, HUD refers matters it believes may be meritorious to DOJ, which, in its discretion, may decide to bring suit against the state or locality within 18 months after the practice at issue occurred or terminated. DOJ may also bring suit by exercising its authority to initiate litigation alleging a pattern or practice of discrimination or a denial of rights to a group of persons which raises an issue of general public importance.

If HUD determines that there is no reasonable cause to believe that there may be a violation, it will close an investigation without referring the matter to DOJ. But a HUD or DOJ

decision not to proceed with a land use or zoning matter does not foreclose private plaintiffs from pursuing a claim.

Litigation can be an expensive, time-consuming, and uncertain process for all parties. HUD and DOJ encourage parties to land use disputes to explore reasonable alternatives to litigation, including alternative dispute resolution procedures, like mediation or conciliation of the HUD complaint. HUD attempts to conciliate all complaints under the Act that it receives, including those involving land use or zoning laws. In addition, it is DOJ's policy to offer prospective state or local governments the opportunity to engage in pre-suit settlement negotiations, except in the most unusual circumstances.

## 27. How can I find more information?

For more information on reasonable accommodations and reasonable modifications under the Fair Housing Act:

- HUD/DOJ Joint Statement on Reasonable Accommodations under the Fair Housing Act, available at <https://www.justice.gov/crt/fair-housing-policy-statements-and-guidance-0> or <http://www.hud.gov/offices/fheo/library/huddojstatement.pdf>.
- HUD/DOJ Joint Statement on Reasonable Modifications under the Fair Housing Act, available at <https://www.justice.gov/crt/fair-housing-policy-statements-and-guidance-0> or [http://www.hud.gov/offices/fheo/disabilities/reasonable\\_modifications\\_mar08.pdf](http://www.hud.gov/offices/fheo/disabilities/reasonable_modifications_mar08.pdf).

For more information on state and local governments' obligations under Section 504:

- HUD website at [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/disabilities/sect504](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/disabilities/sect504).

For more information on state and local governments' obligations under the ADA and *Olmstead*:

- U.S. Department of Justice website, [www.ADA.gov](http://www.ADA.gov), or call the ADA information line at (800) 514-0301 (voice) or (800) 514-0383 (TTY).
- Statement of the Department of Justice on Enforcement of the Integration Mandate of Title II of the Americans with Disabilities Act and *Olmstead v. L.C.*, available at [http://www.ada.gov/olmstead/q&a\\_olmstead.htm](http://www.ada.gov/olmstead/q&a_olmstead.htm).
- Statement of the Department of Housing and Urban Development on the Role of Housing in Accomplishing the Goals of *Olmstead*, available at <http://portal.hud.gov/hudportal/documents/huddoc?id=OlmsteadGuidnc060413.pdf>.

For more information on the requirement to affirmatively further fair housing:

- Affirmatively Furthering Fair Housing, 80 Fed. Reg. 42,272 (July 16, 2015) (to be codified at 24 C.F.R. pts. 5, 91, 92, 570, 574, 576, and 903).
- U.S. Department of Housing and Urban Development, Version 1, Affirmatively Furthering Fair Housing Rule Guidebook (2015), *available at* <https://www.hudexchange.info/resources/documents/AFFH-Rule-Guidebook.pdf>.
- Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, Vol. 1, Fair Housing Planning Guide (1996), *available at* <http://www.hud.gov/offices/fheo/images/fhpg.pdf>.

For more information on nuisance and crime-free ordinances:

- Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Enforcement of Local Nuisance and Crime-Free Housing Ordinances Against Victims of Domestic Violence, Other Crime Victims, and Others Who Require Police or Emergency Services (Sept. 13, 2016), *available at* <http://portal.hud.gov/hudportal/documents/huddoc?id=FinalNuisanceOrdGdnce.pdf>.

## Written Public Comment Received To Date

# Opposition to proposal to rezone 250 Curtis Street



# Why This Location?

- Why is 250 Curtis Street considered the right location to build the proposed housing?
- Who's best interest is it in?
- Were any other properties considered, and if so, what lead to the conclusion that this is the best choice?

# What is our Focus?

- In a letter to the Commissioners from Mr. Efland dated 1/31/18, he states:

1. The cases in front of you and Federal Fair Housing law, which prohibits discrimination based on color, race, religion, sex, disability, familial status, or national origin, really do not allow for an examination of the clientele that might or might not occupy the units in this development (if the cases are approved). This has been confirmed by the City Attorney. The Applicant's attorney has supplied the attached 'Joint Statement of the Department of Housing and Urban Development and the Department of Justice - State and Local Land Use Laws and Practices and the Application of the Fair Housing Act' for consideration of these factors. The first

- Acknowledging that this is true, we would like to ask why the topic of mental illness has been brought up so many times when trying to make a decision about land use?

# What is our Focus?

- No one is questioning that individuals with disabilities face a number of difficulties, stigma, etc. However, what place does any discussion of the challenges, and misfortunes of those with any kind of disability have in a meeting about zoning?
- Also in the letter from Mr. Efland:

The decision criteria certainly allow for our normal and customary examination of density, intensity, overall number of dwelling units, arrangement of the units, site plan, parking, unit sizes, landscaping, and the like.

- Out of respect for Mr. Efland's guidance, it seems far more appropriate to focus on considerations such as the significant number of changes that are proposed and the precedent that would be set for future developers should this proposal be approved.

# What is our Focus?

- We understand and, without question, respect and appreciate the protections provided under the Fair Housing Act, and are also well aware that a decision to deny this proposal cannot be made based upon the clientele who may or may not live there. We would like to make it abundantly clear that we are not asking for a decision to deny the proposal based upon any criteria other than that which is related to zoning and land use.
- **How then can it be suggested that providing a benefit to the potential clientele is a reason to make so many changes to how the land can be used in contrast to what is currently permitted?**

# Land Suitability / Safety

- “If the Planning Commission finds that land proposed to be subdivided is unsuitable for subdivision development due to flooding, inadequate drainage, soil and rock formations with severe limitations for development, susceptibility to mud slides or earth slides, severe erosion potential, unfavorable topography, inadequate water supply or sewage disposal **capabilities or any other feature harmful to the health, safety or welfare of the future residents of the proposed subdivision or community**, and if from investigations conducted by the public agencies concerned, it is determined that in the best interests of the public, the land should not be developed for the purpose proposed, the Commission shall not approve the land for subdivision unless adequate methods are advanced by the subdivider for solving the problems that will be created by the development of the land.” – source: *City of Delaware Ordinance*

# Land Suitability / Safety

There were 387 crimes reported within a 1-mile radius of the location between Feb 2, 2017 and Feb 2, 2018.

There are 14 registered sex offenders within a 1-mile radius.

How many more crimes (particularly illegal drug activity) were not reported?

Home Departments Visitors Economic Development

EST. 1808 CITY OF DELAWARE OHIO

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Crime mapping, email reports and tips for the public. About Community Crime Map Help About LexisNexis

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Events Officers

Search Address: 244 Curtis St., Delaware, OH 43005

Jump to City: Start typing or click the arrow...

Buffer: 1 mile Only display events within

Date Range: Quick Date: 1 year Date Range: Start Date: 02/02/2017 End Date: 02/02/2018

Cl. #	Incident	Crime	Date / Time	Location	Address	Agency
1180001...	ASSAULT, FELONY...	XX	Jan 24, 2018 4:10 AM	MULTIPLE STRUC...	DELAWARE...	Delaware Police
1180001...	THEFT, PETTY	XX	Jan 24, 2018 11:00 PM	SINGLE FAMILY HOME...	DELAWARE...	Delaware Police
1180001...	THEFT, PETTY	XX	Jan 24, 2018 1:06 PM	MULTIPLE STRUC...	DELAWARE...	Delaware Police
1180001...	THEFT, MOTOR VEHICLE	XX	Jan 20, 2018 4:10 AM	OUTSIDE LOCAT...	DELAWARE...	Delaware Police
1180001...	THEFT, FELONY	XX	Jan 19, 2018 12:30 PM	RETAIL STORE OTHER...	DELAWARE...	Delaware Police
1180001...	BURGLARY (RESID...)	XX	Jan 19, 2018 8:10 AM	SINGLE FAMILY HOME...	DELAWARE...	Delaware Police
1180000...	CRIMINAL DAMAGES...	XX	Jan 13, 2018 1:00 PM	YARD	DELAWARE...	Delaware Police
1180001...	THEFT, PETTY	XX	Jan 12, 2018 12:00 PM	RESIDING LOT	DELAWARE...	Delaware Police
1180000...	THEFT, MOTOR VEHICLE	XX	Jan 11, 2018 7:30 PM	SINGLE FAMILY HOME...	DELAWARE...	Delaware Police
1180000...	THEFT, PETTY	XX	Jan 10, 2018 9:00 PM	STREET	DELAWARE...	Delaware Police

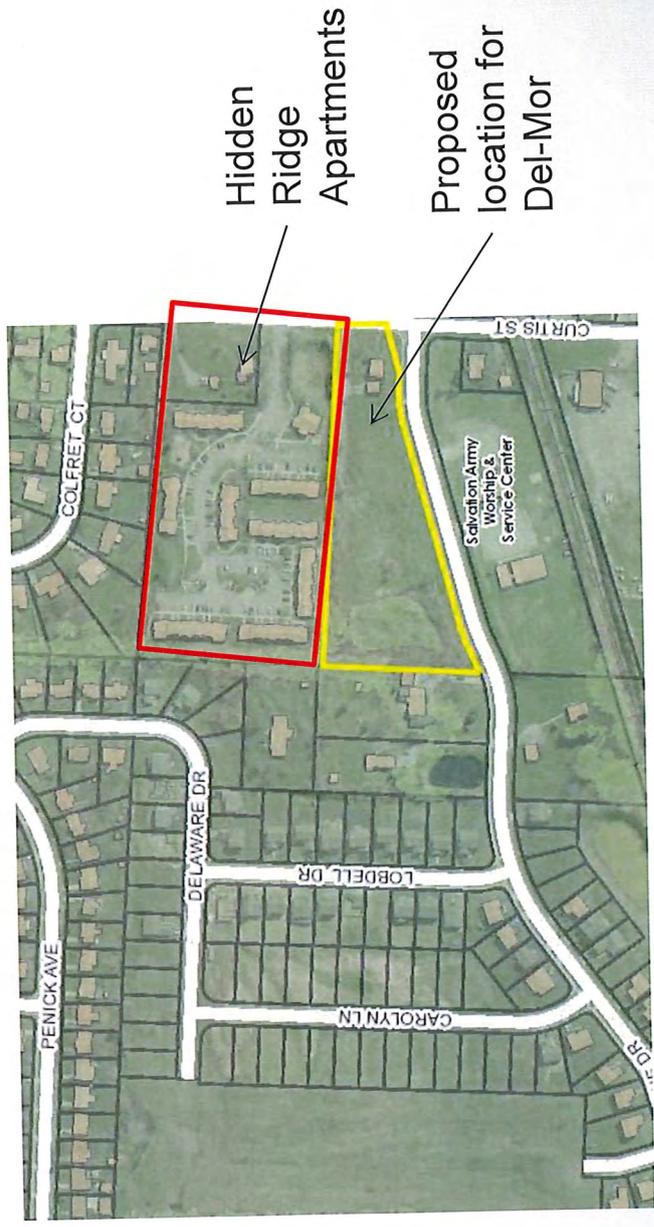
Page 1 of 20 Clear Filters Displaying records 1 - 30 of 387

# Land Suitability / Safety, Cont.

- Do the statistics from the LexisNexis crime map and the proximity of 14 registered sex offenders warrant reason for concern about safety as it relates to adding another densely populated housing facility in the proposed location?
- When Sarah and Rich Lester met with Mr. Wilson, he acknowledged that crime is an issue at the neighboring Hidden Ridge apartment complex and mentioned the possibility of building a fence.

# Land Suitability / Safety, Cont.

- If safety concerns are high enough to consider building a fence, doesn't that suggest this isn't the right location? How effective would a fence realistically be? Do any of the plans that have been put forth include a fence?



# Density

- Current zoning would require 12+ acres to accommodate the 48 units that are proposed.
- The land at 250 Curtis Street is ~3.6 acres.
- The density at Hidden Ridge is comparable to the proposed density; however, that type of zoning is outdated. What were the factors in determining why land should no longer be zoned that way?
- What is the reason for choosing a piece of property that would lead to such a significant increase in density compared to the current zoning?

# Opportunity to Purchase Property

- There were several other interested buyers at/around the time that Del-Mor Dwellings purchased the property at 250 Curtis Street. Why were other potential buyers discouraged from trying to buy the property because the rezoning process would be “too difficult?”

# Parking & Traffic

- Zoning requires 2 spaces per unit, but this proposal would only provide one per unit.
- It has been stated that the majority of residents will be non-drivers, hence, the assumption that significantly fewer parking spaces will be necessary as compared to a traditional apartment complex.
- Ohio Fair Housing law states that “Each one-bedroom apartment may have a maximum of two occupants, per local occupancy standard 123.45.”
- Other Del-Mor properties have multiple people living in one unit.
- Isn't it entirely possible that family members or spouses who do drive will cohabituate, even if though they're not on the lease?

# Parking & Traffic

- Do we know how many people on the waiting list drive? What's to say a resident who does not currently drive might drive in the future?
- Based on the number of units, there could be as many as 96+ cars in the parking lot for residents alone. While this is probably unlikely, it is possible.
- What about family and friends? Where will they park?
- The need for the number of parking spaces could very well be underestimated. It would make more sense to pick a piece of property big enough to allow for standard parking requirements.
- Is providing a number of parking spaces below the current standard consistent with providing equal treatment to all?
- What consideration has been given to the current street parking on Firestone and how the additional parking needs might impact it?

# Property Values

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.

- Many people have expressed concerns about the proposal. How can we be assured and that this will not have a negative impact on the values of nearby property if approved?

# Comprehensive Plan

- The “comprehensive plan’ [is] one of the valuable features of zoning laws from the point of view of equity; obviously the benefit of comprehensiveness is lost in the amending process.” – *Ernst Freund (noted American legal scholar and former Professor of Political Science and Professor of Law at University of Chicago)*
- What criteria justify consideration for changing the City’s Comprehensive Plan?
- Is the 250 Curtis Street truly the only possible property in Delaware County on which to build supportive living for people in need?
- The Comprehensive Plan is a critical part of the City’s vision for the future. What precedent will be set by changing such a fundamental document in order to serve one specific project? •
-

# Comparative Zoning

- “No petition by an interested property owner or owners or authorized agents of such owners shall be accepted by the City Planning Commission or City Council for rezoning of any land to a less restricted zone unless said land is subject [sic] to or directly across a street or alley from property which is already zoned in the same or less restricted zone as that to which said property is proposed to be rezoned.” Source: *American Planning Association*
- None of the neighboring properties have less restrictive zoning than that is being proposed at 250 Curtis Street. While the Hidden Ridge apartment complex is zoned for multi-family use and does indeed border the property to the north, the additional permits, amendments, etc. that are requested for 250 Curtis Street would result in far less restrictive usage if approved. Is it typical to allow rezoning that allows less restrictive zoning than adjacent properties?

# In Conclusion

- We have spent a great deal of time trying to understand what is being proposed, and how it could potentially impact our community. It came to our attention only a few days before the meeting on 2/7/18 that additional changes were being proposed. While we appreciate the efforts Del-Mor Dwellings has made to consider feedback from the community, we once again find ourselves in a position in which we are scrambling to investigate the details. We would appreciate having the opportunity to fully understand the most recent proposal with enough time to intelligently assess any potential impacts. When information is known by the developer in advance, but made available to the community at the last minute, the opportunity to fairly assess a proposal is compromised.

# In Conclusion, Cont.

- In prior meetings, statements related to “misunderstanding of mental illness” and “fear of those with mental disabilities” have essentially dominated discussions. As the decision to be made is about zoning, the concerns we are raising have nothing to do with who would reside in the proposed housing.
- There is undoubtedly a need for this type of supportive living facility, but it remains unclear why 250 Curtis Street would be considered the most appropriate location to fulfill this need, or how it is appropriate to take into account who may or may not be the clientele.

# Conclusion, Cont.

- Emotions are undoubtedly difficult to set aside; however, they do not have a place in determining the best/right usage of the land within our city. Focusing on specific examples of individual challenges and successes is not relevant when deciding whether or not to significantly alter the zoning of a piece of a piece of land.
- The majority of people who attend these meetings are either volunteers who sacrifice their time to represent our city, or residents who are looking after the best interest of our community. If decisions based upon emotions such as sympathy cannot be taken into account when making a decision on this proposal, could we please request that we not waste time discussing such matters?
- We do not feel that **drastically** changing the way in which existing land within the City of Delaware can be used in order to benefit one project/developer/cause does not warrant making a decision that does not take into account the greater good of the entire community. **What precedent would this set?**

# Conclusion, Cont.

- Taking care of those in need is unquestionably important, and working to provide supportive housing is an honorable mission; however, the best interest of **all** involved should be taken into consideration when proposing a solution. There are other options to evaluate outside of what is currently proposed, and it seems worth investigating why the location at 250 Curtis Street would be deemed the best choice.
- Based upon consideration of the appropriateness of the location in terms of density and safety of future tenants, alternative properties, parking/traffic considerations, and significance of changing the City's Comprehensive Plan, **we would like to officially request that Del-Mor Dwellings seek out a more suitable location, and that the proposal to rezone the property at 250 Curtis Street be denied.**

**Thank you very much for your time.**

**From:** [David M. Efland](#)  
**To:** [Elaine McCloskey](#)  
**Subject:** FW: Del-Mor Dwellings  
**Date:** Thursday, February 08, 2018 2:36:25 PM

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fyi

David M. Efland, AICP  
Director of Planning & Community Development

City of Delaware  
1 S. Sandusky St.  
Delaware, OH 43015  
[www.delawareohio.net](http://www.delawareohio.net)  
740-203-1600 - Phone  
740-203-1699 – FAX

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Home of [Ohio Wesleyan University](#)  
An Ohio Main Street Community – [Main Street Delaware](#)  
MONEY Magazine – [100 Best Places to Live in America 2017](#).  
Forbes Top 10 "Best Places to Raise a Family"  
An AARP "Livable Community"

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**From:** Julie Mannon **On Behalf Of** PlanningAndDevelopment  
**Sent:** Thursday, February 08, 2018 8:03 AM  
**To:** David M. Efland; Lance Schultz; Jordan Selmek  
**Subject:** FW: Del-Mor Dwellings

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**From:** Ryan Maus [<mailto:rdmaus@hotmail.com>]  
**Sent:** Wednesday, February 07, 2018 6:40 PM  
**To:** PlanningAndDevelopment  
**Subject:** Del-Mor Dwellings

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Hi,

I can't make it to the zoning meeting tonight 2/7. However, my family and I are strongly opposed to the proposal by Del-Mor dwellings to build a complex on Firestone Dr. and Curtis St. Please consider us and disapprove this project. Remember, we are constituents and our voices should be heard. Why not build it somewhere else. It is not wanted here!!!

Regards,

-Ryan Maus and Family

Sent from [Mail](#) for Windows 10

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January 26, 2018

Mr. David M. Efland, AICP  
Director of Planning & Community Development  
City of Delaware  
1 South Sandusky Street  
Delaware, OH 43015



Re: Del-Mor Dwellings Corporation Requests 2017-3115-3118

Dear Mr. Efland:

I refer to the Del-Mor Dwellings Corporation (Del-Mor) recent proposal for a 48 dwelling unit affordable housing development on a 3.64-acre parcel at 250 Curtis Street. I was personally unable to attend the public hearing on January 17, 2018. However, I have thoroughly reviewed the staff report and proposal available on the City of Delaware website, and respectfully request that the following comments be included in the official public record.

I have lived in the City of Delaware for the better part of the last 28 years, since Del-Mor was established in 1990. Over that time, I believe that what Del-Mor has done for this community is not a good thing – it is a great thing – and is one of the reasons so many find Delaware to be viable and attractive place to call home. I have seen estimates that nearly one out of five Americans has a disability of some kind. As Delaware continues to grow, I believe our community becomes that much stronger when we make room for those who commonly face a frustrating array of barriers when it comes to finding secure and affordable housing.

Del-Mor has indicated their stated mission is to create *high quality* (emphasis mine) supportive housing resources for disabled members of our community. From the land acquisition to its architectural design and landscape plan, Del-Mor has clearly made a significant investment of time and resources into the proposed housing development at 250 Curtis Street. I commend City staff for its detailed review of the Del-Mor proposal, and for noting the applicant's proven track record of building and maintaining its developments in the city in a manner that is consistent with the Planning and Community Development Department's mission to enhance our quality of life and to manage growth in accordance with the Comprehensive Plan.

I understand that area residents have expressed concerns over property values and "this type" of development in their neighborhood, with calls for a park on the site. There are at least three parks within one mile of 250 Curtis Street (e.g., Carson Farms Park, Marvin Lane Park, and Sunnyview PPG Park) available to local residents. I am not a city planner, but a park across the street from a manufacturing zone is not logical. I trust Del-Mor to address any residential concerns in their detailed final design, and urge city staff to move forward as soon as possible with formal approval of the Del-Mor proposal. There are 57 members of our community on a waiting list who are simply looking for a reasonable place to call home.

Brett Latta, 376 North Sandusky Street

**From:** [Kim Gepper](#) on behalf of [R Thomas Homan](#)  
**To:** [Elaine McCloskey](#)  
**Subject:** FW: Curtis Street  
**Date:** Wednesday, January 17, 2018 1:38:26 PM

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**From:** Jim Dietz [mailto:[jim.dietz.bear@gmail.com](mailto:jim.dietz.bear@gmail.com)]  
**Sent:** Wednesday, January 17, 2018 10:31 AM  
**To:** R Thomas Homan <[rthoman@delawareohio.net](mailto:rthoman@delawareohio.net)>  
**Cc:** Carolyn Riggle <[criggle@delawareohio.net](mailto:criggle@delawareohio.net)>  
**Subject:** Curtis Street

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I just read a post about a Planning and Zoning meeting tonight involving DEL- MOR Dwellings and Curtis Street (and your two emails were referenced in the posting, so I am emailing you)

As I get older, and given today's 'climate', I feel a need to start communicating with my leadership... so here goes (and I have youth group meetings from 5-8 every Wednesday, so I am unable to attend tonight)

While admittedly, I do not have any personal experience with DEL MOR, I know we need more living units referenced / described in the application for Curtis Street

I personally would be find with such a residential structure next to my house;

From a planning standpoint, they are not proposing to drop a 'high density' structure in the middle of a single family neighborhood.... there are numerous non-residential structures to the east, multi-family to the north, property owned by the Salvation Army to the south and one abutting residence to the west

I am not sure who is speaking for the future residents of this propped facility, so this is my 2 cents

Jim Dietz  
248 N liberty St  
Delaware, OH 43015

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**From:** Lisa Keller  
**To:** Elaine McCloskey  
**Subject:** FW: Rezoing of 250 Curtis Street  
**Date:** Wednesday, January 17, 2018 12:41:07 PM

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Lisa M. Keller  
City of Delaware  
Council Member; 2nd Ward  
(740) 203-1013  
lkeller@delawareohio.net

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From: Travis Irvan [tirvan@gmail.com]  
Sent: Tuesday, January 16, 2018 9:42 AM  
To: Lisa Keller  
Subject: Rezoing of 250 Curtis Street

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Councilwoman Keller,

I am writing to you to express concerns about the proposed rezoning of 250 Curtis Street. A number of people in my neighborhood, Curtis Farms, have concerns about this rezoning and would like to see this proposal be denied. I realize this request for rezoning is still at the Planning Commission level- <http://www.delawareohio.net/wp-content/uploads/20180117-planning-packet.pdf>- but wanted to bring it to your attention that this is a rezoning that your constituents do not want to see go through.

Thank you.

Travis Irvan

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**From:** [Lisa Keller](#)  
**To:** [Elaine McCloskey](#)  
**Subject:** FW: Re-zoning of 250 Curtis Street  
**Date:** Wednesday, January 17, 2018 12:43:30 PM

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Lisa M. Keller  
City of Delaware  
Council Member; 2nd Ward  
(740) 203-1013  
[lkeller@delawareohio.net](mailto:lkeller@delawareohio.net)

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**From:** Nick Slee [[nickdslee@gmail.com](mailto:nickdslee@gmail.com)]  
**Sent:** Monday, January 15, 2018 1:18 PM  
**To:** Lisa Keller  
**Subject:** Re-zoning of 250 Curtis Street

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Hi Lisa,

I am a homeowner in the Curtis Farms neighborhood and live very close to the 250 Curtis Street property (Live on carolyn lane). I noticed that area is up for rezoning in order to build an affordable housing development by Del-Mor dwelling. I wanted to let you know that I am not in favor of this re-zoning and that I believe it could be detrimental to the neighborhood. The increased traffic, potential increase in crime and the impact on our home values are all reasons that this re-zoning should not be approved. Please help my family and our neighborhood in not approving the re-zoning ammendment. If it passes and this development is built, we will be looking to live elsewhere. Thank you!

Nick Slee  
614-282-8402

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**From:** [Kim Gepper](#) on behalf of [R Thomas Homan](#)  
**To:** [Elaine McCloskey](#)  
**Subject:** FW: City Council Hearing Tonight  
**Date:** Wednesday, January 17, 2018 2:13:45 PM

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**From:** [chad@curtisfarmshoa.org](mailto:chad@curtisfarmshoa.org) [mailto:[chad@curtisfarmshoa.org](mailto:chad@curtisfarmshoa.org)]  
**Sent:** Wednesday, January 17, 2018 1:46 PM  
**To:** R Thomas Homan <[rthoman@delawareohio.net](mailto:rthoman@delawareohio.net)>; Carolyn Riggle <[criggle@delawareohio.net](mailto:criggle@delawareohio.net)>  
**Subject:** City Council Hearing Tonight

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Good Afternoon,

I wanted to reach out and voice a few of my concerns with the rezoning of 250 Curtis Street. These concerns have been expressed to me by my community as well as my concerns for my family.

When I moved to Delaware I did my homework before investing in a new home. The comprehensive plan for this lot was for a single family. So there were no concerns that this would ever be a multi-unit development at the entrance to my development. Now I'm faced with a care facility being built right on top of me. I would like to request that a Community Impact Assessment. I know that the builder stayed just under the 50 units to require this, but see that the in **1191.01. - General provisions** section a *CIA may be required, at the discretion of the Planning Director or the Planning Commission, for projects requiring rezoning, platting or development plan review where unique site conditions or project characteristics exist or when the proposed project will significantly impact on City services or facilities.* I think that this is a slam dunk case for this. This is very unique since there are so many zoning issues that they want passed and they don't have any units over 13. This is a big undertaking and should have an assessment done to see how it would affect the community.

Del-Mor Dwellings provides housing for residents with severe, persistently disabling mental illness. They are trying to put a development on Curtis street at the entrance of a large subdivision in Delaware. This development would require staffing to be on site 24/7 to monitor the residents. These aren't your normal residents that need assistance because they have physical disabilities, but mental issues. They don't mention this in the plans anywhere. They want everyone to believe that this is just for physically disabled residents. However, their website calls out that they provide housing for residents with severe, persistently disabling mental illness. Our kids bus stop is only 3 houses down from where this development would go. That has me deeply concerned that the residents staying in the outer buildings will have zero monitoring and other residents can go as they wish. I have a family member that has schizophrenia and depending on their mood or if they have taken their meds or not will decide how they interact with others. With our children waiting for the bus just 3 doors down I fear what could happen to them.

On Del-Mor's website they state that a 13 unit facility is the "sweet"spot. So why would we try and triple this on a lot that isn't built for that many people? Is this a good mixture to put residents with mental issues next to a complex that is well known for it's crime and drug

use? That just puts these new residents at risk to be taken advantage of or even have their medications stolen and sold on the streets.

Since they have a center unit that is monitored 24/7 and the houses on the outside of the center can go to this unit to eat this sounds more like like a "care facility" than a multi family development.

They want to change the zoning requirements in which you must provide a minimum of 600 square feet for rental housing, so they can build 450 square feet housing to squeeze 48 units on this property. This is all being done to get the tax credit and Government funding because they can't fit 48 units on this small lot unless they shrink down the rooms. Is that fair to the residents living there? Is that fair to the residents that already live there? We just received a tax hike not a decrease and this will only hurt our homes value.

Changing the zoning requirements of how many people can live on 3.64 acres. Currently 2.5 - 4 units per acre to 13.18 units per acre. Tripling the zoning requirements of what is aloud today. That throws up red flags everywhere. That is way too many buildings for that small of a lot. Then you through in our large development and I worry about the amount of traffic that will increase and can our utilities handle this volume?

Change the zoning requirement on how many parking spaces you need to provide per unit in order to add 48 units in total on the lot. So when they don't have enough parking than they will park along the streets making it hard to see coming and going from our development. I think that this is all being down to squeeze 48 units into this small lot so they don't loose out on the tax credits.

Could you also forward this email to the planning commissioner and city council? I want to make sure that nobody is blind sighted by what this builder is trying to do.

Please let me know if you have any questions or would like to talk about anything that I've brought up. i look forward to a response and will see everyone tonight at the hearing.

Chad

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## Lance Schultz

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**From:** Tom Wolber <tkwolber@owu.edu>  
**Sent:** Monday, January 22, 2018 3:26 PM  
**To:** Bruce Pijanowski; Adam Moore  
**Cc:** David M. Efland; Carolyn Riggle; Thomas Wolber  
**Subject:** Del-Mor Dwellings

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Hi Bruce:

Del-Mor Dwellings at 30 N. Franklin St. has proposed a new 48-unit development for people with disabilities at 250 Curtis St., at the corner of Curtis and Firestone. On 1/17, the Planning Commission discussed the project for almost 3 hours, only to table the decision until 2/7. Curtis Farms residents raised many objections. Reading between the lines of their statements, I sense an emotional fear of the unknown. Consciously or not, they seem to see physical, mental, and emotional disabilities as something that is potentially dangerous to the community and their children, and they don't want to see a Del-Mor facility in their neighborhood. One person mentioned the proximity of Schultz Elementary School as a safety issue, but that building is a mile away from the proposed site!

I have drafted a lengthy article about the issue, looking at it from all sides, and have a simple evidence-based question. What kind of interactions has the Delaware Police Department had with Del-Mor facilities such as the one at 241/243/245 Park Ave.? Have there been problems (e.g., crime and drugs)? Do Del-Mor occupants pose a danger to their neighborhoods or are they more likely to be victims themselves, as executive director Jim Wilson pointed out? I will also talk to Jim Wilson directly about their policies if and when someone does violate the rules; I can't imagine they would accept such an individual to the facility in the first place.

Thanks! I assume the Planning Commission (and eventually City Council) would also like to know the information you have on Del-Mor, so I would encourage you to share it with these entities as well.

Sincerely,

Tom Wolber  
1/22/18

**Lance Schultz**

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**From:** Carolyn Riggle  
**Sent:** Thursday, January 18, 2018 4:36 PM  
**To:** David M. Efland  
**Cc:** Elaine McCloskey  
**Subject:** Fwd: Concerned about re-zoning in my area

Sent from my iPhone

Begin forwarded message:

**From:** "Kurt A. Hildebrand" <[kurtahildebrand@gmail.com](mailto:kurtahildebrand@gmail.com)>  
**Date:** January 17, 2018 at 4:33:53 PM EST  
**To:** <[criggle@delawareohio.net](mailto:criggle@delawareohio.net)>  
**Subject:** Concerned about re-zoning in my area

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Dear Mayor Riggle,

My wife sent you an email earlier today expressing her concerns about the proposed re-zoning of the land on the corner of Curtis Street and Firestone Drive. I would like to second her comments (below), as I am equally worried about the potential impact to our community. We really need the assistance of legal counsel but were not aware of the proposal until very recently. Thank you for taking the time to read about the various reasons that I am so concerned.

