



PLANNING AND ZONING COMMISSION (P&Z)
CERTIFICATE OF APPROPRIATENESS APPLICATION

ALL ITEMS ON THIS APPLICATION MUST BE COMPLETED.

Application Fee: \$240.00
Per Fee Ordinance 2019-49

Applicant: GB 8 NORTH LIBERTY STREET, LLC
 Address/City/State/Zip: 6100 MEMORIAL DR., DUBLIN, OH 43017
 Email Address: mth@hessenauer.com
 Phone No: 614-764-2211 Cell Phone No: 614-568-7791 Fax No: 614-764-1348
 Property Owner: GB 8 NORTH LIBERTY STREET, LLC
 Address/City/State/Zip: 6100 MEMORIAL DR., DUBLIN, OH 43017
 Email Address: mth@hessenauer.com
 Phone No: 614-764-2211 Cell Phone No: 614-568-7791 Fax No: 614-764-1348
 Architect/Designer for Applicant: MICHAEL R. HESSENAUER
 Address/City/State/Zip: 6100 MEMORIAL DR., DUBLIN, OH 43017
 Email Address: mth@hessenauer.com
 Phone No: 614-764-2211 Cell Phone No: 614-568-7791 Fax No: 614-764-1348
 Property Address: 8 N. LIBERTY ST., POWELL, OH 43065
 Lot Number/Subdivision: 127 Existing Use: RETAIL Proposed Use: RETAIL
 Proposed type of Environmental Change:

CHANGE IN USE FROM ICE CREAM SHOP TO RESTAURANT.

Checklist:

- ☒ Attach 5 copies of plot plan as well as any other drawings or written material that will help the Administration and Commission understand the nature of the proposal.
- ☒ 1 digital copy (CD, USB, Email) of the complete application packet.
- ☒ Attach the required fee - \$240.00
- ☒ Post a public notice sign at least (10) days prior to a public hearing or public meeting, pursuant to ordinance 11107.035 Public notice sign details found [here](#). -OK

(See Over)

I agree to grant the City Staff, the Commission, Board or Council considering this application access to the property that is the subject of this application for the purposes of reviewing this application and posting public notice for this application.

Signature of Applicant: Michael P. Hessemer Date: 1/12/21

| |
|------------|
| Office Use |
| Received |

| |
|-----------------------------------|
| Office Use |
| Type/Date: <u>check 1/14/2021</u> |
| Base Fee: <u>\$240.00</u> |
| Prepared by: <u>KM</u> |
| Reviewed by: <u>ES</u> |
| PAYOR: <u>The Hessemer Corp.</u> |
| RECIEPT # <u>608344</u> |

City of Powell · 47 Hall Street · Powell, Ohio 43065 · (614) 885-5380 · (614) 885-5339 fax· www.cityofpowell.us

The Hessenauer Corporation

Commercial Realtors

info@hessenauer.com

www.hessenauer.com

PARKING PLAN

8 North Liberty Street

in

POWELL, OHIO 43065



The Hessenauer Corporation

Commercial Realtors

info@hessenauer.com

www.hessenauer.com

PHOTOGRAPHS



The Hessenauer Corporation

Commercial Realtors

info@hessenauer.com

www.hessenauer.com

PHOTOGRAPHS



The Hessenauer Corporation

Commercial Realtors

info@hessenauer.com

www.hessenauer.com

PHOTOGRAPHS



The Hessenauer Corporation

Commercial Realtors

info@hessenauer.com

www.hessenauer.com

New Tenant Information

It was unfortunate that Jeni's Splendid Ice Cream decided to shut down their Powell location due to the pandemic. However, we were fortunate to find a national restaurant operator to lease the space. Xuegong Chen owns 49 Sushi restaurants nationwide and signed a 10 year lease for 8 North Liberty Street to open a gourmet Sushi restaurant. His restaurants are doing very well, even in the midst of the pandemic as they are taking advantage of current trends toward healthy foods. Their most well known restaurant is a fast casual brand known as Poke Bros. They have 3 locations in Columbus and more than 40 across the United States. In addition, they operate gourmet Sushi restaurants in select locations and they have chosen this Powell location to be a gourmet Sushi restaurant.

