CITY OF DELAWARE
CITY COUNCIL REGULAR MEETING
COUNCIL CHAMBERS
7:00 P.M. MEETING

AGENDA

7:00 PM **MAY 11, 2026**

MEETINGS WILL BE STREAMED LIVE AT CITY HALL UNDER "EVENTS" AT www.cityofdelawareoh.gov

1. **ROLL CALL**

2. **INVOCATION by** Rev. Wendy Richter, St. Mark's Lutheran Church

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MOTION SUMMARY**

   Approval of the Motion Summary from the City Council meeting held on April 27, 2026, as recorded and transcribed.

5. **LETTERS, PETITIONS, AND PUBLIC COMMENTS**

   ATTEND AN OPEN MEETING: Open meetings are held in City Hall Council Chambers. Sign in forms to speak are available at the door. Name and address are required for public comment. Comments are limited to 3 minutes.
   EMAIL, LETTER, PETITION: Emails, letters, and petitions received to the Council Clerk by 10 a.m. the date of the meeting will be presented to members and submitted into the record. These items will not be read aloud during the meeting but will be available on the website following the meeting at the end of the next business day. Name and address are required. Send to councilclerk@cityofdelawareoh.gov. PLEASE NOTE SUBMISSION TIME.

6. **CONSENT AGENDA**

   a. Acceptance of the Motion Summary from the Sister City Advisory Board meeting held on January 13, 2026, as recorded and transcribed.

   b. Acceptance of the Motion Summary from the Planning Commission meeting held on April 8, 2026, as recorded and transcribed.

   c. Resolution no. 26-35, a resolution authorizing a development agreement with Addison Sawmill, LLC for the Sawmill Farms and Sawmill Towns project.

   d. Resolution No. 26-36, a resolution approving the installation of a traffic control signal at the intersection of Glenn Road and Sunbury Road.

   e. Establish **June 8, 2026, at 7:15 PM** as the date and time for the public hearing and consideration of Resolution No. 26-29, a resolution approving a request by GTZ Properties

for approval of a Development Plan for Lots B & C on 1.81 acres of an 8.05-acre Commercial- Planned Unit Development located along Sunbury Road (US-36/ SR-37), east of Sky View Land and south of Biltmore Drive.

f. Establish **June 8, 2026, at 7:20 PM** as the date and time for the public hearing and second reading of Ordinance No. 26-26, an ordinance removing Chapter 905: Grass and Weeds and replacing with Chapter 905: Maintenance of Lands adjacent to a Street or Alley, to address the maintenance of public property between a property line and a street or curb, within the City of Delaware.

7. **COMMITTEE REPORTS**

8. **7:15 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-19**

Ordinance No. 26-19, an ordinance approving a request by Delaware Development Plan LTD of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development) on 37.4-acres of property as described in "Exhibit A".

9. **7:20 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-20**

Ordinance No. 26-20, an ordinance approving a request by Fed One Dublin, LLC to rezone approximately 62.95 acres from A-1 (Agricultural) and I-2 (General Industrial) to I-PUD (Industrial-Planned Unit Development) located west of Curtis Street, northwest of London Road, and south of the railroad tracks.

10. **7:25 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-23**

Ordinance No. 26-23, an ordinance amending Chapter 1303 International Property Maintenance Code and adopting new Chapter 1311 Exterior Property maintenance code.

11. **7:30 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-24**

Ordinance No. 26-24, an ordinance approving and authorizing the City Manager to execute a Community Reinvestment Area Agreement and School Compensation Agreements with PPG Industries Ohio, Inc. for real property improvements at 760 Pittsburgh Drive (parcel numbers 41921005007000, 41921005007003, and 41921005008000).

12. **CONSIDERATION OF ORDINANCE NO. 26-25**

Ordinance No. 26-25, an ordinance authorizing the removal of Argent Institutional Trust Company and authorizing and directing the appointment of U.S. Bank Trust Company, National Association, in each case as the authenticating agent, bond registrar, transfer agent and paying agent, for the City's designated outstanding bond issues, and authorizing the execution and delivery of any necessary notices, instruments, documents or agreements appropriate to the foregoing matter.

13. **CONSIDERATION OF ORDINANCE NO. 26-26**

Ordinance No. 26-26, an ordinance removing Chapter 905: Grass and Weeds and replacing with Chapter 905: Maintenance of Lands adjacent to a street or alley, to address the maintenance of public property between a property line and a street or curb, within the City of Delaware.

14. **CONSIDERATION OF RESOLUTION NO. 26-28**

Resolution No. 26-28, a resolution indicating what services the City of Delaware will provide to 175.0 acres of land, more or less, description and map are attached hereto for the annexation known as the Price Farms II annexation by Elizabeth Seedorf, agent for the petitioner and declaring an emergency.

15. **CONSIDERATION OF RESOLUTION NO. 26-30**

Resolution No. 26-30, a resolution authorizing the City Manager to sign and enter into an Intergovernmental Agreement with Delaware County Veterans Service Commission to receive funds to secure improvements to the new veteran's section of Oak Grove Cemetery.

16. **CONSIDERATION OF RESOLUTION NO. 26-31**

Resolution No. 26-31, a resolution authorizing the City Manager to submit applications for County, State, and Federal grant funding and to enter into associated grant agreements as required for the planning, design, and construction of the Glenn Parkway Extension project and declaring an emergency.

17. **CONSIDERATION OF RESOLUTION NO. 26-32**

Resolution No. 26-32, a resolution authorizing the City Manager to submit applications for County, State, and Federal grant funding and to enter into associated grant agreements as required for the planning, design, and construction of the SR 37 Corridor and US 42 intersection improvements project and declaring an emergency.

18. **CONSIDERATION OF RESOLUTION NO. 26-33**

Resolution No. 26-33, a resolution authorizing the City Manager to submit applications for County, State, and Federal grant funding and to enter into associated grant agreements as required for the planning, design, and construction of the US 42 corridor and intersection improvements project and declaring an emergency.

19. **CONSIDERATION OF RESOLUTION NO. 26-34**

Resolution No. 26-34, a resolution authorizing the acquisition of real property and temporary construction easements for the Glenn Road and Mill Run Crossing roundabout project and declaring an emergency.

20. **CITY MANAGER'S REPORT**

April 2026 Contract Approvals

21. **COUNCIL COMMENTS**

22. **ADJOURNMENT**

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sarah Dinovo, City Clerk
ITEM TYPE:	Motion Summary
AGENDA SECTION:	**APPROVAL OF MOTION SUMMARY**
SUBJECT:	Approval of the Motion Summary from the City Council meeting held on April 27, 2026, as recorded and transcribed.

SUGGESTED ACTION:

ATTACHMENTS:
20260427 council motion summary.docx

ITEM 1. ROLL CALL

The meeting was called to order at 6:30 PM with the following City Council members present: Linsey Griffith, First Ward; Adam Haynes, Second Ward; Matt McClellan, Third Ward; Kyle Bogan, At-Large; Vice-Mayor Catlin Frazier; and Mayor Carolyn Kay Riggle.

Motion: Councilman Bogan motioned to excuse Councilman Rider, seconded by Vice-Mayor Frazier. Motion was approved with a 6-0-0 vote.

ITEM 2. 6:30 PM EXECUTIVE SESSION

Motion: Vice-Mayor Frazier motioned to go into executive session pursuant to Ohio Revised Code Section 121.22 (G)(3), for a conference with an attorney concerning disputes involving the city that are the subject of pending or imminent court action, seconded by Councilman Bogan. Motion was approved with a 6-0-0 vote.

The Council returned to the regular meeting at 7:00 PM.

ITEM 3. INVOCATION

The invocation was led by Kevin Hover, LifePoint Campus Life Pastor.

ITEM 4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ITEM 5. APPROVAL OF MOTION SUMMARY

a. Approval of the Motion Summary of the City Council Work Session held on April 13, 2026, as recorded and transcribed.

b. Approval of the Motion Summary of the regular City Council Meeting held on April 13, 2026, as recorded and transcribed.

Motion: Councilman Bogan motioned to approve the motion summaries from the City Council Work Session held on April 13, 2026, and the regular City Council Meeting held on April 13, 2026, as recorded and transcribed, seconded by Vice-Mayor Frazier. Motion was approved with a 6-0-0 vote.

ITEM 6. LETTERS, PETITIONS, AND PUBLIC COMMENTS

Dr. Anna Willow
56 Lobdell Drive
Delaware, Ohio

Dr. Willow thanked the Council for the modernization of the code regarding exterior property maintenance, noting its recognition of pollinator spaces and modern yard aesthetics. She suggested considering

a registry process instead of a permit process to reduce public apprehension.

Deborah Guebert
265 West Fountain Avenue
Delaware, Ohio

Ms. Guebert expressed appreciation for the Council's prior decision regarding energy certificates. She drew attention to the significant increase in PJM capacity charges and urged the Council to focus on ensuring a reliable energy supply for the community.

ITEM 7. CONSENT AGENDA

a. Acceptance of the Motion Summary of the Airport Commission meeting held on October 16, 2025, as recorded and transcribed.

b. Resolution No. 26-24, a resolution amending Resolution No. 18-67 for meeting times and dates for the Sister City Advisory Board.

c. Establish **May 11, 2026, at 7:15 PM** as the date and time for the public hearing and second reading of Ordinance No. 26-19, an ordinance approving a request by Delaware Development Plan LTD of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development) on 37.4-acres of property as described in “Exhibit A”.

d. Establish **May 11, 2026, at 7:20 PM** as the date and time for the public hearing and second reading of Ordinance No. 26-20, an ordinance approving a request by Fed One Dublin, LLC to rezone approximately 62.95 acres from A-1 (Agricultural) and I-2 (General Industrial) to I-PUD (Industrial-Planned Unit Development) located west of Curtis Street, northwest of London Road, and south of the railroad tracks.

e. Establish **May 11, 2026, at 7:25 PM** as the date and time for the public hearing and second reading of Ordinance No. 26-23, an ordinance amending Chapter 1303, International Property Maintenance Code, and creating Chapter 1311: Exterior Property Maintenance Code.

f. Establish **May 11, 2026, at 7:30 PM** as the date and time for the public hearing and second reading of Ordinance No. 26-24, an ordinance approving and authorizing the City Manager to execute a Community Reinvestment Area Agreement and School compensation agreements with PPG Industries Ohio Incorporated for investment in Real Property Improvements at 760 Pittsburgh Drive (parcel nos.41921005007000, 41921005007003, and 41921005008000).

Motion: Councilwoman Griffith motioned to approve the consent agenda, seconded by Councilman Bogan. Motion was approved with a 6-0-0 vote.

ITEM 8. INTRODUCTION OF NEW STAFF

Emily Meek, Public Utilities Director

Paul Brake, City Manager, introduced. Ms. Meek stated she is originally from Michigan and has spent the last ten and a half years in Colorado, working for the American Water Works Association and later as an assistant director for the city of Brighton, Colorado. She expressed her excitement to be in the Midwest and join the city's staff.

ITEM 9. PRESENTATION: PUBLIC HEALTH UPDATE

Jeff Gibbs, Director of Environmental Health for the Delaware Public Health District, provided several updates. He announced the summer vaccination clinic schedule, a sponsored movie night and panel discussion for the documentary "What It Takes" on April 30th, and the recent mailing of the Community Health Assessment resident survey to 3,400 residents. He also detailed a new Public Health Academy for high school students beginning July 13th, which includes CPR and food handler certifications. Lastly, he reminded the public of the community shred event scheduled for the upcoming Saturday.

ITEM 10. PRESENTATION: SHADE TREE COMMISSION ANNUAL REPORT

Hunter Smith, City Arborist, presented the annual report for the Shade Tree Commission. He reported that the city's total canopy coverage is 24.46%, with a goal of 30%. He noted that Delaware has been a Tree City USA for 45 years and exceeds the per capita expenditure requirement. He highlighted that Oak Grove Cemetery and Arboretum is now a level one arboretum with 62 different tree species, with a goal to reach level two status with 100 species. A new self-guided tour with QR codes for tree identification is now available.

ITEM 11. COMMITTEE REPORTS

Councilwoman Griffith had no reports.

Councilman Haynes had no reports.

Councilman Bogan reported that the Parking and Safety committee meets tomorrow.

Vice-Mayor Frazier reported that the Airport Commission met and discussed updates on Hangar J, fuel sales, the underground fuel farm project, and pilot transportation options for the future. She also noted the Parking and Safety committee meets tomorrow.

Councilman McClellan had no reports.

Mayor Riggle reported that the Sister City committee is beginning to plan for a visit from a 15-person delegation from Sakata in 2027.

ITEM 12. CONSIDERATION OF LIQUOR LICENSE REQUESTS

a. Consideration of a new liquor license request for Suela Food Services, LLC, (DBA Maria Sears and Spirits), located at 18 South Sandusky Street, Delaware, Ohio 43015.

b. Consideration of a new liquor license request for Encanto Mexican Market, LLC, (DBA Encanto Mexican Market), located at 150 London Road, Suite A, Delaware, Ohio 43015.

c. Consideration of a transfer request from Ohana Grill and Bar, LLC, to Tipsy Tap, LLC, located at 14 West William Street, Delaware, Ohio 43015.

Adam Moore, Chief of Police, stated that investigations were conducted for all three requests and found no statutory reasons to recommend an objection.

Motion: Vice-Mayor Frazier motioned to approve liquor license requests without objection, seconded by Councilman Bogan. Motion was approved with a 6-0-0 vote.

ITEM 13. THIRD READING OF ORDINANCE NO. 26-13

Ordinance No. 26-13, an ordinance authorizing the City Manager to enter into an amended cooperative agreement with Delaware County relating to the extension of Sawmill Parkway.

Nic Langford, Economic Development Director, provided a brief summary, explaining that the ordinance amends the payback agreement with the county by modifying the TIF district structure to facilitate development now that utilities are being installed.

Motion: Vice-Mayor Frazier motioned to approve Ordinance No. 26-13, seconded by Councilwoman Griffith. Motion was approved with a 6-0-0 vote.

ITEM 14. CONSIDERATION OF ORDINANCE NO. 26-19

Ordinance No. 26-19, an ordinance approving a request by Delaware Development Plan Ltd. for a zoning map amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development) on 37.4-acres of property as described in “Exhibit A”.

This ordinance will have a public hearing at the May 11, 2026, meeting.

This ordinance will go to another reading.

ITEM 15. CONSIDERATION OF ORDINANCE NO. 26-20

Ordinance No. 26-20, an ordinance approving a request by Fed One Dublin, LLC to rezone approximately 62.95 acres from A-1 (Agricultural) and I-2 (General Industrial) to I-PUD (Industrial-Planned Unit

Development) located west of Curtis Street, northwest of London Road, and south of the railroad tracks.

This ordinance will have a public hearing at the May 11, 2026, meeting.

This ordinance will go to another reading.

ITEM 16. CONSIDERATION OF ORDINANCE NO. 26-21

Ordinance No. 26-21, an ordinance authorizing the City Manager to grant an easement to the Ohio Power Company on city-owned property along Pittsburgh Drive and declaring an emergency. 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 to provide for the usual daily operation of a department or an office of the City; specifically, this Ordinance is required to be immediately effective to permit the timely execution of anticipated work within the subject easement area; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Jonathan Owen, City Engineer, stated the easement is required for AEP to extend power service to a nearby business requiring a service upgrade. The emergency clause was requested to permit timely execution of the work.

Motion: Councilman Haynes motioned to suspend the rule requiring three readings for Ordinance No. 26-21, seconded by Vice-Mayor Frazier. Motion was approved with a 6-0-0 vote.

Motion: Councilman Haynes motioned to approve the emergency clause for Ordinance No. 26-21, seconded by Vice-Mayor Frazier. Motion was approved with a 6-0-0 vote.

Motion: Councilman Haynes motioned to approve Ordinance No. 26-21, seconded by Vice-Mayor Frazier. Motion was approved with a 6-0-0 vote.

ITEM 17. CONSIDERATION OF ORDINANCE NO. 26-22

Ordinance No. 26-22, an ordinance authorizing the City Manager to grant an easement to the Ohio Power Company across London Road and declaring an emergency. 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 to provide for the usual daily operation of a department or an office of the City; specifically, this Ordinance is required to be immediately effective to permit the timely execution of anticipated work within the subject easement area; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Jonathan Owen, City Engineer, stated this is a request by AEP for an easement on city-owned property near London Road. A clerical correction

was requested to amend the title to reflect the easement is on city property near London Road, not across it.

Ordinance No. 26-22, an ordinance authorizing the City Manager to grant an easement to the Ohio Power Company ~~across London Road~~ **on City-Owned property along London Road** and declaring an emergency. **(AS AMENDED)**

Motion: Councilman Haynes motioned to suspend the rule requiring three readings for Ordinance No. 26-22, as amended, seconded by Councilman McClellan. Motion was approved with a 6-0-0 vote.

Motion: Councilman Haynes motioned to approve the emergency clause for the Ordinance No. 26-22, as amended, seconded by Councilman McClellan. Motion was approved with a 6-0-0 vote.

Motion: Councilman Haynes motioned to approve Ordinance No. 26-22 as amended, seconded by Councilman McClellan. Motion was approved with a 6-0-0 vote.

ITEM 18. CONSIDERATION OF ORDINANCE NO. 26-23

Ordinance No. 26-23, an ordinance amending Chapter 1303, International Property Maintenance Code, and adopting new Chapter 1311, Exterior Property Maintenance Code.

This ordinance will have a public hearing at the May 11, 2026, meeting.

This ordinance will go to another reading.

ITEM 19. CONSIDERATION OF ORDINANCE NO. 26-24

Ordinance No. 26-24, an ordinance approving and authorizing the City Manager to execute a Community Reinvestment Area Agreement and School Compensation Agreements with PPG Industries Ohio, Inc. for real property improvements at 760 Pittsburgh Drive (parcel numbers 41921005007000, 41921005007003, and 41921005008000).

This ordinance will have a public hearing at the May 11, 2026, meeting.

This ordinance will go to another reading.

ITEM 20. CONSIDERATION OF RESOLUTION NO. 26-23

Resolution No. 26-23, a resolution of no objection to the expansion of the Concord Scioto Community Authority, a New Community Authority under Chapter 349 of the Ohio Revised Code.

David Moser, City Attorney, stated this is a formal requirement as the city is defined as a proximate city. The authority is proposing to add two parcels to its jurisdiction, which is not within city limits. Staff recommends approval.

Motion: Councilwoman Griffith motioned to approve Resolution No. 26-23, seconded by Councilman Bogan. Motion was approved with a 6-0-0 vote.

ITEM 21. CONSIDERATION OF RESOLUTION NO. 26-25

Resolution No. 26-25, a resolution authorizing the City Manager to enter into a first amendment to the previously authorized purchase sale agreement with Trailhead Acquisitions LLC per Resolution 26-10 and declaring an emergency. This Resolution is 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 that such action is necessary to ensure no significant delays to the planned future development of the Property and to ensure that the parties can satisfy all closing timelines and obligations relative to this negotiated real estate transaction, and as such will be in full force and effect immediately upon its passage.

Nic Langford, Economic Development Director, stated the amendment simplifies a transaction by deeding a parcel to the city for a stormwater basin, which was previously an easement, at no additional cost. The emergency clause is needed to meet closing timelines.

A question was asked about the intent of the property before it was offered to the city was asked. Jonathan Owen, City Engineer, responded that the use of it would not change, rather it would be city owned instead of an easement.

A question was asked about the need for the emergency clause. Mr. Langford responded that the closing dates and the council meeting dates were close so staff wanted to ensure the closing would not be held up.

Motion: Vice-Mayor Frazier motioned to approve the emergency clause for Resolution No. 26-25, seconded by Councilman Bogan. Motion was approved with a 6-0-0 vote.

Motion: Vice-Mayor Frazier motioned to approve Resolution No. 26-25, seconded by Councilman Bogan. Motion was approved with a 6-0-0 vote.

ITEM 22. CONSIDERATION OF RESOLUTION NO. 26-26

Resolution No. 26-26, a resolution authorizing and approving a pre-annexation agreement for approximately 101.92 acres on the east side of Pollock Road and west of Berlin Station Road known as the Delaware Hickory Woods Annexation and declaring an emergency. This Resolution 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 to provide for the usual daily operation of a department or an office of the City; specifically, this Resolution is required to be immediately effective to permit Preservation Parks to timely move forward seeking Delaware County's acceptance of its annexation application.

David Moser, City Attorney, stated the agreement is with Preservation Parks for the Hickory Woods Park property. This agreement is necessary for the park to access city utilities for planned improvements, including restrooms.

Councilman Bogan asked about the capital cost for the improvement to the city, Staff responded that Preservation Parks would pay for the work; about road maintenance since some will remain in the township. Mr. Owen explained that an agreement with the township would need to be made, at an appropriate time, for road maintenance; whether Hickory Woods Park would remain a Preservation Park or if it would be a city-owned park. Attorney Moser responded the park would remain within the Preservation Parks operation; and expressed his disagreement with the emergency clause. Attorney Moser stated the emergency clause is needed to meet the statutory 20-day deadline for a service resolution after the annexation is filed with Delaware County.

Mayor Riggle clarified whether the Riverby Development is a part of this agreement or intended to be a part of the proposed annexation.

Motion: Councilwoman Griffith motioned to approve the emergency clause for Resolution No. 26-26, seconded by Vice-Mayor Frazier. Motion was approved with a 6-0-0 vote.

Motion: Councilwoman Griffith motioned to approve Resolution No. 26-26, seconded by Vice-Mayor Frazier. Motion was approved with a 6-0-0 vote.

ITEM 23. CONSIDERATION OF RESOLUTION NO. 26-27

Resolution No. 26-27, a resolution authorizing and approving a pre-annexation agreement for approximately 175 acres south of Hills Miller Road and west of Troy Road known as the Price Farms II annexation and declaring an emergency. This Resolution 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 to provide for the usual daily operation of a department or an office of the City; specifically, this Resolution is required to be immediately effective to permit Corridor Company LLC to timely move forward seeking Delaware County's acceptance of its annexation application.

David Moser, City Attorney, stated this agreement is for the second phase of the Price Farms development, which includes a potential future school site. The emergency clause is warranted due to the developer's plan to file the annexation in early May.

Councilman Bogan wanted clarification about the ‘de-annexation’ provisions in the agreement. Mr. Moser stated the likelihood of this annexation of not moving forward is very low and felt it was there as a fail-safe. Staff confirmed the agreement does not commit the city to the timing of sanitary sewer service availability.

Councilwoman Griffith asked about the side road that exists along the southwest portion of the railroad tracks and whose responsibility that would be to maintain. Mr. Owen responded that once the annexation if filed, the County Engineer's map would be clearer as to who owns that portion.

Motion: Councilman Bogan motioned to approve the emergency clause for Resolution No. 26-27, seconded by Vice-Mayor Frazier. Motion was approved with a 6-0-0 vote.

Motion: Councilman Bogan motioned to approve Resolution No. 26-27, seconded by Vice-Mayor Frazier. Motion was approved with a 6-0-0 vote.

ITEM 24. FINANCE DIRECTOR'S REPORT

Alycia Hefner, Finance Director, reported that income tax revenue is up approximately 3% over the previous year and investment income remains strong. Revenue from fees, licenses, and permits is down significantly, and she will investigate the cause and provide an update with the April report.

ITEM 25. CITY MANAGER'S REPORT

Paul Brake, City Manager, stated he will be following up to schedule a new date for the goal-setting session follow-up. He noted his attendance at the Miller Building ribbon cutting, the Arbor Day celebration, and the State of the County address.

ITEM 26. COUNCIL COMMENTS

Councilwoman Griffith commented on attending the Arbor Day event and noted that the Shade Tree Commission and Parks & Rec department will have tables at the upcoming First Friday event.

Councilman Haynes stated he is looking forward to First Friday.

Councilman Bogan reported that he completed the Ohio University "Governing Essentials for Local Elected Officials" course, which covered topics including AI and media relations.

Vice-Mayor Frazier reported on attending the State of the County address, highlighting the Bixby Parkway extension and the County Auditor's presentation on potential property tax repeal impacts. She also noted she will attend the ribbon cutting for the Flats at Sugar Run.

Councilman McClellan extended his appreciation to City Manager Brake and city staff for their talent and work. He also expressed appreciation for residents who engage in a civil way and for the Council's ability to disagree agreeably.

Mayor Riggle reported on attending a groundbreaking for the 86th Habitat for Humanity house in Delaware, and an awards ceremony in

Cleveland where the city's public works "Snow Warriors" received a national award.

ITEM 27. ADJOURNMENT

Motion: Vice-Mayor Frazier motioned to adjourn the meeting at 8:08 PM.

The meeting adjourned at 8:08 PM.

_____

Mayor Carolyn Kay Riggle

_____

Sarah Dinovo, Council Clerk

AGENDA ITEM NO. a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sarah Dinovo, City Clerk
ITEM TYPE:	Motion Summary
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Acceptance of the Motion Summary from the Sister City Advisory Board meeting held on January 13, 2026, as recorded and transcribed.
SUGGESTED ACTION:	

ATTACHMENTS:
20260113 motion summary.pdf

SISTER CITY ADVISORY BOARD
MOTION SUMMARY
JANUARY 13, 2026

ITEM 1. ROLL CALL

Chairman Guebert called to order the Sister City Advisory Board at 6:00 p.m.

Members Present: Lisa Ho, Franz Gruber, Todd Perry, Mayor Riggle, Monika Ray, and Chairman Rand Guebert

Member Absent: Karen Waselko

Motion to Excuse: Mayor Riggle motioned to excuse Ms. Waselko, seconded by Ms. Ray. Motion was approved with a 6-0-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary of Sister City Advisory Board held on July 8, 2025, as recorded and transcribed.

Motion: Mayor Riggle motioned to approve the Motion Summary from July 8, 2025, as recorded and transcribed, seconded by Ms. Ray. Motion carried with a 4-0-2 vote.

ITEM 3. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary of Sister City Advisory Board held on October 14, 2025, as recorded and transcribed.

Motion: Mayor Riggle motioned to approve the Motion Summary from October 14, 2025, as recorded and transcribed, seconded by Ms. Ray. Motion carried with a 5-0-1 vote.

ITEM 4. PUBLIC COMMENT

There was further public participation.

ITEM 5. SISTER CITY UPDATES

a. Baumholder

Mr. Guebert asked if any members had updates about Baumholder. A quick discussion about where the photos were displayed in the community.

b. Sakata

Mr. Guebert asked for an update on Sakata. Ms. Ho stated there were two faculty and eight students who visited Sakata in December. The group made a connection with the university there. Jun Kawabe would like to come to the next Sister City meeting to present and discuss their visit. The plan for visiting Delaware in 2027 is still in place.

A discussion about Sakata videos occurred.

c. Paraguay

There were no updates but a quick recap of a conference room being dedicated to Rutherford B. Hayes occurred.

ITEM 6. REVIEW OF THE PAST

Mr. Guebert reviewed the last twelve years of the Sister City Advisory Board.

A discussion of how to engage the residents with getting the word out about this organization occurred.

ITEM 7. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

Motion: Mayor Riggle motioned to elect Lisa Ho as chair, seconded by Ms. Ray. Motion was approved with a 6-0-0 vote.

Motion: Mr. Gruber motioned to elect Monica Ray as vice-chair, seconded by Ms. Ho. Motion was approved with a 6-0-0 vote.

Chair Ho thanked Rand Guebert for his leadership for the past twelve years.

ITEM 8. ADJOURNMENT

Chair Ho motioned to adjourn the meeting at 6:52 p.m.

The Sister City Advisory Board adjourned at 6:52 p.m.

Chair

Clerk

AGENDA ITEM NO. b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sarah Dinovo, City Clerk
ITEM TYPE:	Motion Summary
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Acceptance of the Motion Summary from the Planning Commission meeting held on April 8, 2026, as recorded and transcribed.
SUGGESTED ACTION:	

ATTACHMENTS:
20260408 Motion Summary.pdf

PLANNING COMMISSION
MOTION SUMMARY
APRIL 8, 2026

ITEM 1. Roll Call

Chairman Simpson called the meeting to order at 6:30 p.m.

Members Present: Brandon Feller, Dean Prall, Mayor Riggle, and Stacy Simpson

Members Absent: Dustin Nanna, Josh Cross, and George Stroud

Staff Present: Carrie Fortman, Project Manager; Anna Kelsey, Planning and Zoning Administrator; Jon White, Development Planner; and Sandra Pereira, Planning & Community Development Director

Motion to Excuse: Commissioner Prall motioned to excuse Commissioners Nanna, Stroud and Cross, seconded by Mayor Riggle. Motion was approved with a 4-0-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY

Approval of the Motion Summary of the Planning Commission meeting held on March 4, 2026, as recorded and transcribed.

Motion: Mayor Riggle motioned to approve the Motion Summary of the Planning Commission meeting held on March 4, 2026, seconded by Commissioner Prall. Motion was approved with a 4-0-0 vote.

ITEM 3. REGULAR BUSINESS

A. REGULAR BUSINESS

A. ZONING AMENDMENTS

1. MX PUD 26-1: A request by Delaware Development Plan, LTD. for approval of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD on 37.4 acres of property located within the Coughlin's Crossing development as described in "Exhibit A".

a. Staff Presentation

Anna Kesley, Planning and Zoning Administrator, gave a presentation that included background, overview, the request, concept plan, staff analysis and conditions. Ms. Kelsey stated the zoning code has been updated since the Coughlin Crossing development was originally approved. There has been an amendment to the resolution that was in the packet, which is on your desk in front of you.

b. Applicant Presentation

Connie Klema, Delaware Development Plan
PO Box 991
Pataskala, Ohio

Ms. Klema stated the developers agree with the staff conditions.

c. Public Hearing

The public hearing opened at 6:44 PM

The clerk acknowledged emails from Elizabeth DeBrosse, Evan Fallon, Macy Michel (x2).

The public hearing closed at 6:44 PM

d. Commission Discussion

Questions from the commission included the land use table and how it changed from the previous table (under the old code).

e. Commission Action (recommendation to City Council)

Motion to amend: Commissioner Prall motioned to amend Section 4a. "The gross density of Sub-Area A (not inclusive of Sub-Area A-1) shall not exceed ~~22.47~~ **25.28** dwelling units per acre.", seconded by Mayor Riggle. Motion was approved with a 4-0-0 vote.

Motion: Commissioner Prall motioned to approve MX PUD 26-1, as amended and with all staff conditions, seconded by Mayor Riggle. Motion was approved with a 4-0-0 vote.

Chairman Simpson asked staff for the schedule of the readings and public hearings for this case. Ms. Kelsey stated the first reading would occur on April 27, 2026, and the public hearing would be set for May 11, 2026.

2. I PUD 26-4: A request by Fed One Dublin, LLC for approval of a Zoning Map Amendment to rezone 62.95 acres from A-1 (Agricultural) and I-2

(General Industrial) to I-PUD Industrial Planned Unit Development located west of Curtis Street, northwest of London Road, and south of the railroad tracks, as described in "Exhibit A".

a. Staff Presentation

Jon White, Development Planner, gave a presentation that included the site location, zoning map, case background, concept plan, and permitted uses.

b. Applicant Presentation

Amy Biondi-Huffman, Fed One
8400 Industrial Parkway
Plain City, Ohio

David Poe, McCabe Companies
7361 Currier Road
Plain City, Ohio

Mr. Poe stated they were excited to open another park in the city.

c. Public Hearing

The public hearing opened at 7:00 PM

Michael Ruehrmund
497 E. Walnut Street
Westerville, Ohio

Mr. Ruehrmund stated he is the executor estate for this property, was in attendance to support this project and read a statement.

The public hearing was closed at 7:02 PM

d. Commission Discussion

Commissioner Prall questioned why there was permitted use versus conditional use of the raw materials as proposed. Mr. Poe stated he did not think the applicant would have an issue if the use was changed.

e. Commission Action (recommendation to City Council)

Motion to amend: Commissioner Prall motioned to amend the land use table d: from permitted use to conditional use for I PUD 26-4, seconded by Mayor Riggle. Motion was approved with a 4-0-0 vote.

Motion: Commissioner Prall motioned to approve I PUD 26-4, as amended and with all staff recommendations, seconded by Mayor Riggle. Motion was approved with a 4-0-0 vote.

B. DEVELOPMENT PLANS

1. 2022-0632 DVP #1: A request by Pulte Group for approval of a Development Plan for Boulder Farms Sections 1 & 2 on 35.68 acres of property located within the Boulder Farms Planned Mixed-Use Overlay, as described in "Exhibit A".

Anna Kelsey, Planning and Zoning Administrator, stated the developer requested this case and the two plats on the agenda be moved to the May meeting.

Motion: Commissioner Feller motioned to move case 2022-0632 DVP#1 to the May 6, 2026 meeting, seconded by Mayor Riggle. Motion was approved with a 4-0-0 vote.

C. PLATS

1. S 26-3: A request by Pulte Group for approval of a Final Subdivision Plat for Boulder Farms Section 1 comprised of 48 single-family lots, public right-of-way, and reserve areas on 21.53 acres of property in the Boulder Farms Planned Mixed-Use Overlay.

Motion: Commissioner Prall motioned to move case S 26-3 to the May 6, 2026 meeting, seconded by Mayor Riggle. Motion was approved with a 4-0-0 meeting.

2. S 26-4: A request by Pulte Group for approval of a Final Subdivision Plat for Boulder Farms Section 2 comprised of 35 single-family lots, public right-of-way, and reserve areas on 14.15 acres of property in the Boulder Farms Planned Mixed-Use Overlay.

Motion: Mayor Riggle motioned to move case S 26-4 to the May 6, 2026 meeting, seconded by Commissioner Prall. Motion was approved with a 4-0-0 vote.

ITEM 4. PLANNING DIRECTOR'S REPORT

Sandra Periera, Planning and Community Development Director, thanked the commissioners for being present this evening.

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Commissioner Feller thanked everyone for their work and expressed his hope that the planning conference would be informational.

Commissioner Prall had no further comments.

Mayor Riggle thanked staff for their hard work.

Chair Simpson thanked staff for their work and expressed his appreciation for the efficiency of the meetings.

ITEM 6. NEXT MEETING: May 6, 2026

ITEM 7. ADJOURNMENT

Chair Simpson motioned for the Planning Commission meeting to adjourn at 7:13 p.m.

The meeting was adjourned at 7:13 p.m.

Chairperson

City Clerk

AGENDA ITEM NO. c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Jonathan Owen, City Engineer
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Resolution no. 26-35, a resolution authorizing a development agreement with Addison Sawmill, LLC for the Sawmill Farms and Sawmill Towns project.

SUGGESTED ACTION:

ATTACHMENTS:

Res 26-35, Fact Sheet Addison Sawmill Agreement.docx
Res 26-35, Addison Sawmill Agreement.docx
Addison Sawmill Developer Agreement FINAL.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: consent item 'c' DATE: 5/11/2026

ORDINANCE NO: RESOLUTION NO: 26-35

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Jonathan R. Owen, City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT WITH ADDISON SAWMILL LLC FOR THE SAWMILL FARMS AND SAWMILL TOWNS PROJECT.

BACKGROUND:
The proposed development by Addison Sawmill, LLC is comprised of Sawmill Towns and Sawmill Farms, together referred to in the proposed development agreement as the Project. In 2025, City Council approved the zoning and development plans for the Project. The development plans included a requirement for the Project to be responsible for any necessary transportation improvements identified by a traffic study conducted by the City. The proposed development agreement is comprised of three main sections:

1. General Requirements: This section provides acknowledgements that the developer will abide by all typical requirements of code, engineering standards, and the zoning and development plan approvals.
2. Mitigation of Traffic Impacts: This section provides for the developer's payments of a proportionate share of the costs of the City's traffic study and the costs of improvements to US 42 at Sawmill Parkway. The City is planning a project on US 42 to incorporate the improvements necessary to accommodate area developments and existing US 42 traffic. The payment by the developer is based on the percentage of traffic at the intersection projected to be generated by the Project. In addition to this payment, the

Project also includes a requirement for a $1,000 per unit transportation impact fee due at the time of building permit, which is expected to generate an additional $709,000.

3. Utility Oversizing: The City required that a 12-inch water main be constructed instead of the 8-inch water main needed by the Project. The purpose of the upsizing is to provide sufficient capacity for a future extension expected by other developments. City Code section 913.21 already provides sufficient authorization for the City Manager to enter into a contract for a City payment to the developer for the oversizing costs when a sufficient budget appropriation exists, but staff determined to combined this agreement with the transportation items. The Water Capacity Fee Fund includes the appropriation that will be used to make the payment.

REASON WHY LEGISLATION IS NEEDED:
To authorize the City Manager to enter into a developer agreement.

COMMITTEE RECOMMENDATION:
None

FISCAL IMPACT(S):
A $56,500 City payment using an existing appropriation in the Water Capacity Fee Fund (Fund 536).

POLICY CHANGES:
None

PRESENTER(S):
Jonathan R. Owen, City Engineer

RECOMMENDATION:
Approval

ATTACHMENT(S):
Resolution
Developer Agreement with referenced exhibits

RESOLUTION NO. 26-35

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT WITH ADDISON SAWMILL, LLC FOR THE SAWMILL FARMS AND SAWMILL TOWNS PROJECT.

WHEREAS, Addison Sawmill, LLC owns or will own approximately 139.785 acres of real property which is to be developed through a project known as Sawmill Farms and Sawmill Towns (the "Project") on Delaware County Auditor's Parcel Numbers 41924001049000, 41924001048000, 41924001047000, and 41924001050000 (the "Property"); and

WHEREAS, City Council approved the rezoning of the Property on March 10, 2025 by Ordinance No. 25-06; and

WHEREAS, City Council approved the development plan for Sawmill Farms on August 11, 2025 by Resolution 25-53; and

WHEREAS, City Council approved the development plan for Sawmill Towns on August 11, 2025 by Resolution 25-54; and

WHEREAS, the City prepared a traffic impact study known as the US 42 & Sawmill Parkway Corridor Study (the "TIS") to determine the impacts of traffic by various developments including the Project; and

WHEREAS, the development plan approval conditions for the Project require the Developer to be responsible for the total cost of all public roadway upgrades to mitigate the Project's traffic as identified by the City's traffic impact study; and

WHEREAS, the City requires that a certain public water main, to be constructed by the Developer, be oversized to provide adequate water service to anticipated future customers beyond the Project; and

WHEREAS, City Code Section 913.21 authorizes the City Manager to enter into a contract with a developer for the costs of water line capacity upgrades with a sufficient budget appropriation.

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

SECTION 1. The City Manager is hereby authorized to: (a) execute on behalf of the City a development agreement with Addison Sawmill, LLC related to the Project in substantially the same form attached hereto, as such form may be modified or amended consistent with this Resolution and approved by

the City Attorney, (b) carry out the terms of the development agreement, and (c) take such other actions as may be necessary to implement the agreement.

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

PASSED: _____, 2026 YEAS____ NAYS____

ABSTAIN ____

ATTEST: _____ _____

CITY CLERK MAYOR

EST 1808
CITY OF
DELAWARE
OHIO

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into on _____ ("Effective Date") by and between the City of Delaware, Ohio (the "City"), a municipal corporation organized under the laws of the State of Ohio, with a mailing address of 1 S. Sandusky St. Delaware, Ohio 43015 and Addison Sawmill, LLC (the "Developer"), an Ohio limited liability company with a mailing address of 3401 Enterprise Parkway, Suite 410, Beachwood, Ohio 44122. The City and Developer are collectively referred to herein as "the Parties".

WITNESSETH

Whereas, the Developer owns or will own approximately 139.785 acres of real property depicted on the site plan attached hereto and made a part hereof as Exhibit A, which is to be developed through a project known as Sawmill Farms and Sawmill Towns (the "Project") on Delaware County Auditor's Parcel Numbers 41924001049000, 41924001048000, 41924001047000, and 41924001050000 (the "Property"); and

Whereas, City Council approved the rezoning of the Property on March 10, 2025 by Ordinance No. 25-06; and

Whereas, City Council approved the development plan for Sawmill Farms on August 11, 2025 by Resolution 25-53; and

Whereas, City Council approved the development plan for Sawmill Towns on August 11, 2025 by Resolution 25-54; and

Whereas, the City prepared a traffic impact study known as the US 42 & Sawmill Parkway Corridor Study (the "TIS") to determine the impacts of traffic by various developments including the Project; and

Whereas, the development plan approval conditions for the Project require the Developer to be responsible for the total cost of all public roadway upgrades to mitigate the Project's traffic as identified by the City's traffic impact study; and

Whereas, the City requires that a certain public water main, to be constructed by the Developer, be oversized to provide adequate water service to anticipated future customers beyond the Project; and

Whereas, as authorized by Resolution 26-___, the Parties desire to hereby memorialize the terms of these approval conditions in order to ensure the seamless and successful development of the Property.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and set forth, it is mutually agreed as follows:

Section 1. General Requirements

1.1. Developer agrees to adhere to all applicable requirements of the City of Delaware's Charter and Codified Ordinances, and the City's engineering standards.
1.2. Developer acknowledges and agrees to adhere to all requirements of the zoning approval legislation and development plan approval legislation for the Project.
1.3. Developer will gain engineering plan approval prior to commencing construction and will construct the improvements in accordance with the approved plans and specifications.
1.4. Developer will submit and gain approval for any number of subdivision plats for development of the Project.

Section 2. Mitigation of Traffic Impacts

2.1. Developer shall construct all public roadways within the Project including new connections to the existing roadway system together with any necessary modifications to the existing roadway system at the Project's new road connections as determined by the TIS, at the Developer's sole and exclusive cost, including but not limited to any unforeseen circumstances requiring additional costs and/or construction change orders.
2.2. In accordance with the TIS, the Developer shall design and construct a 175-ft eastbound right turn lane on Sawmill Parkway at the Sawmill Farms access point referred to as Sunny Drive in the approved development plan.
2.3. The Developer shall make a contribution to the City of $12,000 prior to recording of the plat for the first section of Sawmill Towns. The purpose of the contribution is to pay a proportionate share of the TIS, which was prepared by the City in lieu of the Developer preparing a traffic study.
2.4. The Developer shall make a contribution of $9,150 to the City prior to recording of the plat for the first section of Sawmill Farms. The purpose of the contribution is to pay a proportionate share of the TIS, which was prepared by the City in lieu of the Developer preparing a traffic study.
2.5. The Developer shall make a total contribution of up to $627,465 to the City (the "US 42/Sawmill Improvements Fee") to be used by the City for improvements to the intersection of US 42 and Sawmill Parkway, which total maximum amount is based on 709 total proposed dwelling units in the Project at $885 per dwelling unit. The contribution amount is intended to be proportionate to the total costs of intersection improvements based on the portion of traffic at the intersection generated by the Project.
2.6. A portion of the US 42/Sawmill Improvements Fee will be payable prior to the release of plats per section based on the number of dwelling units in that section.

The amount to be paid per section will be based on the total number of dwelling units in such section at $885 per dwelling unit.

2.7. The US 42/Sawmill Improvements Fee is in addition to the transportation impact fee, payable at building permit, required by the development plan approvals

2.8. In exchange for the Developer's payment of the US 42/Sawmill Improvements Fee, the City will not require the Developer to construct any improvements to the intersection of US 42 and Sawmill Parkway as part of the Project.

2.9. The City makes no commitment to the Developer concerning the timing that proposed improvements to the US 42 and Sawmill Parkway intersection will be made, if ever.

Section 3. Utility Oversizing

3.1. In coordination with the City on planning and timing, Developer agrees to design and construct approximately 1,600-feet of 12-inch diameter water main along Talley Drive. The water main is being upsized above the 8-inch diameter required for the Project for the purpose of providing sufficient capacity for future development beyond the Project.

3.2. The City agrees to reimburse the Developer $56,500 for oversizing of the water main on the basis of the difference in material costs between an 8-inch diameter and 12-inch diameter. See Exhibit B attached hereto and made a part hereof for a comparison of the costs and calculation of this reimbursement.

Section 4. Miscellaneous

4.1. Developer shall hold the City free and harmless from any and all claims for damage of every nature arising or growing out of the construction of improvements by Developer that are a part of the Project along with any additional obligations required of Developer under this Agreement and shall defend, at its own cost and expense, any suit or action brought against the City resulting from Developer's sole negligence arising or growing out of the construction of the improvements that are a part of the Project.

4.2. Nothing contained in this Agreement shall be deemed or construed, either by the Parties or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Developer and the City.

4.3. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation, or agreement, each of which is to be construed and enforced as if the invalid or unenforceable portion were not contained herein.

4.4. This Agreement contains the entire understanding concerning the matters addressed herein and supersedes all prior and conflicting agreements regarding the subject matter hereof. This Agreement shall not be altered or amended unless agreed to in writing by the Parties and approved by the Delaware City Council.

4.5. This Agreement, and all obligations and benefits contained herein, inures to the benefit of and will be binding on the respective successors and assigns of the Parties. Developer cannot assign its rights and obligations under this Agreement without the written consent of the City. The terms of this Agreement are and will be binding upon all the Parties hereto and upon each of their successors and assigns including, but not limited to, future owners of the Property. Upon execution of this Agreement and ownership or control of the Property by the Developer is recorded, as appropriate, an original counterpart of this Agreement shall be placed on record in the real estate records of the Recorder of Delaware County, Ohio with respect to each parcel comprising the Project, and each and every term and provision of this Agreement shall be a covenant running with the land.

4.6. This Agreement is to be governed and construed in accordance with the laws of the State of Ohio. All disputes and other matters in question between the Parties arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

4.7. The Parties are responsible for notifying each other Party in writing of any default under this Agreement within ten (10) days of actual knowledge of such default, and the defaulting Party shall have the opportunity to cure such default within sixty (60) days after receipt of such written notice unless such default, despite reasonable effort, cannot be cured within such sixty (60) day period, in which instance the cure period shall be extended to ninety (90) days (the "Cure Period"). The Cure Period does not apply with respect to any particular default to the extent the application of the Cure Period would be inconsistent with Ohio law or if such a default is not susceptible to cure. Failure to cure a default under this Agreement within the Cure Period (or if the Cure Period is not applicable) constitutes a breach of this Agreement.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed by their authorized officers and/or representatives, effective as of the Effective Date.

CITY OF DELAWARE		**Addison Sawmill, LLC**	
By:		By:	
Name:	Paul J. Brake	Name:	
Its:	City Manager	Its:	
Date:		Date:	

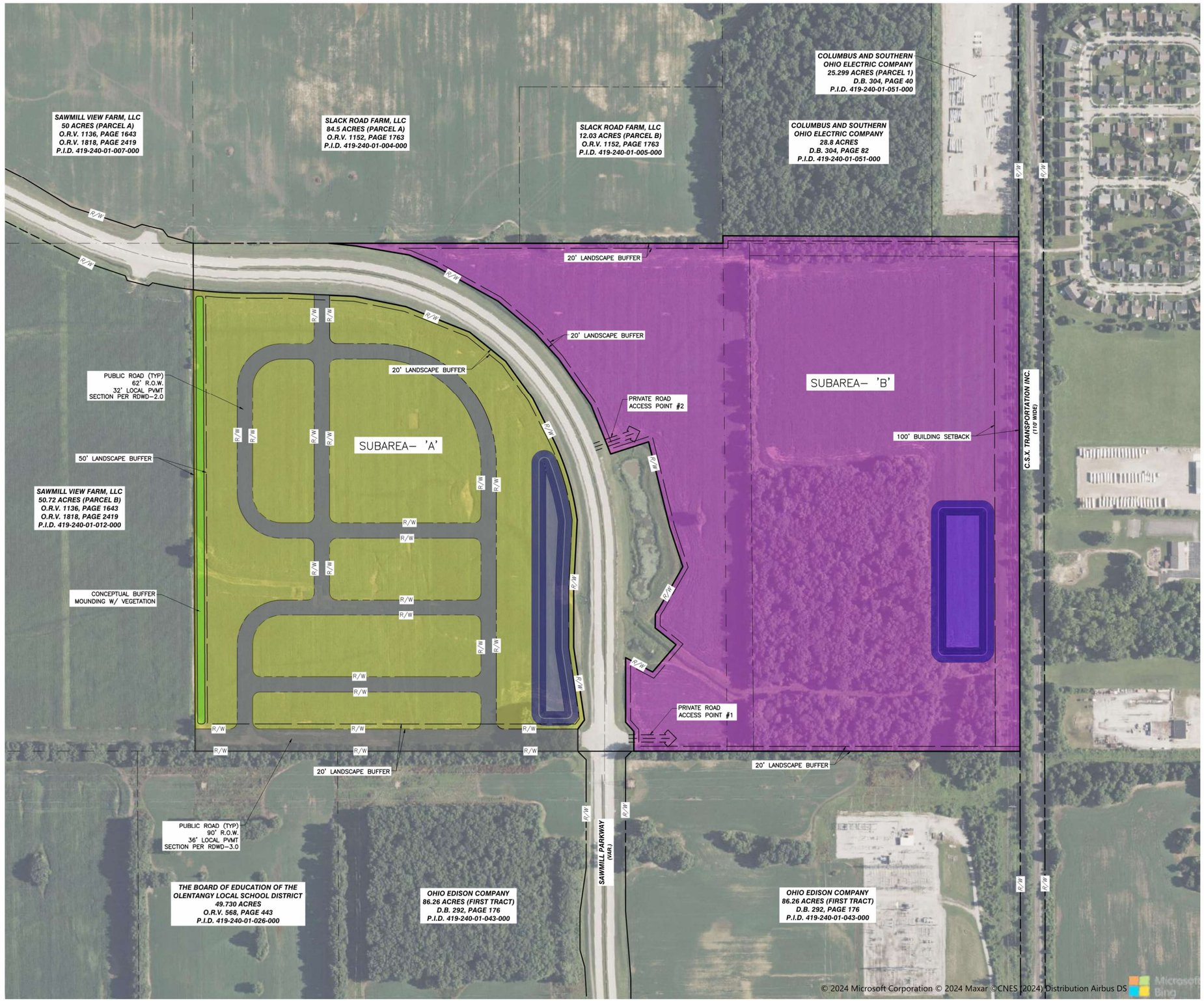
Approved as to form:

By:

Name: David Moser, Esq.

Title: City Attorney

EXHIBIT A





VICINITY MAP
1"=2000'

SCALE IN FEET
0 2000 4000

ZONING

CURRENT: A-1
W/ SOUTHWEST FOCUS OVERLAY

PROPOSED: PUD

SUBAREA 'A'

ADDISON SAWMILL

PID: 419-240-01-049-000

USE: SINGLE FAMILY

GROSS AREA: 61 ACRES

R/W AREA: 14 ACRES

NET AREA: 47 ACRES

OPEN SPACE: 15 ACRES (32% OF NET AREA)

TOTAL LOTS: 201 LOTS (52'X125')

NET DENSITY: 4.14 LOTS PER ACRE

LOT BUILDING SETBACKS

FRONT: 25'
SIDE: 6'
REAR: 20'

SUBAREA 'B'

TOWNS AT ADDISON SAWMILL

PID: 419-240-01-047-000
419-240-01-048-000
419-240-01-049-000
419-240-01-050-000

USE: MULTI-FAMILY/ TOWNHOME

GROSS AREA: 80 ACRES

R/W AREA: 00 ACRES

NET AREA: 80 ACRES

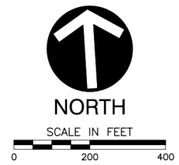
OPEN SPACE: 46 ACRES (58% OF NET AREA)
(13.5 ACRES-TREES PRESERVED)

TOTAL LOTS: 508 LOTS (22'X102')

NET DENSITY: 6.35 LOTS PER ACRE

LOT BUILDING SETBACKS

FRONT: 25'
SIDE: 0'
REAR: 20'



SCALE IN FEET
0 200 400

SUBMITTAL RECORD

NO	DATE	DESCRIPTION

250 W. Old Wilson Bridge Road
Suite 250
Worthington, OH 43085
Ph: 614.540.6633
www.cecinc.com

Civil & Environmental Consultants, Inc.

ADDISON PROPERTIES
ADDISON SAWMILL &
TOWNS AT ADDISON SAWMILL
CITY OF DELAWARE
DELAWARE COUNTY, OHIO

SITE PLAN

DATE:	JAN. 2025
DWG SCALE:	1"=200'
PROJECT NO:	346-560
DRAWN BY:	BAB
CHECKED BY:	BAB
APPROVED BY:	BAB

DRAWING NO.:
C200

SHEET 1 OF 1

34

P:\346-001\346-560\-2400\Dwg\0101-Rezone Plan\346560-0101-Site Plan.dwg[C200] LS(1/3/2025 - bburkhart) - LA 1/3/2025 12:27 PM

EXHIBIT B

Jonathan Owen

From: Jonathan Owen
Sent: Friday, April 17, 2026 3:25 PM
To: 'Brian Burkhart'
Cc: Mike Medvedkov; Perry Mickley; Emily Meek; Tyler Bicknell
Subject: RE: Sawmill Farms- Talley Drive Waterline

Brian,

Thank you for providing this information. We've considered your request, but as stated before we will only entertain repayment for materials to remain consistent with City practice used on all developments. In our experience, the backhoe being used in the normal course of trench excavation and backfill will be used for lifting the ductile fittings, and this equipment will be used regardless of the pipe size being 8" or 12".

Thanks,

Jonathan R. Owen, P.E.
City Engineer

City of Delaware, Ohio
Phone 740-203-1723 **Email** jowen@cityofdelawareoh.gov
Web City Homepage ◦ Engineering Site
Public Works Department
440 E. William St. Delaware, OH 43015

From: Brian Burkhart <bburkhart@addisonprops.com>
Sent: Monday, April 13, 2026 10:24 AM
To: Jonathan Owen <jowen@cityofdelawareoh.gov>; Tyler Bicknell <tbicknell@cityofdelawareoh.gov>
Cc: Mike Medvedkov <mike@addisonprops.com>
Subject: Sawmill Farms- Talley Drive Waterline

Jonathan,

We had the site contractor rebid the change for the waterline size along Talley Drive. As a result, the total cost difference to increase the line from 8" to 12" was reduced to $70,444. Previously, you noted that the City would only be responsible for the material cost difference, which in this case is $56,500. The remaining balance reflects additional labor costs. The contractor explained that while 8" waterline fittings can be set by hand, the 12" fittings are significantly heavier and require equipment to place them.

We respectfully request that the additional labor costs also be considered for inclusion in the reimbursement amount. Let me know if we need to have further discussions on this matter.

Thanks,

EXHIBIT B

Brian Burkhart, PE, SI, CPESC, CPSWQ, LEED AP ND
Vice President of Engineering
ADDISON PROPERTIES
C: 614-315-7172
5 S. Liberty St, Suite 200
Powell, OH 43065
bburkhart@addisonprops.com
www.AddisonProps.com



EXHIBIT B

April 13, 2026

Attn: Tyler Bicknell
City of Delaware
440 East William Street
Delaware, Ohio 43015

RE: Sawmill Farms- Talley Drive Waterline

Addison Properties will commit to upsizing the waterline along Talley Drive from an 8” to a 12”. The construction plans will be revised once an agreement with the City is in place for reimbursement of the upcharge in waterline cost.

We have obtained the following cost difference from the site contractor.

Item	Qnty	Unit	Decription	Price / ft	Total
801	1,601	lf	8" Water Pipe & Fittings, C909 PVC	$ 83.00	$ 132,883.00

Item	Qnty	Unit	Decription	Price / ft	Total
801	1,601	lf	12" Water Pipe & Fittings, C909 PVC	$ 127.00	$ 203,327.00

Difference	$ 70,444.00

Addison Properties

Brian Burkhart

Brian Burkhart, PE
Vice President of Engineering

AGENDA ITEM NO. d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Jonathan Owen, City Engineer
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Resolution No. 26-36, a resolution approving the installation of a traffic control signal at the intersection of Glenn Road and Sunbury Road.

SUGGESTED ACTION:

ATTACHMENTS:

Res 26-36, Fact Sheet Glenn Road & Sunbury Road.docx
Res 26-36, Glenn Road & Sunbury Road Signal.doc
Glenn Road -Sunbury Road Signal Exhibit.docx

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: consent item 'd' | DATE: 5/11/2026

ORDINANCE NO: | RESOLUTION NO: 26-36

READING: FIRST | PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Jonathan R. Owen, City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION APPROVING THE INSTALLATION OF A TRAFFIC CONTROL SIGNAL AT THE INTERSECTION OF GLENN ROAD AND SUNBURY ROAD

BACKGROUND:

Staff periodically recommend changes to traffic operations to improve traffic flow, safety, motorist predictability and compliance, or to update signage and pavement markings to current standards. The Glenn Road & Sunbury Road intersection has existed as a tee-intersection for decades, long before area development improved the area street network. As development continued, traffic studies originally anticipated the need for intersection signalization at some future point when traffic volumes increase. With the recent development of the Kroger Marketplace on the southeast corner of Glenn and Sunbury Roads, it has been demonstrated through updated traffic modelling that signal volume warrants will be met necessitating the signal installation to advance. The traffic study conducted for the Kroger Marketplace development shows that the signal is warranted in the opening year of the development. The development plans to be constructed and open in 2026.

The foundations and mast arm signal pole equipment were originally installed with the development of the Glennwood Commons shopping plaza. Wiring,

signal heads and controller are to be installed by the city to make the signal operational. All work is considered interim however, as the Byxbe Parkway extension project to the north of the intersection requires a new signal installation be included that will conform to a significantly expanded intersection.

Many roadway improvements are also included as part of the Kroger Marketplace project including the extension of Nutter Farm Lane west, connecting to Glenn Road in a modern roundabout intersection. Glenn Road will be widened to accommodate various turn lanes as will Sunbury Road to accommodate construction of an eastbound right turn lane. These improvements are funded privately by the developer. The signal improvements are partially funded by a contribution of $20,000 from Kroger.

REASON WHY LEGISLATION IS NEEDED:
Permanent installation of traffic control devices requires Council approval.

COMMITTEE RECOMMENDATION:
None

FISCAL IMPACT(S):
$20,000 for equipment and consultant services paid with Developer Trust Funds.

POLICY CHANGES:
None

PRESENTER(S):
Jonathan R. Owen, City Engineer

RECOMMENDATION:
Approval

ATTACHMENT(S)
Resolution
Location Map

RESOLUTION NO. 26-36

A RESOLUTION APPROVING THE INSTALLATION OF A TRAFFIC CONTROL SIGNAL AT THE INTERSECTION OF GLENN ROAD AND SUNBURY ROAD

WHEREAS, the City of Delaware is responsible for operating and maintaining public highways within the corporate limits of the city; and

WHEREAS, the traffic study conducted as part of the original Glennwood Commons development determined that a traffic signal would be required in the future at the intersection of Glenn Road and Sunbury Road (US36/SR37); and

WHEREAS, the approved traffic study conducted by the Kroger Marketplace development determined that a traffic signal at the intersection of Glenn Road and Sunbury Road is warranted in the opening year of the development in accordance with standard Ohio Department of Transportation signal warrant analysis; and

WHEREAS, the Kroger Marketplace development is under construction and plans to open in 2026; and

WHEREAS the City of Delaware Traffic Code section 305.08 requires City Council approval for the installation of all traffic control devices for periods greater than 60 days.

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

SECTION 1. That the City shall install the necessary signal equipment, pavement markings, and signage necessary to establish a signal-controlled intersection at the Glenn Road and Sunbury Road intersection.

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

PASSED: _____, 2026 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR



Proposed Traffic Control Signal at Glenn Road & Sunbury Road

AGENDA ITEM NO. e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Establish **June 8, 2026, at 7:15 PM** as the date and time for the public hearing and consideration of Resolution No. 26-29, a resolution approving a request by GTZ Properties for approval of a Development Plan for Lots B & C on 1.81 acres of an 8.05-acre Commercial- Planned Unit Development located along Sunbury Road (US-36/ SR-37), east of Sky View Land and south of Biltmore Drive.
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Establish **June 8, 2026, at 7:20 PM** as the date and time for the public hearing and second reading of Ordinance No. 26-26, an ordinance removing Chapter 905: Grass and Weeds and replacing with Chapter 905: Maintenance of Lands adjacent to a Street or Alley, to address the maintenance of public property between a property line and a street or curb, within the City of Delaware.
SUGGESTED ACTION:	
ATTACHMENTS:	

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Ordinances
AGENDA SECTION:	**7:15 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-19**
SUBJECT:	Ordinance No. 26-19, an ordinance approving a request by Delaware Development Plan LTD of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development) on 37.4-acres of property as described in “Exhibit A”.