Kind Regards,

Kurt Hildebrand  
119 Firestone Dr.  
Delaware, OH 43015

\*\*\*\*\*  
\*\*\*\*\*

Dear Mayor Riggle,

I am writing to you today regarding the re-zoning proposal for the land on the corner of Firestone Drive and Curtis Street. I am a resident of the Curtis Farms subdivision and live on Firestone Drive. I have spent the past few days researching the proposal, and I have serious concerns. First, the signs announcing the Planning and Development meeting were not put up until late last week, and for 4 days the sign on Firestone was facing the opposite direction from the road from the road. Because of this, it is highly unlikely that residents driving past it knew what the sign was for or noticed it at all. We have been trying to spread the word throughout the community to make sure people have had the

opportunity to learn about the proposal and attend tonight's meeting, but there are certainly many households that are still unaware. We have been scrambling to understand the changes that are being proposed, and while I think we have uncovered a great deal, we have not had time to obtain a lawyer to assist us. We feel that the proposed use of the property would have a significant impact on our community, and would like to request an extension.

Based on the information I have learned in the short amount of time I've had to research along with other members of our HOA, I have the following concerns:

- 1) Parking & Density – The normal requirement for parking in an apartment complex is 2 spaces per unit. The plan being proposed indicates only 1 parking space per unit is needed. If most of the residents are unable to drive, what about their visitors? Firestone Drive already has a lot of cars parked on the street. We can't afford to have even more. With respect to density, 13 units per acre is significantly more dense than what the current zoning would allow. The comprehensive plan says that land should be for medium density single family homes. We purchased our homes with the expectation that the land would remain as such.
- 2) Size of facility – I understand that Del-Mor Dwellings has a very good reputation, and I have no reason to believe that isn't the case; however, what Mr. Wilson is proposing would have significantly more units than any of Del-Mor's existing properties. This endeavor cannot be compared to any of the existing properties, and the size is very concerning.
- 3) Additional Impacts to Community – It is interesting that the number of units in the plan is 48, which is only 2 units below the number that would require a Community Impact Assessment. Could this be intentional? We are a large, growing community, and I would like to request the a CIA be completed. The proposed property does not seem compatible with the surrounding area.
- 4) The plan uses the term "multi family unit," yet the plan indicates that there will be staff members living there. There will also be a shared use area providing meals and other services to all residents. That is not typical of a multi-family housing unit. It seems that it would actually be a residential care facility with 48 residents, which would require a Conditional Use Permit since it is more than 8 people.

Could I ask that you please forward this email to the Planning Commissioner as well as City Council prior to tonight's meeting?

I appreciate your time, and trust that you will take these concerns into consideration. I feel strongly that we should have the opportunity to obtain adequate legal representation.

Respectfully,

Jessica Hildebrand  
119 Firestone Dr  
Delaware, OH 43015

Kurt A. Hildebrand  
119 Firestone Dr.  
Delaware, OH 43015-4251  
419-557-4515 Home  
937-681-3963 Cell

614-453-8719 Fax  
[kurtahildebrand@gmail.com](mailto:kurtahildebrand@gmail.com)

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## Lance Schultz

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**From:** Jim Wilson <jwilson@delmordwellings.org>  
**Sent:** Friday, January 12, 2018 4:22 PM  
**To:** Greg Barnes  
**Subject:** RE: Curtis and Firestone rezoning inquiry

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I'm glad for your reply Greg. I live locally and my office is in downtown Delaware. If you could offer an hour of your time, I would be glad to take you on a driving tour to see some other properties we have in Delaware. The tour would include our most recent new construction project completed in July, 2016, as well as the first new construction project I was involved in when I began my career with Del-Mor Dwellings in 1994, 23 long years ago. That project looks as good as the day it was built.

There is serious money that will be brought to the design/construction/maintenance of these very attractive/durable buildings. Some of the other neighbors I spoke with said they had confidence that we would take good care of the property because they noticed that after we purchased the property in June, 2016, the foot tall grass and weeds began to get mowed on a weekly basis and it began to look like a yard again.

I'm eager to tell you our organization's story, show you firsthand what our buildings look like, and provide you with confidence that we would be a great neighbor. Our project would great things visually for the entryway into Curtis Farms.

I look forward to your call. Again, I can be reached at 740-207-1339.

Jim Wilson, Executive Director  
Del-Mor Dwellings Corp.  
30 N. Franklin Street  
P.O. Box 1495  
Delaware, Ohio 43015  
Ph: 740-363-5562/877-295-0844  
Fax: 740-363-6736  
[jwilson@delmordwellings.org](mailto:jwilson@delmordwellings.org)

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**From:** Greg Barnes [mailto:Greg.Barnes@alliedmin.com]  
**Sent:** Friday, January 12, 2018 4:01 PM  
**To:** Jim Wilson  
**Subject:** Re: Curtis and Firestone rezoning inquiry

Hi Jim.

I appreciate you reaching out to me.

I was originally concerned about what the property was going to be rezoned to. I really didn't want to see apartments or low income housing going in. We have a lot of pride in Curtis farms, and didn't want to see the property values decline.

I don't know much about your type of business and how it would affect our neighborhood.  
Do you have any history on what you see 5+years after going in?

Thanks  
Greg

Sent from OWA on Android

---

**From:** Jim Wilson <[jwilson@delmordwellings.org](mailto:jwilson@delmordwellings.org)>  
**Sent:** Friday, January 12, 2018 3:43:53 PM  
**To:** Greg Barnes  
**Cc:** David M. Efland  
**Subject:** RE: Curtis and Firestone rezoning inquiry

Hello Greg,

I would be glad to meet with you individually, or as a group with other Firestone Drive neighbors who would like to know more about Del-Mor Dwellings and this prospective project at a time convenient to you. I can be available anytime this weekend, or on Monday or Tuesday prior to the Planning Commission on Wednesday. I have already met with three neighbors most proximate to the 250 Curtis Street site.

Del-Mor Dwellings is a nonprofit organization based in Delaware, and has been providing supportive housing resources to members of the Delaware community for the past 27 years. We are an organization committed to operational excellence, and place great importance on our neighbor relationships in the communities where we have a presence.

If you would like to suggest a place and time to meet, I will be sure to make myself available. Please feel free to call my cell phone number: 740-207-1339.

Thank you for reaching out. In a large subdivision like Curtis Farms it is difficult to determine who may have an interest and who does not.

Jim Wilson, Executive Director  
Del-Mor Dwellings Corp.  
30 N. Franklin Street  
P.O. Box 1495  
Delaware, Ohio 43015  
Ph: 740-363-5562/877-295-0844  
Fax: 740-363-6736  
[jwilson@delmordwellings.org](mailto:jwilson@delmordwellings.org)

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**From:** David M. Efland [<mailto:defland@delawareohio.net>]  
**Sent:** Friday, January 12, 2018 2:10 PM  
**To:** 'ggb@alliedmin.com'  
**Cc:** Jordan Selmek; Jim Wilson  
**Subject:** Curtis and Firestone rezoning inquiry

Greg – Thank you for contacting us. We are just publishing the Planning Commission packet including this case as I write this. Once completed I will forward a completely copy or send a link where you can down load the full information. Would you kindly give me call to discuss any other questions you might have so that I might know exactly how I can serve you best and perhaps just answer any zoning related questions expeditiously? My contact information is below.

Also, copied here is Jim Wilson of Del-Mor Dwellings who is the applicant for the proposed development in this case. It might be best to discuss with him directly any questions about his development as well.

David M. Efland, AICP  
Director of Planning & Community Development

City of Delaware  
1 S. Sandusky St.  
Delaware, OH 43015  
[www.delawareohio.net](http://www.delawareohio.net)

740-203-1600 - Phone  
740-203-1699 - FAX

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Home of Ohio Wesleyan University  
An Ohio Main Street Community - Main Street Delaware  
MONEY Magazine - 100 Best Places to Live in America 2017.  
Forbes Top 10 "Best Places to Raise a Family"  
An AARP "Livable Community"

Dear Dave,

I just received a call from Greg, a resident on Firestone, who is inquiring about the details of the rezoning at Curtis and Firestone. He would like some of the details of the project so he and his neighbors could be better informed before the meeting. His contact e-mail is [ggb@alliedmin.com](mailto:ggb@alliedmin.com)

Thanks!

Jordan A. Selmek  
Zoning Officer

City of Delaware  
1 S. Sandusky St.  
Delaware, OH 43015  
[www.delawareohio.net](http://www.delawareohio.net)  
740-203-1600 - Phone  
740-206-1699 - Fax

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## Lance Schultz

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**From:** David M. Efland  
**Sent:** Thursday, January 25, 2018 4:12 PM  
**To:** Elaine McCloskey; Lisa Keller  
**Cc:** 'stacy simpson'  
**Subject:** RE: Del-Mor Complaint

Thank you Elaine. He has a call into my voice mail that I just simply have not had an opportunity to return but it sounds like you captured his issues herein.

David M. Efland, AICP  
Director of Planning & Community Development

City of Delaware  
1 S. Sandusky St.  
Delaware, OH 43015  
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**From:** Elaine McCloskey  
**Sent:** Thursday, January 25, 2018 4:09 PM  
**To:** David M. Efland; Lisa Keller  
**Cc:** 'stacy simpson'  
**Subject:** Del-Mor Complaint

I received a call from a Craig Campbell today regarding Del-Mor Dwellings. He lives at 183 Curtis Street and is concerned over the potential development. I provided him with information regarding the past Planning Commission meeting and he states that he did watch it on YouTube. I also let him know that the full packet was available on the website and provided him with information on the Work Session and the schedule for both Planning and Council.

Throughout the conversation he mentioned a few things:

1. He was concerned that there would be a guard rail placed on Curtis street to keep the residents that reside at Del-Mor from walking into the road.
2. He is concerned that they have a lock down period and that they could overpower staff and get lost.
3. He is worried about the safety of his family in the event that there is an incident.

I encouraged him to attend the meetings so that he could receive first hand knowledge. If you want to reach out to him his number is 614-947-9624.

Thank you,

Elaine McCloskey  
City Council Clerk  
City of Delaware  
1 S. Sandusky St.  
Delaware, Ohio 43015  
740-203-1013 office  
740-203-1024 fax  
[www.delawareohio.net](http://www.delawareohio.net)

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## Lance Schultz

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**From:** David M. Efland  
**Sent:** Friday, January 26, 2018 2:00 PM  
**To:** 'Sarah Lester'  
**Subject:** RE: Meeting 1/29 Del-Mor  
**Attachments:** 20180129 planning work session.pdf

Sarah - per your request attached is the Commission Work Session packet and attached materials including the start of questions/discussion items. Have a wonderful weekend -I know I need the rest!

David M. Efland, AICP  
Director of Planning & Community Development

City of Delaware  
1 S. Sandusky St.  
Delaware, OH 43015  
[www.delawareohio.net](http://www.delawareohio.net)  
740-203-1600 - Phone  
740-203-1699 – FAX

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Forbes Top 10 "Best Places to Raise a Family"  
An AARP "Livable Community"

-----Original Message-----

**From:** Sarah Lester [<mailto:sarah.lester@rapidassemblyllc.com>]  
**Sent:** Thursday, January 25, 2018 7:38 AM  
**To:** David M. Efland  
**Subject:** Re: Meeting 1/29 Del-Mor

---

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

Thank you ☺

Thank you and have a wonderful day,  
Sarah Lester

> On Jan 25, 2018, at 6:40 AM, David M. Efland <[defland@delawareohio.net](mailto:defland@delawareohio.net)> wrote:  
>

> Hi Sarah. Thanks for the update. Glad to hear you had an opportunity to connect with Jim. Yes. We hope to have some basic questions that I received from commissioners or that I noted at the hearing. If and when finalized I will send out to Jim, you, and obviously the commission.

>

> David Efland

>

> (sent from my mobile device - please excuse typos and auto fill in mistakes)

>

> -----Original Message-----

> From: Sarah Lester [sarah.lester@rapidassemblyllc.com]

> Received: Wednesday, 24 Jan 2018, 10:48PM

> To: David M. Efland [defland@delawareohio.net]

> Subject: Meeting 1/29 Del-Mor

>

>

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

>

>

> Hello Dave,

> I hope all is well. I wanted to touch base with you in regards to Curtis Farms, and Del-Mor. I met Jim today, and spent several hours touring the properties. I did ask him again how many properties he has in Delaware. He didn't know that answer, he only knew the number of total units. The properties were in good shape. Jim mentioned you would be emailing him a list of questions that will be asked or discussed in Monday's meeting. Could you send me that list as well? Also, I would like to get confirmation on the time of the meeting on 1/29. Look forward to hearing from you.

>

>

> Thank you and have a wonderful day,

> Sarah Lester

>

>

>

>

> 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.

**From:** [Sarah Lester](#)  
**To:** [Elaine McCloskey](#); [Carolyn Riggle](#); [Lisa Keller](#)  
**Subject:** [BULK] Curtis Farms HOA Part 1  
**Date:** Friday, February 02, 2018 12:21:50 AM  
**Attachments:** [Part 1 We want to ask the committee to turn this project down on the simple fact of the Comprehensive Future Plan Map shown below.pdf](#)  
**Importance:** Low

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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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Hello,

I hope all is well. I tried to send this attachment the morning of the work session to all the emails I could find for the committee. The file was too large, and was rejected. There were a few things brought up at the work session meeting I would like to address as well.

~Law allows aide or friend / spouse to live in the apartments. But they are using the fact that there is only one bedroom to justify the more dense population despite the fact that two could live there because of marriage or having an aide.

On my tour with Jim he introduced me to couples in units.

~From my understanding with Park ave 4 buildings 18 units is 2 separate apartment complexes. They are neighboring complexes. The parking lot was laid out before Del-Mor took over, and is larger than what he would build for a new property.

~Jim, and I do agree that where there are people, there will always be a need that never stops. We can only do our best to help who we can.

~This apartment complex will not be helping only Delaware's needs, but surrounding county citizens as well.

~The properties I visited were well maintained, no band-aids were used that I saw. I told him that he can manage smaller buildings very well! I commend him for his work.

~ I don't believe the right amount of thought went into where these units are proposed.

~I'm not sure why we spend the time, energy, and funds to make a Comprehensive Future Plan Map if it can be dismissed/changed/ignored by the planning and development department so easily.

Thank you for your time,  
Sarah J. Lester  
Curtis Farms HOA  
614-787-2546  
[Sarah.Lester@rapidassemblyllc.com](mailto:Sarah.Lester@rapidassemblyllc.com)

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.

**Dear Committee,**

**We are asking you to please read over this information before making a decision. We have been researching as much as we can while still working, and dealing with life. We will continue to research, and send all findings. Make no doubt, the surrounding areas are AGAINST the changes that are asked by Del-Mor.**

**1123.03. - Purpose.**

The purpose of this Zoning Ordinance is to promote and uphold the public health, safety, general welfare and morals of the City through regulation of the use of land and of the type, size and use of structures. More specific purposes are to:

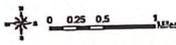
- B. Ensure and **encourage the most appropriate use of land to stabilize and preserve property values.** to protect against congested and unsafe traffic conditions, to provide safety from hazards such as fire, flood, water and air contamination, and to guarantee adequate light and air and open space to all residents of the City.
- E. Regulate and restrict the location, bulk, height, design and land coverage of buildings to protect the character and value of the City's residential, business, industrial, **institutional** and recreational areas.
- F. Regulate the area and **dimension of lots, yards and other open spaces.**
- G. Regulate and limit the **density of population to prevent overcrowding of the land and excessive concentration of the population.**
- H. Ensure efficient traffic circulation, manage congestion on the streets and improve public safety by locating buildings and uses adjacent to streets in such a manner that they will cause the least interference with, and be damaged least by, traffic movements.
- I. Facilitate development of land uses according to a **comprehensive design** that ensures the availability of and provision for adequate traffic capacity, water and sewer service, schools, public parklands and other such public facilities.

**“Comprehensive Future Plan Map”, and County Auditor “Use Code”  
shown below.**

**Future Land Use Map  
COMPREHENSIVE PLAN**

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #90EE90; border: 1px solid black; margin-right: 5px;"></span> Agriculture/Rural Residential</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFFF00; border: 1px solid black; margin-right: 5px;"></span> Very Low Density Single-Family</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> Low Density Single-Family</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FFA500; border: 1px solid black; margin-right: 5px;"></span> Moderate Density Single-Family</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF8C00; border: 1px solid black; margin-right: 5px;"></span> High Density Single-Family</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF69B4; border: 1px solid black; margin-right: 5px;"></span> Low Density Multi-Family</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF4500; border: 1px solid black; margin-right: 5px;"></span> Moderate Density Multi-Family</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #800000; border: 1px solid black; margin-right: 5px;"></span> High Density Multi-Family</li> </ul>	<b>DENSITY</b>	<b>PREFERRED ZONING FOR UNDEVELOPED SITES</b>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF0000; border: 1px solid black; margin-right: 5px;"></span> Mixed Use</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF0000; border: 1px solid black; margin-right: 5px;"></span> Commercial</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #FF0000; border: 1px solid black; margin-right: 5px;"></span> Office/Flex Office</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #0000FF; border: 1px solid black; margin-right: 5px;"></span> Institutional</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #0000FF; border: 1px solid black; margin-right: 5px;"></span> Light Manufacturing</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #0000FF; border: 1px solid black; margin-right: 5px;"></span> Heavy Manufacturing</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #008000; border: 1px solid black; margin-right: 5px;"></span> Major Open Space</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: #008000; border: 1px solid black; margin-right: 5px;"></span> Floodplains/Major Greenways</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid blue; margin-right: 5px;"></span> Streams and Rivers</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid black; margin-right: 5px;"></span> Existing Arterials</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px dashed black; margin-right: 5px;"></span> Proposed Arterials</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px dotted black; margin-right: 5px;"></span> Generalized Future Corporate Boundary</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px solid black; margin-right: 5px;"></span> Railroads</li> <li><span style="display: inline-block; width: 15px; border-bottom: 1px dotted black; margin-right: 5px;"></span> Planning Area</li> </ul>
	Less than 1 du/ac	A-1		
	1-2 du/ac	ER-1 and ER-2		
	2-3.25 du/ac	R-1 and R-2		
	3.25-4.75 du/ac	R-3 and R-4		
	4.75-7.25 du/ac	R-5, R-6, and R-7		
	6-8 du/ac	R-5		
	8-10 du/ac	R-6		
	10+ du/ac	R-7 and R-8		

*Residential projects are encouraged to mix dwelling types in meeting the density designation.*




Adopted: 03/08/04 Ord. 04-024  
 08/23/04 Ord. 04-132  
 09/27/04 Ord. 04-143  
 12/13/04 Ord. 04-197  
 03/28/05 Ord. 05-021

05/23/05 Ord. 05-041  
 04/24/06 Ord. 06-052  
 05/08/06 Ord. 06-059  
 01/22/07 Ord. 06-141



**Delaware County Auditor site  
Use Code for 250 Curtis St.**

“511” Meaning: Taxable residential real property  
 “Single Family Dwlg” A **stand-alone house** (also called a **single-detached dwelling, detached residence or separate house**) is a free-standing residential building. Sometimes referred to as a **single-family home**, as opposed to a multi-family residential dwelling.

<b>Property Information</b>		
<b>Parcel Number</b>	519-344-16-044-000	<b>Property Address:</b>
<b>Owner Name</b>	DEL MOR DWELLINGS CORP	250 CURTIS ST
<b>Owner Address</b>	250 CURTIS ST DELAWARE OH 43015	DELAWARE OH 43015
<b>Tax District</b>	14 DELAWARE CORP	
<b>School District</b>	2103 DELAWARE CSD	
<b>Neighborhood</b>	14187 Del Corp 187	<b>Tax Payer Address:</b>
<b>Use Code</b>	511 Single family Dwlg Unplat 0-09.99 acres	DEL MOR DWELLINGS CORP
<b>Acres</b>	3.63900	PO BOX 1495
<b>Description</b>	LANDS 19 5 3 19	DELAWARE OH 43015
		USA

**1148.02. - General criteria for all conditional uses.**

**B. Will not be detrimental to property values in the immediate vicinity.**

Statistics Source: <https://www.realtor.com/news/trends/things-that-affect-your-property-value/>

High concentration of renters

**The drag:** 13.8%

Does a cluster of rental buildings—or lots of them—lower the property value in a neighborhood? Many homeowners have pondered this. While it's hard to do an analysis down to every property, we found that ZIP codes with a higher-than-average concentration of renters have lower property values compared to the county they are located in—by 14%. The data are from the [American Community Survey](#).

**If a home value is \$250,000 by approving this, homeowners can lose \$34,500(+/-) of their investment.**

(This doesn't calculate the loss due to the Stigmatism associated with mental illness)

After the first Planning meeting, we as a community were a little confused as to why the majority of what Jim Wilson, and his supporters were discussing wasn't about the current 4 proposals, but of disabilities. We wanted to understand why so much time was spent on Disability. We found Del-Mor's form 990, where we found under "Summary" the term "Severe Persistent Disabling Mental Illness"

Source: IRS

eFile GRAPHIC print - DO NOT PROCESS   As Filed Data -		DLN: 93493034004007	
<b>Form 990</b> Department of the Treasury Internal Revenue Service		<b>Return of Organization Exempt From Income Tax</b> Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations) ▶ Do not enter social security numbers on this form as it may be made public ▶ Information about Form 990 and its instructions is at <a href="http://www.irs.gov/irm990">www.irs.gov/irm990</a>	
		OMB No 1545-0047 <b>2015</b> Open to Public Inspection	
<b>A For the 2015 calendar year, or tax year beginning 07-01-2015, and ending 06-30-2016</b>			
<b>B Check if applicable:</b> <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/term noted <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending		<b>C Name of organization:</b> Del-Mor Dwellings Corp  <b>Doing business as:</b>  <b>Number and street (or P O box if mail is not delivered to street address):</b> Room/suite PO Box 1495  <b>City or town, state or province, country, and ZIP or foreign postal code:</b> Delaware, OH 43015	
		<b>D Employer identification number:</b> 31-1302382  <b>E Telephone number:</b>  <b>G Gross receipts \$:</b> 1,370,951	
<b>I Tax-exempt status:</b> <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no ) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>H(a) Is this a group return for subordinates?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b) Are all subordinates included?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No," attach a list (see instructions)	
<b>J Website:</b> ▶ N/A		<b>H(c) Group exemption number ▶</b> <b>L Year of formation:</b> 1990 <b>M State of legal domicile:</b> OH	
<b>K Form of organization:</b> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶			
<b>Part I Summary</b>			
<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities The organization provides rent assisted permanent supportive housing to persons living w/ severe persistent disabling mental illness. Approximately 53,000 days of housing were provided to 160 persons in a four county area.		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a) . . . . .		<b>3</b> 7
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) . . . . .		<b>4</b> 7
	<b>5</b> Total number of individuals employed in calendar year 2015 (Part V, line 2a) . . . . .		<b>5</b> 12
	<b>6</b> Total number of volunteers (estimate if necessary) . . . . .		<b>6</b>

Source for related terms:

[https://nrepp.samhsa.gov/Docs/Literatures/Behind the Term Serious%20Mental%20Illness.pdf](https://nrepp.samhsa.gov/Docs/Literatures/Behind%20the%20Serious%20Mental%20Illness.pdf)

*Related terms:* chronic mental illness, severe and persistent mental illness, serious and persistent mental illness, severe mental illness, schizophrenia, schizoaffective disorders, delusional disorder, manic-depressive disorder, major depressive disorder, bipolar and related disorders, psychotic disorders, posttraumatic stress disorder, obsessive-compulsive disorder, substance use disorders, eating and feeding disorders, affective disorders, and mood disorders

Source: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2435074/>

## **Overview of the Severe and Persistent Mental Illnesses**

“Severe and persistent mental illness” is a term that is commonly used to refer to a collection of mental disorders that usually affect people in early adulthood and often have profound effects on family relations, educational attainment, occupational productivity, and social role functioning over the life course. Disorders typically subsumed under this rubric include schizophrenia, schizoaffective disorder, bipolar disorder, major depression, autism, and obsessive-compulsive disorder. Taken together, these disorders affect at least 2.8% of population, or 5 million people (National Advisory Mental Health Council [NAMHC], 1995).

When a homeowner is asked by a potential buyer “What is that place?” and reply would be “A Severe Persistent Disabling Mental Illness housing for low-income”

Stigmatizing attitudes toward people with mental illness are common, unfairly so, but common. This will be a factor that not only devalues our home, but also make it much more difficult to sell our homes if you approve development.

- A. Density - the degree of compactness for such vast number of units.
  - o Just too many units per acre
  - o Current zoning would require 12 acres in order to build 48 units, yet proposed site is 3.64 acres.
  - o In addition to density, Del-Mor does not operate any facilities that are even close to number of units proposed for the property
  - o Density does not allow for any real green space for recreational activity on the property
- B. Not a suitable location
  - o Crime rate of area Hidden Ridge, Del-mor (Jim Wilson) acknowledged high crime there. Jim proposed building a fence to divide area between Hidden Ridge, and 250 Curtis St.
    - o Where exactly would the fence be? Would it be around the entire facility?
    - o How high would this fence be?
    - o A DATA bus stop has been added by the entrance of Hidden Ridge, and the bus line is expected to be used by the majority of the residents, as it is believed that few will drive. How effective would a fence actually be if tenants will still spending time in close proximity, outside of the fence?
  - o There isn't shopping, any outdoor space, or activities outside. There are railroad tracks across the street, ponds, and industries with heavy equipment.

- Increased traffic and need for parking
- Safety for all tenants, and neighbors!

C. Timing

- A re-zoning proposal usually requires 3 meetings (is this 3 meetings with City Council or Commissioners?) Mr. Wilson is requesting to have an exception made to only require 1 meeting.
- Commissioners made it clear on meeting on 1/17 that this request requires a significant amount of information to be reviewed
- What is the justification for trying to fast-track the approval?

D. In an email to the City Officials on 1/24, Mr. Wilson asked the following question:

“ If Del-Mor Dwellings and it’s residents were creating public safety or any other kind of problems for our community and our neighborhoods during its 28 year operating history, then why over this extended period of time have these ill effects not been a topic of public discussion, earning the ire of our neighbors, scrutiny by law enforcement, and the critical attention of officials and opinion leaders in the community?”

- Is it fair to imply that the 48 units Del-Mor is asking to build are a fair comparison to his existing properties? The safety of the community has been mentioned, but shouldn’t the safety of the tenants be taken into account as well?

E. 1147.04. Section B states ..

- At a minimum, the standards shall address lot size, Density
- lot frontage, setbacks, Pond security for neighboring children is a safety concern for distance from sidewalks. Phase 2 is it set back to current standards on Curtis?
- Building height - The height of the 3 buildings holding 8 units each will they supersede the houses in the neighborhood?
- Parking needs to stick with the standards, due to the lack of overflow parking. 2 per unit for future purpose.
- Signage, What type of signage and location?

F. 1171.04. - Performance standards.

- No land or structure in any district shall be used or occupied in any manner to create a dangerous or objectionable condition, substance or element, in such a manner or in

Source: <http://www.newgeography.com/content/003945-health-happiness-and-density>

*A significant health issue relates to the scourge of Mental Illness. There is convincing evidence showing adverse mental health consequences from increasing density.*

*A monumental Swedish study of over four million Swedes examined whether a high level of urbanization (which correlates with density) is associated with an increased risk of developing psychosis and depression. Adjustments were made to cater for individual demographic and socio-economic characteristics. It was found that the rates for psychosis (such as the major brain disorder schizophrenia) were 70% greater for the denser areas. There was also a 16% greater risk of developing depression. The paper discusses various reasons for this finding but the conclusion states: "A high level of urbanisation is associated with increased risk of psychosis and depression".*

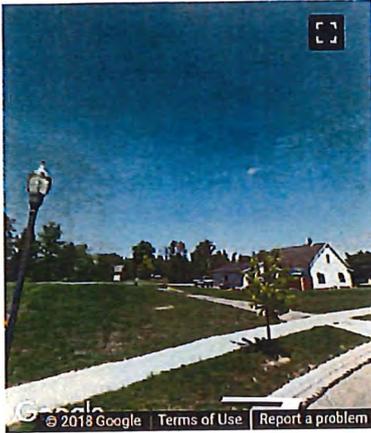
*Another analysis, in the prestigious journal Nature, discusses urban neural social stress. It states that the incidence of schizophrenia is twice as high in cities. Brain area activity differences associated with urbanisation have been found. There is evidence of a dose-response relationship that probably reflects causation.*

*There are adverse mental (and other) health consequences resulting from an absence of green space. After allowing for demographic and socio-economic characteristics, a study of three hundred and fifty thousand people in Holland found that the prevalence of depression and anxiety was significantly greater for those living in areas with only 10% green space in their surroundings compared to those with 90% green space.*

I looked up a few Del-Mor Dwelling locations, surrounding SFH value, and Walk Scores. All sources for this data is found on Zillow.com

250 Curtis St Walk Score 13 out of 100.

### About this Location



250 Curtis Street has a Walk Score of 13 out of 100. This location is a Car-Dependent neighborhood so almost all errands require a car.

This location is in Delaware. Nearby parks include Marvin Lane Park, Roy Rike Field and Blue Limestone Park.

This isn't a good option for people that don't drive.



## 241 Park Avenue

Delaware, Ohio, 43015

Commute to Downtown Delaware

2 min 3 min 14 min View Routes

Favorite Map Nearby Apartments

[More about 241 Park Avenue](#)

**Walk Score 57** Somewhat Walkable  
Some errands can be accomplished on foot.

[About your score](#)  
[Add scores to your site](#)



## 241 Park Avenue



## 167 Lake Street

Delaware, Ohio, 43015

Commute to [Downtown Delaware](#)

🚶 2 min 🚲 4 min 🚗 17 min [View Routes](#)

[Favorite](#) [Map](#) [Nearby Apartments](#)

[Looking for a home for sale in Delaware?](#)

Walk Score  
**49**

**Car-Dependent**

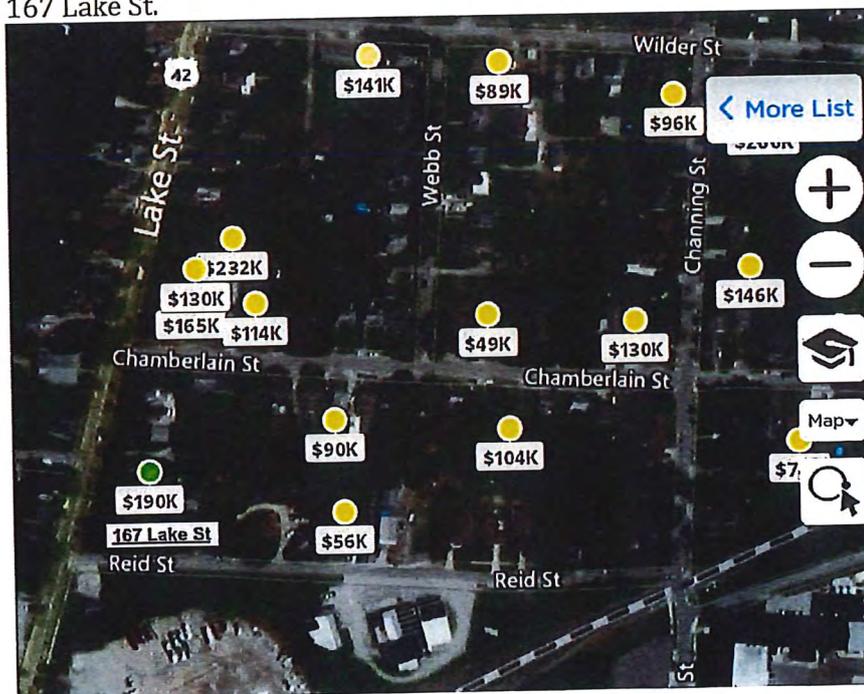
Most errands require a car.

[About your score](#)

[Add scores to your site](#)



## 167 Lake St.



### 102 Potter Street

Delaware, Ohio, 43015

Commute to Downtown Delaware

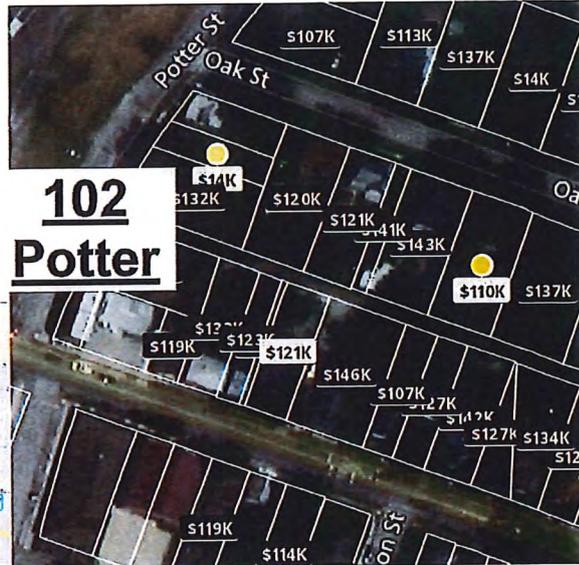
2 min 4 min 17 min View Routes

Favorite Map Nearby Apartments

Looking for a home for sale in Delaware?

