

ORDINANCE NO. 09-08

By Ben Kessler

An Ordinance granting a variance to Sections 1244.08 and 1252.03(q), titled Planned Unit Residential (PUR), to permit student housing and dormitories in the existing (30) unit building constructed at the property with the address at:

2130 Astor Avenue, Bexley, Ohio  
Aka Woodsviw of Bexley Condominiums

WHEREAS, 2130 Astor Avenue was zoned PUR by Ordinance No. 12-18, passed May 23, 1987; and

WHEREAS, "student housing and dormitories" as used included in the definition of "Campus Use" (Bexley City Code 1268.08); and

WHEREAS, Campus Uses are not permitted uses in the PUR District but are only permitted in the Campus Planning District (CP); which District was established by Ordinance No. 88-03, passed February 24, 2003); and

WHEREAS, the applicant, Capital University, is requesting a variance to the PUR District regulations (Bexley City Code Sections 1244.08 and 1252.03(q); to permit student housing in the existing thirty (30) units building located at 2130 Astor Avenue.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO THAT:

Section 1. That a variance from the provisions of Section 1244.08 and 1252.03(q), titled Planned Unit Residential District (PUR), for the property located at 2130 Astor Avenue, Bexley, Ohio 43209, and also known as Woodsviw of Bexley Condominiums, insofar as said sections prohibit "student housing and dormitories" in the PUR District, is hereby granted.

Section 2. That this Ordinance is conditioned on and shall remain in effect only for so long as said property is used for student housing or a dormitory in the existing thirty (30) unit building constructed on the property, or such other replacement building in the event of the existing building's destruction or damage.

Further, the Council President shall have the authority and be directed to sign the Good Neighbor Agreement between Capital University and the City of Bexley dated March 17, 2008, and attached as Exhibit A.

Section 3. That this Ordinance was passed by roll call vote this 18<sup>th</sup> day of March, 2008.

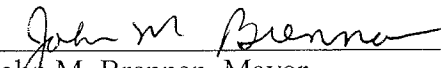
Section 4. That this Ordinance shall go into force and take effect at the earliest opportunity allowed by law.

Passed March 18, 2008

Attest   
Clerk of Council

  
President of Council

Approved: March 18, 2008

  
John M. Brennan, Mayor

## EXHIBIT A

**Good Neighbor Agreement  
To Address Capital University Apartments and Rentals  
March 17, 2008**

**WHEREAS**, property owners and residents, owning property and/or living generally south and west of the Capital University Campus (the "Southwest Bexley Area") have concerns about apartments and rental properties occupied by students attending Capital University; and

**WHEREAS**, Capital University owns those apartments and rental properties in the Southwest Bexley Area identified on Exhibit A, attached hereto; and

**WHEREAS**, Capital University intends to pursue the purchase of additional properties, including 2130 Astor Avenue, in compliance with the Southwest Bexley Master Plan, dated August 29, 2002 and the Memorandum of Understanding between Capital University, Trinity Lutheran Seminary and City of Bexley entered into in 2004 (those properties set forth on Exhibit A and any additional properties purchased by Capital University are hereinafter collectively referred to as "Capital Properties"); and

**WHEREAS**, Capital University endeavors to uphold the quality and character of the Southwest Bexley Area community and provide a safe and healthy living and learning environment for all residents, including its students; and

**WHEREAS**, it is in the best interest of all parties that the City of Bexley (the "City") continue to thrive as a good place to live for all residents.

**NOW THEREFORE**, be it resolved that Capital University and the future tenants of Capital Properties abide by the following terms of this Good Neighbor Agreement:

**A) COMMUNITY INVOLVEMENT:**

1. Capital University will increase opportunities for communication, community-building and collaboration among residents of the Southwest Bexley Area and the general Bexley community through the use of regular campus and community meetings. These meetings will be hosted by the Capital University's Office of Student Affairs, under the leadership of the Vice President of Student Affairs.
2. Capital University will partner with the City and civic organizations operating in the Southwest Bexley Area to promote new opportunities for community service, beautification, and economic development. This effort will be the responsibility of the Vice-President of Business and Finance.
3. Capital University will work to connect with the general Bexley community by providing athletic, academic, art, music and cultural opportunities not found available in other cities. This effort will be directed by the Provost of Capital University.

4. Capital University will coordinate campus policing efforts with those of the City of Bexley. These efforts may be expanded to include emergency preparedness and disaster recovery for the mutual benefit of the campus and Southwest Bexley Area community. The Director of Public Safety will be responsible for this important effort.
5. Capital University currently requires Capital University students who violate the Student Code of Conduct contained in the Capital University Student Handbook, a copy of which is included as Exhibit B to this Good Neighbor Agreement, to perform community service on the Capital University Campus. Capital shall expand the area for community service to include the Southwest Bexley Area. In the Southwest Bexley Area, community service shall include the picking up of trash and debris on public streets and alleys, and performing exterior maintenance work on Capital Properties.