SUGGESTED ACTION:

ATTACHMENTS:

1 Fact Sheet.docx
2 PUD 26-1 CC Staff Report.docx
3 PUD 26-1 Ordinance.docx
4 PUD 26-1 Ordinance Attachment.pdf
5 Concept Plan.pdf
6 PUD 26-1, PC Resolution.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 8

DATE: 5/11/2026

ORDINANCE NO: 26-19

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES **(5/11/26 at 7:15 PM)**

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Sandra Pereira, Planning & Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
An ordinance approving a request by Delaware Development Plan LTD for approval of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development) on 37.4-acres of property as described in "Exhibit A".

BACKGROUND:
See attached staff report.

REASON WHY LEGISLATION IS NEEDED:
To achieve compliance with Chapter 1105: Amendments of the Codified Ordinances.

COMMITTEE RECOMMENDATION:
Planning Commission approved this case 4-0 on April 8, 2026

FISCAL IMPACT(S):
N/A

POLICY CHANGES:
N/A

PRESENTER(S):

Sandra Pereira, Planning & Community Development Director

RECOMMENDATION:
Staff recommends approval

ATTACHMENT(S)
See attached

CITY COUNCIL STAFF REPORT

CASE ID: MX-PUD 26-1 Coughlin's Crossing Amendment

APPLICANT: Delaware Development Plan LTD
PO Box 991
Pataskala, OH 43062

REQUEST

A request by Delaware Development Plan LTD for approval of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development) on 37.4-acres of property as described in "Exhibit A".

BACKGROUND/ LOCATION

The subject site (shown in red) is located within the existing Coughlin's Crossing Planned Mixed-Use Overlay and generally located between US 23 / Coughlin Lane and Stratford Road north of Meeker Way. In November 2016, the Planning Commission and City Council approved a Rezoning Amendment (Ord 16-98), Conditional Use Permit (Ord 16-99), an Amendment to the Comprehensive Plan (Ord 16-100), Preliminary Development Plan (Ord 16-101) and Preliminary Subdivision Plat (Ord 16-102) for the proposed mixed-use development. Since then, various development plans and plats have been approved to bring the site to its current state of development.



EXISTING CONDITIONS/ CURRENT ZONING

The site is comprised of the undeveloped portions of the Coughlin's Crossing development and is currently zoned C-CC PMU (Community Commercial Planned Mixed-Use Overlay). The properties directly adjacent to the west and east are also located in the Coughlin's Crossing PMU. The properties to the north and to the east across Stratford Road are zoned FR-1 (Farm Residential) and located in Delaware Township. The properties to the south across Meeker Way are within a separate PMU Overlay.

STAFF ANALYSIS

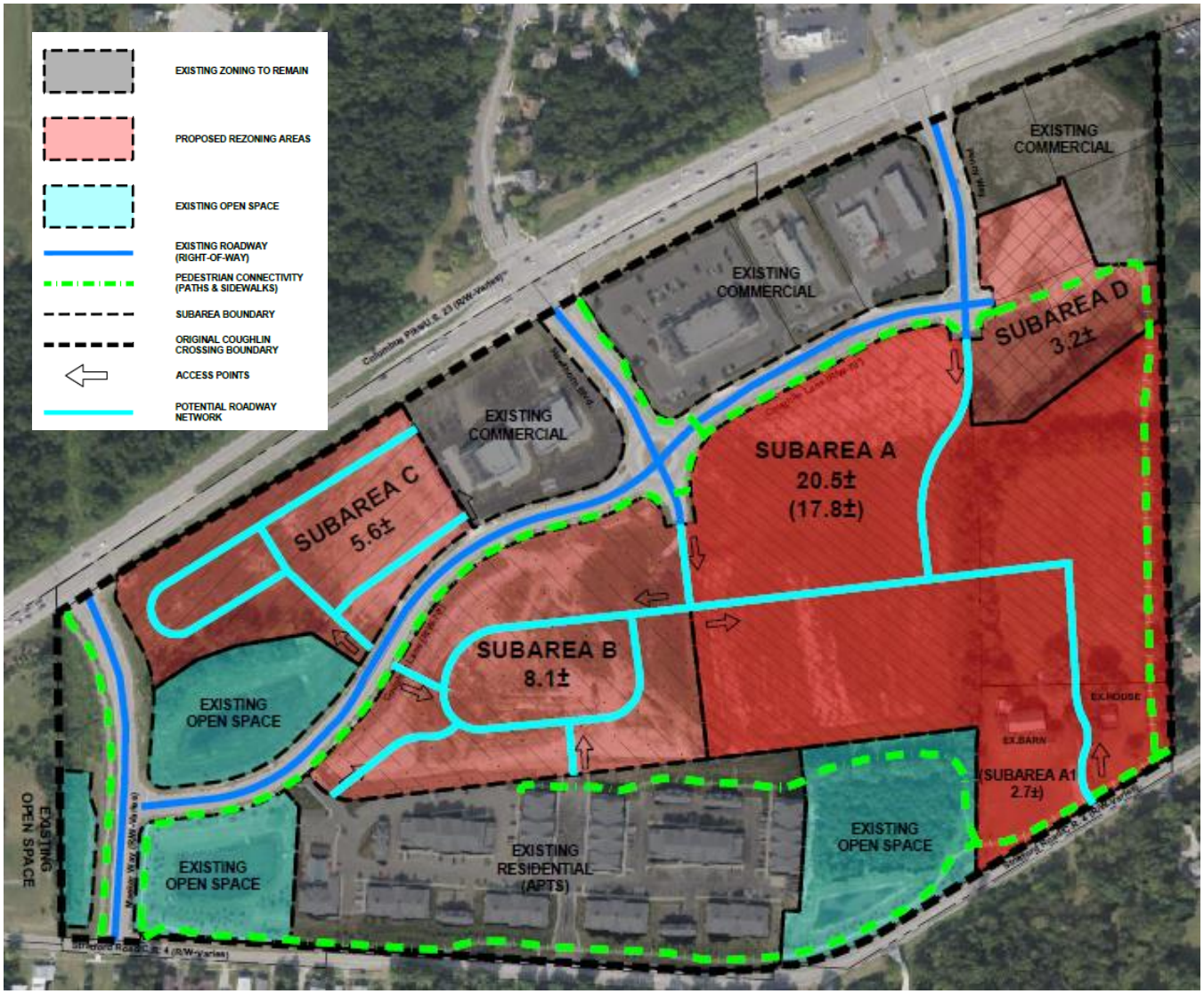
Zoning: The applicant is requesting to rezone the site to a Mixed-Use Planned Unit Development to accommodate for changes to the market since the development was originally approved in 2016. The existing zoning approval for Coughlin's Crossing anticipated big box retail and office development in proposed Sub-Areas A and B and commercial development in proposed Sub-Areas C and D. Now, the applicant is proposing to rezone

the undeveloped portions of the Coughlin's Crossing site. At its simplest, the applicant wants to transition from big box retail to residential development in the center of the site to support market trends. The proposed use table for this PUD is as follows:

	Sub-Area A	**Sub-Area A1**	**Sub-Area B**	**Sub-Area C**	**Sub-Area D**
Residential Uses					
2-, 3-, or 4-family dwelling	P				
Cluster single-family dwelling	P				
Dwelling Unit(s) on upper floors of a commercial or office building	P	C			
Multi-family complex	P				
Institutional / Public Uses					
Cultural Institution or Art Gallery		P			
Library		P	P		
Place of Religious Assembly		C	P	P	
School, Trade, Business, or Cultural Arts		P	P	P	P
Public or Private Recreational Facility	P		P	P	P
Commercial Uses					
Boutique Hotel		C	C		
Daycare, Child or Adult	P		P	P	P
Entertainment, indoor			C		
Event Venue – capacity of 50 or fewer		C	C		
Financial Institution, Bank	P		P	P	P
Health Club	P		P	P	P
Hotel			C		
Massage Establishment	P	C	P	P	P
Nursing Home	P		C		
Offices	P				
i. Clerical/professional		P	P	P	P
ii. Medical/dental			P	P	P
iii. Veterinary (no boarding kennel)			P	P	P
Retail Development with a minimum gross floor area under 80,000sf	P	P	P	P	P
Retail Development Over 80,000sf	P		P		
Residential Care Facility	P		C		
Restaurant	P	C	P	P	P

Drive-thru facility associated with any (P) or (C) use			P	P	P

The applicant intends to donate the existing historic barn and home in Sub-Area A-1 to the Delaware County Historical Society. DCHS intends to place protective covenants on the site to ensure it is preserved and either lease or sell the site to a low-impact commercial or office user. Sub-Area A is intended for multi-family residential development (in addition to the currently-permitted big box retail use), and Sub-Areas B and C are intended to



remain set aside for commercial and office users.

Land Use and Comprehensive Plan: The subject site is located along US 23 in an area designated as an "Activity District" in the Delaware Together Comprehensive Plan. Activity Districts support a variety of development types, including Neighborhood, Community, and Regional-Scale Activity Centers, Multifamily Complexes, and Commercial Corridors. All of these development types are reflected in the proposed use table associated with this application.

Concept Plan: The conceptual plan dated "12/18/25" (shown above) is the proposed concept plan for the PUD. Details around lot dimensions, building design, internal road layout, etc. will be determined at the Development Plan stage.

Some high-level details relating to the zoning of this site are as follows:

Roads and Traffic

Access points shall generally conform to those shown on the concept plan. Sub-Areas A and B will be required to be access from the existing stubs present at Hawthorne Blvd. and Penny Way, and cross-access will be required to the existing multi-family residential development. A single additional access point may be considered at Stratford Road at the discretion of the City Engineer and a Traffic Impact Study (TIS). Of note, multi-family residential development is proven to generate far less traffic than big box retail, lessening the impact of the development on the surrounding area.

Density and Layout

The gross density of Sub-Area A (not inclusive of Sub-Area A-1) shall not exceed 25.28 dwelling units per acre (appx. 450 units). The exact layout of development in any sub-area will be determined at its respective development plan stage.

Design

Due to the character of the existing historic mill worker community on Stratford Road, the existing development contains certain architectural and design requirements with respect to required materials, color palettes, and design character. These design requirements will be continued with this zoning amendment. Similarly, all signage will be required to conform to the previously approved comprehensive sign plan.

Buffers, Landscaping, and Open Space

The conceptual site plan shows the existing open spaces of the Coughlin's Crossing development, which will remain. Because this site is within an existing master planned development, the existing open space in the larger development will count towards the open space requirements. On the northern property line, the existing tree row will be required to be preserved and placed within a Tree Preservation Zone easement.

Pedestrian Access

A multi-use path was installed on the north side of the site and along Stratford Road in the initial infrastructure phase. That and all other existing pedestrian infrastructure will remain. The applicant will be required to connect to those existing paths and expand cross-connection to and through the site as it develops.

RECOMMENDATION

Staff and Planning Commission recommend approval of the request with the conditions of approval outlined in the attached resolution.

ORDINANCE NO. 26-19

AN ORDINANCE APPROVING A REQUEST BY DELAWARE DEVELOPMENT PLAN LTD OF A ZONING MAP AMENDMENT FROM C-CC PMU (COMMUNITY COMMERCIAL WITH A PLANNED MIXED-USE OVERLAY) TO MX-PUD (MIXED-USE PLANNED UNIT DEVELOPMENT) ON 37.4-ACRES OF PROPERTY AS DESCRIBED IN "EXHIBIT A".

WHEREAS, the Planning Commission at its meeting on April 8, 2026 recommended approval of a request by Delaware Development Plan LTD for approval of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development) on 37.4-acres of property as described in "Exhibit A".

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

SECTION 1. A request by Delaware Development Plan LTD for approval of a Zoning Map Amendment from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development) on 37.4-acres of property as described in "Exhibit A", is hereby confirmed, approved, and accepted with the following conditions:

1. The concept plan dated "12/18/25" illustrates the general layout of the development within this Planned Unit Development.
    a. The existing conditions of sub-area A-1 shall be approved as the development plan for that sub-area.
2. Uses permitted (P) and conditionally permitted (C) in this Mixed-Use Planned Unit Development are as follows:

	Sub-Area A	**Sub-Area A1**	**Sub-Area B**	**Sub-Area C**	**Sub-Area D**
Residential Uses					
2-, 3-, or 4-family dwelling	P				
Cluster single-family dwelling	P				
Dwelling Unit(s) on upper floors of a commercial or office building	P	C			
Multi-family complex	P				
Institutional / Public Uses					
Cultural Institution or Art Gallery		P			

Library		P	P		
Place of Religious Assembly		C	P	P	
School, Trade, Business, or Cultural Arts		P	P	P	P
Public or Private Recreational Facility	P		P	P	P
Commercial Uses					
Boutique Hotel		C	C		
Daycare, Child or Adult	P		P	P	P
Entertainment, indoor			C		
Event Venue – capacity of 50 or fewer		C	C		
Financial Institution, Bank	P		P	P	P
Health Club	P		P	P	P
Hotel			C		
Massage Establishment	P	C	P	P	P
Nursing Home	P		C		
Offices	P				
i. Clerical/professional		P	P	P	P
ii. Medical/dental			P	P	P
iii. Veterinary (no boarding kennel)			P	P	P
Retail Development with a minimum gross floor area under 80,000 square feet	P	P	P	P	P
Retail Development over 80,000sf	P		P		
Residential Care Facility	P		C		
Restaurant	P	C	P	P	P
Drive-thru facility associated with any (P) or (C) use			P	P	P

a. Commercial and Institutional Uses within Sub-Area A shall not be permitted within multi-family residential dwelling units except in accordance with the Home Occupation regulations outlined in Chapter 1132 of the Zoning Code.

3. Roads and Traffic:

a. Access to the site shall be generally in conformance with the concept plan dated "12/18/25" and the previously approved Development Text ("Exhibit B").

b. Access to sub-areas A and B shall be from the stubs present at

Hawthorne Blvd. and Penny Way. Cross-access connection to the existing Mill23 Apartments shall be required. An additional (singular) access point may be considered at Stratford Road at the discretion of the City Engineer and a Traffic Impact Study.

c. The exact layout of internal road networks shall be determined at the Development Plan stage.

4. Density and Layout:

   a. The gross density of Sub-Area A (not inclusive of Sub-Area A-1) shall not exceed 25.28 dwelling units per acre.

5. Buffers, Landscaping, and Open Space:

   a. The existing trees on the north boundary of the site shall be preserved and placed in a Tree Preservation Zone Easement.

   b. Final landscaping plans shall be approved at the Development Plan stage.

   c. The required open space for this PUD shall be included with the open space regulations approved as part of the Planned Mixed-Use Overlay. Each Sub-Area shall be required to meet lot coverage requirements outlined in the Zoning Code.

   d. This PUD shall conform with the Tree Removal Plan approved as part of the Development Text for the Planned Mixed-Use Overlay.

6. Pedestrian Access:

   a. All public and private streets and access drives shall have minimum five-foot sidewalk on both sides.

   b. All sub-areas shall have adequate pedestrian infrastructure throughout as determined at the Development Plan stage.

7. Building Design:

   a. All buildings shall generally conform with Section 3: Building Design of the Coughlin's Crossing Development Text ("Exhibit B"). Final details relating to the design of buildings will be determined at the Development Plan stage.

   b. Buildings within this PUD shall not exceed four stories.

      i. In Sub-Area A-1, no building shall exceed 35 feet.

      ii. In Sub-Area A, buildings within 100 feet of the northern property line shall not exceed two stories. Buildings within 150 feet of the northern property line shall not exceed three stories.

8. All signage shall conform to the approved Comprehensive Sign Plan for Coughlin's Crossing ("Exhibit C").

SECTION 2. That the Zoning Map referenced in §1110.02 of the Planning and Zoning Code be amended to rezone approximately 37.4 acres of land described further in Exhibit A, from C-CC PMU (Community Commercial Planned Mixed-Use Overlay) to MX-PUD (Residential Planned Unit Development)

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 Ohio Revised Code.

VOTE ON RULE SUSPENSION: YEAS_____NAYS_____ ABSTAIN_____

PASSED: _____, 2026 YEAS_____NAYS_____ABSTAIN_____

ATTEST: _____ _____
CITY CLERK MAYOR

EXHIBIT A-1



GRAPHIC SCALE

0 75 150 300

1 inch = 150 feet

- A Ball Jesse Jake K & Jean G A.P.N. 419130030040000
- B Gilkerson Anthony E & Teresa M APN: 419130030060000
- C Thanasiu Maranda J & Adam C APN: 419130030070000
- D Dean Jimmel L & Kathleen R APN: 419130030080000
- E Frase Keith Edward & Elizabeth APN: 419130030120000
- F Foust David APN: 419130030140000
- G Neal Michael J & Susan H APN: 419130030160000
- H Sealey Michael N & Sandra L APN: 419130030180000
- I Plummer Roger DDS & Kathleen W APN: 419130030190000
- J Sealey Jean E APN: 419130030200000
- K Sealey Jean E APN: 419130030210000
- L Delaware County Historical Society APN: 419130030220000
- M Martin Tracie L & McSweeney Brian Cotrustees APN: 419130060320000
- N Rives John P & Miller Shannon M APN: 419130060310000
- O Schoeffler Brady & Mary E APN: 419130060270000
- P Scott David A & Dithomas Jaime M APN: 419130060260000
- Q Lin Chung K & Trukin K APN: 419130030250000
- R USPG Portfolio Two LLC APN: 419130060330000
- S Jim Gill Properties II LLC APN: 419130040080000
- T Main Marion J APN: 419130040310000
- U Kranhouse Todd M & Samantha L APN: 419130040300000
- V Delaware Development Plan LTD. APN: 419130040280000
- W Meyer Joanne K APN: 4913004027000
- X Lake Kenneth J Trustee & Barbara J Trustee APN: 419130040260000
- X Vallera Frank & Susan VPN: 419130040240000

SUBAREA A – CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
AC1	007°27'47"	183.00'	23.84'	N83°50'25"E	23.82'
AC2	076°12'08"	158.05'	210.20'	N60°50'30"W	195.05'
AC3	020°55'33"	315.00'	115.05'	N13°32'21"W	114.41'
AC4	094°59'00"	19.50'	32.33'	N44°25'27"E	28.75'

SUBAREA A – LINE TABLE

LINE	BEARING	DISTANCE
AL1	N85°29'23"W	281.57'
AL2	N80°36'49"W	40.17'
AL3	N02°25'42"W	33.00'
AL4	S87°34'18"W	23.53'
AL5	N03°04'33"W	35.35'

SUBAREA A – LINE TABLE

LINE	BEARING	DISTANCE
AL6	S88°04'33"E	15.00'
AL7	N01°55'27"E	35.39'
AL8	S89°33'43"E	186.33'
AL9	N00°26'17"E	113.87'

SUBAREA B – CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
BC1	054°33'19"	112.00'	106.64'	S24°50'57"W	102.66'
BC2	005°18'10"	385.00'	35.63'	N38°57'27"W	35.62'
BC3	012°51'32"	510.00'	114.46'	N48°02'19"W	114.22'
BC4	043°54'15"	440.00'	337.16'	N32°30'57"W	328.97'
BC5	016°41'01"	385.00'	112.11'	N18°54'20"W	111.71'
BC6	005°46'24"	83.00'	8.36'	N24°21'40"W	8.36'
BC7	075°21'16"	33.00'	43.40'	N16°12'06"E	40.34'
BC8	005°05'46"	83.00'	7.38'	N56°25'37"E	7.38'
BC9	025°15'19"	83.00'	36.59'	N74°56'40"E	36.29'

SUBAREA B – LINE TABLE

LINE	BEARING	DISTANCE
BL1	S53°41'38"W	27.46'
BL2	N41°36'33"W	100.00'
BL3	N54°28'04"W	164.86'
BL4	N10°33'51"W	100.00'
BL5	N60°38'47"E	4.84'
BL6	N87°34'18"E	7.00'
BL7	N02°25'42"W	33.00'

SUBAREA C – CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
CC1	023°31'02"	249.99'	102.61'	S77°31'09"W	101.89'
CC2	027°29'19"	510.00'	244.68'	S40°43'25"E	242.34'

SUBAREA C – LINE TABLE

LINE	BEARING	DISTANCE
CL1	S65°45'39"W	111.94'
CL2	N81°59'46"W	54.14'
CL3	N28°45'15"W	54.28'
CL4	N28°45'15"W	153.70'
CL5	S54°28'04"E	149.24'
CL6	S38°03'50"W	125.55'
CL7	S05°14'02"E	167.41'
CL8	S15°22'42"E	90.75'
CL9	S29°58'27"E	113.93'

SUBAREA D – CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
DC1	085°01'52"	9.50'	14.10'	N45°34'33"W	12.84'
DC2	095°00'56"	9.50'	15.75'	S44°25'25"W	14.01'
DC3	003°57'46"	385.00'	26.63'	S89°56'32"W	26.62'

SUBAREA D – LINE TABLE

LINE	BEARING	DISTANCE
DL1	N32°26'16"W	375.67'
DL2	S00°26'17"W	113.87'
DL3	S89°33'43"E	186.33'
DL4	N01°55'27"E	34.61'
DL5	N88°04'33"W	37.21'
DL6	N03°04'33"W	22.17'
DL7	S86°55'27"W	63.00'
DL8	S03°04'33"E	15.00'
DL9	N88°04'33"W	119.47'
DL10	N17°13'40"W	194.90'
DL11	S72°46'20"W	12.50'
DL12	N17°13'41"W	11.62'
DL13	N73°07'41"E	205.99'
DL14	N02°34'53"E	140.03'
DL15	S86°59'03"E	119.85'

PLAN PREPARED BY:
ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph. 614.428.7750
fax. 614.428.7755

PLAN PREPARED FOR:
DEVELOPER'S LOGO
DEVELOPER ADDRESS 1
DEVELOPER ADDRESS 2

CITY OF DELAWARE / DELAWARE COUNTY, OHIO

COUGHLIN'S CROSSING
AMENDMENT SITE PLAN
FOR
COUGHLIN'S CROSSING
SURVEY SITE PLAN

Issue Dates:
XX/XX/XX: Issued For

Date: 12/16/2025
Scale: 1" = 150'

Drawn By:	Checked By:
CLE	XXX

Project Number:
25–0011–1408

Drawing Number:
1 / 1

Z:\25-0011-1408\DWG\PRODUCTION DRAWINGS\ZONING\Site Survey Plan.dwg 22X34NEW Dec 16, 2025 - 4:39:50pm cecheiberry

Zoning Description
20.5 ± Acres
North of Hawthorn Boulevard
East of Coughlin Lane
and West of Strafford Road
-1-

Situated in the State of Ohio, County of Delaware, City of Delaware, Farm Lot 14, Section 1, Township 4, Range 19, United Stated Military Lands and containing 20.5± acres of land, more or less, said 20.5± acre tract being all of Lot 12726 as numbered and delineated upon Coughlin's Crossing of record in Plat Cabinet 4, Slide 62, said Lot 12726 being conveyed to Delaware Development Plan, Ltd. of record in Deed Book 1635, Page 2088, said 20.5± acres also being all of Lot 15435 as numbered and delineated upon the Replat of Lots 12721 and 12725 of Coughlin's Crossing as recorded in D.B. 1635, Pg. 2088 and being stored in Plat Cabinet 6, Slide 181, said Lot 15435 being conveyed to Delaware Development Plan, Ltd. of record in Deed Book 2091, Page 203:

The bearings shown hereon are based on the bearing of N25°58'13"W, for the easterly line of Columbus Pike (U.S. 23), based on the Ohio State Plane Coordinate System, North Zone, NAD 83 Datum (2011), taken from GPS observation, taken at Delaware County engineer Monuments 97-129 and 97-130.

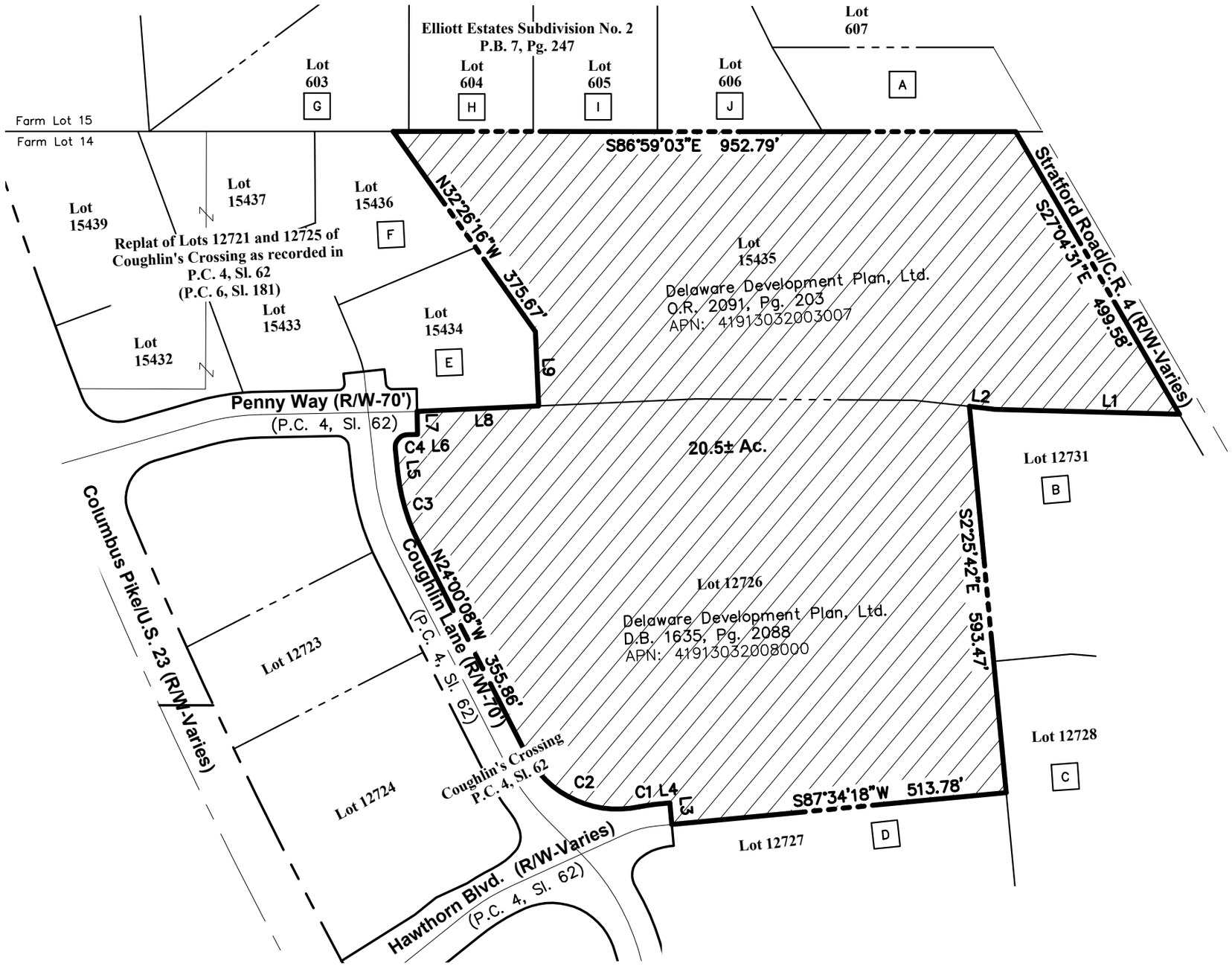
All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

This exhibit is to be used for zoning purposes only and not for the transfer of land.

ADVANCED CIVIL DESIGN, INC.

Z:\25-0011-1408\Survey\25-0011-1408 area a zoning desc.doc

EXHIBIT A-3



ZONING EXHIBIT
20.5± ACRES

**Situated in the State of Ohio,
County of Delaware,
City of Delaware,
Farm Lot 14, Section 1,
Township 4, Range 19, USML**

GRAPHIC SCALE

0 100 200 400

1 inch = 200 feet

The bearings shown hereon are based on the bearing of N25°58'13"W, for the easterly line of Columbus Pike (U.S. 23), based on the Ohio State Plane Coordinate System, North Zone, NAD 83 Datum (2011), taken from GPS obeservation, taken at Delaware County engineer Monuments 97–129 and 97–130.

This exhibit is created from information obtained from the Delaware County Auditor's Office and the Delaware County Recorder's Office. This exhibit is not to be used for the transfer of land.

DRAWN BY: DRB	JOB NO.: 25–0011–1408
DATE: 10/20/25	CHECKED BY: BCK

1/2

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

Z:\25-0011-1408\DWG\PRODUCTION DRAWINGS\SURVEY\25-0011-1408 area a zoning.dwg Page 1 Oct 21, 2025 - 11:59:36am dbickham

EXHIBIT A-5

Zoning Description
8.1 ± Acres
South of Hawthorn Boulevard
East of Coughlin Lane
-1-

Situated in the State of Ohio, County of Delaware, City of Delaware, Farm Lot 14, Section 1, Township 4, Range 19, United Stated Military Lands and containing 8.1± acres of land, more or less, said 8.1± acre tract being all of Lot 12727 as numbered and delineated upon Coughlin's Crossing of record in Plat Cabinet 4, Slide 62, said Lot 12726 being conveyed to Delaware Development Plan, Ltd. of record in Deed Book 1635, Page 2088;

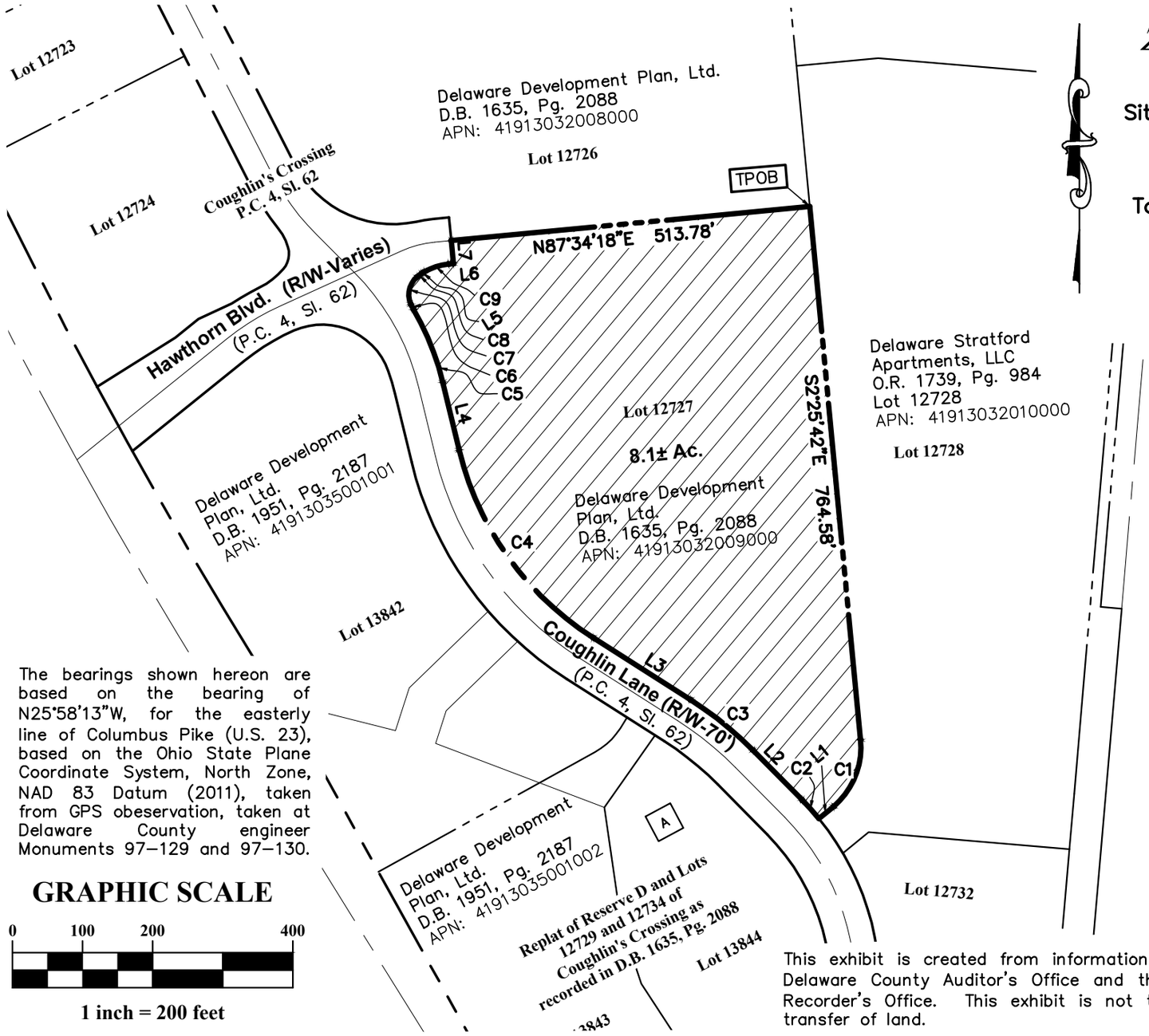
The bearings shown hereon are based on the bearing of N25°58'13"W, for the easterly line of Columbus Pike (U.S. 23), based on the Ohio State Plane Coordinate System, North Zone, NAD 83 Datum (2011), taken from GPS observation, taken at Delaware County engineer Monuments 97-129 and 97-130.

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

This exhibit is to be used for zoning purposes only and not for the transfer of land.

ADVANCED CIVIL DESIGN, INC.

Z:\25-0011-1408\Survey\25-0011-1408 area a zoning desc.doc



ZONING EXHIBIT
8.1± ACRES

**Situated in the State of Ohio,
County of Delaware,
City of Delaware,
Farm Lot 14, Section 1,
Township 4, Range 19, USML**

A Delaware Development Plan, Ltd.
D.B. 1951, Pg. 2187
A.P.N. 41913035001003

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S53°41'38"W	27.46'
L2	N41°36'33"W	100.00'
L3	N54°28'04"W	164.86'
L4	N10°33'51"W	100.00'
L5	N60°38'47"E	4.84'
L6	N87°34'18"E	7.00'
L7	N02°25'42"W	33.00'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C1	054°33'19"	112.00'	106.64'	S24°50'57"W	102.66'
C2	005°18'10"	385.00'	35.63'	N38°57'27"W	35.62'
C3	012°51'32"	510.00'	114.46'	N48°02'19"W	114.22'
C4	043°54'15"	440.00'	337.16'	N32°30'57"W	328.97'
C5	016°41'01"	385.00'	112.11'	N18°54'20"W	111.71'
C6	005°46'24"	83.00'	8.36'	N24°21'40"W	8.36'
C7	075°21'16"	33.00'	43.40'	N16°12'06"E	40.34'
C8	005°05'46"	83.00'	7.38'	N56°25'37"E	7.38'
C9	025°15'19"	83.00'	36.59'	N74°56'40"E	36.29'

The bearings shown hereon are based on the bearing of N25°58'13"W, for the easterly line of Columbus Pike (U.S. 23), based on the Ohio State Plane Coordinate System, North Zone, NAD 83 Datum (2011), taken from GPS obeservation, taken at Delaware County engineer Monuments 97–129 and 97–130.

GRAPHIC SCALE

0 100 200 400

1 inch = 200 feet

This exhibit is created from information obtained from the Delaware County Auditor's Office and the Delaware County Recorder's Office. This exhibit is not to be used for the transfer of land.

DRAWN BY: DRB	JOB NO.: 25–0011–1408
DATE: 10/20/25	CHECKED BY: BCK

1/1

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

Z:\25-0011-1408\DWG\PRODUCTION DRAWINGS\SURVEY\25-0011-1408 area b zoning.dwg Page 1 Oct 21, 2025 - 9:32:03am dbickham

Zoning Description
5.6 ± Acres
North of Meeker Way
East of Columbus Pike (U.S. 23)
and West of Coughlin Lane
-1-

Situated in the State of Ohio, County of Delaware, City of Delaware, Farm Lot 14, Section 1, Township 4, Range 19, United Stated Military Lands and containing 5.6± acres of land, more or less, said 5.6± acre tract being part of Lot 13842 and all of Lot 13843 as numbered and delineated upon the Replat of Reserve D and Lots 12729 and 12734 of Coughlin's Crossing of record in D.B. 1635, Page 2088 and stored in P.C. 5, Slide 735, both Lots 13842 and 13843 being conveyed to Delaware Development Plan, Ltd. of record in Deed Book 1951, Page 2187, said 5.6± acre tract being more particularly described as;

Beginning at a southeasterly corner of said Lot 13843, being the southwesterly corner of Lot 13844 as numbered and delineated upon said plat, said Lot 13844 being conveyed to Delaware Development Plan, Ltd. of record in Deed Book 1951, Page 2187 and being in the northerly right-of-way line of Meeker Way (R/W-Varies) as dedicated in said plat;

Thence along the southerly line of said Lot 13843 and said northerly right-of-way line, the following three (3) courses:

> with a curve to the left, having a central angle of **23°31'02"** and a radius of **249.99 feet**, an arc length of **102.61 feet**, a chord bearing and a chord distance of **S 77°31'09" W, 101.89 feet** to a point of tangency;
>
> **S 65°45'39" W, 111.94 feet** to an angle point;
>
> **N 81°59'46" W, 54.14 feet** to a point in the westerly line of said Lot 13843 and the easterly right-of-way line of Columbus Pike (U.S. 23) (R/W-Varies);

Thence along the westerly lines of said Lots 13843 and 13842 and said easterly right-of-way line, the following three (3) courses:

> **N 28°45'15" W, 54.28 feet** to an angle point;
>
> **N 25°58'13" W, 514.76 feet** to an angle point;
>
> **N 28°45'15" W, 153.70 feet** to an angle point;

Thence **N 64°01'45" E,** across said Lot 13842, **313.94 feet** to a point in a curve in the easterly line of said Lot 13842 and the westerly right-of-way line of Coughlin Lane (R/W-70') as dedicated in Plat Cabinet 4, Slide 62;

Thence along the easterly lines of said Lots 13842 and 13843 and said westerly right-of-way line, the following two (2) courses:

> with a curve to the left, having a central angle of **27°29'19"** and a radius of **510.00 feet**, an arc length of **244.68 feet**, a chord bearing and a chord distance of **S 40°43'25" E, 242.34 feet** to a point of tangency;
>
> **S 54°28'04" E, 149.24 feet** to an angle point at the easterly corner of said Lot 13843 and a northerly corner of said Lot 13844;

Thence along the common lines of said Lots 13843 and 13844, the following four (4) courses:

> **S 38°03'50" W, 125.55 feet** to an angle point;
>
> **S 05°14'02" E, 167.41 feet** to an angle point;
>
> **S 15°22'42" E, 90.75 feet** to an angle point;

Zoning Description
5.6 ± Acres
North of Meeker Way
East of Columbus Pike (U.S. 23)
and West of Coughlin Lane
-2-

S 29°58'27" E, 113.93 feet to the **True Point of Beginning**, containing **5.6± acres.**

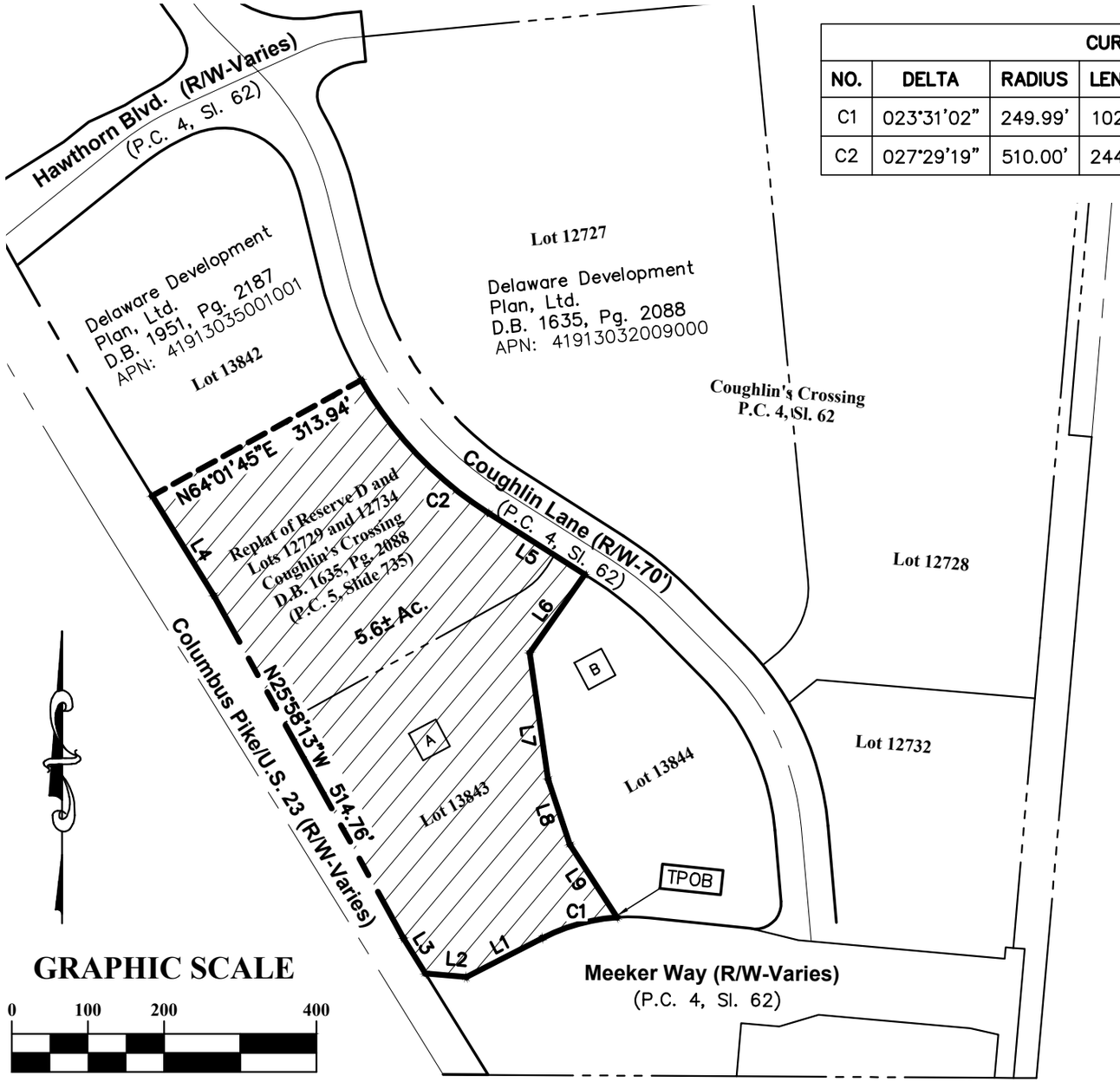
The bearings shown hereon are based on the bearing of N25°58'13"W, for the easterly line of Columbus Pike (U.S. 23), based on the Ohio State Plane Coordinate System, North Zone, NAD 83 Datum (2011), taken from GPS observation, taken at Delaware County engineer Monuments 97-129 and 97-130.

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

This exhibit is to be used for zoning purposes only and not for the transfer of land.

ADVANCED CIVIL DESIGN, INC.

Z:\25-0011-1408\Survey\25-0011-1408 area c zoning desc.doc



GRAPHIC SCALE

0 100 200 400

1 inch = 200 feet

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C1	023°31'02"	249.99'	102.61'	S77°31'09"W	101.89'
C2	027°29'19"	510.00'	244.68'	S40°43'25"E	242.34'

A Delaware Development
Plan, Ltd.
D.B. 1951, Pg. 2187
APN: 41913035001002

B Delaware Development
Plan, Ltd.
D.B. 1951, Pg. 2187
A.P.N. 41913035001003

ZONING EXHIBIT
5.6± ACRES

**Situated in the State of Ohio,
County of Delaware,
City of Delaware,
Farm Lot 14, Section 1,
Township 4, Range 19, USML**

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S65°45'39"W	111.94'
L2	N81°59'46"W	54.14'
L3	N28°45'15"W	54.28'
L4	N28°45'15"W	153.70'
L5	S54°28'04"E	149.24'
L6	S38°03'50"W	125.55'
L7	S05°14'02"E	167.41'
L8	S15°22'42"E	90.75'
L9	S29°58'27"E	113.93'

The bearings shown hereon are based on the bearing of N25°58'13"W, for the easterly line of Columbus Pike (U.S. 23), based on the Ohio State Plane Coordinate System, North Zone, NAD 83 Datum (2011), taken from GPS observation, taken at Delaware County engineer Monuments 97–129 and 97–130.

This exhibit is created from information obtained from the Delaware County Auditor's Office and the Delaware County Recorder's Office. This exhibit is not to be used for the transfer of land.

DRAWN BY: DRB	JOB NO.: 25–0011–1408
DATE: 10/20/25	CHECKED BY: BCK

1/1

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

Z:\25-0011-1408\DWG\PRODUCTION DRAWINGS\SURVEY\25-0011-1408 area c zoning.dwg Page 1 Oct 21, 2025 - 10:47:03am dbickham

Zoning Description
3.2 ± Acres
North of Penny Way
East of Columbus Pike (U.S. 23)
-1-

Situated in the State of Ohio, County of Delaware, City of Delaware, Farm Lot 14, Section 1, Township 4, Range 19, United Stated Military Lands and containing 3.2± acres of land, more or less, said 3.2± acres also being all of Lots 15433, 15434 and 15436 as numbered and delineated upon the Replat of Lots 12721 and 12725 of Coughlin's Crossing as recorded in Deed Book 1635, Page 2088 and stored in Plat Cabinet 6, Slide 181, said Lots being conveyed to Delaware Development Plan, Ltd. of record in Deed Book 2091, Page 203:

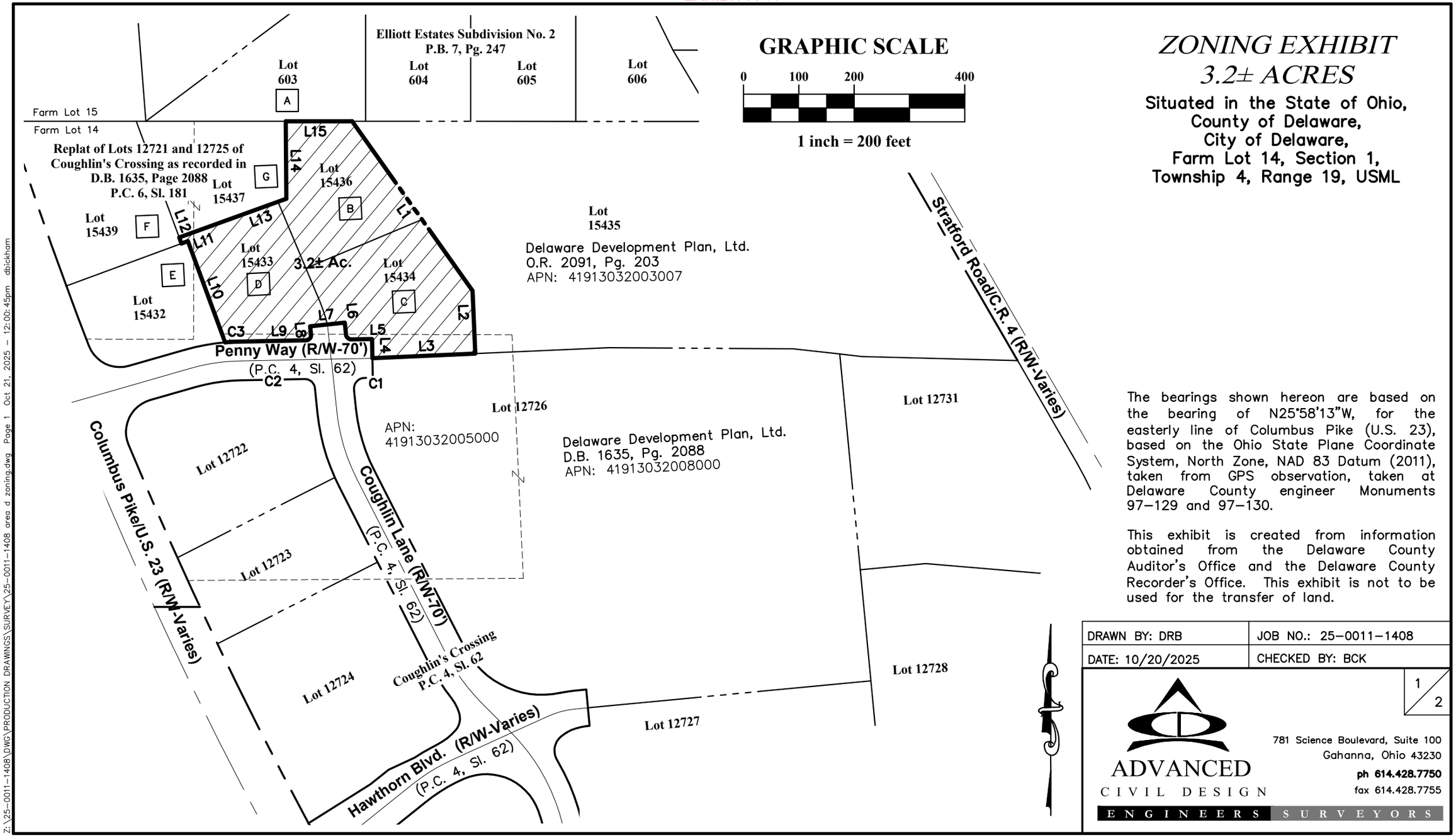
The bearings shown hereon are based on the bearing of N25°58'13"W, for the easterly line of Columbus Pike (U.S. 23), based on the Ohio State Plane Coordinate System, North Zone, NAD 83 Datum (2011), taken from GPS observation, taken at Delaware County engineer Monuments 97-129 and 97-130.

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

This exhibit is to be used for zoning purposes only and not for the transfer of land.

ADVANCED CIVIL DESIGN, INC.

Z:\25-0011-1408\Survey\25-0011-1408 area d zoning desc.doc



ZONING EXHIBIT
3.2± ACRES

**Situated in the State of Ohio,
County of Delaware,
City of Delaware,
Farm Lot 14, Section 1,
Township 4, Range 19, USML**

The bearings shown hereon are based on the bearing of N25°58'13"W, for the easterly line of Columbus Pike (U.S. 23), based on the Ohio State Plane Coordinate System, North Zone, NAD 83 Datum (2011), taken from GPS observation, taken at Delaware County engineer Monuments 97–129 and 97–130.

This exhibit is created from information obtained from the Delaware County Auditor's Office and the Delaware County Recorder's Office. This exhibit is not to be used for the transfer of land.

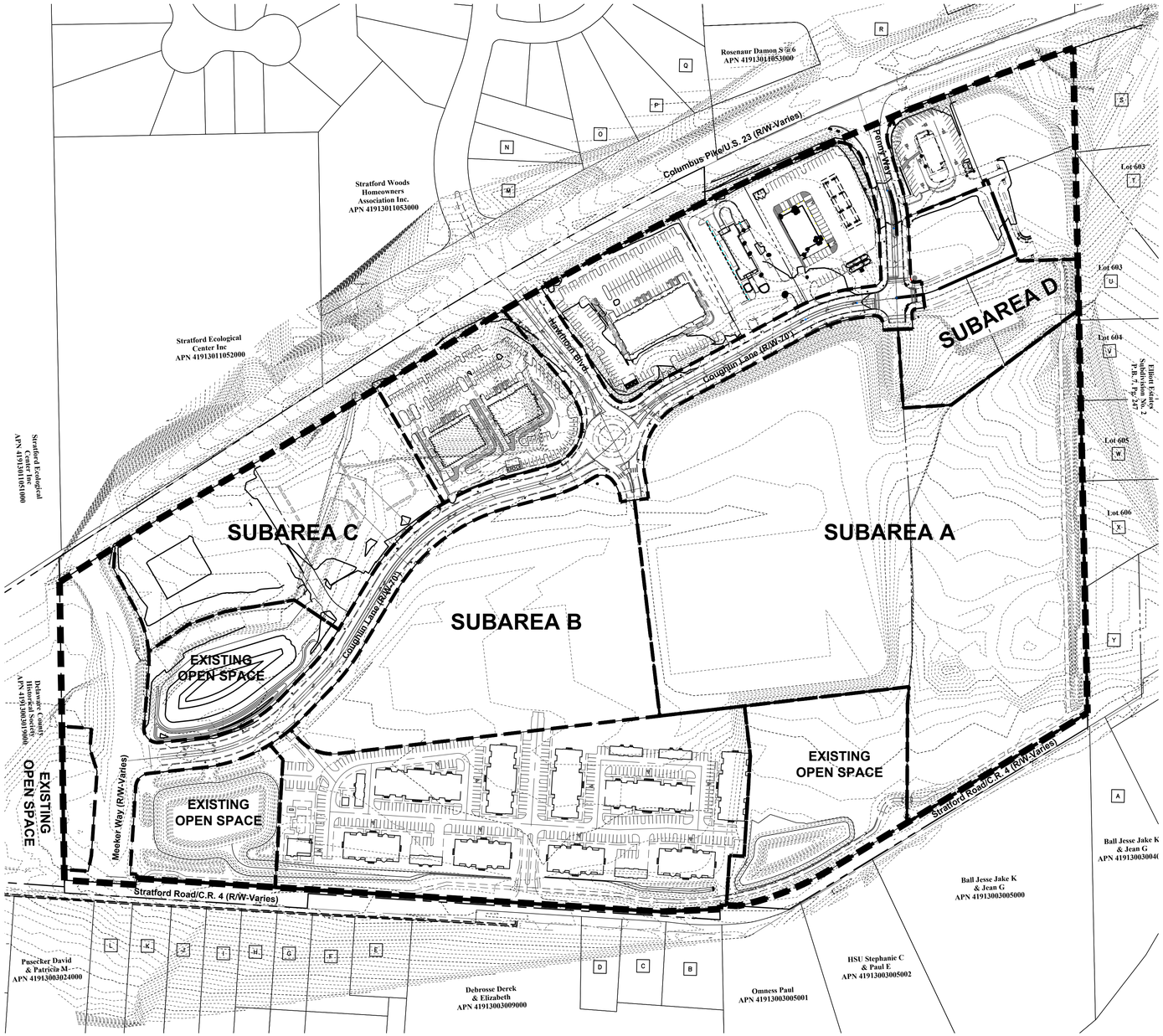
DRAWN BY: DRB	JOB NO.: 25–0011–1408
DATE: 10/20/2025	CHECKED BY: BCK

1/2

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

Z:\25-0011-1408\DWG\PRODUCTION DRAWINGS\SURVEY\25-0011-1408 area d zoning.dwg Page 1 Oct 21, 2025 - 12:00:45pm dbickham

EXHIBIT A-13



GRAPHIC SCALE

0 75 150 300

1 inch = 150 feet

A Ball Jesse Jake K & Jean G
A.P.N. 41913003004000

B Gilkerson Anthony E & Teresa M
APN: 41913003006000

C Thanasiu Maranda J & Adam C
APN: 41913003007000

D Dean Jimmel L & Kathleen R
APN: 41913003008000

E Frase Keith Edward & Elizabeth
APN: 41913003012000

F Foust David
APN: 41913003014000

G Neal Michael J & Susan H
APN: 41913003016000

H Sealey Michael N & Sandra L
APN: 41913003018000

I Plummer Roger DDS & Kathleen W
APN: 41913003019000

J Sealey Jean E
APN: 41913003020000

K Sealey Jean E
APN: 41913003021000

L Delaware County Historical Society
APN: 41913003022000

M Martin Tracie L & McSweeney Brian Cotrustees
APN: 41913006032000

N Rives John P & Miller Shannon M
APN: 41913006031000

O Schoeffler Brady & Mary E
APN: 41913006027000

P Scott David A & Dithomas Jaime M
APN: 41913006026000

Q Lin Chung K & Trukin K
APN: 41913003025000

R USPG Portfolio Two LLC
APN: 41913006033000

S Jim Gill Properties II LLC
APN: 41913004008000

T Main Marion J
APN: 41913004031000

U Kranhouse Todd M & Samantha L
APN: 41913004030000

V Delaware Development Plan LTD.
APN: 41913004028000

W Meyer Joanne K
APN: 4913004027000

X Lake Kenneth J Trustee & Barbara J Trustee
APN: 41913004026000

X Vallera Frank & Susan
VPN: 41913004024000

PLAN PREPARED BY:

ADVANCED CIVIL DESIGN
ENGINEERS SURVEYORS

781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph. 614.428.7750
fax. 614.428.7755

PLAN PREPARED FOR:

DEVELOPER'S LOGO

DEVELOPER ADDRESS 1
DEVELOPER ADDRESS 2

CITY OF DELAWARE / DELAWARE COUNTY, OHIO

COUGHLIN'S CROSSING

AMENDMENT SITE PLAN
FOR
COUGHLIN'S CROSSING

EXISTING CONDITIONS PLAN

Issue Dates:
XX/XX/XX: Issued For

Date: 12/17/2025
Scale: 1" = 150'

Drawn By:	Checked By:
CLE	XXX

Project Number:
25-0011-1408

Drawing Number:
1 / 1

DELAWARE DEVELOPMENT PLAN LTD
COUGHLIN'S CROSSING DEVELOPMENT
PLANNED MIXED USE DEVELOPMENT TEXT
DELAWARE, OHIO

Proposed Revisions October 6, 2022

1) DESCRIPTION OF DEVELOPMENT 3

2) GENERAL DEVELOPMENT STANDARDS & REGULATIONS FOR ALL SUB-AREAS 4

a) Purpose and Intent. 4

b) Conformance with Codified Ordinances and City Policy. 4

c) Limitations. 5

d) Major Modifications. 5

e) Minor Modifications. 5

f) Construction Schedules. 6

g) Perpetual Maintenance of Improvements. 6

h) Donation collection dumpsters, bins, or areas. 7

i) Tree Removal and Replacement. 7

j) Landscaping. 8

k) Pedestrian Connectivity. 10

l) Parking. 10

m) Lighting. 11

n) Entry Features and Signs. 12

o) Outdoor Patios. 14

p) Adult Entertainment Businesses 14

q) Wireless telecommunication facilities including installations known as small cell sites and Distributed Antenna Systems (DAS). 14

r) Utilities. 14

3) BUILDING DESIGN 15

a) Building Design. 15

b) Single-family attached or detached residential structures. 15

c) Commercial/Office and Commercial less than 80,000 square feet with or without First and Second Story Flats (residential apartments). 18

d) Commercial structures 80,000 square feet or greater. 20

4) SUB-AREAS 21

a) General. *21*
b) Sub-Area 1 (Stratford North) *22*
c) Sub-Area 2 (Stratford South) *22*
d) Sub-Area 3 (Northern Quad) *22*
e) Sub-Area 4 (Central Quad) *22*
f) Sub-Area 5 (Southern Gateway) *22*
g) Sub-Area 6 (US 23 Quad) *22*

5) SUB-AREA 1 – STRATFORD NORTH DEVELOPMENT STANDARDS 23

a) Uses. *23*
b) Specific Standards for Limited Uses. *24*
c) Mix of Dwelling Unit Types. *25*
d) Lot Standards. *25*
e) Building Setback Standards. *26*
f) Minimum Square Footage Requirements. *26*
g) Maximum Building Height *26*
h) Maintenance of Preserved Buildings. *26*
i) Parking. *27*
j) Landscaping and Screening. *27*

6) SUB-AREA 2 – STRATFORD SOUTH DEVELOPMENT STANDARDS 29

a) Uses. *29*
b) Specific Standards for Limited Uses. *31*
c) Density and Mix of Dwelling Unit Type *31*
d) Lot Standards. *32*
e) Building Setback Standards. *32*
f) Parking Setbacks. *33*
g) Minimum Square Footage Requirements *33*
h) Maximum Building Height *34*
i) Landscaping and Screening. *35*

7) SUB-AREA 3 – NORTHERN QUAD DEVELOPMENT STANDARDS 36

a) Uses *36*
b) Specific Standards for Limited Uses *38*
c) Lot Standards. *42*
d) Building Setback Standards *43*
e) Parking Setbacks *43*

f) Maximum Building Height 43
g) Landscaping and Screening 43

8) SUB-AREA 4 – CENTRAL QUAD DEVELOPMENT STANDARDS 44
a) Uses 44
b) Specific Standards for Limited Uses 46
c) Lot Standards 48
d) Building Setback Standards 49
e) Parking Setbacks 49
f) Maximum Building Height 49

9) SUB-AREA 5 – SOUTHERN GATEWAY DEVELOPMENT STANDARDS 50
a) Uses. 50
b) Specific Standards for Limited Uses 52
c) Lot Standards 54
d) Building Setback Standards 54
e) Parking Setbacks. 56
f) Maximum Building Height 56

10) SUB-AREA 6 – US 23 QUAD DEVELOPMENT STANDARDS 57
a) Uses. 57
b) Specific Standards for Limited Uses 59
c) Building Design – New Car Dealership. 62
d) Lot Standards 64
e) Building Setback Standards 64
f) Parking Setbacks 65
g) Maximum Building Height 65
h) Access. 65
i) Landscaping 65

1) DESCRIPTION OF DEVELOPMENT

a) Delaware Development Plan LTD is proposing a mixed use development (the "Development") of approximately 80 acres zoned A-1 (Agricultural District) and A-1 PMU (Agricultural with a Planned Mixed Overlay District) in the City and located north of the proposed Meeker Way, east of US 23, west of Stratford Road, and south of the Elliott Estates subdivision.