**Walk Score 53** Somewhat Walkable  
Some errands can be accomplished on foot.

About your score  
Add scores to your site



### 36 South Washington Street

Delaware, Ohio, 43015

Commute to Downtown Delaware

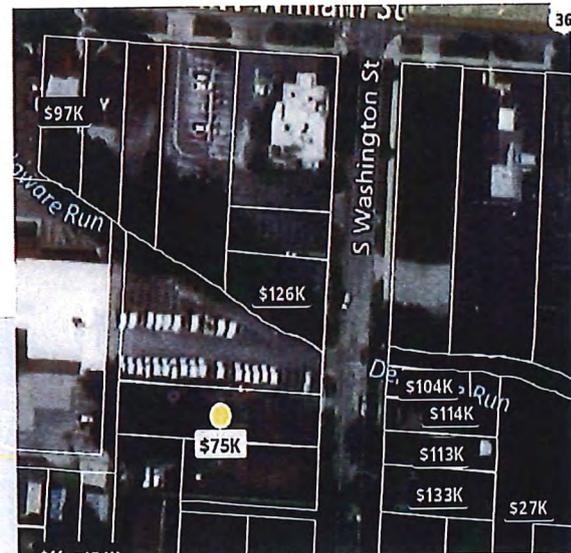
1 min 3 min 1 min 5 min View Routes

Favorite Map Nearby Apartments

Looking for a home for sale in Delaware?

**Walk Score 88** Very Walkable  
Most errands can be accomplished on foot.

About your score  
Add scores to your site



<https://www.zillow.com>

In closing, the majorities of the surrounding areas are against the changes that are proposed by Del-Mor for 250 Curtis St Delaware, Ohio 43015.



## PLANNING COMMISSION / STAFF REPORT

CASE NUMBER: 2017-3115-3118

REQUEST: Multiple Requests

PROJECT: Del-Mor Dwelling Corporation

MEETING DATE: January 17, 2018

### APPLICANT/OWNER

Del-Mor Dwellings Corporation  
30 North Franklin Street  
Delaware, Ohio 43015

### REQUEST

2017-3115: A request by Del-Mor Dwellings Corporation for approval of a Rezoning Amendment to allow a PMU (Planned Mixed Use Overlay District) at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 48 dwelling unit affordable housing development.

2017-3116: A request by Del-Mor Dwellings Corporation for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 48 dwelling unit affordable housing development.

2017-3117: A request by Del-Mor Dwellings Corporation for approval of a Preliminary Development Plan for an actively owned and managed 48 dwelling unit affordable housing development at 250 Curtis Street on the north side of Firestone Drive approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District).

2017-3118: A request by Del-Mor Dwellings Corporation for approval of a Comprehensive Plan Amendment on the Future Land Use Map from Medium Density Single Family to Mixed Use at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District) for an actively owned and managed 48 dwelling unit affordable housing development.

### PROPERTY LOCATION & DESCRIPTION

The subject 3.64 acre site is located at 250 Curtis Street and just north of Firestone Drive. The subject site is zoned PO/I Planned Office/Institutional). The property to the north is zoned R-5 PUD (Multi-Family Residential District with a Planned Unit Development Overlay District), the property to the south is zoned R-3 (One-Family Residential District), the property to the east is zoned M-2 (General Manufacturing District) and the property to the west is zoned A-1 (Agricultural District).

### BACKGROUND/PROPOSAL

The project is located on the north side of Firestone Drive on a 3.64 acre parcel at 250 Curtis Street. The parcel is owned by Del-Mor Dwellings Corporation, a charitable nonprofit organization established in 1990 with a mission to create high quality supportive housing resources in partnership with other community organizations. They have successfully acted upon this mission through development of several housing sites within the City of Delaware. Del-Mor Dwellings housing sites are developed and actively managed by them offering the opportunity for vulnerable, disabled members of the community to establish safe, decent and affordable housing designed to meet their needs as well as providing supportive services. Del-Mor Dwelling has owned the subject parcel since June 2016 acquiring it from the previous owner Amvets Post 102 according to County records.

The proposed development would be divided into two phases for a total of 48 single bedroom rental units for a technical dwelling unit density of 13.18 units per acre at full build out. However, it is important to realize due to the nature of the use proposed, the development, and the needs of the future occupants, each unit is a small studio or one bedroom unit (450 to 650 square feet). Each of the stand-alone buildings therefore is only slightly larger in building footprint than a typical single family house. The express purpose of the development is not traditional market rate rental units but rather rental units expressly established to provide high quality yet affordable housing opportunities and supportive services for Del-Mor Dwellings clients who generally are disabled members of our community and of lower income.

In Phase 1 the existing house and detached garage at 250 Curtis Street would remain while a one story, eight unit building and three, two-story, eight unit buildings would be constructed just west of the existing house. There would be a total of 32 small single bedroom units in Phase 1, averaging about 600 sq. ft. per unit. Phase 2 would require the existing house and garage to be razed along with eliminating the curb cut on Curtis Street. Two eight unit apartment buildings that would be two-stories each would be constructed in this area east of the main

building along with 14 additional parking spaces. Phase 2 would be likely constructed in 3 to 5 years after Phase 1 is constructed and would include small one bedroom units of approximately 650 sq. ft. each.

#### STAFF ANALYSIS

- **COMPREHENSIVE PLAN:** The Comprehensive Plan Future Land Use Map recommends a future land use of Medium Density Single Family for the subject site in the Delaware Run Sub-Area while the applicant is proposing a Mixed Use designation to allow the multi-family use, office use, wellness area and educational and support services uses within the main building. The medium density single family designation definition indicates single family housing in subdivisions at a gross density between 2.5 to 4 units per acre which includes landscaped entries and private open space is the suggested development type while a mixed use designation is defined as a mix of land uses on an individual site that provides a transition to adjacent land uses, using creative site design approaches.

Specific to the Comprehensive Plan sub-area in which the property is located, the Delaware Run Sub-Area, the Comprehensive Plan contains the following land use recommendations that are applicable to this site:

- LU27.1 The completion of current residential developments is supported. The construction of new residential developments is supported if the densities are consistent with the recommendations of the Future Land Use Map.
- LU27.5 Institutional uses, such as senior residential, are supported in the subarea.

The Comprehensive Plan has several other particularly relevant goals, objectives, and strategies related to this unique case as listed below for consideration.

#### Land Use Element – Supporting Principals

5. Neighborhoods will continue to integrate a mix of people and housing; development in older neighborhoods will be consistent with the type and density of the neighborhood; new developments will include a mix of housing types and will encourage connectivity and walking.
6. Mixed use, traditional development and clustered patterns will be emphasized; transit-oriented development will be promoted concurrently with the extension of commuter or light rail.
7. Natural systems, such as the Olentangy River system and woodlands, will be conserved and integrated into adjacent development in ways that minimize negative impacts and provide for a healthy ecosystem.
8. As the City grows outward to accommodate new growth, it will also strongly encourage growing inward through redevelopment and reinvestment in older areas.

#### Table M. Land Use Locational Criteria – City of Delaware

- Single-Family Residential - Locate on level to rolling landscape; Buffer from arterials with landscaping buffers 50 feet in width; Serve by civic and institutional uses; Incorporate neighborhood parks and playgrounds; Interconnect with adjacent neighborhoods, neighborhood-scale retail, schools, parks, and civic uses.
- Multi-Family Residential – Use as transition between single family and other uses; May incorporate into single family developments to provide land use transition; residential in character.
- Mixed Use - Locate in Downtown and adjacent areas; Locate at major intersections; Incorporate a mix of residential, retail, services, office, and civic uses; Interconnect with adjacent residential, retail, and industrial areas; Residential-style architecture (e.g. gables, masonry exterior, shingled roofs).
- Civic and Institutional - Use as transition between residential and non-residential areas; Locate along major arterials; Place at prominent locations within developments when appropriately scaled.

Land Use Objective – LU8. Continue to Require Appropriate Land Use Transitions to Ensure New Development is Compatible with Existing Areas. Land use transitions – at the community, neighborhood, or property level– must be appropriate to minimize negative impacts and to provide for a well-integrated

community. Proper transitions ensure a rational land use pattern that is consistent with the City's vision of itself.

LU8.1 Land use transitions will be consistent with the Future Land Use Map.

LU8.2 Appropriate land use transitions that successfully buffer single-family neighborhoods include multi-family uses, office uses, institutional uses, parks and recreation, open space, and landscape buffers.

LU8.3 Appropriate land uses that successfully buffer multi-family developments include two-family uses, office uses, parks and recreation, open space, and landscape buffers.

LU8.5 Mixed uses are located in the Downtown, at major intersections, and at transit-supported locations, and provide land use transitions to adjacent areas by lowering the density and matching or complementing the land use pattern of adjacent properties.

Community Character Objective – CC18. Promote Effective Edges for Developments. Residential developments along major arterials and railroad tracks must include landscaped and mounded buffers (privacy fencing is insufficient). Multi-family housing or office uses as transitions between residential and non-residential development. Non-residential developments must provide significant buffers along residential properties. Zoning Code provisions are a starting point.

#### Housing Element – Goal and Principals

The City's goal for Housing is: A full range of housing choices will be provided that meet the needs of all current and future residents.

The supporting principles for Housing are the following:

1. A diversity of housing choices will be provided, both owner- and renter-occupied and in all price ranges.
2. An emphasis will be placed on affordable housing, "move-up" housing, higher valued renter- and owner-occupied housing, and market rate housing in the Downtown.
3. An emphasis will be placed on homeownership to create an appropriate balance between renter- and owner-occupied housing.
4. New developments that integrate a mix of housing types and values will be supported.
5. Non-traditional approaches to neighborhood development will be encouraged, such as neo-traditionalism, open space subdivisions, and clustering on sites with outstanding natural features.

The Planning Commission, City Council, and community are encouraged to review the totality of the Comprehensive Plan in this regard rather than relying upon only the summary of major items noted above.

In conclusion, the subject site is a quintessential "transition area" with densely built, low and moderate income apartments to the north (medium density multi-family land use designation, zoned PUD), intensive manufacturing and automotive uses to the east (light manufacturing land use designation, zoned General Manufacturing), a single family house zoned Agricultural (and single family subdivisions beyond that zoned single family) to the east (medium density single family land use designation) and vacant land to the south that recently housed a Salvation Army Worship, Supportive Service, and Educational Center (institutional land use designation, zoned single-family). This is perhaps one of the more complex and completely mixed use areas of our community incorporating in close proximity to this site industrial, institutional, single family and multi-family residential, and rental and owner occupied land uses. It is important to note that the current PO/I zoning designation allows multi-family uses as a condition use. The proposed applicant is a non-profit entity that builds and maintains affordable housing opportunities together with supportive services for those with disabilities and low incomes. In this case, the first phase is planned to be financed through state and federal tax programs with a minimum 15 year ownership and affordability requirement which is typically extended to 30 years. The applicant has submitted an application with the Ohio Housing Finance Agency (OHFA) for tax credits that will help fund this development but also require management, oversight, affordability periods, and the like. Thus, this is more like an institutional use than a traditional multi-family development. The applicant has developed and currently owns several such sites throughout the City over the years with a good track record of building and maintaining their properties in addition to being responsive to surrounding neighbors. Therefore, it appears the proposed development would likely be more compatible

with the Comprehensive Plan taken in total and applying the very specific PMU zoning text than typical private apartment projects that currently are allowed as a conditional use on the PO/I zoned property (the current zoning of the site). Ensuring that this development is of appropriate size, scale, buffering and building materials to the adjacent single family residential development to the west is of paramount importance to ensuring an appropriate transitional use in this complex and mixed used area of the City.

- **ZONING:** As previously mentioned, the zoning for the subject site is PO/I which permits a wide variety of uses including multi-family residential as a Conditional Use, but the applicant, to their credit, requested a Planned Mixed Use Overlay (PMU) District to prepare a specific plan and zoning text that is compatible with and provides a reasonable transition to the adjacent myriad land uses as discussed above. The PMU Overlay ultimately gives the City the most control of the proposed uses and plan now and into the future while providing some flexibility to the applicant to cluster the proposed development on a portion of the site while permanently preserving the heavily wooded portion of the site. This has the added benefit of orienting the use toward the more intensive uses to the north and east (and potentially south) as well as the Curtis St. and Firestone Dr. intersection. The PMU is the only true planned district in the City of Delaware zoning toolbox that allows an Applicant and the City to craft a zoning solution unique to the site and needs of this particular development. In this instance, the preservation of a wooded portion of the site and required buffering adjacent to single family residential uses can be most effectively achieved by using a PMU Overlay rather than simply applying a different base or overlay district available for consideration under the current Zoning Code and rather than simply proceeding through a Conditional Use Permit review. The PMU approach, through a negotiated process, allows the applicant to craft a zoning text that is able to support a different development pattern while ensuring the City has retained, and in many cases gained, control of the development to ensure a very specific and higher quality development than which could otherwise be achieved through a base zoning district. The applicant does have certain rights of use and development available under the current PO/I district which permits several as-of-right and conditional commercial, office, community facility and recreational uses and multi-family uses as a conditional use only. Along with the zoning amendment to a PMU, the zoning process would also require Conditional Use Permit, Preliminary Development Plan and Final Development Plan and Comprehensive Plan Amendment approval by the Planning Commission and City Council.
- **GENERAL ENGINEERING:** The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND ACCESS:** The proposed 48 unit development would not generate enough traffic to require a traffic impact study per the City Engineer. The subject development would have two curb cuts from Firestone Drive that would access a 48 space parking lot (32 parking spaces in Phase 1 and 16 parking spaces in Phase 2). The existing curb cut that accesses the existing house fronting Curtis Street would remain in Phase 1 while in Phase 2 the house would be razed with the associated curb cut eliminated per City Engineering requirements. The looped internal road would be private but would have to be constructed to public standards. In addition, a guardrail or equivalent as approved by the City Engineer shall be installed along Firestone Drive adjacent to the proposed retention pond. Furthermore, the City would require a contribution of \$40,000 for the proposed Curtis Street north bound left hand turn lane onto Firestone Drive along with the applicant dedicating the appropriate right-of-way. Previous developments in the area have also contributed to the future intersection improvements as well. Ultimately, the entire development would have to achieve compliance with the minimum engineering, public works and fire department requirements.
- **PEDESTRIAN CONNECTIVITY:** Firestone Drive has an existing sidewalk along the frontage of the site which also serves as a sidewalk connection between two proposed bikeways per the adopted Bicycle and Pedestrian Master Plan 2017. Also, there is a sidewalk along the frontage of Curtis Street adjacent to the subject site.
- **SITE CONFIGURATION:** In Phase 1 the existing house and detached garage at 250 Curtis Street would remain while a one-story, eight unit building and three, two-story, eight unit buildings would be constructed just west of the existing house. There would be a total of 32 small single bedroom rental units in Phase 1.

Phase 1 would have two curb cuts from Firestone Drive that extends and loops into a 32 space parking lot. The looped internal road network would be private but would have to be constructed to public standards. The one story building would contain eight units and would have approximately 3,000 square feet of space allocated to social and recreational use by residents, kitchen/community dining area, on-site office space for property management staff and space designated for service providing agencies delivering on site wellness, educational and support services to the residents. The remaining 24 apartment units would be located in three buildings just west of the main building. Each building would be two stories in height and contain eight small rental units. A retention basin would be located along Firestone Drive in front of the main building while a tree preserve would be located just west of the three-two unit buildings along the western property line. A guard rail or equivalent as approved by the City Engineer would be required adjacent to the retention pond. A dumpster, to be enclosed by a brick or stone wall that matches the building with wood doors painted or stained to match, is located just north of the one story building along the northern property line.

Phase 2 would require the existing house and garage to be razed along with eliminating the curb cut on Curtis Street. Two eight unit apartment buildings that would be two stories each would be constructed in this area east of the main building along with 16 additional parking spaces. These building would be likely constructed in 3 to 5 years after Phase 1 is constructed. From a parking perspective, the zoning code requires two spaces per unit while the applicant is providing 48 parking spaces which equal 1.0 space per unit. Phase 1 would consist of 32 parking spaces while Phase 2 would consist of 16 parking spaces. The applicant is proposing a 50% reduction based on the current 39% percent of car ownership of existing Del-Mor Dwelling Corporation tenants per a survey the applicant recently completed. Given the subject tenants have a very low car ownership rate, the parking ratio would likely remain at current levels of 39%. Therefore, the proposed 48 parking spaces should be more than enough for the subject development. Designated on the site is space reserved for additional parking construction in the future should use and occupancy of the property be altered following the likely 30 year period of affordability compliance by the state and federal funding sources, or in the event the proposed constructed spaces prove to be inadequate (approximately 25 potential new spaces which would yield 73 total spaces for the subject development which would be a 24% reduction of the required 96 parking spaces which is within the threshold of a 30% reduction permitted per code with Planning Commission approval).

- **BUILDING DESIGN:** While the PMU Overlay has many benefits for both the City and the Applicants, perhaps the most significant benefits are the control upon the use and the architectural and building material design control it allows the City and negotiated flexibility it offers the applicants to produce a development that is better than one that would be executed under a base zoning designation. The developer's proposed elevations would have the following architectural elements and building materials: 1. Similar architectural design elements and details shall be consistent throughout all elevations of the primary structure; windows, doors and/or other details must be present on all four sides of the structure in a manner that is consistent but secondary to the treatment used on the front elevation of the primary structure; side elevations shall have (wrap) a minimum 2 feet of materials used on the front elevations of the building to wrap around the corners. No brick or stone shall be required on the rear elevation of any building; 2. Exterior building materials include, brick, cultured stone, cementations siding, vinyl shakes in gables and accent area only, vinyl or metal window or wood windows, vinyl or plastic detail pieces (i.e. brackets, dentil blocks, etc.), and other materials used as minor accents with administrative approval of Planning and Community Development Director – brick, stone, and cement fiber siding shall be prominently used with brick or stone prominently upon the front elevation; 3. Roof structures and materials include, gable, hip shed roof structures or combination thereof, primary roof structures shall have a 6-1/2 minimum pitch, secondary roof structures shall have a 3-1/2 minimum pitch, eave overhangs shall be a minimum of 12 inches and rake shall be a minimum 6 inches, 30 year 3 tab shingles, standing seam accent roof (minimal use), dormers (active and inactive), shingle colors shall be from the color range of natural materials; such as but not limited to wood shakes, slate, etc; 3. Exterior colors for siding and trim colors shall be natural earth tones and/or warm neutral colors including white with no high chroma colors permitted; 4. Accessory structures such as enclosures for dumpsters and other similar structures shall consist of brick, stone, or similar approved products as the exterior material and be designed in a consistent and cohesive manner to the principal building it serves; 5. Mechanical equipment shall be screened from public view from all sides of the building through the use of parapets, equipment screens, or other screening measures as deemed appropriate. The height of such screening shall be equivalent

to the height of the highest mechanical equipment. In conclusion, the proposed building materials appear to be consistent with other recently approved multi-family developments as well as newer single family dwellings in the vicinity of this site with compliance of the approved development text.

- **LANDSCAPING & SCREENING:** The applicant is proposing a comprehensive landscape plan that includes street trees, front yard trees, foundation landscaping and perimeter buffering. There are existing street trees along Firestone Drive that would need to be maintained in Phase 1 while street trees along Curtis Street would need to be planted per code in Phase 2. The proposed landscape plan appears to have the required amount of front yard trees. The applicant is proposing a 150 foot permanent wooded buffer to the west property line while encumbering the existing trees in this area in a tree preservation easement. The existing tree line along the northern property line shall be preserved as much as possible while planting additional trees and shrubs to supplement the screening along the northern property line. The exact type and location of screening shall be determined during the Final Development Plan approval process. All landscaping plans shall be reviewed and approved by the Shade Tree Commission.
- **TREE REMOVAL & REPLACEMENT:** The site has a wooded area along the western part of the site along with scattered trees throughout the site. The applicant provided a tree survey for the entire site that documents the total of trees and caliper inches which yields 106 trees with 1,182 caliper inches. The applicant indicated 486 caliper inches of trees would be located in the proposed tree preservation easement along the western portion of the site. At this time the applicant is not sure how many trees would be removed in the proposed development and this would be determined prior to the Final Development Plan submittal. The tree preservation areas shall be located within an easement with the appropriate language that would need to be reviewed and approved by staff and then be recorded at the county. The Final Development Plan would need to identify which trees are being preserved and which trees are being eliminated and any removal and replacement would need to achieve compliance with Chapter 1168 Tree Preservation Requirements or the schedule in the proposed development text as approved. The schedule is similar to other approved PMU developments.
- **GATEWAYS & CORRIDORS PLAN:** Any proposed signage would need to be documented during the Final Development Plan approval process. Also, any monument signage shall achieve compliance with the minimum zoning requirements and the adopted Gateways & Corridors Plan.
- **LIGHTING:** A lighting plan that identifies light poles and building lights with an illumination plan would need to be submitted during the Final Development Plan approval process. Any light poles would need to be black with a maximum height of 25 feet and have fully recessed and cut off-style fixtures. All lighting plans would need to be submitted, reviewed and approved by the Chief Building Official and achieve compliance with the minimum zoning requirements.
- **REFUSE SERVICE:** The Public Works Department indicated refuse collection could be public or private. If public, it would have to meet the minimum City requirements for refuse pick-up.
- **CONDITIONAL USE PERMIT:** The proposed development achieves compliance with conditional use permit requirements per the zoning code and approved development text.

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**STAFF RECOMMENDATION (2017-3115 – REZONING AMENDMENT)**

Staff recommends approval of a request by Del-Mor Dwelling Corporation of a Rezoning Amendment to allow a PMU (Planned Mixed Use Overlay District) at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for a 48 dwelling unit affordable housing development, with following condition that:

1. Any new structure(s) or any change of land use shall require conformance to all provisions of the Development Text and any conditions of approval.

**STAFF RECOMMENDATION (2017-3116 – CONDITIONAL USE PERMIT)**

Staff recommends approval of a request by Del-Mor Dwelling Corporation of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for a 48 dwelling unit affordable housing development.

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**STAFF RECOMMENDATION (2017-3117– PRELIMINARY DEVELOPMENT PLAN)**

Staff recommends approval of a request by Del-Mor Dwelling Corporation of a Preliminary Development Plan for a 48 dwelling unit affordable housing development at 250 Curtis Street on the north side of Firestone Drive approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District), with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The applicant shall contribute \$40,000 for the proposed Curtis Street north bound left hand turn lane onto Firestone Drive along with dedicating the appropriate amount of right-of-way per the City Engineer.
3. A guardrail or equivalent as approved by the City Engineer shall be installed along Firestone Drive adjacent to the proposed retention pond.
4. The number of required parking spaces shall be reduced to 48 from the base Zoning Code requirement of 96 parking spaces in accordance with the Zoning Text and development plan.
5. The dumpster shall be enclosed by brick or stone that matches the building with wood doors painted or stained to match.
6. The proposed apartment buildings shall achieve compliance with the design standards of the approved development text.
7. A tree preservation area shall be located on the western 150 feet of the property within an easement with the appropriate language that would need to be reviewed and approved by staff and then be recorded at the county.
8. The Tree Preservation Regulations in Chapter 1168 pertaining to tree replacement and preservation shall be in accordance with the Zoning Text and shall be addressed prior to or concurrent with the Final Development Plan approval.
9. The existing tree line along the northern property line shall be preserved as much as possible while planting additional trees and shrubs to supplement the screening along the northern property line. The exact type and location of screening shall be determined during the Final Development Plan approval process
10. Street trees shall be installed along Curtis Street in Phase 2 of the development.
11. Any streets trees in Phase 1 damaged by construction shall be replaced.
12. Any landscape plans shall be reviewed and approved by the Shade Tree Commission.
13. A lighting plan shall be reviewed and approved by the Chief Building Official.
14. Any signage shall be documented on the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan.
15. The entire development would have to achieve compliance with the minimum engineering, public works and fire department requirements.



PLANNED MIXED USE DEVELOPMENT TEXT  
DEL-MOR DWELLINGS CORPORATION  
CURTIS STREET AND FIRESTONE DRIVE PROJECT  
DELAWARE, OHIO

1. DESCRIPTION OF DEVELOPMENT

Del-Mor Dwellings Corporation, which builds and manages high quality public financed apartments for low income residents with disabilities, is proposing to rezone the approximate 3.64 acre site at 250 Curtis Street on the north side of Firestone Drive from PO/I (Planned Office/Institutional District) to PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Development District) for a 40 unit apartment development which would require the razing of the existing house.



## 2. GENERAL DEVELOPMENT STANDARDS

- A. **Purpose and Intent.** It is the intent of the developer to provide a planned multi-family development with high quality site improvements and architectural design. This Development Text represents the zoning requirements for this development.
- B. **Conformance with Codified Ordinances and City Policy.** Unless noted otherwise within this development text, all development will be constructed and provided in conformance with the then current Codified Ordinances and City Policy in effect at the time of application.
- C. **Limitations.** Nothing in this text shall prohibit additional restrictions or requirements from being placed on the approval of any Final Development Plan.
- D. **Major Modifications.** Once a Final Development Plan has been approved by City Council, any subsequent major modification to that plan shall only be permitted by resubmission and approval of a revised Final Development Plan through the procedures set forth in the Zoning Code. Major modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning & Community Development, that results in:
- (1) Any major change in the use or occupancy other than those uses specifically listed in this text.
  - (2) Major change in the approved location of land uses and/or buildings and building sizes of more than 10%.
  - (3) Substantial alteration of the basic geometry of the road layout and/or operation characteristics of any element of the approved access points and parking facilities that result in a change in operating characteristics or character.
- E. **Minor Modifications.** Once a Final Development Plan has been approved by City Council, any subsequent minor modification to that plan shall only be permitted by resubmission and approval by the Director of Planning and Community Development of a revised Final Development Plan. Minor modification for the purposes of this text shall mean any modification of the approved Final Development Plan, as determined by the Director of Planning & Community Development, that results in:
- (1) Any modification that is not considered a major modification by this Zoning Text or by determination of the Director of Planning & Community Development.
  - (2) Any minor change to the use or occupancy of the structures onsite other than those uses specifically allowed in this text or any minor changes to the approved site layout.
  - (3) Minor alteration of the basic geometry of the road layout and/or operation characteristics of any element of the approved access points and parking facilities that result in a change in operating characteristics or character.
  - (4) Minor structural alterations that do not alter the overall design intent of the building.

**F. Preliminary & Final Development Plan**

1. The proposed site plan and building elevations require Preliminary and Final Development Plan approval by the Planning Commission and City Council.

**G. Tree Removal and Replacement.** Tree removal and replacement shall meet all requirements of Chapter 1168 along with the following replacement schedule:

- (1) Trees in poor condition shall not be replaced (dead, damaged or diseased).
- (2) Trees in fair condition shall be replaced at 50%.
- (3) Trees in good condition shall be replaced at 100%
- (4) Ash trees shall not be replaced and must be removed from the site, except in the permanently preserved areas.
- (5) Other tree species considered by the City Arborist to be a species of poor quality will be considered as such with a 0% replacement value.
- (6) The tree survey documented 486 caliper inches of trees that would be permanently preserved in the tree preservation area along the western portion of the property but the owner at this point could not determine which trees would be removed in the construction of the apartment development.
- (7) The schedule above shall be applied to the proposed Final Development Plan and tree survey for preservation and removal of trees. This shall be done prior to or concurrent with the Final Development Plan submission. Trees proposed to be permanently preserved shall be given credit based upon their caliper inches per the tree survey and the schedule above calculated against the total caliper inches proposed to be removed (again in accordance with the schedule above and the tree survey). If there still remains a balance of caliper inches due, the developer shall replant this on site in addition to any required or proposed trees, shall make a payment in lieu of replanting these trees at \$100 per caliper inch, or any such combination that achieves a zero balance.

**3. SITE PLAN**

The project is located on the north side of Firestone Drive on a 3.64 acre parcel at 250 Curtis Street. The existing house and detached garage at 250 Curtis Street would be razed while a one story eight unit building (main building) and four two-story, eight unit buildings would be constructed on the site which would total 40 single bedroom apartment units. The site would have two curb cuts from Firestone Drive that extends and loops into a 48 space parking lot. The looped internal road network would be private but would have to be constructed to public standards. The one story building (main building) would contain eight units that would encompass 450 square feet each and would have approximately 3,000 square feet of space allocated to social and recreational use by residents, kitchen/community dining area, on-site office space for property management staff and space designated for service providing agencies delivering on site wellness, educational and support services to the residents. The two buildings just east and west of the main building along Curtis Street and Firestone Drive respectively would be two stories in height and contain eight apartment units that would encompass 650 square feet each. A retention basin would be located along Firestone Drive in front of the main building while a tree preserve would be located just west of the two-two-story buildings along the western property line.

4. SITE USES

A. **Uses.** The following uses shall be considered permitted, conditionally permitted, or limited uses as represented in the chart below by P, C, or L, respectively, and as defined by attached Chapter 1121 of the Zoning Code. Any use not listed in the chart shall be considered a prohibited use unless amended by action of the Planning Commission and City Council through a Zoning Amendment process.

- (1) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.
- (2) **Conditionally Permitted Uses.** In addition to all standards specified within this development text, uses listed as conditionally permitted uses shall meet all the then current Zoning Code standards for approval of a Conditional Use Permit current at the time of application for the specific conditional use as well as any other regulations contained within the Zoning Code and applicable to the conditional use.
- (3) **Limited Uses.** Limited uses shall be considered permitted uses subject to complying with all the specific limitations and restrictions as specified within this text as determined by Final Development Plan approval.
- (4) **Accessory Uses and Structures.** Although not specified in the chart below, accessory uses, which are considered allowed uses, include those items that are customarily incidental and secondary to the principal use of the land. Such items include but are not limited to signs, fences, trash receptacles and enclosures, and off-street parking areas. If the uses are specified as conditional or limited uses the processes and limitations shall apply regardless of accessory use status.

Land Use Category	Uses
<b>(a) Residential</b>	
(1) Single-Family Dwelling	P
(2) Multi-Family – Del-Mor Dwellings Corporation owned and actively managed development for low and moderate income affordable units for tenants with disabilities (not to exceed 40 dwelling units)	L
<b>(b) Office Professional Services</b>	
(1) Offices – Administrative, Business and Professional	P
(2) Medical/Dental Offices health and allied services	P
(3) Research and development facilities within entirely enclosed buildings	P

Land Use Category	Uses
<b>(c) Community Facilities</b>	
(1) Day Care Center – child/adult	C
(2) Library	P
(3) Public Safety and Service Facility	C
<b>(d) Recreation</b>	
(1) Public parks and playgrounds	C

**L – Limited Use Requirements:**

- (1) Multi-Family – Del-Mor Dwellings Corporation owned and actively managed development for low and moderate income affordable units for tenants with disabilities (not to exceed 40 dwelling units) is permitted as may be allowed herein and per Development Plan approvals. However, should Del-Mor Dwellings Corporation fail to secure their requested Ohio Housing Finance Agency (OHFA) grant for this proposed project or should Del-Mor Dwellings ever sell the property or fail to be the management authority for the property in the future, this use shall immediately revert to the currently Conditionally Permitted Multi-Family Use in the underlying PO/I District and would require authorization to establish such use (either continuance or new) under the rules and regulations for Conditional Use Permits and Development Plans in effect at the time of application.

**(5) Prohibited Uses.**

- i) **Adult Entertainment Businesses:** (also known as sexually oriented businesses) are expressly prohibited from locating anywhere on the proposed Development site.
- ii) **Wireless telecommunication facilities including installations known as small cell sites and Distributed Antenna Systems (DAS):** Towers are expressly prohibited from the entire Development site or immediately adjacent to the site. Small cell sites, DAS, antennas, and/or amplifiers may be permitted so long as they are completely camouflaged so as to be not visible either within an enclosed building or the structure to which they are attached if external. These shall be reviewed individually administratively for compliance with these regulations.
- iii) **Outdoor Storage:** No outdoor storage is permitted on the site which includes open dumps, mineral extraction, etc.
- iv) **Medical Marijuana:** No medical marijuana principal or accessory uses are permitted on the subject site.