Summary

We would like to renew our current lease with the City of Powell for the lot at 44 North Liberty Street and use the allotted 12 spaces for our tenants. We will maintain the parking lot and sealing and striping will be done this Spring. Valet parking will be provided whenever the restaurant is open. The new Sushi restaurant will be very beneficial to Powell, bringing an international flavor to the most visible intersection in Powell and providing local residents and visitors a new dining option and delicious and healthy gourmet meals.

The current lease follows. Thank you very much for your consideration.

The Hessenauer Corporation

Commercial Realtors

info@hessenauer.com

www.hessenauer.com

VALET PARKING PLAN

We are awaiting approval and the subsequent buildout and opening of our restaurant, so that we can put the following valet parking plan into place:

We will have valet parking available whenever the restaurant is open for business. We will install an A-frame sign on North Liberty Road, just outside the entrance of the restaurant, reading "Valet Parking Available", with an arrow pointing to our wrap-around drive, running just north and east of our building. On the wrap-around drive itself, we will have another sign reading "Valet Parking Here". When clients get to that point, the valet driver will show the client into the restaurant and park the car at 44 N. Liberty St. When the client has finished their meal, they will notify the restaurant that they are ready to leave. The driver will get their car from the lot and return to the pickup/drop off point on the wrap-around drive. The customer will exit the restaurant and drive away in their car.

We will have 12 spaces available at the lot at 44 N. Liberty. If 8 or more spaces are already taken, we will park customer cars at the City of Powell lot northwest of our building.

Signs will be brought inside each evening when the restaurant closes and put back outside when the restaurant opens.

Valet parking at this location will be beneficial to our restaurant, as this will be a fine dining restaurant where valet parking is appropriate.

PARKING AGREEMENT

This Parking Agreement ("Agreement") is made as of the ____ day of _____, 2021 between the City of Powell, an Ohio municipal corporation ("POWELL") and GB 8 North Liberty Street, LLC, an Ohio limited liability company ("COMPANY").

Background Information

- A. POWELL owns real property located at 44 N. Liberty Street, Powell, Ohio (the "Property"), which is comprised of three separate parcels being identified by the Delaware County Auditor's Office as Parcel No. 31942513067000 (the "Parking Lot"), 31 942513066000 (the "Expansion Lot") and 3194251306500 (the "Church Lot") which are depicted on the map attached hereto as Exhibit "A" and is hereby incorporated by reference.
- B. COMPANY desires to have a number of the parking spaces located on the Parking Lot designated as "Reserved Spaces" for the sole and exclusive use of COMPANY's tenants' customers and/or employees, or COMPANY's affiliates.
- C. POWELL and COMPANY desire to enter into this Agreement in order to provide COMPANY designated parking spaces in the Parking Lot for the purposes described in Paragraph B above, upon and subject to the terms, conditions, and covenants contained in this Agreement.

Statement of Agreement

The parties hereby acknowledge the accuracy of the above "Background Information" and hereby agree as follows:

1. COMPANY's Parking Rights. Upon occupancy of COMPANY's building at 8 N. Liberty Street ("Company Building"), and compliance with all local, state, and federal rules, law, and regulations, POWELL hereby grants to COMPANY the exclusive parking rights to those certain 12 existing spaces in the Parking Lot designated on Exhibit A as the "Reserved Spaces" for the exclusive use by COMPANY's tenants' customers and/or employees, or COMPANY's affiliates. In consideration of the reserving parking spaces for COMPANY's use, COMPANY shall construct, equip, and maintain a patio at the building located 8 N. Liberty Street, as depicted on the diagram attached hereto as Exhibit B and incorporated herein by reference. In the event that a restaurant with table service becomes a tenant or user at 8 N. Liberty Street, the patio shall be reserved exclusively for use by patrons of such restaurant located at 8 N. Liberty Street. Otherwise, the patio shall be available for use by the general public. POWELL hereby grants to COMPANY the license and right to occupy such road right-of-way as is shown on Exhibit B as being occupied by the patio.