#### **B) TENANT COMMITMENTS**

1. Each Capital Properties tenant also enrolled as a student at Capital University will be required to sign a campus housing agreement requiring the tenant to abide by the behavior expectations described in the Student Code of Conduct. Such tenants are subject to disciplinary action by Capital University and may be removed from the premises for infractions of the Student Code of Conduct.
2. All tenants not enrolled as students at Capital University will be required to sign a lease in which they agree to keep the leased premises clean and maintained in good working order and to obey all laws and comply with the rules and regulations as outlined by Capital University.
3. All tenants, students and nonstudents, will be asked to comply with the following rules and regulations in their respective agreements:
  - Properties are to be kept clean, free from trash and debris.
  - Music should not be so loud as to interfere with other tenants or neighbors.
  - Parking is permitted only in designated spaces or on street as authorized by the City of Bexley.

#### **C) PROPERTY COMMITMENTS**

1. Capital University will endeavor to maintain apartments and rental properties in a neat and positive manner per Bexley Codified Ordinance, including those items as described in Bexley Building and Property Maintenance Code, Chapter 1490, and Vegetation/Weed Control, Chapter 1492.
2. Capital University will assist in the development and implementation of a rental property inspection program as allowed by law to be used throughout the City to promote the health and safety of the community at large.
3. Until the rental property inspection program described in C)2 above is adopted by the City, the Code Official (as that term is defined in Chapter 1490 of the City of

Bexley Codes) shall have the right to inspect individual units of the Capital Properties for compliance with Chapters 1490 and 1492 of the Bexley Codes when the unit becomes vacant and prior to the re-occupancy of the unit. Capital University agrees to notify the Code Official when a unit becomes vacant and shall call for an inspection prior to the re-occupancy of the unit. Should the inspection discover a condition that may be harmful or injurious to the occupant or the public, the unit will not be occupied until the condition is corrected; otherwise, the unit may be occupied while violations are corrected. The Code Official shall have three (3) business days after the call to inspect the unit; otherwise, the unit can be occupied without inspection.

**D) 2130 ASTOR**

1. Capital University will utilize the apartments at 2130 Astor Avenue (the "Property") in their present form. The units in the Property presently all have two bedrooms, two baths and a kitchen. No renovations or changes will be made to the units. Parking will be in assigned spaces by special parking permits issued to the residents of the Property.
2. Capital University will operate the Property as "On-Campus" housing for students enrolled at Capital University. Students will be supervised by a resident staff person, patrolled by the department of public safety, and maintained by the office of facilities management. Capital University agrees to review staffing levels with City Administration in response to neighbors' complaints about Property residents or activities at the Property.
3. Capital University will screen student applications for residence in the Property. Student applicants with a record of serious (alcohol or substance abuse, vandalism, security violations, etc.) disciplinary violations will not be considered. Furthermore, student applicants who have an academic standing at or above 60 credit hours (academic Juniors & Seniors) at the time of occupancy and a cumulative GPA of at least a 2.750/4.000 will have the first priority for placement.
4. Capital University will expect residents of the Property to conduct themselves according to U.S. Federal Law, the statutes of the State of Ohio, the local ordinances of the City of Bexley, and the Student Code of Conduct at Capital University. Residents who demonstrate an inability to live in a group setting or to abide by Capital University and/or Residence Hall Community Standards by virtue of their behavior will be removed from student housing.
5. Capital University agrees to comply with the zoning restrictions on the Property. The Property is currently zoned Planned Unit Residential District (PUR). The existing PUR District limits occupancy of each unit to four (4) persons; however, no more than two (2) occupants may be unrelated persons over the age of 18.
6. City agrees to include the Property within the area of the Future Phase rezoning to the Campus Planning District in accordance with Section 3 of the Memorandum of

Understanding between Capital University, Trinity Lutheran Seminary and City of Bexley, Ohio.

- 7. Capital University agrees to build a fence along the east property line of the Property. The fence shall be a board on board and shall be 2' to 3' in height.

Agreed to on this \_\_\_\_ day of \_\_\_\_\_, 2008 by representatives of Capital University, City of Bexley, Administration, and the Bexley City Council.

President, Capital University

*Dennis A. Brown*

Mayor, City of Bexley

*John Brennan*

President, Bexley City Council

*Matthew J. Lampke*

**Exhibit A**  
**Capital University**  
**Apartments and Rental Properties**

675 College Avenue  
737 College Avenue  
767 College Avenue  
633 Euclaire Avenue  
653 Euclaire Avenue  
673 Euclaire Avenue  
679 Euclaire Avenue  
683 Euclaire Avenue  
687 Euclaire Avenue  
715 Francis Avenue  
805 Frances Avenue  
631 Sheridan Avenue  
645-647 Sheridan Avenue  
657 Sheridan Avenue  
675 Sheridan Avenue  
701 Sheridan Avenue  
707 Sheridan Avenue  
727 Sheridan Avenue  
735-737 Sheridan Avenue  
754-756 Sheridan Avenue  
760-762 Sheridan Avenue  
2361 E. Mound Street  
2391 E. Mound Street  
2389 E. Mound Street  
2373 E. Mound Street

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President, Capital University

*Dennis A. Bowman*

Mayor, City of Bexley

*John M. Brennan*

President, Bexley City Council

*Matthew J. Lampe*