- v) **Games of Skill:** Accessory or principle for-profit, non-charitable, skill based gaming uses oriented towards adults and designed to substantially mimic gambling devices such as but not limited to spinning skill stop games but not including traditional video arcade type games typically found in restaurant/party center arrangements, for example Dave & Buster’s, Magic Mountain, and Chuck E. Cheese

**B. Lot Standards.** The following standards shall apply for lot standards and coverage.

Lot Standards	
(1) Minimum lot area	Per approved FDP
(2) Minimum lot width and frontage	Per approved FDP
(3) Maximum building coverage	Per approved FDP
(4) Maximum lot coverage	Per approved FDP

**C. Building Setback Standards.** The following standards shall apply for minimum building setbacks, except as otherwise approved on the Final Development Plan. Decorative architectural elements such as canopies and overhangs shall be permitted to encroach into any setback provided that no encroachment shall exceed 5 feet.

Minimum Building Setbacks	
(1) Setback from Firestone Drive and Curtis Street	25 ft.
(2) Setback from private street/parking lot	10 ft.
(3) Setback from adjacent property line (perimeter setback)	
a. Adjacent to residentially zoned property to the west	150 ft.
b. Adjacent to multi-family zoned property to the north	25 ft.

**D. Parking Setbacks.** The following standards shall apply for minimum parking setbacks. Parking setbacks include any parking space, parking lot drive aisle, and parking lot circulation aisle, except as otherwise approved on the Final Development Plan.

Minimum Parking Setbacks	
(1) Setback from Firestone Drive and Curtis Street	25 ft.
(2) Setback from adjacent property line	
a. Adjacent to residentially zoned property to the west	150 ft.
b. Adjacent to multi-family zoned property to the north	10 ft.

E. **Maximum Building Height.** The maximum height of any building or structure shall be 38 feet and a maximum of two stories in height except for architectural details such as towers, spires or roof cupulas.

F. **Building Design.** The intent of this regulation is to create a cohesive and unified design throughout the entire development, each building (single and two story buildings) shall be consistent in overall design, color, material, and architectural pattern as determined through the Final Development Plan review process that is not dissimilar from the preliminary architectural renderings and that achieves compliance with the following requirements:

(1) Architectural Elements

- A. Similar architectural design elements and details shall be consistent throughout all elevations of the primary structure.
- B. Windows, doors and/or other details must be present on all four sides of the structure in a manner that is consistent but secondary to the treatment used on the front elevation of the primary structure.
- C. Side elevations shall have a minimum wrap of 2 feet of materials used on the front elevations of the building corners. No brick or stone shall be required on the rear elevation (this elevation shall not be visible to the public) of any buildings.

(2) Exterior Building Materials

- A. Brick
- B. Cultured Stone
- C. Cementitious siding (hardie plank)
- D. Vinyl shakes in gables and accent area only
- E. Horizontal or vertical siding shall be permitted as a finish material however no vinyl siding (except item D) shall be permitted.
- F. Vinyl or metal window or wood windows
- G. Vinyl or plastic detail pieces (i.e. brackets, dentil blocks, etc.)
- H. Other materials used as minor accents with administrative approval of Planning and Community Development Director
- I. Accessory structures such as enclosures for dumpsters and other similar structures shall consist of brick, stone, or similar approved products as the exterior material and be designed in a consistent and cohesive manner to the principal building in which it serves.
- J. Mechanical Equipment shall be screened from public view from all sides of the building through the use of parapets, equipment screens, or other screening measures as deemed appropriate. The height of such screening shall be equivalent to the height of the highest mechanical equipment.

(3) Roof Structures/Materials

- A. Gable, hip shed roof structures or combination thereof is permitted
- B. All structures shall have a primary roof structure having a 6-1/2 minimum pitch
- C. Secondary roof structures shall have a 3-1/2 minimum pitch

- D. Eave overhangs shall be a minimum of 12 inches and rake shall be a minimum 6 inches
- E. Minimum 30 year, 3 tab roof shingles
- F. Standing seam accent roof (minimal use)
- G. Dormers (active and inactive)
- H. Shingle colors shall be from the color range of natural materials; such as but not limited to wood shakes, slate, etc.

(4) Exterior Colors

- A. Siding Colors – applicant shall supply color pallet to be used for review with Final Development Plan
  - 1. Natural earth tones and/or warm neutral colors including white
  - 2. High chroma colors are not permitted
- B. Trim Colors - applicant shall supply color pallet to be used for review with Final Development Plan
  - 1. Natural earth tones and/or warm neutral colors including white
  - 2. Complementary or contrasting to siding color
  - 3. High-chroma colors are not permitted



FIRESTONE DRIVE ELEVATION BUILDING B

SIDE ELEVATION BUILDING B



FRONT ELEVATION BUILDING C

FRONT ELEVATION BUILDING D

**G. Parking.** The amount of parking shall be as approved on the Final Development Plan and not inconsistent with the Preliminary Development Plan.

- (1) The zoning code requires two spaces per unit while the applicant is providing 48 parking spaces which equal 1.0 space per unit. .
- (2) The applicant is proposing a 50% reduction based on the current 39% percent of car ownership of existing Del-Mor Dwelling Corporation tenants per a survey the applicant recently completed. Given the subject tenants have a very low car ownership rate, the parking ratio would likely remain at current levels of 39%. Therefore, the proposed 48 parking spaces should be more than enough for the subject development.
- (3) Designated on the site is space reserved for additional parking construction in the future should the City allow the use and occupancy of the property to be altered following the required 30 year affordability period (tax credit affordability compliance by the state and federal funding sources) or in the event the proposed constructed spaces prove to be inadequate (approximately 25 spaces which would yield 73 total spaces which would be a 8.75 reduction of the required 80 parking spaces which is within the threshold of a 30% reduction permitted per code with Planning and Zoning Commission approval).

**H. Landscaping and Screening.** All landscaping shall meet the requirements of the Zoning Code and the Gateways & Corridors Plan; except as otherwise approved on the Final Development Plan.

- (1) Street trees shall be required along Firestone Drive and Curtis Street per the zoning code.
- (2) Front yard trees shall be required along Firestone Drive and Curtis Street per the zoning code.
- (3) Building foundation landscaping shall be required per the zoning code.
- (4) The applicant is maintaining a minimum 150 foot setback to the west property line while encumbering the existing trees in this area in a permanent preservation easement.
- (5) The existing tree line along the northern property line shall be preserved as much as possible.
  - A. Additional trees and shrubs shall be installed to supplement screening along northern property line.

**I. Lighting.** Building, site, and accent lighting shall be provided in accordance with the current zoning and building code

**k. Signs.** A comprehensive sign plan shall be provided and approved in conformance with Section 1165 Signs of the zoning code and adopted Gateways and Corridor Plan and shall be provided as part of the Final Development Plan.

**l. Roads.** The private roads shall be constructed to public standards within the development as approved by the City Engineer. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plan. In addition, a monetary

contribution of \$40,000 toward the Curtis Street/Firestone Drive intersection improvements shall be required per the City Engineer.

- m. **Pedestrian/Bike Path.** Firestone Drive currently has a sidewalk which is designated as a bike path per the adopted Bicycle and Pedestrian Master Plan 2027. There is currently a sidewalk along Curtis Street which would be maintained..
- n. **Utilities.** All new utilities(s) to be constructed and/or extended within the development shall comply with the City minimum requirements or as approved by the City. The engineering drawings for such improvements shall accompany the submittal of the Final Development Plan.



## FACT SHEET

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AGENDA ITEM NO: 19

DATE: 02/12/2018

ORDINANCE NO: 18-12

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES  
FEBRUARY 26, 2018 AT 7:30 P.M.

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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 DEL-MOR DWELLING CORPORATION FOR APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I (PLANNED OFFICE/INSTITUTIONAL DISTRICT) FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT.

**BACKGROUND:**

See attached report and staff memo for revised proposal update.

**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 7-0 on February 7, 2018.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 18-12

AN ORDINANCE FOR DEL-MOR DWELLING CORPORATION FOR APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I (PLANNED OFFICE/INSTITUTIONAL DISTRICT) FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT

WHEREAS, the Planning Commission at its meeting of February 7, 2018 recommended approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development (2017-3116).

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

SECTION 1. That the Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I (Planned Office/Institutional District) for an actively owned and managed 40 dwelling unit low and moderate affordable housing development, is hereby confirmed, approved, and accepted.

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



## FACT SHEET

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AGENDA ITEM NO: 20

DATE: 02/12/2018

ORDINANCE NO: 18-13

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: David Efland, Planning and Community Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE FOR DEL-MOR DWELLING CORPORATION FOR APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I PMU (PLANNED OFFICE/INSTITUTIONAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT.

**BACKGROUND:**

See attached report and staff memo for revised proposal update.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Chapter 1129.04 Procedures of the Codified Ordinances.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on February 7, 2018.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 18-13

AN ORDINANCE FOR DEL-MOR DWELLING CORPORATION FOR APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I PMU (PLANNED OFFICE/INSTITUTIONAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT).

WHEREAS, the Planning Commission at its meeting of February 7, 2018 recommended approval of a Preliminary Development Plan for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District) (2017-3117).

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

SECTION 1. That the Preliminary Development Plan for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District), is hereby confirmed, approved, and accepted with the following condition that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The applicant shall contribute \$40,000 for the proposed Curtis Street north bound left hand turn lane onto Firestone Drive along with dedicating the appropriate amount of right-of-way per the City Engineer.

3. A guardrail or equivalent as approved by the City Engineer shall be installed along Firestone Drive adjacent to the proposed retention pond.
4. The number of required parking spaces shall be reduced to 40 from the required 96 parking spaces.
5. The dumpster shall be enclosed by a brick or stone wall that matches the building with wood doors painted or stained to match.
6. The proposed apartment buildings shall achieve compliance with the design standards of the approved development text.
7. A tree preservation area shall be located on the western 150 feet of the property within an easement with the appropriate language that would need to be reviewed and approved by staff and then be recorded at the county.
8. The Tree Preservation Regulations in Chapter 1168 pertaining to tree replacement and preservation shall be addressed prior to or concurrent with the Final Development Plan approval.
9. The existing tree line along the northern property line shall be preserved as much as possible while planting additional trees and shrubs to supplement the screening along the northern property line. The exact type and location of screening shall be determined during the Final Development Plan approval process
10. Street trees shall be installed along Curtis Street in Phase 2 of the development.
11. Any streets trees in Phase 1 damaged by construction shall be replaced.
12. Any landscape plans shall be reviewed and approved by the Shade Tree Commission.
13. A lighting plan shall be reviewed and approved by the Chief Building Official.
14. Any signage shall be documented on the Final Development Plan and achieve compliance with the adopted Gateways and Corridor Plan.
15. The entire development would have to achieve compliance with the minimum engineering, public works and fire department requirements.

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



## FACT SHEET

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AGENDA ITEM NO: 21

DATE: 1/22/18

ORDINANCE NO: 18-14

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES  
FEBRUARY 26, 2018 AT 7:30 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 DEL-MOR DWELLING CORPORATION FOR APPROVAL OF A COMPREHENSIVE PLAN AMENDMENT ON THE FUTURE LAND USE MAP FROM MEDIUM DENSITY SINGLE FAMILY TO MIXED USE AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I PMU (PLANNED OFFICE/INSTITUTIONAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT.

**BACKGROUND:**

See attached report and staff memo for revised proposal update.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Section 1130 Amendments of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on February 7, 2018.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 18-14

AN ORDINANCE FOR DEL-MOR DWELLING CORPORATION FOR APPROVAL OF A COMPREHENSIVE PLAN AMENDMENT ON THE FUTURE LAND USE MAP FROM MEDIUM DENSITY SINGLE FAMILY TO MIXED USE AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I PMU (PLANNED OFFICE/INSTITUTIONAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT.

WHEREAS, the Planning Commission at its meeting of February 7, 2018 recommended approval of a Comprehensive Plan Amendment on the Future Land Use Map from Medium Density Single Family to Mixed Use at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional with a Planned Mixed Use Overlay District) for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development (2017-3118),

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

SECTION 1. That the Comprehensive Plan Amendment on the Future Land Use Map from Medium Density Single Family to Mixed Use at 250 Curtis Street on the north side of Firestone Drive on approximately 3.64 acres on property zoned PO/I PMU (Planned Office/Institutional with a Planned Mixed Use Overlay District) for an actively owned and managed 40 dwelling unit low and moderate income affordable housing development, is hereby confirmed, approved, and accepted.

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



## FACT SHEET

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AGENDA ITEM NO: 22

DATE: 02/12/2018

ORDINANCE NO: 18-15

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: David Efland, Planning and Community Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE FOR FED ONE DUBLIN LLC. APPROVING A FINAL DEVELOPMENT PLAN FOR MIDWEST ACOUST-A-FIBER FOR A BUILDING ADDITION ON APPROXIMATELY 14.70 ACRES AT 759 PITTSBURGH DRIVE ON PROPERTY ZONED M-2 (GENERAL MANUFACTURING DISTRICT).

**BACKGROUND:**

See attached report

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Section 1129.05 Final Development Plan requirements of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on February 7, 2018.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 18-15

AN ORDINANCE FOR FED ONE DUBLIN LLC. APPROVING A FINAL DEVELOPMENT PLAN FOR MIDWEST ACOUST-A-FIBER FOR A BUILDING ADDITION ON APPROXIMATELY 14.70 ACRES AT 759 PITTSBURGH DRIVE ON PROPERTY ZONED M-2 (GENERAL MANUFACTURING DISTRICT).

WHEREAS, the Planning Commission at its meeting on February 7, 2018 recommended approval of a Final Development Plan for Fed One Dublin LLC. for Midwest Acoust-A-Fiber for a building addition on approximately 14.70 acres at 759 Pittsburgh Drive on property zoned M-2 (General Manufacturing District) (PC Case 2018-0017).

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

SECTION 1. That the Final Development Plan for Fed One Dublin LLC. for Midwest Acoust-A-Fiber for a building addition on approximately 14.70 acres at 759 Pittsburgh Drive on property zoned M-2 (General Manufacturing District), is hereby confirmed, approved, and accepted with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The required parking spaces for the entire building shall be reduced to 139 parking spaces with a total of 272 future parking spaces identified. The current land owner, at their sole expense, shall construct the future parking spaces when it is notified to do so by the City in its sole discretion.
3. The emergency access point on London Road shall remain chained off and continuously unobstructed per the Fire Department requirements
4. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color.
5. The lighting plan shall be submitted, reviewed and approved by the Chief Building Official.
6. A building permit shall not be issued until a copy of the permanent and temporary FAA determination is provided to the City and any conditions required by the FAA are met.

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: 2018-0017  
REQUEST: Final Development Plan  
PROJECT: Midwest Acoust-A-Fiber  
MEETING DATE: February 7, 2018

**APPLICANT/OWNER**

FedOne Dublin LLC  
8400 Industrial Parkway  
Plain City, Ohio 43064

**REQUEST**

2018-0017: A request by Fed One Dublin LLC., for approval of a Final Development Plan for Midwest Acoust-A-Fiber for a building addition on approximately 14.70 acres at 759 Pittsburgh Drive on property zoned M-2 (General Manufacturing District).

**PROPERTY LOCATION & DESCRIPTION**

The existing business is on a 14.70 acre site located on the south side of Pittsburgh Drive just west of London Road is zoned M-2 (General Manufacturing District). The properties to the north, south and west are all zoned M-2 while the property to the east is zoned M-2 PMU.

**BACKGROUND/PROPOSAL**

Midwest Acoust-A-Fiber is a 127,368 square foot business located in the City's Industrial Park. In 2016, the Planning Commission and City Council approved a 40,000 square foot addition on southern portion of the building which was completed by the applicant. Now the applicant is proposing an approximate 20,000 square foot addition to the southern portion of the building.

**STAFF ANALYSIS**

- **ZONING:** The subject property is currently zoned M-2 (General Manufacturing District) which would allow the proposed addition. A Final Development Plan would need to be approved by the Planning Commission and City Council.
- **GENERAL ENGINEERING:** The Applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Division once a complete plan set is submitted for review. It is likely the existing storm water pond will be expanded slightly with this application. The Engineering Division is currently reviewing the plans.
- **ROADS AND ACCESS:** The access to the site would remain at the same locations utilizing the two existing curb cuts on Pittsburgh Drive and the one curb cut on London Road (emergency access only). In addition, new pavement would be extended to the south and west side of the addition to provide access around the entire building which would allow fire access to all four sides of the building. The emergency access curb cut on London Road shall remain chained off but unobstructed per the Fire Department requirements.
- **SITE CONFIGURATION:** The approximate 20,000 square foot building addition (approximately 83ft x 241ft) would be located on the south side of the existing 127,368 square foot building with two new truck docks on the west elevation. The entire development would have 139 total parking spaces while 218 spaces would be required which is 63% of the required parking. However per Chapter 1161.08, the Planning Commission can under the M-2 zoning district grant a 30% reduction ( $61 \times 0.70 = 43$  total spaces) if the subject future spaces could be constructed on the site. Staff can support the 63% reduction because the current user is comfortable with the parking ratio and because the site plan identifies 133 additional parking spaces for a total 272 parking spaces that could be built if the existing user or future user would have a parking issue and staff could require the appropriate parking spaces to be constructed. This would be consistent with past decisions for other industrial uses. There is no compelling reason to pave over what otherwise would be green space for vacant parking lots. The critical element is that there is sufficient room and accesses to allow the future provision for additional parking should it become necessary either by the applicant or by the City. An enlarged detention basin is located on the extreme southern portion of the site.

- **BUILDING DESIGN:** The addition would be 36.5 feet high and constructed of metal siding to match the previous addition in 2016 and capped off with a standing seam metal roof. There would be two truck docks on the western elevation, one overhead door and man door on the south elevation and one man door on the east elevation. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color. The building design and materials achieve compliance with the zoning code and are consistent with the surrounding area.
- **TREE REMOVAL & REPLACEMENT:** There do not appear to be any trees removed in the proposed addition.
- **LANDSCAPING & SCREENING:** No additional landscaping is needed with this addition. The last addition required additional landscaping to address perimeter buffering and parking lot landscaping.
- **LIGHTING:** No new light poles are proposed while any new building lights would have to achieve compliance with the zoning code along with being approved by the Chief Building Official.
- **SIGNAGE:** The owner didn't identify any specific signage in the application.
- **AIRPORT OVERLAY DISTRICT:** The owner would have to receive the "Determination of No Hazard to Air Navigation" approval from the FAA. In addition, the owner would have to get a temporary determination letter to allow a crane, etc. during construction. Therefore, any approval must be conditioned that a building permit will not be issued until a copy of the permanent and temporary FAA determination is provided to the City and any conditions required by the FAA are met. At the time of writing, the applicant has confirmed they have submitted the required permit to the FAA and are awaiting determination.

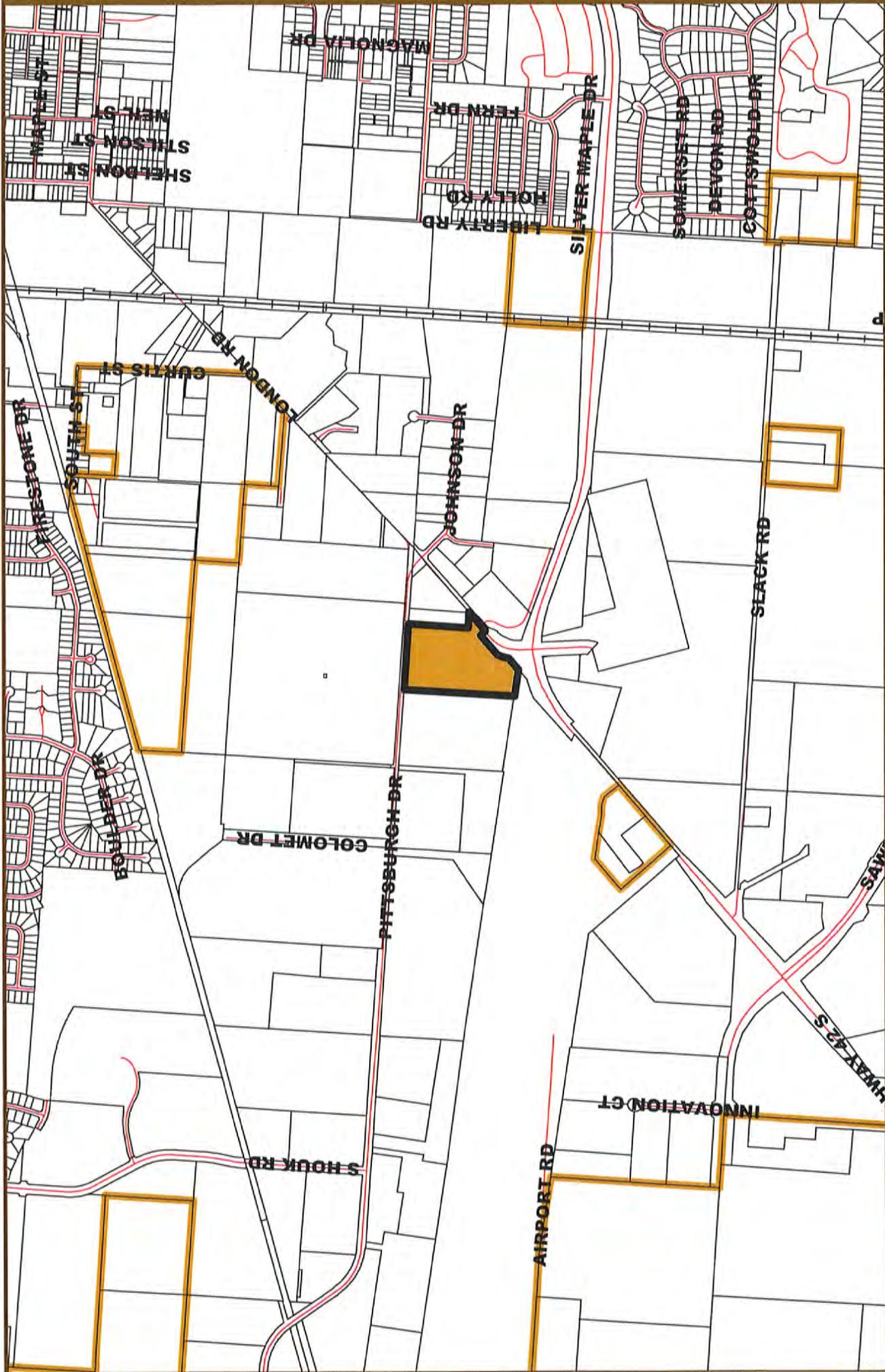
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**STAFF RECOMMENDATION (2018-0017 – FINAL DEVELOPMENT PLAN)**

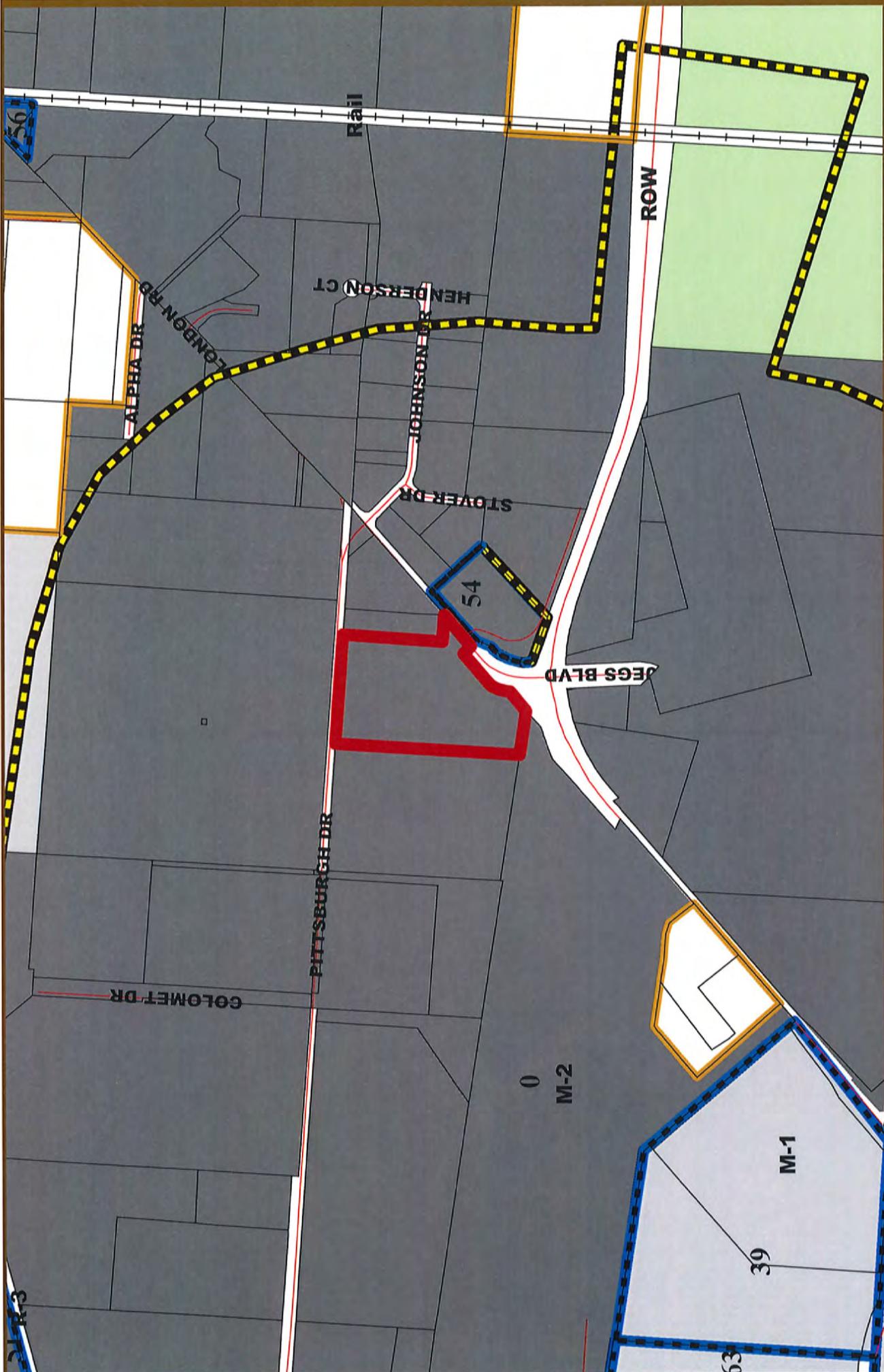
Staff recommends approval of a request by Fed One Dublin LLC., of a Final Development Plan for Midwest Acoust-A-Fiber for a building addition on approximately 14.70 acres at 759 Pittsburgh Drive on property zoned M-2 (General Manufacturing District), with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The required parking spaces for the entire building shall be reduced to 139 parking spaces with a total of 272 future parking spaces identified. The current land owner, at their sole expense, shall construct the future parking spaces when it is notified to do so by the City in its sole discretion.
3. The emergency access point on London Road shall remain chained off and continuously unobstructed per the Fire Department requirements
4. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color.
5. The lighting plan shall be submitted, reviewed and approved by the Chief Building Official.
6. A building permit shall not be issued until a copy of the permanent and temporary FAA determination is provided to the City and any conditions required by the FAA are met.



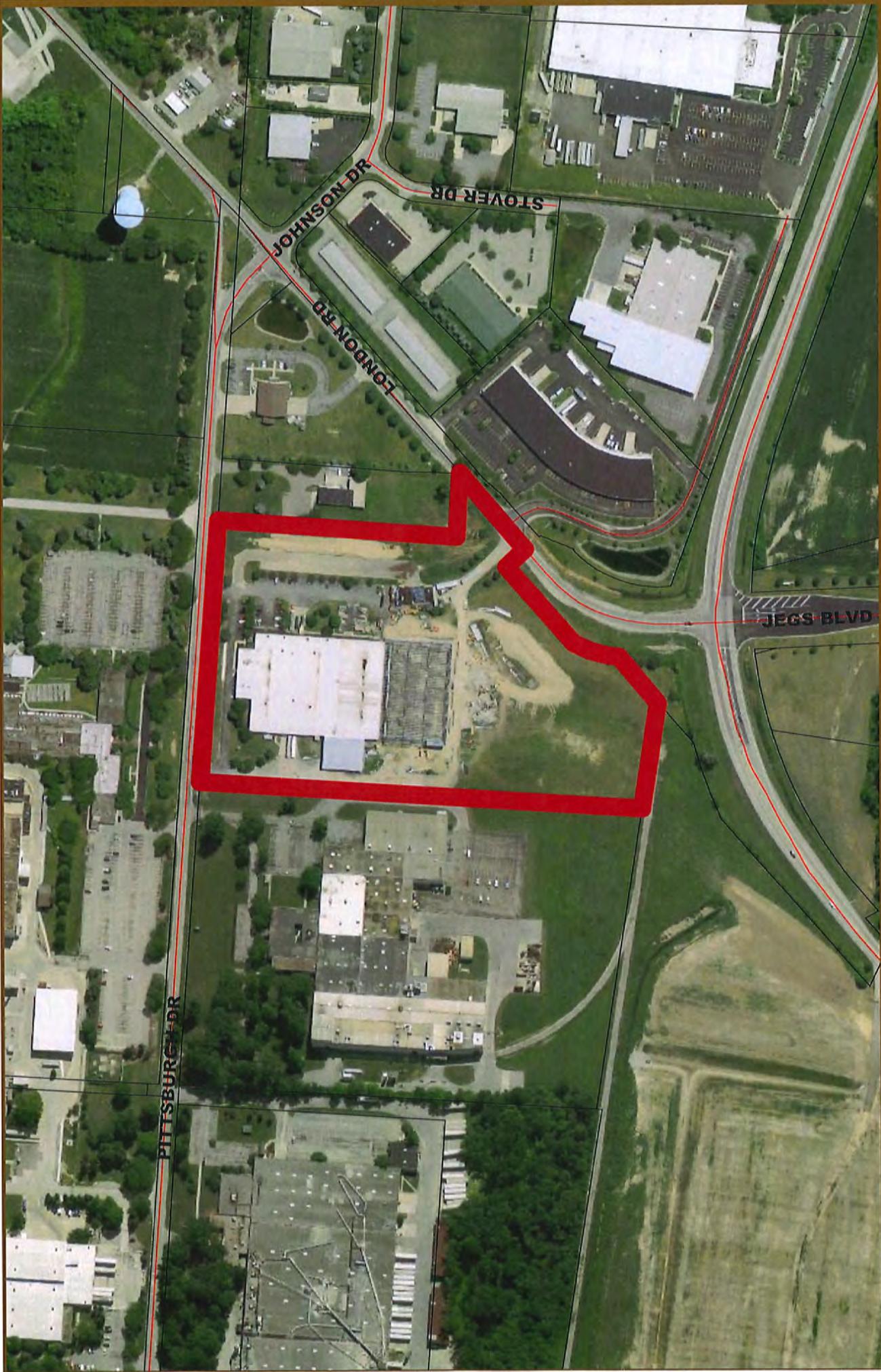


2018-0017  
 Final Development Plan  
 Midwest Acoust-A-Fiber - 759 Pittsburgh Drive  
 Location Map



2018-0017  
 Final Development Plan  
 Midwest Acoust-A-Fiber - 759 Pittsburgh Drive  
 Zoning Map





2018-0017  
Final Development Plan  
Midwest Acoust-A-Fiber - 759 Pittsburgh Drive  
Aerial (2016) Map





18-402  
PROJECT NO.