2) GENERAL DEVELOPMENT STANDARDS & REGULATIONS FOR ALL SUB-AREAS

a) Purpose and Intent. It is the intent of this development to provide a mixed use development with common architectural design, streetscape, signage, lighting, and pedestrian amenities to be compatible throughout the entire development and covered by a common set of declarations. Prototypical design or design that is not consistent with this purpose and intent will not be accepted. This Development Text represents the zoning requirements for this area unless otherwise noted

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.

i) **Zoning of Annexed Land.** If the property shown on the Preliminary Development Plan that lies outside of the current City of Delaware boundaries is successfully annexed, it shall become subject to this development text and the overall Development Plan for such. Within 90 days of annexation or concurrent with the final annexation of such land, the then current owner may request in writing that the properties shall be zoned in accordance with this Text as approved by the City of Delaware and that the area (s) shall become part of the applicable Sub Area as shown on the approved Preliminary Development Plan. If this request is received by the City, the subject lands shall become part of the overall Development as shown and subject to this Text and all applicable Development Plans and regulations. It is the express intention of the City and applicant that these lands shall become part of the overall development and subject to this text and applicable Development Plans. If no such request is made within 90 days following the annexation, the land shall be zoned A-1 Agricultural under the then current Zoning Code of the City of Delaware and any subsequent request for zoning change shall be made under the processes required by the then current Zoning Code for amendments. If no such request is timely made, provisions contained herein related to pedestrian connections, landscaping, and buffering shall be required regardless of zoning district or uses.

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 and Community Development, that results in:

i) Any major increase in the number of or change in the type and/or mix of dwelling units or any major increase in the non-residential building area.

ii) Major change in the approved location of land uses or land use sub-areas.

iii) Substantial alteration of the basic geometry, including right-of-way width, and/or operation characteristics of any element of the approved public and private street pattern, access points, parking facilities, service access, trash storage facilities, and system of pedestrian paths that results 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 and Community Development, that results in:

i) Any modification that is not considered a major modification by this Zoning Text or by determination of the Director of Planning and Community Development.

ii) Any minor increase in the number of or change in the type and/or mix of dwelling units less than 10% in the total number of dwelling units or any increase less than 15% in the non-residential building areas.

iii) Minor change in the approved location of land uses or land use sub-areas.

iv) Minor alteration of the basic geometry, including right-of-way width, and/or operation characteristics of any element of the approved public and private street pattern, access points, parking facilities, service access, trash storage facilities, and system of pedestrian paths that results in a change in operating characteristics or character.

v) Minor structural alterations that do not alter the overall design intent of the building.

f) Construction Schedules. Wherever reasonably possible, areas of the development to be utilized as buffers for existing residential areas shall be developed and constructed prior to or concurrent with commencement of construction of commercial portions of the Development.

i) The trees along the north edge of Sub-Area 1 and Sub-Area 6 shall be preserved during the development of Sub-Area 1 and Sub-Area 6 to provide for the required buffer for properties in the Elliott Estates subdivision.

ii) The regional bike path is to be constructed as part of the first phase of development.

iii) Prior to or concurrent with the first Final Development Plan, the developer shall submit for review and approval a Final Subdivision Plat for the entire Development area. After a Final Plat is approved and recorded, administrative staff level minor lot splits and lot line adjustments may be allowed thereafter so long as the request is consistent with this Text and the applicable then current Zoning Code regulations. These will be processed pursuant to the Minor Modification provisions of this Text.

g) Perpetual Maintenance of Improvements. Any and all improvements including but not limited to buildings, structures, preserves, landscaping, signage, and pavement approved and constructed upon the Development area is required to be maintained to the level at which it was at installation. The City shall enforce this and shall ensure conformance with all regulations of the City and the then landowners are compelled to comply with any written order of the City in regard to maintenance of improvements.

h) Donation collection dumpsters, bins, or areas. Donation boxes, dumpsters, bins, or areas are not permitted on the Development site to be located outside a completely enclosed primary building.

i) Tree Removal and Replacement. A tree survey has been provided that documents the total number, type, size, and health of trees to be preserved and replaced according to the survey of open land, preserves and sample areas and verified by the City of Delaware. Tree removal and replacement shall meet all requirements of Chapter 1168 and with the following replacement schedule and fee/replanting requirements:

i) Trees in poor condition shall not be replaced.

ii) Trees in fair condition shall be replaced at 50%.

iii) Trees in good condition shall be replaced at 100%

iv) Ash trees shall not be replaced and must be removed from the site.

v) For any permanently preserved tree areas replacement credit shall be granted based on the submitted and verified survey and the schedule above.

vi) Tree Replacement Fee / Replanting – Based upon the submitted and verified survey, the net difference in caliper inches between trees removed and trees permanently preserved in the verified tree survey is 4,072 and the following replacement and/or payment schedule shall apply:

(1) The 4,072 caliper inch deficiency requires a $407,200 payment in lieu of replacement ($100 per caliper inch) or replanting on site above that which is required on any Final Development Plan individually or in total.

(2) To satisfy this deficiency and facilitate administration of these provisions, the applicant shall pay $100,000 up front with the first approved final development plan and infrastructure improvements.

(3) The balance of $307,200 (or 3,072 caliper inches of qualifying replacement trees) shall be paid on a per acre basis as the site developments. The preliminary development plan identifies 67.95 net developable acres which would require $4,521 per acre ($307,200/$67.95) to be paid as development occurs and as given in the process requirements of this section.

(4) The process shall be that when each final development plan is approved a fee of $4,521 per acre of the subject Final Development Plan would be required prior to construction drawing approval of the subject Final Development Plan.

(5) All the trees planted as required landscaping (street trees, perimeter landscaping, etc.) would not count towards the aforementioned tree replacement balance and as any are required on approved Final Development Plans.

(6) Any trees planted in excess of any required landscaping would count toward the tree replacement balance per City approval. A running balance shall be kept by the City in both dollars and caliper inches of required replacement for this purpose. When the balance equals zero the tree replacement shall be satisfied so long as the removal of trees is the same as that submitted with the initial verified survey. In the event that additional trees are removed as may be approved with future phases, the fee or replanting caliper inches shall be increased accordingly per the same method as is given in this section.

j) Landscaping.

i) Green space / open space shall encompass 25% of the overall Development at minimum. The percentage of green space in each individual Sub-Area may vary.

ii) View corridors shown on the Preliminary Development Plan and submitted materials and renderings are required elements and may not be altered.

iii) All street tree plantings and any trees shown and approved on a Final Development Plan are considered required trees and shall meet the requirements and approval process of the Zoning Code unless modified in this text and shall be approved by the Shade Tree Commission.

iv) Street trees placed every 40 feet on center shall be provided along all public streets (including US 23) and private access drives and, wherever such drives are adjacent to parking spaces, landscaping in conformance with Section 1166.09(b) shall be provided. Street trees or ornamental trees as approved by the City shall also be provided in any median and placed every 40 feet on center or as otherwise approved with a Final Development Plan.

v) Along the US 23 frontage Gateway and Corridor plan elements shall be required including but not limited to stone piers spaced at regular intervals, street trees, and

low (2-3 feet) undulating earthen mounding where it does not interfere with drainage courses and easements. Required front yard trees (not street tree) may be clustered so as to provide for visibility to building fronts while still ensuring their inclusion on the site.

vi) Street trees shall be a minimum of 1.75 caliper inches as measured at breast height at the time of installation.

vii) All ponds must include fountains and/or bubblers and/or aerators to prevent stagnant water.

viii) Parking lots will be landscaped in a manner that minimizes the direct views of expanses of parking spaces and encourages safe vehicular movement, at a minimum, as depicted on the Preliminary Development Plan. Each landscaped island within the parking lot shall be planted with two trees. The initial applicant submission shows 1 tree each and shall be corrected to reflect the requirements of this section.

ix) Shrubs shall be provided at edges of parking lots and along roads in conformance with Section 1166.

x) Wherever possible along building frontages with a pedestrian walkway, a mix of year-round and seasonal foundation plantings shall be provided in addition to tree wells or planters of other similar plantings included in the pedestrian walkway.

xi) Ground mounted equipment shall be screened from view using plant materials, opaque decorative fencing, or mounding providing 100% year round opacity.

xii) Open spaces shall be landscaped and designed in a manner consistent with the overall Development and the Preliminary Development Plan. Landscaping and design plans for all open spaces shall be submitted and approved with the Final Development Plan and include, at a minimum, the following:

(1) Sidewalks or multi-use paths shall be provided throughout the open space to link the amenities of the open space to the adjacent public sidewalk and provide active recreation throughout.

(2) Crosswalks leading to open spaces and public or private parkland shall be defined with special paving or alternative pavement coloring acceptable to the City Engineer as approved on the Final Development Plan(s).

(3) Amenities such as benches, gazebos, or other such features are encouraged in the open spaces.

(4) Unless otherwise noted herein, all open spaces shall be constructed with the public infrastructure with the respective phase in which the open space is located. Landscaping shall be installed at the first time of year in which it is appropriate to install such plant material.

(5) Open spaces, green spaces, and preserves shown on the Preliminary Development Plan are required elements and may not be altered.

k) **Pedestrian Connectivity.** Pedestrian connectivity shall be provided throughout the Sub-Areas with stub connections to other Sub-Areas and future development and shall be constructed to the property lines as approved. Concrete sidewalks 5 feet in width and achieving compliance with minimum engineering requirements shall be provided on one side of all public streets and multi-use paths shall be provided as shown on the Preliminary Development Plan together with the pedestrian plan exhibit to be submitted by the applicant for staff approval prior to the first Final Development Plan submission.

i) The developer shall make a payment in lieu of installation of a sidewalk along the length of the US 23 frontage. The linear footage shall be determined upon approval of the Preliminary Development Plan. The Developer shall submit a cost per foot of this sidewalk for review and approval by the City. The City reserves the right to modify this cost based upon its review. Once established, the cost per foot of a standard sidewalk along this frontage, shall be submitted via check in lieu of installation concurrent with the first development in each Sub-Area adjacent to US 23 or may be submitted as one lump sum concurrent with the first construction. The only exception to this is that the payment shall be made with the first construction of any structures located within any Sub-Area adjacent to US 23 for the planned open space/detention/retention/preserve area shown on the Preliminary Development Plan in Sub-Area 5.

l) **Parking.** The amount of parking provided shall not be more than that shown on the Preliminary Development Plan and shall meet the minimum parking requirements of the

current Zoning Code. However, because the Planning Commission encourages the reduction of the required amount of parking by up to 30% and encourages shared parking opportunities where the locations and uses are compatible and make sense in order to minimize the overall amount of parking on-site, the parking requirements of the Development may be reduced with approval of the Planning Commission with approval of a Final Development Plan. Where necessary for connectivity and access management throughout the Development and to adjacent properties, cross access easements shall be provided and recorded. No overnight parking (12:00am to 7:00am), except employees and trucks docked in the loading facility, which shall not have their engines or cooling units running, shall be allowed. This overnight prohibition includes, but is not limited to, RVs and trucks. Overnight parking is defined as any qualifying vehicle parked on-site longer than 4 hours. The Development shall include signs indicating no overnight parking is permitted.

m) **Lighting.** Building, site, and accent lighting shall be provided in accordance with the current Zoning Code and this text. All lighting fixtures, except those located in loading or service areas and not visible by the general public, shall be decorative fixtures that are appropriate and consistent with the overall design of the Development. Standard shoe-box type fixtures and standard wall packs may only be used in loading or service areas that are not visible by the general public. No lighting fixture shall be mounted higher than 28 feet in height. All ground mounted accent lighting shall be hidden in landscaping and directed in a manner that does not affect visibility or significantly add to overall skyglow. All non-security site and building lighting will be turned off one hour following close of business in accordance with tenant's operational requirements. Any use with a 24 hour operation shall provide a night lighting plan that minimizes site and building lighting during non-peak nighttime hours. This night lighting plan shall be reviewed and approved by the City. The City may revise or modify this plan through time as needed to achieve the overall goal of night time light reduction while providing for adequate security lighting. The then property owner is responsible for complying with the plan and any modifications as directed by the city. Exterior lighting will include a mix of amber and white lighting colors similar to the existing Turkey Hill store to the south.

n) **Entry Features and Signs.** A comprehensive sign plan shall be provided and approved in conformance with Section 1165.16(c), this text, and the Final Development Plan. A Comprehensive Sign Plan has been submitted for review and approval with this text dated September 28, 2016. If approved, it may be updated or modified from time to time consistent with this text and all applicable zoning code provisions. All signs in the Sub-Area shall be in conformance with the approved comprehensive sign plan. The comprehensive sign plan shall meet the following requirements. Unless noted below, all signs shall meet the current Zoning Code.

i) **All Signs.** All signs shall be designed and located in a manner that is appropriate and consistent with the overall design of the Sub-Area and the Gateways and Corridors Plan. Unless noted otherwise, externally illuminated and reverse channel letter signs are preferred. For the purposes of this text, a reverse channel letter sign is generally a type of sign that utilizes an opaque aluminum letter which is stud mounted away from the wall or mounting surface. Rear illumination creates a soft glow or halo behind the letter. Changeable copy and changeable face signs are prohibited except for gas pricing signs as approved with the Final Development Plan. Businesses located within a business shall not be permitted any free-standing signs and shall be limited to one non-illuminated wall sign not exceeding 2 square feet in area located in a sign band. No building shall have more than 2 such signs.

Any and all signs shall not be allowed to fall into disrepair as determined by the city. If signs are found to be in disrepair and the City orders them removed, modified, or improved, the then current owner of the property and/or business is required to comply with any such order within 30 days.

ii) **Freestanding Signs.** Except for development identification and directional signs, freestanding signs are prohibited. Development identification signs shall be of the highest quality and design and serve as part of overall entry features to the Development. Development identification signs may only be provided at areas depicted on the comprehensive sign plan. No more than 2 primary Development Identification Signs shall be allowed. Primary Development identification signs shall not exceed 20 ft. in height and must be located adjacent to US 23. Any single

development identification sign may be permitted to include up to 5 accessory tenant panel signs as approved on the comprehensive sign plan. Additionally, two secondary development signs may be permitted not to exceed 9 ft. in height (including a stone base) and may include 3 tenant panels each. One secondary development sign may be located along Meeker Way and one along US23 as generally depicted on the Comprehensive Sign Plan and both are to be in conformance with the Gateway and Corridor Plan. Two tertiary development signs may be allowed along Stratford Rd. These signs shall not exceed 5 ft. in height and shall contain the name of the overall development only and shall not include any tenant panels. These signs shall be design on a monument stone base and shall include halo glow lettering only. On site directional and wayfinding signs are permitted as approved with any Comprehensive sign plan.

iii) **Building Signs.** As a result of the limitations placed on free-standing signs, flexibility shall be allowed for wall sign area. Wall signs shall be integrated into the overall design of the building to which the sign is attached in an area established as part of the building design approval for the purpose of mounting a wall sign (a sign band area). Only one wall sign is permitted per primary tenant per frontage of a public or private street except that there shall be no more than 2 such signs per primary tenant per building. In addition, one ancillary or directional sign no larger than 2 sq. ft. in area may be granted administratively. Except along US 23 and Meeker Way, no primary signs shall be permitted facing a residential district or use. Reverse channel letters signs, as previously defined, and gooseneck down lighting are required

iv) **Other Signs.** A temporary marketing/for sale or lease sign plan shall be provided as part of the comprehensive sign plan for the development. All other signs shall meet the current Zoning Code. Temporary grand opening signage is allowed for up to 30 days (initial opening of the business) and shall not include streamers, balloons, spinners, other air activated devices, billboards, search lights, flag (or blade flag) signs, flutter flag, or other temporary or permanent signs or attraction devices shall be permitted.

v) **Prohibited signs.** Streamers, balloons (inflatable or hard plastic), spinners, any air activated devices, billboards, search lights, flag (or blade flag) signs, flutter flag,

other devices prohibited within the Zoning Code of the City of Delaware, card board signs, sandwich board type signs, or other signs or attraction devices shall be prohibited.

vi) **Existing Billboards:** All existing billboards shall be removed with development of the site.

o) Outdoor Patios. Where permitted and not in conflict with this text, commercial outdoor patio hours of operation shall not begin before 9am or extend past 11pm. Outdoor music, amplified sound or sound systems, or outdoor entertainment shall be allowed only during the hours of operation and only where specifically permitted or not prohibited within each Sub-Area as noted in this Text. Trash receptacles, regular maintenance, fencing and lighting shall be provided. All commercial outdoor patio areas shall be shown in detail at the time a Final Development Plan is brought forward for any particular use. All commercial outdoor patio areas shall be oriented away from existing residential property located outside the Development area and shall be completely screened from adjacent residential property. No signs shall be permitted in conjunction with any outdoor dining area, such as, but not limited to, banners, umbrella signs, pennants, and flags.

p) Adult Entertainment Businesses (also known as sexually oriented businesses) are expressly prohibited from locating anywhere on the proposed Development site.

q) Wireless telecommunication facilities including installations known as small cell sites and Distributed Antenna Systems (DAS). Towers are expressly prohibited from the entire Development area. 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.

r) Utilities. All public utilities shall be placed underground with the exception of street and parking lot lights as approved on any Final Development Plan. All other utilities shall be completely screened or camouflaged.

3) BUILDING DESIGN

a) Building Design. All buildings shall meet the design requirements of Chapter 1143 and 1171 as applicable unless modified by this Text. The entire development (all Sub-Areas) shall respect and be compatible with the architecture and history of the Stratford area. The architecture shall include Pennsylvania Dutch components and generally be recognizable as in the Pennsylvania Dutch style such as stone end walls, vertical clapboard, board and batten, and cement board siding, and pitched standing seam metal roofs. The architecture shall be compatible and consistent with the historic Meeker homestead and historic Meeker barn to the south of the site currently owned by the Delaware County Historical Society as well as the Stratford homes to the east. To create a cohesive and unified design throughout the entire development, all buildings shall be consistent in overall design, color, materials, and architectural pattern, and shall include similar and/or repeating patterns of design elements such as cupolas, wind vanes, dormers, detailed and well defined cornices on flat roof structures, columns, awnings, or other elements as determined through the Final Development Plan review process.

i) All buildings shall be consistent with the style, materials (including brick, stone, and cement fiber siding), rhythm, glazing, spacing, roof lines and pitches, as depicted upon the submitted architectural renderings and this Text.

ii) Each building shall include a minimum of 30% brick, stone, or cultured stone upon publicly viewable portions thereof.

iii) Vinyl, stucco, EIFS, and similar materials shall only be used as an accent material.

iv) A color pallet for buildings including roofs shall be submitted with the first Final Development Plan for a building use type (i.e. commercial or residential) for review and approval through the Final Development Plan process.

b) Single-family attached or detached residential structures. To create a cohesive and unified design throughout the entire development yet provide a diversity of housing types, all residential buildings shall be consistent in overall design, color, material, and architectural pattern and include similar and/or repeating patterns of design elements such as architectural styles, roof and building massing, window proportion, or other elements

as determined through the Final Development Plan review process. All elevations (all sides) shall be reviewed and approved by the Planning Commission and City Council as part of the Final Development Plan.

i) The architectural design/patterns of single-family dwellings, both attached and detached, shall be similar and may be repeated from one building to the next to unify the project into a single architectural style. Similarities shall include window styles and patterns, roof pitches, use and mix of exterior materials, and building massing.

ii) All homes shall provide an identifiable entry with entry coverings and stoops being a minimum of 3 feet deep or the minimum necessary for building code regulations, whichever is greater. Any porch shall be a minimum depth of 6 feet.

iii) Porch railings and column details are encouraged to vary from home to home. Porch columns shall have a minimum 6 x 6 inch cross section or diameter and shall not consist of visible metal or wrought iron posts.

iv) Exterior materials color palette shall consist of natural colors including white. Additional colors may be used as accents but may not be high-gloss colors.

v) Exterior materials shall include cement fiber board, brick, stone, wood, or similarly approved products on all elevations.

vi) EIFS and Stucco or similar products are prohibited as exterior materials, except as accents.

vii) All front elevations shall include a variety of styles, colors, and/or materials types of materials to provide variety throughout the community.

viii) Treated lumber shall be painted or stained.

ix) All exposed foundation walls shall be faced with brick or stone.

x) All single-family dwellings, both attached and detached, shall be permitted to utilize vinyl trim on all elevations. Vinyl shall not be used as a primary siding material for any structure.

xi) Trim board around all corners, windows, and doors shall be a minimum of 4 inches all around. If a shutter or shutters are used no trim is required adjacent to the window.

xii) Frieze trim a minimum of 4 inches wide shall be required under all overhangs and gables.

xiii) Standing seam metal roofs are allowed in natural colors. White and bare metal (silver) are not permitted colors. Any asphalt shingles shall be dimensional.

xiv) The principal roof structure shall have an eave overhang of not less than 12 inches with return.

xv) Primary roofs shall have a minimum pitch of 6:12. Porches shall have a minimum roof pitch of 3:12.

xvi) Lintels and sills in masonry walls shall be brick soldier course, limestone, sandstone, or a manufactured stone product.

xvii) Windows shall be of vertical or square proportion. Accent windows may be circular, half-round, or octagonal and are limited to one per elevation unless used in a pair. Rear and side elevations shall have a minimum of two windows.

xviii) Where wood burning fireplaces are utilized the chimney shall be faced with natural materials. All direct vent fireplaces shall be located in a side or rear yard and screened from view when visible from a public street.

xix) All single-family dwelling units, both detached and attached, shall have a two-car garage at minimum. All garages shall be attached. Front elevations shall be designed to de-emphasize the visual impact of the garage. Single-car garage doors or the appearance (through the use of trim kits or overall design) of single car garage doors are encouraged to lessen or de-emphasize the visual impact of the garage facing a public street. All garage doors facing a public street shall be architecturally upgraded to include design elements consistent with the design of the home and development including matching the door color to the predominant color of the main structure. Garages of front loaded attached single-family dwelling units shall not extend closer to the street than the primary wall facing the street.

xx) Side elevations of any corner lot shall include multiple windows and design elements that provide visual interest to the secondary street which it faces.

xxi) Any elevation facing Stratford Road or Meeker Way shall be designed in a manner giving the appearance of a second front elevation with the other front elevation being towards the street from which the dwelling is accessed.

c) **Commercial/Office and Commercial less than 80,000 square feet with or without First and Second Story Flats (residential apartments).** All such buildings shall be designed to be compatible with each other and with residential buildings in the Development.

i) Large commercial buildings shall incorporate elements and forms that reduce large masses into an assemblage of definable parts.

ii) Buildings shall be oriented to a street whenever possible.

iii) Exterior materials color palette shall consist of natural colors including white. Additional colors may be used as accents but may not be high-gloss colors.

iv) Exterior materials shall include cement fiber board, brick, stone, cultured stone, wood, or similarly approved products on all elevations visible to the general public.

v) Aluminum and/or vinyl shall be allowed for trim details only such as soffits, gutters, shutters, etc., but shall not be used as siding products.

vi) Painted standard concrete block (CMU), tilt-up concrete panels, or pre-fabricated steel panels are prohibited as exterior building materials with the following exception. Split-face concrete block, tilt-up concrete wall panels, or pre-cast concrete wall panels may be used on elevations not visible to the general public, but such materials shall have an exposed surface that is textured, patterned, pigmented, and/or detailed to be complimentary to the building design. It is not anticipated that there will be many or any such areas that are not visible to the public and generally four sided architecture and materials are required. Quick-brik or similar structural brick masonry units are preferred in areas of the building not visible to the public.

vii) Unless otherwise approved in the Final Development Plan, buildings shall generally have a similar degree of exterior finishes on all sides and shall be articulated with recesses, pilasters, fenestration, and/or material changes. Compositions of similar building materials shall be used on all building elevations visible to public view and consistent with the Preliminary Architectural renderings made part of this Text and Preliminary Plan.

viii) EIFS, Stucco, or similar products are prohibited as an exterior material, except as accents.

ix) Treated lumber shall be painted or stained

x) All exposed foundation walls shall be faced with brick or stone.

xi) Trim board around all corners, windows, and doors shall be a minimum of 4 inches all around except where shutters directly abut windows.

xii) Frieze trim a minimum of 4 inches wide shall be required under all overhangs and gables.

xiii) Standing seam metal roofs are allowed in natural colors. Any asphalt shingles shall be dimensional.

xiv) The principal roof structure shall have an eave overhang of not less than 12 inches with return.

xv) Primary Roofs shall have a minimum pitch of 6:12

xvi) Lintels and sills in masonry walls shall be brick soldier course, limestone, sandstone, or a manufactured stone product.

xvii) Windows shall be of vertical or square proportion. Accent windows may be circular, half-round, or octagonal and are limited to one per elevation unless used in a pair. Rear and side elevations shall have a minimum of two windows. Glazing (windows) shall comprise most of the ground floor elevation and shall be utilized on all elevations and all stories with the exception of limited areas devoted only to service areas.

xviii) Any elevation facing Stratford Road or Meeker Way shall be designed in a manner giving the appearance of a second front elevation with the other front elevation being towards the street from which the building is accessed. Generally, similar architecture and materials are required for all sides and all elevations of buildings to present a unified and high quality design across the entire Development site.

xix) Accessory structures such as enclosures for dumpsters, refrigeration and freezing units, and other similar structures shall consist of brick and stone or similar approved products as the exterior material. Any such accessory structure shall be designed to be consistent and cohesive with the principal building it serves. Doors shall be included with dumpster corrals and areas and shall be metal or wood painted or stained to match the primary building materials.

xx) Rooftop Mechanical Equipment shall be completely screened from public view from all sides of the building through the use of parapets, equipment screens, or other screening measures as deemed appropriate.

d) Commercial structures 80,000 square feet or greater. Any building 80,000 square feet or greater in gross floor area shall meet the following design requirements of Chapter 1143 as well as the requirements of Chapter 1148, unless modified by this Text, which are related to uses commonly referred to as Big Box uses (in Chapter 1143 these are contained in provisions related to uses over 100,000 sq ft. and applied herein to uses greater than 80,000 sq. ft.).

i) When the wall of a building faces a public right-of-way, or the main parking area, or is within 45 degrees of facing a public right-of-way, a minimum of forty percent (40%) of such wall area, on the ground floor, shall have the appearance of display-type windows. The bottom edge of such windows shall not be higher than three (3) feet above grade. All such windows may be opaque.

ii) Walls shall have no more than twenty (20) feet of continuous wall length devoid of windows, on any ground floor, unless the wall includes architectural features such as piers, columns, defined bays or an undulation of the building, so that a pedestrian scale, rhythm, and visual interest is created.

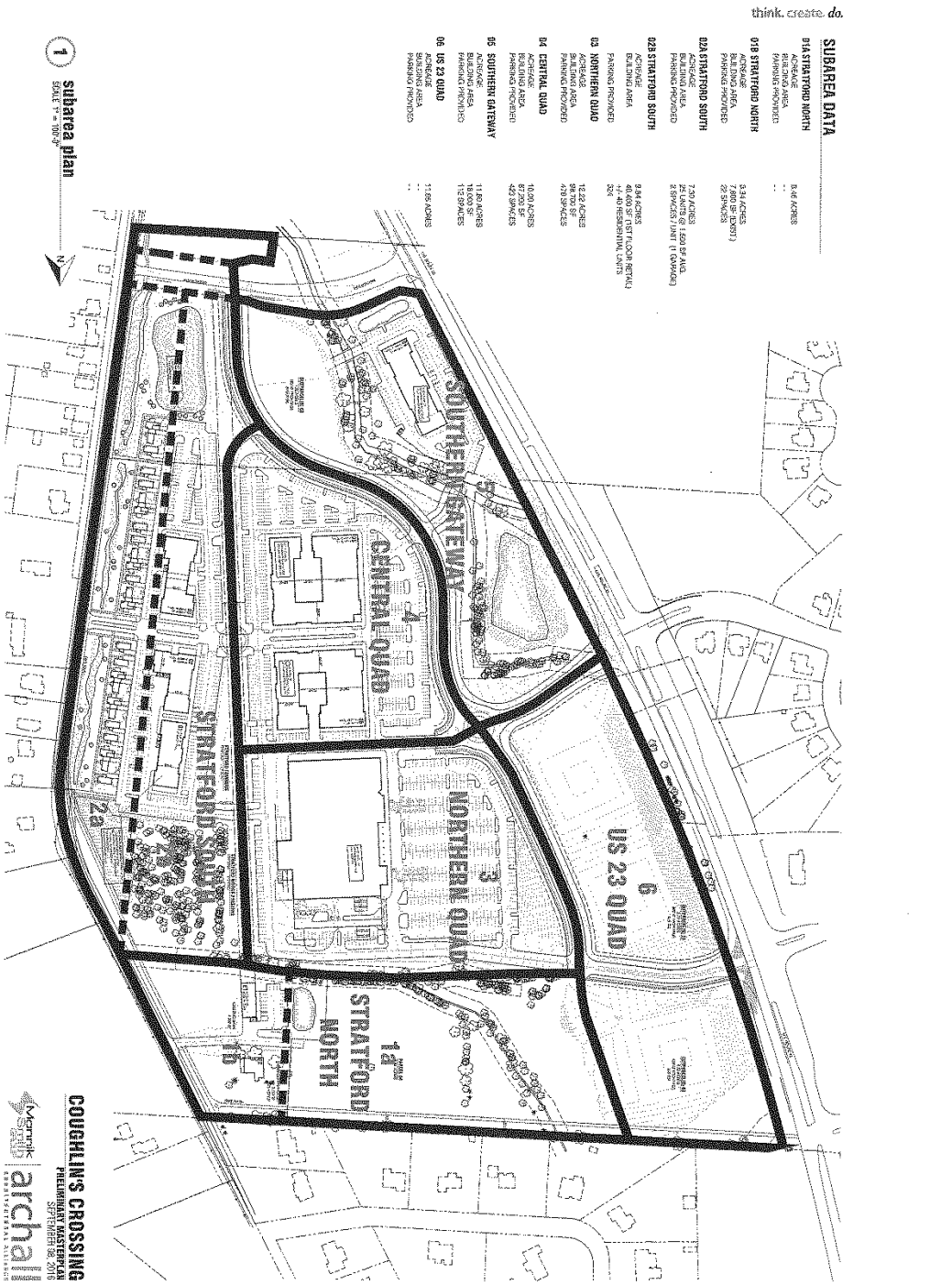
iii) Walls that meet the following criteria shall be exempt from the requirements of (i) and (ii) above:

(1) Two walls, other than front walls, of adjacent business uses face one another and are separated by not more than 40 feet, or, two walls face one another, are separated by not more than 40 feet and the space between the two walls is used for servicing the buildings.

(2) The wall faces an area devoted solely to loading and delivery and the wall is screened from view from all public rights-of-way, parking areas, and abutting residential areas.

4) SUB-AREAS

a) General. The project is separated into six main Sub-Areas to represent the distinct areas of development.



b) **Sub-Area 1 (Stratford North)** is the northern portion of the property and the location of the historic Janes Home and Barn. This Sub-Area is bounded by the Elliott Estates subdivision to the north, Stratford Road to the east, and a currently unnamed stream to the south and west. This Sub-Area is further divided into two smaller areas, one encompassing the existing Janes Home and Barn (Sub-Area 1b) and the other representing the western half of the Sub-Area (Sub-Area 1a).

c) **Sub-Area 2 (Stratford South)** is located along the eastern portion of the property and is bounded by a currently unnamed stream to the north, Stratford Road to the east, the proposed Meeker Way to the south, and the proposed primary spine road and Central and Northern Quads to the west.

d) **Sub-Area 3 (Northern Quad)** is located in the center of the property and is bounded by a currently unnamed stream to the north, Stratford South to the east, Central Quad to the south, and the proposed primary spine road to the west.

e) **Sub-Area 4 (Central Quad)** is located in the southern half of the property and is bounded by Northern Quad to the north, Stratford South to the east, and the proposed primary spine road to the south and west.

f) **Sub-Area 5 (Southern Gateway)** is located at the southwestern corner of the property and is bounded by US 23 Quad to the north, the proposed primary spine road to the east, the proposed Meeker Way to the south, and US 23 to the west.

g) **Sub-Area 6 (US 23 Quad)** is located in the northwestern corner of the property and is bounded by the Chesrown Chevrolet property and the Elliott Estates subdivision to the north, a currently unnamed stream and Northern Quad to the east, Southern Gateway to the south, and US 23 to the west.

5) SUB-AREA 1 – STRATFORD NORTH DEVELOPMENT STANDARDS



a) Uses. The following uses shall be considered permitted, conditionally permitted, or limited uses in Sub-Area 1 as represented in the chart below by P, C, or L, respectively, and as defined within 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.

i) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.

ii) **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.

iii) **Accessory Uses.** Although not specified in the chart below, accessory uses, which are considered permitted uses, include those items that are accessory and necessary to the principal use of the land. Such items include but are not limited to fences, trash receptacles and enclosures, patios, decks, swimming pools, private garages, and off-street parking areas.

Land Use Category	Sub-Area 1a Uses
1) Residential	
a) Single-family detached dwelling	P
b) Single-family attached dwellings (2 or less)	P
c) Bed and Breakfast	C
d) Minor home occupation	P
2) Community Facilities	
a) Assisted living or Nursing home	C
3) Recreation/Open Space	
a) Public Parks and Playgrounds	P

Land Use Category	Sub-Area 1b Uses
4) Janes Home and Janes Barn	
a) Event center	C
b) Restaurant	C
c) Art Gallery	P
d) Museum	P
e) School	P
f) Trade School	P
g) Office	P
h) Medical Office	P
i) Outdoor Patio	L

b) Specific Standards for Limited Uses. Any use listed as a limited use shall meet all requirements of the Zoning Code unless otherwise exempted or modified in this Section, which shall take precedence in all cases as determined through the Final Development Plan approval process. If any of the requirements set forth in this text or the then current

Zoning Code are not met, the use shall be considered a Conditional Use and a Conditional Use Permit must be approved as set forth in the Zoning Code.

i) **Outdoor Patios –** Sub-Area 1a shall not be permitted any outdoor commercial patios. Sub-Area 1b shall be permitted to have one accessory outdoor patio with the restrictions set forth elsewhere within Section 2 of this Text and further that the patio shall not be allowed to have any outdoor sound systems (amplified or acoustic) or outdoor entertainment.

c) Mix of Dwelling Unit Types. The overall Sub-Area 1a density and mix of dwelling unit types shall not exceed the lesser of six dwelling units per acre or 40 dwelling units in total, except for assisted living facilities. Assisted living facilities located on Sub-Area 1 shall be counted not in density for dwelling units but rather shall be counted by the number of beds in each facility and shall not exceed the lower of 15 per acre or 100 beds in total.



d) Lot Standards. Sub-Area 1a shall be a single lot unless fee simple detached condominium homes are platted or as otherwise modified with approval of a Final Development Plan which shall include minimum lot sizes.

e) **Building Setback Standards.** The following standards shall apply for minimum principal building setbacks, which are to be measured from the perimeter of the Sub-Area to create a perimeter setback based on the type of dwelling unit.

Minimum Building Setbacks	**Sub-Area 1**
North setback with buffer	40’
South setback	35’
West setback	35’
East setback	As described on the Preliminary Development Plan (the existing setbacks of the Janes Barn and Home from Stratford Rd) or any subsequent Final Development Plan

f) **Minimum Square Footage Requirements.** Each dwelling unit shall provide for 1,500 square feet minimum floor area for each two bedroom dwelling unit, exclusive of basements (unless walk-out units), unfinished attic spaces, garages, and any attached or detached accessory buildings. Each additional bedroom shall increase floor area requirements by 200 square feet.

g) **Maximum Building Height.** The maximum height of any residential building or structure shall be 35 feet as measured from the average elevation of the finished grade at the front of the building to the highest point of the roof. The maximum height of any assisted living building or structure shall be 45 feet as measured from the average elevation of the finished grade at the front of the building to the highest point of the roof.

h) **Maintenance of Preserved Buildings.** The Janes Home and Janes Barn (shown in Sub-Area 1b) shall, in the absence of tenants, be maintained so as to retain the existing structural integrity and exterior aesthetic appeal of both buildings. When and if a tenant or tenants for the structures are proposed, a future applicant may also propose adaptive reuse of the structures including minor modifications to facilitate redevelopment, rehabilitation, and tenancy of the structures. Changes to or removal of the structures shall

require review and approval through the Final Development Plan review process (including a formal public hearing) and any such proposal shall be sensitive to the unique historical, cultural, and design elements of the structures. Care shall be used in preserving the unique architectural and detailed design elements of each structure while allowing for adequate adaptive reuse opportunities to promote long term tenancy (and therefore long term maintenance) of the structures. Demolition of either structure in its entirety is not permitted unless a Final Development Plan that permits such demolition is approved. Historic reuse, adjacency of neighbors, open space provision, buffering to adjacent properties, character of the area, and overall architecture and design shall be some, but may not be all, of the decision criteria upon which to base a decision of potential demolition.

i) Parking. Parking lots for Sub-Area 1b shall be located west of the existing Janes Barn and Janes Home and shall extend no further north than the existing north wall of the Janes Home. The amount of parking provided shall not be more than that shown on the Preliminary Development Plan. Parking shall conform to all requirements set forth elsewhere within Section 2 of this Text

j) Landscaping and Screening. All landscaping shall meet the requirements of the then current Zoning Code and the Gateways and Corridors Plan unless modified herein.

i) A landscaped buffer shall be provided on the northern boundary to buffer existing homes in the Elliott Estates subdivision to the north. Existing trees on the northern property line shall be preserved. The buffer shall be a minimum of 40 feet wide and shall run (east to west) the length of the Sub-Area. This area shall include additional required plantings at a minimum including a staggered course (soldier course) of evergreen trees, 6 feet tall at planting. Additionally, there shall be mounding of at least 6 feet which may undulate (vary) slightly and which shall account for all required water runoff courses to ensure proper drainage. These elements shall be as shown on the Preliminary Development Plan and Preliminary Landscape Plan. This shall be constructed prior to or concurrent with the first construction anywhere on the Development.

ii) A typical landscaping plan for each unit type shall be submitted and approved with the appropriate Final Development Plan. This typical landscaping shall set forth the minimum amount of required landscaping for each unit type at the time of building of each structure prior to the issuance of a Certificate of Occupancy.

iii) All areas east of the Janes Home and Barn shall remain open green space, except for the access drive from Stratford Road, unless otherwise approved by the Planning Commission and City Council through a future Final Development Plan review process.

6) SUB-AREA 2 – STRATFORD SOUTH DEVELOPMENT STANDARDS



a) Uses. The following uses shall be considered permitted, conditionally permitted, or limited uses in Sub-Area 2 as represented in the chart below by P, C, or L, respectively, and as defined within 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.

i) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.

ii) **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.

iii) **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.

iv) **Accessory Uses.** Although not specified in the chart below, accessory uses, which are considered permitted uses, include those items that are accessory and necessary to the principal use of the land. Such items include but are not limited to fences, trash receptacles and enclosures, patios, decks, swimming pools, private garages, and off-street parking areas.

Land Use Category	Sub-Area 2 Uses as noted
1) Residential	
a) Single-family detached dwelling	P
b) Single-family attached dwelling (2 or less)	P
c) First story flats / apartments	P
d) Second story flats / apartments	P
e) Minor home occupation	P
f) Multi-family dwellings (not to exceed 178 units)	P
g) Only residential uses shall front Stratford Road - no commercial and/or offices uses shall front Stratford Road	P
2) Community Facilities	
a) Public cultural institution, art gallery	P
3) Recreation/Open Space	
a) Public Parks and Playgrounds	P
b) Noncommercial recreation facility (including homeowner association controlled facilities)	P
4) Office and Professional Services	
a) Offices – administrative, business, and professional	P
b) Financial institutions, banks (no drive-throughs)	P
c) Medical and dental offices, health and allied services	P
5) Retail and Services	
a) Retail and service establishments in completely enclosed buildings	P
b) Restaurants – Table service	P
c) Restaurants – Counter service (no drive-throughs)	P
d) Veterinary office (without kennel or outdoor runs)	L
6) Accessory Uses	

Land Use Category	Sub-Area 2 Uses as noted
a) Outdoor Patios	L

b) Specific Standards for Limited Uses. Any use listed as a limited use shall meet all requirements of the Zoning Code unless otherwise exempted or modified in this Section, which shall take precedence in all cases as determined through the Final Development Plan approval process. If any of the requirements set forth in this text or the then current Zoning Code are not met, the use shall be considered a Conditional Use and a Conditional Use Permit must be approved as set forth in the Zoning Code.

i) **Veterinary Office (with no outside run or outside kennel).** Such uses shall meet all requirements of the then current Zoning Code and be limited to household pets prohibiting on-site services to livestock, goats, equine, and other non-domesticated animals.

ii) **Outdoor Patios.** No commercial outdoor patios are permitted in Sub-Area 2 adjacent to Stratford Road. The remainder of Sub-Area 2 shall be permitted to have accessory outdoor patios with the restrictions set forth elsewhere within Section 2 of this Text and further that any such patio is only allowed on the west-facing (US23) side of a structure. Any such patio shall not be allowed to have an outdoor sound system (amplified or acoustic) or outdoor entertainment.

c) Density and Mix of Dwelling Unit Type. The Sub-Area 2 density and mix of dwelling unit types shall not exceed 178 dwelling units as approved on the Preliminary Development Plan. Only two story buildings shall front Stratford Road.

d) Lot Standards. The following standards shall apply for lot standards and coverage.

Lot Standards	Sub-Area 2
Minimum lot area	As approved on the Final Development Plan and consistent with Preliminary Development Plan
Minimum lot width and frontage*	As approved on the Final Development Plan and consistent with Preliminary Development Plan
Maximum building coverage	As approved on the Final Development Plan and consistent with Preliminary Development Plan
Maximum lot coverage**	As approved on the Final Development Plan and consistent with Preliminary Development Plan

i) *Lot frontage requirement may be met by providing the minimum frontage along cross access easements connecting to public streets.

ii) **Lot coverage shall be determined by calculating the total area of any impervious surface divided by the area of Sub-Area 2 and converted to a percentage.

e) Building Setback Standards. The following standards shall apply for minimum building setbacks. 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	Sub-Area 2
Setback from Stratford Road	60 ft., or as approved on the Final Development Plan and consistent with Preliminary Development Plan
Setback from Meeker Way	60 ft., or as approved on the Final Development Plan and consistent with Preliminary Development Plan
Perimeter side setback	0 ft., or as approved on the Final Development Plan and consistent with Preliminary Development Plan

Perimeter rear setback	0 ft., or as approved on the Final Development Plan and consistent with Preliminary Development Plan

f) **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.

Minimum Parking Setbacks	**Sub-Area 2**
Setback from Stratford Road	60 ft.
Setback from Meeker Way	10 ft.
Setback from any private access drive or street	0 ft.
Setback from interior property lines	As approved on the Final Development Plan



g) **Minimum Square Footage Requirements.** Residential unit square footage requirements are provided as follows. Carriage units (units located above freestanding

garage buildings) shall be a minimum of 570 square feet. Flats/apartments in multi-unit buildings shall be a minimum 790 square feet for a one bedroom unit and two bedroom units shall be a minimum 1,100 square feet.

h) Maximum Building Height. The maximum height of any residential building or structure shall be 35 feet as measured from the average elevation of the finished grade at the front of the building to the highest point of the roof. The maximum height of any commercial building or structure shall be 35 feet as measured from the average elevation of the finished grade at the front of the building to the highest point of the roof.

i) **Landscaping and Screening.** All landscaping shall meet the requirements of the then current Zoning Code and the Gateways and Corridors Plan unless modified herein.

i) Along Stratford Road a 60 foot buffer from the proposed right-of-way including a bike path, green space, stream, and sidewalk shall be provided as shown on the Preliminary Development Plan. Extensive additional landscaping shall be included as approved on the Final Development Plan.

ii) An open area and/or storm water detention pond shall be located on the southern portion of the Subarea as shown on the Preliminary Development Plan. This area shall include extensive additional landscaping as approved on a Final Development Plan to provide for buffering and an appropriate transition between dwelling units located along the east side of Stratford Rd. and the Development site.

iii) This area shall include the open space amenity shown on the Preliminary Development Plan as Stratford Commons and as determined in final form with the requisite Final Development Plan. This shall not be inconsistent with the rendering below and any approved Preliminary Development Plan.



7) SUB-AREA 3 – NORTHERN QUAD DEVELOPMENT STANDARDS



a) Uses. The following uses shall be considered permitted, conditionally permitted, or limited uses in Sub-Area 3 as represented in the chart below by P, C, or L, respectively, and as defined within 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.

i) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.

ii) **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.

iii) **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.

iv) **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	Sub-Area 3 Uses
1) Office and Professional Services	
a) Offices – administrative, business and professional	A to retail and service establishments greater than 80,000 sq. ft. and located on the interior of these structures
b) Financial institutions, banks	A to retail and service establishments greater than 80,000 sq. ft. and located on the interior of these structures
c) Medical and dental offices, health and allied services	A to retail and service establishments greater than 80,000 sq. ft. and located on the interior of these structures
d) Licensed Massage Establishments	A to retail and service establishments greater than 80,000 sq. ft. and located on the interior of these structures
2) Retail and Services	
a) Retail and service establishments with a minimum gross floor area of 80,000 square feet or greater	L
b) Retail and service establishments in completely enclosed buildings with a minimum gross floor area of less than 80,000 square feet.	P
c) Restaurant – table service	A
d) Restaurant – counter service	A
3) Automotive and Transportation	
a) Gasoline station with or without convenience store or car wash	L
b) Stand-Alone ATM Facility	L
c) Drive-through facility associated with any principal permitted use	L
4) Outdoor Display/Storage	
a) Outdoor display	L

Land Use Category	Sub-Area 3 Uses
b) Outdoor storage	L
c) Garden Center	L
5) Community Facilities	
a) Schools, trade, business or cultural arts	C
b) Public cultural institutions and art galleries	P
c) Day care center, child/adult	A
d) Public safety and service facility	P
e) Public Parks and Playgrounds	P
f) Public utility substation or distribution facility	L
6) Recreation and Entertainment	
a) Indoor recreation and amusement (such as indoor theater, bowling alley, arcade, billboard parlor, assembly hall and party center)	L
b) Public parks and playgrounds	P
c) Health club	P
7) Accessory Uses	
a) Outdoor Patios	L

b) Specific Standards for Limited Uses. Any use listed as a limited use shall meet all requirements of the Zoning Code unless otherwise exempted or modified in this Section, which shall take precedence in all cases as determined through the Final Development Plan approval process. If any of the requirements set forth in this text or the then current Zoning Code are not met, the use shall be considered a Conditional Use and a Conditional Use Permit must be approved as set forth in the Zoning Code.

i) **Retail or Service Establishment with a Minimum Gross Floor Area of 80,000 Square Feet or Greater.** Unless modified within this text all requirements of Chapter 1148, as attached to this text and as noted in that Chapter as regulations for uses over 100,000 square feet (aka Big Box uses) and applied herein to uses greater than 80,000 square feet, shall be met.

(1) Section 1148.05(bb)(12). Stratford Commons, located in Sub-Area 2, shall fulfill this requirement.

(2) Section 1148.05(bb)(17). This Section shall be fulfilled by the Development of out-lots along US 23 as depicted on the Preliminary Development Plan and through the provision of landscaping and other elements described in the Gateways and Corridors Plan and as approved with any Final Development Plan.

ii) **Veterinary Office (with no outside run or outside kennel) and Veterinary Hospital (with no outside run or outside kennel).** Such uses shall meet all requirements of the then current Zoning Code and be limited to household pets prohibiting on-site services to livestock, goats, equine, and other non-domesticated animals.

iii) **Gasoline Station (with or without convenience store).** This use is only permitted (and therefore is limited) to be an accessory use (not a stand-alone use) to retail or service establishments with a minimum gross floor area over 80,000 square feet (aka 'Big Box' uses). It shall be designed in a manner to minimize its appearance from any public roadway. Within this Sub-Area it is only allowed within the proposed parking lot area as shown on the Preliminary Development Plan and only when an approved and actively used 'Big Box' grocery user is present on the site that eithers owns or has a business relationship with the gasoline station. Only passenger vehicle fueling shall be allowed. Such use shall meet all requirements of the then current Zoning Code and be designed in a manner that substantially limits the view of fueling pumps from the public right-of-way. Any canopy or weather cover associated with this use shall be designed in manner that is substantially similar with the overall development of this Development and the principal building, and shall not include exposed metal support columns. Canopies shall be of neutral color and include a pitched roof. Signs shall only be allowed in accordance with the approved Comprehensive Sign Plan. A single limited area for outdoor storage areas shall be delineated on the Final Development Plan. Any accessory appurtenances such as propane, ice, etc. shall be located on the side of the store away from the public way and shall be screened with landscaping and/or walls made of materials of similar type and quality to the primary building. Lights shall be fully recessed and cut off. No

more than one gas station (with or without convenience store) is permitted in the entire Development area.

iv) **Stand-Alone ATM Facility.** This use is only permitted (and therefore is limited) to an accessory use to retail or service establishments with a minimum gross floor area over 80,000 square feet (aka 'Big Box' uses). Such use shall not be located along any public right-of-way and shall be limited to areas interior to the overall development. The use shall be located in a manner that does not unreasonably disrupt traffic or pedestrian circulation. The building housing the ATM shall be designed and landscaped in a manner consistent with the overall development design and to minimize its presence.

v) **Drive-through Facility Associated with any Principal Permitted Use.** This use is only permitted (and therefore is limited) to an accessory use to retail or service establishments with a minimum gross floor area over 80,000 square feet (aka 'Big Box' uses). Such use shall meet all requirements of the then current Zoning Code and be located to the side or rear (opposite the public right-of-way) of the principal building. A covered pick-up area may be permitted in the front of the principal building. Any canopy or weather cover associated with this use shall be designed in a manner that is substantially similar with the overall development and the principal building, and shall not include exposed metal support columns.

vi) **Car Wash.** This use is only permitted (and therefore is limited) to an accessory use to retail or service establishments with a minimum gross floor area over 80,000 square feet (aka 'Big Box' uses) which is a grocery store that has an associated Gas station. The car wash shall be designed and located to be integrated with such gas station. Such use shall meet all requirements of the then current Zoning Code and be located to the side or rear (opposite the public right-of-way) of the principal building (Gasoline Station). The building, whether detached or attached to the building containing the principal use, shall be designed in a manner that is substantially similar with the overall development of the Development.

vii) **Outdoor Storage and Outdoor Display.** The following standards shall apply for outdoor storage and outdoor display.

(1) Permanent outdoor storage and outdoor display in any parking area in front of the building is prohibited.

(2) Outdoor display of seasonal merchandise is permitted in the walkway area in front of and to the side of the building in limited areas defined on the Final Development Plan provided a minimum pedestrian walkway of 5 feet in width is maintained between the front of the building and parking spaces or drive aisle. In no case shall such area exceed 500 square feet separately or in total Such areas shall be limited to seasonal for sale merchandise such as lawnmowers, grills, sheds, snow blowers, and other items defined on the Final Development Plan. In no case shall any vending machines, ice boxes, palletized items, bulk material, or other similar items be permitted in such outdoor display areas. Additionally, no items may be mounted to the side of the building and display heights shall not exceed 6 feet in height.

(3) Outdoor storage of palettes, appliances to be recycled, or other items that are not for sale is permitted only at the rear of the building provided the outdoor storage area is limited to an area defined on the Final Development Plan, is demarcated in a manner that adequately contains the item(s) to be stored, and is completely screened from view of any public right-of-way or private access drive with mounding and/or landscaping providing year round 100% opacity.

viii) **Garden Center.** This use is only permitted (and therefore is limited) to an accessory use to retail or service establishments with a minimum gross floor area over 80,000 square feet (aka 'Big Box' uses). Garden Centers are structures which are attached to the principal building and enclosed on four sides for the purposes of displaying garden related items, vegetation, bulk materials, or other items. Such structures shall be substantially similar in design with the overall development of the Development including being fully integrated into the principal building design. The enclosures shall be designed in a manner that substantially limits the view of any item within the Garden Center. In no case shall any item contained with the Garden Center extend above the height of the enclosure.

ix) **Public Utility Substation or Distribution Facility.** Such use shall meet all requirements of the then current Zoning Code and shall be landscaped to block all public views.

x) **Indoor Recreation and amusement.** These uses shall obtain a Conditional Use Permit prior to being allowed and must follow the Conditional Use Permit processes and procedures. This use shall not include 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.

xi) **Outdoor Patios.** Patios shall be permitted in this Sub-Area with the restrictions set forth elsewhere within Section 2 of this Text and any such patio shall not be allowed to have an outdoor sound system (amplified or acoustic) or outdoor entertainment.

c) Lot Standards. The following standards shall apply for lot standards and coverage.

Lot Standards	Sub-Area 3
Minimum lot area	As approved on Final Development Plan
Minimum lot width and frontage*	As approved on Final Development Plan
Maximum building coverage	As approved on Final Development Plan
Maximum lot coverage**	As approved on Final Development Plan

i) *Lot frontage requirement may be met by providing the minimum frontage along cross access easements connecting to public streets.

ii) **Lot coverage shall be determined by calculating the total area of any impervious surface divided by the area of Sub-Area 3 and converted to a percentage.

d) **Building Setback Standards.** The following standards shall apply for minimum building setbacks. 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	Sub-Area 3
Setback from internal collector roads	100 ft.
Setback from Sub-Area 1	60 ft.
Setback from Sub-Area 2	60 ft.
Setback from Sub-Area 4	As approved on the Final Development Plan

e) **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.

Minimum Parking Setbacks	Sub-Area 3
Setback from internal collector roads	10 ft.
Setback from any private access drive or street	10 ft.
Setback from interior property lines	As approved on the Final Development Plan

f) **Maximum Building Height.** The maximum height of any building or structure shall be 45 feet as measured from finished floor elevation to the highest point of the roof.

g) **Landscaping and Screening.** All landscaping shall meet the requirements of the Zoning Code and the Gateways and Corridors Plan and Section 2 of this Text unless modified herein.

i) On the northern edge of Sub-Area 3, evergreen trees shall be provided to further buffer homes to the north and to provide a layer of buffering in Sub-Areas 1 and 3. Existing trees in the stream corridor area will be preserved. These elements shall be as shown on the approved Final Development Plan. The eastern edge of the subarea shall be landscaped to screen the uses in sub area 2, particularly on the southeastern edge.

8) SUB-AREA 4 – CENTRAL QUAD DEVELOPMENT STANDARDS





a) Uses. The following uses shall be considered permitted, conditionally permitted, or limited uses in Sub-Area 4 as represented in the chart below by P, C, or L, respectively, and as defined within 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.

i) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.

ii) **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.

iii) **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.

iv) **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	**Sub-Area 4 Uses**
1) Office and Professional Services	
a) Offices – administrative, business and professional	P
b) Financial institutions, banks	P
c) Medical and dental offices, health and allied services	P
d) Licensed Massage Establishments	P
2) Retail and Services	
a) Retail and Service establishments in completely enclosed buildings less than 80,000 square feet	P
b) Restaurant – table service	P
c) Restaurant – counter service	P
d) Veterinary office (no outside run or outside kennel)	L
e) Veterinary hospital (no outside run or outside kennel)	L

Land Use Category	Sub-Area 4 Uses
3) Automotive and Transportation	
a) Stand-Alone ATM Facility	L
b) Drive-through facility associated with any principal permitted, limited, or conditionally permitted use	L
4) Outdoor Display/Storage	
a) Outdoor display	L
b) Outdoor storage	L
5) Community Facilities	
a) Schools, trade, business or cultural arts	P
b) Public cultural institutions and art galleries	P
c) Day care center, child/adult	P
d) Public safety and service facility	P
e) Public Parks and Playgrounds	P
f) Public utility substation or distribution facility	L
6) Recreation and Entertainment	
a) Indoor recreation and amusement (such as indoor theater, bowling alley, arcade, billboard parlor, assembly hall and party center)	L
b) Public parks and playgrounds	P
c) Health club	P
7) Accessory Uses	
a) Outdoor Patios	L

b) Specific Standards for Limited Uses. Any use listed as a limited use shall meet all requirements of the Zoning Code, unless otherwise exempted or modified in this Section which shall take precedence in all cases, as determined through the Final Development Plan approval process. If any of the requirements set forth in this text or the then current Zoning Code are not met, the use shall be considered a Conditional Use and a Conditional Use Permit must be approved as set forth in the Zoning Code.

i) **Veterinary Office (with no outside run or outside kennel) and Veterinary Hospital (with no outside run or outside kennel).** Such uses shall meet all requirements of the then current Zoning Code and be limited to household pets prohibiting on-site services to livestock, goats, equine, and other non-domesticated animals.

ii) **Stand-Alone ATM Facility.** Such use shall not be located along any public right-of-way and shall be limited to areas interior to the overall development. The use shall be located in a manner that does not unreasonably disrupt traffic or pedestrian circulation. The building housing the ATM shall be designed and landscaped in a manner consistent with the overall development design and to minimize its presence.

iii) **Drive-through Facility Associated with any Principal Permitted, Limited, or Conditionally Permitted Use.** Such use shall meet all requirements of the then current Zoning Code and be located to the side or rear (opposite the public right-of-way) of the principal building. A covered pick-up area may be permitted in the front of the principal building. Any canopy or weather cover associated with this use shall be designed in a manner that is substantially similar with the overall development of Meeker Pont and the principal building, and shall not include exposed metal support columns.

iv) **Outdoor Storage and Outdoor Display.** The following standards shall apply for outdoor storage and outdoor display.

(1) Permanent outdoor storage and outdoor display in any parking area in front of the building is prohibited.

(2) Outdoor display of seasonal merchandise is permitted in the walkway area in front of and to the side of the building in limited areas defined on the Final Development Plan provided a minimum pedestrian walkway of 5 feet in width is maintained between the front of the building and parking spaces or drive aisle. Such areas shall be limited to seasonal for sale merchandise such as lawnmowers, grills, sheds, snow blowers, and other items defined on the Final Development Plan. In no case shall any vending machines, ice boxes, palletized items, bulk material, or other similar items be permitted in such outdoor display areas.

Additionally, no items may be mounted to the side of the building and display heights shall not exceed 6 feet in height.

v) **Public Utility Substation or Distribution Facility.** Such use shall meet all requirements of the then current Zoning Code and shall be landscaped to block all public views.

vi) **Indoor Recreation and amusement.** These uses shall obtain a Conditional Use Permit prior to being allowed and must follow the Conditional Use Permit processes and procedures. This use shall not include 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.

vii) **Outdoor Patios.** Patios shall be permitted within this Sub-Area with the restrictions set forth elsewhere within Section 2 of this Text.

c) Lot Standards. The following standards shall apply for lot standards and coverage.

Lot Standards	**Sub-Area 4**
Minimum lot area	As approved on Final Development Plan
Minimum lot width and frontage*	As approved on Final Development Plan
Maximum building coverage	As approved on Final Development Plan
Maximum lot coverage**	As approved on Final Development Plan

i) *Lot frontage requirement may be met by providing the minimum frontage along cross access easements connecting to public streets.

ii) **Lot coverage shall be determined by calculating the total area of any impervious surface divided by the area of Sub-Area 4 and converted to a percentage.

d) Building Setback Standards. The following standards shall apply for minimum building setbacks. 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	Sub-Area 4
Setback from internal collector roads (Primary Spine road)	60 ft.
Perimeter side setback	60 ft.
Perimeter rear setback	60 ft.

e) 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.

Minimum Parking Setbacks	Sub-Area 4
Setback from internal collector roads	10 ft.
Setback from any private access drive or street.	As approved on the Final Development Plan
Setback from interior property lines	As approved on the Final Development Plan

f) Maximum Building Height. The maximum height of any building or structure shall be 45 feet as measured from finished floor elevation to the highest point of the roof.