Notwithstanding anything to the contrary stated herein, the Reserved Spaces shall be available to the general public during the Powell Festival, the Summer Concert Series, Downtown Street Markets and other City- or HDP Inc.-sponsored community events. The availability to the general public shall be indicated by bagging of the "Reserved

Parking" signs or other appropriate means, such measure to be taken by Powell at the appropriate time. COMPANY shall not be responsible for bagging the Reserved Parking signs.

COMPANY shall submit a parking plan to POWELL showing a detailed layout of the parking lot and the Reserved Spaces and, after approval by POWELL, COMPANY shall undertake any necessary sealing and/or restriping of the parking lot, marking of the Reserved Spaces and installation of any applicable signage identifying the Reserved Spaces in accordance with the approved parking plan. COMPANY shall maintain the parking lot, including the Reserved Spaces, with the exception of snow and ice removal, which shall be the responsibility of POWELL and which shall be performed within 24 hours of when the Powell Service Department is called out for snow removal. COMPANY shall be responsible for the periodic sealing and/or restriping of the Parking Lot during the term of this Agreement.

2. COMPANY's Right to Construct Additional Spaces. COMPANY shall have the option, at POWELL's discretion and only with POWELL's approval, to construct additional parking spaces on the Expansion Lot at COMPANY's sole cost and expense, and POWELL shall similarly designate such additional parking spaces as "Reserved Spaces" for use by customers and/or employees of tenants of COMPANY's and its affiliates. Any development of new parking spaces by COMPANY shall be undertaken in accordance with the following provisions:

- (i) COMPANY shall, at its sole cost and expense, obtain all necessary permits and approvals and comply with all applicable laws, ordinances, codes, and regulations.
- (ii) All of the COMPANY's work shall be performed in a good and workmanlike manner consistent with industry standards for similar work in the Central Ohio area and in accordance with the requirements of the Agreement.
- (iii) All of the work shall be performed at COMPANY's sole risk and cost.
- (iv) COMPANY shall not permit any mechanic's liens or other liens or encumbrances to be filed or placed against the Property in connection with or related to the work. If any such lien or encumbrance is filed or placed against the Property, then COMPANY shall cause such lien or encumbrance to be discharged or otherwise secured to POWELL's complete satisfaction within thirty (30) days after the sooner of notice to the COMPANY of the filing or placement of such lien or encumbrance on the Property or the termination of this Agreement.
- (v) Company shall not be required to construct any more parking spaces in the Expansion Lot than as deemed necessary by the COMPANY in its sole discretion. All spaces constructed by COMPANY shall be deemed Reserved Spaces.

3. Satisfaction of Parking Requirements. Based upon Planning and Zoning Commission's determination at its meeting on December 12, 2007, in addition to the reserved spaces identified herein, the COMPANY shall provide a valet parking plan to the City Zoning Administrator for approval prior to the approval of a Zoning Certificate for a "full-service, sit down, drinking and/or eating establishment" as a user of the building. The valet parking plan along with this Parking Agreement is sufficient to satisfy the condition of the COMPANY's final development plan approval. The parties hereby acknowledge and agree that the COMPANY, by securing the Reserved Spaces as provided for herein, along with the valet parking plan, has met the parking requirements stated in the Final Development Plan Text dated June 6, 2007 (as approved by the Powell Planning and Zoning Commission on June 13, 2007 and approved by the Powell City Council on July 17, 2007 pursuant to ordinance 2007-34) to the satisfaction of Powell's Planning and Zoning Commission and has a sufficient quantity of available parking to conduct operations from Company's Building as a "full service, sit down, drinking and/or eating establishment".

4. Easement for Additional Signage. During the term of this Agreement, Company shall have the right to install, and POWELL hereby grants the COMPANY an easement to install and maintain a sign on the Parking Lot along Liberty Street, directing and indicating to motorist the location of the Reserved Spaces. Said sign shall be constructed and installed at COMPANY's sole cost and expense and POWELL and COMPANY shall mutually agree on the location and design of the sign.

5. POWELL Construction of Scioto Street Extension. POWELL shall have and retain the right to construct the Scioto Street Extension on the Property in POWELL's sole discretion. In the event that POWELL determines to construct the Scioto Street Extension during the term of this Agreement, and construction of such extension affects the Reserved Spaces, the parties agree to negotiate in good faith to identify 12 spaces in the reconfigured Parking Lot to replace any Reserved Spaces lost to the Scioto Street Extension, and to enter into an addendum to this Agreement to such effect. Nothing herein, however, guarantees COMPANY continued use of the 12 spaces or replacement spots.