2 OF 2

FINAL DEVELOPMENT PLAN  
HIDVEST ACQUST-A-FIBER  
STORM GRADING & SITE IMPROVEMENTS  
CITY OF DELAWARE, OHIO

REVISIONS

NO.	DATE	DESCRIPTION	BY



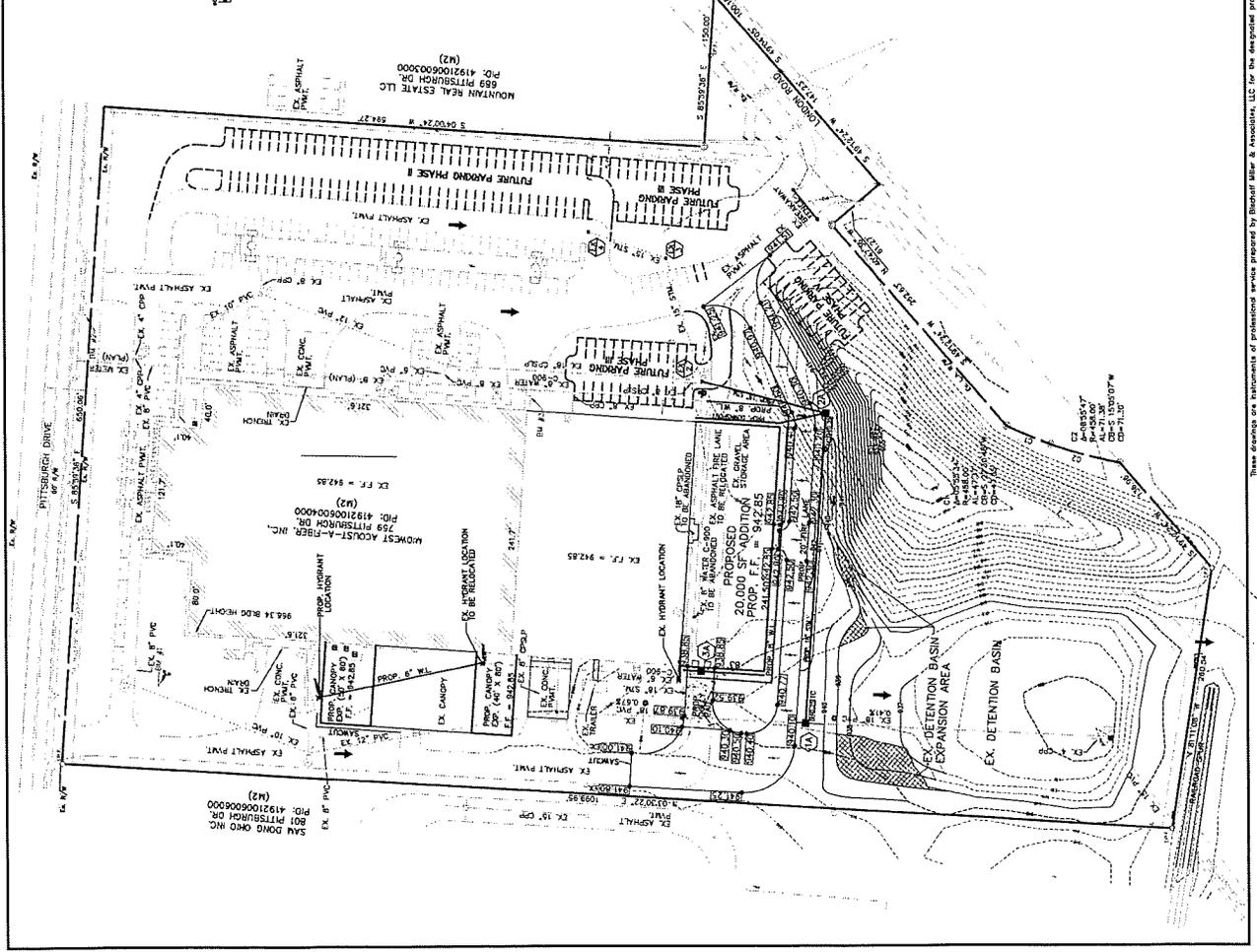
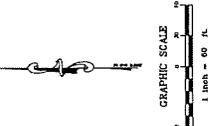
**P**TSCHOFF MILLER &  
ASSOCIATES, LLC  
Professional Engineers  
10000 W. 12th Street, Suite 100  
Cincinnati, OH 45241  
Tel: 513.733.1100  
Fax: 513.733.1101  
www.pml.com

SCALE  
1" = 60'

CUJ  
CHAPP  
SJM  
Down  
1/2/18  
Printed Date

18-402-001-02  
PROJECT NO.  
DATE  
DRAWN  
CHECKED  
SCALE

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72 MILL ST. - CAYAHNA, OH 43230  
 TEL (614) 840-0988  
 FAX (614) 840-0989  
 WWW.DSAARCHITECTSINC.COM

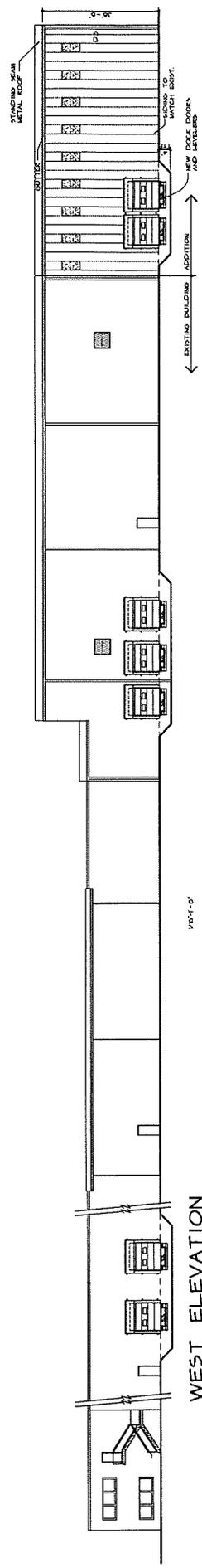
DATE	1/10/11
SCALE	AS SHOWN
PROJECT	NEW BUILDING ADDITION
CLIENT	THE UNIVERSITY OF DELAWARE

**MIDWEST ACQUST-A-FIBER**  
 BUILDING ADDITION  
 759 PITTSBURGH DRIVE  
 DELAWARE, OHIO 43015

**DONALD SCHOFIELD + ASSOCIATES, INC.**  
 ARCHITECTS

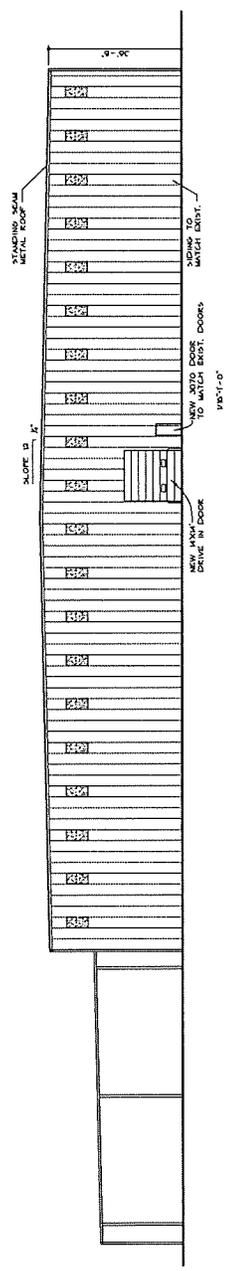
DATE	1/10/11
SCALE	AS SHOWN
PROJECT	NEW BUILDING ADDITION
CLIENT	THE UNIVERSITY OF DELAWARE

**EXTERIOR ELEVATIONS**



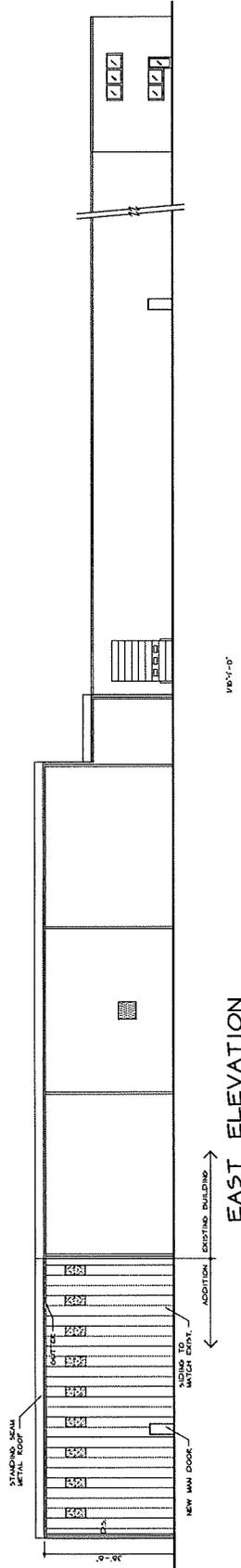
**WEST ELEVATION**

1. NEW SIDING COLOR TO BE PURCHASED SEPARATELY TO BE CONSISTANT W/ EXISTING BUILDING
2. COLOR AND MATERIALS TO BE CONSISTANT W/ EXISTING BUILDING



**SOUTH ELEVATION**

1. NEW SIDING COLOR TO BE PURCHASED SEPARATELY TO BE CONSISTANT W/ EXISTING BUILDING
2. COLOR AND MATERIALS TO BE CONSISTANT W/ EXISTING BUILDING



**EAST ELEVATION**

1. NEW SIDING COLOR TO BE PURCHASED SEPARATELY TO BE CONSISTANT W/ EXISTING BUILDING
2. COLOR AND MATERIALS TO BE CONSISTANT W/ EXISTING BUILDING



## FACT SHEET

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AGENDA ITEM NO: 23

DATE: 02/12/2018

ORDINANCE NO: 18-16

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: David Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE FOR CARNEY RANKER ARCHITECTS APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR WOLFRUM ROOFING FOR A BUILDING ADDITION ON APPROXIMATELY 1.8 ACRES LOCATED AT 132 JOHNSON DRIVE ON PROPERTY ZONED M-2 (GENERAL MANUFACTURING DISTRICT).

**BACKGROUND:**

See attached report

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Section 1129.05 Final Development Plan requirements of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on February 7, 2018.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 18-16

AN ORDINANCE FOR CARNEY RANKER ARCHITECTS APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR WOLFRUM ROOFING FOR A BUILDING ADDITION ON APPROXIMATELY 1.8 ACRES LOCATED AT 132 JOHNSON DRIVE ON PROPERTY ZONED M-2 (GENERAL MANUFACTURING DISTRICT).

WHEREAS, the Planning Commission at its meeting on February 7, 2018 recommended approval of a Combined Preliminary and Final Development Plan for Wolfrum Roofing for a building addition on approximately 1.8 acres located at 132 Johnson Drive on property zoned M-2 (General Manufacturing District) (PC Case 2018-0020).

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

SECTION 1. That the Combined Preliminary and Final Development Plan for Wolfrum Roofing for a building addition on approximately 1.8 acres located at 132 Johnson Drive on property zoned M-2 (General Manufacturing District), is hereby confirmed, approved, and accepted with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color.
3. A continuous row of shrubs shall be installed between the proposed parking lot and Johnson Drive.
4. The landscape plan shall be submitted, reviewed and approved by the Shade Tree Commission.
5. The landscaping plan shall include an additional 9 trees or the applicant shall make a payment in lieu of replacement totaling \$1,800 (\$100 per caliper inch x 18 caliper inch tree) or a combination of both to achieve compliance with Chapter 1168 Tree Preservation Regulations.
6. The light poles shall not exceed 30 feet in height and shall be cut-off style light fixtures.
7. The lighting plan shall be submitted, reviewed and approved by the Chief Building Official.

8. Any new building and/or ground signage would have to achieve compliance with the minimum zoning requirements and the adopted Gateways and Corridor Plan.
9. A building and zoning permit shall not be issued until a copy of the permanent and temporary FAA determination is provided to the City and any conditions required by the FAA are met.

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: 2018-0020

REQUEST: Combined Preliminary and Final Development Plan

PROJECT: Wolfrum Roofing and Exteriors

MEETING DATE: February 07, 2018

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**APPLICANT/OWNER**

Carney Ranker Architects  
5925 Wilcox Place, Suite E  
Dublin, Ohio 43016

**REQUEST**

2018-0020: A request by Carney Ranker Architects for approval of a Combined Preliminary and Final Development Plan for Wolfrum Roofing for a building addition on approximately 1.8 acres located at 132 Johnson Drive on property zoned M-2 (General Manufacturing District).

**PROPERTY LOCATION & DESCRIPTION**

The existing business is located at 132 Johnson Drive on approximately 1.804 acres. The site is zoned M-2 (General Manufacturing District) as are the properties to the north, south, east, and west.

**BACKGROUND/PROPOSAL**

Wolfrum Roofing and Exteriors is a 12,000 square foot business located in the City's Industrial Park. The owner is proposing to construct an 8,000 square foot addition on the northern side of the building for a total square footage of 20,000 square feet (the building addition would accommodate office space and warehouse space). In addition, the existing 22 space parking lot would be increased by 15 parking spaces for a total of 37 parking spaces to accommodate the new addition.

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**STAFF ANALYSIS**

- **ZONING:** The subject property is currently zoned M-2 (General Manufacturing District) which would allow the proposed addition. A Combined Preliminary and Final Development Plan would need to be approved by the Planning Commission and City Council.
- **GENERAL ENGINEERING:** The Applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND ACCESS:** The access to the site would remain at the same locations utilizing the curb cuts on Johnson Drive and Henderson Court. In addition, new asphalt pavement for additional parking spaces would be installed on the north and southwest portions of the existing parking lot.
- **SITE CONFIGURATION:** The 8,000 square foot building addition would be located on the north side of the existing 12,000 square foot building. A new retaining wall extending out from the east side of the building would be located just north of the existing loading docks. They are proposing to expand the existing parking lot to the north and to the southwest by 15 additional parking spaces for a total of 37 spaces. Based on the proposed office (1,991 S.F. / 300 = 7 parking spaces) and warehouse (5,844 S.F. / 1,000 = 6 parking spaces) square footage breakdown provided by the applicant, only 13 additional parking spaces would be required by the zoning code. Any additional detention would be provided in the parking lot and in the open space to the north of the parking lot. A dumpster enclosure comprised of split face block to match the building would be located on the northeast portion of the parking lot from Henderson Court. The enclosure shall have wood or metal doors painted or stained to match. The dumpster is located within or near a sanitary easement, which is acceptable per the Engineering Department.
- **BUILDING DESIGN:** The proposed addition would match the height (just under 20 feet) of the existing building as well as match the existing building's metal siding, standing seam roof, and split face block wainscoting. The main entrance for the addition would be on the northeast corner with an overhead door, a single window, and a man door. The southern and northern elevations would have a row of windows while the western elevation would only have a man door. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color.

- **LANDSCAPING & SCREENING:** The zoning code requires street, front yard and interior parking lot trees and landscaping. The code requires 6 street and 5 front yard trees along Johnson Drive and 7 street and 6 front yard trees along Henderson Court. Currently there are 3 street trees and 3 large pine along Johnson Drive and 4 street trees and 4 large pine trees along Henderson Court. The pine trees along Johnson Drive would be removed with the parking lot addition. All the trees along Henderson Court would remain in the proposed addition with no additional trees required because it is an existing condition with a current full mature buffer. Therefore, 9 additional trees would be required along Johnson Drive (2 street and 7 front yard with the removal of the pine trees) which would yield 18 caliper inches of trees would need to be replaced per Chapter 1168 Tree Preservation Regulations. The applicant has the option to plant the additional required trees on the site (not likely enough room to plant 9 new trees) or make a payment in lieu of replacement totaling \$1,800 (\$100 per caliper inch x 18 caliper inch tree) or a combination of both to achieve compliance with Chapter 1168 Tree Preservation Regulations. In addition, a continuous row of shrubs would be required adjacent to the parking lot addition along Johnson Drive. Also, the interior parking lot landscaping achieves compliance with the zoning code. Finally, the landscaping plan would be required to be approved by the Shade Tree Commission.
  - **LIGHTING:** The plan identifies eight light poles within the parking lot. The light poles shall not exceed 30 feet in height and shall be cut off style light fixtures. In addition, there are five wall mounted lights on the building that illuminates the eastern elevation and a single recessed can light illuminating the northeast entry way. The lighting plan would have to achieve compliance with the zoning code along with being approved by the Chief Building Official.
  - **SIGNAGE:** The owner is not identifying any new signage with the addition. Any new building and/or ground signage would have to achieve compliance with the minimum zoning requirements and the adopted Gateways and Corridor Plan.
  - **AIRPORT OVERLAY DISTRICT:** The owner would have to receive the "Determination of No Hazard to Air Navigation" approval from the FAA. In addition, the owner would have to get a temporary determination letter to allow a crane, etc. during construction. Therefore, any approval must be conditioned that a building permit will not be issued until a copy of the permanent and temporary FAA determination is provided to the City and any conditions required by the FAA are met.
- 

**STAFF RECOMMENDATION (2018-0020 – COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN)**

Staff recommends approval of a request by Carney Ranker Architects of a Combined Preliminary and Final Development Plan for Wolfrum Roofing for a building addition on approximately 1.8 acres located at 132 Johnson Drive on property zoned M-2 (General Manufacturing District), with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color.
3. A continuous row of shrubs shall be installed between the proposed parking lot and Johnson Drive.
4. The landscape plan shall be submitted, reviewed and approved by the Shade Tree Commission.
5. The landscaping plan shall include an additional 9 trees or the applicant shall make a payment in lieu of replacement totaling \$1,800 (\$100 per caliper inch x 18 caliper inch tree) or a combination of both to achieve compliance with Chapter 1168 Tree Preservation Regulations.
6. The light poles shall not exceed 30 feet in height and shall be cut-off style light fixtures.
7. The lighting plan shall be submitted, reviewed and approved by the Chief Building Official.
8. Any new building and/or ground signage would have to achieve compliance with the minimum zoning requirements and the adopted Gateways and Corridor Plan.
9. A building and zoning permit shall not be issued until a copy of the permanent and temporary FAA determination is provided to the City and any conditions required by the FAA are met.

COMMISSION NOTES:

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

CONDITIONS/MISCELLANEOUS:

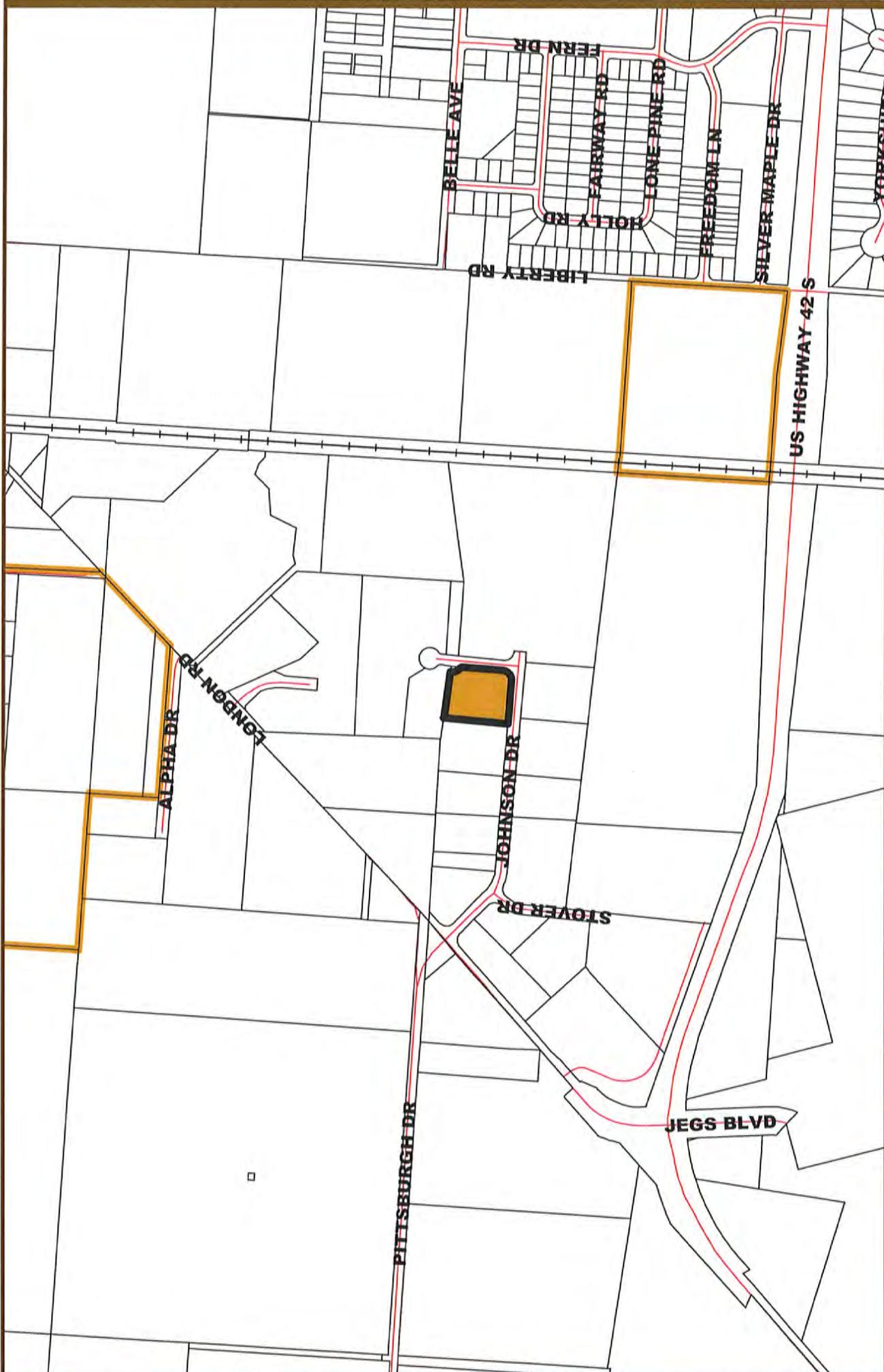
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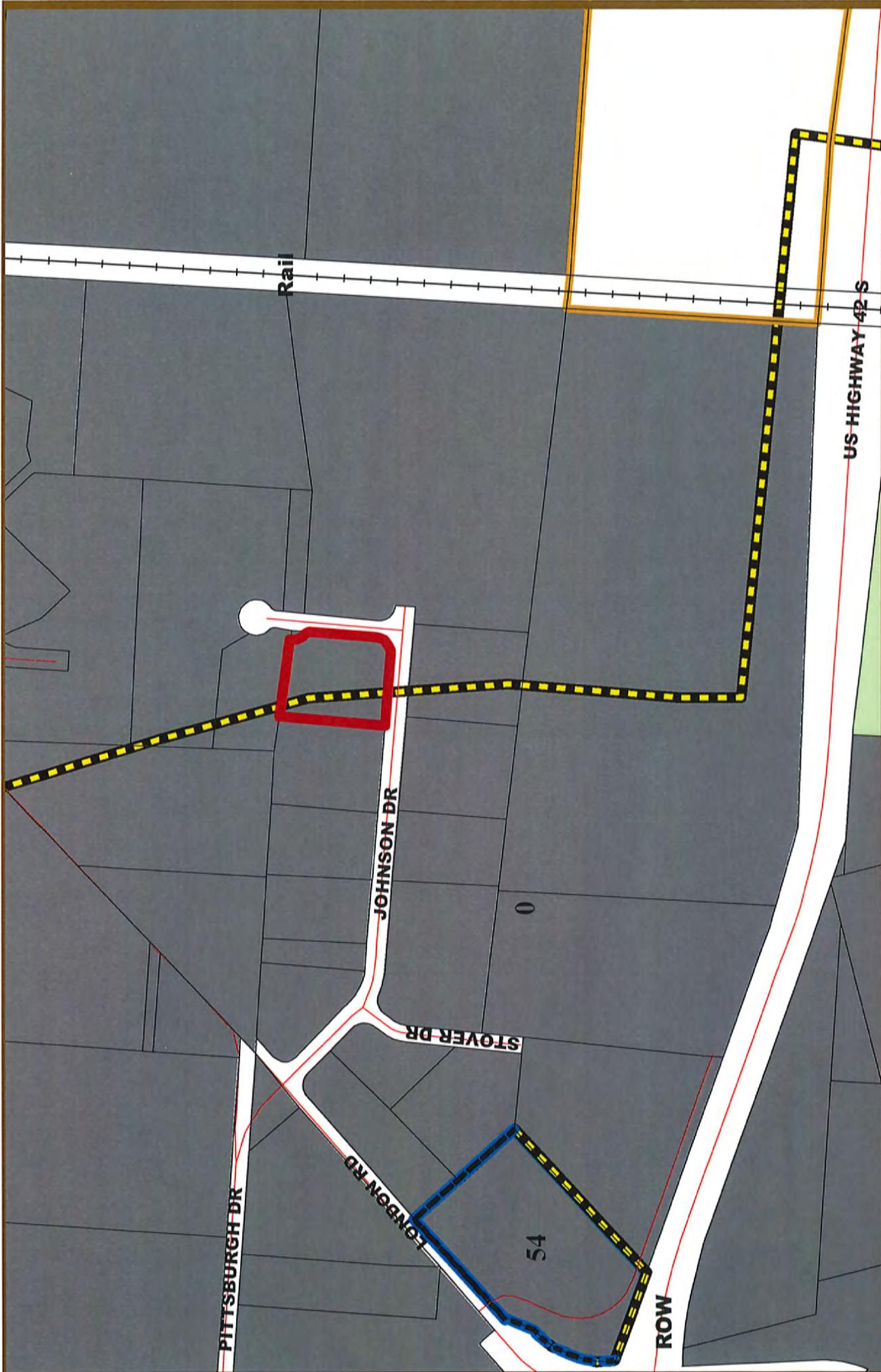
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FILE:  
ORIGINAL:  
REVISED:



2018-0020  
 Combined Preliminary and Final Development Plan  
 Wolfrum Roofing and Exteriors - 132 Johnson Drive  
 Location Map





2018-0020  
 Combined Preliminary and Final Development Plan  
 Wolfrum Roofing and Exteriors - 132 Johnson Drive  
 Zoning Map





2018-0020  
 Combined Preliminary and Final Development Plan  
 Wolfrum Roofing and Exteriors - 132 Johnson Drive  
 Aerial (2016) Map











**CARNEY • RANKER**  
 ARCHITECTS LTD  
 5525 WILCOX ROAD, SUITE E, DUBLIN, OH 43018  
 PH. 614-792-1000 FAX 614-792-1001  
 mrd@carneyranker.com



Delaware, Ohio

Wolftram Roofing and Extiors  
 Building Addition For  
 132 Johnson Drive

CRN Proj. No.:  
 Drawn by:  
 Checked by:  
 Date:  
 Revisions:

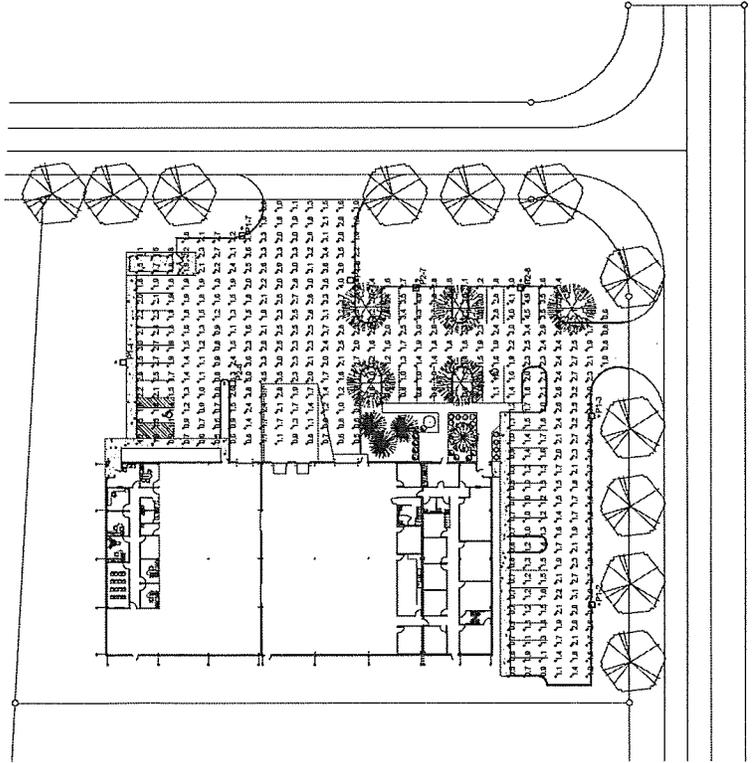
E001

2001-10001  
**PRATER**  
 Engineering Associates, Inc.  
 6130 Wilcox Road  
 Dublin, Ohio 43015  
 PHONE: (614) 788 4888  
 FAX: (614) 788 2354

Symbol	Label	Quantity	Manufacturer	Product/Model	Description	Notes	Location on Plan	Light Type	Height
□ •	P1	5	WAL LUMINA	WAL LUMINA P1	5.0 FT. HANGING P1	5.0 FT. HANGING P1	1	1	7.0
□ •	P2	3	WAL LUMINA	WAL LUMINA P2	5.0 FT. HANGING P2	5.0 FT. HANGING P2	2	2	7.0

**GENERAL NOTES**

1. FEE LIGHTS P1 & P2 OVERALL HEIGHT IS 28'-0".
2. CIRCULATION GRID IS AT 7'-0".



SITE LIGHTING  
 SCALE: 1" = 30'-0"



**CARNEY • RANKER**  
 ARCHITECTS LTD  
 5925 Wilcox Park, Suite E Dayton, OH 45418  
 PH: 937-725-1050 FAX: 937-725-1001  
 mail@carneyranker.com



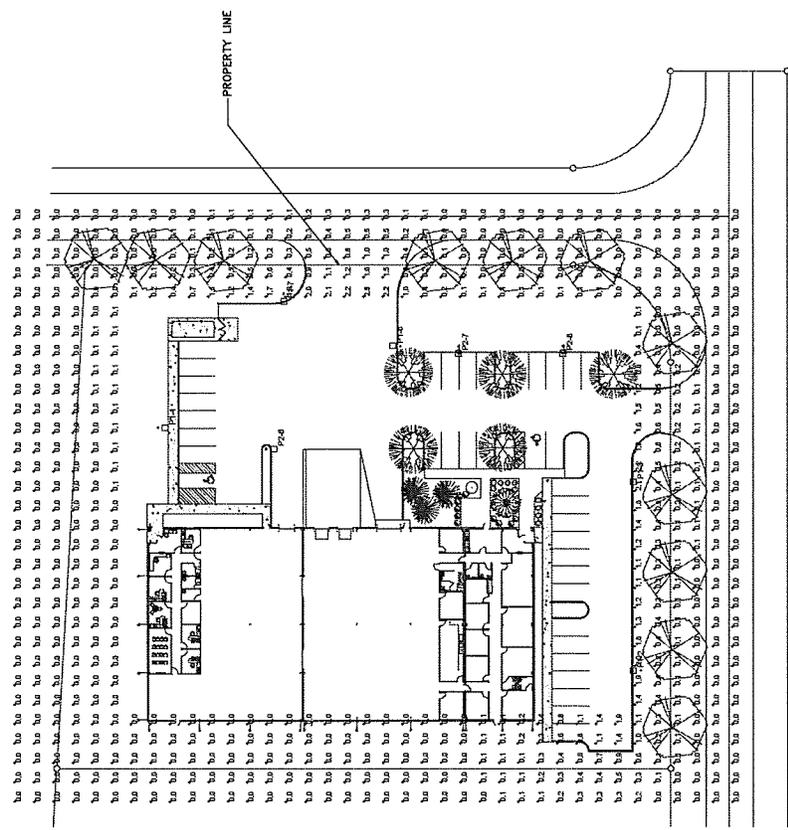
Delaware, Ohio

Building Addition For  
**Woffram Roofing and Exteriors**  
 132 Johnson Drive

CRN Proj. No.:  
 Drawing:  
 Created By:  
 Date:

**E002**

1000-1000  
**PRAETER**  
 Engineering Associates, Inc.  
 6130 Wilcox Road  
 Dublin, Ohio 43015  
 (614) 766-4886  
 FAX: (614) 766-2354  
 PRAETER  
 ENGINEERING ASSOCIATES, INC.  
 1000-1000



PROPERTY LINE  
 SITE LIGHTING  
 SCALE: 1"=30'-0"



**CARNEY • RANKER**  
 ARCHITECTS LTD  
 5525 Frank Park, Suite E1306, OH 43016  
 Ph. 614-772-1000 Fax 614-772-1001  
 rml@carneyranker.com