9) SUB-AREA 5 – SOUTHERN GATEWAY DEVELOPMENT STANDARDS



a) Uses. The following uses shall be considered permitted, conditionally permitted, or limited uses in Sub-Area 5 as represented in the chart below by P, C, or L, respectively, and as defined within 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.

i) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.

ii) **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.

iii) **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.

iv) **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	Sub-Area 5 Uses
1) Office and Professional Services	
a) Offices – administrative, business and professional	P
b) Financial institutions, banks	P
c) Medical and dental offices, health and allied services	P
d) Licensed Massage Establishments	P
2) Retail and Services	
a) Retail and service establishments in completely enclosed buildings less than 80,000 square feet	P
b) Restaurant – table service	P
c) Restaurant – counter service	P
d) Veterinary office (no outside run or outside kennel)	L
e) Veterinary hospital (no outside run or outside kennel)	L
3) Automotive and Transportation	
a) Stand-Alone ATM Facility	L
b) Drive-through facility associated with any principal permitted, limited, or conditionally permitted use	L
4) **Outdoor Display/Storage**	
a) Outdoor display	L
b) Outdoor storage	L
5) **Community Facilities**	
a) Schools, trade, business or cultural arts	P
b) Public cultural institutions and art galleries	P
c) Day care center, child/adult	P
d) Public safety and service facility	P
e) Public Parks and Playgrounds	P

Land Use Category	Sub-Area 5 Uses
f) Public utility substation or distribution facility	L
6) **Recreation and Entertainment**	
a) Indoor recreation and amusement (such as indoor theater, bowling alley, arcade, billboard parlor, assembly hall and party center)	L
b) Public parks and playgrounds	P
c) Health club	P
7) **Accessory Uses**	
a) Outdoor Patios	L

b) Specific Standards for Limited Uses. Any use listed as a limited use shall meet all requirements of the Zoning Code unless otherwise exempted or modified in this Section, which shall take precedence in all cases, as determined through the Final Development Plan approval process. If any of the requirements set forth in this text or the then current Zoning Code are not met, the use shall be considered a Conditional Use and a Conditional Use Permit must be approved as set forth in the Zoning Code.

i) **Veterinary Office (with no outside run or outside kennel) and Veterinary Hospital (with no outside run or outside kennel).** Such uses shall meet all requirements of the then current Zoning Code and be limited to household pets prohibiting on-site services to livestock, goats, equine, and other non-domesticated animals.

ii) **Stand-Alone ATM Facility.** Such use shall not be located along any public right-of-way and shall be limited to areas interior to the overall development. The use shall be located in a manner that does not unreasonably disrupt traffic or pedestrian circulation. The building housing the ATM shall be designed and landscaped in a manner consistent with the overall development design and to minimize its presence.

iii) **Drive-through Facility Associated with any Principal Permitted, Limited, or Conditionally Permitted Use.** Such use shall meet all requirements of the then current Zoning Code and be located to the side or rear (opposite the public right-of-way) of the principal building. A covered pick-up area may be permitted in the front

of the principal building. Any canopy or weather cover associated with this use shall be designed in a manner that is substantially similar with the overall development of The Development and the principal building, and shall not include exposed metal support columns.

iv) **Outdoor Storage and Outdoor Display.** The following standards shall apply for outdoor storage and outdoor display.

(1) Permanent outdoor storage and outdoor display in any parking area in front of the building is prohibited.

(2) Outdoor display of seasonal merchandise is permitted in the walkway area in front of and to the side of the building in limited areas defined on the Final Development Plan provided a minimum pedestrian walkway of 5 feet in width is maintained between the front of the building and parking spaces or drive aisle. Such areas shall be limited to seasonal for sale merchandise such as lawnmowers, grills, sheds, snow blowers, and other items defined on the Final Development Plan. In no case shall any vending machines, ice boxes, palletized items, bulk material, or other similar items be permitted in such outdoor display areas. Additionally, no items may be mounted to the side of the building and display heights shall not exceed 6 feet in height.

(3) Outdoor storage of palettes, appliances to be recycled, or other items that are not for sale is permitted only at the rear of the building provided the outdoor storage area is limited to an area defined on the Final Development Plan, is demarcated in a manner that adequately contains the item(s) to be stored, and is screened from view of any public right-of-way or private access drive with mounding and/or landscaping providing year round 100% opacity.

v) **Public Utility Substation or Distribution Facility.** Such use shall meet all requirements of the then current Zoning Code and shall be landscaped to block all public views.

vi) **Indoor Recreation and amusement.** These uses shall obtain a Conditional Use Permit prior to being allowed and must follow the Conditional Use Permit processes and procedures. This use shall not include 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.

vii) **Outdoor Patios.** Patios shall be permitted within this Sub-Area with the restrictions set forth elsewhere within Section 2 of this Text. Further, for Lot 5 only as shown on the Preliminary Plat, any such patio shall not be allowed to have an outdoor sound system (amplified or acoustic) or outdoor entertainment.

c) Lot Standards. The following standards shall apply for lot standards and coverage.

Lot Standards	Sub-Area 5
Minimum lot area	As approved on Final Development Plan
Minimum lot width and frontage*	As approved on Final Development Plan
Maximum building coverage	As approved on Final Development Plan
Maximum lot coverage**	As approved on Final Development Plan

i) *Lot frontage requirement may be met by providing the minimum frontage along cross access easements connecting to public streets.

ii) **Lot coverage shall be determined by calculating the total area of any impervious surface divided by the area of Sub-Area 5 and converted to a percentage.

d) Building Setback Standards. The following standards shall apply for minimum building setbacks. 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	Sub-Area 5

Setback from US 23	60 ft.
Setback from Meeker Way	60 ft.
Side setback from internal collector roads	40 ft.

e) **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.

Minimum Parking Setbacks	Sub-Area 5
Setback from US 23	15 ft.
Setback from Meeker Way	10 ft.
Setback from any private access drive or street	10 ft.

f) **Maximum Building Height.** The maximum height of any building or structure shall be 45 feet as measured from finished floor elevation to the highest point of the roof.

10) SUB-AREA 6 – US 23 QUAD DEVELOPMENT STANDARDS



a) Uses. The following uses shall be considered permitted, conditionally permitted, or limited uses in Sub-Area 6 as represented in the chart below by P, C, or L, respectively, and as defined within 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.

i) **Permitted Uses.** Permitted uses are permitted by-right and shall meet all development standards specified within this text and the Zoning Code, as applicable.

ii) **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.

iii) **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.

iv) **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	Sub-Area 6 Uses
1) Office and Professional Services	
a) Offices – administrative, business and professional	P
b) Financial institutions, banks	P
c) Medical and dental offices, health and allied services	P
d) Licensed Massage Establishments	P
2) Retail and Services	
a) Restaurant – table service	P
b) Restaurant – counter service	P
c) Retail and service establishments in completely enclosed buildings under 80,000 square feet	P
d) Veterinary office (no outside run or outside kennel)	L
e) Veterinary hospital (no outside run or outside kennel)	L
3) Automotive and Transportation	
a) Gasoline station with or without convenience store	L
b) Stand-Alone ATM Facility	L
c) Drive-through facility associated with any principal permitted, limited, or conditionally permitted use	L
d) Car wash	L
e) New Car Dealership	L
4) Outdoor Display/Storage	
a) Outdoor display	L
b) Outdoor storage	L
5) Community Facilities	
a) Schools, trade, business or cultural arts	C
b) Public cultural institutions and art galleries	P

Land Use Category	Sub-Area 6 Uses
c) Day care center, child/adult	P
d) Public safety and service facility	P
e) Public Parks and Playgrounds	P
f) Public utility substation or distribution facility	L
6) Recreation and Entertainment	
a) Indoor recreation and amusement (such as indoor theater, bowling alley, arcade, billboard parlor, assembly hall and party center)	L
b) Public parks and playgrounds	P
c) Health club	P
7) Accessory Uses	
a) Outdoor Patio	L

b) Specific Standards for Limited Uses. Any use listed as a limited use shall meet all requirements of the Zoning Code unless otherwise exempted or modified in this Section, which shall take precedence in all cases, as determined through the Final Development Plan approval process. If any of the requirements set forth in this text or the then current Zoning Code are not met, the use shall be considered a Conditional Use and a Conditional Use Permit must be approved as set forth in the Zoning Code.

i) **Veterinary Office (with no outside run or outside kennel) and Veterinary Hospital (with no outside run or outside kennel).** Such uses shall meet all requirements of the then current Zoning Code and be limited to household pets prohibiting on-site services to livestock, goats, equine, and other non-domesticated animals.

ii) **Gasoline Station (with or without convenience store).** This use is permitted (and therefore is limited) to be an accessory use to retail or service establishments with a minimum gross floor area over 80,000 square feet (aka 'Big Box' uses) or if not accessory to such use than a Conditional Use Permit is required to ensure design, location, orientation of structures, and quality consistency with this text and the overall development. Such use shall meet all requirements of the then current Zoning

Code and be designed in a manner that substantially limits the view of fueling pumps from the public right-of-way. Any canopy or weather cover associated with this use shall be designed in manner that is substantially similar with the overall development of The Development and the principal building, and shall not include exposed metal support columns. No more than one gas station (with or without convenience store) is permitted in the entire Development area.

iii) **Stand-Alone ATM Facility.** Such use shall not be located along any public right-of-way and shall be limited to areas interior to the overall development. The use shall be located in a manner that does not unreasonably disrupt traffic or pedestrian circulation. The building housing the ATM shall be designed and landscaped in a manner consistent with overall design and to minimize its presence.

iv) **Drive-through Facility Associated with any Principal Permitted, Limited, or Conditionally Permitted Use.** Such use shall meet all requirements of the then current Zoning Code and be located to the side or rear (opposite the public right-of-way) of the principal building. A covered pick-up area may be permitted in the front of the principal building. Any canopy or weather cover associated with this use shall be designed in a manner that is substantially similar with the overall development of The Development and the principal building, and shall not include exposed metal support columns.

v) **Car Wash (accessory to principal use).** Such use shall meet all requirements of the then current Zoning Code and be located in the side or rear (opposite the public right-of-way) of the principal building (Gasoline Station). The building, whether detached or attached to the building containing the principal use, shall be designed in a manner that is substantially similar with the overall development of The Development.

vi) **New Car Dealership.** Such use shall only allow new automotive sales as the primary use while used car sales are only permitted as a part of the new dealership. An automotive service facility and car wash are permitted as accessory to a new car dealership only and must be attached to or completely within the primary dealership building. No more than one new automotive sales facility (dealership) is permitted in the entire Development area and it is only permitted within this Sub-Area in accordance with this text.

vii) **Outdoor Storage and Outdoor Display.** The following standards shall apply for outdoor storage and outdoor display.

(1) Permanent outdoor storage and outdoor display in any parking area in front of the building is prohibited.

(2) Outdoor display of seasonal merchandise is permitted in the walkway area in front of and to the side of the building in limited areas defined on the Final Development Plan provided a minimum pedestrian walkway of 5 feet in width is maintained between the front of the building and parking spaces or drive aisle. Such areas shall be limited to seasonal for sale merchandise such as lawnmowers, grills, sheds, snow blowers, and other items defined on the Final Development Plan. In no case shall any vending machines, ice boxes, palletized items, bulk material, or other similar items be permitted in such outdoor display areas. Additionally, no items may be mounted to the side of the building and display heights shall not exceed 6 feet in height.

(3) Outdoor storage of palettes, appliances to be recycled, or other items that are not for sale is permitted only at the rear of the building provided the outdoor storage area is limited to an area defined on the Final Development Plan, is demarcated in a manner that adequately contains the item(s) to be stored, and is screened from view of any public right-of-way or private access drive with mounding and/or landscaping providing year round 100% opacity.

viii) **Public Utility Substation or Distribution Facility.** Such use shall meet all requirements of the then current Zoning Code and shall be landscaped to block all public views.

ix) **Indoor Recreation and amusement.** These uses shall obtain a Conditional Use Permit prior to being allowed and must follow the Conditional Use Permit processes and procedures. This use shall not include 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.

x) **Outdoor Patios.** Patios shall be permitted within this Sub-Area with the restrictions set forth elsewhere within Section 2 of this Text. Further, any such patio shall not be allowed to have an outdoor sound system (amplified or acoustic) or outdoor entertainment.

c) Building Design – New Car Dealership.

i) Building design and materials for a new car dealership on US 23 shall be of the highest quality as approved on the Final Development Plan. Design shall include extensive landscaping and may include display pods along US 23 surrounded by landscaping not inconsistent with the current Chesrown and Byers Toyota dealerships north of this site. No vehicles may be parked upon the landscaped areas or grass areas of the Development site. Prototypical dealership design will not be accepted. Building design shall be consistent with the overall Development design and materials. The building shall include primarily glass (glazing) and incorporate stone or cultured stone extensively on the front and side elevations at a minimum. Gateway and Corridor Plan elements shall be included such as but not limited to stone piers distributed along the US 23 frontage. Building signage shall be held to a minimum. No amplified music or announcement systems shall be utilized. Site lighting shall be the minimum necessary for security and maneuverability purposes. The building may include a pick up and drop portion that is covered and integrated with the overall design but that is located to the side of the building and screened from public view along US 23. Trees shall be incorporated throughout the site, parking areas, and along US 23 as part of the site landscaping. Vehicles shall not be displayed upon blocks, risers, or any other artificial structure or device.

ii) Buildings shall be oriented to a public street whenever possible.

iii) Split-faced concrete block, painted standard concrete block (CMU), tilt-up concrete panels, or pre-fabricated steel panels are prohibited as exterior building materials.

iv) EIFS, stucco, or similar products are prohibited as an exterior material.

v) Accessory structures such as enclosures for dumpsters, refrigeration and freezing units, and other similar structures shall consist of brick and stone or similar approved products as the exterior material. Any such accessory structure shall be designed to be

consistent and cohesive with the principal building it serves. They shall have metal or wood doors painted or stained in color to match the color scheme of the Development and minimize their appearance.

vi) Rooftop 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.



d) Lot Standards. This subarea may be further divided into smaller lots than preliminarily shown but in no case shall the lot area of an individual lot fall under the required minimum amount noted herein. After the recording of any Final Subdivision Plat for this Sub-Area, Administrative (minor) lot splits are allowable if they are in conformance with this Text and all applicable Zoning code regulations. The following standards shall apply for lot standards and coverage.

Lot Standards	Sub-Area 6
Minimum lot area	As approved on the Final Development Plan
Minimum lot width and frontage*	As approved on the Final Development Plan.
Maximum building coverage	As approved on the Final Development Plan
Maximum lot coverage**	As approved on the Final Development Plan

i) *Lot frontage requirement may be met by providing the minimum frontage along cross access easements connecting to public streets.

ii) **Lot coverage shall be determined by calculating the total area of any impervious surface divided by the area of Sub-Area 6 and converted to a percentage.

e) Building Setback Standards. The following standards shall apply for minimum building setbacks. 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	Sub-Area 6
Setback from US 23	60 ft.
Setback from internal collector roads	40 ft.
Side setback	30 ft.

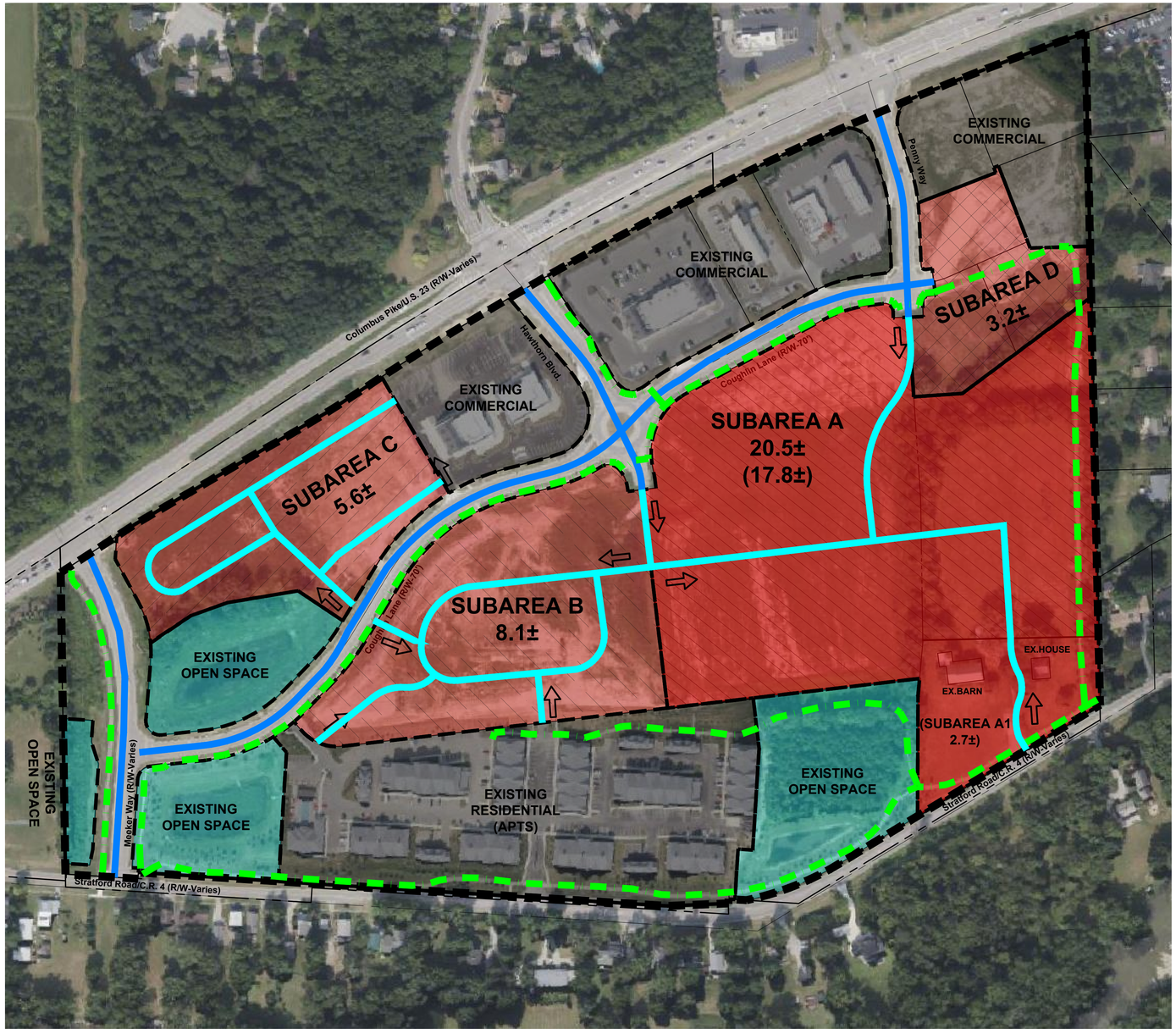
f) Parking Setbacks. The following standards shall apply for minimum parking setbacks. Parking setbacks include any parking space, parking lot drive aisle, and parking lot circulation aisle.

Minimum Parking Setbacks	Sub-Area 6
Setback from US 23	15 ft.
Setback from any private access drive or street	10 ft.
Side setback	10 ft.

g) Maximum Building Height. The maximum height of any building or structure shall be 45 feet as measured from finished floor elevation to the highest point of the roof.

h) Access. A shared access easement shall be provided between the Chesrown Chevrolet site to the north and the Development concurrent with the first Final Development Plan approved for the entire Development or with the improvement plans for the planned main spine road, whichever comes first. This easement, once approved by the City, shall be immediately recorded upon the requisite property and shall thereafter be available for immediate improvement and use.

i) Landscaping. The existing tree line located along the northern edge of this Sub-Area shall be preserved except for the minimum necessary to allow for the connection of the shared cross access easement noted above. In areas where this area of the Sub-Area may be visible from adjacent off Development site residential uses, additional landscaping and buffering shall be required as approved on any Final Development Plan.



EXISTING ZONING TO REMAIN

PROPOSED REZONING AREAS

EXISTING OPEN SPACE

EXISTING ROADWAY (RIGHT-OF-WAY)

PEDESTRIAN CONNECTIVITY (PATHS & SIDEWALKS)

SUBAREA BOUNDARY

ORIGINAL COUGHLIN CROSSING BOUNDARY

ACCESS POINTS

POTENTIAL ROADWAY NETWORK

REZONING AREAS

SUBAREA A - RESIDENTIAL

SUBAREA A1 - HISTORICAL PRESERVATION AREA

SUBAREA B - COMMERCIAL/OFFICE

SUBAREA C - COMMERCIAL

SUBAREA D - COMMERCIAL

GRAPHIC SCALE

0 75 150 300

1 inch = 150 feet

PLAN PREPARED BY:
ADVANCED CIVIL DESIGN
ENGINEERS | SURVEYORS
781 Science Boulevard, Suite 100
Gahanna, Ohio 43230
ph. 614.428.7750
fax. 614.428.7755

PLAN PREPARED FOR:
DEVELOPER'S LOGO
DEVELOPER ADDRESS 1
DEVELOPER ADDRESS 2

CITY OF DELAWARE / DELAWARE COUNTY, OHIO
COUGHLIN'S CROSSING
AMENDMENT SITE PLAN
FOR
COUGHLIN'S CROSSING
ZONING SITE PLAN

Issue Dates:
XX/XX/XX: Issued For

Date: 12/18/2025
Scale: 1" = 150'

Drawn By: CLE
Checked By: XXX

Project Number: 25-0011-1408

Drawing Number: 1 / 1

Z:\25-0011-1408\DWG\PRODUCTION DRAWINGS\ZONING\Master Plan.dwg 22X34NEW Dec 18, 2025 - 4:31:04pm ahockstok

COUGHLIN'S CROSSING

Letter of Intent

Coughlin's Crossing is an 80+ acre planned mixed use development cradled between US23, Stratford Road, and Meeker Way. The development was designed to be a "neighborhood" with commercial stores, restaurants, offices and residents. With US23 at its front door, it has access from 3 lighted entry points. A walking and bike path line the property along Stratford Road circling west to join Coughlin Lane, the spine road that runs through the interior of the property and provides access to Penny Way, Hawthorne Boulevard and Meeker Way. The Development includes park areas and large open spaces. Approximately 2+ acres in the northeast area of the property has an existing house and barn that have been retained with the intention to preserve and restore each for uses that support and are supported by the neighborhood.

Currently the property is developed with commercial uses along US23 and residential apartments along Stratford Road. This rezoning application is specific to the undeveloped areas of the property as delineated on the application exhibits as Subareas A through D.

In regard to Subarea A, it will consist of +/-20.8 acres and up to 500 dwelling units in a variety of building configurations including 2, 3 and 4 story buildings. The proposed dwelling units will be Class A Market Rate rental apartments, consisting of carriage houses, townhouses, walkup breezeway apartments and interior corridor apartment buildings. The development will include a community clubhouse, fitness center, resort style pool, sports courts (volleyball and/or pickleball) pedestrian connectivity and a dog park. Building upon the existing multi-use trail on the north property line, the project area will provide additional pedestrian connections to support the integration of residential and commercial/retail/office for the overall master development. The existing farmhouse and barn that resides in the northeast portion of the subarea will also be preserved and is intended to be deeded to the Delaware Historical Society for future preservation and experience. The subarea will consist of private drives and parking areas to support the proposed residential uses and will also integrate with the established public street network that exists throughout the development utilizing existing curb cuts.

In regard to Subareas B, C, & D, each will consist of commercial and/or office uses, including retail and restaurant.

CITY OF DELAWARE
PLANNING COMMISSION
April 8, 2026

MX-PUD 26-1
COUGHLIN'S CROSSING 2
REZONING

RESOLUTION
(AS AMENDED)

WHEREAS, Delaware Development Plan LTD, PO Box 991, Pataskala, OH 43062, has filed an application requesting to rezone 37.4 acres of land from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development). The property is located East of US 23 and west of Stratford Road, north of Meeker Way.

WHEREAS, a public hearing was held on April 8, 2026 by the City of Delaware Planning Commission, as required by law, at which time all people who wished to testify regarding the pending application were afforded the opportunity to give their comments at the public hearing; and

WHEREAS, the City of Delaware Planning Commission finds that the facts submitted with this PUD rezoning application and presented at the public hearing and any amendments, or supplementary conditions, satisfy the standards and criteria for PUD rezoning approval as per §1114.07 of the Planning and Zoning Code; and

WHEREAS, the City of Delaware Planning Commission finds that pursuant to §1114.13 of the Planning and Zoning Code, each and all excluded uses are inappropriate for this specific MX-PUD; and

WHEREAS, the City of Delaware Planning Commission finds that the applicant's plans are in compliance with the City of Delaware Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the City of Delaware Planning Commission recommends to the City of Delaware City Council:

SECTION 1. That the Zoning Map referenced in §1110.02 of the Planning and Zoning Code be amended to rezone approximately 37.4 acres of land described in "Exhibit A", from C-CC PMU (Community Commercial with a Planned Mixed-Use Overlay) to MX-PUD (Mixed-Use Planned Unit Development) 26-1.

SECTION 2.

1. The concept plan dated "12/18/25" illustrates the general layout of the development within this Planned Unit Development.
2. Uses permitted (P) and conditionally permitted (C) in this Mixed-Use Planned Unit Development are as follows:

	Sub-Area A	**Sub-Area A1**	**Sub-Area B**	**Sub-Area C**	**Sub-Area D**
Residential Uses					
2-, 3-, or 4-family dwelling	P				
Cluster single-family dwelling	P				
Dwelling Unit(s) on upper floors of a commercial or office building	P	C			
Multi-family complex	P				
Institutional / Public Uses					
Cultural Institution or Art Gallery		P			
Library		P	P		
Place of Religious Assembly		C	P	P	
School, Trade, Business, or Cultural Arts		P	P	P	P
Public or Private Recreational Facility	P		P	P	P
Commercial Uses					
Boutique Hotel		C	C		
Daycare, Child or Adult	P		P	P	P
Entertainment, indoor			C		
Event Venue – capacity of 50 or fewer		C	C		
Financial Institution, Bank	P		P	P	P
Health Club	P		P	P	P
Hotel			C		
Massage Establishment	P	C	P	P	P
Nursing Home	P		C		
Offices	P				
i. Clerical/professional		P	P	P	P
ii. Medical/dental			P	P	P
iii. Veterinary (no boarding kennel)			P	P	P
Retail Development with a minimum gross floor area under 80,000 square feet	P	P	P	P	P

Retail Development over 80,000sf	P		P		
Residential Care Facility	P		C		
Restaurant	P	C	P	P	P
Drive-thru facility associated with any (P) or (C) use			P	P	P

a. Commercial and Institutional Uses within Sub-Area A shall not be permitted within multi-family residential dwelling units except in accordance with the Home Occupation regulations outlined in Chapter 1132 of the Zoning Code.

3. Roads and Traffic:

   a. Access to the site shall be generally in conformance with the concept plan dated "12/18/25" and the previously approved Development Text ("Exhibit B").

   b. Access to sub-areas A and B shall be from the stubs present at Hawthorne Blvd. and Penny Way. Cross-access connection to the existing Mill23 Apartments shall be required. An additional (singular) access point may be considered at Stratford Road at the discretion of the City Engineer and a Traffic Impact Study.

   c. The exact layout of internal road networks shall be determined at the Development Plan stage.

4. Density and Layout:

   a. The gross density of Sub-Area A (not inclusive of Sub-Area A-1) shall not exceed ~~22.47~~ **25.28** dwelling units per acre.

5. Buffers, Landscaping, and Open Space:

   a. The existing trees on the north boundary of the site shall be preserved and placed in a Tree Preservation Zone Easement.

   b. Final landscaping plans shall be approved at the Development Plan stage.

   c. The required open space for this PUD shall be included with the open space regulations approved as part of the Planned Mixed-Use Overlay. Each Sub-Area shall be required to meet lot coverage requirements outlined in the Zoning Code.

   d. This PUD shall conform with the Tree Removal Plan approved as part of the Development Text for the Planned Mixed-Use Overlay.

6. Pedestrian Access:

   a. All public and private streets and access drives shall have minimum five-foot sidewalk on both sides.

b. All sub-areas shall have adequate pedestrian infrastructure throughout as determined at the Development Plan stage.

7. Building Design:

   a. All buildings shall generally conform with Section 3: Building Design of the Coughlin's Crossing Development Text ("Exhibit B"). Final details relating to the design of buildings will be determined at the Development Plan stage.

   b. Buildings within this PUD shall not exceed four stories.

      i. In Sub-Area A-1, no building shall exceed 35 feet.

      ii. In Sub-Area A, buildings within 100 feet of the northern property line shall not exceed two stories. Buildings within 150 feet of the northern property line shall not exceed three stories.

8. All signage shall conform to the approved Comprehensive Sign Plan for Coughlin's Crossing ("Exhibit C").

SECTION 3. These plans and all papers relating to the approved plan shall be submitted with this resolution to City Council.

The Clerk is directed to transmit this case to City Council for further determination as required by law.

PASSED: April 8, 2026 YEAS 4 NAYS 0
ABSTAIN 0

ATTEST: Sarah Orion
CITY CLERK

CHAIRMAIN

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Ordinances
AGENDA SECTION:	**7:20 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-20**
SUBJECT:	Ordinance No. 26-20, an ordinance approving a request by Fed One Dublin, LLC to rezone approximately 62.95 acres from A-1 (Agricultural) and I-2 (General Industrial) to I-PUD (Industrial-Planned Unit Development) located west of Curtis Street, northwest of London Road, and south of the railroad tracks.

SUGGESTED ACTION:

ATTACHMENTS:

1 Fact Sheet.docx
2 I-PUD 26-4 PC Curtis Street Staff Report.docx
3 Ordinance- PUD 26-4 Curtis Street Zoning Map Amendment.docx
4 I-PUD 26-4 PC Curtis Street_Concept Plan.pdf
5 Amended Resolution_I-PUD 26-4, Curtis Street Rezoning_Signed.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 9

DATE: 5/11/2026

ORDINANCE NO: 26-20

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES **(5/11/2026 at 7:20 PM)**

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Sandra Pereira, Planning & Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

An ordinance approving a request by Fed One Dublin LLC to rezone approximately 62.95 acres from A-1 (Agricultural) and I-2 (General Industrial) to I-PUD (Industrial-Planned Unit Development) located west of Curtis Street, northwest of London Road, and south of the railroad tracks.

BACKGROUND:

See attached staff report.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Chapter 1105: Amendments of the Codified Ordinances.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 4-0 on April 8, 2026

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Sandra Pereira, Planning & Community Development Director

RECOMMENDATION:
Staff recommends approval

ATTACHMENT(S)
See attached

CITY COUNCIL STAFF REPORT

CASE ID: PUD 26-4 Curtis Street

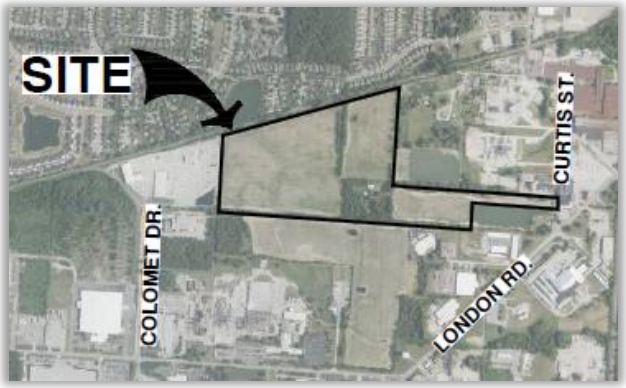
APPLICANT: Fed One Dublin, LLC
8400 Industrial Parkway
Plain City, OH 43064

REQUEST

A request by Fed One Dublin, LLC for approval of a Zoning Map Amendment to rezone 62.95 acres from A-1 (Agricultural) and I-2 General Industrial to I-PUD Industrial Planned Unit Development located west of Curtis Street, northwest of London Road, and south of the railroad tracks.

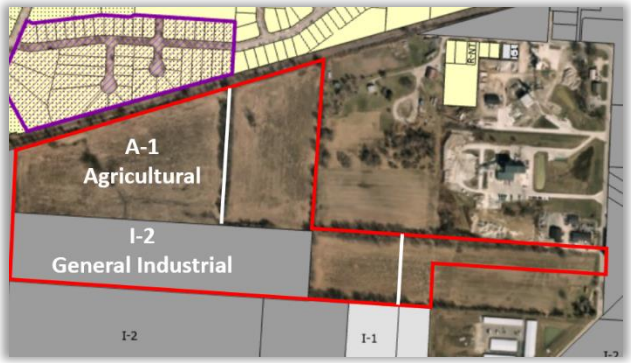
BACKGROUND/ LOCATION

The applicant is proposing to rezone 62.95-acres for a proposed industrial development. The site includes five (5) undeveloped parcels located west of London Road and accessible from Curtis Street. Four of the parcels (419-211-04-002-000, 419-211-04-001-000, 419-210-05-001-000, and 419-210-05-002-000), totaling 43.6-acres, were recently annexed into the City of Delaware in 2025 (Ordinance 25-45).



EXISTING CONDITIONS/ CURRENT ZONING

The subject property is currently used primarily for Agriculture. The four lots recently annexed into the city are currently zoned A-1 Agricultural, while the remaining lot is currently zoned I-2 General Industrial. The surrounding area is primarily industrial, specifically to the south, west, and east. The areas immediately adjacent to the northeast of the subject property are located within Delaware Township and zoned for industrial uses. Along the northern perimeter of the subject property is an existing rail line, which provides a hard buffer to the residential uses north. A review of the surrounding zoning districts and land uses can be found below:



Location	Zoning	Land Use
North	R-SF (Single Family Residential)/ R-NT (Residential Neighborhood Transition)	Single-Family Residential (North of Existing Rail Line)
South	I-2 (General Industrial)	Various Industrial Uses
East	I-2 (General Industrial)/ Unincorporated (Delaware Township)	Various Industrial Uses
West	I-2 (General Industrial)	Various Industrial Uses

STAFF ANALYSIS

Zoning: The applicant is seeking to rezone the entire 62.95-acres into an Industrial-Planned Unit Development (I-PUD) for an undisclosed industrial user. Following a successful zoning amendment application, the applicant is proposing to subdivide the subject property into eight (8) new lots within the I-PUD. Staff recommended permitted uses to be in line with uses currently permitted in the I-2 General Industrial zoning district with the exception that the Manufacture of products from raw materials is a permitted use for this I-PUD, which was at the request of the applicant. Manufacture of products from raw materials are currently a Conditional Use in the I-2 General Industrial district. The Planning Commission disagreed with this recommendation and reverted the Manufacture of products from raw materials back to a Conditional Use in the permitted use table for this I-PUD. The applicant agreed to this revision. A full list of the permitted use table can be found in the attached resolution.

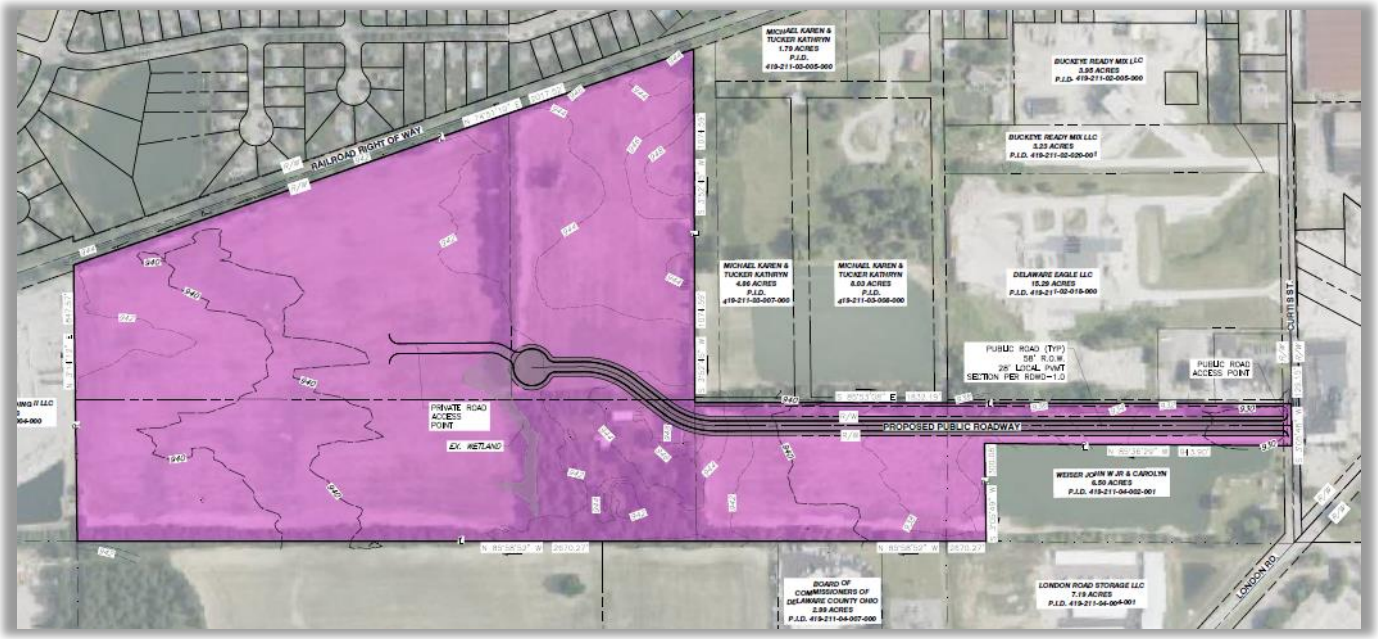
Land Use and Comprehensive Plan: The 2021 Delaware Together Comprehensive Plan envisioned this area to develop as an employment-oriented Business Campus area as characterized by industrial and manufacturing uses. The subject property is located within the Southwest Focus Area which envisions the future land uses to develop light or heavy industrial uses designed to accommodate buildings with large footprints.

Appropriate development types for the Business Campus areas include both industrial campus centers and industrial uses, such as uses that currently exist in the surrounding incorporated area to the south, west, and east. This proposed Zoning Map Amendment meets several of the goals and actions of the Comprehensive Plan, including:

- **Objective A.11:** *Encourage development of vacant and underutilized parcels.*
- **Objective A.9:** *Maximize compatibility between existing and new development, while allowing for appropriate changes.*
  - **Action A.9.1**. *Require transition areas at edges of development.*

Concept Plan:

The area shaded in purple represents the proposed boundaries of the I-PUD, totaling 62.95-acres. Final site design would be determined at a later Development Plan stage. If the zoning map amendment is approved, eight (8) new lots would be subdivided within the I-PUD in a subsequent plat application.



Access and Traffic

Access into the site would be provided by the construction of a new access road connecting off Curtis Street. A 10-foot-wide path will also be required to be constructed along the south side of the new road. Final orientation, layout, and engineering of the new road shall be determined at the Development Plan stage.

Screening, Buffering, and Landscaping

The final details of the overall development landscaping plan will be reviewed and approved at the development plan stage.

Building Design

Building plans, designs, and elevations for all structures are to be determined and will be reviewed and approved at the Development Plan stage.

Signage and Lighting

A lighting plan and sign plan will be required and reviewed at the Development Plan Stage.

Procedures:

Should this rezoning request be approved, the applicant will be required to receive a Development Plan approval and plat of the site (including all easements, right-of-way, etc.) prior to the issuance of any building permits.

RECOMMENDATION

Staff recommends approval of the request with the conditions of approval outlined in the attached resolution.

ORDINANCE NO. 26-20

AN ORDINANCE APPROVING A REQUEST BY FED ONE DUBLIN, LLC TO REZONE APPROXIMATELY 62.95 ACRES FROM A-1 (AGRICULTURAL) AND I-2 (GENERAL INDUSTRIAL) TO I-PUD (INDUSTRIAL- PLANNED UNIT DEVELOPMENT) LOCATED WEST OF CURTIS STREET, NORTHWEST OF LONDON ROAD, AND SOUTH OF THE RAILROAD TRACKS.

WHEREAS, Fed One Dublin, LLC, 8400 Industrial Parkway, Plain City, Ohio 43064 requests rezoning and concept plan approval; and

WHEREAS, the City of Delaware Planning Commission at its meeting on April 8, 2026 recommended approval of the rezoning amendment with conditions and requirements; and

WHEREAS, Delaware City Council finds the facts submitted with the application and presented at the public hearing and any modifications, amendments, or supplementary conditions satisfy the standards and criteria for Planned Unit Development approval as per §1114.07 of the Zoning Code and;

WHEREAS, Delaware City Council finds that pursuant to §1114.13 of the Zoning Code, each and all of the permitted and conditional uses are appropriate for this specific Planned Unit Development; and

WHEREAS, Delaware City Council has voted to adopt the recommendation of the Planning Commission with modifications.

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

SECTION 1.

The zoning map referenced in §1110.02 of the Zoning Code is hereby further amended to change approximately 3.039 acres of land described in the attached "Exhibit A" from PMU, Planned Mixed Use Overlay to C-PUD, Commercial Planned Unit Development.

SECTION 2.

The following conditions and requirements shall apply:

1. The concept plan dated "April 8, 2026" illustrates the general layout of the development within this Planned Unit Development.
2. Uses permitted (P), conditionally permitted (C), and permitted as an

accessory use (A) in this Industrial Planned Unit Development are as follows:

Land Use	**Permitted Use**
a) Office	
1) Research and development facility	P
2) Office / Clerical	A
3) Training Facility	P
b) Storage and Distribution	
1) Distribution Facility	P
2) Warehouse or Indoor Storage Facility	P
3) Self-storage Facility	C
4) Micro fulfillment center	P
c) Outdoor Storage	
1) Storage (general) of materials	P
2) Storage of fleet vehicles for operation of principal use	P
d) Manufacturing and Processing	
1) Assembly and production facility utilizing products from previously and elsewhere prepared materials	P
2) Manufacture of products from raw materials	C
3) Meat packing	P
4) Chemical manufacture	P
5) Pharmaceuticals	P
6) Food and beverage production	P
7) Textiles, fabrics, and garments	P
e) Other	
1) Solar field	C
2) Wind energy system	C
3) Semiconductor and computer/IT production	P
4) Recycling facility	P
5) Public utility substation or distribution facility	P
6) Indoor Cultivation	P
7) Wireless telecommunication facility (see Chapter 1135)	P

Table 1: P= Permitted Use, C= Conditional Use, A= Accessory Use

3. Roads, Traffic, and Engineering:

    a. All comments and concerns of the City Engineer, including any stormwater and utility requirements, must be addressed through the Engineering and Utilities Departments prior to the release of any permits for this development.

    b. The applicant is required to complete a Traffic Impact Study (TIS). The TIS is required to be accepted by the City Engineer prior to submitting a development plan application. The applicant shall be responsible for any improvements and/or financial obligations of the TIS per the City Engineer.

    c. A cross-access easement and agreement is to be established and recorded with an adjacent property owner for emergency secondary access purposes at the time the subdivision plat is recorded.

4. Buffers, Landscaping, and Screening:

    a. Landscaping, screening, and buffers shall be determined at the Development Plan stage and shall at a minimum comply with Chapter 1121 of City Code requirements.

5. Pedestrian Access

    a. A 10-foot-wide multi-use path along the south side of a new access roadway shall be provided. Pedestrian facilities shall be established at the Development Plan stage.

6. Minimum building and parking setbacks shall be established at the Development Plan stage.

7. Signage requirements shall be determined at the Development Plan stage and shall require the submission of a comprehensive sign plan for the entire PUD.

8. A final subdivision plat to include all dedicated easements and right-of-way must be recorded prior to the release of permits.

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 Ohio Revised Code.

VOTE ON RULE SUSPENSION: YEAS_____NAYS_____ ABSTAIN_____

PASSED: _____, 2026 YEAS_____NAYS_____ABSTAIN_____

ATTEST: _____ _____
CITY CLERK MAYOR

Fed One Dublin, LLC

8400 Industrial Pkwy,

Plain City, OH 43064

Letter of Intent

Curtis Street Development

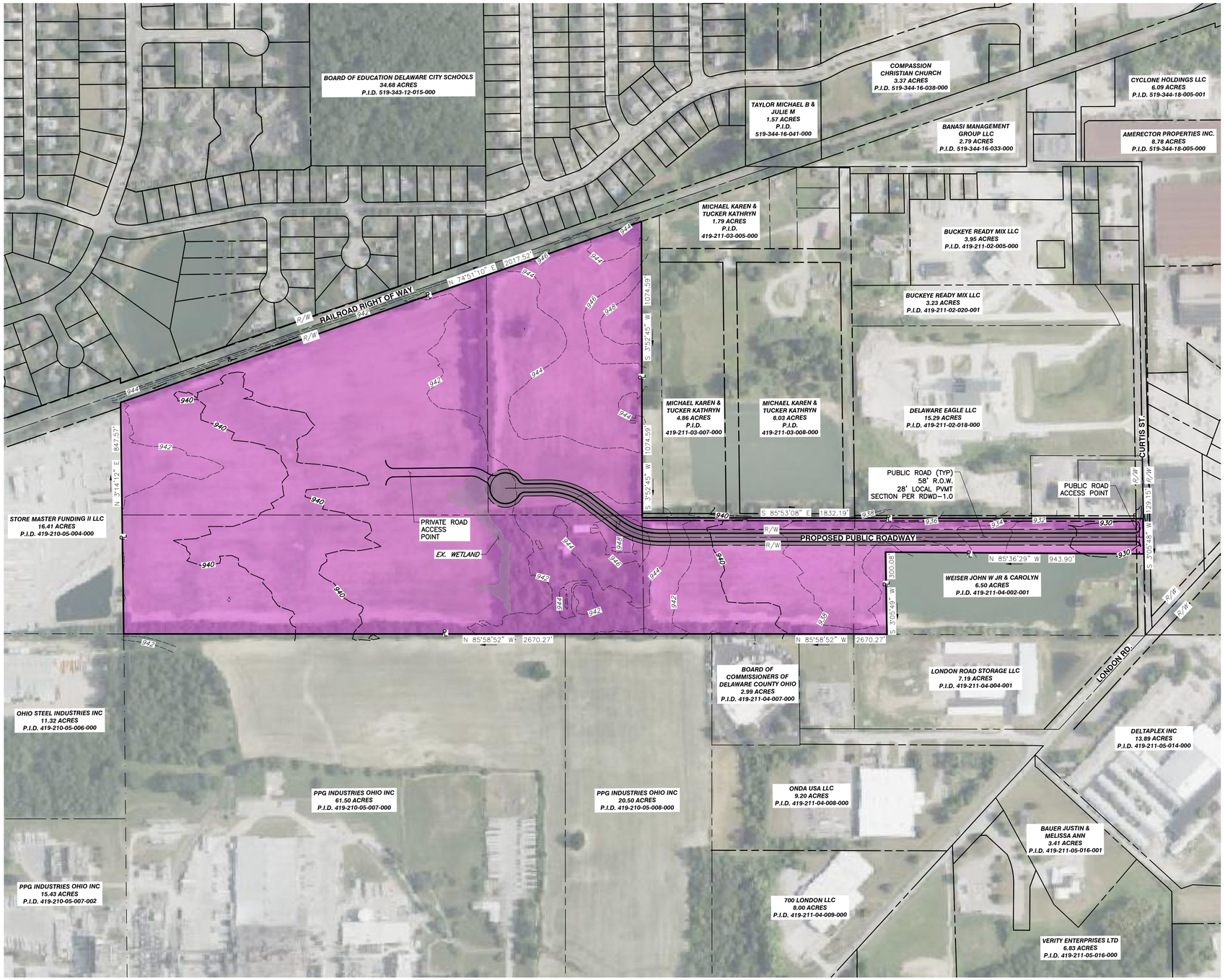
Fed One Dublin, LLC will be developing a site on the west side of Curtis St. and the northwest side of London Rd. for a new industrial development. The project site consists of approximately 62.95 acres and includes Delaware County Parcels 41921005002000, 41921005003000, 41921005001000, and 41921104001000 currently owned by Terry Reanna J.

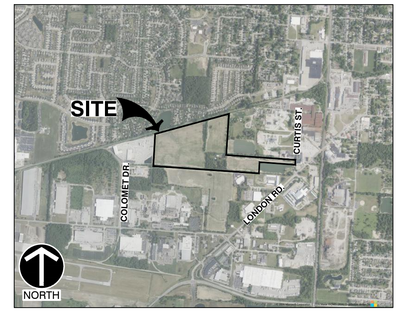
The proposed development will include eight (8) lots to be zoned I-PUD, along with associated public roadway improvements and utility extensions necessary to serve the site.

Fed One Dublin, LLC

Amy Huffman

Amy Biondi-Huffman 2/16/26





VICINITY MAP
1"=2000'

SCALE IN FEET
0 2000 4000

ZONING

CURRENT: AGRICULTURAL, AND I-2
PROPOSED: I-PUD

NOTE: LANDSCAPING, SCREENING, AND TREE PRESERVATION FOR THE SITE SHALL COMPLY WITH CHAPTERS 1121 AND 1122 OF THE CITY OF DELAWARE ZONING CODE.

CURTIS STREET DEVELOPMENT

PID: 419-211-04-001-000
419-210-05-002-000
419-210-05-003-000
419-210-05-001-000

PROPOSED USE: INDUSTRIAL

GROSS AREA: 62.95 ACRES

PROPOSED R/W AREA: 3.40 ACRES

NET AREA: 59.55 ACRES

BUFFER YARD REQUIREMENTS:

INDUSTRIAL–INDUSTRIAL: 0 FT
INDUSTRIAL–RESIDENTIAL: 30 FT

NOTE: THE EXISTING RAILROAD SERVES AS THE SOUND AND/OR LANDSCAPE BUFFER BETWEEN THE SUBJECT PROPERTY AND THE RESIDENTIALLY ZONED PROPERTY LOCATED TO THE NORTH.

SUBMITTAL RECORD

NO	DATE	DESCRIPTION
1		

ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE IN THE STATE OF NORTH CAROLINA WILL BE PROVIDED BY CEC SURVEYING AND LANDSCAPE ARCHITECTS OF NC, PLLC. LANDSCAPE ARCHITECTURE SERVICES IN THE STATE OF OHIO WILL BE PROVIDED BY CEC LANDSCAPE ARCHITECTS, LLC.

8800 Lyra Drive
Suite 300
Columbus, OH 43240
Ph: 614.540.6633
www.cecinc.com

Civil & Environmental Consultants, Inc.

FED ONE DUBLIN, LLC
CURTIS STREET DEVELOPMENT
CITY OF DELAWARE
DELAWARE COUNTY, OHIO

SITE PLAN

DATE:	FEB. 2026
DWG SCALE:	AS NOTED
PROJECT NO:	354-110
DRAWN BY:	TH
CHECKED BY:	AJY
APPROVED BY:	AJY

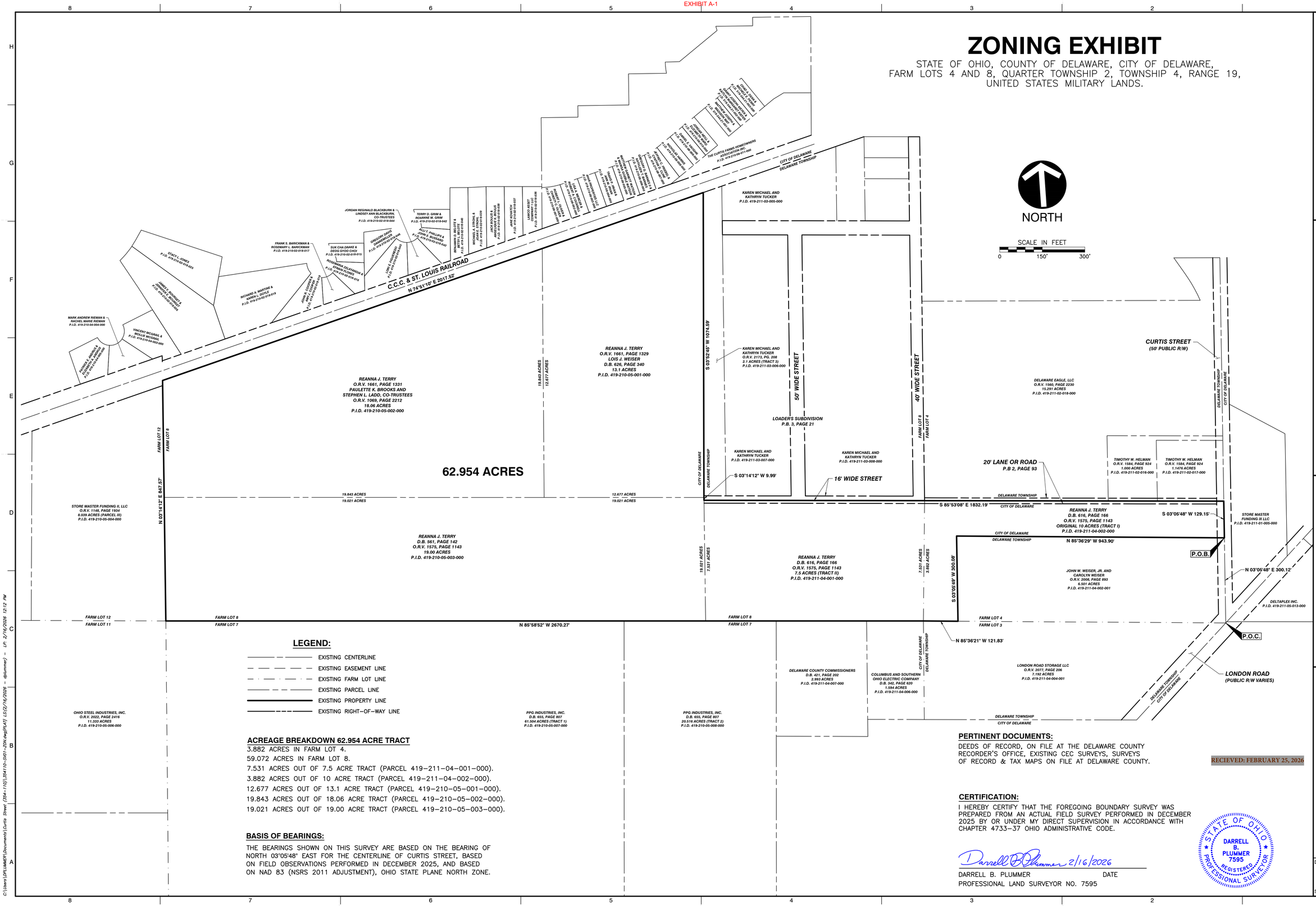
DRAWING NO.:
EXHIBIT
SHEET 1 OF 1

P:\350-399\354-110\-CAD\Dwg\CV01 - Rezone Plan\354110-CV01-Site Plan.dwg[SITE PLAN] LS(2/16/2026 - thesam) - LP: 2/16/2026 3:34 PM

EXHIBIT A-1

ZONING EXHIBIT

STATE OF OHIO, COUNTY OF DELAWARE, CITY OF DELAWARE,
FARM LOTS 4 AND 8, QUARTER TOWNSHIP 2, TOWNSHIP 4, RANGE 19,
UNITED STATES MILITARY LANDS.



LEGEND:

- EXISTING CENTERLINE
- EXISTING EASEMENT LINE
- EXISTING FARM LOT LINE
- EXISTING PARCEL LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT–OF–WAY LINE

ACREAGE BREAKDOWN 62.954 ACRE TRACT

3.882 ACRES IN FARM LOT 4.
59.072 ACRES IN FARM LOT 8.
7.531 ACRES OUT OF 7.5 ACRE TRACT (PARCEL 419–211–04–001–000).
3.882 ACRES OUT OF 10 ACRE TRACT (PARCEL 419–211–04–002–000).
12.677 ACRES OUT OF 13.1 ACRE TRACT (PARCEL 419–210–05–001–000).
19.843 ACRES OUT OF 18.06 ACRE TRACT (PARCEL 419–210–05–002–000).
19.021 ACRES OUT OF 19.00 ACRE TRACT (PARCEL 419–210–05–003–000).

BASIS OF BEARINGS:

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON THE BEARING OF NORTH 03°05'48" EAST FOR THE CENTERLINE OF CURTIS STREET, BASED ON FIELD OBSERVATIONS PERFORMED IN DECEMBER 2025, AND BASED ON NAD 83 (NSRS 2011 ADJUSTMENT), OHIO STATE PLANE NORTH ZONE.

PERTINENT DOCUMENTS:

DEEDS OF RECORD, ON FILE AT THE DELAWARE COUNTY RECORDER'S OFFICE, EXISTING CEC SURVEYS, SURVEYS OF RECORD & TAX MAPS ON FILE AT DELAWARE COUNTY.

RECIEVED: FEBRUARY 25, 2026

CERTIFICATION:

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PREPARED FROM AN ACTUAL FIELD SURVEY PERFORMED IN DECEMBER 2025 BY OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH CHAPTER 4733–37 OHIO ADMINISTRATIVE CODE.

STATE OF OHIO
DARRELL B. PLUMMER
7595
REGISTERED PROFESSIONAL SURVEYOR

Darrell B. Plummer 2/16/2026

DARRELL B. PLUMMER DATE
PROFESSIONAL LAND SURVEYOR NO. 7595

REVISION RECORD

NO	DATE	DESCRIPTION

8800 Lyra Drive
Suite 300
Columbus, OH 43240
Ph: 614.540.6633
www.cecinc.com

Civil & Environmental Consultants, Inc.

FED ONE CONSTRUCTION SERVICES, LTD
CITY OF DELAWARE
DELAWARE COUNTY, OHIO

62.954 ACRE TRACT

DATE:	FEBRUARY 2026
DWG SCALE:	1" = 150'
PROJECT NO:	354-110
DRAWN BY:	DBP
CHECKED BY:	JLV
APPROVED BY:	DBP

DRAWING NO.:
ZON

SHEET 1 OF 1

C:\Users\DPLUMMER\Documents\Curtis Street (354-110)\354110-SV01-ZON.dwg[Plot] 15:12 2/16/2026 - dplummer) - LP: 2/16/2026 12:12 PM

DESCRIPTION OF 62.954 ACRES

Situated in the State of Ohio, County of Delaware, City of Delaware, being part of Farm Lots 4 and 8, Quarter Township 2, Township 4, Range 19, United States Military Lands, being all of a 7.5 acre tract of land (Tract II), being part of an original 10 acre tract of land (Tract I), and being all of a 19.00 acre tract of land described in deed to Reanna J. Terry of record in Official Record Volume 1575, Page 1143, being all of a 13.1 acre tract of land described in deed to Lois J. Weiser of record in Deed Book 626, Page 340 and Renna J. Terry of record in Official Record Volume 1661, Page 1329, being all of an 18.06 acre tract of land described in deed to Paulette K. Brooks and Stephen L. Ladd, Co-trustees of record in Official Record Volume 1069, Page 2212 and Renna J. Terry of record in Official Record Volume 1661, Page 1331, all references being of record in the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

COMMENCING at the intersection of the centerline of London Road (public right-of-way varies) and the centerline of Curtis Street (50' public right-of-way);

Thence North 03°05'48" East, a distance of 300.12 feet with the centerline of said Curtis Street, to the northeast corner of a 6.501 acre tract of land described in deed to John W. Weiser, Jr. and Carolyn Weiser of record in Official Record Volume 2008, Page 893, and being the **POINT OF BEGINNING** of the tract to be described;

Thence **North 85°36'29" West**, a distance of **943.90 feet**, with the north line of said 6.501 acre tract, to the northwest corner of said 6.501 acre tract;

Thence **South 03°05'49" West**, a distance of **300.08 feet**, with the west line of said 6.501 acre tract to the southwest corner of said 6.501 acre tract, being on the south line of said 10 acre tract, and being on the north line of a 7.192 acre tract of land described in deed to London Road Storage LLC of record in Official Record Volume 2077, Page 206;

Thence **North 85°36'21" West**, a distance of **121.83 feet** with the south line of said 10 acre tract and with the north line of said 7.192 acre tract, to the southwest corner of said 10 acre tract being at the northwest corner of said 7.192 acre tract, being at the northeast corner of a 1.594 acre tract of land described in deed to Columbus and Southern Ohio Electric Company of record in Deed Book 342, Page 620, and being at the southeast corner of said 7.5 acre tract;

Thence **North 85°58'52" West**, a distance of **2670.27 feet** with the south line of said 7.5 acre tract, with the south line of said 19.00 acre tract, with the north line of said 1.594 acre tract, with the north line of a 2.993 acre tract of land described in deed to Delaware County Commissioners of record in Deed Book 421, Page 202, with the north line of a 20.516 acre tract of land (Tract 2) and with the north line of a 61.504 acre tract of land (Tract 1) described in deed to PPG Industries, Inc. of record in Deed Book 655, Page 807, to the southwest corner of said 19.00 acre tract, being at the northwest corner of said 61.504 acre tract, being at the northeast corner of an 11.333 acre of land described in deed to Ohio Steel Industries, Inc. of record in Official Record Volume 2022, Page 2416, and being at the southwest corner of an 8.039 acre tract of land (Parcel III) described in deed to Store Master Funding II, LLC of record in Official Record Volume 1148, Page 1934;

Thence **North 03°14'12" East**, a distance of **847.57 feet**, with the west line of said 19.00 acre tract, with the west line of said 18.06 acre tract, and with the east line of said 8.039 acre tract, to the northwest corner of said 18.06 acre tract and being on the south line of the C.C.C. & St. Louis Railroad;

Thence **North 74°51'10" East**, a distance of **2017.52 feet**, with the north line of said 18.06 acre tract, with the north line of said 13.1 acre tract, and with the south line of said railroad, to the northeast corner of said 13.1 acre tract and being at the northwest corner of a 2.1 acre tract of land (Tract 3) described in deed to Karen Michael and Kathryn Tucker of record in Official Record Volume 2173, Page 208;

Thence **South 03°52'45" West**, a distance of **1074.59 feet**, with the east line of said 13.1 acre tract and with the west line of said 2.1 acre tract, to the southeast corner of said 13.1 acre tract, being at the northeast corner of said 19.00 acre tract, and being on the west line of a 16 foot wide street dedicated in Loader's Subdivision of record in Plat Book 3, Page 21;

Thence **South 03°14'12 " West**, a distance of **9.99 feet** with the east line of said 19.00 acre tract and with the west line of said 16 foot wide street, to the northwest corner of said 7.5 acre tract;

Thence **South 85°53'08" East**, a distance of **1832.19 feet**, with the north line of said 7.5 acre tract, with the north line of said 10 acre tract, with the south line of said 16 foot wide street, with the south line of a 15.291 acre tract of land described in deed to Delaware Eagle, LLC of record in Official Record Volume 1560, Page 2230, with the south line of a 1.000 acre tract of land and with the south line of a 1.1476 acre tract of land described in deed to Timothy W. Helman of record in Official Record Volume 1584, Page 924, and with the centerline of a 20 foot lane or road dedicated in Plat Book 2, Page 93, to the northeast corner of said 10 acre tract, being at the southeast corner of said 1.1476 acre tract, and being on the centerline of said Curtis Street;

Thence **South 03°05'48" West**, a distance of **129.15 feet** with the west line of said 10 acre tract and with the centerline of said Curtis Street, to the **POINT OF BEGINNING** containing **62.954 acres**, there being 7.531 acres out of said 7.5 acre tract and Parcel Number 419-211-04-001-000, being 3.882 acres out of said 10 acre tract and Parcel Number 419-211-04-002-000, being 12.677 acres out of said 13.1 acre tract and Parcel Number 419-210-05-001-000, being 19.843 acres out of said 18.06 acre tract and Parcel Number 419-210-05-002-000, and being 19.021 acres out of said 19.00 acre tract and Parcel Number 419-210-05-003-000.