POWELL shall also have and retains the right to use and enjoy the building and remaining parking spaces located at 44 N. Liberty Street for lease to tenant and/or use by the general public.

6. Indemnification. Except as set forth in the last paragraph of this section, COMPANY shall indemnify and hold POWELL harmless from and against all liabilities, losses, damages, injuries, costs, and expenses, including attorneys' fees, caused by or related to any of the following by COMPANY, its tenant(s), its agents, and representatives:

- (a) Work to create and/or use of the "Reserved Spaces" by motorists as described in §1;
- (b) Construction of and/or use of additional "Reserved Spaces" by motorists as described in §2; or
- (c) Failing to perform or observe any other obligation or condition to be performed or observed by COMPANY under this Agreement; or
- (d) Any other actions, in law or equity, taken against POWELL because of, or related to, this parking Agreement or COMPANY's rights and privileges provided herein.

7. Default. If COMPANY fails to fully perform or observe any obligation or condition of this Agreement to be performed or observed by it and fails to correct such default to POWELL's reasonable satisfaction within twenty (20) days after written notice thereof is received by COMPANY from POWELL, or in the event COMPANY initiates such cure with said time period and diligently pursues such cure to completion where COMPANY cannot reasonably complete any required cure within the stated 20 day period, then POWELL may terminate this Agreement at any time thereafter by giving written notice of termination to COMPANY, and COMPANY's rights and interests under this Agreement shall immediately thereupon cease and terminate.

8. Term of Agreement. This Agreement shall take effect upon the later date set forth below and will remain effect until December 31, 2022 ("Term"), subject to any termination rights herein. The parties may agree to a one-time, two-year renewal of this Agreement ("Renewal Term"), which said Renewal Term would begin on January 1, 2023 and terminated on December 31, 2024.

9. Recording. COMPANY may at its sole cost and expense record this instrument with the records of the county recorder of Delaware County.

10. Miscellaneous. The rights and obligations of the parties under this Agreement shall be construed and resolved in accordance with the laws of the State of Ohio. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the parties. This Agreement may be executed in one or more separate counterparts, which, when read together, shall be as fully-effective as a single, executed counterpart.

Executed this _____ day of _____, 2021.