Delaware, Ohio

Building Addition For  
**Wolfram Roofing and Exteriors**  
 132 Johnson Drive

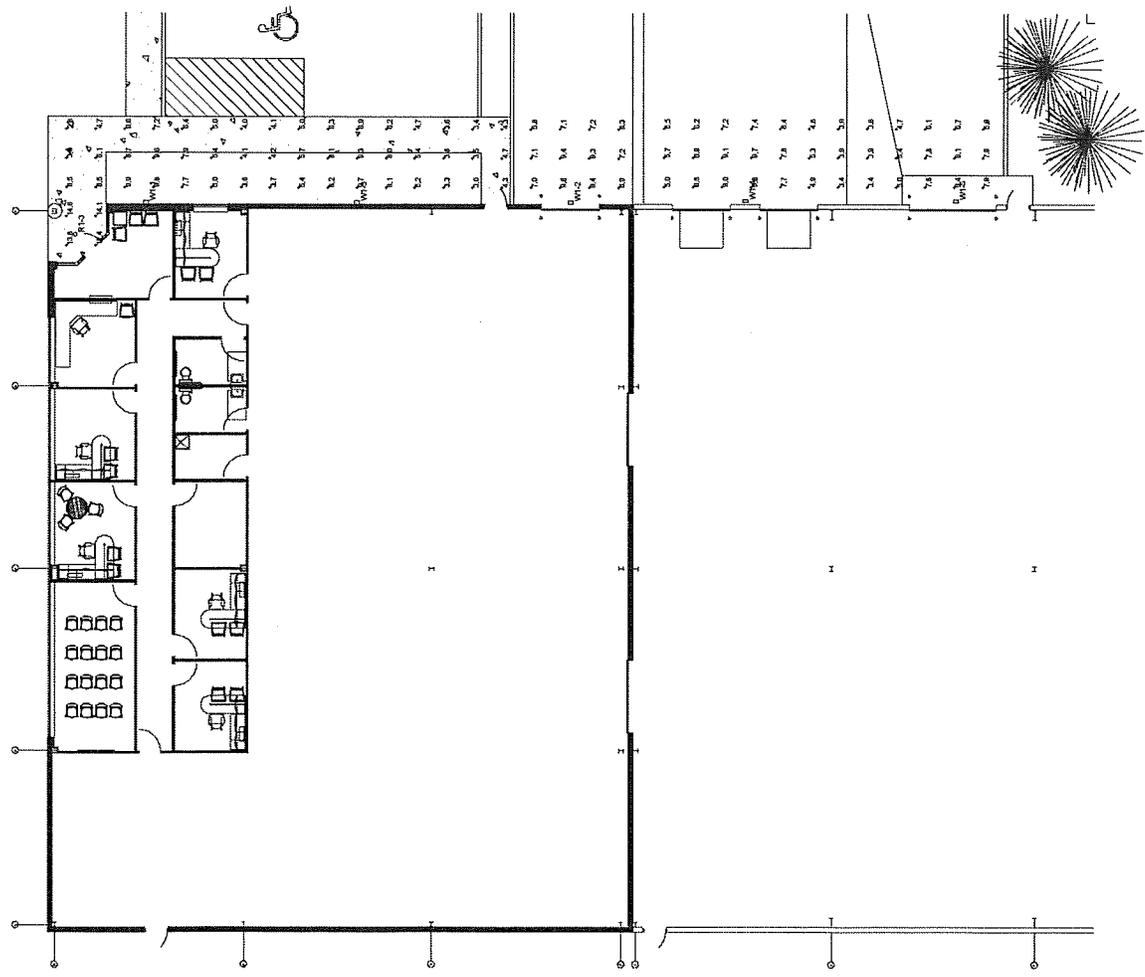
DRP Title No.:  
 Drawn by:  
 Checked by:  
 Date:  
 Revision:

**E003**

2024-1000  
**PRAATER**  
 Engineering Associates, Inc.  
 6130 Wilson Road (614) 786 4896  
 Dublin, Ohio 43016 FAX: (614) 786 3354

Symbol	Level	Quantity	Manufacturer	Model/Finish	Description	Notes	Finish	Quantity	Unit	Material	Package
□	P1	1	MAZ LIGHTING	1	EA	MAZ LIGHTING	MAZ LIGHTING				
□	P2	1	MAZ LIGHTING	1	EA	MAZ LIGHTING	MAZ LIGHTING				
○	R1	1	MAZ LIGHTING	1	EA	MAZ LIGHTING	MAZ LIGHTING				
□	W1	1	MAZ LIGHTING	1	EA	MAZ LIGHTING	MAZ LIGHTING				

Item	Quantity	Unit	Material	Package
MAZ LIGHTING	1	EA	MAZ LIGHTING	MAZ LIGHTING
MAZ LIGHTING	1	EA	MAZ LIGHTING	MAZ LIGHTING
MAZ LIGHTING	1	EA	MAZ LIGHTING	MAZ LIGHTING
MAZ LIGHTING	1	EA	MAZ LIGHTING	MAZ LIGHTING



**ENTRY & DOCK**  
 SITE LIGHTING  
 SCALE: 1/8"=1'-0"





## FACT SHEET

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AGENDA ITEM NO: 24

DATE: 02/12/2018

ORDINANCE NO: 18-17

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

---

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 DEVELOPMENT MANAGEMENT GROUP APPROVING A FINAL DEVELOPMENT PLAN FOR AN OUT LOT BUILDING INCLUDING MATTRESS FIRM ON APPROXIMATELY 1.29 ACRES ON PROPERTY ZONED B-3 PMU (COMMUNITY BUSINESS DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE SOUTH SIDE OF SR 36/37 JUST WEST OF THE MEIJER GAS STATION WITHIN THE GLENWOOD COMMONS SHOPPING CENTER.

**BACKGROUND:**

See attached report.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Section 1129.05 Final Development Plan requirements of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on February 7, 2018.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

See attached

## ORDINANCE NO. 18-17

AN ORDINANCE FOR DEVELOPMENT MANAGEMENT GROUP APPROVING A FINAL DEVELOPMENT PLAN FOR AN OUT LOT BUILDING INCLUDING MATTRESS FIRM ON APPROXIMATELY 1.29 ACRES ON PROPERTY ZONED B-3 PMU (COMMUNITY BUSINESS DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE SOUTH SIDE OF SR 36/37 JUST WEST OF THE MEIJER GAS STATION WITHIN THE GLENWOOD COMMONS SHOPPING CENTER.

WHEREAS, the Planning Commission at its meeting on February 7, 2018 recommended approval of a Final Development Plan for Development Plan Group for an out lot building including Mattress Firm on approximately 1.29 acres on property zoned B-3 PMU (Community Business District with a Planned Mixed Use Overlay District) located on the south side of SR 36/37 just west of the Meijer Gas Station within the Glenwood Commons Shopping Center (PC Case 2018-0021).

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

SECTION 1. That the Final Development Plan for Development Plan Group for an out lot building including Mattress Firm on approximately 1.29 acres on property zoned B-3 PMU (Community Business District with a Planned Mixed Use Overlay District) located on the south side of SR 36/37 just west of the Meijer Gas Station within the Glenwood Commons Shopping Center, is hereby confirmed, approved, and accepted with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The applicant shall show on their plans and record a cross access agreement adjacent to at least one east/west drive aisle to the out lot to the west for internal access. Should the property to the west develop, the owner of the out lot to the west shall be required to utilize and perform any required improvements to complete access to the subject out lot.
3. The limestone on the building shall be Delaware blue vein limestone or equivalent as approved by City Staff.
4. The awnings on the front elevation shall be made of fabric.

5. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color.
6. All roof top mechanical equipment shall be screened by a parapet wall or approved screening device.
7. The Applicant shall submit all building elevations along with material and color samples for all building materials for staff review and approval.
8. All signage shall achieve compliance with approved development text (Ordinance 13-02) and the current zoning requirements.
9. The lighting plan shall be reviewed and approved by the Chief Building Official and all lighting must meet the requirements of the approved development text and the Planning & Zoning Code.
10. The light fixtures shall be decorative that matches the other out buildings in the Glenwood Commons Shopping Center.

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



## PLANNING COMMISSION / STAFF REPORT

**CASE NUMBER:** 2018-0021  
**REQUEST:** Final Development Plan  
**PROJECT:** Mattress Firm  
**MEETING DATE:** February 7, 2018

### APPLICANT/OWNER

Development Management Group  
4209 Gallatin Pike  
Nashville, Tennessee 37216

### REQUEST

2018-0021: A request by Development Management Group for approval of a Final Development Plan for an out lot building including Mattress Firm on approximately 1.29 acres on property zoned B-3 PMU (Community Business District with a Planned Mixed Use Overlay District) located on the south side of SR 36/37 just west of the Meijer Gas Station within the Glenwood Commons Shopping Center.

### PROPERTY LOCATION & DESCRIPTION

The approximate 1.29 acre property is located on the south side of SR 36/37 just west of Meijer Gas Station within the Glenwood Commons Shopping Center. The property to the north across US 36/37 is zoned B-3 (Community Commercial District) while the properties to the east, west and south are within the Glenwood Commons Shopping Center and zoned B-3 PMU.

### BACKGROUND/PROPOSAL

In January 2006 City Council approved a mixed use commercial, office and residential rezoning for 150 acres which included Glenwood Commons Shopping Center. In 2013 the development plan was amended for the Quail Pass apartment development. Since 2006 several big box buildings and a few out buildings were constructed. Now the developer is proposing to construct an approximate 6,203 square foot, two tenant building in which one tenant would be Mattress Firm on the current vacant out lot just west of the Meijer Gas Station and west of the previously re-located Mill Run stream.

### STAFF ANALYSIS

- **ZONING:** As previously mentioned, the zoning for the subject site is B-3 PMU. Under the current zoning, the proposed retail building is a permitted use. Final Development Plan approval of the application would be required by the Planning Commission and City Council.
- **GENERAL ENGINEERING:** The Applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND ACCESS:** The subject site is accessed by two curbs from the existing internal shopping center access road with no direct access to SR 36/37. The internal access road would loop the retail building to provide full access around the proposed building. Staff recommends that the western most curb cut should be shared with the future tenant on the out parcel to the west when that site is developed. At a minimum, the applicant shall show on their plans and record a cross access agreement adjacent to at least one east/west drive aisle to the out lot to the west for internal access. Should the property to the west develop, the owner of the out lot to the west shall be required to utilize and perform any required improvements to complete access to the subject out lot.
- **SITE CONFIGURATION:** The approximate 1.29 acre site would yield an approximate 6,203 square foot retail building with two tenant spaces (Mattress Firm encompasses 4,000 square feet and 2,203 square feet of vacant tenant space). The two proposed curb cuts would access a 38 space parking lot (31 parking spaces are required by code) which would loop around the proposed building. The front elevation would have exposure to US 36/37 while the rear of the elevation would face the internal shopping center access road which is typical for all the out lots in this development. A proposed dumpster is located in the rear of the building adjacent to the easternmost curb cut. The dumpster enclosure shall be constructed of brick or stone to match

the building and have wood doors painted or stained to match. Storm water would be detained in the Glenwood Commons regional detention basin.

- **BUILDING DESIGN:** As mentioned above, the retail building would front US 36/37 with up to two tenant spaces while the rear building would face the internal shopping center access road and where the building would be accessed. The proposed building would have four sided architectural. The front elevation would be comprised of limestone columns (Delaware blue vein or equivalent) to the window height with sandlewood quik brik comprising the remainder of the columns. The remainder of the elevation would be limestone with EIFS with a finished cornice above the four aluminum storefront windows and two entrance doors. Fabric awnings would be located above the doors and windows (red awning above Mattress Firm and black awning above the vacant tenant space) with gooseneck lights located above the awnings. The east (vacant tenant space) and west elevation (Mattress Firm) would mirror the front elevation but without the entrance doors. The rear elevation essentially mirrors the other elevations except there would be two man doors and three window bays with quik brik instead of limestone comprising the wall at window height. All building appurtenances (coping, downspouts, etc.) should be painted to match the adjacent building color. Also, staff would require submittal of each building material with color samples to ensure compliance is achieved at building permit approval.
- **TREE REMOVAL & REPLACEMENT:** There do not appear to be any qualifying trees 6 inches in caliper or larger on the subject parcel.
- **LANDSCAPING & SCREENING:** When Glenwood Commons Shopping Center was constructed, the typical landscaping requirements which included street trees, front yard trees and other landscaping were installed. The out lots now only require parking lot and foundation landscaping. The proposed landscape plan has the appropriate parking lot trees along with installing trees and shrubs around the building, dumpster enclosure and site mechanical equipment. The Shade Tree Commission approved the landscape plan on January 23, 2018.
- **SIGNS:** The applicant is not proposing specific building signage but there appears to be appropriate space on the north and south building elevations for tenant signage. Per the approved development text, one sign is permitted per frontage of a public or private street except that there shall not be more than two such signs per primary tenant per building. Externally illuminated and reverse channel letter signs are preferred. No freestanding signage is permitted for out buildings but internal directional signage is permitted at the discretion of the Planning staff.
- **LIGHTING:** The owner is proposing six light poles throughout the parking lot that would be 25 feet high and other building lighting. Per the zoning code, the light poles shall be black in color while the light fixtures shall be decorative to be consistent with other out buildings in the Glenwood Commons development. All lighting must meet the requirements of the Planning & Zoning Code and be approved by the Chief Building Official.

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**STAFF RECOMMENDATION (2018-0021 – FINAL DEVELOPMENT PLAN)**

Staff recommends approval of a request by Development Management Group of a Final Development Plan for an out lot building including Mattress Firm on approximately 1.29 acres on property zoned B-3 PMU (Community Business District with a Planned Mixed Use Overlay District) located on the south side of SR 36/37 just west of the Meijer Gas Station within the Glenwood Commons Shopping Center, with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The applicant shall show on their plans and record a cross access agreement adjacent to at least one east/west drive aisle to the out lot to the west for internal access. Should the property to the west develop, the owner of the out lot to the west shall be required to utilize and perform any required improvements to complete access to the subject out lot.
3. The limestone on the building shall be Delaware blue vein limestone or equivalent as approved by City Staff.
4. The awnings on the front elevation shall be made of fabric.

5. All building appurtenances (coping, downspouts, etc.) shall be painted to match the adjacent building color.
6. All roof top mechanical equipment shall be screened by a parapet wall or approved screening device.
7. The Applicant shall submit all building elevations along with material and color samples for all building materials for staff review and approval.
8. All signage shall achieve compliance with approved development text (Ordinance 13-02) and the current zoning requirements.
9. The lighting plan shall be reviewed and approved by the Chief Building Official and all lighting must meet the requirements of the approved development text and the Planning & Zoning Code.
10. The light fixtures shall be decorative that matches the other out buildings in the Glenwood Commons Shopping Center.

**COMMISSION NOTES:**

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

*CONDITIONS/MISCELLANEOUS:*

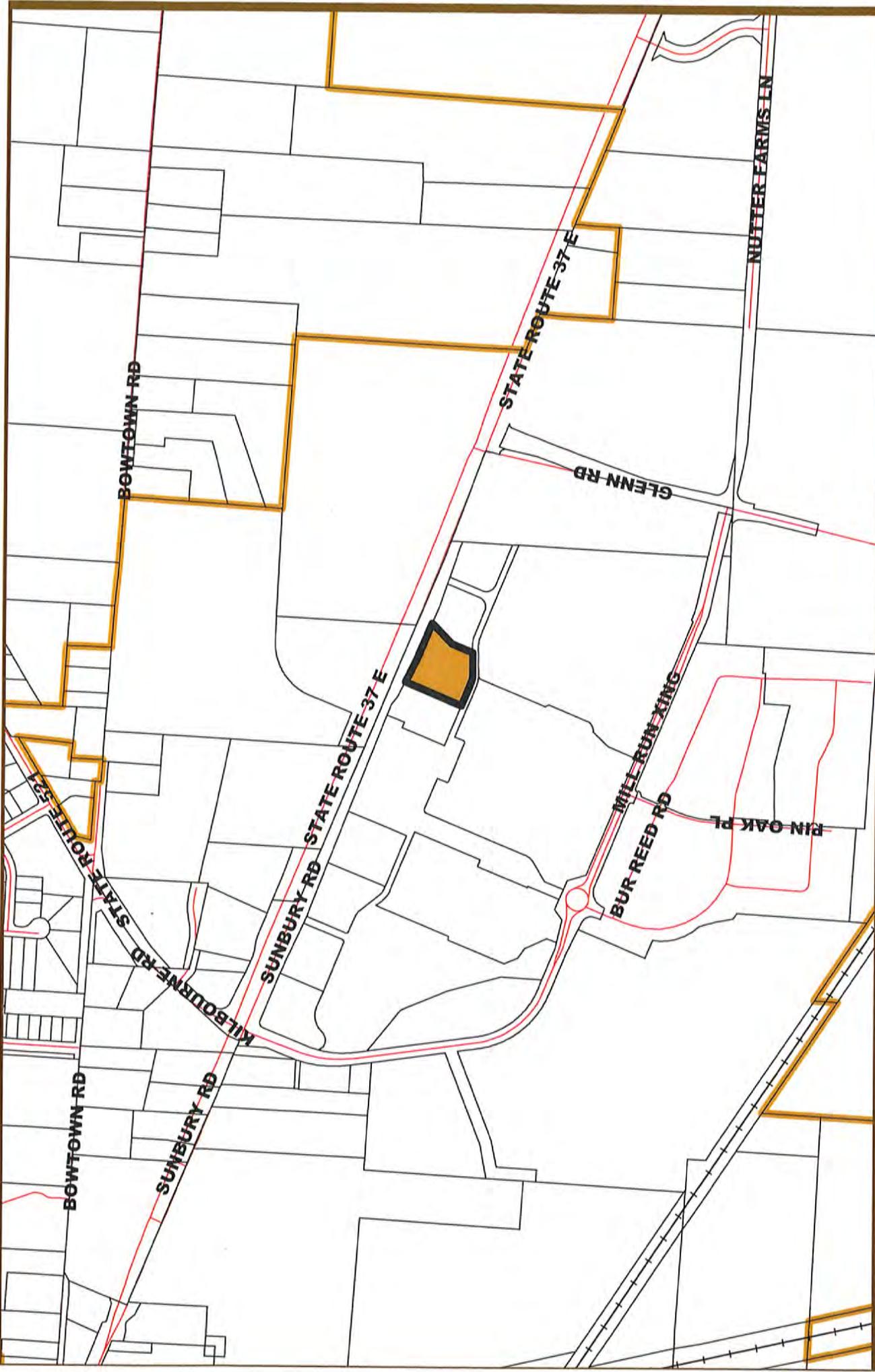
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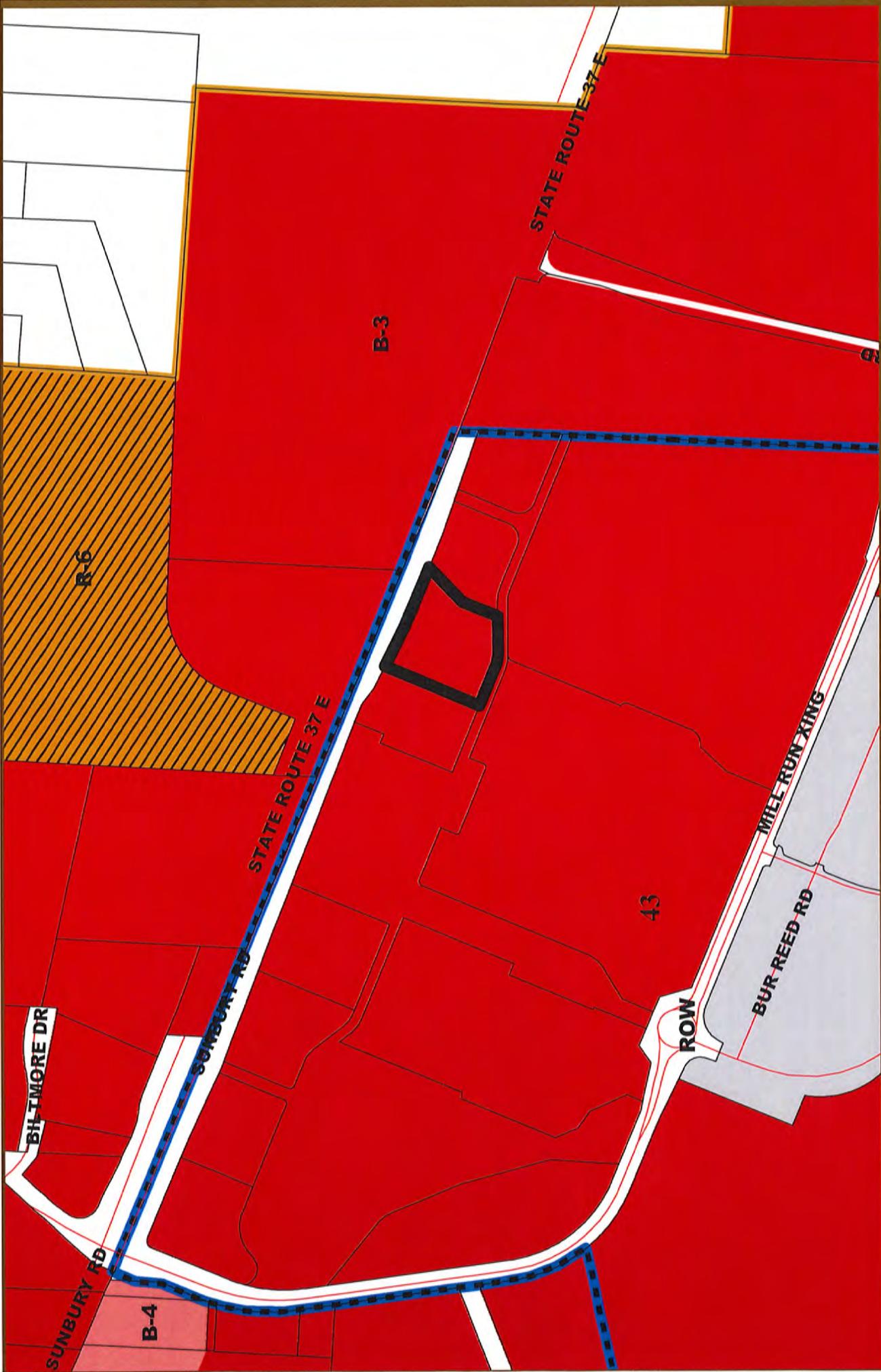
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**FILE:**  
**ORIGINAL:**     02/01/18  
**REVISED:**



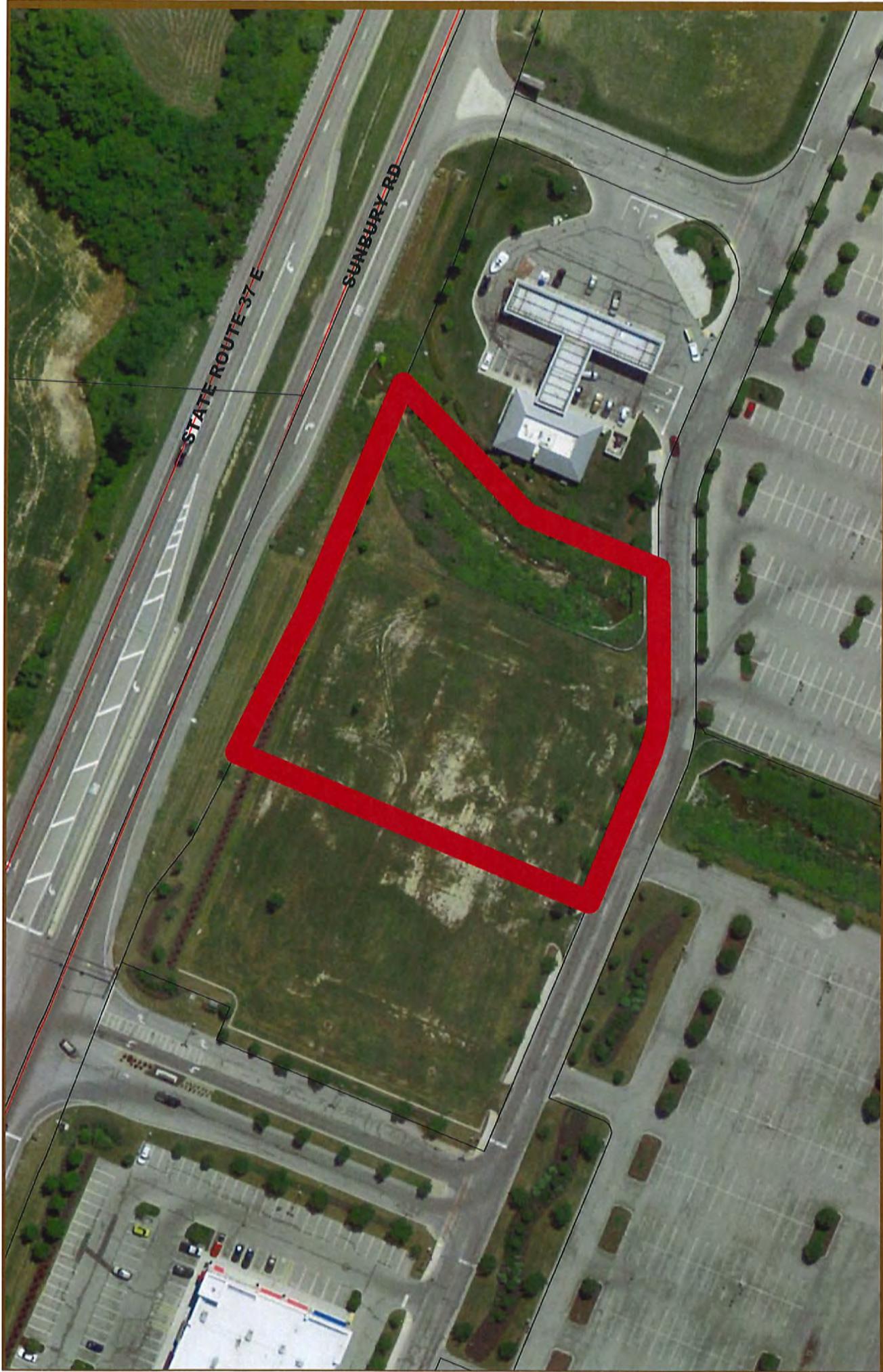
2018-0021  
 Final Development Plan  
 Mattress Firm - Glenwood Commons Shopping Center  
 Location Map





2018-0021  
 Final Development Plan  
 Mattress Firm - Glenwood Commons Shopping Center  
 Zoning Map





2018-0021  
Final Development Plan  
Mattress Firm - Glenwood Commons Shopping Center  
Aerial (2016) Map





















REVISIONS	DATE	BY	APP'D

DATE:	12/05/21
DWG Project No.:	17164
UTILITY SERVICES PLAN	
<b>C5.0</b>	



**FLOOD NOTE:** FLOOD INFORMATION HAS BEEN OBTAINED FROM THE DELAWARE COUNTY FLOOD CONTROL DISTRICT. THE FLOOD HAZARD ZONING MAP IS LOCATED ON THE FLOOD HAZARD ZONING MAP COMMUNITY PANEL NO. 1425 EDWARDS ROAD, SUITE 100, DELRAND, OHIO. THE FLOOD HAZARD ZONING MAP IS SUBJECT TO CHANGE WITHOUT NOTICE. THE FLOOD HAZARD ZONING MAP IS SUBJECT TO CHANGE WITHOUT NOTICE. THE FLOOD HAZARD ZONING MAP IS SUBJECT TO CHANGE WITHOUT NOTICE.

**SURVEY NOTE:** SURVEY INFORMATION HAS BEEN OBTAINED FROM THE DELAWARE COUNTY FLOOD CONTROL DISTRICT. THE FLOOD HAZARD ZONING MAP IS LOCATED ON THE FLOOD HAZARD ZONING MAP COMMUNITY PANEL NO. 1425 EDWARDS ROAD, SUITE 100, DELRAND, OHIO. THE FLOOD HAZARD ZONING MAP IS SUBJECT TO CHANGE WITHOUT NOTICE. THE FLOOD HAZARD ZONING MAP IS SUBJECT TO CHANGE WITHOUT NOTICE. THE FLOOD HAZARD ZONING MAP IS SUBJECT TO CHANGE WITHOUT NOTICE.

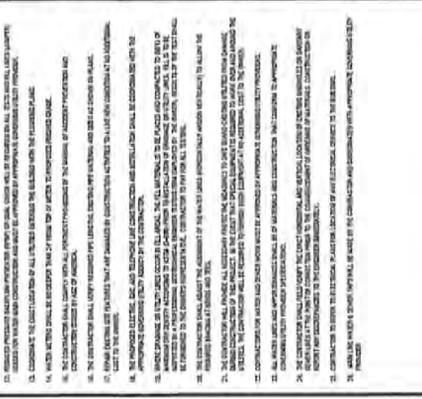
**DISTURBED AREA:** DISTURBED AREAS ARE SHOWN IN RED. DISTURBED AREAS ARE SHOWN IN RED.

**SITE UTILITY NOTES:**

1. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE DELAWARE COUNTY ENGINEERING DEPARTMENT.
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**TELEPHONICABLE NOTE:** CONTRACTOR TO COORDINATE WITH LOCAL TELEPHONICABLE CONCERNING INSTALLATION OF CONDUITS FROM EXTERIOR OF SITE TO BUILDING.

**PROPOSED FEATURE LEGEND**

PROPOSED WATER MAINS  
PROPOSED WATER SERVICE  
PROPOSED WATER METER  
PROPOSED WATER VALVE  
PROPOSED WATER METER BOX

**UTILITY NOTES AND OWNERS**

OWNER: CITY OF DELAWARE PUBLIC UTILITIES DEPARTMENT  
200 CHERRY STREET  
DELRAND, OH 43029  
PH: 614-372-2443

ELECTRIC: CONSOLIDATED ELECTRIC COMPANY, INC.  
10000 W. STATE ST.  
MARIETTA, OH 45751  
PH: 614-372-2443

ISSUED FOR:  CHECKSET  AGENCY REVIEW  BID PURPOSES  CONSTRUCTION

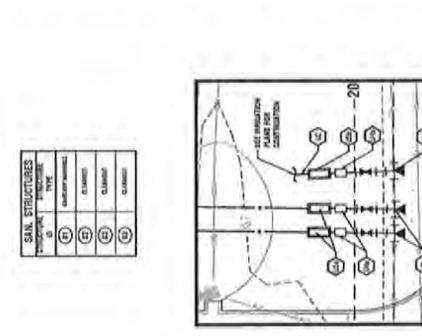
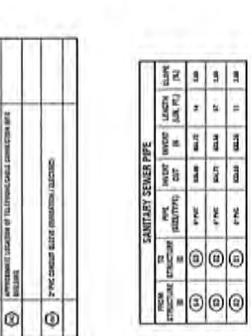
SCALE: 1" = 20'

**NOTES BY SYMBOL**

SYMBOL	DESCRIPTION	DETAIL
①	NEW WATER SERVICE	
②	NEW WATER METER	
③	NEW WATER VALVE	
④	NEW WATER METER BOX	
⑤	NEW WATER MAINS	
⑥	NEW WATER SERVICE	
⑦	NEW WATER METER	
⑧	NEW WATER VALVE	
⑨	NEW WATER METER BOX	
⑩	NEW WATER MAINS	
⑪	NEW WATER SERVICE	
⑫	NEW WATER METER	
⑬	NEW WATER VALVE	
⑭	NEW WATER METER BOX	
⑮	NEW WATER MAINS	
⑯	NEW WATER SERVICE	
⑰	NEW WATER METER	
⑱	NEW WATER VALVE	
⑲	NEW WATER METER BOX	
⑳	NEW WATER MAINS	

**SANITARY SERVICE PIPE**

PIPE SIZE	PIPE TYPE	PIPE WALL THICKNESS	PIPE WEIGHT
12"	PVC	0.375"	12.5 LB
10"	PVC	0.375"	10.5 LB
8"	PVC	0.375"	8.5 LB
6"	PVC	0.375"	6.5 LB
4"	PVC	0.375"	4.5 LB
3"	PVC	0.375"	3.5 LB
2"	PVC	0.375"	2.5 LB
1 1/2"	PVC	0.375"	1.5 LB
1"	PVC	0.375"	1.0 LB
3/4"	PVC	0.375"	0.75 LB
1/2"	PVC	0.375"	0.5 LB
1/4"	PVC	0.375"	0.25 LB



**TELEPHONICABLE NOTE:** CONTRACTOR TO COORDINATE WITH LOCAL TELEPHONICABLE CONCERNING INSTALLATION OF CONDUITS FROM EXTERIOR OF SITE TO BUILDING.