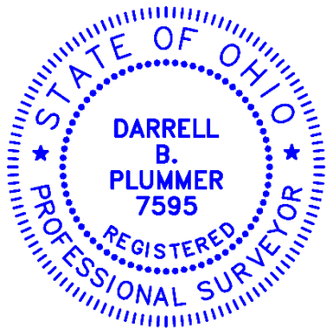
Basis of Bearings: The bearings shown on this survey are based on the bearing of North 03°05'48" East for the centerline of Curtis Street, based on field observations performed in December 2025, and based on NAD 83 (NSRS 2011 Adjustment), Ohio State Plane North Zone.

The above description is based on deeds of record and available existing surveys, the aforementioned description is not intended to be used for the transfer of real property. The acreages and distances shown are intended for zoning purposes only.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Darrell B. Plummer 2/16/2026

Darrell B. Plummer, P.S. Date
Professional Surveyor No. 7595



CITY OF DELAWARE
PLANNING COMMISSION
APRIL 8, 2026

I-PUD 26-4
CURTIS STREET REZONING

RESOLUTION
(AS AMENDED)

WHEREAS, Fed One Dublin LLC, 8400 Industrial Parkway, Plain City, OH 43064 has filed an application requesting to rezone 62.95-acres of land from A-1 (Agricultural) and I-2 (General Industrial) to I-PUD (Industrial Planned Unit Development) located west of Curtis Street, northwest of London Road, and south of the railroad tracks.

WHEREAS, a public hearing was held on April 8, 2026, by the City of Delaware Planning Commission, as required by law, at which time all people who wished to testify regarding the pending application were afforded the opportunity to give their comments at the public hearing; and

WHEREAS, the City of Delaware Planning Commission finds that the facts submitted with this PUD rezoning application and presented at the public hearing and any amendments, or supplementary conditions, satisfy the standards and criteria for PUD rezoning approval as per §1114.06 of the Planning and Zoning Code; and

WHEREAS, the City of Delaware Planning Commission finds that pursuant to §1114.06 of the Planning and Zoning Code, each and all excluded uses are inappropriate for this specific I-PUD; and

WHEREAS, the City of Delaware Planning Commission finds that the applicant's plans are in compliance with the City of Delaware Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED that the City of Delaware Planning Commission recommends to the City of Delaware City Council:

SECTION 1. That the Zoning Map referenced in §1110.02 of the Planning and Zoning Code be amended to rezone approximately 62.95 acres of land described in the attached Exhibit "A", A-1 (Agricultural) and I-2 (General Industrial) to I-PUD (Industrial-Planned Unit Development.)

SECTION 2.

1. The concept plan dated "April 8, 2026" illustrates the general layout of the development within this Planned Unit Development.
2. Uses permitted (P), conditionally permitted (C), and permitted as an

accessory use (A) in this Industrial Planned Unit Development are as follows:

Land Use	Permitted Use
a) Office	
1) Research and development facility	P
2) Office / Clerical	A
3) Training Facility	P
b) Storage and Distribution	
1) Distribution Facility	P
2) Warehouse or Indoor Storage Facility	P
3) Self-storage Facility	C
4) Micro fulfillment center	P
c) Outdoor Storage	
1) Storage (general) of materials	P
2) Storage of fleet vehicles for operation of principal use	P
d) Manufacturing and Processing	
1) Assembly and production facility utilizing products from previously and elsewhere prepared materials	P
2) Manufacture of products from raw materials	~~P~~ C
3) Meat packing	P
4) Chemical manufacture	P
5) Pharmaceuticals	P
6) Food and beverage production	P
7) Textiles, fabrics, and garments	P
e) Other	
1) Solar field	C
2) Wind energy system	C
3) Semiconductor and computer/IT production	P
4) Recycling facility	P
5) Public utility substation or distribution facility	P
6) Indoor Cultivation	P
7) Wireless telecommunication facility (see Chapter 1135)	P

Table 1: P= Permitted Use, C= Conditional Use, A= Accessory Use

3. Roads, Traffic, and Engineering:
    a. All comments and concerns of the City Engineer, including any

stormwater and utility requirements, must be addressed through the Engineering and Utilities Departments prior to the release of any permits for this development.

b. The applicant is required to complete a Traffic Impact Study (TIS). The TIS is required to be accepted by the City Engineer prior to submitting a development plan application. The applicant shall be responsible for any improvements and/or financial obligations of the TIS per the City Engineer.

c. A cross-access easement and agreement is to be established and recorded with an adjacent property owner for emergency secondary access purposes at the time the subdivision plat is recorded.

4. Buffers, Landscaping, and Screening:

   a. Landscaping, screening, and buffers shall be determined at the Development Plan stage and shall at a minimum comply with Chapter 1121 of City Code requirements.

5. Pedestrian Access

   a. A 10-foot-wide multi-use path along the south side of a new access roadway shall be provided. Pedestrian facilities shall be established at the Development Plan stage.

6. Minimum building and parking setbacks shall be established at the Development Plan stage.

7. Signage requirements shall be determined at the Development Plan stage and shall require the submission of a comprehensive sign plan for the entire PUD.

8. A final subdivision plat to include all dedicated easements and right-of-way must be recorded prior to the release of permits.

SECTION 3. These plans and all papers relating to the approved plan shall be submitted with this resolution to City Council.

The Clerk is directed to transmit this case to City Council for further determination as required by law.

PASSED: April 8, 2026 YEAS 4 NAYS 0
ABSTAIN 0

ATTEST: Sarah Dinan
CITY CLERK

Stacy Simpson (Apr 14, 2026 09:36:52 EDT)
CHAIRMAIN

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Ordinances
AGENDA SECTION:	**7:25 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-23**
SUBJECT:	Ordinance No. 26-23, an ordinance amending Chapter 1303 International Property Maintenance Code and adopting new Chapter 1311 Exterior Property maintenance code.

SUGGESTED ACTION:

ATTACHMENTS:

1303-1311 FS-2nd ord 26-23.docx
ord 26-23,1303-1311 ORDINANCE.doc
Amended Exhibit A.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 10

DATE: 5/11/2026

ORDINANCE NO: 26-23

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES **(May 11, 2026) at 7:25 PM)**

TO: Mayor and Members of City Council

FROM: Paul J. Brake, ICMA-CM, CEcD, City Manager

VIA: Sandra Pereira, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING CHAPTER 1303: INTERNATIONAL PROPERTY MAINTENANCE CODE AND CREATING CHAPTER 1311: EXTERIOR PROPERTY MAINTENANCE CODE

BACKGROUND:

In years past, the City has adopted the International Property Maintenance Code (IPMC) by reference for property maintenance, and we are currently operating under the 2021 IPMC. In reviewing code enforcement procedures, staff felt it would be beneficial to create a new chapter within our code that specifically addresses exterior property maintenance and the majority of the concerns the officers see on a day-to-day basis. This ordinance would amend Chapter 1303 to adopt the most recent version of IPMC, which would primarily address internal property maintenance issues, and create a new Exterior Property Maintenance Code, to address issues with the exteriors of properties.

Additions to the code are red and underlined and removals are ~~red and have a strikethrough.~~ Chapter 1303 contains comments describing the reasons for changes (most are for filling in blanks in the IPMC template). Chapter 1311 is a completely new chapter but does contain markups of changes made between the first reading and the second.

The edits that have been made since the first reading are as follows:

Chapter 1311:

- Provisions that were originally in Chapter 905, Grass & Weeds were moved into the “Yard Area Maintenance” section and updated the notification requirements.
- Pollinator space "permit" changed to a "registry", based on comments at the first reading.
- Undeveloped parcels over five acres require that a 50’ buffer be mowed around the perimeter of the property.

Chapter 1303:

- Under “Appeals” the provision to provide notices for neighbors has been removed. Appealing the decision of an official wouldn't warrant notifying any neighbors.

REASON WHY LEGISLATION IS NEEDED:
The charter requires that any amendments to the Code of Ordinance be reviewed and approved by City Council

PRESENTER(S):
Sandra Pereira, Planning and Community Development Director

RECOMMENDATION:
Approval

ATTACHMENT(S)
Ordinance
Amended Exhibit A

ORDINANCE NO. 26-23

AN ORDINANCE AMENDING CHAPTER 1303 INTERNATIONAL PROPERTY MAINTENANCE CODE AND ADOPTING NEW CHAPTER 1311 EXTERIOR PROPERTY MAINTENANCE CODE

WHEREAS, The building code of the City of Delaware must be updated on a regular basis to reflect changes in standards and reference to ensure that the maintenance standards set forth in Part 13 of the code of ordinances are adhered to.

WHEREAS, a new exterior property maintenance code will ensure transparency and efficiency in enforcing exterior property maintenances standards

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

SECTION 1. Amendments to Chapter 1303 and addition the of Chapter 1311 as outlined in the attached "Exhibit A" are hereby 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 Ohio Revised Code.

VOTE ON RULE SUSPENSION: YEAS____ NAYS____
ABSTAIN____

PASSED: _____, 2026 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

CHAPTER 1303. INTERNATIONAL PROPERTY MAINTENANCE CODE[1]

1303.01. Adoption.

There is hereby adopted and incorporated by reference herein, in order to protect the public health, safety, and welfare in all existing structures, residential and nonresidential, and on all existing premises by establishing minimum requirements and standards for premises, structures, buildings, equipment, and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, occupancy, and for safe and sanitary maintenance; fixing the responsibility of the owners, operators and occupants; regulating the occupancy and use of existing structures and premises and providing for the administration and enforcement of that certain code known as the International Property Maintenance Code ~~2021~~ 2024 as published by The International Code Council, Inc. subject to the modifications hereinafter set forth.

Commented [SP1]: Adopt 2024 IPMC

(Ord. 22-56. Passed 6-13-22)

1303.02. File copies.

Copies of the International Property Maintenance Code adopted herein are on file with the Clerk of Council for inspection by the public ~~and in the County Law Library~~. The Clerk of Council also has copies available for distribution to the public at cost.

(Ord. 22-56. Passed 6-13-22)

1303.03. Amendments.

The International Property Maintenance Code 2024~~1~~ adopted herein is hereby modified in the manner respectively indicated:

(a) ~~(a)~~ 101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Delaware, hereinafter referred to as "this code."

(b) 102.8.1 Conflicts. In any case where a provision of this IPMC is found to be in conflict with a provision of any zoning, building, fire, safety, health, or other regulation, the provision of which establishes a higher standard for the promotion and protection of the safety and health, the conflicting provision shall prevail. In any case where any provision of Chapter 1311 Exterior Property Maintenance Code conflicts with the IPMC, Chapter 1311 Exterior Property Maintenance Code shall prevail.

Commented [SP3]: Expand on conflicts, specifically with new Chapter 1311

[1]Editor's note(s)—Ord. 22-56, §§ 1—2 (Exhibit A), adopted June 13, 2022, repealed the former Ch. 1303, §§ 1303.01—1303.03, and enacted a new Ch. 1303 as set out herein. The former Ch. 1303 pertained to similar subject matter and derived from Ord. 91-59, passed July 22, 1991; Ord. 97-98, passed October 27, 1997; and Ord. 09-37, passed June 8, 2009.

Cross reference(s)—Littering and deposits of refuse - see GEN. OFF. 521.08; Weeds - see S.U. & P.S. Ch. 905; Sidewalks - see S.U. & P.S. Ch. 909

State law reference(s)—Adoption by reference - see Ohio R.C. 731.231

(c) 103. Code compliance agency.

1. Enforcing Agency. The City of Delaware Planning and Community Development Department is the enforcing agency of this code and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.
2. Appointment. The code official shall be appointed by the Director of Planning and Community Development.
3. Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Director of Planning and Community Development shall have the authority to appoint a deputy code official, other related technical officers, inspectors, and other employees. Such employees shall have powers as delegated by the code official.
4. Fees. All fees are established by Council and set forth in the City of Delaware Fee Schedule.

(d) 106. Means of appeal. The Board of Zoning Appeals shall serve as the Board of Appeals for this Chapter. Appeals may be brought by any person, or by any government officer, board, or department of the City, deeming themselves to be adversely affected by a final decision of the Director of Planning and Community Development, Code Official, or by any administrative officer of the City deciding matters relating to this code.

1. Initiation of Appeal. Applications for appeal shall be filed with the Director of Planning and Community Development upon the forms provided, within thirty (30) days after the date of any adverse final order, requirement, decision, or determination. Failure to file a notice of appeal within such thirty (30) days shall constitute a waiver of the right of appeal. The application for appeal shall include reference to the final decision and the provision of this Zoning Ordinance from which the appeal is sought, and reasons for the appeal as well as all requirements set forth in the application checklist on file in the Planning and Community Development Department, unless items are determined by the Director to be inapplicable and are waived. The Director of Planning and Community Development shall transmit to the Board the record upon which the action appealed was taken from.
2. Public Hearing by the Board. When an application for appeal has been filed in proper form and the application fee has been paid, the Director of Planning and Community Development shall immediately place the request upon the calendar for public hearing before the Board of Zoning Appeals. The Board of Zoning Appeals shall hold such public hearing within forty-five (45) days after the receipt of an application for an appeal from the Director of Planning and Community Development or applicant. The Board may recess such hearings from time to time, and, if the time and place of the continued hearing is publicly announced at the time of the adjournment, no further notice shall be required. Any person in interest may appear at the public hearing in person, by agent, or by attorney.
3. ~~Notice of Public Hearing. The property owner requesting the appeal shall submit the name(s) and address(es) of all record title holders within 200 feet of the property to which such appeal relates to the Clerk/Secretary of the Board of Zoning Appeals at the time the application for the appeal or variance is filed. "Record title holder" shall mean the title holder of such property as disclosed by the records of the County Auditor.~~
3. Notice of the hearing shall be given by posting on the City's website for the ten-day period referenced in subsection (2).
4. All notices shall be mailed at least ten (10) days before the date of said public hearing. All notices shall set forth the time, place and nature of the proposed appeal.
5. Failure of delivery of such notices shall not invalidate action taken on such application.
6. Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Director of Planning and Community Development from whom the appeal is taken certifies to the

Commented [SP4]: Different structure than IPMC outlines

Commented [SP5]: Appeals do not require notice to neighbors. Section removed after first reading.

Board, after the notice has been filed with him or her, that by reason of facts stated in the certificate of building and zoning compliance, a stay would in his or her opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by restraining order, which may be granted by the Board or by a competent court having lawful jurisdiction.

7. Review by the Board. The Board of Zoning Appeals shall review the appeal. The Board may call upon the City Manager for assistance from City departments and professional consultants in performance of its duties. Such City departments or consultants shall render such assistance to the Board as may reasonably be required.

8. Decision by the Board. Within its powers, the Board of Zoning Appeals may reverse or affirm, wholly or in part, the decision being appealed, and to that end shall have all the powers of the officers from whom the appeal is taken, and it may direct the issuance of a permit or certificate.

9. Within forty-five (45) days after the public hearing, unless an extended period of time is mutually agreed upon by the applicant and the Board, the Board of Zoning Appeals shall either approve, approve with supplemental conditions, or disapprove the request for appeal. If the Board fails to act within such period of time, the appellant may determine the appeal has been denied.

10. A certified copy of the Board's decision shall be transmitted to the applicant, or appellant, and a copy shall be filed with the Director of Planning and Community Development.

11. Any person(s) aggrieved by the decision of the Board may appeal to the Court of Common Pleas of Delaware County within thirty (30) days after the filing of the Board's decision.

12. Once the appellant has received the Board's decision, he/she may submit an application for a certificate of building and zoning compliance that complies with the Board's decision. A copy of the Board's decision shall be attached to the application.

(e) ~~Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with section 111.4 shall be deemed guilty of a criminal or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.~~ 109.4 Notice. Whenever the code official determines that a violation of any provision of this code exists, a notice of violation shall be issued. Such notice of violation shall:

1. Be in writing;

2. Identify the violation;

3. Include a statement of the reason or reasons why the notice of violation is being issued and refer to the chapters of this Chapter being violated; and

4. State the date by which the violation shall be corrected and provide a reasonable time in which to correct the violation.

5. Service of a notice of violation shall be by either:

6. Personal delivery to the person or persons responsible; or

7. Certified mail addressed to the person or persons responsible at the last known address; or

8. Posted in a conspicuous place on the occupied premises.

Commented [SP6]: Moved, language remains

Commented [SP7]: Consistency with new Chapter 1311

9. After the notice of violation is served, no work shall proceed on any building or premises included in the notice except to correct the violation or violations identified in the notice or to comply with the notice

(f) 303.2 Enclosures. Private swimming pools, hot tubs and spas, shall be enclosed by a fence or other proper barrier and maintained in accordance with Section 1130.04 (k) of the Planning and Zoning Code.

Commented [SP8]: Reference Zoning Code

(g) 304.14 Insect screens. During the period from January 1 to December 31 every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Commented [SP9]: Add required Dates

(h) 602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from January 1 to December 31 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied. Exceptions: 1. Processing, storage and operation areas that require cooling or special temperature conditions.2. Areas in which persons are primarily engaged in vigorous physical activities.~~Section 109.3 is hereby revised to read as follows:~~

Commented [SP10]: Add required Dates

~~109.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with section 111.4 shall be deemed guilty of a criminal or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.~~

~~(b) Outdoor Furniture. No person shall place, use, keep, store, sell, collect, leave, permit, or maintain or suffer to remain outdoors any couches, chairs, tables, mattresses, rugs, or other furniture or appliances not expressly manufactured for outdoor use in any yard, porch, balcony, roof, or any other area outside of a building not fully enclosed on four sides by a combination of walls, windows, or screens designed to keep insects and water intrusion out but permit airflow, except that the following shall be exempt from these provisions:~~

~~(1) Furniture or appliances placed in the required outdoor location allocated for the collection of garbage, or refuse or recyclable materials, in accordance with the requirements of the City of Delaware garbage, refuse and recycling service, for the purpose of having such furniture removed from the premises.~~

~~(2) Furniture or appliances temporarily placed in an outdoor location in for it to be offered for sale, with the following conditions:~~

~~A. Such furniture or appliance that is offered for sale as part of a garage, yard, or other home sale in accordance with and as authorized by the Codified Ordinances of the City of Delaware.~~

~~B. Such furniture or appliance shall only be placed outside during the hours of 8:00 a.m. and 6:00 p.m.~~

~~C. No more than one sign not exceeding one square foot in area is placed on or in close proximity to such furniture explicitly indicating that it is for sale; and~~

~~D. No furniture or appliance shall be offered for sale separate from a garage, yard, or other home sale as authorized by the Codified Ordinances of the City of Delaware by the same person, group, or Civic Association or on the same property longer than three consecutive days or more than three times in a calendar year.~~

~~E. No furniture or appliance shall be allowed to be rained on, snowed on, or otherwise become inundated with water or other liquid either by act of nature or human activity.~~

Commented [SP11]: Moved to new 1311. Exterior Property Maintenance Code

(Ord. 09-37. Passed 6-8-09; Ord. 22-56. Passed 6-13-22)

1303.04. Penalty.

This penalty section replaces and supersedes Section 107~~9~~.4 of the International Property Maintenance Code 202~~4~~4.

(a) Prosecution of Violation. Any person who shall violate a provision of this Code or fails to comply with a notice of violation or order served in accordance with this Code, or with any requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. A violation shall be classified as a minor misdemeanor for the person's first offense and shall be classified as a fourth-degree misdemeanor for every subsequent offense. ~~1. Whoever violates a division of Section 1303, or the International Property Maintenance Code 2021, shall be deemed guilty of a minor misdemeanor and shall be punished by a fine not exceeding one hundred fifty dollars ($150.00). A separate offense shall be deemed committed each day during or on which a violation occurs. If, within two years of the offense, the offender has previously been convicted of or pleaded guilty to a violation of this section involving the same property, a violation of this section is a misdemeanor of the fourth degree, punishable by not more than 30 (thirty) days in jail, a fine not exceeding two hundred fifty dollars ($250.00) or both. If, within three years of the offense, the offender has previously been convicted of or pleaded guilty to two or more violations of this section involving the same property, a violation of this section is a misdemeanor of the third degree, punishable by not more than 60 (sixty) days in jail, a fine not exceeding five hundred dollars ($500.00) or both. The owner or tenant of any building, premises, or part thereof, and any architect, builder, contractor, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.~~

Commented [SP12]: Consistent with what was added in Chapter 1311

(Ord. 22-56. Passed 6-13-22)

CHAPTER 1311. EXTERIOR PROPERTY MAINTENANCE CODE

1311.01. Scope.

This Exterior Property Maintenance Code is limited to the establishment of minimum standards for the maintenance of exterior surfaces and exterior functioning units of all structures, buildings, and uses within the City, including lot and yard areas within the City. No provisions of this Code shall, in any way, directly or indirectly, be interpreted to interfere with, or to limit the right of any owner or resident to inhabit real property owned or leased by them in such a manner and form as they may determine appropriate, consistent with other applicable provisions of law. This Code is directed to obvious exterior visual conditions which may lead to the violation of this Code within the City.

1311.02. Purpose.

The purpose of this Code is to protect the public health, safety, and welfare by establishing a minimum standard governing the maintenance, appearance, and exterior condition of all premises and uses throughout the City of Delaware; to fix certain responsibilities and duties upon owners, residents, and managers of the same as to both separate and correlative responsibilities and duties; to authorize and establish procedures for the exterior inspection of such premises and uses; to affix penalties for the violations of this Code; and to provide a process for the repair, demolition, or vacation of premises unfit for human habitation, occupancy, or use. This Code is hereby declared to be remedial and essential for the public interest, and it is intended that this Code be construed and interpreted to effectuate the purposes as stated herein.

1311.03. Severability.

Each chapter, section, paragraph, sentence, clause, phrase, or other divisible part of this Exterior Property Maintenance Code is hereby declared to be severable and if any such chapter, section, paragraph, sentence, clause, phrase, or other divisible part is declared unconstitutional or otherwise invalid by any court of competent jurisdiction in a valid judgment or decree, such unconstitutionality or invalidity shall not affect any of the remaining chapters, sections, paragraphs, sentences, clauses, phrases, or other divisible part of this Chapter since the same would have been enacted without the incorporation into this Chapter of such unconstitutional or invalid chapter, section, paragraph, sentence, clause, phrase, or other divisible part.

1311.04. Applicability.

(a) Every building, residential structure, lot, and yard owner shall comply with the provisions of this Code, whether or not such building, lot, yard, or use shall have been constructed, altered, or repaired before or after the enactment of this Code, and without regard to any permits or licenses which shall have been issued for the use or occupancy of the building premises, for the construction or repair of the building or use, or for the installation or repair of equipment or facilities prior to the effective date of the Code.

(b) This Code establishes minimum standards for the initial and continued occupancy and use of all such structures and properties and does not replace or modify standards otherwise established for the construction, repair, alteration, or use of the building. Where there is mixed occupancy, residential or nonresidential use shall be regulated by and subject to the provisions of this Code.

1311.05. Conflict of laws.

(a) In any case where a provision of this Exterior Property Maintenance Code is found to be in conflict with a provision of any zoning, building, fire, safety, health, or other regulation, the provision of which establishes a higher standard for the promotion and protection of the safety and health, the conflicting provision shall prevail.

(b) In any case where a provision of this Exterior Property Maintenance Code conflicts with the International Property Maintenance Code as referenced in Chapter 1303 of the Codified Ordinances, this Exterior Property Maintenance Code shall prevail.

1311.06. Definitions.

For the purpose of this Code, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural, and the plural shall include the singular; the word "building" shall include the word "structure", and the word "shall" is mandatory and not directory.

(a) "Animal waste" means feces, waste eliminated from the bowels; excrement. See also "garbage", "refuse", "rubbish" and "waste".

(b) “Commercial vehicles” means step or step up vans, heavy trucks, semi-trailers, truck tractors, tractor trailers, moving vans, delivery trucks, box trucks, dump trucks, tow trucks, wreckers, buses, school buses, cranes, draglines, earthmovers, bulldozers, backhoes, trenchers or similar vehicles. The term also applies to any commercial vehicles which are used or licensed as a recreational vehicle and any vehicles used as a platform to hoist cranes, compressors, tank(s), ladder trucks, or similar equipment or as a means of transporting or storing a commercial vehicle.

(c) "Deterioration" means the condition or appearance of the exterior of the building, or part thereof, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting, or other evidence of physical decay, neglect, or lack of maintenance.

(d) "Dilapidated" means having fallen into a state of disrepair or deterioration, as through neglect; broken-down and shabby.

(e) "Exterior of the premises" means those portions of a building which are exposed to public view and the open space of any premises outside of any building.

(f) "Final notice" means that a Notice of Violation has been served according to this Code, and the persons named have failed to comply within the time allowed.

(g) "Garbage" means food wastes, as from a kitchen. See also "animal waste", "refuse", "rubbish" and "waste".

(h) "Infestation" means the presence of insects, rodents, vermin, or other pests on the premises which constitute a health hazard as defined by the local health authority.

(i) “Junk vehicle” means a vehicle that meets one or more of the following:

(1) The vehicle is without a valid current registration and/or license plate;

(2) The vehicle is without or missing fully inflated tires, has missing wheels/motor/transmission, and/or lacks any type of support under it;

(3) The vehicle has a substantially damaged or missing windshield, door(s), motor, transmission, or other similar major part;

(4) The vehicle is motorized but is incapable of being moved under its own power;

(5) The vehicle is abandoned;

(6) The vehicle is primarily being used for the purpose of storage.

(j) “Junk” means scrap metal, vehicular parts, or any dismantled, partially dismantled, non-operative or discarded machinery, equipment, or part thereof. Any worn out, cast-off or discarded item, article or material which is ready for destruction or has been collected or stored for salvage or conversion to some other use. Any item of tangible personal property designed to be used in an environment protected from the elements, such as inside a building, shall be presumed junk if the item is stored outside. Such items include, but are not limited to, mattresses, furniture, appliances, electronics, power tools, and clothing.

(k) “Native plant pollinator garden” means an intentionally installed and maintained area featuring plants native to the state of Ohio that support pollinators like bees, butterflies, and other insects.

(l) “Noxious weeds” means those plants listed in Chapter 901:5-37 of the Ohio Administrative Code, titled “Prohibited Noxious Weeds”.

(m) "Nuisance" means that which is defined by the statutes of the State of Ohio, including but not limited to Ohio R.C. 3767.41(2)(a). "Public nuisance" means a building that is a menace to the public health, welfare, or safety; that is structurally unsafe, unsanitary, or not provided with adequate safe egress; that constitutes a fire hazard, is otherwise dangerous to human life, or is otherwise no longer fit and habitable; or that, in relation to its existing use, constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

(n) "Occupancy" means any person living and/or sleeping in a dwelling unit or having an actual possession of said dwelling unit or any person who leases or rents a non-residential building, structure, or any portion thereof.

(o) "Owner" means any person who, alone or jointly or severally with others, shall have legal or equitable title to any premises, with or without the accompanying actual possession thereof; or shall have charge, care, or control as owner or agent of the owner; or as executor, administrator, trustee, receiver, or guardian of the estate, or as a mortgagee in possession.

(p) "Person" includes any individual, corporation, association, partnership, trustee, lessee, agent, or assignee.

(q) "Pests" means fungus, insect, nematode, rodent, weed or other form of terrestrial or aquatic life form that is injurious to human or farm animal health, or interferes with economic activities.

(r) "Premises" means a lot, plot, or parcel of land, including the buildings or structures thereon.

(s) "Refuse" means all solid wastes (except body wastes) including, but not limited to garbage, rubbish, ashes, dead animals, pet and animal wastes, industrial wastes, or the accumulation of brush, broken glass, stumps, and roots that present a safety hazard which present an objectionable odor, unsanitary and/or safety hazard. See also "animal waste", "garbage" "refuse" and "waste".

(t) "Rubbish" means solid waste consisting of both combustible and non-combustible wastes such as, but not limited to paper, wrappings, tin cans, rubber, wood, glass, crockery, plastics, and similar materials. See also "animal waste", "garbage", "refuse" and "waste".

(u) “Tarp” means a piece of material, typically water resistant or waterproof, designed for protecting exposed objects or areas. Materials may include, but not be limited to canvas, urethane coated polyester, and plastics.

(v) "Undergrowth" means the brush (small trees and bushes and ferns etc.) growing beneath taller trees in a wood or forest; low plants, saplings, and shrubs growing beneath the trees in a forest.

(w) "Waste" means comprised mainly of vegetable matter, which is capable of being decomposed by microorganisms. See also "animal waste", "garbage", "refuse" and "rubbish".

(x) "Weeds" means those plants listed in Chapter 901:5-37 of the Ohio Administrative Code, titled "Prohibited Noxious Weeds" and grass, brush vines, or other plants which may create, directly or indirectly, a health hazard or unsanitary condition.

1311.07. Enforcement.

(a) Enforcing Agency. The City of Delaware Planning and Community Development Department is the enforcing agency for this Code and the designated official in charge thereof shall be known as the "Code Official." The function of the agency shall be the implementation, administration, and enforcement of the provisions of this Code.

(b) Appointment. The Code Official shall be appointed by the Director of Planning and Community Development.

(c) Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the City Manager, the Director of Planning and Community Development shall have the authority to appoint a deputy code official, other related technical officers, inspectors, and other employees. Such employees shall have powers as delegated by the Code Official.

(d) Fees. All fees are established by Council and set forth in the City of Delaware Fee Schedule.

1311.08. Inspection.

Upon complaint filed with the City of Delaware, via either written or oral communication, or upon initiative of the Code Official, all buildings, premises, and uses within the City are subject to exterior inspections.

1311.09. Maintenance and responsibility.

(a) The owner and/or manager of every structure or use shall be responsible for maintaining the exterior surfaces of the same in conformance with the provisions of this Code.

(b) The owner and/or manager of every structure or use shall be responsible for maintaining the yard area contiguous thereto in conformance with the provisions of this Code.

(c) The owner and/or manager of every yard or lot shall be responsible for maintaining their yard and/or lot area in conformance with the provisions of this Code.

(d) No owner and/or manager shall be relieved from the obligations of, nor be entitled to defend, any violation by reason of any contract or agreement between them and any other person.

1311.10. General exterior maintenance requirements.

(a) The exterior surfaces of all structures or uses, whether functional or decorative, shall be maintained in good repair and structurally sound. Any exterior part or feature thereof having functional use shall be capable of performing the use for which such part or feature was designed.

(b) The entire yard area extending up to and including the lot line in all directions shall be in compliance with the definitions of this Chapter.

1311.11. Exterior surfaces.

(a) All exterior surfaces of every structure or use shall be maintained so as to resist decay or deterioration from any naturally occurring cause.

(1) Green moss covered or moldy exteriors shall be cause for cleaning.

(2) All exterior surfaces shall be covered with paint, finish, or other surface-coating so as to prevent such decay and deterioration.

(b) An exterior wall segment(s), facing, or other distinguishable surface area determined by the Code Official to have bare, peeling, flaking, pitted, or corroded areas, or otherwise showing deterioration, will require the wall segment(s), facing, or other distinguishable surface area to be surface coated in its entirety. If the surface to be coated is a portion of a larger structure, such surface coating shall be compatible in color, texture, and design with the entire structure.

(c) Any deteriorated or decayed exterior walls, doors, porches, floors, step railing, or parts or features thereof, shall be repaired or replaced.

(d) Any damaged or broken windows, screens, or shutters and deteriorated or decayed sill, sash, molding, lintel, frame, or trim thereof, shall be repaired or replaced.

1311.12. Foundations.

The foundation of every structure or use shall be maintained in such condition and repair as to prevent damage to the structural integrity of the same.

1311.13. Roofs, gutters, downspouts, and chimneys.

(a) The roof of every structure or use shall be maintained weather tight. All missing shingles, or other roofing materials, shall be replaced with materials of similar kind, nature, design, and color as the original thereof. If any roof segment(s), or distinguishable portion thereof, is determined by the Code Official to have missing or deteriorated shingles, or other roofing material, then the roof segment(s) or distinguishable portion thereof shall be replaced or repaired with materials of similar kind, nature, design, and color as the original thereof.

(b) Any structure or use having gutters and/or downspouts in place shall be maintained in such a manner as to keep such gutters and/or downspouts free of exterior rust, corrosion, and debris. Such rust, corrosion, and debris which may develop in the course of ordinary use of the same, shall be removed, painted, or otherwise surface coated as to keep such gutters and/or downspouts free of visible rust or corrosion.

1311.14. Yard area maintenance.

(a) Refuse.

(1) No furniture, mattresses, household furnishings, rugs, appliances, junk vehicles, or vehicle parts, machinery, and construction equipment, or construction equipment parts shall be placed or stored in any yard area or use.

(2) Exterior property areas of all premises or uses shall be kept free of debris, objects, materials, rubbish, garbage, refuse, animal waste, and infestations, or conditions that create a health, accident, or fire hazard, or are a public nuisance, or constitute a blighting or deteriorating influence on the neighborhood.

(b) Grass and Weeds. Premises and exterior property, including pavements, gutters, dedicated portions of the street, alley, easement, sidewalk or right-of-way abutting the owner's premises shall be maintained free from tall grass and weeds in excess of ten inches (10").

(1) For the purposes of this Code, grass and weeds which attain a height exceeding ten inches (10") in height constitute a health hazard.

(2) Notice to Cut. When the code official determines that such weeds and/or grass exist, notice shall be posted on the violating property, ordering the cutting and removal of such weeds, and/or noxious grasses. If the property is vacant, notice shall be mailed to the mailing address documented in the records of the County Auditor.

A. If the owner, occupant, or any other person, firm or corporation, having the care of the lands mentioned in Section 1311.14 (b), fails to comply with the notice provided within five (5) business

days, the City shall cause such noxious weeds and grass to be cut and removed. Such cutting and removal shall be at the owner's expense and the costs, together with an administrative fee as provided in the Fee Schedule in Section 197.02, shall be assessed against the lot or land.

~~(1)~~B. Only one notice per calendar year is required for a lot or parcel. If, after a notice has been served in accordance with this section, the code official determines that a subsequent violation has occurred, the City may proceed with the remedy set forth in subsection 1311.14(b(2)(A) without further notice.

~~(2)~~(3) This subsection shall not apply to premises or parts thereof on which such growth may be reasonably demonstrated to be used for agricultural, horticultural, or native plant pollinator spaces provided these uses meet the following requirements:

A. Do not encroach into a neighboring property, public right-of-way, or public sidewalks.

B. Do not contain any plants defined as weeds or noxious weeds.

C. Do not create a line-of-sight concern.

D. Are located within defined beds.

E. ~~Have received a permit~~Have been registered with ~~from~~ the Planning and Community Development Department.

~~E.~~(4) This subsection shall not apply to any undeveloped parcel over five (5) acres, which shall only require that the parcel be mowed fully once in the spring and once in the fall. The remainder of the year, a fifty- foot-buffer around the perimeter of the entire property shall be kept free of grass and weeds above ten (10) inches.

(c) Maintenance of Trees, Hedges, Vines, and Shrubbery. All vegetation including trees, hedges, vines, and shrubs, shall be maintained so as to not cause a line-of-sight concern, impede on neighboring properties, or block windows, egress doors, or garage doors.

(d) Accessory Structures and Fences.

(1) All structures or uses located in the yard areas such as sheds, barns, garages, bins, and the like, shall be maintained in good repair, structurally sound and in conformance with other provisions of this Code having regard to foundations, roofs, and exterior surfaces.

(2) Any broken, rusted, deteriorated, or decayed fence, yard enclosure, or other device or structure located in the yard area contiguous to any structure or use shall be maintained in the condition as intended. This includes but is not limited to leaning or damaged fences, fences missing slats, missing sections, broken supports or blocks or any other materials that are otherwise broken or damaged in such a way as to present a deteriorated or blighted appearance. All materials shall be uniform, compatible, and consistent with the design thereof.

(d) Ground Surface Hazards. Holes, cracks, excavations, breaks, projections, and obstructions at any place on the premises which are a hazard to persons using the premises shall not be permitted.

(e) Junk Vehicles. Except as provided for in other regulations, junk vehicles as defined in this Chapter shall not be parked, kept, or stored on any premises outside of a fully enclosed building, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

(1) Only car covers purposefully designed and formed to fit a vehicle may be used to screen any junk, inoperable, or unlicensed motor vehicle.

(f) Parking and Storage of Vehicles.

(1) Commercial, Construction, and Industrial Vehicles and Equipment.

A. The overnight parking or storage outside a fully enclosed building of any commercial vehicle is prohibited within any residentially zoned districts or on any lot used for residential purposes.

B. The overnight parking or storage of heavy trucks, semi-trailers, truck tractors, tractor trailers or similar vehicles is prohibited within any commercially zoned district or on any lot used for commercial purposes, except in areas designated and provided for standing, loading and unloading services.

C. The overnight parking outside of a fully enclosed building of any commercial vehicle within any commercial district is prohibited, with the exception of vehicles owned by the business and vehicles making scheduled deliveries to the commercial property.

(2) Recreational vehicles. All recreational vehicles stored or parked within the city, other than those districts in which the commercial storage of recreational vehicles is permitted, shall be in accordance with the following regulations:

A. No recreational vehicle shall be used for living or sleeping when parked or stored on a residential lot.

B. No more than two recreational vehicles are permitted to be located on a lot outside of a fully enclosed building.

C. Recreational vehicles parked or stored shall not be connected to any utilities other than for maintenance purposes.

D. Excluding the use of existing nonconforming gravel driveways, as described in (4)(A), all recreational vehicles, visiting or otherwise, shall be wholly parked in a parking area or driveway of Portland cement concrete, bituminous/asphalt concrete or continuous brick paver surface and in a manner so as to not obstruct the view of traffic.

(3) Yard Parking. No person shall park or leave unattended, or cause to leave parked or unattended, any vehicle wholly or partially within any yard of any residential or commercial property unless such vehicle is wholly within a driveway or parking area.

(4) Driveways and/or parking areas must be constructed of an improved surface and shall be maintained in a good state of repair. New residential structures must have the driveway paved within six months of receiving a certificate of occupancy from the Building Department.

A. All driveways and/or parking areas must be constructed by using standard engineering practices for the purposes of accommodating vehicular parking, ingress and egress to the property. Existing driveways and/or parking areas of gravel or similar materials may be maintained as a gravel driveway so long as the area of the driveway and/or parking area is not expanded.

B. If any part of the driveway and/or parking area is expanded, the full driveway and/or parking area shall be constructed of an improved surface and shall be maintained in a good state of repair. New driveways must conform to the requirements of 1130.04 (d) & (m) of the Planning and Zoning Code.

C. In the event that frequent trips through any yard created an unpaved driveway, evidenced by the creation of a drive path, the activity must cease and the lawn must be repaired, or said area must be paved in compliance with this section.

D. This section does not apply during times of emergency due to acts of nature, as determined by the City Manager, including but not limited to the following situations: to accommodate vehicles of persons visiting a home for not more than 72 hours, and/or during the time that a resident is moving in or out of a residence.

(5) Trailers. Trailers of any kind shall meet all requirements of division (4) above and shall be limited to no more than two trailers and/or recreational vehicles outside of a fully enclosed building, within residential districts.

(g) Storage of Construction Materials. With the exception of approved storage yards, construction materials shall not be stored outside of a fully enclosed building unless used for an ongoing project for no longer than 120 days.

(h) Storage of Firewood. Firewood may be stored upon residential property solely for use on the premises and not for resale. Firewood stored outdoors on a residential property shall be stored in the following manner:

(1) Cut/split and prepared for use.

(2) In neat, stable, and secure stacks not exceeding five feet (5') in height and 48 inches in width.

(3) Not stored in the front yard.

(4) Not in a deteriorating, mold-producing, or rotting state.

(i) Use of Tarps. The use of tarps for building and roof repairs shall not exceed sixty (60) days. Tarps shall not be used for screening, enclosures, awnings, or the covering of vehicles, outdoor items, or junk with the exceptions of the storage of firewood as set forth in Section 1311.14(g).

(g) Lawns. On developed parcels, lawns must be established and maintained in areas surrounding structures or any area not covered by landscaping, gardens, driveways, and/or parking areas in order to prevent erosion of soil.

(h) Outdoor Furniture. No person shall place, use, keep, store, sell, collect, leave, permit, or maintain or suffer to remain outdoors any couches, chairs, tables, mattresses, rugs, or other furniture or appliances not expressly manufactured for outdoor use in any yard, porch, balcony, roof, or any other area outside of a building not fully enclosed on four sides by a combination of walls, windows, or screens designed to keep insects and water intrusion out but permit airflow, except that the following shall be exempt from these provisions:

(1) Furniture or appliances placed in the required outdoor location allocated for the collection of garbage, or refuse or recyclable materials, in accordance with the requirements of the City of Delaware garbage, refuse and recycling service, for the purpose of having such furniture removed from the premises.

(2) Furniture or appliances temporarily placed in an outdoor location to be offered for sale, with the following conditions:

A. Such furniture or appliance is offered for sale as part of a garage, yard, or other home sale in accordance with and as authorized by the Codified Ordinances of the City of Delaware.

B. Such furniture or appliance shall only be placed outside during the hours of 8:00 a.m. and 6:00 p.m.

C. No more than one sign not exceeding one square foot in area is placed on or in close proximity to such furniture explicitly indicating that it is for sale.

D. No furniture or appliance shall be offered for sale separate from a garage, yard, or other home sale as authorized by the Codified Ordinances of the City of Delaware by the same person, group,

or Civic Association or on the same property longer than three consecutive days at any time and no more than three times in a calendar year.

E. No furniture or appliance shall be allowed to be rained on, snowed on, or otherwise become inundated with water or other liquid either by act of nature or human activity.

(i) Swimming Pools, Spas, and Hot Tubs.

(1) Swimming pools, spas, and hot tubs shall be maintained in a clean and sanitary condition, and in good repair.

(2) Enclosures. Private swimming pools, hot tubs, and spas greater than twelve feet (12') in diameter shall be enclosed by a fence or other proper barrier and maintained in accordance with Section 1130.04 (k) of the Planning and Zoning Code.

(j) Keeping of Beehives. The keeping of honeybees in single-family residential and agricultural areas is permitted under the following conditions:

(1) Beehives shall not be permitted on lots less than 7,500 square feet. No more than four hives shall be kept on lots between 7,500 and 15,000 square feet. Additional hives may be added on lots greater than 15,000 square feet, at the rate of one additional hive per 5,000 square feet. On larger lots, so long as all hives are situated at least 200 feet from any property line, there shall be no maximum number of hives.

(2) Hives shall not be located within 20 feet of any property line and must be located in the rear yard. Where a hive is situated within 50 feet of a property line, the beekeeper shall establish and maintain a flyway barrier, which must be six feet in height from adjacent grade, consisting of a solid wall, privacy fence, or dense shrubs, that is parallel to the property line so that all bees are forced to fly at an elevation of at least six feet above ground level over the property lines in the vicinity of the hive. Hives that are situated ten feet or more above the grade of the nearest property line are exempted from the required flyway. All hives shall be situated on the property so the front of the hive faces away from the nearest adjacent property.

(3) The owner/operator of the hive(s) must be a resident in a dwelling located on the same lot on which the hive(s) are registered and operated.

(4) Colony registration required. All colonies must be registered with the Ohio Department of Agriculture pursuant to R.C. § 909.02 and/or all applicable state and other governmental agencies. Each hive shall be marked with the owner's approved apiary identification number, as assigned by the Ohio Department of Agriculture, clearly visible on the outside of the hive, without having to move or lift the hive.

(5) Maintenance of colonies. The maintenance of each colony shall meet the following conditions:

A. Colonies shall be maintained in movable frame hives;

B. Adequate space shall be maintained in the hive to prevent overcrowding and swarming;

C. Colonies shall be re-queened following any swarming or aggressive behavior. No Africanized bees shall be intentionally introduced into the hives. Should Africanized bees be found dwelling in any hive, the owner/operator shall take immediate action to eradicate the Africanized bees as swiftly as possible.

D. A convenient source of water shall be made available to the bees at all times and shall be located within 15 feet of all hives on the property. This will reduce their dependence on other water sources where they may interfere or have unnecessary contact with humans, birds, or domestic pets.

(6) Enforcement. Enforcement of this provision shall commence immediately with all existing hives to be brought into conformance within 12 months of the date of this section.

(k) Pursuant to and consistent with Chapter 1149 of the Planning and Zoning Code, those small animals and birds listed in Section 1138.05 shall be kept only in conditions that limit odors and noise and the attraction of insects and rodents so as not to cause a nuisance to occupants of nearby buildings or properties and not to cause health hazards. Furthermore, such animals and birds shall not be kept in a manner that is injurious or unhealthful to the animals being kept on the property.

1311.15. Infestation.

All structures, and the premises thereof, shall be maintained free of vermin, rodents, and other pests, and free of sources of breeding, harborage, and infestation by such vermin, rodents, and other pests.

(1) Grounds, buildings and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform to the requirements of the local health authority.

(2) Grounds shall be maintained free of accumulations of debris which may provide rodent harborage or breeding places for flies, mosquitoes and other pests.

(3) Storage areas shall be maintained as to prevent rodent harborage; lumber, pipe and other building material shall be stored at least eighteen (18) inches above the ground.

(4) Where the potential for insect and rodent infestation exists, all exterior openings in or beneath any structure shall be appropriately screened with wire mesh or other suitable materials.

(5) The growth of brush, weeds, and grass shall be controlled to prevent harborage of ticks, chiggers and other noxious insects. Grounds shall be so maintained as to prevent the growth of ragweed, poison ivy, poison oak, poison sumac, and other noxious weeds considered to be detrimental to health. Open areas shall be maintained free of heavy undergrowth of any description.

1311.16 Notice of violation.

(a) Unlawful Acts. It shall be unlawful for a person, firm, or corporation to be in conflict with or in violation of any of the provisions of this Code.

(b) Notice of Violation. Whenever the Code Official determines that a violation of any provision of this Code exists, a notice of violation shall be issued. Such notice of violation shall:

(1) Be in writing;

(2) Identify the violation;

(3) Include a statement of the reason or reasons why the notice of violation is being issued and refer to the sections of this Chapter being violated;

(4) Advise the individual of the right to appeal the notice of violation to the Board of Zoning Appeals as set forth in Section 1311.17; and

(5) State the date by which the violation shall be corrected and provide a reasonable time in which to correct the violation.

(c) Service of a notice of violation shall be by either:

(a) Posting in a conspicuous place on the occupied premise; or

(b) Personal delivery to the person or persons responsible; or

(c) Certified mail addressed to the person or persons responsible at the last known address.

(d) Prosecution of Violation. Any person who shall violate a provision of this Code or fails to comply with a notice of violation or order served in accordance with this Code, or with any requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. A violation shall be classified as a minor misdemeanor for the person's first offense and shall be classified as a fourth-degree misdemeanor for every subsequent offense.

(e) City's Right to Abatement of Violation. The imposition of the penalties herein prescribed shall not preclude the Director of Planning and Community Development, Code Official, or City Attorney from instituting appropriate action to restrain, correct or abate a violation, or to abate a public nuisance or other condition in violation of any of the Codified Ordinances that poses a threat to the public health, safety and welfare, or to prevent illegal occupancy of a building, structure, or premises, or to stop an illegal act, conduct, business or utilization of the building, structure, or premises as set forth in this Code or any of the Codified Ordinances, or through any other action or remedy available at law or in equity.

1311.17. Appeals.

The Board of Zoning Appeals shall serve as the Board of Appeals for this Chapter. Appeals may be brought by any person, or by any government officer, board, or department of the City, deeming themselves to be adversely affected by a final decision of the Director of Planning and Community Development, Code Official, or by any administrative officer of the City deciding matters relating to this Code.

(a) Initiation of Appeal. Applications for appeal shall be filed with the Director of Planning and Community Development upon the forms provided, within thirty (30) days after the date of any adverse final order, requirement, decision, or determination. Failure to file a notice of appeal within such thirty (30) days shall constitute a waiver of the right of appeal. The application for appeal shall include reference to the final decision and the provision of this Zoning Ordinance from which the appeal is sought, and reasons for the appeal as well as all requirements set forth in the application checklist on file in the Planning and Community Development Department, unless items are determined by the Director to be inapplicable and are waived. The Director of Planning and Community Development shall transmit to the Board the record upon which the action appealed was taken from.

(b) Public Hearing by the Board. When an application for appeal has been filed in proper form and the application fee has been paid, the Director of Planning and Community Development shall immediately place the request upon the calendar for public hearing before the Board of Zoning Appeals. The Board of Zoning Appeals shall hold such public hearing within forty-five (45) days after the receipt of an application for an appeal from the Director of Planning and Community Development or applicant. The Board may recess such hearings from time to time, and, if the time and place of the continued hearing is publicly announced at the time of the adjournment, no further notice shall be required. Any person in interest may appear at the public hearing in person, by agent, or by attorney.

(c) Stay of Proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the Director of Planning and Community Development from whom the appeal is taken certifies to the Board, after the notice has been filed with him or her, that by reason of facts stated in the certificate of building and zoning compliance, a stay would in his or her opinion cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by restraining order, which may be granted by the Board or by a competent court having lawful jurisdiction.

(d) Review by the Board. The Board of Zoning Appeals shall review the appeal. The Board may call upon the City Manager for assistance from City departments and professional consultants in performance of its duties. Such City departments or consultants shall render such assistance to the Board as may reasonably be required.

(e) Decision by the Board. Within its powers, the Board of Zoning Appeals may reverse or affirm, wholly or in part, the decision being appealed, and to that end shall have all the powers of the officers from whom the appeal is taken, and it may direct the issuance of a permit or certificate.

(1) Within forty-five (45) days after the public hearing, unless an extended period of time is mutually agreed upon by the applicant and the Board, the Board of Zoning Appeals shall either approve, approve with supplemental conditions, or disapprove the request for appeal. If the Board fails to act within such period of time, the appellant may determine the appeal has been constructively denied and pursue any available remedies at law or in equity.

(2) A certified copy of the Board's decision shall be transmitted to the applicant, or appellant, and a copy shall be filed with the Director of Planning and Community Development.

(3) Any person(s) aggrieved by the decision of the Board may appeal to the Court of Common Pleas of Delaware County within thirty (30) days after the filing of the Board's decision.

1311.18. Abatement procedures.

The imposition of the penalties herein prescribed shall not preclude the Director of Planning and Community Development, Code Official, or City Attorney from instituting appropriate action to restrain, correct or abate a violation or failure to comply with this Code, according to the following procedures:

(a) Abatement Procedure for Non-Motor Vehicle Nuisances. The Code Official shall authorize the removal of junk or noxious weeds at the expense of the property owner together with an administrative fee as established by the City of Delaware Fee Schedule.

(b) Abatement Procedure For Motor Vehicle Nuisances. Upon information that a Final Notice involving a motor vehicle nuisance has not been complied with, the Code Official will advise the City Attorney. The City Attorney will authorize the Code Official, Police Department, and/or appropriate City officials to remove or direct the removal of the motor vehicle for purposes of impounding the motor vehicle.

(1) Whenever the City impounds a motor vehicle in violation of this Chapter, as authorized herein, the Code Official shall, in a timely manner, give or cause to be given notice in writing to the owner of the fact of such impoundment and the reasons therefore and the place to which the vehicle has been removed.

1311.19. Certification to Delaware County Auditor.

If the bill for abatement or correction is not paid within thirty (30) days after submission, City Council shall certify said costs, together with any administrative fees and penalties, to the Delaware County Auditor for placement on a tax duplicate to be collected as other taxes for return to the City, as per this Chapter and a lien shall be assessed upon the property from the date of certification.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Nicolas Langford, Economic Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	**7:30 PM PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 26-24**
SUBJECT:	Ordinance No. 26-24, an ordinance approving and authorizing the City Manager to execute a Community Reinvestment Area Agreement and School Compensation Agreements with PPG Industries Ohio, Inc. for real property improvements at 760 Pittsburgh Drive (parcel numbers 41921005007000, 41921005007003, and 41921005008000).

SUGGESTED ACTION:

ATTACHMENTS:

fact sheet PPG_CRA_Final_Updated.docx
PPG_CRA_Ordinance_langford.docx
Project Saturn - PPG CRA Agreement (PPG Legal 3.3) - 4932-5301-4164.2.docx
PPG_Project_Saturn_DACC_JVSD_Agreement_signature_ready4.20.26 - signed.pdf
PPG Resolution from DCS.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 11

DATE: 5/11/2026

ORDINANCE NO: 26-24

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES **5/11/2025 at 7:30 PM)**

TO: Mayor and Members of City Council

FROM: Paul Brake, City Manager

VIA: Nic Langford, Director of Economic Development

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND SCHOOL COMPENSATION AGREEMENTS WITH PPG INDUSTRIES OHIO, INC FOR REAL PROPERTY IMPROVEMENTS AT 760 PITTSBURGH DRIVE (PARCEL NOS.41921005007000, 41921005007003, AND 41921005008000).

BACKGROUND:

PPG INDUSTRIES OHIO, INC. ("PPG") has applied for a 100%/15-YEAR Community Reinvestment Area (CRA) Tax Abatement for the construction and expansion of a ±120,000 square foot manufacturing facility, including warehousing, manufacturing, laboratories, offices, and conference space, located at 760 Pittsburgh Drive (Parcel Nos. 41921005007000, 41921005007003, and 41921005008000).

The proposed project represents an estimated $140,000,000+ investment in real property improvements (exclusive of machinery and equipment), with total project investment estimated at approximately $280,000,000.
PPG currently employs approximately 478 employees at the project site and is committed to creating approximately 100 new full-time jobs over a three-year period.
The project is located within the School Districts of both Delaware City Schools and Delaware Area Career Center. As part of the incentive structure, PPG and

the School Districts have entered into School Compensation Agreements whereby PPG will make fixed annual PILOT payments of $48,000 to Delaware City Schools and $2,250 to Delaware Area Career Center per year for the duration of the CRA term.

This CRA request supports continued investment and long-term retention of a major advanced manufacturing employer in the City of Delaware, while generating new employment and payroll growth.

COMMITTEE RECOMMENDATION:
N/A

FISCAL IMPACT(S):
N/A

POLICY CHANGES:
N/A

PRESENTER(S):
Nic Langford, Director of Economic Development

RECOMMENDATION:
Approval

ATTACHMENT(S)
CRA Inventives Application
JVSD Compensation Agreement (DACC)
DCS Compensation Agreement (Delaware City Schools)
CRA Agreement (To Be Executed After Ordinance Approval)
Map Exhibit of Project Location

ORDINANCE NO. 26-24

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNITY REINVESTMENT AREA AGREEMENT AND SCHOOL COMPENSATION AGREEMENTS WITH PPG INDUSTRIES OHIO, INC. FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS AT 760 PITTSBURGH DRIVE (PARCEL NOS.41921005007000, 41921005007003, AND 41921005008000)

WHEREAS, the City has encouraged development of, and investment in, real property located in designated Community Reinvestment Areas (CRAs) pursuant to ORC Chapter 3735; and

WHEREAS, this Council, by Ordinance No. 25-21, authorized real property tax abatements for commercial/industrial new construction for up to 100% of new building value for a maximum term of 15-years, with the percentage of new building value abated and the term of the abatement to be determined on a case-by-case basis; and

WHEREAS, PPG Industries Ohio, Inc. (the "Company") proposes to construct and expand a manufacturing facility of approximately 120,000 square feet, including warehousing, manufacturing, laboratories, offices, and conference space, on property located at 760 Pittsburgh Drive, Delaware, Ohio (Delaware County Parcel Nos. 41921005007000, 41921005007003, and 41921005008000) (the "Project"); and

WHEREAS, the City desires to authorize a fifteen-year (15-year), one hundred percent (100%) real property tax exemption (the "CRA Tax Abatement") for the increase in assessed value of the Project's real property improvements to induce the Company to construct the Project, all as set forth in the proposed Community Reinvestment Area Agreement now on file with the Clerk of Council (the "CRA Agreement"); and

WHEREAS, this Council has determined that the Company is qualified by financial responsibility and business experience to construct, own, and operate said Project in a manner that will add to the economic environment in the City; and

WHEREAS, the Project is located in the Delaware City School District and the Delaware Area Career Center, and the Board of Education of the Delaware City School District and the Board of Education of the Delaware Area Career Center have been notified of the proposed CRA Agreement in accordance with Ohio Revised Code Sections 3735.671 and 5709.83; and

WHEREAS, this Council desires to authorize and approve the CRA Tax Abatement, the CRA Agreement, the Delaware City School District Compensation

Agreement, and the Delaware Area Career Center Compensation Agreement with the Company and authorize the City Manager to execute such agreements on behalf of the City.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DELAWARE, STATE OF OHIO THAT:

SECTION 1. This Council hereby grants the CRA Tax Abatement for the Project, consisting of real property tax exemptions equal to one hundred percent (100%) of the assessed valuation for each new commercial and industrial structure at the Project Site for fifteen (15) years commencing in the first year for which any structure in the Project would first be taxable were structure not exempted from taxation. This Council also hereby approves the CRA Agreement in substantially the form on file with the Clerk of Council.

SECTION 2. The City Manager is hereby authorized to: (a) execute and deliver the CRA Agreement, the Delaware City School District Compensation Agreement, and the Delaware Area Career Center Compensation Agreement on behalf of the City in substantially the forms on file with the Clerk of Council, as such forms may be modified or amended consistent with this Ordinance and approved by the City Attorney, (b) carry out the terms of such agreements, and (c) take such other actions as may be necessary to implement the Project, the CRA Agreement, and the School Compensation Agreements.