CITY OF POWELL, OHIO

GB 8 North Liberty Street, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

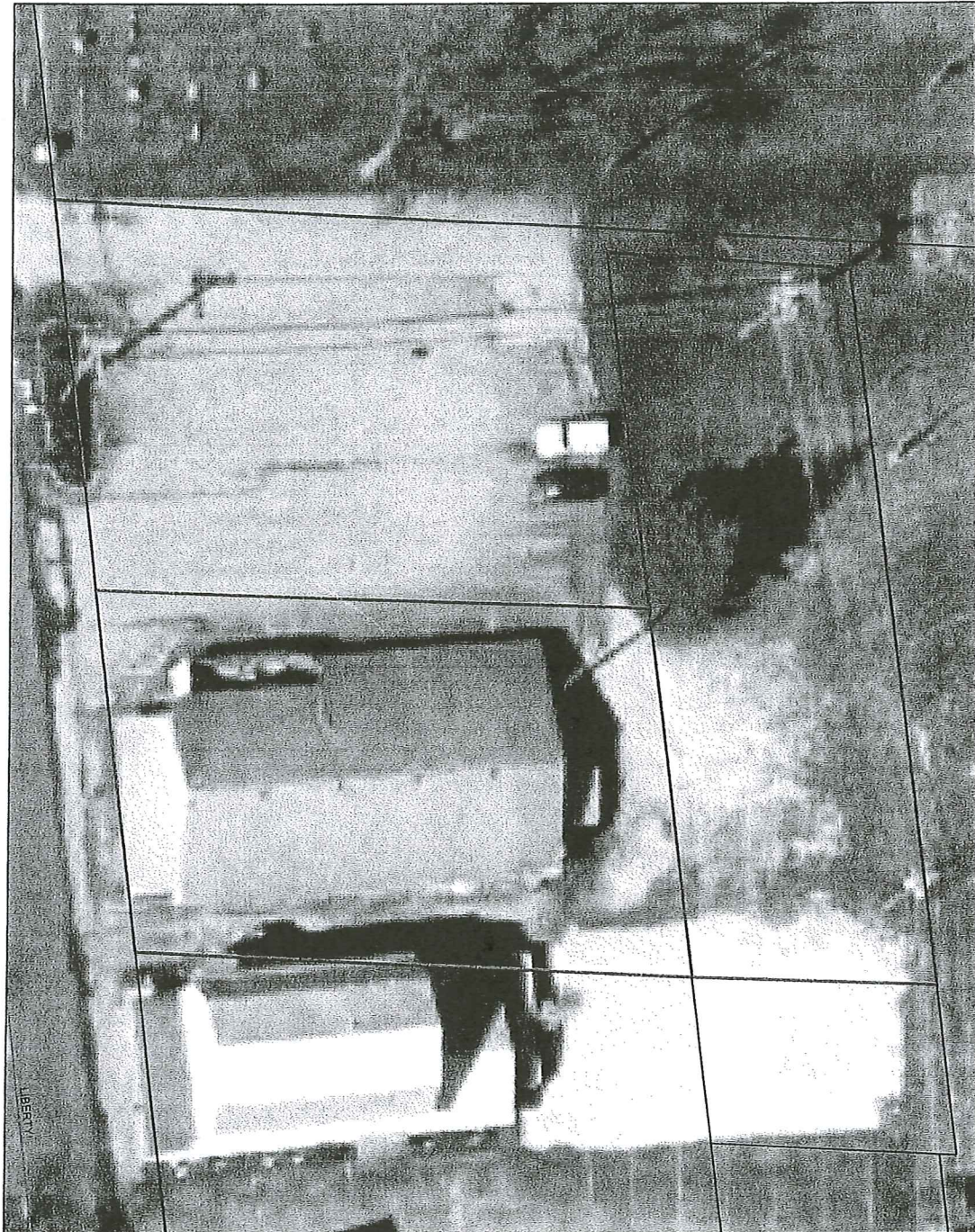
Date: _____

Approved as to Form:

Yazan S. Ashrawi, Law Director

EXHIBIT A

44 N Liberty St

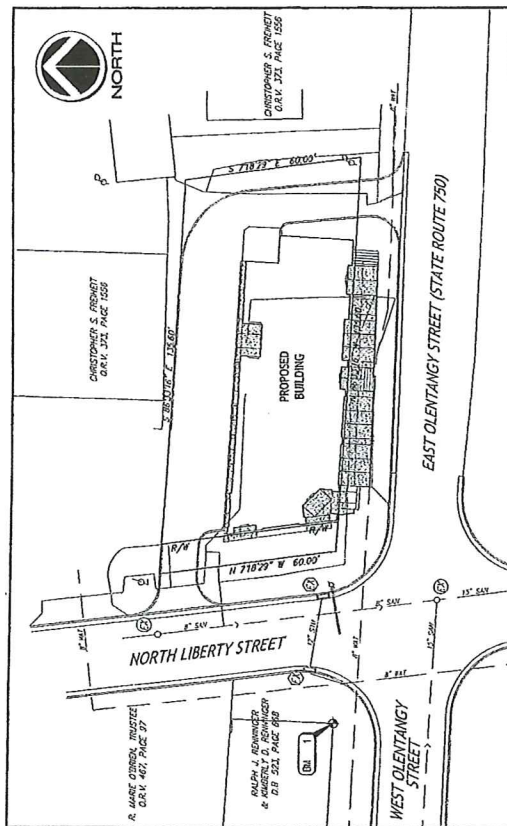


0 5 10 20 30 40 Feet
1 inch equals 20 feet



8 NORTH LIBERTY STREET

SITE DEVELOPMENT PLAN

CITY OF POWELL, DELAWARE COUNTY, OHIO
2008

SCHEMATIC MAP
SCALE: 1" = 20'


CONTOUR INTERVAL ONE (1) FOOT BY
FLOYD BROWNE GROUP FIELD CREW
AUGUST 2007

BEARINGS SHOWN HEREON ARE BASED ON CENTERLINE OF
 ADJUTANTY STREET, BEING SOUTH 85° 40' EAST, AS SHOWN ON THE
 PLAT OF "CASE ADDITION" OF RECORD IN PLAT BOOK 3, PAGE 98,
 RECORDER'S OFFICE, DELAWARE COUNTY, OHIO.