**PROPOSED FEATURE LEGEND**

PROPOSED WATER MAINS  
PROPOSED WATER SERVICE  
PROPOSED WATER METER  
PROPOSED WATER VALVE  
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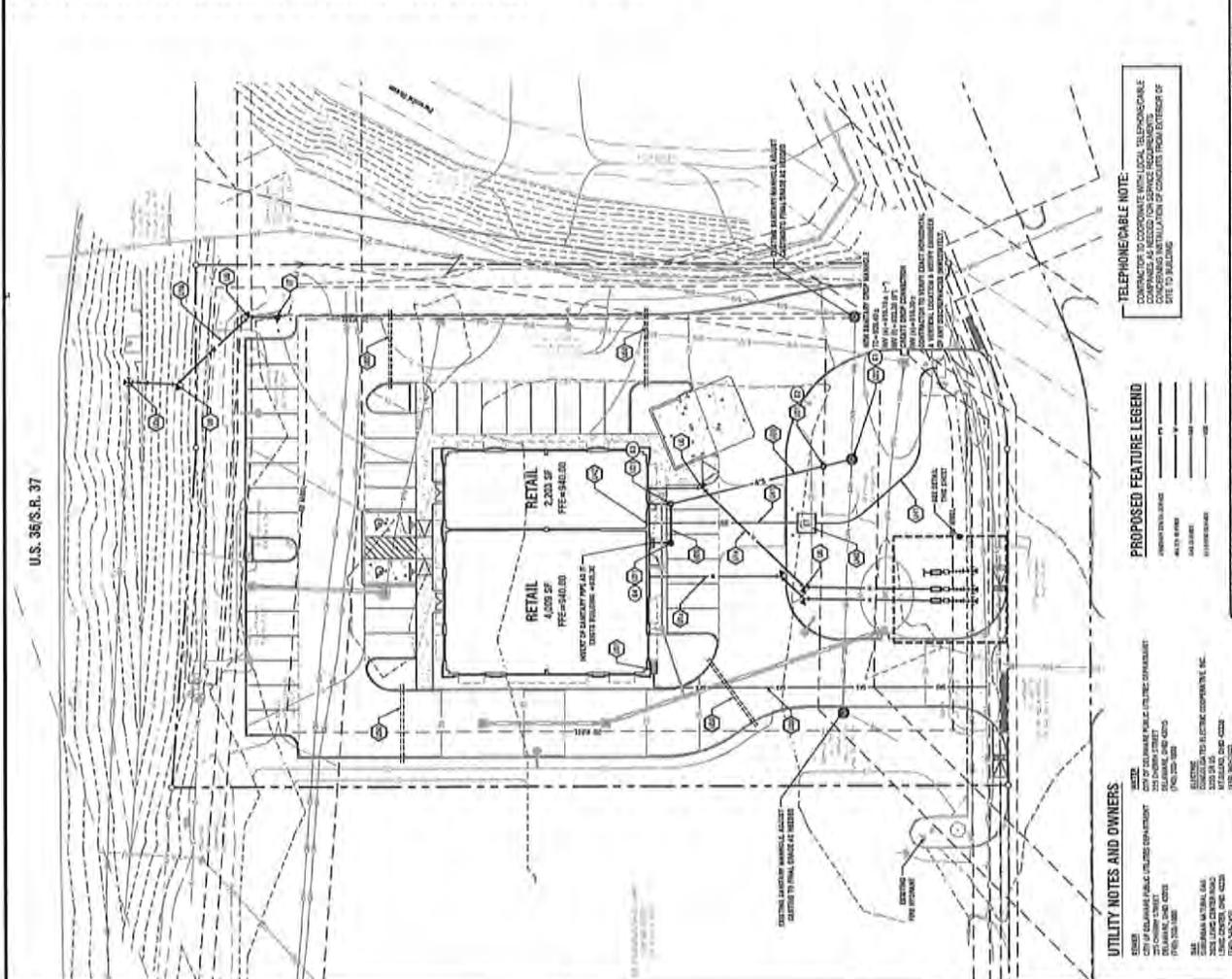
**UTILITY NOTES AND OWNERS**

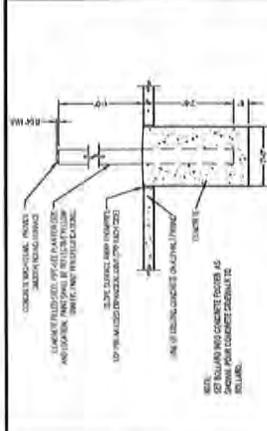
OWNER: CITY OF DELAWARE PUBLIC UTILITIES DEPARTMENT  
200 CHERRY STREET  
DELRAND, OH 43029  
PH: 614-372-2443

ELECTRIC: CONSOLIDATED ELECTRIC COMPANY, INC.  
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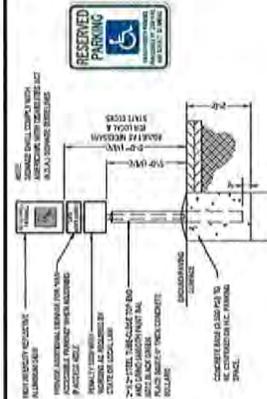
ISSUED FOR:  CHECKSET  AGENCY REVIEW  BID PURPOSES  CONSTRUCTION

SCALE: 1" = 20'

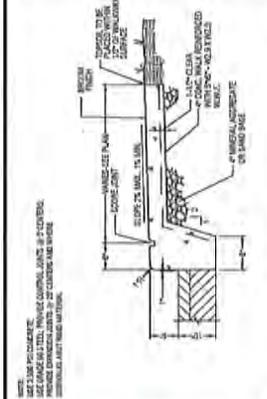




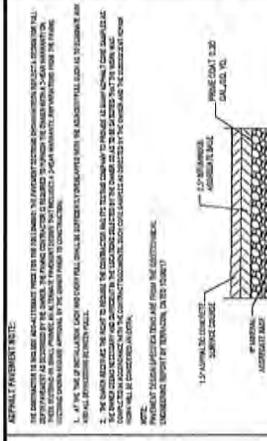
**11** CONCRETE BOLLARD  
REV



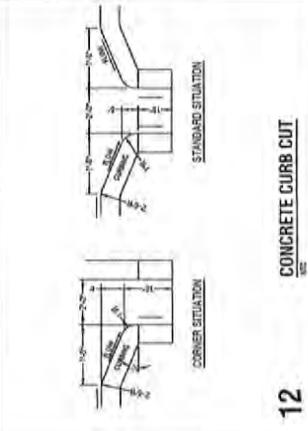
**8** ADA ACCESSIBLE SIGN  
REV



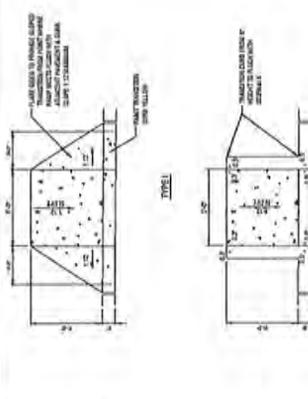
**4** SIDEWALK WITH TURN DOWN CURB  
REV



**1** ASPHALT PAVEMENT SECTIONS  
REV



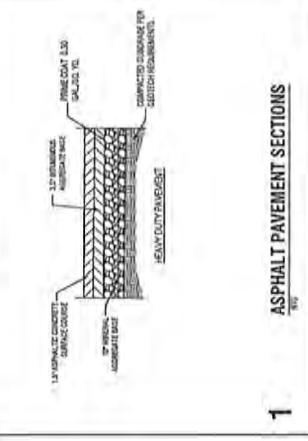
**12** CONCRETE CURB CUT  
REV



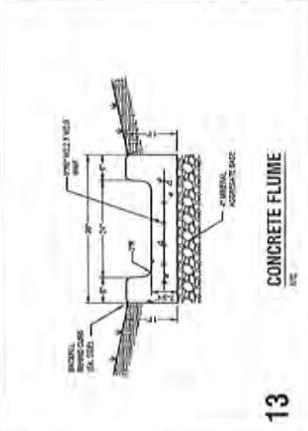
**9** ADA ACCESSIBLE RAMP  
REV



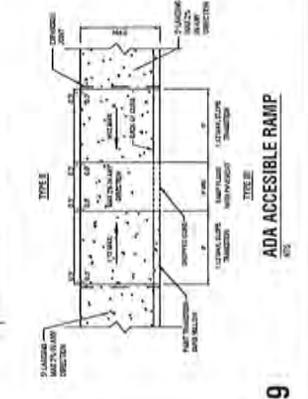
**5** CONCRETE POST CURB  
REV



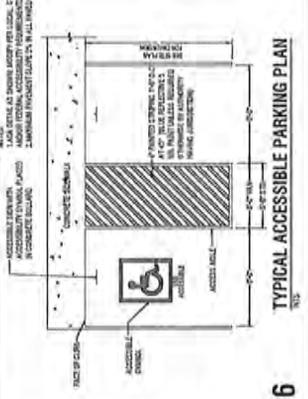
**6** TYPICAL ACCESSIBLE PARKING PLAN  
REV



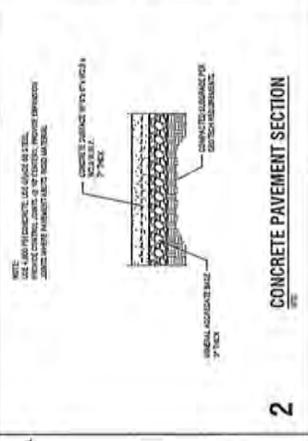
**13** CONCRETE FLUME  
REV



**7** ADA ACCESSIBLE SYMBOL  
REV



**3** CONCRETE SIDEWALK  
REV



**2** CONCRETE PAVEMENT SECTION  
REV

PLANS PREPARED FOR:  
ANCHOR  
MEMBER STATE EXAMINERS  
1000 E. MAIN ST., SUITE 100  
COLUMBUS, OH 43206  
TEL: 614-291-4210

PLANS PREPARED BY:  
D&B  
400 GALATIEN PIKE  
MANSFIELD, OH 44870  
DEVELOPMENT GROUP, LLC  
1000 E. MAIN ST., SUITE 100  
COLUMBUS, OH 43206  
TEL: 614-291-4210

PROPOSED MULTI-TENANT  
DEVELOPMENT  
SR 37 @ GLENWOOD COMMONS  
DELAWARE, DELAWARE COUNTY, OHIO



DATE:	12-28-07
DWG. Project No.:	17114
SITE DETAILS	
<b>C6.0</b>	

ISSUED FOR:  CHECKSET  AGENCY REVIEW  BID PURPOSES  CONSTRUCTION  SCALE: AS NOTED

ANCHOR RETINA SOLUTIONS  
3405 CLEVELAND OH 44109  
TEL: 216-424-0010

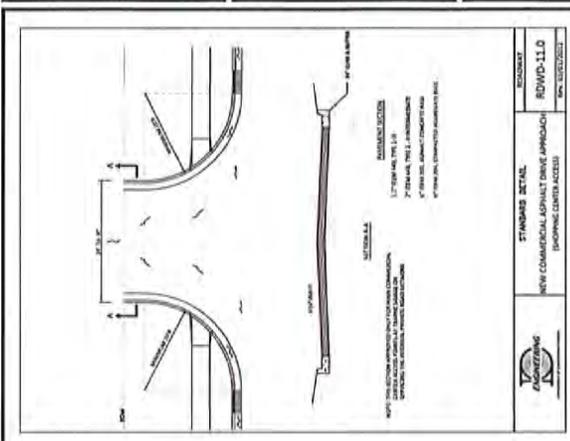
PLANS PREPARED FOR:

PLANS PREPARED BY:

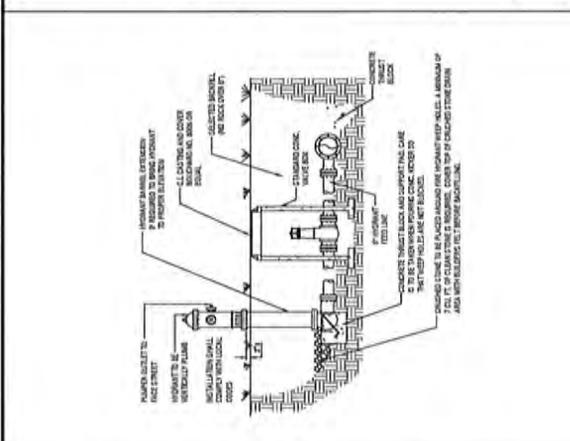
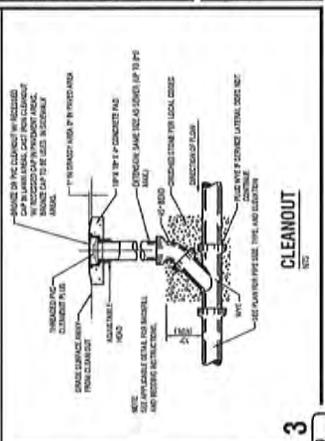
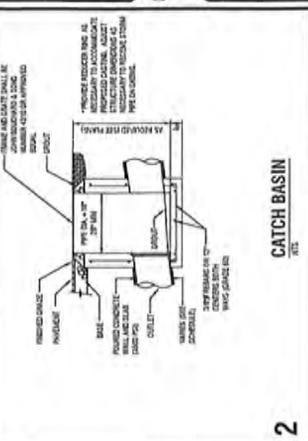
ANCHOR RETINA SOLUTIONS  
3405 CLEVELAND OH 44109  
TEL: 216-424-0010

PROPOSED MULTI-TENANT  
DEVELOPMENT  
SR 37 @ GLENWOOD COMMONS  
DELAWARE, DELAWARE COUNTY, OHIO

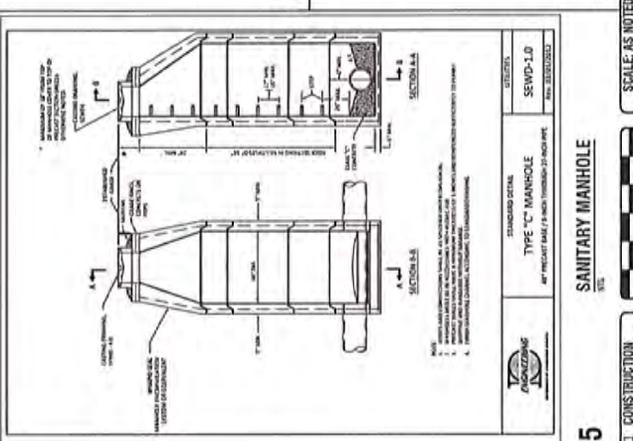
DATE:	12-26-23
DATE PROJECT FILED:	12-14-23
SITE DETAILS	
<b>C6.1</b>	



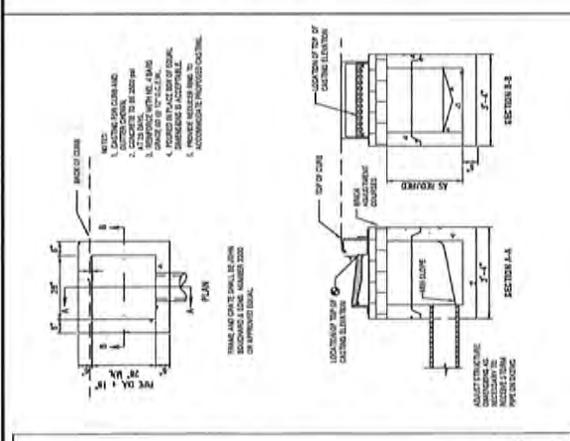
**1**  
COMMERCIAL ASPHALT DRIVE  
REV.



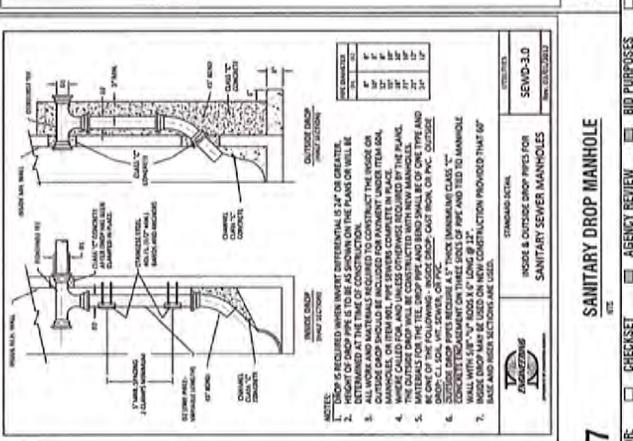
**4**  
FIRE HYDRANT ASSEMBLY  
REV.



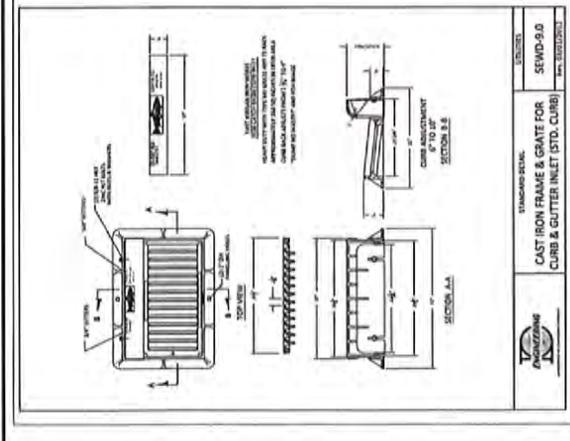
**5**  
SANITARY MANHOLE  
REV.



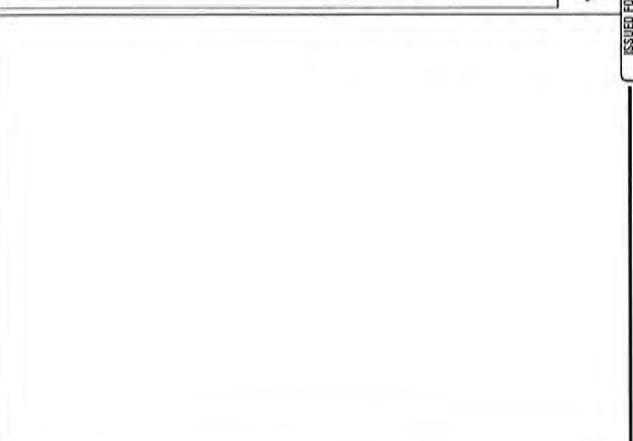
**6**  
CURB INLET  
REV.



**7**  
SANITARY DROP MANHOLE  
REV.



**8**  
CAST IRON FRAME & GRATE FOR CURB & GUTTER INLET (STD. CURB)  
REV.



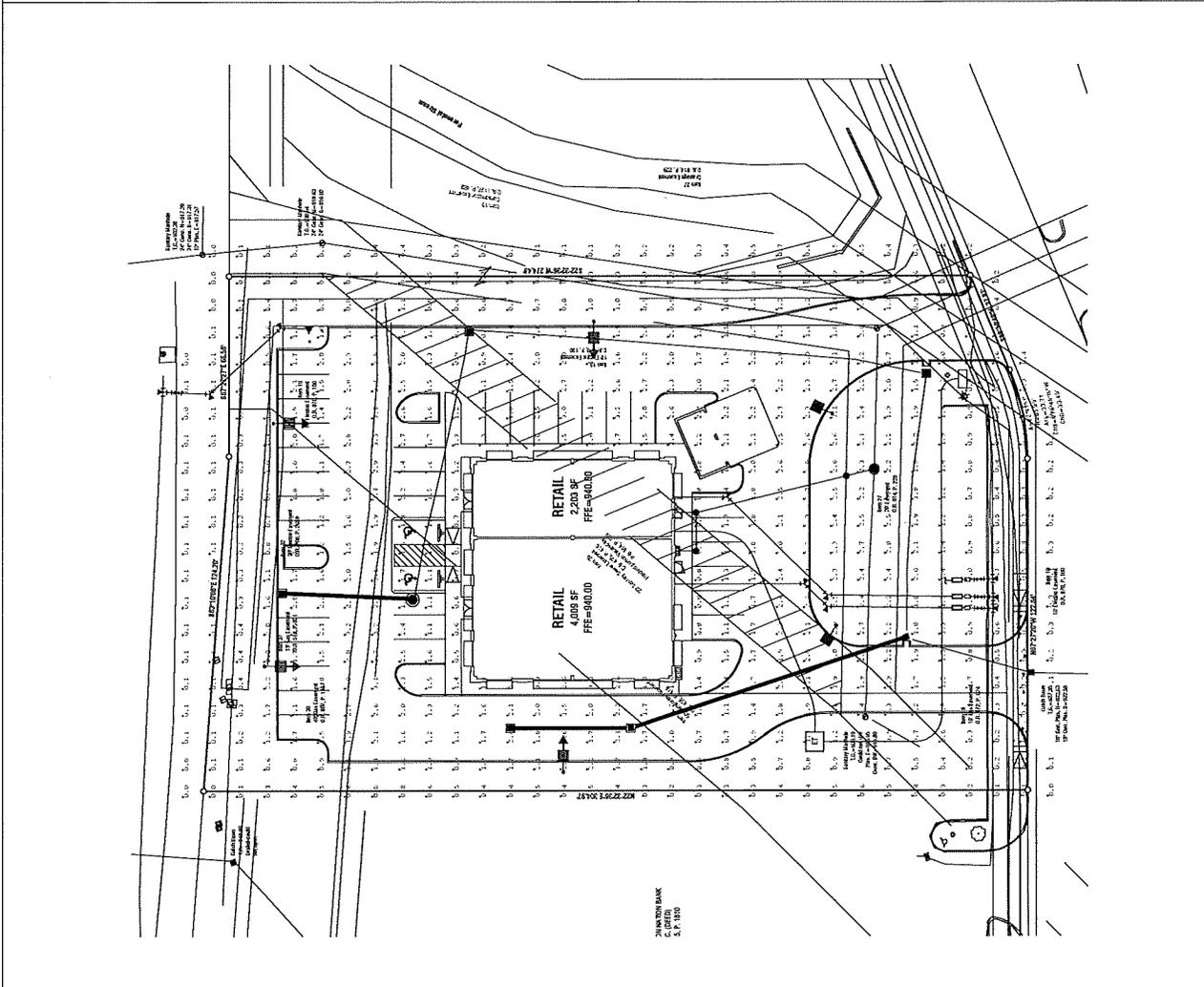
**9**  
SANITARY DROP MANHOLE  
REV.

ISSUED FOR:  CHECKSET  AGENCY REVIEW  BID PURPOSES  CONSTRUCTION  SCALE: AS NOTED





REV #	DATE	BY:



Calculation Summary	Units	Req	Min	Max	Spacing	Spacing	Spacing	Spacing
Overall Footcandle	FC	1.50	1.57	2.14	2.10	2.10	2.10	2.10

Calculation Summary	Units	Req	Min	Max	Spacing	Spacing	Spacing	Spacing
Overall Footcandle	FC	1.50	1.57	2.14	2.10	2.10	2.10	2.10

Calculation Summary	Units	Req	Min	Max	Spacing	Spacing	Spacing	Spacing
Overall Footcandle	FC	1.50	1.57	2.14	2.10	2.10	2.10	2.10

Calculation Summary	Units	Req	Min	Max	Spacing	Spacing	Spacing	Spacing
Overall Footcandle	FC	1.50	1.57	2.14	2.10	2.10	2.10	2.10

BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS UTILIZING CURRENT ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURERS LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMP AND OTHER VARIABLE FIELD CONDITIONS.



1736 COLUMBIA ROAD  
CLEARINGTON, OH 43110  
WWW.FABOARCHITECTURE.COM  
F: 216.396.0053

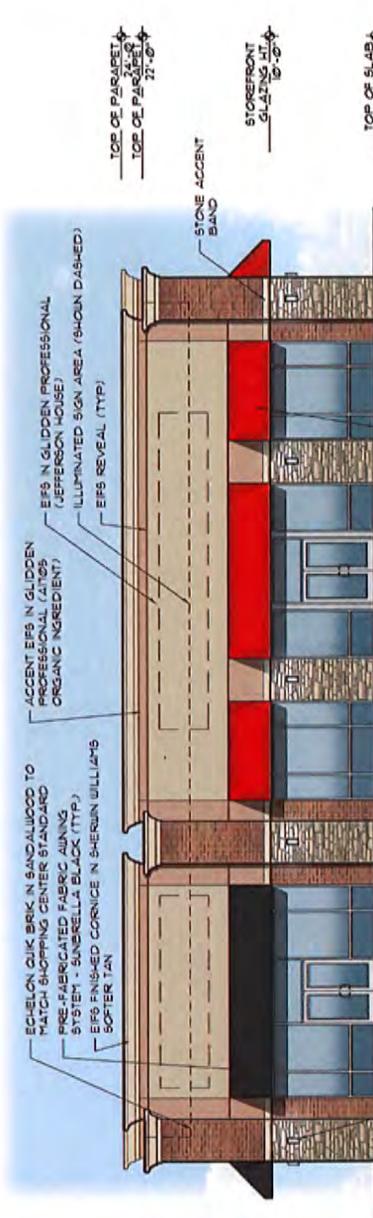
**fabo** architecture

PLANS PREPARED FROM  
Anchor  
REPAIR  
SOLUTIONS  
3411 TOMPAWES ROAD  
COLUMBIANA, OHIO 43089

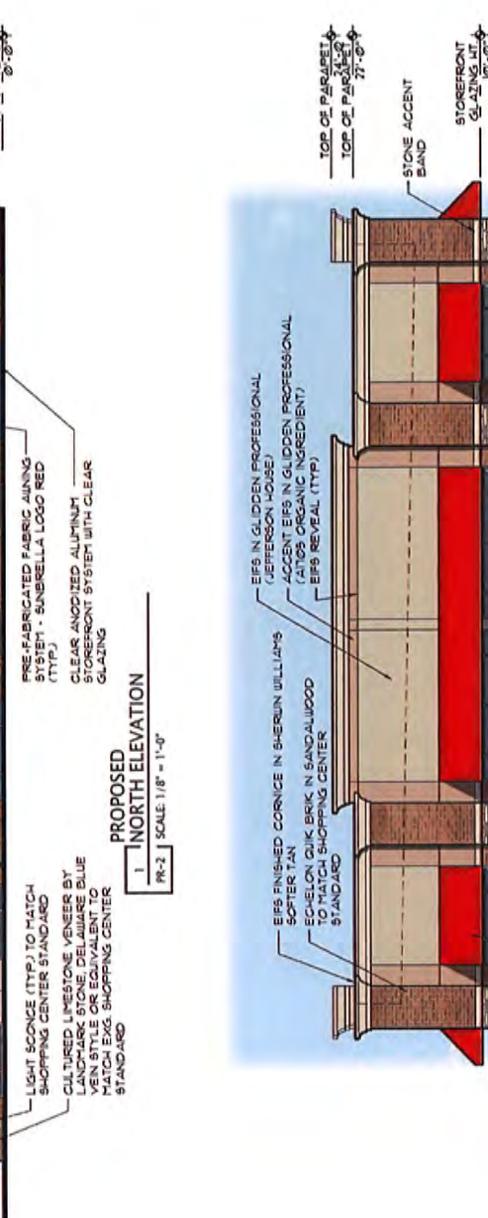
REVISONS:


Sheet No. **PR-2**  
Job No. FAT1729

**MULTI-TENANT BUILDING SHELL**



1 **PROPOSED NORTH ELEVATION**  
PR-2 | SCALE: 1/8" = 1'-0"



2 **PROPOSED WEST ELEVATION**  
PR-2 | SCALE: 1/8" = 1'-0"

ECHOLON QUIK BRICK IN SANDALWOOD TO MATCH SHOPPING CENTER STANDARD  
 PRE-FABRICATED FABRIC AWNING SYSTEM - SUNBRELLA BLACK (TYP) SOFTER TAN  
 ACCENT EPS IN GLIDDEN ORGANIC INGREDIENT  
 EPS IN GLIDDEN PROFESSIONAL (JEFFERSON HOUSE) (ILLUMINATED SIGN AREA (SHOWN DASHED))  
 EPS REVEAL (TYP)  
 STONE ACCENT BAND  
 STOREFRONT GLAZING, LIT  
 TOP OF PARAPET 27'-0"  
 TOP OF PARAPET 27'-0"  
 LIGHT SCENCE (TYP) TO MATCH SHOPPING CENTER STANDARD  
 CULTURED LIMESTONE VENEER BY LANDMARK STONE DELAWARE BLUE VEN STYLE OR EQUIVALENT TO MATCH EXG. SHOPPING CENTER STANDARD  
 PRE-FABRICATED FABRIC AWNING SYSTEM - SUNBRELLA LOGO RED  
 EPS FINISHED CORNICE IN SHERWIN WILLIAMS SOFTER TAN  
 EPS IN GLIDDEN PROFESSIONAL (JEFFERSON HOUSE) ACCENT EPS IN GLIDDEN PROFESSIONAL (ATOS ORGANIC INGREDIENT) EPS REVEAL (TYP)  
 EPS FINISHED CORNICE IN SHERWIN WILLIAMS SOFTER TAN  
 ECHOLON QUIK BRICK IN SANDALWOOD TO MATCH SHOPPING CENTER STANDARD  
 PRE-FABRICATED FABRIC AWNING SYSTEM - SUNBRELLA LOGO RED  
 STONE ACCENT BAND  
 STOREFRONT GLAZING, LIT  
 TOP OF PARAPET 27'-0"  
 TOP OF PARAPET 27'-0"  
 CULTURED LIMESTONE VENEER BY LANDMARK STONE DELAWARE BLUE VEN STYLE OR EQUIVALENT TO MATCH EXG. SHOPPING CENTER STANDARD  
 PRE-FABRICATED FABRIC AWNING SYSTEM - SUNBRELLA LOGO RED  
 EPS FINISHED CORNICE IN SHERWIN WILLIAMS SOFTER TAN  
 EPS IN GLIDDEN PROFESSIONAL (JEFFERSON HOUSE) ACCENT EPS IN GLIDDEN PROFESSIONAL (ATOS ORGANIC INGREDIENT) EPS REVEAL (TYP)  
 EPS FINISHED CORNICE IN SHERWIN WILLIAMS SOFTER TAN  
 ECHOLON QUIK BRICK IN SANDALWOOD TO MATCH SHOPPING CENTER STANDARD  
 PRE-FABRICATED FABRIC AWNING SYSTEM - SUNBRELLA LOGO RED  
 STONE ACCENT BAND  
 STOREFRONT GLAZING, LIT  
 TOP OF PARAPET 27'-0"  
 TOP OF PARAPET 27'-0"  
 CULTURED LIMESTONE VENEER BY LANDMARK STONE DELAWARE BLUE VEN STYLE OR EQUIVALENT TO MATCH EXG. SHOPPING CENTER STANDARD  
 PRE-FABRICATED FABRIC AWNING SYSTEM - SUNBRELLA LOGO RED



TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: February 8, 2018

---

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 18

\* State of the City Address

January 22

\* Rotary

\* Council

January 23

\* Town Gown Meeting –OWU

February 5

\* Chamber of Commerce Annual Dinner

4. **Required Readings**

Annual Impact Fee Report

Gypsy Moth \* to be discussed under City Manager Comments

# 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 – 6pm	7 Civil Service Commission 3 pm Planning Commission 7 pm	8	9	10 Council Retreat gam Hamilton Williams Center
11	12 Council 7 pm	13	14 BZA 7pm-Cancelled	15 County/Council Joint Meeting 7 pm-City Hall	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 - FEBRUARY 12, 2018**

<b>VENDOR</b>	<b>EXPLANATION OF AGREEMENT</b>	<b>2018 AMOUNT</b>	<b>DEPARTMENT</b>
Kwest Group, LLC	Runway Extension and Overlay-all work completed as of 10/31/17	\$427,362.13	Public Works
All-Star Inflatables	Inflatable education house	\$12,000	CMO



## MEMORANDUM

**TO:** City Council

**FROM:** Dean Stelzer, Finance Director

A handwritten signature in blue ink, appearing to be "DS", is written over the name "Dean Stelzer" in the "FROM" field.

**DATE:** February 7, 2018

**RE:** Annual Impact Fee Report

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Attached is the annual Impact Fee Report for 2017 required as part of our impact fee legislation. The report reflects the following:

- Part A. – Impact fees paid to the City by month for 2017.
- Part B. – Impact fee expenditures for 2017 by project.
- Part C. – Detail for individual projects.