SECTION 3. This Council hereby authorizes the City Manager, the City Attorney, the Finance Director, and the Director of Economic Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance, the terms and conditions of the CRA Agreement and School Compensation Agreements, and the requirements and policies of the City of Delaware's Community Reinvestment Area Program.

SECTION 4. Pursuant to Section 3735.671 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of the CRA Agreement to the Director of the Ohio Department of Development within fifteen days after the CRA Agreement is entered into. On or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the Mayor, Housing Officer, or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development a status report required under Section 3735.672 of the Ohio Revised Code.

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 of any of its committees that resulted in those

formal actions were in meetings open to the public, in compliance with the law including Ohio Revised Code Section 121.22.

SECTION 6. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

VOTE ON RULE SUSPENSION: YEAS____ NAYS____

ABSTAIN____

PASSED: _____, 2026 YEAS____ NAYS____

ABSTAIN____

ATTEST: _____ _____
CITY CLERK MAYOR

COMMUNITY REINVESTMENT AREA AGREEMENT

THIS COMMUNITY REINVESTMENT AREA AGREEMENT (this "**Agreement**") is made and entered into as of this [___] day of [_____], 2026 (the "**Effective Date**"), by and between the CITY OF DELAWARE, OHIO, an Ohio municipal corporation with an address at 1 South Sandusky Street, Delaware, Ohio 43015 (the "**City**") and PPG Industries Ohio, Inc., a Delaware corporation having its principal offices at One PPG Place, Pittsburgh, PA 15272, together with its permitted successors and assigns (the "**Owner**"). The City and the Owner are collectively referred to herein as the Parties (the "**Parties**").

WITNESSETH:

WHEREAS, on July 23, 2001, the City Council (the "**Council**") passed Res. No. 01-52 (the "**First CRA Legislation**"), designating certain real property within the City as a Community Reinvestment Area ("**CRA**"); and,

WHEREAS, the Council amended the First CRA Legislation, including by Res. No. 04-39 passed by the Council on July 12, 2004 (the "**Second CRA Legislation**"), Res. No. 22-07 passed by the Council on February 7, 2022 (the "**Third CRA Legislation**"), Res. No. 24-41 (the "**Fourth CRA Legislation**"), and Ord. 25-21 passed by the Council on May 12, 2025 (the "**Fifth CRA Legislation**" and, collectively with the First CRA Legislation, the Second CRA Legislation, the Third CRA Legislation, the Fourth CRA Legislation, and the Fifth CRA Legislation, the "**CRA Enabling Legislation**"); and,

WHEREAS, the CRA Enabling Legislation declared the remodeling of existing residential, commercial, and industrial structures as well as the construction of new residential, commercial, and industrial structures within CRA to be a public purpose for which the City may grant exemptions from real property taxation pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "**CRA Act**"); and,

WHEREAS, the Ohio Department of Development determined the CRA contained the characteristics required under Ohio Revised Code Section 3735.66 and subsequently certified the CRA as CRA No. 041-01135-01; and,

WHEREAS, the City has determined to authorize CRA Exemptions (as defined herein) to encourage the redevelopment and development of real property located within the City (as described more particularly in **Exhibit A** attached to and incorporated into this Agreement, the "**Property**" with each parcel comprising the Property being a "**Parcel**"), which Property is entirely within the boundaries of the CRA, all in order to enable economic stability, maintain and augment real property values, and generate new employment opportunities within the City; and,

WHEREAS, the Owner intends to construct and equip a new approximately 120,000-square-foot manufacturing facility expansion, including possible uses of warehousing, manufacturing, laboratories, offices, and conference space, together with related site and infrastructure improvements, on the Property (the "**Project**"), provided that the appropriate development incentives are available to support the economic viability of the Project; and,

WHEREAS, the Housing Officer, or the Housing Officer's designee, determined that the Owner is qualified to receive CRA Exemptions (as defined herein), and recommended the Council of the City approve this Agreement in order to provide one or more CRA Exemptions (as defined herein) for the Project with respect to any structure or any portion of any structure to be used for commercial purposes at the Property (with each separately identifiable structure with respect to the Project and applicable appurtenances thereto being known as a "**Building**"), all pursuant to the terms of the CRA Act, the CRA Enabling Legislation, the CRA Agreement Approval Legislation, and this Agreement; and,

WHEREAS, the Property is located within the Delaware City School District (the "**Schools**") and the Delaware Area Career Center Joint Vocational School District (the "**JVSD**", which together with the Schools may be referred to as the "**School Districts**"), and each of the respective boards of education of the School Districts have been notified by the City, including a copy of this Agreement, not later than fourteen (14) days prior to the date on which the Council formally approved this Agreement, all in accordance with the CRA Act and Ohio Revised Code Section 5709.83, provided however, the School Districts are not required to approve this Agreement pursuant to Ohio Revised Code Section 3735.671(A)(2); and,

WHEREAS, pursuant to Ordinance No. [_____] passed by the Council of the City on [_____] [__], 202[_], as may be amended from time-to-time (the "**CRA Agreement Approval Ordinance**"), the Council of the City formally approved this Agreement and authorized the CRA Exemptions with respect to each of the remodeled and newly constructed Buildings at the Property as a result of the Project; and,

WHEREAS, pursuant to Ohio Revised Code Sections 3735.67(A) and 3735.671(A) and in conformance with the terms required by Ohio Revised Code Section 3735.671(B), the City and the Owner now desire to formalize 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 City and the Owner from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties herein agree as follows:

Section 1. Recitals; Project. The above recitals are incorporated into this Agreement as if fully set forth herein. The cost of the investments to be made in connection with the Project by the Owner are estimated to cumulatively exceed one hundred forty million dollars ($140,000,000.00) (exclusive of any amounts for the acquisition of machinery and equipment, furniture and fixtures and inventory). The Parties agree and acknowledge that the estimates provided in this Section 1 are good faith estimates and shall not be construed in a manner that would limit the amount or term of any CRA Exemptions (as defined herein) granted pursuant to the terms of this Agreement. The Parties recognize that the costs associated with the Project may increase or decrease and that costs do not necessarily equal otherwise taxable value. Total Project investment, including machinery and equipment, is currently estimated at approximately $280,000,000.

Section 2. Project Schedule. The Owner currently estimates that there are four hundred seventy-eight (478) employees of the Owner employed at the Property. The Owner

currently estimates that the Project will result in approximately one hundred (100) full-time equivalent employment opportunities at the Property, with hiring estimated to occur over a three (3) year period beginning with approximately fifteen (15) employment opportunities in calendar year 2026, approximately fifty-five (55) employment opportunities in calendar year 2027, and approximately thirty (30) employment opportunities in calendar year 2028. The Owner currently estimates that the employment of full-time equivalent employees at the Property will result in approximately $45,257,831 of total payroll each calendar year. The Owner intends the current four hundred seventy-eight (478) employment opportunities will be retained by the Owner in connection with the Project. The Parties agree and acknowledge that the estimates provided in this Section 2 are good faith estimates and shall not be construed in a manner that would limit the amount or term of any CRA Exemption (as defined herein) granted pursuant to the terms of this Agreement. The Parties recognize that the employment, types of employment and payroll estimates associated with the Project may increase or decrease and that the Owner presently anticipates that all employees at the Property as a result of the Project will be hired by the Owner, and future Third-Party Transferees and Occupants (each as are further defined herein), or their respective lessees or operators.

Section 3. CRA Exemption.

Pursuant to the CRA Act, the CRA Enabling Legislation, the CRA Agreement Approval Ordinance, and subject to the terms and conditions of this Agreement, the Council of the City has authorized: a tax exemption with respect to the Project for a period of fifteen (15) years in an amount equal to one-hundred percent (100%) of the increase in the assessed value attributable to the remodeled or newly constructed Buildings or portions of Buildings to be used for commercial purposes on the Parcels comprising the Property (the "**CRA Exemption**"). For the avoidance of doubt, the CRA Exemption applies only to the increased assessed value above the current assessed value attributable to the remodeled or newly constructed improvements for the Project and does not apply to the value of land, existing improvements that are not redeveloped, remodeled or refurbished, or personal property currently existing at the Project.

For each separately identifiable Building or portion of any Building used for commercial purposes, the applicable CRA Exemption shall first apply in the tax year that the improvements, construction or remodeling of the Project would first be taxable were that property not hereby exempted from taxation such Building or portion of such Building would first be taxable but for Ohio Revised Code Sections 3735.67, 3735.671, subject to the terms of the CRA Agreement Approval Ordinance and this Agreement. For purposes of clarity, no CRA Exemption shall commence after tax year 2030 for taxes payable in calendar year 2031 (i.e., tax lien date January 1, 2030) nor extend beyond tax year 2044 for taxes payable in calendar year 2045 (i.e., tax lien date January 1, 2044), in each case, other than by reason of force majeure.

The Housing Officer, or the Housing Officer's designee, shall, upon completion of the Project as evidenced by the issuance of one or more certificates of occupancy issued by the City with respect to the Building or portion of any Building for which a CRA Exemption is sought, forward to the Delaware County Auditor a certification of the eligibility of such commercial remodeling or construction attributable to the Buildings or portions of Buildings at the Property to be placed on the tax list and duplicate by the Delaware County Auditor as exempt property as

required by Ohio Revised Code Section 3735.67(C).

Section 4. Payment of Non-Exempt Taxes.

A. The Owner shall pay such taxes and real property taxes, if any, as are not exempted under this Agreement and charged against such Owner's Property (including Buildings if applicable) and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within sixty (60) days of Owner's receipt of written notice thereof, all CRA Exemptions granted under this Agreement with respect to that applicable Owner may be rescinded beginning with the tax year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section 4, shall have no effect on CRA Exemptions granted under this Agreement with respect to any other Owner other than that applicable, defaulting Owner. For purposes of this Section 4, "**taxes**" means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental ad valorum charges validly levied or assessed against a Parcel or any portion of any Parcel (including as may be levied against any Building or portion of any Building from time to time) at the Property.

B. Each Owner and Occupant (as defined herein) shall pay such respective City municipal income taxes as may be levied against the respective Owner or Occupant (as defined herein) and shall file all tax reports and returns as required by law in connection therewith. "**Occupant**" includes any person or entity having a right to occupy or regularly use any Building or portion of any Building at the Property, whether such right to occupy or regularly use any Building or any portion of any Building at the Property arises under any lease, sub-lease, license, or other agreement, and whether any such right is granted by the Owner or by any other Occupant, including, but not limited to, tenants, but does not include persons or entities that provide limited services to the Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies. If an Owner or Occupant fails to pay such taxes or file such returns and reports, and such a failure is not corrected by the Owner or Occupant within sixty (60) days of receipt of written notice thereof by the applicable Owner or Occupant (with such notice redacted to the extent necessary to protect confidential information of the Owner or Occupant), such failure shall constitute an event of default hereunder; provided, that such event of default shall have no effect on CRA Exemptions granted under this Agreement with respect to any other Owner or Occupant other than the applicable, defaulting Owner or Occupant.

Section 5. Certification as to No Delinquent Taxes. The Owner hereby certifies that, to the best of the Owner's knowledge, at the time this Agreement is executed, the 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 the Owner is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753, or, if such delinquent taxes are owed, the 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 the 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 Ohio Revised Code governing payment of those taxes.

Section 6. Cooperation of the City. The City shall perform such acts as are legally necessary or reasonably appropriate to effect, claim, reserve, and maintain the CRA Exemptions granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such CRA Exemptions.

Section 7. Revocation of CRA Exemption. If for any reason the City revokes its designation of the CRA containing the Property, the Community Reinvestment Area designation expires or the Director of the Ohio Department of Development revokes certification of the CRA containing the Property, CRA Exemptions granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner materially fails to fulfill its obligations under this Agreement beyond all cure periods and the City terminates or modifies the CRA Exemptions granted pursuant to this Agreement with respect to the Property.

Section 8. Termination, Suspension, or Modification Upon Default. If either the Owner or Occupant does not comply with the terms of this Agreement beyond all applicable cure periods and such noncompliance is documented by the reasonable determination of Tax Incentive Review Council's recommendation to the City to modify or cancel any of the CRA Exemptions granted by this Agreement under Ohio Revised Code Section 5709.85 or if the City reasonably determines that the certification as to delinquent taxes required by this Agreement is materially fraudulent, the City may terminate, suspend, or modify the CRA Exemptions granted under this Agreement with respect to the applicable Owner or Occupant in default. Any such termination, suspension, or modification, as provided in this Section 8, shall have no effect on CRA Exemptions granted under this Agreement with respect to Owners or Occupants other than the defaulting Owner or Occupant. All CRA Exemptions granted under this Agreement with respect to any Building or any portion of any Building at the Property occupied by an applicable Owner or Occupant may be rescinded beginning with the tax year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section 8, shall have no effect on CRA Exemptions granted under this Agreement with respect to any Building or any portion of any Building at the Property occupied by the Owner or Occupants other than such applicable, defaulting Owner or Occupant. If any structure or any portion of any structure at the Property is occupied by more than one Owner or Occupant, any CRA Exemption rescinded pursuant to this Section 8 may only be rescinded for that portion of any Building or any portion of any Building at the Property occupied by such applicable, defaulting Owner or Occupant ("**Partial Rescission**"). The remaining portion of any Building or any portion of any Building at the Property occupied by any other Owner or Occupant other than that applicable, defaulting Owner or Occupant, shall continue to receive any such CRA Exemption granted pursuant to this Agreement. This Partial Rescission may be effectuated pursuant to Ohio Revised Code Section 5713.04, which permits Parcels to be split-listed when only a portion is exempt from real property tax (as may be otherwise approved by the City and the Delaware County Auditor from time-to-time) or otherwise as may be implemented by the Delaware County Auditor. Where an applicable Owner or Occupant has defaulted under this Agreement beyond all reasonable rights to cure, such applicable, defaulting Owner or Occupant may apply for reinstatement of the CRA Exemption with respect to any Building or any portion of any Building at the Property upon the expiration of the Owner's or

Occupant's right to occupy or regularly use that Building or any portion of any Building at the Property, which such reinstatement shall not be unreasonably denied, delayed, or conditioned by the City.

The City may require any Owner or Occupant who have defaulted under this Agreement beyond all applicable cure periods and rights, upon any such termination or modification, to reimburse to each taxing authority any already-received benefits of the applicable CRA Exemption as taxes due to each taxing authority. The City may secure repayment of the amount of such already-received CRA Exemption benefits that are to be repaid by a lien on the Building or portion of the Building subject to the applicable CRA Exemption. Such lien may 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. In the event that (A) a mortgage lien is unable to be perfected or enforced against the applicable real property, or (B) the Owner or Occupant, as applicable, fails to pay any such installment within sixty (60) days after the due date thereof, the City may either enforce its mortgage lien or may (i) accelerate payment of all of the unpaid installments by giving notice thereof to the Owner or Occupant, as applicable, and, if not already done in accordance with the terms of this Agreement, direct the Delaware County Auditor to strike the Parcel or portion of the Parcel from the exempt list in accordance with Section 5713.08 of the Ohio Revised Code, and (ii) direct the Delaware County Auditor to certify, as an additional charge on the property, the amount of the unpaid installments to the Delaware County Treasurer as delinquent taxes and the Delaware County Treasurer shall collect such amount in the manner prescribed by law for the collection of delinquent taxes.

Section 9. Provision of Information. The Owner shall provide to the proper Tax Incentive Review Council any information reasonably required by that Tax Incentive Review Council to evaluate the Owner's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Tax Incentive Review Council.

In addition, the Owner and each Occupant agree, as follows, in pertinent part:

(i) Each Occupant of any Building or any portion of any Building at the Property subject to a CRA Exemption shall provide such information, in such content, detail, and format as shall be reasonably determined by the City, that may be required by the City (i) to enforce its municipal income tax laws, including the City's obligations to account for and share income tax revenue with any other entity and (ii) to permit the Department of Economic Development of the City to evaluate compliance with this Agreement. The applicable Owner of any structure or any portion of any structure at the Property subject to a CRA Exemption shall require any Occupant to comply with Section 9(i) hereof pursuant to any lease, sub-lease, license, or other agreement by which an Occupant acquires a right to use any portion of any structure from the applicable Owner.

(ii) Each Owner of any portion of any structure or any portion of any structure at the Property subject to CRA Exemption shall provide such information, in such content, detail, and format as shall be reasonably determined by the City, that may be required by the City (i) to enforce its municipal income tax laws, including the City's obligations to account for and share income tax revenue with any other entity and (ii) to permit the Department of

Community Planning & Economic Development of the City to evaluate compliance with this Agreement.

Section 10. Transfer or Assignment; Release from Liability. Ohio Revised Code Section 3735.671(B)(6) requires, among other things, that this Agreement include a statement that this Agreement is not transferable or assignable without the express written approval of the City. The City shall retain the right to consider the approval of the transfer or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than the Owner, which is a transferee by sale or other means of transfer of all or any portion of the Property (a "**Third-Party Transferee**" and such transferred property, the "**Transferred Property**"). Provided, that as a condition to the right to receive CRA Exemptions as set forth in this Agreement, each Third-Party Transferee shall execute and deliver to the City a Partial Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit B**, as may be amended from time-to-time (the "**Partial Assignment and Assumption Agreement**"). Pursuant to the applicable Partial Assignment and Assumption Agreement, the applicable Third-Party Transferee shall (a) assume all obligations of the Owner under this Agreement with respect to the Transferred Property and (b) certify as to the validity, as to the Third-Party Transferee, of the representations, warranties, and covenants contained herein and in the applicable Partial Assignment and Assumption Agreement as to such Third-Party Transferee. The City agrees to consider approval of each Partial Assignment and Assumption Agreement properly executed by a Third-Party Transferee and the City agrees to execute and deliver an original thereof to the Third-Party Transferee if the City has approved the applicable Partial Assignment and Assumption Agreement. The Owner or the applicable Third-Party Transferee shall pay to the City's designated legal counsel, its reasonable fees and expenses for costs incurred with respect to the preparation and authorization of any such Partial Assignment and Assumption Agreement. The payment shall be due within thirty (30) business days after complete execution and delivery by the City of any such Partial Assignment and Assumption Agreement. Upon execution by the City of any such Partial Assignment and Assumption Agreement with respect to the Transferred Property, the Third-Party Transferee shall have all entitlements and rights to the CRA Exemptions and obligations with like effect as if the Third-Party Transferee had been the original Owner and a Party to this Agreement.

Section 11. Revocation of CRA Exemptions. CRA Exemptions from taxation granted under this Agreement shall be revoked with respect to the Property if it is determined that the Owner, any successor to the Owner or any related member (as those terms are defined in Ohio Revised Code Section 3735.671(C) have violated the prohibition against entering into this Agreement under Ohio Revised Code Sections 3735.671(C), 5709.62 or 5709.63 prior to the time prescribed by those sections.

Section 12. Public Approval. The City and the Owner acknowledge that this Agreement must be approved by formal action of the Council of the City as a condition for the Agreement to take effect and that the Council of the City has approved this Agreement pursuant to the CRA Agreement Approval Ordinance. The Parties acknowledge that the City, Owner and Schools shall enter into that certain Compensation Agreement (the "**School Compensation Agreement**") whereupon, in exchange for the Schools approval of the terms of this Agreement, the Owner has agreed to pay a fixed amount to the Schools in lieu of taxes that would have been charged and

payable each year during the term of this Agreement had the Project Site not been exempted from taxation. The Parties further acknowledge and agree that the JVSD shall be compensated at the same rate or amount and under the same terms received by the Schools, as required by Ohio Revised Code Section 3735.671(A)(4). The City and Owner further acknowledge that as a condition for the Agreement to take effect, the School Compensation Agreement must be approved by formal action of the Council of the City and the Board of Education of the Schools. This Agreement shall take effect upon the expiration of any applicable waiting period with respect to the CRA Agreement Approval Ordinance and the City's execution of this Agreement thereafter.

Section 13. Fees. The Owner shall pay to the City an initial fee of Two Thousand Five-Hundred Dollars ($2,500.00) upon execution of this Agreement for costs incurred with respect to the preparation and authorization of the CRA Exemptions with respect to the Project, including but not limited to, the preparation and authorization of the CRA Agreement Approval Ordinance and this Agreement within thirty (30) days of receipt.

Section 14. Non-Discriminatory Hiring. The Owner agrees to follow non-discriminating hiring practices and acknowledges that no individual may be denied employment solely based on race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by generally applicable law.

Section 15. No False Statements. The Owner affirmatively represents and agrees that as of the date hereof, Owner has made no knowingly false statements to the State of Ohio or the City or any other local political subdivisions in the process of obtaining approval of the CRA Exemptions applicable to the Project under this Agreement. If any representative of the Owner has knowingly made a false statement to the State of Ohio or a local political subdivision to obtain the CRA Exemptions contemplated hereunder, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State of Ohio, any State of Ohio agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a knowingly false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by a fine of not more than one thousand dollars ($1,000) or a term of imprisonment of not more than six (6) months.

Section 16. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single, original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed, original instrument.

Section 17. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance is determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision

of this Agreement is capable of two (2) constructions one (1) of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

Section 18. Validity. The Owner covenants and agrees that they are prohibited from challenging the validity of this Agreement, the CRA, and any CRA Exemptions authorized by the CRA Enabling Legislation and the CRA Agreement Approval Ordinance. In that regard, the Owner waives any defects in any proceedings related to the CRA, this Agreement, and any CRA Exemptions authorized by the CRA Enabling Legislation and the CRA Agreement Approval Ordinance; provided that the CRA Agreement Approval Ordinance accurately reflects the terms of this Agreement.

Section 19. Modification. If, notwithstanding Section 10 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure utilized by the Owner in developing, equipping, and operating the Project, the Owner shall request an amendment to this Agreement. Any modification shall only be effective if in a writing agreed to by the City, in its sole discretion.

Section 22. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any Party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission, or to any such other addresses as may be specified by any Party, from time to time, by prior written notification, as follows:

If to the City:

City of Delaware
Attn: Economic Development Director
18 East William St.
Delaware, OH 43015
nlangford@delawareohio.net

with a copy to:

Delaware City Attorney
1 S. Sandusky Street
Delaware, OH 43015

If to the Owner:

PPG Industries Ohio, Inc.
Attn: Todd LeClair, Operations Director, Americas
760 Pittsburgh Drive
Delaware, OH 43015
tleclair@ppg.com

with a copy to:

PPG Industries, Inc.
Attn: Alex Burger, Counsel
One PPG Place
Pittsburgh, PA 15272
aburger@ppg.com

Section 23. Entire Agreement. Notwithstanding the School Compensation Agreement (defined below), this Agreement and the CRA Agreement Approval Ordinance constitute the entire agreement between the Owner and the City pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between Company and the City in connection with such subject matter. The School Compensation Agreement shall be a standalone agreement, independent of this Agreement and that the Schools shall not be a third-party beneficiary of this Agreement.

Section 24. Ohio Revised Code Sections. All references to provisions of the Ohio Revised Code include those provisions as may be amended or supplemented from time-to-time by the Ohio General Assembly; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties hereunder.

Section 25. Governing Law and Choice of Forum. This Agreement is governed by, and construed in accordance with, the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question among the City and the Owner, and the Owner's employees, contractors, subcontractors, and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

[Signature page follows.]

IN WITNESS WHEREOF, each the City of Delaware, Ohio, pursuant to Ordinance No. [_____], passed [_____], 202[_], and the Owner has caused this Agreement to be executed as of the Effective Date.

CITY OF DELAWARE
an Ohio municipal corporation

By: _____

Its: _____

Approved as to Form:

By: _____
David Moser, City Attorney

PPG INDUSTRIES OHIO, INC.
a Delaware corporation

By: _____

Its: _____

CITY OF DELAWARE
FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of Delaware, hereby certifies that the moneys required to meet the obligations of the City during the year 202[_] under the foregoing Community Reinvestment Area Agreement have been lawfully appropriated by the legislative authority of the City of Delaware for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.40 and 5705.44 of the Ohio Revised Code.

_____
[_____], [_____]

Dated: _____, 2026

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Property consists of those Parcels of real property identified in the records of the Delaware County Auditor as having the permanent parcel identification number(s) 41921005007000, 41921005007003, and 41921005008000 as of the date of the passage of the CRA Agreement Approval Ordinance, as the same may be sub-divided, combined, re-combined, re-numbered, or re-platted from time-to-time by the Owner, the City, or the Delaware County Auditor.
Street Address: 760 Pittsburgh Drive, Delaware, Ohio 43015.

[See Legal Descriptions Attached]

EXHIBIT B

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Delaware (the "City"), a political subdivision of the State of Ohio, through the City of Delaware City Council (the "Council"); _____, a _____ (the "Company") and _____, a _____ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between [_____], a [_____] ("Developer") and the City, made effective _____ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of Delaware County (the "County") that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, on July 23, 2001, the City Council (the "**Council**") passed Res. No. 01-52 (the "**First CRA Legislation**"), designating certain real property within the City as a Community Reinvestment Area ("**CRA**"); and,

WHEREAS, the Council amended the First CRA Legislation, including by Res. No. 04-39 passed by the Council on July 12, 2004 (the "**Second CRA Legislation**"), Res. No. 22-07 passed by the Council on February 7, 2022 (the "**Third CRA Legislation**"), Res. No. 24-41 (the "**Fourth CRA Legislation**"), and Ord. 25-21 passed by the Council on May 12, 2025 (the "**Fifth CRA Legislation**" and, collectively with the First CRA Legislation, the Second CRA Legislation, the Third CRA Legislation, the Fourth CRA Legislation, and the Fifth CRA Legislation, the "**CRA Enabling Legislation**"); and,

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on _____, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project or a Building at the Property (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement.

2. The City acknowledges through the Transfer Date that the CRA Agreement is in full force and effect [the following portion will be included if the facts support it][, confirms that the Company has complied with the CRA Agreement with regard to the Transferred Property,] and releases the Company from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

_____
_____
_____
Phone: _____
Fax: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

THE CITY OF DELAWARE, OHIO

By:_____

Print Name: _____

Title:_____

APPROVED AS TO FORM:

_____
David Moser
City Attorney

COMPANY

_____, a _____

By:_____

Print Name: _____

Title:_____

SUCCESSOR

_____[name of Successor]_____

By:_____

Print Name: _____

Title:_____

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[DEVELOPER]

By:_____
Print Name: _____
Title: _____

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2026, (the "**Effective Date**") by and between the CITY OF DELAWARE, OHIO, an Ohio municipal corporation with an address at 1 South Sandusky Street, Delaware, Ohio 43015 (the "**City**"), the DELAWARE AREA CAREER CENTER, a Joint Vocation School District organized and existing under the laws of the State of Ohio with its main offices located at 4565 Columbus Pike, Delaware, Ohio 43015 (the "**JVSD**"), and PPG INDUSTRIES OHIO, INC. ("**Developer**" and, together with the City and the JVSD, the "**Parties**" and each, a "**Party**") with its main offices located at 3800 West 143rd Street, Cleveland, OH 44111.

WITNESSETH:

WHEREAS, Developer intends to construct and equip a manufacturing facility expansion, including warehousing, manufacturing, laboratories, offices, and conference space, together with related site and infrastructure improvements (the "**Project**") on their approximately sixty-two (62) acres of property on Delaware County Parcel Nos. 41921005007000, 41921005007003, and 41921005008000, commonly known as 760 Pittsburgh Drive, Delaware, Ohio 43015 (collectively, the "**Project Site**"), which Project Site is located within JVSD; and,

WHEREAS, the proposed Project is located within an area designated as a Community Reinvestment Area pursuant to Ohio Revised Code Section ("**R.C.**") 3735.66; and,

WHEREAS, the City, as an incentive for Developer to construct the Project, has approved a one-hundred percent (100%) real property tax exemption for a period of fifteen (15) years for the value of the real property improvements constructed as part of the Project (the "**CRA Exemption**"); and,

WHEREAS, pursuant to R.C. 3735.671, that certain Community Reinvestment Area Agreement approved by the City Council on _____, 2026 by Ordinance No. _____, a copy of which has been provided to the JVSD (the "**CRA Agreement**"), the assessed real property improvements at the Project Site are to be exempted from real property taxes under the CRA Exemption, all or a portion of which would otherwise be payable to the JVSD; and,

WHEREAS, the JVSD otherwise may be entitled to compensation as a result of the CRA Exemption pursuant to R.C. 5709.82; and,

WHEREAS, by entering into this Agreement, the JVSD will waive any rights it may have to such compensation under R.C. 5709.82, and the Developer will agree to compensate the JVSD in connection with the CRA Exemption; and,

WHEREAS, in exchange for JVSD approval of a 100% CRA Exemption to Developer and JVSD's waiver of rights to compensation under R.C. 5709.82, the Parties enter into this Agreement for the agreed-upon compensation to the JVSD as provided herein; and,

WHEREAS, pursuant to Ordinance No. [___], adopted on [____], 202[_], the City Council of the City has approved the terms of this Agreement; and,

WHEREAS, pursuant to Resolution No. [___], adopted on [____], 202[_] (the "**Resolution**"), the Delaware City School District has approved the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree as follows:

Section 1. Compensation; JVSD PILOT Payment. In consideration of the waiver of its rights to compensation under R.C. 5709.82 by the JVSD in this Agreement, Developer hereby agrees, for each year the Project Site is subject to the CRA Exemption pursuant to the CRA Agreement, to make an annual service payment to JVSD (the "**JVSD PILOT Payment**") in accordance with this Section 1. Exhibit A of this Agreement is attached hereto solely as reference material to assist the Parties in understanding how the fixed annual JVSD PILOT Payment set forth in this Section 1(A) was derived, and the formula and calculations contained therein are not operative provisions of the Agreement and do not modify, supplement or supersede the fixed payment obligation as set forth in this Section 1.

A. Fixed Annual JVSD PILOT Payment. Developer shall pay JVSD a fixed annual JVSD PILOT Payment of *two-thousand and two-hundred and fifty dollars* ($2,250) for each tax year during the term of this Agreement in which the CRA Exemption is in effect. The JVSD PILOT Payment shall not be subject to adjustment, escalation, or recalculation for any reason, including any change in the applicable real property tax rate, assessed value, or millage applicable to the Project Site, and no party shall have the right to seek modification of the fixed payment amount except by written amendment executed by all Parties pursuant to Section 4.

B. Payment Timing; Annual Certification. Developer shall pay the JVSD PILOT Payment to the JVSD by March 31 of the calendar year immediately following each tax year during the term of this Agreement. Upon the end of the term of this Agreement as described in Section 2, the Developer shall make a final payment of the JVSD PILOT Payment due and owing for that year by March 31 of the following calendar year. For example, if the CRA Exemption is in effect for tax year 2026, the JVSD PILOT Payment shall be paid on or before March 31, 2027.

Except for the payments and considerations set forth in this Section 1 of this Agreement, the JVSD shall not be entitled to any other compensation from the City or the Developer, whether pursuant to R.C. 5709.82 or otherwise, in connection with the CRA Exemption. For the avoidance of doubt, the JVSD PILOT Payment does not forfeit or reduce the existing property tax obligation of the Developer for the Project Site as of the Effective Date. In the event, for any reason, that the CRA Exemption is not in effect, including without limitation any default by Developer under the CRA Agreement, then the Developer's obligations to pay the JVSD PILOT Payment or any other payments to the JVSD shall thereupon terminate. In the event, for any reason, the CRA Exemption has been reduced to less than 100%, the JVSD PILOT Payment required under this Agreement shall thereupon be ratably reduced in the same proportion.

Section 2. Term. The term of this Agreement shall commence on its Effective Date and shall end upon the termination of the CRA Agreement or the CRA Exemption for any reason. In the event the CRA Exemption is terminated, or the Project returns to the list of taxable property, then this Agreement is void and the Parties shall be free from any obligations under it, except for the Developer's obligation to make a final payment of the applicable JVSD PILOT Payment due and owing for the year of termination and any JVSD PILOT Payment and owing for any prior years as described in Section 1.

Section 3. JVSD Consents and Waivers. In consideration of the JVSD PILOT Payment to be paid by the Developer to the JVSD, the JVSD hereby:

(i) acknowledges the CRA Exemption granted under the CRA Agreement;

(ii) waives compliance with any notice requirements set forth in R.C. 3735.671, R.C. 5709.83, and R.C. 5715.27(B) and (C), and any income tax sharing provisions set forth in R.C. 5709.82 (other than the income tax sharing provided in this Agreement), but solely with respect to the CRA Exemption for the Project; and

(iii) represents and warrants that it has full legal authority to enter into this Agreement and to grant the waivers herein, and that this Agreement has been duly authorized by all required action of the Board of Education and Board of the JVSD.

Section 4. Amendment. This Agreement may be amended or modified by the Parties only in writing, signed by all Parties to the Agreement.

Section 5. Entire Agreement. This Agreement is executed pursuant to R.C. 3735.671, R.C. 5709.82, R.C. 5709.83 and R.C. 5715.27(B) and (C), and sets forth the entire agreement and understanding between the Parties, including without limitation all forms of compensation to be paid to the JVSD pursuant to those sections, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

Section 6. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any Party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission, or to any such other addresses as may be specified by any Party, from time to time, by prior written notification, as follows::

If to the City:

City of Delaware
Attn: Economic Development Director
18 East William St.
Delaware, OH 43015

nlangford@cityofdelawareoh.gov
with a copy to:
David Moser
Delaware City Attorney
1 S. Sandusky Street
Delaware, OH 43015

If to the JVSD:

Delaware Area Career Center (JVSD)
4365 Columbus Pike
Delaware, Ohio 43015
Attention: School Treasurer

If to the Developer:

PPG Industries Ohio, Inc.
Attn: Todd LeClair, Operations Director
760 Pittsburgh Drive
Delaware, Ohio 43015
tleclair@ppg.com

with a copy to:
PPG Industries, Inc.
Attn: Alex Burger, Counsel
One PPG Place
Pittsburgh, PA 15272
aburger@ppg.com

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

Section 7. Severability of Provisions. The invalidity of any provision of this Agreement does not affect the other provisions of this Agreement, and this Agreement is to be construed in all respects as if any invalid portions were omitted.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart. Delivery of an executed signature page to this Agreement by electronic transmission will be effective as delivery of a manually executed counterpart to this Agreement.

Section 9. Default; Cure. Developer shall not be in default under this Agreement unless and until Developer has received written notice from the JVSD specifying the alleged breach, and Developer has failed to cure such breach within thirty (30) days after receipt of such notice (or, if such breach cannot reasonably be cured within (30) days, within such additional time as is reasonably necessary, provided Developer commences the cure within such period and diligently pursues it to completion). The JVSD shall not seek enforcement or termination without first providing such notice and opportunity to cure.

Section 10. No-Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the City, the JVSD, and Developer, and nothing herein is intended to confer upon any other person or entity any legal or equitable right or remedy.

Section 11. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Ohio. Any action to enforce this Agreement shall be brought exclusively in a court of competent jurisdiction in Delaware County, Ohio.

IN WITNESS WHEREOF, the City, the JVSD and Developer have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the Effective Date.

CITY OF DELAWARE

By: _____
Paul Brake, City Manager

DELAWARE AREA CAREER CENTER (JVSD)

By: Jay Poroda
Jay Poroda (Apr 20, 2026 12:55:14 EDT)
Jay Poroda, Superintendent

PPG INDUSTRIES OHIO, INC.

By:_____
_____

Approved as to Form:

By: _____
David Moser, City Attorney

Exhibit A

FOR ILLUSTRATIVE AND REFERENCE PURPOSES ONLY

This Exhibit A is provided solely as illustrative reference material to assist the parties in understanding how the fixed annual JVSD PILOT Payment of $2,250 set forth in Section 1 of the Agreement was derived. The formula and calculations contained herein are not operative provisions of the Agreement and do not modify, supplement, or supersede the fixed payment obligation in Section 1(A). In the event of any conflict or inconsistency between this Exhibit and the body of the Agreement, the body of the Agreement shall control in all respects.

Input	Value / Assumption	Source / Basis
Assumed Building Area	120,000 sq. ft.	Developer estimate
Assumed Valuation Rate	$80 per sq. ft.	Adjacent comparable assessments for newly constructed industrial buildings
Deemed Improvement Value[1]	**$9,600,000**	120,000 × $80
Ohio Assessment Ratio (improvements)	35%	R.C. § 5713.03
Total Effective Tax Rate (Project Site) (2025)	5.7752348% (0.057752348)	Delaware County Auditor
JVSD Effective Millage (2025)	3.8714% of Total Effective Millage	Delaware County Auditor
PILOT Percentage (per Agreement)	30%	Agreement

Annual Tax Bill Used for JVSD PILOT Payment. An annual real property tax bill on the Deemed Improvement Value can be calculated using the following formula: (i) Taxable Assessed Value = Deemed Improvement Value × 35% (the Ohio assessment ratio for real property improvements); and (ii) Annual Tax Bill = Taxable Assessed Value × Total Effective Tax Rate for that tax year. "Total Effective Tax Rate" means the aggregate effective real property tax rate applicable to the Project Site for the applicable tax year, expressed as a decimal (e.g., 5.7752348% = 0.057752348).

JVSD PILOT Payment Formula. Illustrative JVSD PILOT Payment = 30% × Annual Tax Bill × (JVSD Effective Millage ÷ Total Effective Millage). For clarity, "JVSD Effective Millage" means the JVSD's effective millage applicable to the Project Site for the applicable tax year, and "Total Effective Millage" means the total effective millage applicable to the Project Site for the same tax year.

Illustrative JVSD PILOT Payment Calculation. Total Effective Tax Rate of 5.7752348% and a JVSD millage fraction of 0.038714; Taxable Assessed Value = $3,360,000; Annual Tax Bill = $194,048; JVSD PILOT Payment = $2,253.71 (rounded to $2,250.00).

[1] The Parties acknowledge that Developer's total capital investment into the new facility is expected to include approximately $30,000,000 of new construction and approximately $100,000,000 of building improvements; however, the Deemed Improvement Value is intended to reflect a reasonable assessor-based valuation metric for purposes of the School PILOT Payment.

BOARD OF EDUCATION
DELAWARE CITY SCHOOL DISTRICT
DELAWARE COUNTY, OHIO

RESOLUTION NO. 2026-____
A RESOLUTION APPROVING A COMPENSATION AGREEMENT WITH PPG INDUSTRIES OHIO, INC. AND THE CITY OF DELAWARE.

WHEREAS, the Board of Education of the ***Delaware City Schools District, Delaware County,*** Ohio, met in regular session on April 13, 2026 and adopted the following Resolution; and

WHEREAS, the City of Delaware, Ohio (the "City") has established a Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Section 3735.66 to encourage economic development and the construction of new structures within its boundaries; and

WHEREAS, PPG Industries Ohio, Inc. (the "Developer") intends to construct and equip a manufacturing facility expansion, including warehousing, manufacturing, laboratories, offices, and conference space, together with related site and infrastructure improvements (the "Project"), located on approximately sixty-two (62) acres at 760 Pittsburgh Drive, Delaware, Ohio 43015 (the "Project Site"); and

WHEREAS, the Project Site is located within the Delaware City School District (the "School District") and the City of Delaware CRA; and

WHEREAS, the City, as an incentive for the Developer to construct the Project, intends to grant a one-hundred percent (100%) real property tax exemption for a period of fifteen (15) years for the value of the real property improvements constructed as part of the Project (the "CRA Exemption"); and

WHEREAS, pursuant to R.C. 3735.671 and R.C. 5709.82, the School District is entitled to receive notice of the proposed CRA Exemption and may be entitled to compensation for the tax revenue that would otherwise be payable to the School District; and

WHEREAS, a Compensation Agreement (the "Agreement") has been prepared between the City, the School District, and the Developer, under which the Developer agrees to pay the School District a fixed annual payment in lieu of taxes ("School PILOT Payment") in the estimated amount of Forty-Eight Thousand Dollars ($48,000.00) for each tax year during the term of the CRA Exemption based on property assessments; and

WHEREAS, the Board of Education (the "Board") has reviewed the terms of the proposed Agreement and finds that entering into said Agreement is in the best interest of the School District and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Delaware City School District, Delaware County, Ohio, that:

Section 1. Approval of Agreement. The Board hereby approves the Compensation Agreement by and among the City of Delaware, the Delaware City School District, and PPG Industries Ohio, Inc., in substantially the form presented to this Board.

Section 2. Execution of Documents. The Superintendent and Treasurer of the School District are hereby authorized and directed to execute and deliver the Agreement on behalf of the School District, with such non-material changes as may be approved by the officers executing the same, such execution being conclusive evidence of the Board's approval of any such changes.

Section 3. Authorization of Further Action. The Treasurer, Superintendent, and other officials of the School District are hereby authorized and directed to take such further actions as are necessary or appropriate to implement the terms of the Agreement and this Resolution.

Section 4. Compliance with Open Meetings. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including R.C. Section 121.22.

Section 5. Effective Date. This Resolution shall take effect and be in force from and after the date of its adoption.

Upon the roll call on the passage of the Resolution, the vote was as follows:

Ted Barker, President

Danielle Gallaway, Vice President

Heath Pomeroy
Superintendent

4/13/2026
Date

Jill E Cowan
Treasurer

4/13/2026
Date

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Alycia Ballone, Finance
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSIDERATION OF ORDINANCE NO. 26-25**
SUBJECT:	Ordinance No. 26-25, an ordinance authorizing the removal of Argent Institutional Trust Company and authorizing and directing the appointment of U.S. Bank Trust Company, National Association, in each case as the authenticating agent, bond registrar, transfer agent and paying agent, for the City's designated outstanding bond issues, and authorizing the execution and delivery of any necessary notices, instruments, documents or agreements appropriate to the foregoing matter.

SUGGESTED ACTION:

ATTACHMENTS:

Fact Sheet AITC.docx

Ordinance to Replace AITC - 3-30-26.doc

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 12 DATE: 5/11/2026

ORDINANCE NO: 26-25 RESOLUTION NO:

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Alycia K. Hefner, Finance Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
AN ORDINANCE AUTHORIZING THE REMOVAL OF ARGENT INSTITUTIONAL TRUST COMPANY AND AUTHORIZING AND DIRECTING THE APPOINTMENT OF U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, IN EACH CASE AS THE AUTHENTICATING AGENT, BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT, FOR THE CITY'S DESIGNATED OUTSTANDING BOND ISSUES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY NECESSARY NOTICES, INSTRUMENTS, DOCUMENTS OR AGREEMENTS APPROPRIATE TO THE FOREGOING MATTER.

BACKGROUND:
In June 2025, Argent Institutional Trust Company acquired the corporate trust and institutional custody business of Huntington National Bank. Huntington acted as the authenticating agent and bond registrar for the City's long-term debt and note issuances prior to December 2025.

After consultation with financial advisors and counsel, staff is recommending that we switch from Argent to US Bank.

REASON WHY LEGISLATION IS NEEDED:
This ordinance is necessary to remove Argent and replace it with US Bank.

COMMITTEE RECOMMENDATION:
N/A

FISCAL IMPACT(S):
A one-time fee to US Bank to transfer funds.

POLICY CHANGES:
N/A

PRESENTER(S):
Alycia K. Hefner, Finance Director

RECOMMENDATION:
Approval

ATTACHMENT(S)
Ordinance 26-25

ORDINANCE NO. 26-25

AN ORDINANCE AUTHORIZING THE REMOVAL OF ARGENT INSTITUTIONAL TRUST COMPANY AND AUTHORIZING AND DIRECTING THE APPOINTMENT OF U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, IN EACH CASE AS THE AUTHENTICATING AGENT, BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT, FOR THE CITY'S DESIGNATED OUTSTANDING BOND ISSUES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY NECESSARY NOTICES, INSTRUMENTS, DOCUMENTS OR AGREEMENTS APPROPRIATE TO THE FOREGOING MATTER.

WHEREAS, Argent Institutional Trust Company currently serves as authenticating agent, bond registrar, transfer agent and paying agent for the City's outstanding Various Purpose Bonds, Series 2015, Various Purpose Improvement and Refunding Bonds, Series 2017, Various Purpose Bonds, Series 2019, Various Purpose Improvement and Refunding Bonds, Series 2019A, Various Purpose Improvement and Refunding Bonds, Series 2019B, Capital Facilities Refunding Bonds, Series 2020 and Various Purpose Refunding Bonds, Series 2021 (collectively, the "*Outstanding Bond Issues*"); and

WHEREAS, the City has determined that it would be in the best interest of the City to replace Argent Institutional Trust Company with U.S. Bank Trust Company, National Association to serve as authenticating agent, bond registrar, transfer agent and paying agent for all of the Outstanding Bond Issues;

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

Section 1. Replacement and Appointment. This City Council finds and determines that it is in the best interest of the City to remove Argent Institutional Trust Company as authenticating agent, bond registrar, transfer agent and paying agent for all of the Outstanding Bond Issues and to appoint in its place U.S. Bank Trust Company, National Association as successor authenticating agent, bond registrar, transfer agent and paying agent for those Outstanding Bond Issues.

Section 2. Execution of Documents; Payment of Expenses. The City Manager and the Director of Finance are each authorized to sign any necessary notices, instruments, documents or agreements appropriate to complete such removal and appointment which are consistent with this Ordinance and not adverse to the City. The Director of Finance shall provide for the payment of expenses incurred by the City in connection with the removal and appointment from monies lawfully available and appropriated or to be appropriated for that purpose.

Section 3. Notice of Replacement. The Director of Finance is hereby directed to notify Argent Institutional Trust Company in writing that its services as authenticating agent, bond registrar, transfer agent and paying agent for all of the Outstanding Bond Issues are terminated effective upon such date to be determined by the Director of Finance.

Section 4. Compliance with Open Meeting Requirements. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City 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 5. Effective Date. This Ordinance shall be in full force and effect on the earliest date permitted by law.

VOTE ON RULE SUSPENSION: YEAS _____ NAYS _____
ABSTAIN _____

PASSED: _____, 2026 YEAS _____ NAYS _____
ABSTAIN _____

ATTEST: _____ _____
CITY CLERK MAYOR

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Ordinances
AGENDA SECTION:	**CONSIDERATION OF ORDINANCE NO. 26-26**
SUBJECT:	Ordinance No. 26-26, an ordinance removing Chapter 905: Grass and Weeds and replacing with Chapter 905: Maintenance of Lands adjacent to a street or alley, to address the maintenance of public property between a property line and a street or curb, within the City of Delaware.

SUGGESTED ACTION:

ATTACHMENTS:

ord 26-26, Chapter 905 FS.docx
ord 26-26, 905 ORDINANCE.doc
Chapter 905 exhibit A.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 13

DATE: 5/11/2026

ORDINANCE NO: 26-26

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES **(6/8/2026 at 7:20 PM)**

TO: Mayor and Members of City Council

FROM: Paul J. Brake, ICMA-CM, CEcD,City Manager

VIA: Sandra Pereira, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE REMOVING CHAPTER 905: GRASS AND WEEDS AND REPLACING WITH CHAPTER 905: MAINTENANCE OF LANDS ADJACENT TO A STREET OR ALLEY, TO ADDRESS THE MAINTENANCE OF PUBLIC PROPERTY BETWEEN A PROPERTY LINE AND A STREET OR CURB, WITHIN THE CITY OF DELAWARE.

BACKGROUND:

With the pending approval of a new Chapter 1311 Exterior Property Maintenance Code, the provisions currently included in Chapter 905 concerning grass and weeds on private property will be moved to Chapter 1311. The remaining provisions within Chapter 905 concern the removal of grass and weeds in the areas adjacent to a street or alley, which is public property. The proposed changes to the chapter elaborate on the removal of tall grass and weeds, as well as expand on the removal of trash and temporary signs.

The chapter is essentially new, with a new title, but changes from the old chapter are shown in the exhibit for reference. Additions to the code are red and underlined and removals are ~~red and have a strikethrough.~~

REASON WHY LEGISLATION IS NEEDED:

The charter requires that any amendments to the Code of Ordinance be reviewed and approved by City Council.

PRESENTER(S):
Sandra Pereira, Planning and Community Development Director

RECOMMENDATION:
Approval

ATTACHMENT(S)
Ordinance
Exhibit A

ORDINANCE NO. 26-26

AN ORDINANCE REMOVING CHAPTER 905: GRASS AND WEEDS AND REPLACING WITH CHAPTER 905: MAINTENANCE OF LANDS ADJACENT TO A STREET OR ALLEY, TO ADDRESS THE MAINTENANCE OF PUBLIC PROPERTY BETWEEN A PROPERTY LINE AND A STREET OR CURB, WITHIN THE CITY OF DELAWARE.

WHEREAS, current provisions of Chapter 905 have been moved to Chapter 1311 and the remaining requirements of Chapter 905 should be clarified and updated.

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

SECTION 1. Removal of Chapter 905 and replacement with a new Chapter 905 as outlined in the attached "Exhibit A" are hereby 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 Ohio Revised Code.

VOTE ON RULE SUSPENSION: YEAS____ NAYS____
ABSTAIN____

PASSED: _____, 2026 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

CHAPTER 905. MAINTENANCE OF LANDS ADJACENT TO A STREET OR ALLEY~~WEEDS[1]~~

905.01. ~~Cutting~~ Maintenance required.

(a) ~~(a)~~ The owner, occupant, or custodian of each lot adjacent to a street or alley shall be responsible for maintaining the area between the curb and sidewalk, or between the edge of the street and the property line where there is no curb or sidewalk, and the area between the center line of the right of way and the property line of an unimproved street and the property line.

(b) No owner or occupant, or any other person, firm or corporation, having the care of any ~~lot or land~~lands adjacent to a street or alley within the City shall fail to cut down and remove therefrom all offensive and noxious weeds, vines and grass of a height of ten (10) ~~twelve~~ inches or more and any and all weeds, vines, and grass constituting a threat to the public health, safety, comfort, or welfare. Weeds or grass ten (10) inches or higher is a prima facie violation of this chapter.

(c) ~~(b) Weeds or grass ten inches or higher is a prima facie violation of this chapter.~~ Lands adjacent to a street or alley shall be kept free of trash and debris, including any temporary signs.

(d) The owner, occupant, or custodian shall remain responsible for maintenance of the lands adjacent to a street or alley and right of way areas described herein, regardless of whether the City performs maintenance activities in such areas from time to time. City maintenance of any right of way shall not relieve the owner of their obligations under this chapter.

(Ord. 11-60. Passed 6-27-11; Ord. 13-23. Passed 4-8-13)

905.02. Notice to cut.

(a) When the City Manager or his designated agent determines that such weeds, vines, and grass, as described in Section 905.01~~(a)~~, exist, he or she shall forthwith serve written notice upon the owner or occupant, or any other person, firm or corporation, having the care of such lot or land, ordering the cutting and removal of such weeds, noxious grasses, and vines.

(b) If the address of the owner or other person having charge of the land is unknown, it is sufficient to publish the notice on the City's website for one week or once in a newspaper of general circulation in the County.

(c) Only one notice per calendar year under subsections (a) or (b) hereof is required for a lot or parcel. If, after a notice has been served in accordance with this section, the City Manager, or his designated agent, determines that a subsequent violation has occurred, the City may proceed with the remedy set forth in Section 905.04 without further notice.

(Ord. 11-60. Passed 6-27-11; Ord. 13-23. Passed 4-8-13)

~~[1]State law reference(s) — Notice to cut noxious weeds - see Ohio R.C. 731.51 et seq.; Destruction of weeds - see Ohio R.C. 971.33 et seq.; Noxious weeds - see OAC 901:5-31~~

905.03. Failure to comply.

No owner, occupant or any other person, firm or corporation, having the care of a lot or land, shall fail to comply with the notices provided for in Section 905.02 within five (5) days from the receipt thereof.

(Ord. 11-60. Passed 6-27-11)

905.04. Procedure when owner fails to comply with notice.

(a) If the owner, occupant or any other person, firm or corporation, having the care of the lands mentioned in Section 905.01~~(a)~~, fails to comply with the notice provided for in Section 905.02, the City shall cause such noxious weeds and grass to be cut and removed. Such cutting and removing shall be at the owner's expense and the costs, together with an administrative fee as provided in the Fee Schedule in Section 197.02, shall be assessed against the lot or land.

~~(b) [Reserved.]~~

~~(c) [Reserved.]~~

(Ord. 11-60. Passed 6-27-11; Ord. 13-60. Passed 10-14-13; Ord. 14-126. Passed 12-22-14)

~~905.05. Responsibility of adjacent owner.~~

~~The owner, occupant or custodian of each lot adjacent to a street or alley shall be responsible for the area between the curb and sidewalk, or between the edge of the street and the property line where there is no curb or sidewalk, and the area between the center line of the alley and the property line or the center line of an unimproved street and the property line.~~

~~(Ord. 11-60. Passed 6-27-11)~~

~~905.06. Application of chapter.~~

~~The provisions of this chapter shall apply only to those areas which are within 150 feet of any property line which includes a residence or place of business.~~

~~(Ord. 11-60. Passed 6-27-11)~~

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Sandra Pereira, Planning Department
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSIDERATION OF RESOLUTION NO. 26-28**
SUBJECT:	Resolution No. 26-28, a resolution indicating what services the City of Delaware will provide to 175.0 acres of land, more or less, description and map are attached hereto for the annexation known as the Price Farms II annexation by Elizabeth Seedorf, agent for the petitioner and declaring an emergency.

SUGGESTED ACTION:

ATTACHMENTS:

res 26-28, Fact Sheet ROS.docx
res 26-28, Resolution of Services.docx
Annexation petition for Price Farms II_ 175.0 acres.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 14 | DATE: May 11, 2026

ORDINANCE NO: | RESOLUTION NO: 26-28

READING: FIRST | PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, ICMA-CM CEcD, City Manager

VIA: Sandra Pereira, Director of Planning & Community Development

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 175.00 ± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED FOR THE ANNEXATION KNOWN AS PRICE TRUSTS II ANNEXATION FILED BY ELIZABETH SEEDORF, AGENT FOR THE PETITIONER AND DECLARING AN EMERGENCY.

BACKGROUND:
Ohio Revised Code Section 709.023 (C) requires that within 20 days following the date the annexation petition is filed, the legislative body to which the territory is proposed to be annexed shall, by resolution, adopt a statement as to what services, if any, it will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation.

A Pre-Annexation agreement was approved by City Council on April 27th which outlined the future expectations for development on these properties. The most significant of which, is a provision that does not allow for the construction of any homes in this area until sanitary sewer infrastructure is completed.

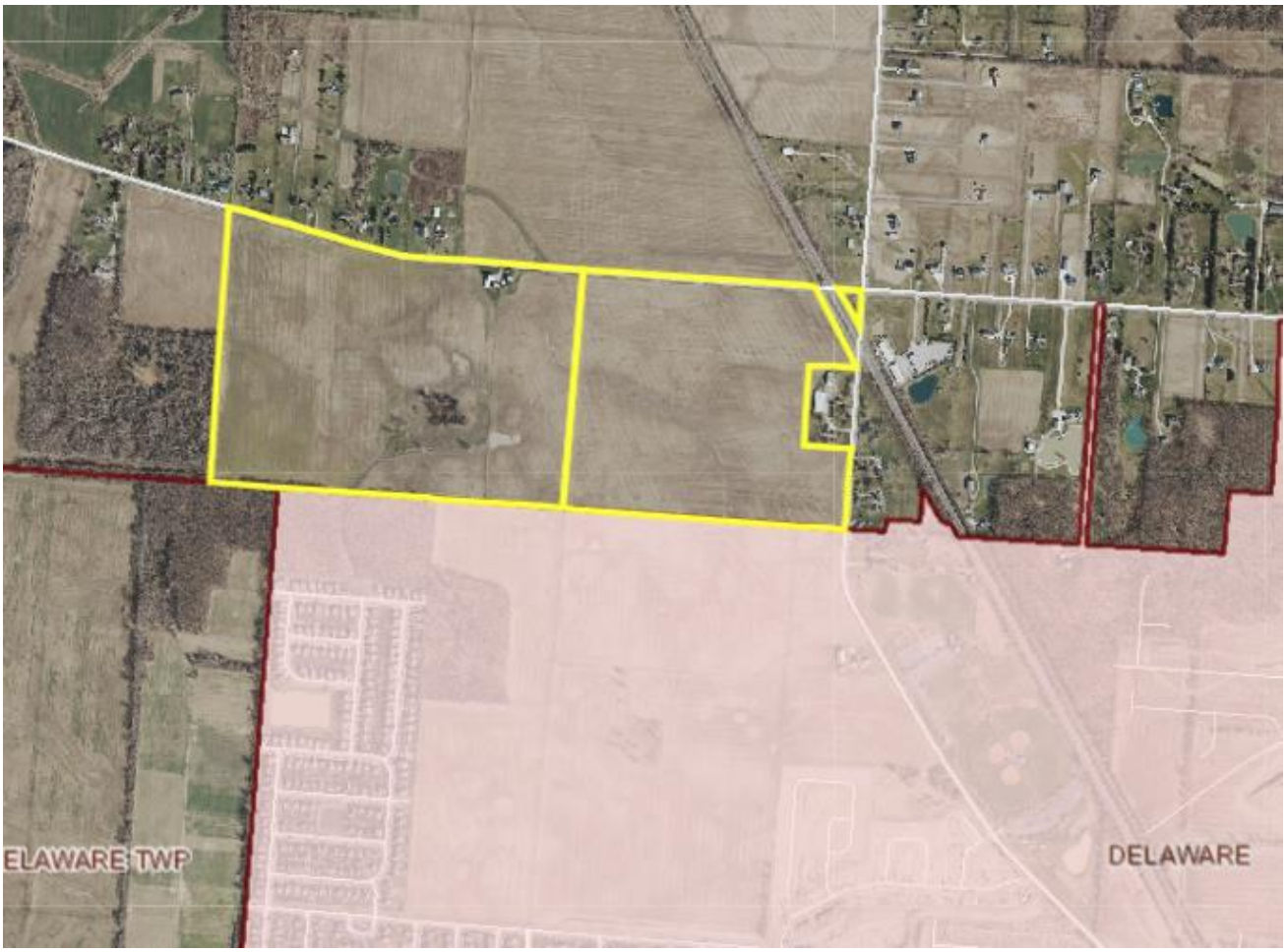
REASON WHY LEGISLATION IS NEEDED:
The Ohio Revised Code provides the process that annexations must follow throughout Ohio. This is the first city step in that process requiring passage of

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

ATTACHMENT(S)
Resolution of Services
Petition for Annexation (Includes Exhibits A & B)

MAP

2 parcels in Troy Township, Appx. 175 acres



RESOLUTION NO. 26-28

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 175.00 ± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED FOR THE ANNEXATION KNOWN AS PRICE TRUSTS II ANNEXATION FILED BY ELIZABETH SEEDORF, AGENT FOR THE PETITIONER AND DECLARING AN EMERGENCY.

WHEREAS, Elizabeth Seedorf, Esq., agent for the petitioners, has filed with the Delaware County Commissioners for annexation of 175.00± acres of land, more or less, the description and map are attached hereto; and

WHEREAS, Elizabeth Seedorf, Esq., as agent for the petitioners on May 4th, 2026 delivered to the Clerk of the Delaware City Council the notice of the filing of the annexation petition with the Board of County Commissioners of Delaware County and its clerk; and

WHEREAS, Ohio Revised Code Section 709.023(c), requires that within 20 days following the date the petition is filed, the City Council shall, by resolution, adopt a statement as to what services, if any, the City will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation.

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

SECTION 1. That upon annexation to the City of Delaware of 175.00± acres more or less as delineated in the attached "Exhibits A and B" within the petition, the City will provide the following services by the approximate date indicated below as to each, provided all necessary lines, hydrants, and other apparatus are installed by the property owner as required by the City and said services shall be provided under the same conditions and same costs as they are provided to other residents in the City of Delaware:

(a) Water – upon acceptance of annexation

(b) Sanitary Sewer – upon major off-site and downstream sanitary sewer capacity upgrades and extension of sanitary sewer to the annexed land.

(c) Refuse – upon acceptance of annexation

(d) Fire – upon acceptance of annexation

(e) Police – upon acceptance of annexation

(f) Road maintenance – upon acceptance of annexation

SECTION 2. That the Clerk of Council of the City of Delaware, shall prepare and furnish to the agent for the petitioners a certified copy of this resolution and file the same with the Delaware County Board of County Commissioners on or before 20 days from filing of the annexation petition.

SECTION 3. That if the territory is annexed and becomes subject to zoning by the City of Delaware and the City permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under the current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the Council of the City of Delaware will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed and the adjacent land remaining within the township for purposes of this ordinance, buffer includes open space, landscaping, fences, walls, and other structured elements; streets and street rights of way; and bicycle and pedestrian paths and sidewalks.