THE SUBJECT PROPERTY LIES WITHIN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND DESIGNATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 3906360212, DATED

SOURCE BENCHMARK (BU 1):
TOP OF SOUTHEAST BUILDING FOUNDATION STONE AT THE
NORTHWEST CORNER OF WEST OLENTANGY STREET AND
NORTH LIBERTY STREET.
ELEVATION: 910.29 (NAVD 89)

[illegible]

BEFORE YOU DIG 
CALL TOLL FREE 800-352-2764

NOTE: BEFORE ANY SITE WORK OHIO'S OHIO LAW REQUIRES THAT EQUIPS BE CONTACTED FOR LOCATION OF UNDERGROUND UTILITIES.

ARCHITECT
FORD & ASSOCIATES ARCHITECTS
1500 WEST FIRST AVENUE
COLUMBUS, OHIO 43212
(614) 488-6252

[illegible]

CONSTRUCTION PLAN APPROVAL

CITY OF POWELL
THE SIGNATURES BELOW SIGNIFY ONLY CONCURRENCE WITH THE GENERAL
PURPOSE AND LOCATION OF THIS PROJECT. ALL TECHNICAL DETAILS REMAIN
THE RESPONSIBILITY OF CIVIL ENGINEER CONSULTANTS.

CITY OF POWELL DIRECTOR OF DEVELOPMENT

DATE _____

CITY OF POWELL MAYOR _____

[illegible]

TITLE SHEET

1 OF 5

8 NORTH LIBERTY STREET
STAVROFF LAND DEVELOPMENT, INC.
SITE DEVELOPMENT PLAN

SITE DEVELOPMENT PLAN

**Floyd
Browne**
Group

Solutions For Your World

Central Ohio
740.363.6792
740.363.0536 fax
800.325.7647

NO. _____ REVISION DATA _____ DATE BY _____

PRELIMINARY
NOT FOR CONSTRUCTION

_____ RECORD _____

_____ PROGRESS _____

_____ CONSTRUCTION _____

| SHEET INDEX | |
|-------------|--|
| 1 | TITLE SHEET |
| 2 | GENERAL NOTES, DETAILS AND QUANTITIES |
| 3 | SITE LAYOUT, UTILITY AND GRADING PLAN |
| 4 | ENTRANCE DRIVE, CURB RAMP DETAILS AND LOT PLAN |
| 5 | LANDSCAPE PLAN AND DETAILS |

WATER SYSTEM APPROVAL

GENERAL MANAGER, DEL-CO WATER COMPANY, INC.

JESSE CHEFF, LIBERTY TOWNSHIP

DESIGN ENGINEER

THIS IS TO CERTIFY THAT GOOD ENGINEERING PRACTICES HAVE BEEN UTILIZED IN THE DESIGN OF THIS PROJECT AND IN OUR OPINION AND TO THE BEST OF OUR KNOWLEDGE THAT ALL MINIMUM STANDARDS AS REQUIRED BY THE CITY OF POWELL HAVE BEEN MET. INCLUDING THOSE STANDARDS GREATER THAN MINIMUM WHERE, IN OUR OPINION, THEY ARE NEEDED TO PROTECT THE SAFETY OF THE PUBLIC.

SAFETY OF THE PUBLIC.