The current status of the four Impact Fee funds:

**Park Impact Fees** – Outstanding Debt for the Mingo Pool/Office expansion and the Skate Park construction was paid off in 2016. Funds were used in 2017 to construct two bikeways along Central Avenue west. 2018 projects include completion of the Westfield to Trotters Landing trail and construction of a new trail from Applegate to Houk Road on West William Street. Funds are also allocated for conversion of the Ross St. maintenance area to parkland.

**Police Impact Fees** – Current police impact fee collections are being utilized to pay back money borrowed to expand the Police Station several years ago. The debt issued matures in 2032 and it is anticipated that all fees collected will need to be allocated to future debt service payments.

**Fire Impact Fees** – Current fire impact fee collections are being utilized to pay back money borrowed to construct Station 303. The debt issued matures in 2032 and it is anticipated that most fees collected will need to be allocated to future debt service payments.

**Municipal Impact Fees** – Current municipal impact fee collections are being utilized to pay back money borrowed to expand the Justice Center and to acquire and improve the Public Works facility. The debt issued matures in 2032.

The current impact fees (single family) of \$1,226 Parks, \$162 Police, \$314 Fire, and \$366 Municipal were last increased in 2006 and are assessed at 90% of the maximum calculated impact for Parks and Fire, and 100% of the maximum calculated impact for Police and Municipal fees.

**City of Delaware  
Impact Fee Annual Report  
1/1/17 - 12/31/17**

A. Impact Fee Funds Collected

	<u>Parks Impact Fee</u>	<u>Police Impact Fees</u>	<u>Fire Impact Fee</u>	<u>Municipal Impact Fee</u>
January	14,712	3,355	5,300	5,770
February	17,164	2,268	4,396	5,124
March	30,040	3,968	7,696	8,972
April	19,616	2,775	5,502	6,286
May	37,553	4,050	9,623	11,220
June	36,728	4,692	9,096	10,602
July	28,198	3,726	7,222	8,418
August	17,164	2,268	4,396	5,124
September	28,355	3,745	7,265	8,470
October	21,766	2,874	5,578	6,504
November	20,842	5,980	8,115	8,718
December	17,164	2,268	4,396	5,124
<b>Totals</b>	<b>\$ 289,302</b>	<b>\$ 41,969</b>	<b>\$ 78,585</b>	<b>\$ 90,332</b>

B. Impact Fees Expended by Service Area

	<u>2017 Expenditures</u>	<u>Prior Year Expenditures</u>	<u>Total Project Expenditures</u>
<b>Park Services</b>			
Impact Fee Update Services	22,243	-	22,243
City Bike Plan	2,750	39,039	41,789
Central Ave. Bikeway	90,798	-	90,798
SR37 Bikeway	147,998	-	147,998
<b>TOTAL PARKS</b>	<b>\$ 263,789</b>	<b>\$ 39,039</b>	<b>\$ 302,828</b>
<b>Police Services</b>			
Impact Fee Update Services	7,401	-	7,401
Debt Service - Interest (less premium)	17,965	208,678	226,643
<b>TOTAL POLICE</b>	<b>\$ 25,366</b>	<b>\$ 208,678</b>	<b>\$ 234,044</b>
<b>Fire Services</b>			
Impact Fee Update Services	7,421	-	7,421
Debt Service - Interest	20,657	237,965	258,622
<b>TOTAL FIRE</b>	<b>\$ 20,657</b>	<b>\$ 237,965</b>	<b>\$ 258,622</b>
<b>Municipal Improvement</b>			
Impact Fee Update Services	7,421	-	7,421
Debt Service - Interest (less premium)	39,260	330,501	369,761
<b>TOTAL MUNICIPAL</b>	<b>\$ 39,260</b>	<b>\$ 330,501</b>	<b>\$ 369,761</b>

# City of Delaware Impact Fee 2017 Annual Report

## C. Expenditures

### Park Development:

**Project #:** PR 2017-3  
**Description:** SR 37 Bikeway  
**Purpose:** Construct a new bikeway along Central Ave. from Buehler-Lexington  
**Location:** Central Ave West  
**Amount:** \$147,998  
**Prior Years:** \$0  
**Date Initiated:** 2017  
**Date Completed:**  
**Useful Life:** 20 years  
**Other Non-Impact**  
**Funds Utilized:** \$0  
**% Impact Fees:** 100.0%  
**In Current City CIP:** No

**Project #:** PR 2017-2  
**Description:** Central Ave Bikeway  
**Purpose:** Construct a new bikeway along Central Ave. from Westfield-Trotters  
**Location:** Central Avenue West  
**Amount:** \$90,798  
**Prior Years:** \$0  
**Date Initiated:** 2017  
**Date Completed:**  
**Useful Life:** 20 years  
**Other Non-Impact**  
**Funds Utilized:** \$0  
**% Impact Fees:** 100.0%  
**In Current City CIP:** No

**Project #:** PR 2017-1  
**Description:** Impact Fee Rate Update Services  
**Purpose:** Update methodologies and impact fee rate amounts  
**Location:** City Hall  
**Amount:** \$22,243  
**Prior Years:** \$0  
**Date Initiated:** 2017  
**Date Completed:** 2017  
**Useful Life:** 5 years  
**Other Non-Impact**  
**Funds Utilized:** \$0  
**% Impact Fees:** 100.0%  
**In Current City CIP:** No

**Project #:** PR 2015-1  
**Description:** City Bike Plan  
**Purpose:** Create a bikeway masterplan  
**Location:** various  
**Amount:** \$2,075  
**Prior Years:** \$39,039

*Date Initiated:* 2015  
*Date Completed:* 2017  
*Useful Life:* 15 years  
*Other Non-Impact*  
*Funds Utilized:* \$0  
*% Impact Fees:* 100.0%  
*In Current City CIP:* No

**Police Services:**

*Project #:* **PR 2017-1**  
*Description:* *Impact Fee Rate Update Services*  
*Purpose:* Update methodologies and impact fee rate amounts  
*Location:* City Hall  
*Amount:* \$7,401  
*Prior Years:* \$0  
*Date Initiated:* 2017  
*Date Completed:* 2017  
*Useful Life:* 5 years  
*Other Non-Impact*  
*Funds Utilized:* \$0  
*% Impact Fees:* 100.0%  
*In Current City CIP:* No

**Fire Services:**

*Project #:* **PR 2017-1**  
*Description:* *Impact Fee Rate Update Services*  
*Purpose:* Update methodologies and impact fee rate amounts  
*Location:* City Hall  
*Amount:* \$7,421  
*Prior Years:* \$0  
*Date Initiated:* 2017  
*Date Completed:* 2017  
*Useful Life:* 5 years  
*Other Non-Impact*  
*Funds Utilized:* \$0  
*% Impact Fees:* 100.0%  
*In Current City CIP:* No

**Municipal Improvement Services:**

*Project #:* **PR 2017-1**  
*Description:* *Impact Fee Rate Update Services*  
*Purpose:* Update methodologies and impact fee rate amounts  
*Location:* City Hall  
*Amount:* \$7,421  
*Prior Years:* \$0  
*Date Initiated:* 2017  
*Date Completed:* 2017  
*Useful Life:* 5 years  
*Other Non-Impact*  
*Funds Utilized:* \$0  
*% Impact Fees:* 100.0%  
*In Current City CIP:* No

City of Delaware  
Impact Fee 5 Year Utilization Report  
As of 12/31/17

	Expended in 2001	Expended in 2002	Expended in 2003	Expended in 2004	Expended in 2005	Expended in 2006	Expended in 2007	Expended in 2008	Expended in 2009	Expended in 2010	Expended in 2011	Expended in 2012	Expended in 2013	Expended in 2014	Expended in 2015	Expended in 2016	Expended in 2017	Unspent Balance
<b>Park Services</b>																		
2001 Collections	\$ 355,426	(244,276)	(66,815)															\$ -
2002 Collections	\$ 328,135	(182,370)	(143,765)															\$ -
2003 Collections	\$ 631,809			(280,723)	(351,086)													\$ -
2004 Collections	\$ 456,981			(8,954)	(447,427)													\$ -
2005 Collections	\$ 456,296			(456,296)														\$ -
Interest Income	\$ 22,720			(22,720)														\$ -
2006 Collections	\$ 208,278			(208,278)														\$ -
Interest Income	\$ 29,922			(29,922)														\$ -
2007 Collections	\$ 236,667			(236,667)														\$ -
Interest Income	\$ 12,432			(12,432)														\$ -
2008 Collections	\$ 138,949			(138,949)														\$ -
Reimbursed Prior Cost-ONG	\$ 977,726			(129,164)	(848,556)													\$ -
Interest Income	\$ 8,583			(8,583)														\$ -
2009 Collections	\$ 124,474			(124,474)														\$ -
Interest Income	\$ 2,230			(2,230)														\$ -
2010 Collections	\$ 127,504			(127,504)														\$ -
Interest Income	\$ 462			(462)														\$ -
2011 Collections	\$ 133,652			(133,652)														\$ -
Interest Income	\$ 209			(209)														\$ -
2012 Collections	\$ 211,779			(47,938)	(124,103)	(44,738)												\$ -
Interest Income	\$ 304			(304)														\$ -
2013 Collections	\$ 317,171			(9,682)	(58,281)	(25,092)	(21,789)	(17,960)	(63,802)	(72,641)	(47,804)	(47,804)	(47,804)	(47,804)	(47,804)	(47,804)	(47,804)	\$ -
Interest Income	\$ 455																	\$ -
2014 Collections	\$ 274,859																	\$ -
Interest Income	\$ 645																	\$ -
2015 Collections	\$ 230,198																	\$ -
Interest Income	\$ 1,144																	\$ -
2016 Collections	\$ 326,517																	\$ -
Grant and Donation Income	\$ 528,659																	\$ -
Interest Income	\$ 3,285																	\$ -
2017 Collections	\$ 289,302																	\$ -
Interest Income	\$ 11,724																	\$ -
<b>Expenditure Carryover</b>																		\$ -
<b>Total</b>	<b>6,445,803</b>	<b>(244,276)</b>	<b>(249,185)</b>	<b>(424,486)</b>	<b>(360,040)</b>	<b>(1,680,438)</b>	<b>(1,280,025)</b>	<b>(124,103)</b>	<b>(54,724)</b>	<b>(58,281)</b>	<b>(25,092)</b>	<b>(21,789)</b>	<b>(17,960)</b>	<b>(63,802)</b>	<b>(72,641)</b>	<b>(453,328)</b>	<b>(263,799)</b>	<b>997,487</b>

	Expended in 2001	Expended in 2002	Expended in 2003	Expended in 2004	Expended in 2005	Expended in 2005	Expended in 2007	Expended in 2008	Expended in 2009	Expended in 2010	Expended in 2011	Expended in 2012	Expended in 2013	Expended in 2014	Expended in 2015	Expended in 2017	Unspent Balance
<b>Police Services</b>																	
2001 Collections	\$ 98,615	(23,083)	(75,532)														\$ -
2002 Collections	\$ 109,666	(34,106)	(19,350)	(56,210)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
2003 Collections	\$ 98,251			(62,430)	(35,821)	-	-	-	-	-	-	-	-	-	-	-	\$ -
2004 Collections	\$ 95,842				(54,580)	(17,540)	(23,722)	-	-	-	-	-	-	-	-	-	\$ -
2005 Collections	\$ 112,317					(112,317)											\$ -
Interest Income	\$ 3,681					\$ (3,681)											\$ -
2006 Collections	\$ 106,369					(24,321)	(84,048)										\$ -
Interest Income	\$ 8,010					\$ (8,010)											\$ -
2007 Collections	\$ 75,178						(76,178)										\$ -
Interest Income	\$ 73,474						\$ (73,474)										\$ -
2008 Collections	\$ 234,524						(234,524)										\$ -
Interest Income	\$ 35,556						(35,556)										\$ -
2009 Collections	\$ 48,753						(48,753)										\$ -
Interest Income	\$ 1,598						(1,598)										\$ -
2010 Collections	\$ 19,172						(19,172)										\$ -
Interest Income	\$ 434						(434)										\$ -
2011 Collections	\$ 24,016						(24,016)										\$ -
Interest Income	\$ 188						(188)										\$ -
2012 Collections	\$ 31,715						(31,715)										\$ -
Interest Income	\$ 216						(216)										\$ -
2013 Collections	\$ 69,341						(69,341)										\$ -
Interest Income	\$ 229						(229)										\$ -
2014 Collections	\$ 62,160						(62,160)										\$ -
Interest Income	\$ 228						(228)										\$ -
2015 Collections	\$ 66,872						(66,872)										\$ -
Interest Income	\$ 383						(383)										\$ -
2016 Collections	\$ 143,853						(143,853)										\$ -
Interest Income	\$ 1,349						(1,349)										\$ -
2017 Collections	\$ 41,969						(41,969)										\$ -
Interest Income	\$ 3,457						(3,457)										\$ -
<b>Expenditure Carryover</b>																	\$ (376,842)
<b>Total</b>	1,570,445	(23,083)	(109,638)	(19,350)	(118,640)	(90,401)	(17,540)	(1,029,024)	(221,237)	(12,566)	(6,400)	(7,344)	(30,659)	(23,036)	(21,312)	(25,366)	(376,842)

	Expended in 2001	Expended in 2002	Expended in 2003	Expended in 2004	Expended in 2005	Expended in 2006	Expended in 2007	Expended in 2008	Expended in 2009	Expended in 2010	Expended in 2011	Expended in 2012	Expended in 2013	Expended in 2014	Expended in 2015	Expended in 2017	Unspent Balance
<b>Fire Services</b>																	
2001 Collections	\$ 174,257	(110,660)	(18,027)	(45,570)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
2002 Collections	\$ 231,030	(231,030)	(10,908)	(41,413)	(111,008)	(180,093)	(147,981)	(18,419)	(6,077)	(190,435)	(139,900)	(49,303)	(287,008)	(26,154)	(61,737)	(3,059)	\$ -
2003 Collections	\$ 163,329																\$ -
2004 Collections	\$ 180,093																\$ -
2005 Collections	\$ 147,981																\$ -
Interest Income	\$ 18,419																\$ -
2006 Collections	\$ 195,512																\$ -
Interest Income	\$ 26,948																\$ -
2007 Collections	\$ 139,900																\$ -
Interest Income	\$ 49,303																\$ -
2008 Collections	\$ 287,008																\$ -
Interest Income	\$ 26,154																\$ -
2009 Collections	\$ 61,737																\$ -
Interest Income	\$ 3,059																\$ -
2010 Collections	\$ 37,619																\$ -
Interest Income	\$ 1,453																\$ -
2011 Collections	\$ 50,626																\$ -
Interest Income	\$ 605																\$ -
2012 Collections	\$ 61,972																\$ -
Interest Income	\$ 200																\$ -
2013 Collections	\$ 114,863																\$ -
Interest Income	\$ 52																\$ -
2014 Collections	\$ 107,831																\$ -
Interest Income	\$ 125																\$ -
2015 Collections	\$ 115,911																\$ -
Interest Income	\$ 256																\$ -
2016 Collections	\$ 253,747																\$ -
Interest Income	\$ 1,190																\$ -
2017 Collections	\$ 78,565																\$ -
Interest Income	\$ 3,564																\$ -
<b>Future Substation</b>																	\$ -
<b>Sub-Station</b>																	\$ -
<b>Substation Expenditures</b>																	\$ -
<b>Total</b>	2,538,329	(110,660)	(18,027)	(267,508)	(41,413)	(29,592)	(21,674)	(582,770)	(763,206)	(18,243)	(79,564)	(74,018)	(68,452)	(20,657)			422,525

	Expended in 2001	Expended in 2002	Expended in 2003	Expended in 2004	Expended in 2005	Expended in 2006	Expended in 2007	Expended in 2008	Expended in 2009	Expended in 2010	Expended in 2011	Expended in 2012	Expended in 2013	Expended in 2014	Expended in 2015	Expended in 2016	Expended in 2017	Unspent Balance
<b>Municipal Improvements</b>																		
2006 Collections	\$ 88,810																	\$ -
Interest Income	\$ 2,241						\$ (2,241)											\$ -
2007 Collections	\$ 141,323																	\$ -
Interest Income	\$ -						(141,323)											\$ -
2008 Collections	\$ 268,105																	\$ -
Interest Income	\$ 32,680																	\$ -
2009 Collections	\$ 58,331																	\$ -
Interest Income	\$ 2,408																	\$ -
2010 Collections	\$ 42,527																	\$ -
Interest Income	\$ 433																	\$ -
2011 Collections	\$ 51,803																	\$ -
Interest Income	\$ 179																	\$ -
2012 Collections	\$ 70,219																	\$ -
Reimbursed Prior Cost-Sewer	\$ 45,000																	\$ -
Interest Income	\$ 186																	\$ -
2013 Collections	\$ 124,957																	\$ -
Reimbursed Prior Cost-Sewer	\$ 65,000																	\$ -
Interest Income	\$ 238																	\$ -
2014 Collections	\$ 115,692																	\$ -
Reimbursed Prior Cost-Sewer	\$ 65,000																	\$ -
Interest Income	\$ 275																	\$ -
2015 Collections	\$ 119,953																	\$ -
Reimbursed Prior Cost-Sewer	\$ 65,000																	\$ -
Interest Income	\$ 489																	\$ -
2016 Collections	\$ 251,398																	\$ -
Reimbursed Prior Cost-Sewer	\$ 65,000																	\$ -
Interest Income	\$ 2,015																	\$ -
2017 Collections	\$ 90,332																	\$ -
Reimbursed Prior Cost-Sewer	\$ 65,000																	\$ -
Interest Income	\$ 5,745																	\$ -
<b>Expenditure Carryover</b>																		\$ -
<b>Total</b>																		\$ (1,011,870)

**2018 BUDGET DETAIL**

**FUND: PARK IMPACT FEES IMPROVEMENT**

The Park Impact Fees Improvement Fund is used to improve the level of service at the City's public parks brought on by new development and increased housing. Residential development pays an impact fee of \$1,226 per new house.

<i>Account #</i>	<i>Description</i>	<i>2015 Actual</i>	<i>2016 Actual</i>	<i>2017 Budget</i>	<i>2017 Actual</i>	<i>2018 Budget</i>
	<b>Fund Balance - January 1<sup>st</sup></b>	<b>740,842</b>	<b>791,875</b>	<b>1,082,919</b>	<b>1,082,919</b>	<b>1,083,378</b>
491- 4010	Note Proceeds	0	0	0	0	0
4250	Grant Income	0	320,000	0	0	0
4630	Park Impact Fees	230,198	326,517	250,000	289,302	225,000
4720	Donations -	0	208,569	0	0	0
4740	Investment Income	1,144	3,286	250	11,724	3,500
	<b>Total Revenue</b>	<b>231,342</b>	<b>858,372</b>	<b>250,250</b>	<b>301,026</b>	<b>228,500</b>
491-4910- 5230	Professional Services	23,994	15,045	40,800	24,993	0
5543	Veteran's Plaza	0	425,000	55,000	0	0
5544	Facility Expansion - Greenhouse	39,226	8,438	0	0	0
5545	Trail Imp. SR 37 West Westfield-Trotters	0	0	407,500	90,798	407,500
5546	Ross St. Parkland Expansion	0	0	100,000	0	100,000
5547	Trail Imp. SR 37 West Buehlers-Lexington	0	0	166,500	147,998	0
5548	Trail Imp. William St. Applegate-Houk	0	0	75,000	0	0
5549	Trail Imp. SR 37, Lexington-Houk	0	0	0	0	75,000
5601	Refunds	0	0	0	0	5,000
5705	Transfer Bond Fund-2006 Bond Payment	117,089	118,845	0	0	0
	<b>Total Expenditures</b>	<b>180,309</b>	<b>567,328</b>	<b>844,800</b>	<b>263,789</b>	<b>587,500</b>
	<i>Carryover PO's</i>				36,778	
	<b>Fund Balance - December 31<sup>st</sup></b>	<b>791,875</b>	<b>1,082,919</b>	<b>488,369</b>	<b>1,083,378</b>	<b>724,378</b>

**CAPITAL IMPROVEMENT PLAN  
PARK IMPACT FEE IMPROVEMENT FUND  
2018 - 2022**

	2018	2019	2020	2021	2022
<b>BALANCE FORWARD</b>	<b>766,636</b>	<b>184,136</b>	<b>334,136</b>	<b>234,136</b>	<b>109,136</b>
<b>REVENUES:</b>					
Impact Fees	225,000	225,000	225,000	225,000	225,000
Trail Improvement Grants	0			400,000	
<b>TOTAL REVENUES</b>	<b>225,000</b>	<b>225,000</b>	<b>225,000</b>	<b>625,000</b>	<b>225,000</b>
<b>EXPENDITURES:</b>					
<b>COMMUNITY PARK IMPROVEMENTS</b>					
Veteran's Plaza					
Ross St. Parkland Expansion (bldg. demo)	100,000				
Ross St. Park Improvement		75,000			
<b>COMMUNITY TRAIL IMPROVEMENTS</b>					
SR 37 (Westfield-Trotters)	407,500				
SR 37 (Buehlers-Lexington)					
SR 37 (Lexington-Houk)			250,000		
Springfield Trail Branch Extension					
Liberty Road (London-Belle)			75,000	750,000	
William St. (east of Applegate to Houk)	300,000				
Olentangy River Trail(Chapman Rd.-Stratford)					
London Road					330,000
<b>TOTAL IMPACT FEE EXPENDITURES</b>	<b>807,500</b>	<b>75,000</b>	<b>325,000</b>	<b>750,000</b>	<b>330,000</b>
<b>IMPACT FEE BALANCE</b>	<b>184,136</b>	<b>334,136</b>	<b>234,136</b>	<b>109,136</b>	<b>4,136</b>

**2018 BUDGET DETAIL**

**FUND: POLICE IMPACT FEE IMPROVEMENT**

The Police Impact Fees Improvement Fund is used to improve the level of service from the City's Police force brought on by new development and increased housing. Residential development pays an impact fee of \$162 per new house.

<i>Account #</i>	<i>Description</i>	<i>2015 Actual</i>	<i>2016 Actual</i>	<i>2017 Budget</i>	<i>2017 Actual</i>	<i>2018 Budget</i>
	<b>Fund Balance - January 1<sup>st</sup></b>	<b>247,123</b>	<b>250,771</b>	<b>334,055</b>	<b>334,055</b>	<b>311,329</b>
492- 4630	Police Impact Fees	66,873	143,853	75,000	41,969	60,000
4740	Investment Income	383	1,349	150	3,457	7,500
	<b>Total Revenue</b>	<b>67,256</b>	<b>145,202</b>	<b>75,150</b>	<b>45,426</b>	<b>67,500</b>
492-4920- 5230	Professional Services	0	0	10,425	7,401	0
492-4920- 5706	Transfer Bond Fund - Justice Center Debt	63,608	61,918	60,227	60,227	60,099
	<b>Total Expenditures</b>	<b>63,608</b>	<b>61,918</b>	<b>70,652</b>	<b>67,628</b>	<b>60,099</b>
	<i>Carryover PO's</i>				524	
	<b>Fund Balance - December 31<sup>st</sup></b>	<b>250,771</b>	<b>334,055</b>	<b>338,553</b>	<b>311,329</b>	<b>318,730</b>

**CAPITAL IMPROVEMENT PLAN  
POLICE IMPACT FEE FUND  
2018 - 2022**

	2018	2019	2020	2021	2022
<b>BALANCES FORWARD</b>	363,403	362,380	363,170	363,960	364,750
<b>REVENUES</b>					
Police Impact Fees	60,000	60,000	60,000	60,000	60,000
<b>TOTAL REVENUE</b>	60,000	60,000	60,000	60,000	60,000
<b>IMPACT FEE EXPENDITURES</b>					
<b>DEBT SERVICE</b>					
Justice Center (\$890,000, 19yrs 2.94%, 2032)	61,023	59,210	59,210	59,210	59,210
<b>TOTAL IMPACT FEE EXPENDITURES</b>	61,023	59,210	59,210	59,210	59,210
<b>IMPACT FEE BALANCE</b>	362,380	363,170	363,960	364,750	365,540
<b>Debt Balance Outstanding</b>	628,966	583,975	539,469	493,952	447,924

**2018 BUDGET DETAIL**

**FUND: FIRE IMPACT FEE IMPROVEMENT**

The Fire Impact Fees Improvement Fund is used to improve the level of service from the City's Fire Department brought on by new development and increased housing. Residential development pays an impact fee of \$314 per new house.

<i>Account #</i>	<i>Description</i>	<i>2015 Actual</i>	<i>2016 Actual</i>	<i>2017 Budget</i>	<i>2017 Actual</i>	<i>2018 Budget</i>
	<b>Fund Balance - January 1<sup>st</sup></b>	<b>129,628</b>	<b>160,795</b>	<b>330,732</b>	<b>330,732</b>	<b>304,931</b>
493- 4020	Note Issue					
4630	Fire Impact Fees	115,911	253,747	85,000	78,585	87,000
4740	Investment Income	256	1,190	50	3,564	3,000
	<b>Total Revenue</b>	<b>116,167</b>	<b>254,937</b>	<b>85,050</b>	<b>82,149</b>	<b>90,000</b>
493-4930- 5230	Professional Services	0	0	18,750	7,421	0
5705	Transfer Bond Retirement Fund	85,000	85,000	100,000	100,000	100,000
	<b>Total Expenditures</b>	<b>85,000</b>	<b>85,000</b>	<b>118,750</b>	<b>107,421</b>	<b>100,000</b>
	<i>Carryover PO's</i>				529	
	<b>Fund Balance - December 31<sup>st</sup></b>	<b>160,795</b>	<b>330,732</b>	<b>297,032</b>	<b>304,931</b>	<b>294,931</b>

**CAPITAL IMPROVEMENT PLAN  
FIRE IMPACT FEE FUND  
2018 - 2022**

	2018	2019	2020	2021	2022
<b>BALANCES FORWARD</b>	336,982	323,982	313,982	303,982	293,982
<b>REVENUES:</b>					
Fire Impact Fees	87,000	90,000	90,000	90,000	90,000
<b>TOTAL REVENUE</b>	87,000	90,000	90,000	90,000	90,000
<b>IMPACT FEE EXPENDITURES:</b>					
<b>DEBT SERVICE</b>					
Station 303/304	100,000	100,000	100,000	100,000	100,000
<b>TOTAL IMPACT FEE EXPENDITURES:</b>	100,000	100,000	100,000	100,000	100,000
<b>IMPACT FEE BALANCE</b>	323,982	313,982	303,982	293,982	283,982

**2018 BUDGET DETAIL**

**FUND: MUNICIPAL IMPACT FEE IMPROVEMENT**

The Municipal Impact Fees Improvement Fund is used to expand the capacity of the City's municipal facilities. Residential development pays an impact fee of \$366 per new house.

<i>Account #</i>	<i>Description</i>	<i>2015 Actual</i>	<i>2016 Actual</i>	<i>2017 Budget</i>	<i>2017 Actual</i>	<i>2018 Budget</i>
	<b>Fund Balance - January 1<sup>st</sup></b>	<b>306,381</b>	<b>352,415</b>	<b>535,121</b>	<b>535,121</b>	<b>556,250</b>
494- 4630	Municipal Impact Fees	119,953	251,398	100,000	90,332	110,000
4740	Investment Income	499	2,015	200	5,745	4,000
4910	Transfer In Sewer Cap - Cherry St. Fac.	65,000	65,000	65,000	65,000	65,000
	<b>Total Revenue</b>	<b>185,452</b>	<b>318,413</b>	<b>165,200</b>	<b>161,077</b>	<b>179,000</b>
494-4940- 5230	Professional Services	0	0	20,025	7,421	0
5504	Land Acquisition - Public Works	0	0	0	0	0
5706	Transfer Bond Fund Bonds	139,418	135,707	131,998	131,998	131,816
	<b>Total Expenditures</b>	<b>139,418</b>	<b>135,707</b>	<b>152,023</b>	<b>139,419</b>	<b>131,816</b>
	<i>Carryover PO's</i>				529	
	<b>Fund Balance - December 31<sup>st</sup></b>	<b>352,415</b>	<b>535,121</b>	<b>548,298</b>	<b>556,250</b>	<b>603,434</b>

**CAPITAL IMPROVEMENT PLAN  
MUNICIPAL SERVICES IMPACT FEE FUND  
2018 - 2022**

	2018	2019	2020	2021	2022
<b>BALANCE FORWARD</b>	<b>623,098</b>	<b>267,296</b>	<b>273,911</b>	<b>314,276</b>	<b>354,641</b>
<b>REVENUES:</b>					
Impact Fees	110,000	110,000	110,000	110,000	110,000
Sewer Fund Reimbursement Cherry St. Facility	65,000	65,000	65,000	65,000	65,000
Fire Fund Transfer	500,000				
Rent Payments		3,750	75,000	75,000	75,000
Bond Issue	900,000				
<b>TOTAL REVENUES</b>	<b>1,575,000</b>	<b>178,750</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>
<b>EXPENDITURES:</b>					
<b>DEBT SERVICE</b>					
Public Works Facility (\$1,060,000 19yrs, 2.94%, 2031)	69,094	72,094	72,094	72,094	72,094
Justice Center (\$900,000, 19yrs 2.94%, 2032)	61,708	62,541	62,541	62,541	62,541
Gazette Building Improvements		37,500	75,000	75,000	75,000
<b>MUNICIPAL FACILITY IMPROVEMENTS</b>					
Gazette Building Improvements	1,800,000				
<b>TOTAL EXPENDITURES</b>	<b>1,930,802</b>	<b>172,135</b>	<b>209,635</b>	<b>209,635</b>	<b>209,635</b>
<b>IMPACT FEE BALANCE</b>	<b>267,296</b>	<b>273,911</b>	<b>314,276</b>	<b>354,641</b>	<b>395,006</b>

<b>Debt Outstanding Balance - PW Fac/Justice Center</b>	<b>1,386,034</b>	<b>1,285,783</b>	<b>1,185,531</b>	<b>1,086,048</b>	<b>987,076</b>
- Gazette Bldg.	<b>900,000</b>	<b>802,449</b>	<b>751,140</b>	<b>698,281</b>	<b>643,824</b>



January 22, 2018

Mayor Carolyn Riggle  
City of Delaware  
1 South Sandusky Street  
Delaware, OH 43015

Dear Mayor Riggle

Recently you received notification regarding the upcoming aerial treatment planned for your city to control the Gypsy Moth (*Lymantria dispar*). The Gypsy Moth is one of the most destructive insect pests currently threatening our forests and ornamental plants in Ohio. The aerial treatments will be conducted during the month of June as part of a state and federally sponsored suppression project.

A congested area flight plan must be filed with the Federal Aviation Administration (FAA) as part of this aerial treatment plan. This congested area flight plan requires that the Ohio Department of Agriculture (ODA) receive a letter from a local elected official stating that they have been informed of and agree with the treatment in the proposed area. Therefore, ODA requests that you complete the attached letter, on your letterhead, sign it, and return it by February 26, 2018.

**Completed letters are to be returned to the Ohio Department of Agriculture, Attention: David Adkins, 8995 East Main St., Reynoldsburg, OH 43068. We will submit all the acknowledgment letters to the FAA as part of a total state project plan.**

Thank you for your assistance in this matter. Please feel free to contact me at 614-387-0907 for questions or further information.

Sincerely,

David Adkins  
Ag Inspection Manager / Gypsy Moth Program Manager

Attachment: 1. FAA letter.



(Your letterhead)

(Date)

Federal Aviation Administration  
Flight Standards District Office

Dear Sirs;

(Name of your city, village, township, or county) hereby acknowledges that it has been informed of and approves the aerial application of insect control materials, related to the Gypsy Moth (*Lymantria dispar*) in (Name of your city, village, township, or county), during the month of June.

The following contractor have been hired with cooperation between the Ohio Department of Agriculture / Gypsy Moth Program, United States Department of Agriculture Forest Service / Forest Health Division / Slow the Spread Program and / or the United States Department of Agriculture Animal and Plant Health Inspection Service / Plant Protection and Quarantine to perform the applications.

Al's Aerial Spraying, Ovid, MI

Sincerely,

(Signature)

(Print Name)

(Title)

(Name of City, Village, Township, or County)

Block Reference:

Delaware B MD

Delaware C MD