SECTION 4. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 5. This Resolution 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 to provide for the usual daily operation of a department or an office of the City; specifically, this Resolution is required to be immediately effective to satisfy the requirement of Ohio Revised Code Section 709.023(C) requiring adoption of this Resolution of Services within 20 days after the date that the annexation petition has been filed.

VOTE ON EMERGENCY CLAUSE: YEAS NAYS ___
ABSTAIN ____

PASSED: _____, 2026 YEAS ___ NAYS ___
ABSTAIN ____

ATTEST: _____ _____
CITY CLERK MAYOR

PETITION FOR ANNEXATION
TO THE CITY OF DELAWARE, OHIO
OF 175.0 +/-ACRES, MORE OR LESS, IN
TROY TOWNSHIP, DELAWARE COUNTY, OHIO

Now comes the undersigned, petitioner in the premises and being the sole owners of a certain area as hereinafter described, consisting of 175.0 +/-acres, more or less, in Troy Township, Delaware County, Ohio, which is contiguous and adjacent to the City of Delaware, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Troy, County of Delaware, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Elizabeth Seedorf, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitute all of the owners of the real estate in that territory. This petition may be signed in parts.

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

Name	Mailing Address
Phyllis H. Price and Julia Ann Clase, Co-Trustees of Paul F. Price Amended and Restated Intervivos Trust, Originally Dated Augst 5, 1998, As Amended October 1, 2024	1649 Troy Road Delaware, Ohio 43015 (PID 519-200-03-009-000)

Phyllis H. Price, Co-Trustee of the Paul F. Price Amended and Restated Intervivos Trust, Originally Dated August 5, 1998, As Amended October 1, 2024

By: Phyllis H. Price 4-28-26
Date Signed

Julia Ann Clase, Co-Trustee of the Paul F. Price Amended and Restated Intervivos Trust, Originally Dated August 5, 1998, As Amended October 1, 2024

By: Julia Ann Clase 4/28/26
Date Signed

RECEIVED
MAY 04 2026
City of Delaware Council Clerk

DELAWARE COMMISSIONERS
MAY 4 2026 AM 10:45

PETITION FOR ANNEXATION
TO THE CITY OF DELAWARE, OHIO
OF 175.0 +/-ACRES, MORE OR LESS, IN
TROY TOWNSHIP, DELAWARE COUNTY, OHIO

Now comes the undersigned, petitioner in the premises and being the sole owners of a certain area as hereinafter described, consisting of 175.0 +/-acres, more or less, in Troy Township, Delaware County, Ohio, which is contiguous and adjacent to the City of Delaware, Ohio, according to the statutes of the State of Ohio. Said area is situated in the Township of Troy, County of Delaware, and State of Ohio; and an accurate legal description of the perimeter is attached hereto and made a part hereof as Exhibit "A" and an accurate map of the territory proposed for annexation is attached hereto and made a part hereof as Exhibit "B".

Elizabeth Seedorf, Esq., of 52 East Gay Street, Columbus, Ohio 43215, is the person to act as agent for the undersigned petitioner as required by Section 709.02 of the Ohio Revised Code.

This petition is for an Expedited II annexation, under Sections 709.021 and 709.023 of the Ohio Revised Code.

The total number of owners in the territory sought to be annexed is four, and all owners have signed this annexation petition. The person(s) who signed this petition are the only owners of the real estate located within the territory proposed for annexation and constitute all of the owners of the real estate in that territory. This petition may be signed in parts.

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

Name	Mailing Address
Phyllis H. Price and Julia Ann Clase, Co-Trustees of the Phyllis H. Price Amended and Restated Intervivos Trust Originally Dated August 5, 1998, as Amended October 1, 2024	1649 Troy Road Delaware, Ohio 43015 (PID 519-200-03-010-000)

Phyllis H. Price, Co-Trustee
of the Phyllis H. Price Amended and Restated Intervivos Trust
Originally Dated August 5, 1998, as Amended October 1, 2024

By: Phyllis H. Price 4-28-26
Date Signed

Julia Ann Clase, Co-Trustee
of the Phyllis H. Price Amended and Restated Intervivos Trust
Originally Dated August 5, 1998, as Amended October 1, 2024

By: Julia Ann Clase 4/28/2026
Date Signed

DELAWARE COMMISSIONERS
MAY 4 2026 AM 10:45

NOTICE OF FILING OF PETITION FOR ANNEXATION

To: Sarah Dinovo
Clerk of the Council of the City of Delaware
1 South Sandusky Street
Delaware, Ohio 43015

Re: Proposed annexation of 175.0 +/- acres in Troy Township, Delaware County, Ohio to the City of Delaware, Ohio.

In accordance with Section 709.023(B) of the Ohio Revised Code, notice is hereby given that a petition for annexation to the City of Delaware, Ohio, for 175.0 +/- acres, more or less, in Troy Township, Delaware County, Ohio, was filed with the Board of County Commissioners of Delaware County, Ohio, on the 4th day of May, 2026. Attached hereto and made a part hereof is the petition for annexation to which the legal description of the 175.0 +/- acres and the plat therefore are attached.

Date: May 4, 2026

Elizabeth Seedorf, Agent for Petitioner
52 East Gay Street
Columbus, Ohio 43215
Telephone: 614-464-6363

Received by City of Delaware this 4 *day of* May, *2026.*

Signature: Sarah Dinovo
Name: SARAH DINOVO

Exhibit A

Proposed Annexation

Containing 175.0 +/- Acres
From Troy Township to the City of Delaware
The petition is filed as expedited II annexation proceeding
under sections 709.021 and 709.023 of the Ohio Revised Code

Situated in the Township of Troy, County of Delaware, State of Ohio, Section 2, Township 5, Range 19, Part of Farm Lot 8, United States Military Lands, being all of a 100.00 acre tract of land as conveyed to Phyllis H. Price and Julia Ann Clase, Co-Trustees of the Paul F. Price Amended and Restated Intervivos Trust Originally Dated August 5, 1998, As Amended October 1, 2024, of record in Official Record 647, Page 506, re-recorded in Official Record Volume 648, Page 355 and Instrument Number 202600009089, and being all of a 75.7 acre original tract of land as conveyed to Phyllis H. Price and Julia Ann Clase, Co-Trustees of the Phyllis H. Price Amended and Restated Intervivos Trust Originally Dated August 5, 1998, As Amended October 1, 2024, of record in Official Record 647, Page 510 and Instrument Number 202600009089, being part of a railroad parcel as conveyed to Old C.D. & M. Electric Ry Co., being part of a railroad parcel as conveyed to Chessie Systems Railroad Old Hocking Valley Railroad, all document references are to the records the Recorder's Office of Delaware County, Ohio, and being more particularly described as follows:

BEGINNING at the northwesterly corner of a plat entitled "Lantern Chase Phase 2 Section 6 Part 2", of record in Plat Cabinet 4, Slide 67;

Thence North 85°26'23" West, with the northerly line of a 103.97 acre tract of land as conveyed to Millers' Country Gardens, Ltd., of record in Official Record 280, Page 2471, a distance of 483.95 feet to the southeasterly corner of a 88.281 acre tract of land as conveyed to Mary Gay Williamson, Trustee, of record in Official Record 1601, Page 1426;

Thence North 4°15'35" East, with the easterly line of said 88.281 acre tract, a distance of 1952.19 feet to the northeasterly corner thereof and in the centerline of Hills-Miller Road (T.R. 192)(60 foot right of way);

Thence South 73°49'38" East, with said centerline, with the southerly line of a 5.100 acre tract of land as conveyed to Clifford B. Doughman and Kathleen J. Doughman, of record in Official Record 0518, Page 248, with the southerly line of a 5.005 acre tract of land as conveyed to Terry W. Williams and Kelly M. Williams, of record in Official Record 1807, Page 2481, with the southerly line of a 5.040 acre tract of land as conveyed to Jeremy L. Froelich and Jasmine N. Froehlich, of record in Official Record 1296, Page 2079, with the southerly line of a 5.139 acre tract of land as conveyed to Billy W. Moore and Elizabeth A. Moore, of record in Official Record 504, Page 86, with the southerly line of a 5.238 acre tract of land as conveyed to Todd M. Barnhart and Diane M. Barnhart, of record in Official Record 1902, Page 1902, Page 178, with the southerly line of a 5.337 acre tract of land as conveyed to Charles Magill and Linda Magill, of record in Official Record 482, Page 828 and with the southerly line of a 2.455 acre tract of land as conveyed to Charles E. Hall and Chris D. Hall, of record in Official Record 548, Page 819, with the southerly line of a 3.959 acre tract of land as conveyed to Douglas Erik Zerbe, of record in Official Record 2007, Page 407, a distance of 1240.04 feet to an angle point in the southerly line of said 3.959 acre tract and said centerline;

Thence South 84°52'23" East, with said centerline, with the southerly line of said 3.959 acre tract, with the southerly line of a 6.788 acre tract of land as conveyed to Rudolph Zupanc and Lani Zupanc, of record in Official Record 1516, Page 2818, and with the southerly line of a 77.410 tract of land as conveyed to Julia Ann Clase of record in Official Record 2132, Page 251, a distance of 1948.42 feet to an angle point in the southerly line in said centerline;

Thence South 85°32'23" East, with said centerline and with the southerly line of said 77.410 acre tract, a distance of 1027.58 feet to the southeasterly corner thereof and in the westerly line of Old C.D. & M. Electric Ry Co. and Ohio Edison Company Parcel;

Thence South 88°04'08" East, with said centerline, in part through said railroad parcels, a distance of 335.31 feet to the northeasterly corner of said 75.7 acre tract, being the centerline intersection of said Hills-Miller Road and Troy Road (60' right of way)(C.R. 7);

Thence South 4°11'47" West, with the centerline of said Troy Road, in part through said railroad parcels, a distance of 565.57 feet to the northeasterly corner of a 1.236 acre tract of land as conveyed to David C. Andrews, of record in Official Record 1492, Page 586;

Thence North 85°15'43" West, with the northerly line of said 1.236 acre tract and with the northerly line of a 1.386 acre tract of land as conveyed to Phyllis H. Price and Julia Ann Clase, Co-Trustees of the Phyllis H. Price Amended and Restated Intervivos Trust Originally Dated August 5, 1998, As Amended October 1, 2024, of record in Official Record 2120, Page 1611 and Instrument Number 202600009089, a distance of 333.00 feet to the northwesterly corner of said 1.386 acre tract;

DELAWARE COMMISSIONERS
MAY 4 2026 AM10:45

Thence South 4°38'27" West, with the westerly line of said 1.386 acre tract and with the westerly line of a 1.682 acre tract of land as conveyed to Phyllis H. Price and Julia Ann Clase, Co-Trustees of the Phyllis H. Price Amended and Restated Intervivos Trust Originally Dated August 5, 1998, As Amended October 1, 2024, of record in Official Record 647, Page 510 and Instrument Number 202600009089, a distance of 563.00 feet to the southwesterly corner thereof

Thence South 85°15'43" East, with the southerly line of said 1.682 acre tract, a distance of 333.37 feet to a point in the centerline of Troy Road (C.R. 7, 60 foot right of way) and being in the westerly line of a 3.59 acre tract of land as conveyed to Michael Wade and Melissa Wade, of record in Official Record 169, Page 1484;

Thence South 4°36'10" West, with said centerline, with the westerly line of said 3.59 acre tract, with the westerly line of a 1.595 acre tract of land as conveyed to Mayra Melissa Martinez and Juan Carlos Solis Radilla, of record in Official Record 2170, Page 255 and with the westerly line of a 0.556 acre tract of land as conveyed to Aaron D. Mueller and Adrienne E. Mueller, of record in Official Record 1990, Page 1857, a distance of 569.90 feet to the easterly corner of a 10.625 acre tract of land as conveyed to Phyllis H. Price and Julia Ann Clase, Co-Trustees of the Paul F. Price Amended and Restated Intervivos Trust Originally Dated August 5, 1998, As Amended October 1, 2024, of record in Official Record 647, Page 506, re-recorded in Official Record Volume 648, Page 355 and Instrument Number 202600009089, known as Parcel 4;

Thence with the existing City of Delaware Corporation Line, of record in Instrument Number 2026-00004138 and Ordinance Number 25-75, and of record in Plat Book 10, Page 19 and Ordinance Number 73-11, the following courses:

North 85°46'29" West, through the westerly right of way line of said Troy Road, with the northerly line of a said 10.625 acre tract, a distance of 341.54 feet to the northwesterly corner of a 155.60 acre (original) tract of land as conveyed Phyllis H. Price and Julia Ann Clase, Co-Trustees of the Paul F. Price Amended and Restated Intervivos Trust Originally Dated August 5, 1998, As Amended October 1, 2024, of record in Official Record 647, Page 506, re-recorded in Official Record Volume 648, Page 355 and Instrument Number 202600009089;

North 85°26'23" West, with the northerly line of said 155.60 acre (original) tract and a 29.33 acre tract of land as conveyed to Phyllis H. Price and Julia Ann Clase, Co-Trustees of the Phyllis H. Price Amended and Restated Intervivos Trust Originally Dated August 5, 1998, As Amended October 1, 2024, of record in Official Record 647, Page 510 and Instrument Number 202600009089, with the northerly line of said Lantern Chase Phase 2 Section 6 Part 2, a distance of 3692.55 feet to the **TRUE POINT OF BEGINNING** containing **175.0 +/-** acres, more or less.

This annexation description is a general description of the location of the property to be annexed and is not a boundary survey as defined in the O.A.C. Chapter 4733-37. The above description is for annexation purposes only and not intended to be used for the transfer of real property. This Annexation does not create any unincorporated islands.

The above annexation contains 4,034.09 +/- lineal feet that is contiguous with the Existing Corporation Line of the City of Delaware, with a total perimeter of 13,383.42 +/- lineal feet to be annexed to the City of Delaware, that being 30.14% of the perimeter length that is contiguous to the Existing Corporation Line of the City of Delaware.



CESO Inc.

4/27/26

Matthew J. Ackroyd, PS
Registered Surveyor No. 8897

Delaware County Engineer:
Map Department
I hereby certify the within to be a true copy of the original on file in the Map Department.

Chris E. Bauserman, P.E., P.S.,

County Engineer

4/27/2026

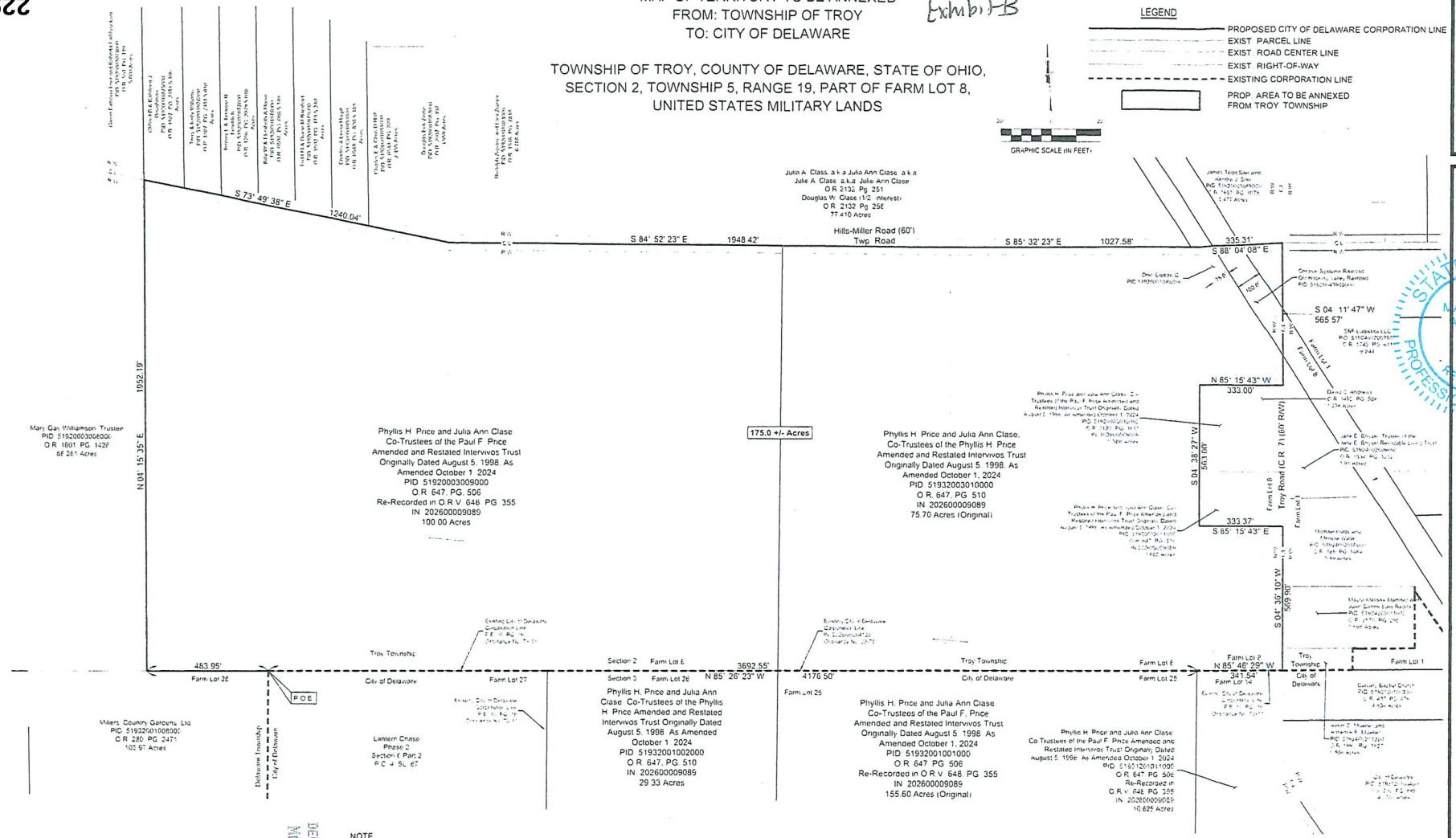
Supervisor Date

DELAWARE COMMISSIONERS
MAY 4 2026 AM 10:45

MAP OF TERRITORY TO BE ANNEXED
FROM: TOWNSHIP OF TROY
TO: CITY OF DELAWARE

Exhibit B

TOWNSHIP OF TROY, COUNTY OF DELAWARE, STATE OF OHIO,
SECTION 2, TOWNSHIP 5, RANGE 19, PART OF FARM LOT 8,
UNITED STATES MILITARY LANDS



DELAWARE COUNTY ENGINEER
MAP DEPARTMENT

I HEREBY CERTIFY THE WITHIN TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THE MAP DEPARTMENT

CHRIS E. BAUSERMAN, P.E., P.S.
COUNTY ENGINEER

SUPERVISOR — DATE 4/27/2026

DELAWARE COUNTY COMMISSIONERS
MAY 4 2026 10:46

NOTE
THIS PETITION IS FILED AS AN EXPEDITED II ANNEXATION PROCEEDING UNDER SECTION 709.021 & 709.023 O.R.C.

CONTIGUITY NOTE
TOTAL PERIMETER OF ANNEXATION AREA IS 13,383.42± FT. OF WHICH 4,034.09 ± FT IS CONTIGUOUS WITH THE CITY OF DELAWARE BY ORDINANCE NUMBERS 73-11 AND 25-75 GIVING 30.14% CONTIGUITY WITH THE EXISTING CITY OF DELAWARE CORPORATION LINE

LENGTH OF ROADWAY AFFECTED BY ANNEXATION

- 4,551.65 LINEAL FEET OF TOWNSHIP ROADS
- 1,135.47 LINEAL FEET OF COUNTY ROADS
- 0 LINEAL FEET OF U.S. OR STATE ROUTE

THIS ANNEXATION DOES NOT CREATE ANY UNINCORPORATED ISLANDS

Acreage Breakdown

Troy Township (175.0 +/- Acres)

Phyllis H. Price and Julia Ann Clase Trustee Parcels	173.0 +/- Acres
Railroad Parcels	2.0 +/- Acres

THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE DELAWARE COUNTY ENGINEER, RECORDER, AND AUDITOR'S OFFICE, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

4/27/26

MATTHEW J. ACKROYD, OHIO PS NO. 8897 — DATE
matt.ackroyd@cesoinc.com

CESO
www.cesoinc.com

STATE OF OHIO
MATTHEW J. ACKROYD
S-8897
REGISTERED
PROFESSIONAL SURVEYOR

Annexation
175.0 +/-

Revisions / Submissions

ID	Description	Date

Project Number	765274
Scale	1"=200'
Drawn By	PJM
Checked By	ALB
Date	04/24/2026
Issue	N.A.

Drawing Title

1

Todd M. & Diane M. Barnhart
or Current Occupant
2140 Hills-Miller Road
Delaware, Ohio 43015

Glenn & Roberta Fathbruckner
or Current Occupant
2350 Hills-Miller Road
Delaware, Ohio 43015

Charles E. & Chris D. Hall
or Current Occupant
2070 Hills-Miller Road
Delaware, Ohio 43015

Millers Country Gardens, Ltd.
or Current Occupant
2492 State Route 37
Delaware, Ohio 43015

Phyllis H. Price, Trustee
or Current Occupant
1649 Troy Road
Delaware, Ohio 43015

Douglas Erik Zerbe
or Current Occupant
2020 Hills-Miller Road
Delaware, Ohio 43015

Jane E. Boysel, Trustee
or Current Occupant
1660 Troy Road
Delaware, Ohio 43015

Aaron D. & Adrienne E. Mueller
or Current Occupant
1502 Troy Road
Delaware, Ohio 43015

James T. & Kendra J. Siler
or Current Occupant
1961 Troy Road
Delaware, Ohio 43015

James A. Longstreth, Trustee
or Current Occupant
1350 Hills-Miller Road
Delaware, Ohio 43015

Julia A. & Douglas W. Clase
or Current Occupant
4444 Gooding Road
Marion, Ohio 43302

Jeremy L. & Jasmine N. Froehlich
or Current Occupant
2200 Hills-Miller Road
Delaware, Ohio 43015

Lantern Chase Homeowners Ass'n
c/o Town Properties
777 Dearborn Park Lane
Worthington, Ohio 43085

Billy W. & Elizabeth A. Moore
or Current Occupant
2170 Hills-Miller Road
Delaware, Ohio 43015

Terry & Kelly Williams
or Current Occupant
2244 Hills-Miller Road
Delaware, Ohio 43015

Rudolph & Lani Zupanc
or Current Occupant
7520 S. Sectionline Road
Delaware, Ohio 43015

Calvary Baptist Church
or Current Occupant
1450 Troy Road
Delaware, Ohio 43015

First Energy Corporation
or Current Occupant
341 White Pond Drive
Akron, Ohio 44320

Michael & Mellissa Wade
or Current Occupant
1602 Troy Road
Delaware, Ohio 43015

Clifford B & Kathleen J Doughman
or Current Occupant
2280 Hills-Miller Road
Delaware, Ohio 43015

Charles & Linda Magill
or Current Occupant
2110 Hills-Miller Road
Delaware, Ohio 43015

Phyllis H. Price and Julia Ann
Clase, Co-Trustees
or Current Occupant
1649 Troy Road
Delaware, Ohio 43015

Mary Gay Williamson, Trustee
or Current Occupant
970 State Route 203
Delaware, Ohio 43015

David C. Andrews
or Current Occupant
1679 Troy Road
Delaware, Ohio 43015

Mayra Martinez & Juan Radilla
or Current Occupant
1542 Troy Road
Delaware, Ohio 43015

SBF Logistics LLC
or Current Occupant
P.O. Box 262
Delaware, Ohio 43015

Nate Bebout
Or Current Occupant
1602 Troy Road
Delaware, Ohio 43015

DELAWARE COMMISSIONERS
MAY 4 2026 AM10:46

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Ted Miller, Parks and Recreation
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSIDERATION OF RESOLUTION NO. 26-30**
SUBJECT:	Resolution No. 26-30, a resolution authorizing the City Manager to sign and enter into an Intergovernmental Agreement with Delaware County Veterans Service Commission to receive funds to secure improvements to the new veteran's section of Oak Grove Cemetery.

SUGGESTED ACTION:

ATTACHMENTS:

Fact Sheet, 26-30, Oak Gove Cemetery VA improvements.docx
res 26-30, CIty VA Services MOU.docx
CIty VA Services MOU - 050426.docx

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 15 | DATE: 05/11/2026

ORDINANCE NO: | RESOLUTION NO: 26-30

READING: FIRST | PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul Brake, City Manager

VIA: Ted Miller, Parks and Recreation Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DELAWARE COUNTY VETERANS SERVICE COMMISSION TO RECEIVE FUNDS TO SECURE IMPROVEMENTS TO THE NEW VETERAN'S SECTION OF OAK GROVE CEMETERY.

BACKGROUND:
The Oak Grove Cemetery is proposing improvements to a new Veterans section located at the Sandusky Street entrance of the cemetery. The improvements will include a concrete hardscape with bronze sculptures, a granite memorial, flagpoles, and benches.

The improvements will be coordinated with the Veterans Service Commission.

REASON WHY LEGISLATION IS NEEDED:
To allow for funding of the proposed improvements.

COMMITTEE RECOMMENDATION:
N/A

FISCAL IMPACT(S):

The Veterans Service Commission will cover the costs of the bronze sculptures and the granite memorial, up to $320,000.

POLICY CHANGES:
Not applicable.

PRESENTER(S):
Ted Miller, Parks and Recreation Director

RECOMMENDATION:
Approval

ATTACHMENT(S)
Concept

RESOLUTION NO. 26-30

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DELAWARE COUNTY VETERANS SERVICE COMMISSION TO RECEIVE FUNDS TO SECURE IMPROVEMENTS TO THE NEW VETERAN'S SECTION OF OAK GROVE CEMETERY.

WHEREAS, the City of Delaware, Ohio owns and maintains Oak Grove Cemetery, which contains an area dedicated for veterans ("Veterans' Section"); and

WHEREAS, the City of Delaware has maintained the Veteran's Section since taking over ownership of Oak Grove Cemetery; and

WHEREAS, the new Veterans Section of Oak Grove Cemetery needs construction improvements, the cost of which the Delaware County Veterans Service Commission ("VSC") has offered to fund as a reimbursement to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DELAWARE, STATE OF OHIO THAT:

SECTION 1. The City Manager is hereby authorized to enter into an Intergovernmental Agreement with the Delaware County Veterans Service Commission (a copy of which is attached).

SECTION 2. Council further directs and authorizes any necessary payment for the construction improvements to be established by a subsequent, supplemental appropriation ordinance.

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

SECTION 4. That this resolution shall be in force and effect immediately upon its passage.

PASSED: _____, 2026 YEAS____ NAYS____
ABSTAIN ____

ATTEST: _____ _____

CITY CLERK MAYOR

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DELAWARE AND THE
DELAWARE COUNTY VETERANS SERVICE COMMISSION

This Intergovernmental Agreement ("Agreement") is made and entered into on May _____, 2026 ("Effective Date") between the City of Delaware, an Ohio municipal corporation (the "City"), whose principle place of business is 1 S. Sandusky Street, Delaware, OH 43015 and the Delaware County Veterans Service Commission, whose principle place of business is 91 N. Sandusky Street, Delaware, OH 43015 (the "VSC"). The City and VSC are individually and collectively referred to herein as a "Party" or "the Parties," respectively.

WHEREAS, the City of Delaware is the owner of Oak Grove Cemetery located at 334 S. Sandusky Street, Delaware OH 43015, which includes a certain section designated for the burial of veterans (the "Veterans Sections"); and

WHEREAS, the Veterans Sections are further compartmentalized into smaller sections, one of which is the "Veterans East Section;" and

WHEREAS, the Veterans East Section needs construction improvements, the cost of which the VSC has offered to fund.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter described, the Parties agree to the following and that it serves their interests to do so:

Section 1. City's Responsibilities. The City shall be responsible for all aspects of completing and ensuring the construction of a new Veterans East memorial that will include bronze sculptures, flagpoles, benches and granite marker (the "Construction Improvements"). The Construction Improvements are anticipated to be completed by _____, 2026. The City shall be responsible for ensuring the Construction Improvements are implemented safely and appropriately according to all applicable law and standards of professional workmanship. Any insurance requirements necessary for completion of the Construction Improvements shall be administered and borne by the City.

Section 2. VSC Payment. In consideration of the City's agreement to complete the Construction Improvements, the VSC shall contribute three hundred and twenty thousand dollars ($320,000.00) (the "Payment") to the City towards the cost of the Construction Improvements. The VSC's Payment shall be paid as a reimbursement to the City, payable within 30 days of receipt of a final invoice from the City.

Section 3. Miscellaneous.

(a) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(b) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

DRAFT

(c) Effective Date; Term. This Agreement shall become effective on the date set forth in the preamble hereto and shall continue for one (1) year, or until receipt of the Payment by the City, whichever occurs first.

(d) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(e) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(f) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(g) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the County other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the VSC contained in this Agreement.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the VSC, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(i) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered

by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(j) Limit on Liability. As political subdivisions of the State of Ohio, the Parties are prohibited from indemnifying each other under this Agreement and hereby affirmatively will not indemnify each other for any claims or disputes arising from this Agreement. Each Party is solely responsible for their own acts or omissions and the acts or omissions of each Party's respective officers, employees, and agents conducted in connection with this Agreement. Nothing in this Agreement shall be construed as a waiver of any defenses or immunities of either Party under applicable law.

(k) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(i) the City at:
City of Delaware
1 South Sandusky Street
Delaware, Ohio 43015
Attention: City Manager

(ii) the VSC at:
Delaware County
91 North Sandusky Street
Delaware, Ohio 43015
Attention: Veterans Service Commission President

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(l) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(m) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(n) 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, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That 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.

(o) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(p) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(q) Relationship of the Parties. The Parties are governmental entities and are individual, autonomous contracting Parties. Neither Party shall be considered an agent or employee of the other Party for purposes of fulfilling this Agreement. Except as otherwise provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

IN WITNESS WHEREOF, the City and the Delaware County Veterans Service Commission have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CITY OF DELAWARE, OHIO	**DELAWARE COUNTY, OHIO VETERANS SERVICE COMMISSION**
By:_____	
By:_____	
Paul Brake	John McAllister
Delaware City Manager	President

Approved as to form:

_____

David Moser
Delaware City Attorney

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Jonathan Owen, City Engineer
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSIDERATION OF RESOLUTION NO. 26-31**
SUBJECT:	Resolution No. 26-31, a resolution authorizing the City Manager to submit applications for County, State, and Federal grant funding and to enter into associated grant agreements as required for the planning, design, and construction of the Glenn Parkway Extension project and declaring an emergency.

SUGGESTED ACTION:

ATTACHMENTS:

Res 26-31, Fact Sheet Glenn Pkwy Funding.docx
Res 26-31 Glenn Pkwy Funding.docx
DEL3-GlennPkwy.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 16 DATE: 5/11/2026

ORDINANCE NO: RESOLUTION NO: 26-31

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Jonathan R. Owen, City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COUNTY, STATE, AND FEDERAL GRANT FUNDING AND TO ENTER INTO ASSOCIATED GRANT AGREEMENTS AS REQUIRED FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF THE GLENN PARKWAY EXTENSION PROJECT AND DECLARING AN EMERGENCY.

BACKGROUND:
Glenn Parkway is a city arterial street currently existing between US 23 and Berlin Station Road. The City's Thoroughfare Plan includes the extension of Glenn Parkway to Curve Road, and the improvement of existing Glenn Road from Curve Road to US 36. Completion of the Thoroughfare Plan segments from Berlin Station Road to US 36 will provide for a vital transportation element on the City's east side that will serve existing traffic and future traffic due to development in and around the City's Southeast Focus Area Plan. The completion of Glenn Parkway from Berlin Station Road to US 36 is anticipated to occur over multiple phases.

The next phase of the Glenn Parkway Extension is planned to be the extension north from Berlin Station Road across the Norfolk Southern Railroad. This phase will include the removal of an existing at-grade crossing on Berlin Station Road. This project is included in the 2026-2030 Capital Improvement Plan and the 2026 budget appropriations included funding to begin engineering design of the

project. Future phases will be necessary to complete the entire corridor north to US 36.

This resolution authorizes the City Manager to submit grant applications for any federal, state, or county grant program. The immediate funding opportunity being pursued is the Railroad Crossing Elimination (RCE) grant program, a federal grant program authorized by the Infrastructure Investment and Jobs Act of 2021. This year's grant application is due June 8, 2026 and provides over $1.1 billion in funding for eligible projects. The State has a companion funding source administered by the Ohio Rail Development Commission (ORDC) that will be pursued and considered by the ORDC at its May 14, 2026 commission meeting. This project is eligible due to eliminating an existing at-grade crossing of the Norfolk Southern railroad.

REASON WHY LEGISLATION IS NEEDED:
To authorize the City Manager to submit grant applications and to enter into any agreements resulting from any grant funding that is awarded.

COMMITTEE RECOMMENDATION:
None

FISCAL IMPACT(S):
None; professional services costs are already included in the 2026 budget.

POLICY CHANGES:
None

PRESENTER(S):
Jonathan R. Owen, City Engineer

RECOMMENDATION:
Approval with emergency clause. The emergency clause is requested so that the resolution takes effect immediately because the Railroad Crossing Elimination (RCE) grant application is due less than 30 days from the date of the Council meeting.

ATTACHMENT(S):
Resolution
MORPC Competitive Advantage Program Project Profile

RESOLUTION NO. 26-31

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COUNTY, STATE, AND FEDERAL GRANT FUNDING AND TO ENTER INTO ASSOCIATED GRANT AGREEMENTS AS REQUIRED FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF THE GLENN PARKWAY EXTENSION PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the Glenn Parkway Extension from Berlin Station Road to US36 is a City of Delaware Thoroughfare Plan project; and

WHEREAS, the project will provide a vital transportation connection on the City's east side to serve existing and future traffic; and

WHEREAS, the project will remove an existing at-grade railroad crossing on Berlin Station Road; and

WHEREAS, the adopted 2026-2030 Capital Improvement Plan included funding for design in 2026 and 2027; and

WHEREAS, County, State, and Federal grant funding is available through various sources including but not limited to various federal funding programs administered by the Mid-Ohio Regional Planning Commission (MORPC), State Transportation Advisory Council (TRAC), Ohio Rail Development Commission (ORDC), and the federal Railroad Crossing Elimination (RCE) program.

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

SECTION 1. The City Manager is hereby authorized to sign and submit applications for any County, State, and Federal grant funding identified as being applicable to the project.

SECTION 2. The City Manager is hereby authorized to enter into grant agreements related to funding awarded from any County, State, and Federal source for the planning, design, and construction of the 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 Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 4. EMERGENCY CLAUSE. This Resolution is declared to be an emergency measure necessary to provide for the preservation of the public peace, property, health, safety, or welfare from an immediate danger, or to provide for the usual daily operation of a department or an office of the City, specifically to authorize funding applications currently available and as such will be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE: YEAS____NAYS____

ABSTAIN ____

PASSED: _____, 2026 YEAS____ NAYS____

ABSTAIN ____

ATTEST: _____ _____

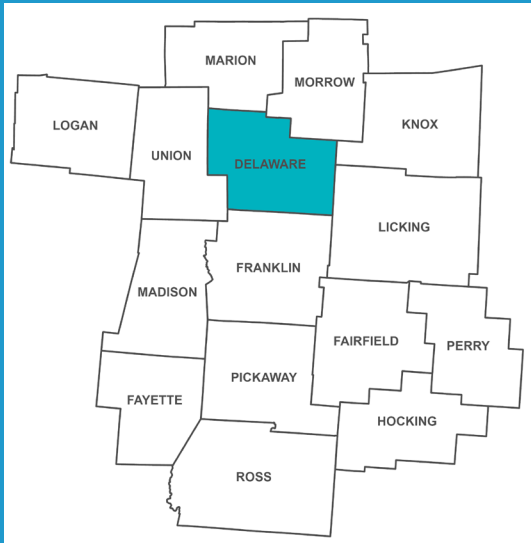
CITY CLERK MAYOR

GLENN PARKWAY EXTENSION

PROJECT PROFILE

This project extends Glenn Parkway from its current terminus at Berlin Station Road northward to US36 (including an upgrade of existing Glenn Road). The project includes a grade separated crossing of the Norfolk Southern railroad tracks and elimination of an existing at-grade crossing.

DELAWARE COUNTY



Lead Agency:
City of Delaware

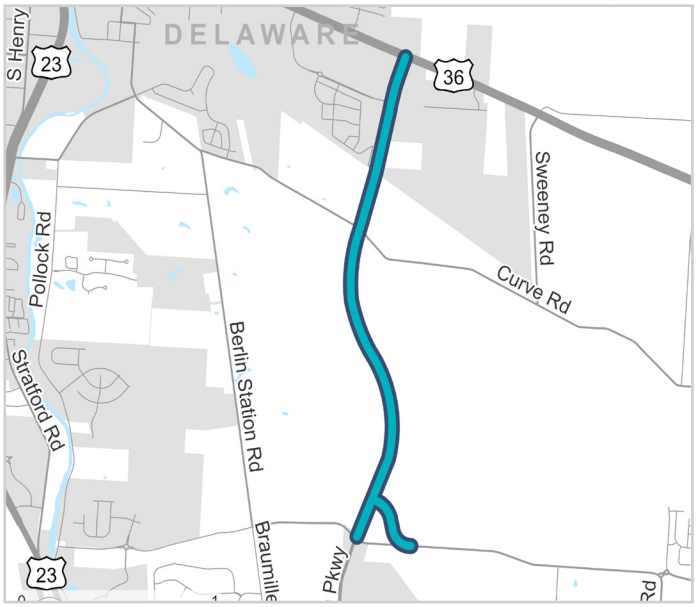
Partner Agencies:
ODOT District 6 (anticipated)

Program Pillar:
Sustainable and Efficient Economic Growth; Infrastructure Planning and Implementation

Project Contact:
Jonathan Owen, City Engineer, City of Delaware
jowen@cityofdelawareoh.gov

Project Benefits:

- Provides for mixed use developments including workforce housing and supports shovel ready site development.
- Provides access to development of a commercial corridor that includes office, retail, services, restaurants, and light industrial.
- Emphasizes multi-modal transportation along the corridor and implements other complete streets features.
- Supports the City's Comprehensive Plan and associated Southeast Focus Area Plan.
- Aligns with the MORPC Metropolitan Transportation Plan (MTP).



Project Location
Extension of Glenn Parkway, including an at-grade crossing elimination

TIER I PROJECT

MEMBERS OF CONGRESS

HOUSE

4 - Jordan

SENATE

Husted

Moreno

COMPETITIVE ADVANTAGE PROJECTS

ONE COLUMBUS Partners for Regional Growth & Prosperity

MID-OHIO REGIONAL MORPC PLANNING COMMISSION

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Jonathan Owen, City Engineer
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSIDERATION OF RESOLUTION NO. 26-32**
SUBJECT:	Resolution No. 26-32, a resolution authorizing the City Manager to submit applications for County, State, and Federal grant funding and to enter into associated grant agreements as required for the planning, design, and construction of the SR 37 Corridor and US 42 intersection improvements project and declaring an emergency.

SUGGESTED ACTION:

ATTACHMENTS:

Res 26-32, Fact Sheet 37 Corridor Funding.docx
Res 26-32 SR37 Corridor Funding.docx
DEL4-SR37Corridor.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 17 DATE: 5/11/2026

ORDINANCE NO: RESOLUTION NO: 26-32

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Jonathan R. Owen, City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COUNTY, STATE, AND FEDERAL GRANT FUNDING AND TO ENTER INTO ASSOCIATED GRANT AGREEMENTS AS REQUIRED FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF THE SR 37 CORRIDOR AND US 42 INTERSECTION IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.

BACKGROUND:

Long range planning by the City has included three major east side projects, comprised of (1) East William Street Widening, (2) The Point Improvements, and (3) the SR37 Corridor and US42 Intersection Improvements. With the upcoming completion of the Point Improvements, two of the three planned projects will be complete.

A first phase portion of the SR 37 Corridor improvements (from Potter Street to the Point) has committed funding in the 2026-2030 CIP while a second phase of the project (the SR37 and US42 intersection) is included in the CIP as an unfunded project. Staff intends to pursue additional funding so that the full scope of needed improvements can be executed together in one project. If grant applications are successful, one project instead of two phases can be delivered, to reduce the number of times traffic on East Central is impacted by construction. The upcoming 2027-2031 CIP will include a proposed funding package for the entire combined project.

The project was recently chosen as a Tier 1 project in MORPC's Competitive Advantage Program and requests were recently submitted through the offices of Senator Moreno and Senator Husted for federal congressionally directed spending toward this project.

This resolution authorizes the City Manager to submit grant applications for any federal, state, or county grant program. The immediate funding opportunities being pursued are federal funds administered by MORPC, the State Transportation Review Advisory Council (TRAC) funding, Ohio Public Works Commission, and County Roadway Grant Assistance Program.

REASON WHY LEGISLATION IS NEEDED:
To authorize the City Manager to submit grant applications and to enter into any agreements resulting from any grant funding that is awarded.

COMMITTEE RECOMMENDATION:
None

FISCAL IMPACT(S):
None; professional services costs are already included in the 2026 budget.

POLICY CHANGES:
None

PRESENTER(S):
Jonathan R. Owen, City Engineer

RECOMMENDATION:
Approval with emergency clause. The emergency clause is requested so that the resolution takes effect immediately to allow for upcoming grant applications.

ATTACHMENT(S):
Resolution
MORPC Competitive Advantage Program Project Profile

RESOLUTION NO. 26-32

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COUNTY, STATE, AND FEDERAL GRANT FUNDING AND TO ENTER INTO ASSOCIATED GRANT AGREEMENTS AS REQUIRED FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF THE SR 37 CORRIDOR AND US 42 INTERSECTION IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the SR 37 Corridor and US 42 Intersection Improvements Project ("Project") is comprised of improvements to SR 37 (East Central Avenue) between US 23 and US 36, including improvements to the intersection of SR 37 and US 42 and improvements to US 42 (Lake Street); and

WHEREAS, the Project is a City Thoroughfare Plan element that will provide vital improvements to the existing transportation network on the City's east side to serve existing and future traffic; and

WHEREAS, the Project is partially funded through the City's adopted 2026-2030 Capital Improvement Plan including with committed federal funds administered by the Mid-Ohio Regional Planning Commission; and

WHEREAS, County, State, and Federal grant funding is available through various sources including but not limited to the Ohio Public Works Commission, various federal funding programs administered by the Mid-Ohio Regional Planning Commission (MORPC), State Transportation Advisory Council (TRAC), and the County Roadway Grant Assistance Program.

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

SECTION 1. The City Manager is hereby authorized to sign and submit applications for any County, State, and Federal grant funding identified as being applicable to the Project.

SECTION 2. The City Manager is hereby authorized to enter into grant agreements related to funding awarded from any County, State, and Federal source for the planning, design, and construction of the 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 Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those

formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 4. EMERGENCY CLAUSE. This Resolution is declared to be an emergency measure necessary to provide for the preservation of the public peace, property, health, safety, or welfare from an immediate danger, or to provide for the usual daily operation of a department or an office of the City, specifically to authorize funding applications currently available and as such will be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE: YEAS____NAYS____

ABSTAIN ____

PASSED: _____, 2026 YEAS____ NAYS____

ABSTAIN ____

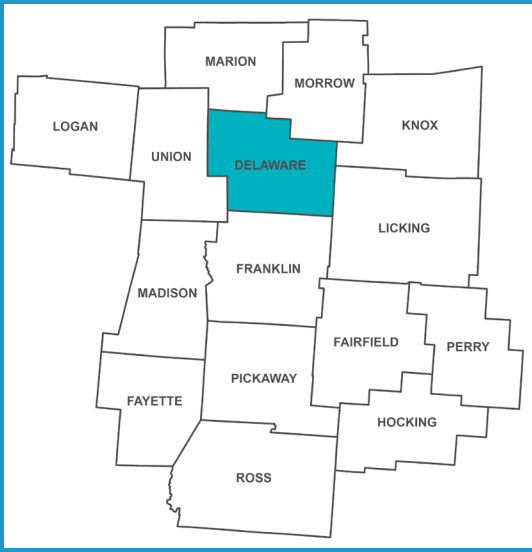
ATTEST: _____ _____

CITY CLERK MAYOR

SR37 CORRIDOR AND US42 INTERSECTION IMPROVEMENTS

The improvements at the SR37 corridor and US42 intersection aim to improve safety and decrease congestion along the SR37 corridor between US23 and I71. Both US36 and SR37 in the City of Delaware serve as the connection between US23 and I71 via a split interchange with US23. These routes provide an important regional network connection, serving both local traffic and as an NHS route, National Truck Network, and a Federal Aid Primary route.

DELAWARE COUNTY



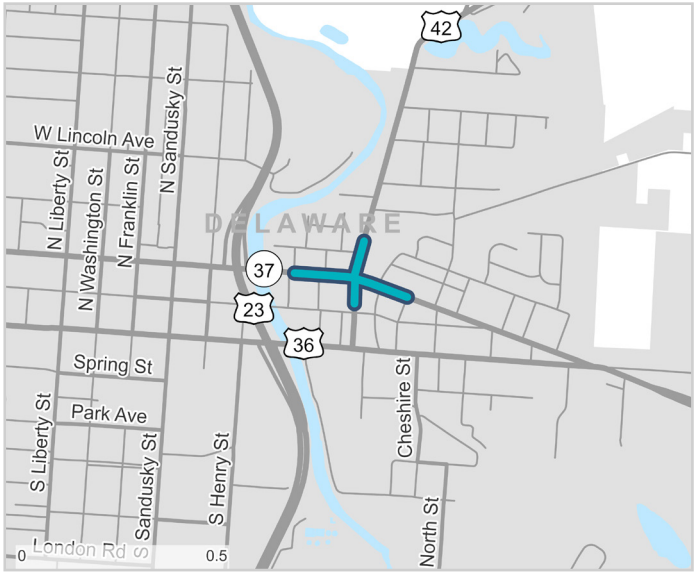
Lead Agency:
City of Delaware

Program Pillar:
Sustainable and Efficient Economic Growth; Infrastructure Planning and Implementation

Project Contact:
Jonathan Owen, City Engineer, City of Delaware
jowen@delawareohio.net

Project Benefits:

- Provides enhanced safety, reduced congestion, and capacity for continued growth in the region.
- Supports redevelopment in the immediate vicinity, including several workforce housing projects.
- Provides complete streets facilities and connections to existing shared use paths to support safety for pedestrians, travel, and recreation.
- Supports the City's safety action plan and included in the City's adopted 2026-2030 Capital Improvements Plan (CIP).



Project Location
SR37 at US42

COMPETITIVE ADVANTAGE PROJECTS

ONE COLUMBUS Partners for Regional Growth & Prosperity

MID-OHIO REGIONAL MORPC PLANNING COMMISSION

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Jonathan Owen, City Engineer
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSIDERATION OF RESOLUTION NO. 26-33**
SUBJECT:	Resolution No. 26-33, a resolution authorizing the City Manager to submit applications for County, State, and Federal grant funding and to enter into associated grant agreements as required for the planning, design, and construction of the US 42 corridor and intersection improvements project and declaring an emergency.

SUGGESTED ACTION:

ATTACHMENTS:

Res 26-33 Fact Sheet US42 Corridor Funding.docx
Res 26-33 US42 Corridor Funding.docx
DEL6-US42.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 18 DATE: 5/11/2026

ORDINANCE NO: RESOLUTION NO: 26-33

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Jonathan R. Owen, City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:
A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COUNTY, STATE, AND FEDERAL GRANT FUNDING AND TO ENTER INTO ASSOCIATED GRANT AGREEMENTS AS REQUIRED FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF THE US 42 CORRIDOR AND INTERSECTION IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.

BACKGROUND:
In anticipation of major growth in the City's Southwest Focus Area, the City conducted a traffic study to identify the improvements to US 42 that would be necessary to accommodate the additional traffic generated by development and the regional growth in traffic on US 42. The traffic study evaluated the US 42 corridor from Owen-Fraley Road to London Road as well as the Sawmill Parkway corridor between US 42 and Bunty Station Road. The study determined that US 42 needs to be 2-lanes in each direction with intersection upgrades at Owen-Fraley Road, Sawmill Parkway, and London Road.

Active developments in the vicinity include Maridel and Addison Sawmill. Even without these specific developments, US 42 is seeing increased traffic. With the extension of City water and sewer utilities to the area, development in the area is expected to intensify.

Funding that is currently committed includes a $1.5 million grant from the Ohio Department of Development and over $1.3 million through the Addison Sawmill developments (the subject of a pending development agreement). The project is expected to occur over at minimum two phases. Additional funding will be pursued for a first phase to include the segment of US 42 between Owen Fraley Road and Sawmill Parkway.

This resolution authorizes the City Manager to submit grant applications for any federal, state, or county grant program. The immediate funding opportunity being pursued are State Transportation Review Advisory Council (TRAC) funding.

REASON WHY LEGISLATION IS NEEDED:
To authorize the City Manager to submit grant applications and to enter into any agreements resulting from any grant funding that is awarded.

COMMITTEE RECOMMENDATION:
None

FISCAL IMPACT(S):
None; professional services costs are already included in the 2026 budget.

POLICY CHANGES:
None

PRESENTER(S):
Jonathan R. Owen, City Engineer

RECOMMENDATION:
Approval with emergency clause. The emergency clause is requested so that the resolution takes effect immediately to allow for upcoming grant applications.

ATTACHMENT(S):
Resolution
MORPC Competitive Advantage Program Project Profile

RESOLUTION NO. 26-33

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COUNTY, STATE, AND FEDERAL GRANT FUNDING AND TO ENTER INTO ASSOCIATED GRANT AGREEMENTS AS REQUIRED FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF THE US 42 CORRIDOR AND INTERSECTION IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the US 42 Corridor and Intersection Improvements Project ("Project") is comprised of improvements to US 42 between Owen-Fraley Road and London Road, including improvements to the intersections of Owen-Fraley Road, Sawmill Parkway, and London Road; and

WHEREAS, the Project is necessary to accommodate future industrial, commercial, and residential growth in the vicinity as well as increased regional traffic on US 42; and

WHEREAS, the Project includes committed funding from the Ohio Department of Development and the Addison Sawmill development; and

WHEREAS, County, State, and Federal grant funding is available through various sources including but not limited to the Ohio Public Works Commission, various federal funding programs administered by the Mid-Ohio Regional Planning Commission (MORPC), the State Transportation Advisory Council (TRAC), and the County Roadway Grant Assistance Program.

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

SECTION 1. The City Manager is hereby authorized to sign and submit applications for any County, State, and Federal grant funding identified as being applicable to the Project.

SECTION 2. The City Manager is hereby authorized to enter into grant agreements related to funding awarded from any County, State, and Federal source for the planning, design, and construction of the 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 Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

SECTION 4. EMERGENCY CLAUSE. This Resolution is declared to be an emergency measure necessary to provide for the preservation of the public peace, property, health, safety, or welfare from an immediate danger, or to provide for the usual daily operation of a department or an office of the City, specifically to authorize funding applications currently available and as such will be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE: YEAS____NAYS____

ABSTAIN ____

PASSED: _____, 2026 YEAS____ NAYS____

ABSTAIN ____

ATTEST: _____ _____

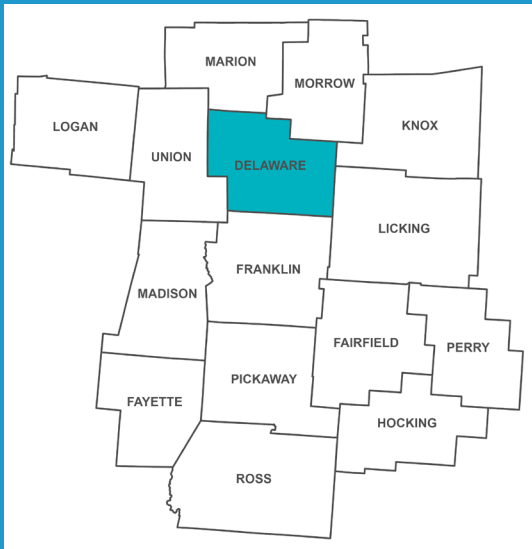
CITY CLERK MAYOR

US42 CORRIDOR & INTERSECTION IMPROVEMENTS

PROJECT PROFILE

The City of Delaware is preparing a traffic study to identify improvements that are needed along US42 to accommodate growth in background traffic and new development traffic. A major development, referred to as Maridel, is located at the intersection of US42 and Sawmill Pkwy and is currently in the engineering phase for on site improvements. Additional development is expected on the corridor and vicinity, all of which will require upgrades to US42 to support continued economic development of the area.

DELAWARE COUNTY



Lead Agency:
City of Delaware

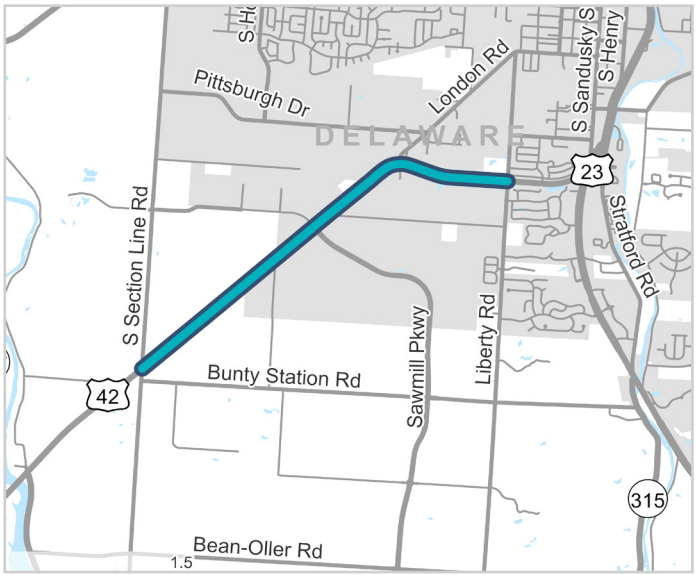
Partner Agencies:
ODOT District 6 (anticipated)

Program Pillar:
Sustainable and Efficient Economic Growth; Infrastructure Planning and Implementation

Project Contact:
Jonathan Owen, City Engineer, City of Delaware
jowen@delawareohio.net

Project Benefits:

- Creates the necessary capacity and intersections to foster industrial and commercial development along the US42 corridor in the City of Delaware.
- Enhances portions of roadways to improve access with wider travel lanes, shoulders, turn lanes, and bike and pedestrian infrastructure.
- Provides direct access into adjacent ground that includes active and future development supported by the City through economic incentives and water/sewer extensions.
- Included in the MORPC Metropolitan Transportation Plan (MTP) as project ID 1796.
- Supports the City's Comprehensive Plan and associated Southwest Focus Area Plan.



Project Location
US42 corridor in the City of Delaware between S. Section Line Rd. and London Rd

TIER I PROJECT

COMPETITIVE ADVANTAGE PROJECTS

MEMBERS OF CONGRESS

HOUSE

4 - Jordan

SENATE

Husted

Moreno

ONE COLUMBUS Partners for Regional Growth & Prosperity

MID-OHIO REGIONAL MORPC PLANNING COMMISSION

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Jonathan Owen, City Engineer
ITEM TYPE:	Resolutions
AGENDA SECTION:	**CONSIDERATION OF RESOLUTION NO. 26-34**
SUBJECT:	Resolution No. 26-34, a resolution authorizing the acquisition of real property and temporary construction easements for the Glenn Road and Mill Run Crossing roundabout project and declaring an emergency.

SUGGESTED ACTION:

ATTACHMENTS:

Res 26-34,Fact Sheet Glenn Rd Property Acquisition.docx
Res 26-34, Glenn Rd Property Acquisition.docx
Acquisition Table.xlsx
Attachment - All LDs.pdf
Attachment - Purchase Contract.pdf
Fact Sheet Attachment Site Plan.pdf

EST 1808
CITY OF
DELAWARE
OHIO

FACT SHEET

AGENDA ITEM NO: 19 DATE: 5/11/2026

ORDINANCE NO: RESOLUTION NO: 26-34

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: Paul J. Brake, City Manager

VIA: Jonathan R. Owen, City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE GLENN ROAD AND MILL RUN CROSSING ROUNDABOUT PROJECT AND DECLARING AN EMERGENCY.

BACKGROUND:

The development plan for the Kroger Marketplace development, located at the southeast corner of Sunbury Road (US 36/SR 37) and Glenn Road was approved by Council Resolution 25-23. The engineering approvals for the project include the upgrade of Glenn Road between Sunbury Road and Mill Run Crossing to add an access point into the development and upgrade the intersection of Glenn Road and Mill Run Crossing to a single lane roundabout. To construct the roundabout, additional right of way and temporary construction easements are needed. In the approved Community Reinvestment Area (CRA) Agreement, authorized by Council Resolution 25-49, the City committed to obtaining the easements necessary for construction. In addition to easements, a portion of property will be acquired in fees imply via warranty deed, to be dedicated as public right of way. The following table shows the property and easement needs and proposed acquisition costs.

County Auditor's Parcel No.	Property Owner	Property Acreage	Easement Acreage	Proposed Acquisition Costs
418-220-01-008-002	Nutter Farm, Inc.	0.033	0.026	$12,282.00
519-444-04-004-003	Gosula Realty, Ltd.	0.000	0.057	$2,500.00
519-444-04-004-008	Gosula Properties, Ltd.	0.000	0.013	$2,500.00
518-300-01-105-001	Zarcal Delaware, LLC	0.000	0.045	$0.00
519-444-04-004-013	Delaware Glennwood Holdings, LLC	0.000	0.014	$0.00
418-220-01-008-001	Delaware Health Realty, LLC	0.000	0.084	$0.00
Total Acreage		**0.033**	**0.239**	**$17,282.00**

The proposed acquisition costs are tentative and pending final negotiations. The resolution proposed to authorize total acquisition costs of $25,000. The property and easements will be conveyed to the City by legally conforming deeds and easements as approved by the City Attorney.

A development plan for both the Delaware Health Realty, LLC and Delaware Glennwood Holdings, LLC parcels requires the dedication of right of way to the City. If the plats dedicating this right of way are not recorded prior to the project, it will be necessary to obtain the temporary construction easements. Zarcal Delaware, LLC has disposed of its property interests in all but a small 0.060-acre parcel at the southwest corner of Glenn Road and Mill Run Crossing. A representative of Zarcal has expressed a willingness to donate the entirety of the approximately 0.060-acre parcel as property to be dedicated as right of way in lieu of the temporary construction easement.

REASON WHY LEGISLATION IS NEEDED:
To authorize the purchase of property and easements.

COMMITTEE RECOMMENDATION:
None.

FISCAL IMPACT(S):
Up to $25,000 using an existing appropriation in the Development Reserve Fund (Fund 709).

POLICY CHANGES:
None.

PRESENTER(S):
Jonathan R. Owen, City Engineer

RECOMMENDATION:

Approval with emergency clause. The emergency clause is requested so that the right of way and easements can be recorded prior to the start of construction in June 2026.

ATTACHMENT(S)

- Resolution with attachments:
  - Legal Descriptions
  - Contract for Sale and Purchase of Real Property
- Overall Site Plan from engineering drawings showing right of way and easement locations.

RESOLUTION NO. 26-34

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE GLENN ROAD AND MILL RUN CROSSING ROUNDABOUT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, a road improvement project known as the Glenn Road and Mill Run Crossing Roundabout project ("Project") is required by the City as part of the Kroger Marketplace development; and

WHEREAS, the City executed a Community Reinvestment Area (CRA) Agreement with Kroger as authorized by Ordinance 25-49 that included a commitment by the City to provide any necessary easements at City cost; and

WHEREAS, the City determines it necessary to acquire certain property by deed, without limitation of existing access rights, as well as temporary construction easements to complete the Project; and

WHEREAS, the Project requires the City to obtain 0.033-acres of fee simple property for the purpose of right of way dedication by Warranty Deed, without limitation of existing access rights, and a 0.026-acre temporary construction easement from Nutter Farm, Inc. on County Auditor's Parcel No. 418-220-01-008-002; and

WHEREAS, the Project requires the City to obtain a 0.057-acre temporary construction easement from Gosula Realty, Ltd. on County Auditor's Parcel No. 519-444-04-004-003; and

WHEREAS, the Project requires the City to obtain a 0.013-acre temporary construction easement from Gosula Properties, Ltd. on County Auditor's Parcel No. 519-444-04-004-008; and

WHEREAS, the Project requires the City to obtain a 0.045-acre temporary construction easement from Zarcal Delaware, LLC on County Auditor's Parcel No. 518-300-01-105-001; and

WHEREAS, the Project requires the City to obtain a 0.014-acre temporary construction easement from Delaware Glennwood Holdings, LLC on County Auditor's Parcel No. 519-444-04-004-013; and

WHEREAS, the Project requires the City to obtain a 0.084-acre temporary construction easement from Delaware Health Realty, LLC on County Auditor's Parcel No. 418-220-01-008-001; and

WHEREAS, the Project is scheduled to start construction in June, 2026.