William A. Warden
WILLIAM A. WARDEN, P.E. NO. E-71855

2-31-08

RECEIVED
JAN 31 1908
STATE OF OHIO
WILLIAM A. WARDEN
E-71855

DATE _____

CONSTRUCTION PLAN APPROVAL

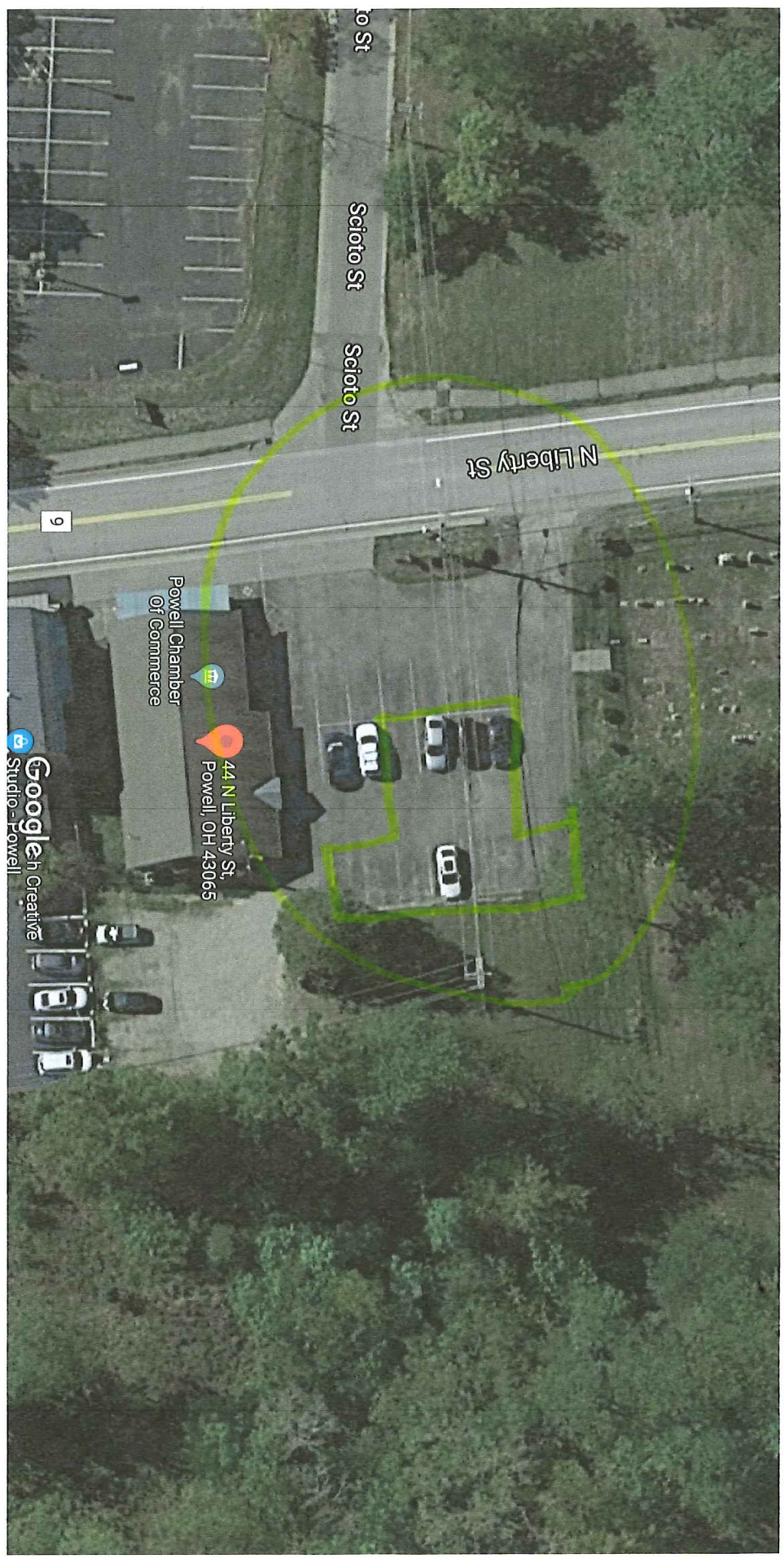
CITY OF POWELL
THE SIGNATURES BELOW SIGNIFY ONLY CONCURRENCE WITH THE GENERAL
PURPOSE AND LOCATION OF THIS PROJECT. ALL TECHNICAL DETAILS REMAIN
THE RESPONSIBILITY OF CLOVIS BUILDING CONSULTANTS.

CITY OF POWELL DIRECTOR OF DEVELOPMENT

DATE _____

CITY OF POWELL MAYOR _____

[illegible]



Map data ©2021 , Map data ©2021 20 ft