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

SECTION 1. The City Manager is hereby authorized to acquire the property and easements identified above, and as described in the attached legal descriptions, and to convey the property interests using legally conforming deed and easement instruments as approved by the City Attorney.

SECTION 2. The City Manager is hereby authorized to execute a Contract for Sale and Purchase of Real Property on behalf of the City, for the property acquisition from Nutter Farms, Inc. in substantially the form attached hereto, as such form may be modified or amended consistent with this Resolution and approved by the City Attorney.

SECTION 3. The City Manager is hereby authorized to acquire the entirety of County Auditor's Parcel No. 518-300-01-105-001 in fee simple from Zarcal Delaware, LLC, its successors or assigns, in lieu of the needed temporary construction easement by a donation through means determined appropriate by the City Attorney.

SECTION 4. The City Manager is hereby authorized to negotiate with property owners to acquire the property and easements for the Project using the existing budget appropriation from the Development Reserve Fund up to $25,000 in total acquisition costs.

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

SECTION 6. EMERGENCY CLAUSE. This Resolution is declared to be an emergency measure necessary to provide for the preservation of the public peace, property, health, safety, or welfare from an immediate danger, or to provide for the usual daily operation of a department or an office of the City, specifically to acquire the property and easements prior to the start of construction in June, 2026 and as such will be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE: YEAS____NAYS____

ABSTAIN ____

PASSED: _____, 2026 YEAS____ NAYS____

ABSTAIN ____

ATTEST: _____ _____

CITY CLERK MAYOR

County Auditor's Parcel No.	Property Owner	Property Acreage	Easement Acreage	Proposed Acquisition Costs
418-220-01-008-002	Nutter Farm, Inc.	0.033	0.026	$12,282.00
519-444-04-004-003	Gosula Realty, Ltd.	0.000	0.057	$2,500.00
519-444-04-004-008	Gosula Properties, Ltd.	0.000	0.013	$2,500.00
518-300-01-105-001	Zarcal Delaware, LLC	0.000	0.045	$0.00
519-444-04-004-013	Delaware Glennwood Holdings, L	0.000	0.014	$0.00
418-220-01-008-001	Delaware Health Realty, LLC	0.000	0.084	$0.00
Total Acreage		**0.033**	**0.239**	**$17,282.00**

NORTH ARROW & SCALE

1" = 150'
GRAPHIC SCALE
0 75' 150' 300'

℄ SUNBURY ROAD (U.S. 36/S.R. 37)
(DEL 36-(11.32-13.14)

MAG Nail Set

Ⓐ DEDICATION OF DAVIDSON LANE, NUTTER FARMS LANE AND NON EXCLUSIVE UTILITY EASEMENTS P.C. 3, SLDS. 224-224A

C/L EAST BOUND LANE

STATE OF OHIO
0.58 AC. - PARCEL 15-B
JOURNAL ENTRY 18639

THE CITY OF DELAWARE, OHIO
0.703 AC. - PARCEL WD2
D.B. 1265, PG. 589

DEDICATION OF NUTTER FARMS LANE, PART OF GLENN ROAD AND UTILITY EASEMENTS
P.C. 2, SLDS. 734-734A

GLENN ROAD ~ VARIABLE WIDTH

City of Delaware
Brown Township

DORIS A. STEGNER
2.41 AC.
O.R. 32, PG. 1085 &
O.R. 920, PG. 1732
P.N. 518-300-01-109-000

Brown Township
City of Delaware

THE KROGER CO.
17.753 AC.
O.R. 2164, PG. 344
P.N. 518-300-01-105-003

THE CITY OF DELAWARE, OHIO
1.261 AC. - PARCEL 1-WD
D.B. 1265, PG. 589

ROBERT J. AND SUSAN J. DAVIDSON, CO-TRUSTEES
PART OF REMAINING 49.729 AC.
O.R. 1717, PG. 2047
P.N. 518-300-01-110-000

DEDICATION OF NUTTER FARMS LANE, PART OF GLENN ROAD AND UTILITY EASEMENTS
P.C. 2, SLDS. 734-734A

Δ = 88° 55' 03"
R = 50.00'
L = 77.60'
Ch = 70.04'
N58° 03' 45"E

MILL RUN CROSSING ~ VARIABLE WIDTH
GLENNWOOD COMMONS - O.R. 814, PGS. 229-237

FARM LOT 18
QTR. TWP. 3, TWP. 5 N., R. 18 W.
FARM LOT 18
QTR. TWP. 2, TWP. 4 N., R. 18 W.

S77° 28' 44"E
79.21'

N84° 07' 24"W
59.55'

Δ = 9° 18' 07"
R = 932.00'
L = 151.31'
Ch = 151.14'
N82° 07' 47"W

REF. POB

S03° 21' 04"W
62.00'

N13° 36' 14"E
35.79'
(11.87')

N77° 28' 44"W
54.89'

TRUE POB

℄ NUTTER FARMS LANE ~ 62'

519.88'
N86° 46' 51"W

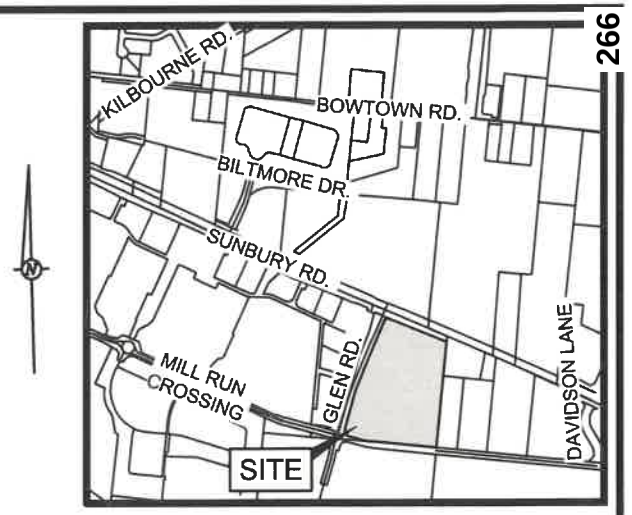
3/4" I.D. Iron Pipe Found

Δ = 82° 16' 22"
R = 80.00'
L = 114.87'
Ch = 105.26'
S54° 44' 25"W

1,442 Sq. Ft. (0.033 Ac.) for Glenn Road & Nutter Farms Lane Right-of-Way.

NUTTER FARM, INC.
ORIG. 67.5 AC.
D.B. 636, PG. 808
P.N. 418-220-01-008-002

DELAWARE HEALTH REALTY, LLC
14.072 AC. - PARCEL 1
INSTR. NO. 202500026144
P.N. 418-220-01-008-001



LOCATION MAP
NO SCALE

BASIS OF BEARINGS: Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

5/8" Iron Pin Set, 30" in length, w/Cap Stamped "V3 PX OH FIRM #04838" Unless Otherwise Shown.

5/8" Iron Pin w/Cap Found Stamped "NCG PS 8460 & 8664", each of which are found to be 0.31 feet southerly.

STATE OF OHIO
KEVIN L. BAXTER
S-7697
REGISTERED
SURVEYOR

APRIL 09, 2026

By _____
Kevin L. Baxter ~ Ohio Surveyor No. 7697

V3 Companies, Ltd.
550 Polaris Parkway, Suite 250
Westerville, Ohio 43082
Ph: (614) 761-1661

NUTTER FARM, INC.
D.B. 636, PG. 808

EXHIBIT OF A 0.033 ACRE TRACT AT THE SOUTHEAST CORNER OF GLENN ROAD & NUTTER FARMS LANE, CITY OF DELAWARE, DELAWARE CO., OHIO

0.033 AC. IN FARM LOT 18, QTR. TWP. 2, T. 4 N., R. 18 W., U.S.M.L.

SCALE: 1" = 150'			JOB NO. 240283	1 / 1
DWN: KLB	CKD:	APRIL 09, 2026		

N:\2024\240283\Drawings\ACAD\SVY\VP03\SITE-RW_240283.dwg 04/16/2026

DESCRIPTION FOR CLOSING ONLY
☐ RPC Approval Required 4/22/26 LAW
☑ Municipal Approval Required
Delaware County Engineer

April 09, 2026

DESCRIPTION OF A 0.033 ACRE TRACT,
AT THE SOUTHEAST CORNER OF GLENN ROAD & NUTTER FARMS LANE,
CITY OF DELAWARE, DELAWARE CO., OHIO

Situated in the State of Ohio, County of Delaware, City of Delaware, in Farm Lot 18, Quarter Township 2, Township 4 North, Range 18 West, United States Military Lands, and being 0.033 acre out of an original 67.5 acre tract of land conveyed to Nutter Farm, Inc., by deed of record in Deed Book 636, Page 808, all references being to the Recorder's Office, Delaware County, Ohio and bounded described as follows:

Beginning, for reference, at a 5/8" iron pin set at the southeast corner of said 17.753 acre tract, in the south line of said Farm Lot 18, at the northeast corner of that portion of Nutter Farms Lane (62 feet in width) as dedicated by the plat entitled Dedication of Nutter Farms Lane, Part of Glenn Road and Utility Easements, of record in Plat Cabinet 2, Slides 734-734A, at the northwest corner of that portion of Nutter Farms Lane (62 feet in width) as dedicated by the plat entitled Dedication of Davidson Lane, Nutter Farms Lane, and Non Exclusive Utility Easements, of record in Plat Cabinet 3, Slides 224-224A, and in a west line of a remaining 49.729 acre tract of land conveyed to Robert J. and Susan J. Davidson, Co-Trustees, by deed of record in Official Record 1717, Page 2047;

thence S 03º 21' 04" W along the east end of Nutter Farms Lane as dedicated by said plat entitled Dedication of Nutter Farms Lane, Part of Glenn Road and Utility Easements and along the west end of Nutter Farms Lane as dedicated by said plat entitled Dedication of Davidson Lane, Nutter Farms Lane, and Non Exclusive Utility Easements a distance of 62.00 feet to a 3/4" I.D. iron pipe found at the south west corner of said portion of said Nutter Farms Lane as dedicated by said plat entitled Dedication of Nutter Farms Lane, Part of Glenn Road and Utility Easements and at the southwest corner of that portion of Nutter Farms Lane as dedicated by said plat entitled Dedication of Davidson Lane, Nutter Farms Lane, and Non Exclusive Utility Easements;

thence N 86º 46' 51" W along the south right-of-way line of Nutter Farms Lane a distance of 519.88 feet to a point, refenced by a 5/8" iron pin w/cap found (NCG PS 8460 & 8664) 0.31 feet northerly and at a point of curvature;

thence westerly along the curved south right-of-way line of Nutter Farms Lane and with a curve to the right, data of which is: radius = 932.00 feet, and delta = 09º 18' 07", arc length = 151.31 feet, a chord distance of 151.44 feet bearing N 82º 07' 47" W to a point, refenced by a 5/8" iron pin w/cap found (NCG PS 8460 & 8664) 0.31 feet northerly and at the point of tangency;

thence N 77º 28' 44" W along the south right-of-way line of Nutter Farms Lane a distance of 54.89 feet to 5/8" iron pin set at the true place of beginning of the tract herein intended to be described;

thence N 84º 07' 24" W crossing a portion of said original 67.5 acre tract a distance of 59.55 feet to a 5/8" iron pin set at a point of curvature;

thence southwesterly crossing a portion of said original 67.5 acre tract and with a curve to the left, data of which is: radius = 80.00 feet, and delta = 82º 16' 22", arc length = 114.87 feet, a chord distance of 105.26 feet bearing S 54º 44' 25" W to a 5/8" iron pin set in the easterly right-of-way line of Glenn Road, as shown upon said plat entitled Dedication of Nutter Farms Lane, Part of Glenn Road and Utility Easements, said iron pin being N 13º 36' 14" E a distance of 11.87 feet from a 5/8" iron pin w/cap found (NCG PS 8460 & 8664);

thence N 13º 36' 14" E along a portion of the easterly right-of-way line of Glenn Road a distance of 35.79 feet to a 5/8" iron pin set at the south end of a curve connecting the east right-of-way line of Glenn Road with the south right-of-way line of Nutter Farms Lane;

thence northeasterly along said connecting curve and with a curve to the right, data of which is: radius = 50.00 feet, and delta = 88º 55' 03", arc length = 77.60 feet, a chord distance of 70.04 feet bearing N 58º 03' 45" E to the east end of said connecting curve;

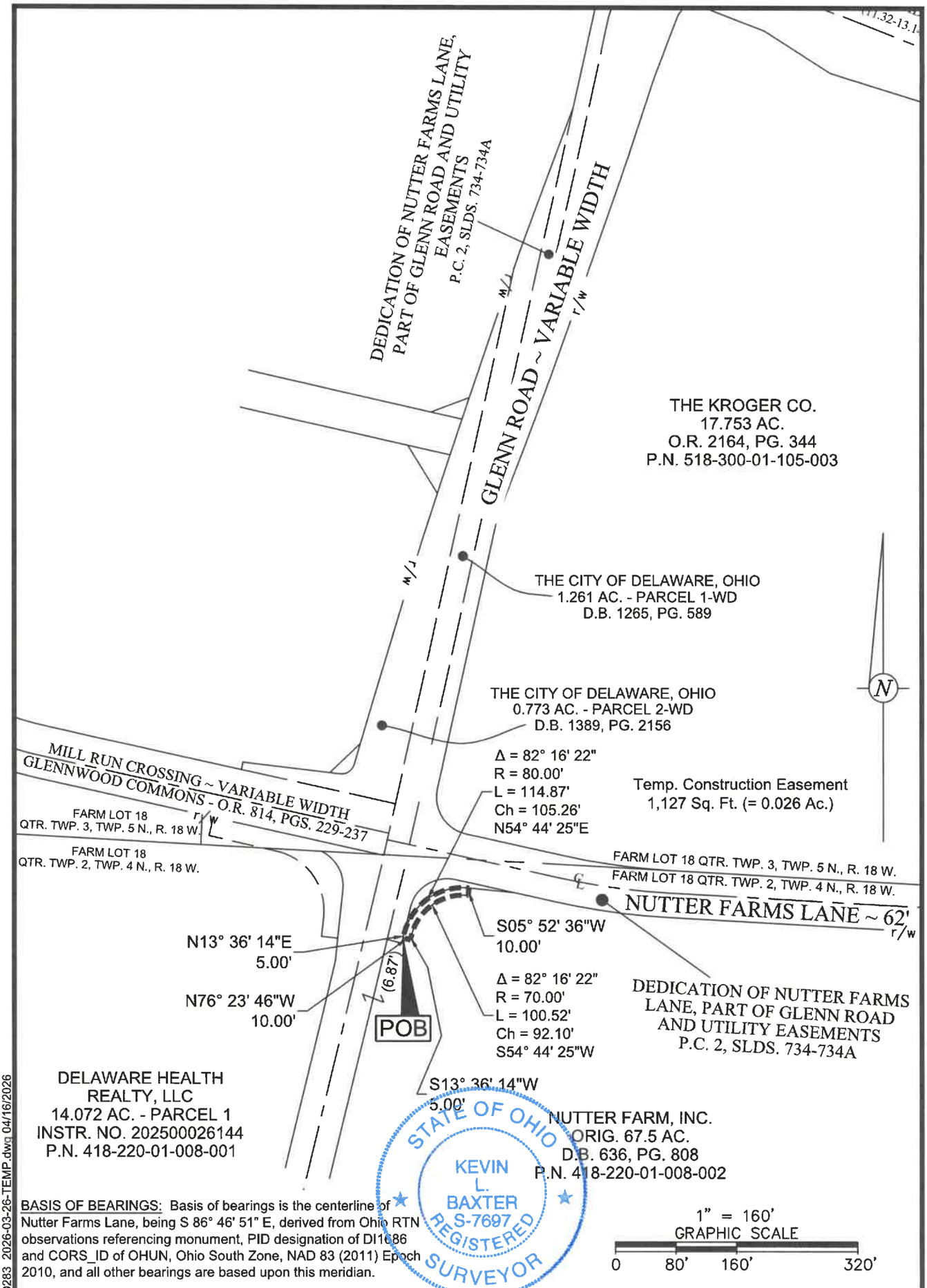
thence S 77º 28' 44" E along a portion of the south right-of-way line of Nutter Farms Lane a distance of 79.21 feet to the true place of beginning;

containing 1,442 square feet (= 0.033 acre) of land, more or less, and being subject to all easements and restrictions of record. Of the above described 0.033 acre, all are within Delaware County P.N. 418-220-01-008-002.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd, Consulting Engineers & Surveyors, Columbus, Ohio, an actual field survey performed under his supervision in May, 2024. Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

_____

Kevin L. Baxter ~ Ohio Surveyor No. 7697



BASIS OF BEARINGS: Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT, AT THE SOUTHEAST CORNER OF NUTTER FARMS LANE & GLENN ROAD, CITY OF DELAWARE, DELAWARE CO., OHIO

(FARM LOT 18, QTR. TWP. 2, T. 4 N., R. 18 W., U.S.M.L.)

SCALE: 1" = 160'

V 3 Companies
550 Polaris Parkway, Suite 250
Westerville, OH 43082
614 761 1661 phone
www.v3co.com

APRIL 16, 2026

By _____

Kevin L. Baxter ~ Ohio Surveyor No. 7697

240283

N:\2024\240283\Drawings\ACAD\SVY\VP01\EASE_240283_2026-03-26-TEMP.dwg 04/16/2026

April 16, 2026

DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT AT THE SOUTHEAST CORNER OF NUTTER FARMS LANE & GLENN ROAD, CITY OF DELAWARE, DELAWARE CO., OHIO

Situated in the State of Ohio, County of Delaware, City of Delaware, in Farm Lot 18, Quarter Township 2, Township 4 North, Range 18 West, United States Military Lands, and being a temporary construction easement through a portion of an original 67.5 acre tract of land conveyed to Nutter Farm, Inc., by deed of record in Deed Book 636, Page 808, all references being to the Recorder's Office, Delaware County, Ohio and bounded described as follows:

Beginning at a point in an east right-of-way line of that portion of Glenn Road, as shown upon the plat entitled Dedication of Nutter Farms Lane, Part of Glenn Road and Utility Easements, of record in Plat Cabinet 2, Slds. 734-734A, said point being N 13º 36' 14" E a distance of 6.87 feet from a southeast corner of that portion of said Glenn Road at the west end of Nutter Farms Lane;

thence N 13º 36' 14" E along a portion of an east right-of-way line of Glenn Road a distance of 5.00 feet to a point of curvature;

thence crossing a portion of said original 67.5 acre tract and with a curve to the right, data of which is: radius = 80.00 feet, and delta = 82º 16' 22", arc length = 114.87 feet, a chord distance of 105.26 feet bearing N 54º 44' 25" E to a point;

thence S 05º 52' 36" W crossing a portion of said original 67.5 acre tract a distance of 10.00 feet to a point of curvature;

thence crossing a portion of said original 67.5 acre tract and with a curve to the right, data of which is: radius = 70.00 feet, and delta = 82º 16' 22", arc length = 100.52 feet, a chord distance of 92.10 feet bearing S 54º 44' 25" W to the point of tangency;

thence S 13º 36' 14" W crossing a portion of said original 67.5 acre tract a distance of 5.00 feet to a point;

thence N 76º 23' 46" W crossing a portion of said original 67.5 acre tract a distance of 10.00 feet to the place of beginning;

containing 1,127 square feet (= 0.026 acre) of land, more or less.

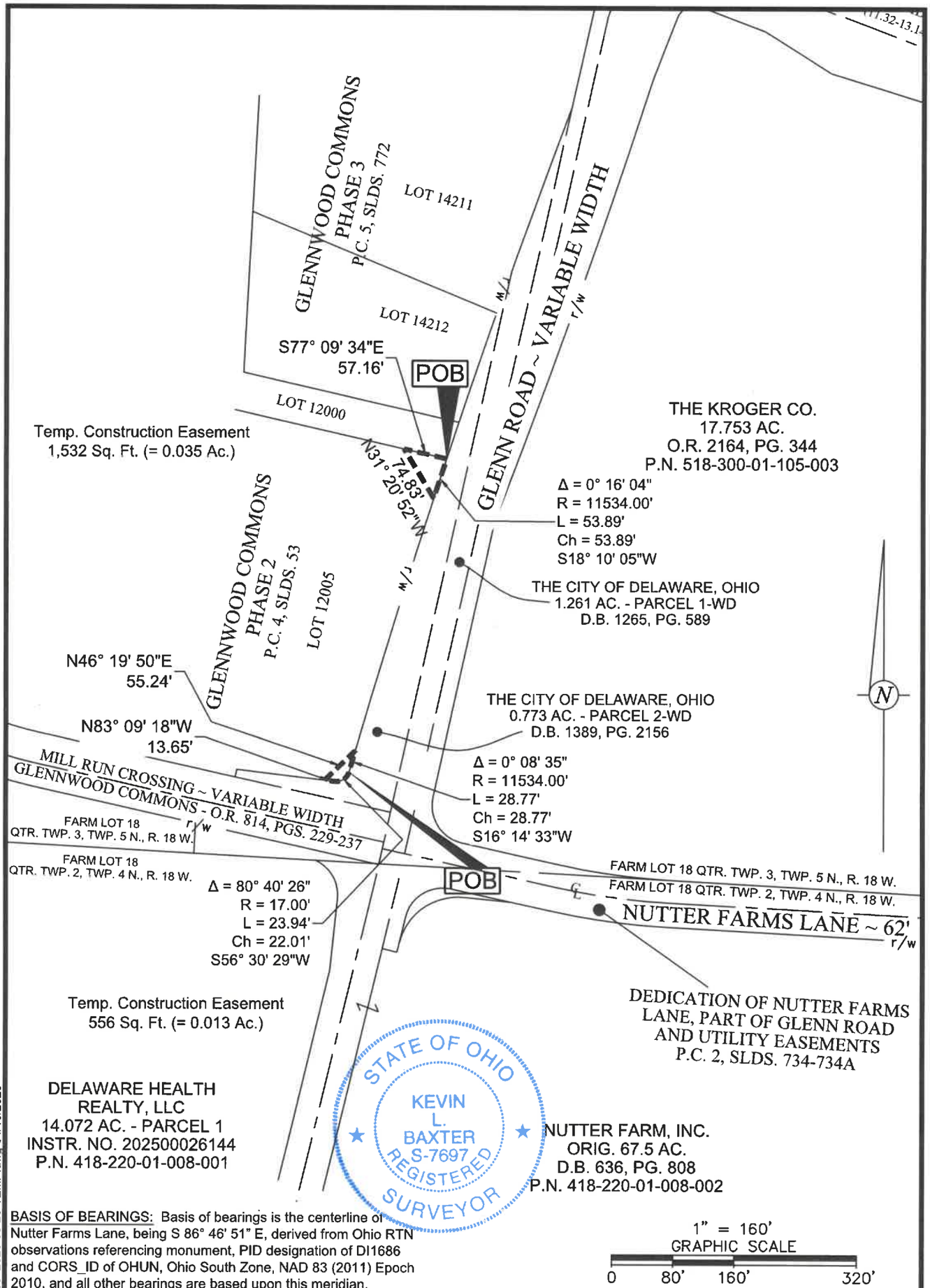
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd, Consulting Engineers & Surveyors, Columbus, Ohio, an actual field survey performed under his supervision in May, 2024. Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

Kevin L. Baxter ~ Ohio Surveyor No. 7697

04/16/26

STATE OF OHIO
KEVIN L. BAXTER
S-7697
REGISTERED
SURVEYOR

240283/EASE-240283-2026-04-16-TEMP-1.doc



BASIS OF BEARINGS: Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

EXHIBIT OF TEMPORARY CONSTRUCTION EASEMENTS ALONG GLENN ROAD & THROUGH A PORTION OF LOT 12005 OF GLENNWOOD COMMONS PHASE 2 CITY OF DELAWARE, DELAWARE CO., OHIO

(FARM LOT 18, QTR. TWP. 3, T. 5 N., R. 18 W., U.S.M.L.)

SCALE: 1" = 160'

V 3 Companies
550 Polaris Parkway, Suite 250
Westerville, OH 43082
614 761 1661 phone
www.v3co.com

APRIL 16, 2026

By _____
Kevin L. Baxter ~ Ohio Surveyor No. 7697

240283

N:\2024\240283\Drawings\ACAD\SVY\VP01\EASE 240283 2026-03-26-TEMP.dwg 04/16/2026

April 16, 2026

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENTS ALONG GLENN ROAD & THROUGH A PORTION OF LOT 12005 OF GLENNWOOD COMMONS PHASE 2, CITY OF DELAWARE, DELAWARE CO., OHIO

Situated in the State of Ohio, County of Delaware, City of Delaware, in Farm Lot 18, Quarter Township 3, Township 5 North, Range 18 West, United States Military Lands, and being two temporary construction easements through a portion of Lot 12005, as shown upon the plat of Glennwood Commons Phase 2, of record in Plat Cabinet 4, Slide 53, all references being to the Recorder's Office, Delaware County, Ohio and bounded described as follows:

TEMPORARY EASEMENT 1

Beginning at a point at the northeast corner of said Lot 12005 and in the curved westerly right-of-way line of Glenn Road (variable width);

thence southerly along a portion of the curved easterly line of said Lot 12005, along a portion of the curved westerly right-of-way line of Glenn Road, and with a curve to the left, data of which is: radius = 11,534.00 feet, and delta = 00° 16' 04", arc length = 53.89 feet, a chord distance of 53.89 feet bearing S 18° 10' 05" W to a point;

thence N 31° 20' 52" W crossing said Lot 12005 a distance of 74.83 feet to a point in the north line of said Lot 12005;

thence S 77° 09' 34" E along a portion of the north line of said Lot 12005 a distance of 57.16 feet to the place of beginning;

containing 1,532 square feet (= 0.035 acre) of land, more or less.

TEMPORARY EASEMENT 2

Beginning at a point at a corner of said Lot 12005, at the north end of a curve connecting the curved westerly right-of-way line of Glenn Road (variable width) with the northerly right-of-way line of Mill Run Crossing (variable width), as shown upon the plat entitled Glennwood Commons Phase 2, of record in Plat Cabinet 4, Slide 53;

thence southwesterly along the curved southeasterly line of said Lot 12005, along said connecting curve, and with a curve to the right, data of which is: radius = 17.00 feet, and delta = 80° 40' 26", arc length = 23.94 feet, a chord distance of 22.01 feet bearing S 56° 30' 29" W to a point at a corner of said Lot 12005 and at the westerly end of said connecting curve;

thence N 83° 09' 18" W along a portion of a southerly line of said Lot 12005 and along a north right-of-way line of Mill Run Crossing a distance of 13.65 feet to a point;

thence N 46° 19' 50" E crossing said Lot 12005 a distance of 55.24 feet to a point in the curved easterly line of said Lot 12005 and in the curved westerly right-of-way line of Glenn Road;

thence southerly along a portion of the curved easterly line of said Lot 12005, along a portion of the curved westerly right-of-way line of Glenn Road, and with a curve to the left, data of which is: radius = 11,534.00 feet, and delta = 00° 08' 35", arc length = 28.77 feet, a chord distance of 28.77 feet bearing S 16° 14' 33" W to the place of beginning;

containing 556 square feet (= 0.013 acre) of land, more or less.

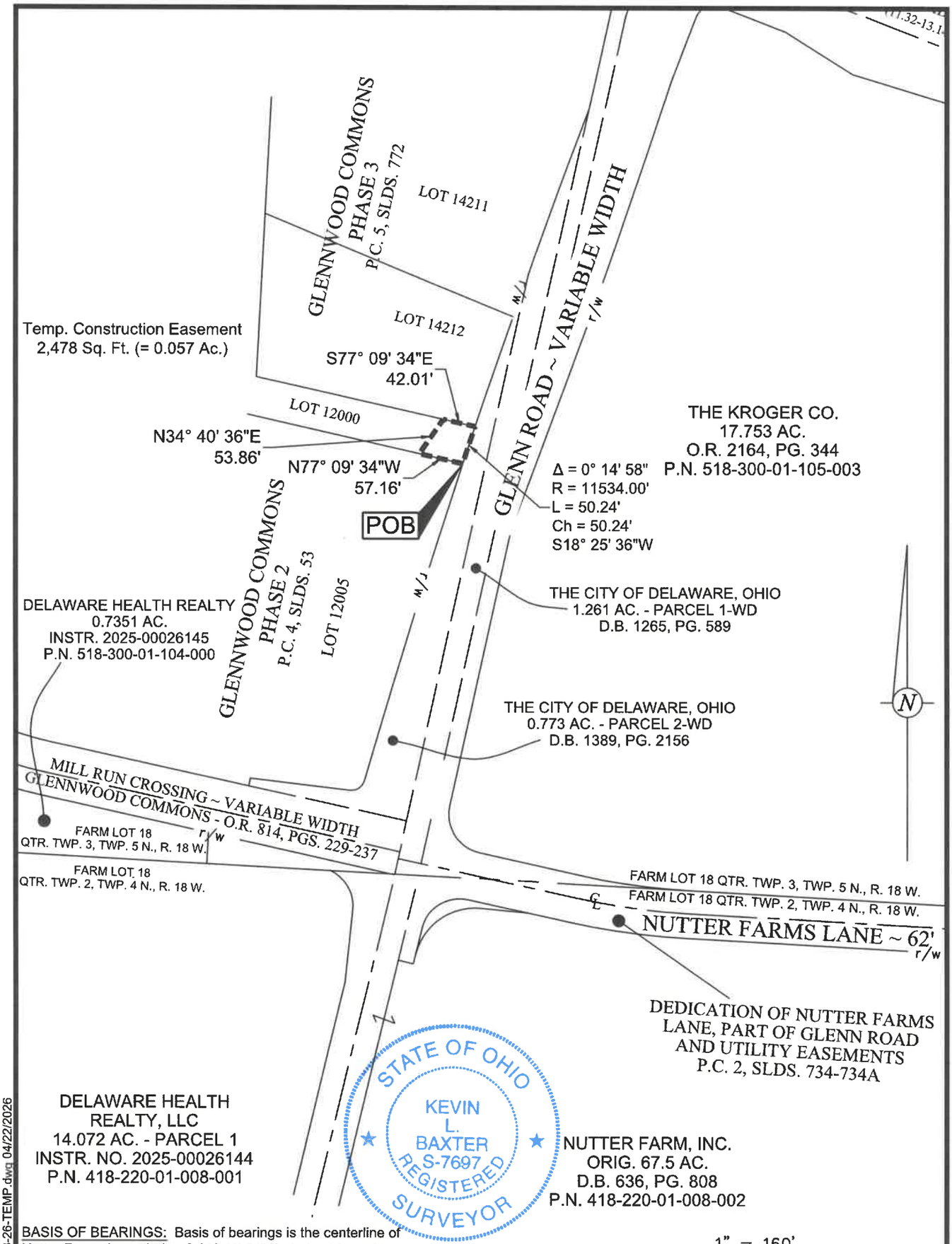
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd, Consulting Engineers & Surveyors, Columbus, Ohio, an actual field survey performed under his supervision in May, 2024. Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

Kevin L. Baxter 04/16/26

Kevin L. Baxter ~ Ohio Surveyor No. 7697



240283/EASE-240283-2026-04-16-TEMP-2.doc



BASIS OF BEARINGS: Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT, ALONG THE WEST SIDE GLENN ROAD, NORTH OF MILL RUN CROSSING CITY OF DELAWARE, DELAWARE CO., OHIO

(FARM LOT 18, QTR. TWP. 3, T. 5 N., R. 18 W., U.S.M.L.)

SCALE: 1" = 160'

V 3 Companies
550 Polaris Parkway, Suite 250
Westerville, OH 43082
614 761 1661 phone
www.v3co.com

APRIL 16, 2026

By _____

Kevin L. Baxter ~ Ohio Surveyor No. 7697

240283

N:\2024\240283\Drawings\ACAD\SVY\VP01\EASE 240283 2026-03-26-TEMP.dwg 04/22/2026

April 16, 2026

DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT ALONG GLENN ROAD & THROUGH A PORTION OF LOT 12000 OF GLENNWOOD COMMONS PHASE 2, CITY OF DELAWARE, DELAWARE CO., OHIO

Situated in the State of Ohio, County of Delaware, City of Delaware, in Farm Lot 18, Quarter Township 3, Township 5 North, Range 18 West, United States Military Lands, and being a temporary construction easement through a portion of Lot 12000, as shown upon the plat of Glennwood Commons Phase 2, of record in Plat Cabinet 4, Slide 53, all references being to the Recorder's Office, Delaware County, Ohio and bounded described as follows:

Beginning at a point at a southeast corner of said Lot 12000 and at the northeast corner of Lot 12005, as shown upon said plat of Glennwood Commons Phase 2, of record in Plat Cabinet 4, Slide 53 and in the curved westerly right-of-way line of Glenn Road (variable width);

thence N 77° 09' 34" W along a portion of a south line of said Lot 12000 and along a portion of the north line of said Lot 12005 a distance of 57.16 feet to a point;

thence N 34° 40' 36" E crossing said Lot 12000 a distance of 53.86 feet to a point in a north line of said Lot 12000 and in the south line of Lot 14212, as shown upon said plat of Glennwood Commons, of record in Plat Cabinet 5, Slide 772;

thence S 77° 09' 34" E along a portion of a north line of said Lot 12000 and along a portion of the south line of said Lot 14211 a distance of 42.01 feet to a point at a corner of said Lot 12000, at the southeast corner of said Lot 14211, and in the curved westerly right-of-way line of Glenn Road (variable width);

thence southerly along a portion of the curved easterly line of said Lot 12000, along a portion of the curved westerly right-of-way line of Glenn Road, and with a curve to the left, data of which is: radius = 11,534.00 feet, and delta = 00° 14' 58", arc length = 50.24 feet, a chord distance of 50.24 feet bearing S 18° 25' 36" W to the place of beginning;

containing 2,478 square feet (= 0.057 acre) of land, more or less.

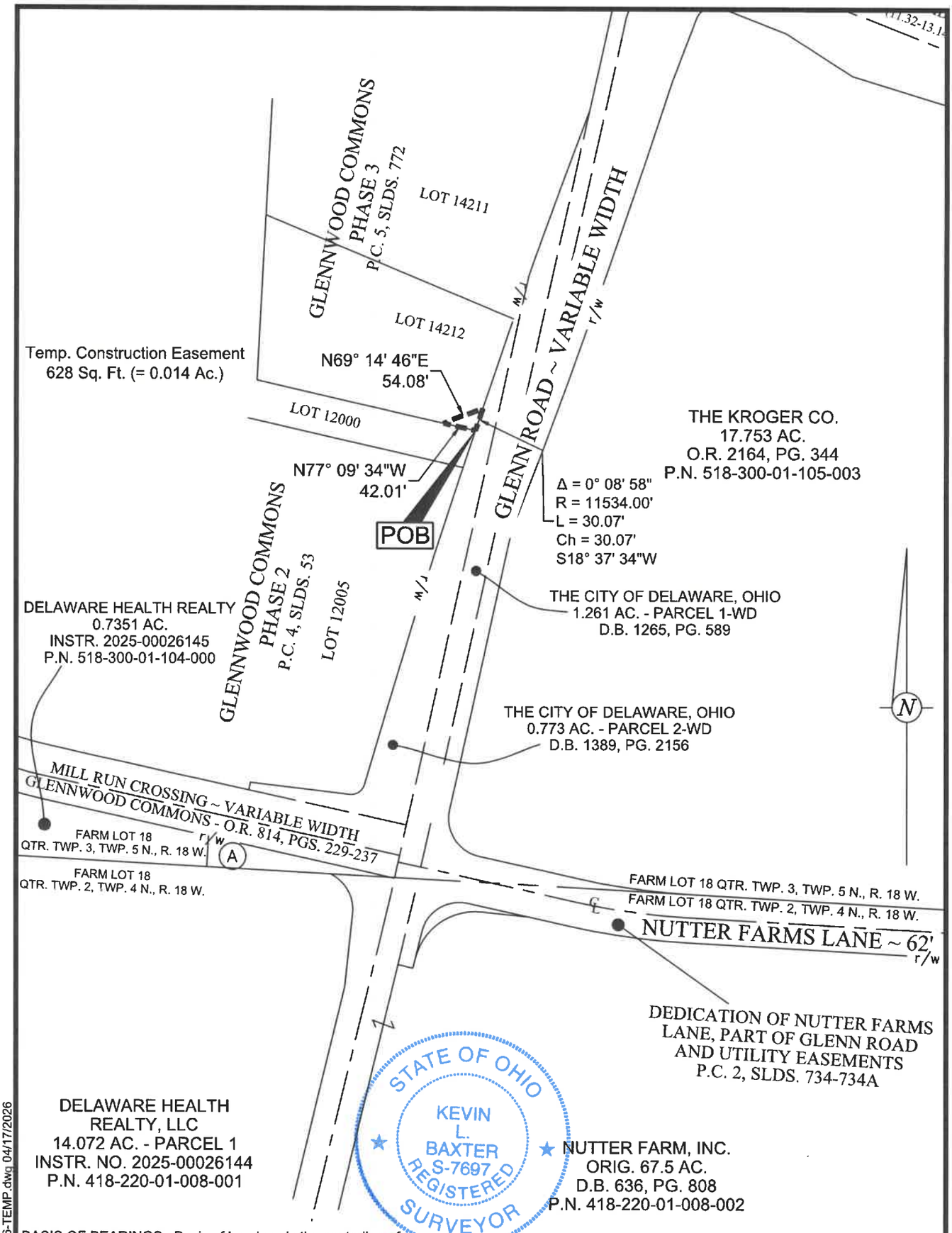
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd, Consulting Engineers & Surveyors, Columbus, Ohio, an actual field survey performed under his supervision in May, 2024. Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

Kevin L. Baxter ~ Ohio Surveyor No. 7697

04/16/26



240283/EASE-240283-2026-04-16-TEMP-6.doc



BASIS OF BEARINGS: Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

1" = 160'
GRAPHIC SCALE
0 80' 160' 320'

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT, ALONG THE WEST SIDE GLENN ROAD, NORTH OF MILL RUN CROSSING CITY OF DELAWARE, DELAWARE CO., OHIO

(FARM LOT 18, QTR. TWP. 3, T. 5 N., R. 18 W., U.S.M.L.)

SCALE: 1" = 160'

V 3 Companies
550 Polaris Parkway, Suite 250
Westerville, OH 43082
614 761 1661 phone
www.v3co.com

APRIL 16, 2026

By _____
Kevin L. Baxter ~ Ohio Surveyor No. 7697

240283

N:\2024\240283\Drawings\ACAD\SVY\VP01\EASE 240283 2026-03-26-TEMP.dwg 04/17/2026

April 16, 2026

DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT ALONG GLENN ROAD & THROUGH A PORTION OF LOT 14212 OF GLENNWOOD COMMONS PHASE 3, CITY OF DELAWARE, DELAWARE CO., OHIO

Situated in the State of Ohio, County of Delaware, City of Delaware, in Farm Lot 18, Quarter Township 3, Township 5 North, Range 18 West, United States Military Lands, and being a temporary construction easement through a portion of Lot 14212, as shown upon the plat of Glennwood Commons Phase 3, of record in Plat Cabinet 5, Slide 772, all references being to the Recorder's Office, Delaware County, Ohio and bounded described as follows:

Beginning at the southeast corner of said Lot 14212 and in the curved westerly right-of-way line of Glenn Road (variable width);

thence N 77º 09' 34" W along a portion of the south line of said Lot 14212 a distance of 42.01 feet to a point;

thence N 69º 14' 46" E crossing said Lot 14212 acre tract a distance of 54.08 feet a point in the curved easterly line of said Lot 14212 and in the curved westerly right-of-way line of Glenn Road;

thence southerly along a portion of the curved easterly line of said Lot 14212, along a portion of the curved westerly right-of-way line of Glenn Road, and with a curve to the left, data of which is: radius = 11,534.00 feet, and delta = 00º 08' 58", arc length = 30.07 feet, a chord distance of 30.07 feet bearing S 18º 37' 34" W to the place of beginning;

containing 628 square feet (= 0.014 acre) of land, more or less.

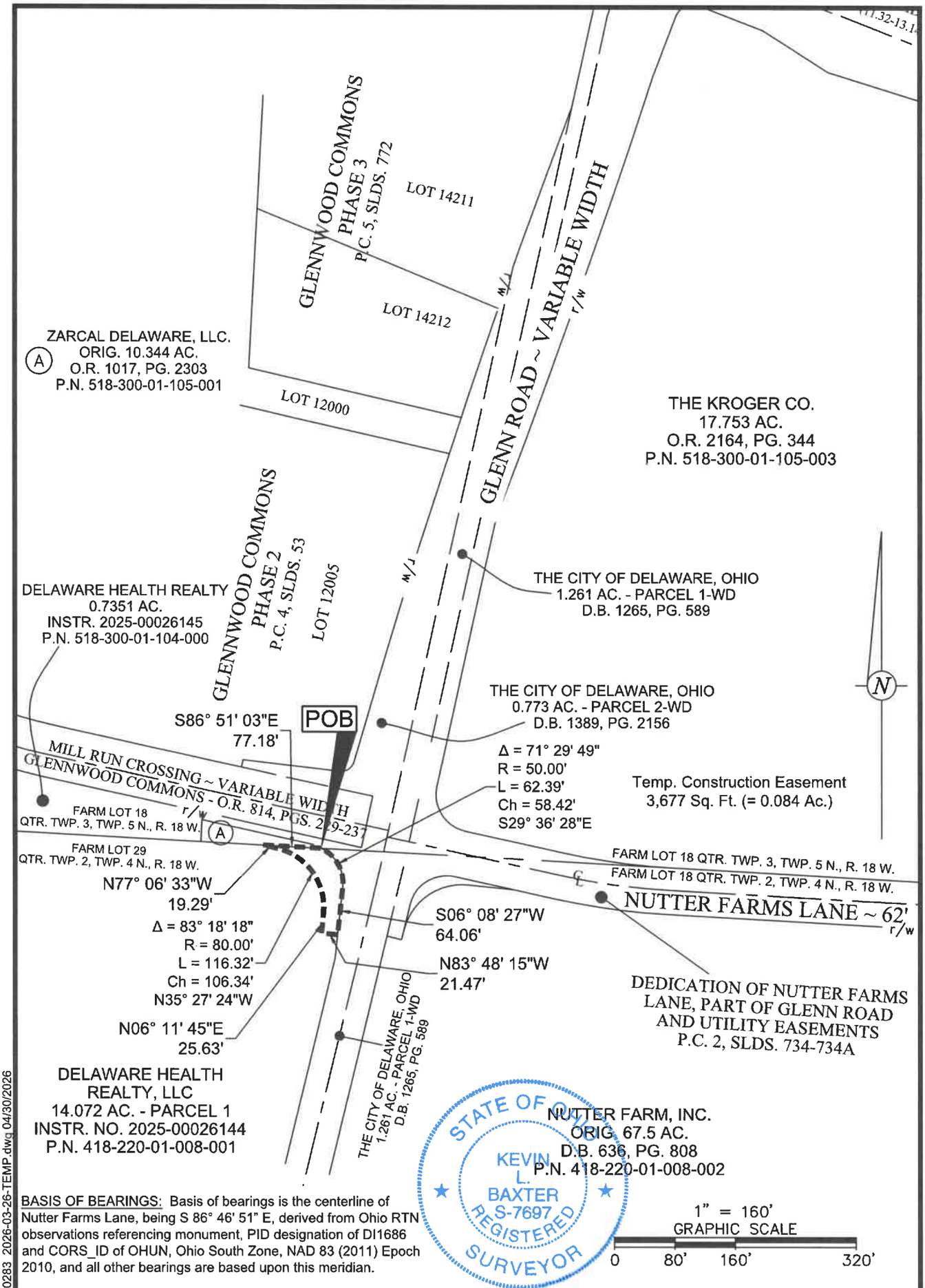
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd, Consulting Engineers & Surveyors, Columbus, Ohio, an actual field survey performed under his supervision in May, 2024. Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

Kevin L. Baxter ~ Ohio Surveyor No. 7697

04/16/26



240283/EASE-240283-2026-04-16-TEMP-3.doc



BASIS OF BEARINGS: Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT, AT THE SOUTHWEST CORNER OF MILL RUN CROSSING & GLENN ROAD, CITY OF DELAWARE, DELAWARE CO., OHIO

(FARM LOT 18, QTR. TWP. 2, T. 4 N., R. 18 W., U.S.M.L.)

SCALE: 1" = 160'

V 3 Companies
550 Polaris Parkway, Suite 250
Westerville, OH 43082
614 761 1661 phone
www.v3co.com

APRIL 29, 2026

By _____

Kevin L. Baxter ~ Ohio Surveyor No. 7697

240283

N:\2024\240283\Drawings\ACAD\SVY\VP01\EASE 240283 2026-03-26-TEMP.dwg 04/30/2026

April 29, 2026

DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT AT THE SOUTHWEST CORNER OF ALONG GLENN ROAD & MILL RUN CROSSING, CITY OF DELAWARE, DELAWARE CO., OHIO

Situated in the State of Ohio, County of Delaware, City of Delaware, in Farm Lot 29, Quarter Township 2, Township 4 North, Range 18 West, United States Military Lands, and being a temporary construction easement through a portion of a 14.072 acre tract of land conveyed, as Parcel 1, to Delaware Health Realty, LLC, by deed of record in Instr. No. 2025-00026144, all references being to the Recorder's Office, Delaware County, Ohio and bounded described as follows:

Beginning at a point in the north line of Farm Lot 18, Quarter Township 2, Township 4 North, Range 18 West, at the northeast corner of said 14.072 acre tract, in the south line of an original 10.344 acre tract of land conveyed to Zarcal Delaware, LLC, by deed of record in Official Record 1017, Page 2303, and at a point of curvature;

thence southeasterly along the curved northeasterly line of said 14.072 acre tract, and with a curve to the right, data of which is: radius = 50.00, and delta = 71° 29' 49", arc length = 62.39 feet, a chord distance of 58.42 feet bearing S 29° 36' 28" E to the point of tangency at a corner of said 14.072 acre tract;

thence S 06° 08' 27" W along a portion of an easterly line of said 14.072 acre tract a distance of 64.06 feet to a point;

thence N 83° 48' 15" W crossing a portion of said 14.072 acre tract a distance of 21.47 feet to a point;

thence N 06° 11' 45" E crossing a portion of said 14.072 acre tract a distance of 25.63 feet to a point of curvature;

thence northwesterly crossing a portion of said 14.072 acre tract, and with a curve to the left, data of which is: radius = 80.00, and delta = 83° 18' 18", arc length = 116.32 feet, a chord distance of 106.34 feet bearing N 35° 27' 24" W to the point of tangency;

thence N 77° 06' 33" W crossing a portion of said 14.072 acre tract a distance of 19.29 feet to a point in the north line of said 14.072 acre tract and in the south line of said original 10.344 acre tract;

thence S 86° 51' 03" E along a portion of the north line of said 14.072 acre tract and along a portion of the south line of said original 10.344 acre tract a distance of 77.18 feet to the place of beginning;

containing 3,677 square feet (= 0.084 acre) of land, more or less.

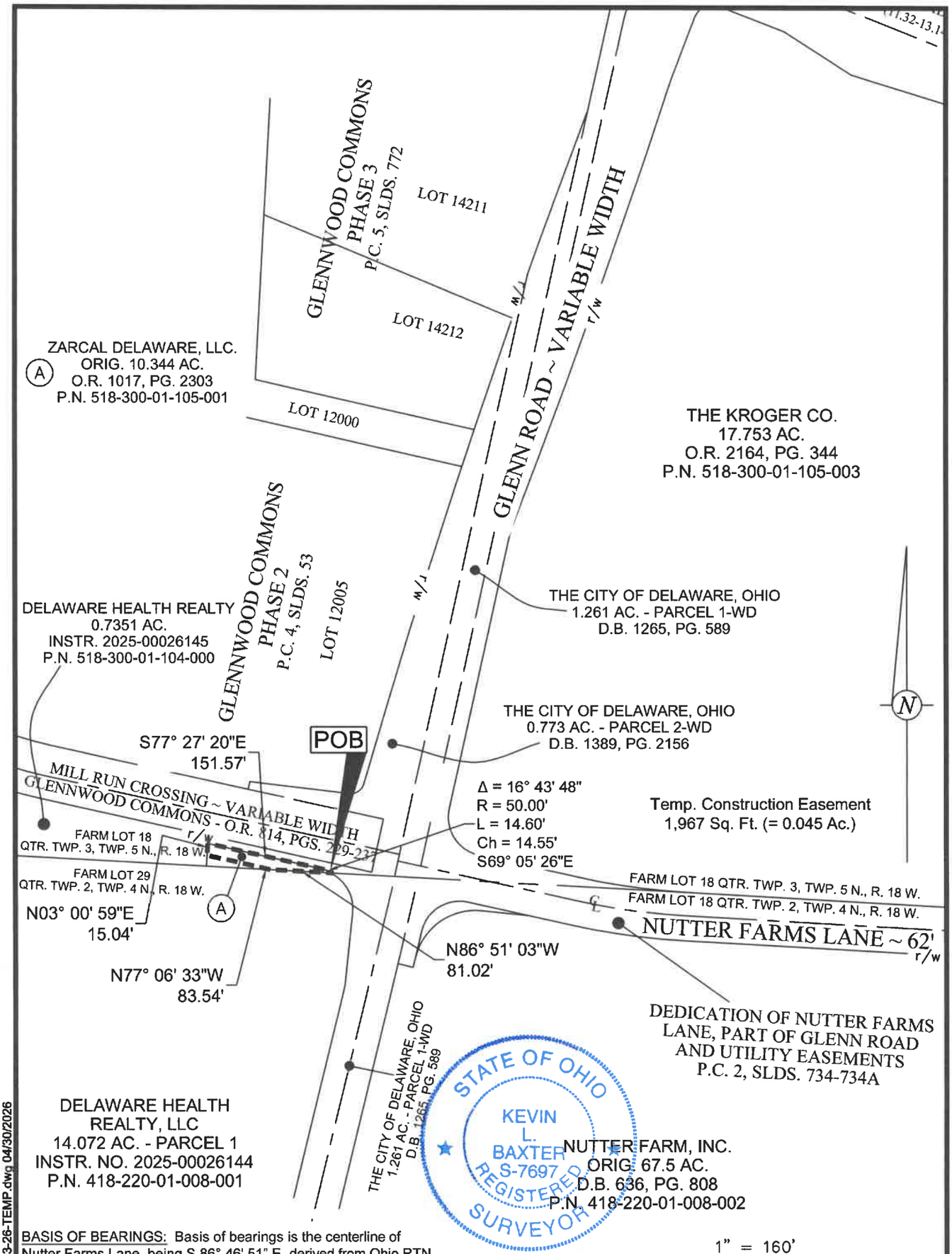
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd, Consulting Engineers & Surveyors, Columbus, Ohio, an actual field survey performed under his supervision in May, 2024. Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

Kevin L. Baxter ~ Ohio Surveyor No. 7697

04/22/26



240283/EASE-240283-2026-04-16-TEMP-4.doc



BASIS OF BEARINGS: Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

EXHIBIT OF A TEMPORARY CONSTRUCTION EASEMENT, AT THE SOUTHWEST CORNER OF MILL RUN CROSSING & GLENN ROAD, CITY OF DELAWARE, DELAWARE CO., OHIO

(FARM LOT 18, QTR. TWP. 3, T. 5 N., R. 18 W., U.S.M.L.)

SCALE: 1" = 160'

V 3 Companies
550 Polaris Parkway, Suite 250
Westerville, OH 43082
614 761 1661 phone
www.v3co.com

APRIL 29, 2026

By _____

Kevin L. Baxter ~ Ohio Surveyor No. 7697

240283

N:\2024\240283\Drawings\ACAD\SVY\VP01\EASE 240283 2026-03-26-TEMP.dwg 04/30/2026

April 29, 2026

DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT AT THE SOUTHWEST CORNER OF ALONG GLENN ROAD & MILL RUN CROSSING, CITY OF DELAWARE, DELAWARE CO., OHIO

Situated in the State of Ohio, County of Delaware, City of Delaware, in Farm Lot 18, Quarter Township 3, Township 5 North, Range 18 West, United States Military Lands, and being a temporary construction easement through a portion of an original 10.344 acre tract of land conveyed to Zarcal Delaware, LLC, by deed of record in Official Record 1017, Page 2303, all references being to the Recorder's Office, Delaware County, Ohio and bounded described as follows:

Beginning at a point in the south line of Farm Lot 18, Quarter Township 3, Township 5 North, Range 18 West, at a corner of a 0.773 acre tract of land conveyed to The City of Delaware, Ohio, by deed of record in Deed Book 1389, Page 2156, in the south line of said original 10.344 acre tract, and at a point of curvature at the northeast corner of a 14.072 acre tract of land conveyed, as Parcel 1, to Delaware Health Realty, LLC, by deed of record in Instr. No. 2025-00026144;

thence N 86º 51' 03" W along a portion of the south line of said original 10.344 acre tract and along a portion of the north line of said 14.072 acre tract a distance of 81.02 feet to a point;

thence N 77º 06' 33" W crossing a portion of said original 10.344 acre tract a distance of 83.54 feet to a point in the west line of said original 10.344 acre tract and in the east line of a 0.7351 acre tract of land conveyed to Delaware Health Realty, by deed of record in Instrument No. 2025-00026145;

thence N 03º 00' 59" E along a portion of the west line of said original 10.344 acre tract and along a portion of the east line of said 0.7351 acre tract a distance of 15.04 feet to a point at a southwest corner of said 0.773 acre tract;

thence S 77º 27' 20" E crossing a portion of said original 10.344 acre tract and along a south line of said 0.773 acre tract a distance of 151.57 feet to a point of curvature;

thence southeasterly crossing a portion of said original 10.344 acre tract, along the curved southwesterly line of said 0.773 acre tract, and with a curve to the right, data of which is: radius = 50.00 feet, and delta = 16º 43' 48", arc length = 14.60 feet, a chord distance of 14.55 feet bearing S 69º 05' 26" E to the point of beginning;

containing 1,967 square feet (= 0.045 acre) of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd, Consulting Engineers & Surveyors, Columbus, Ohio, an actual field survey performed under his supervision in May, 2024. Basis of bearings is the centerline of Nutter Farms Lane, being S 86° 46' 51" E, derived from Ohio RTN observations referencing monument, PID designation of DI1686 and CORS_ID of OHUN, Ohio South Zone, NAD 83 (2011) Epoch 2010, and all other bearings are based upon this meridian.

Kevin L Baxter 04/29/24

Kevin L. Baxter ~ Ohio Surveyor No. 7697



240283/EASE-240283-2026-04-16-TEMP-5.doc

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): XX-WD,SH, T
DEL-MILL RUN CROSSING/GLENN ROAD ROUNDABOUT

This Agreement is by and between the City of Delaware ["Purchaser"] and Nutter Farm, Inc., ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of $12,282.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) none.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the

property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event

shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Delaware and Nutter Farm, Inc., have executed this Agreement on the date(s) indicated immediately below their respective signatures.

By _____

NUTTER FARM, INC.

Date: _____

City of Delaware

_____

_____

Date: _____

TEMPORARY CONSTRUCTION EASEMENT ON ZARCAL DELAWARE, LLC PARCEL 518-300-01-105-001

TEMPORARY CONSTRUCTION EASEMENT ON DELAWARE HEALTH REALTY, LLC PARCEL 418-220-01-008-001

RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT ON NUTTER FARMS, INC. PARCEL 418-220-01-008-002

TEMPORARY CONSTRUCTION EASEMENT ON GOSULA PROPERTIES, LTD. PARCEL 519-444-04-004-008

TEMPORARY CONSTRUCTION EASEMENT ON GOSULA REALTY, LTD. PARCEL 519-444-04-004-003

EXISTING RIGHT TURN LANE

175' NORTHBOUND LEFT TURN LANE

150' NORTHBOUND RIGHT TURN LANE

275' SOUTHBOUND LEFT TURN LANE

200' SOUTHBOUND LEFT TURN LANE

325' NORTHBOUND LEFT TURN LANE

NORTHBOUND RIGHT TURN LANE

FUTURE BYXBE PARKWAY
REFER TO PLAN BY ARCADIS

GLENN RD

MILL RUN CROSSING

MEIJER PRIVATE DRIVE

NUTTER FARMS LANE

KROGER ACCESS

SUNBURY ROAD

FUTURE KROGER STORE N816
REFER TO APPROVED
CONSTRUCTION DOCUMENTS

PROP. KROGER N816
122,910 S.F. (GROSS)
118,307 S.F. (NET)
MARKETPLACE
16.83± AC.

MAIN ENTRANCE

CURBSIDE PICK UP DOOR

Rx DRIVE-THRU

PICKUP

Rx

STOP

PROP. FUEL CENTER

Nutter Farms, Inc.
47.14± AC.
P.N. 518300011000000

NOTE
ALL IMPROVEMENTS SHOWN ARE BASED ON RECOMENDED IMPROVEMENTS FOR THE 2045 HORIZON AS INDICATED IN TABLE 5 OF THE TRAFFIC IMPACT STUDY PREPARED BY CARPENTER MARTY TRANSPORTATION DATED OCTOBER 14, 2025

PROJECT:
GLENN RD. AND MILL RUN CROSSING ROUNDABOUT
FINAL ENGINEERING
DELAWARE COUNTY, OHIO

CLIENT:
Kroger

REVISIONS

NO.	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: xx/xx/xx

V3 COMPANIES
550 Polaris Parkway,
Suite 250
Westerville, OH 43082
614 761 1661 phone
www.v3co.com

SEALS:

FOR REVIEW ONLY

DATE: 4/17/2026	PM: AAG
DESIGNED BY: NJN	DRAWN BY: PCK
PROJECT NO.: 240283	

SCALE/NORTH:

60 30 0 60
1" = 60'

TITLE:
OVERALL SITE PLAN

DRAWING NO.
C7.0

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 11, 2026
SUBMITTED BY:	Paul Brake, City Manager Office
ITEM TYPE:	Staff Reports
AGENDA SECTION:	**CITY MANAGER'S REPORT**
SUBJECT:	April 2026 Contract Approvals
SUGGESTED ACTION:	

ATTACHMENTS:
Contract Approvals APR 2026.pdf

CONTRACT APPROVALS - April 2026				
VENDOR	**EXPLANATION OF AGREEMENT**	**2026 Amount**	**DEPARTMENT**	**DATE**
Burgess & Niple	Cherry St. Landfill Gas Probe Maintenance	$ 13,180.00	Public Works	4/7/2026
Phillips 66/Purvis Bros.	Excess Liability Insurance Program	N/A	Public Works	4/13/2026
Dsigning Local, Ltd.	Historic District Architectural Standards Update	$ 24,500.00	Planning	4/14/2026
ODOT Office of Aviation	Taxilane & T-Hangar D,E,F Reconstruct Grant	$ (27,328.55)	Public Works	4/14/2026
Cintas	Fire Extinguisher Service	$ 2,000.00	Public Utilities	4/20/2026
J&J Schlaegel, Inc.	Pittsburgh Dr. Sewer Improvements	$ 33,953.40	Public Utilities	4/20/2026
Transmap Corp.	2026 Pavement Conditions Assessment	$ 71,062.00	Public Works	4/20/2026
Professional Pavement Svcs.	2026 Spring Sidewalk Repair Program	$ 75,000.00	Public Works	4/20/2026
Woolpert, Inc.	Airport Runway Lighting Project - Ind. Fee Evaln.	$ 3,500.00	Public Works	4/22/2026
Environmental Air	Professional Services Agreement	$ 40,366.22	Facilities	4/27/2026
Ferguson Construction	Change Order 8 - remove north side double wall	$ 21,413.00	Fire	4/28/2026
Concrete One Construction	Concrete Install Unity Splash Pad	$ 39,064.26	Parks & Rec	4/29/2026
GFT Infrastructure	Engineering Services Main Agreement	N/A	Public Works	4/29/2026