

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

REGULAR MEETING

APRIL 13, 2015

1. ROLL CALL
2. INVOCATION – Pastor Julie Morgan, Delaware City Vineyard Church
3. PLEDGE OF ALLEGIANCE – Wolf Scouts Pack 318, Den 2
4. APPROVAL of the Motion Summary of the regular meeting of Council held March 23, 2015, as recorded and transcribed.  
APPROVAL of the Motion Summary for the Council Retreat meeting held March 28, 2015, as recorded and transcribed.
5. CONSENT AGENDA
  - A. Acceptance of the Motion Summary for the Shade Tree Commission meeting held February 24, 2015.
  - B. Acceptance of the Motion Summary for the Historic Preservation Commission meeting held February 25, 2015.
  - C. Acceptance of the Motion Summary for the Civil Service Commission meeting held January 7, 2015.
  - D. Acceptance of the Motion Summary for the Planning Commission meeting held March 4, 2015.
  - E. Establish April 27, 2015 at 7:30 p.m. as the date and time for a public hearing and second reading of Ordinance No. 15-33, an ordinance revising sections of the Delaware Codified Ordinances relating to parking and traffic offenses.
  - F. Resolution No. 15-16, a resolution cancelling the second regular meeting of City Council May 25, 2015, due to the Memorial Day holiday.
6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. PRESENTATIONS
  - A. Huntington Bank Veterans Memorial Plan, Chris Otten, Delaware Branch Manager and Steven Fields, Vice President and Director of Community Engagement

- B. Ironman 70.3, Steve Meckfessel, Managing Director Global Race Directions Work Triathlon Corp.
  - C. Shade Tree Commission Update, Chairman Dave Carey and Vice-Chair Susan Wright
9. THIRD READING of Ordinance No. 15-32, an ordinance amending the Employment Agreement with the City Manager.
  10. CONSIDERATION of Resolution No. 15-17, a resolution memorializing the City's proposed incentive package for Inno-Pak, LLC.
  11. CONSIDERATION of Resolution No. 15-18, a resolution adopting a process for awarding Community Promotions Fund Grants.
  12. CONSIDERATION of Ordinance No. 15-33, an ordinance revising sections of the Delaware Codified Ordinances relating to parking and traffic offenses.
  13. CONSIDERATION of Ordinance No. 15-34, an ordinance approving an Amended Preliminary Development Plan for LYH, LLC for Stockdale Farms consisting of 320 Single-Family units on 158.2 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads.
  14. CONSIDERATION of Ordinance No. 15-35, an ordinance approving an Amended Preliminary Subdivision Plat for LYH, LLC for Stockdale Farms consisting of 320 Single-Family units on 158.2 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads.
  15. CONSIDERATION of Ordinance No. 15-36, an ordinance supplementing the 2015 Appropriations Ordinance to provide additional funding for various utility fund capital improvement projects, and declaring an emergency
  16. CONSIDERATION of Ordinance No. 15-37, an ordinance supplementing the 2015 Appropriations Ordinance to provide funding to complete the park levy improvements, and declaring an emergency.
  17. CONSIDERATION of Ordinance No. 15-38, an ordinance supplementing the 2015 Appropriations Ordinance to provide funding for the US36/37 and Glenn Road intersection improvement project, and declaring an emergency.

18. CONSIDERATION of Ordinance No. 15-39, an ordinance supplementing the 2015 Appropriations Ordinance to providing funding to construct Veterans Plaza.
19. CONSIDERATION of Ordinance No. 15-40, an ordinance authorizing the City Manager to enter into an Economic Development Revolving Loan Fund Administration Agreement with the State of Ohio Development Services Agency for the period beginning January 1, 2015 and ending December 31, 2017, and declaring an emergency.
20. CONSIDERATION of Ordinance No. 15-41, an ordinance authorizing the City Manager to enter into a Partnership Agreement between the City of Delaware, Ohio and Delaware County, Ohio to prepare and file an application with the Ohio Department Services Agency, Office of Community Development, for Federal Program Year 2015 Ohio Small Cities Community Development Block Grant (CDBG), Home Investment Partnership Program, and Ohio Housing Trust Funds for the Community Housing Impact and Preservation Program (CHIP), and declaring an emergency.
21. CITY MANAGER'S REPORT
22. COUNCIL COMMENTS
23. ADJOURNMENT

# RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held March 23

20 15

The regular meeting of March 23, 2015 was called to order at 7:00 p.m., in the City Council Chambers. The following members of Council were present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Joe DiGenova, Fourth Ward Andrew Brush, At Large Kent Shafer, Vice Mayor George Hellinger and Mayor Carolyn Kay Riggle who presided. The invocation was given by Youth Pastor, Jake King, of the Grace United Methodist Church, followed by the Pledge of Allegiance, led by the Girl Scout Brownie Troop #113.

Staff Present: Dave Efland, Planning and Community Development Director, Scott Stowers, IT Director, Dean Stelzer, Finance Director, Dan Whited, Public Service Group Director, Darren Shulman, City Attorney, Brad Stanton, Public Utilities Director, Bill Ferrigno, Public Works Director/City Engineer, Bruce Pijanowski, Police Chief, and Tom Homan, City Manager.

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

APPROVAL of the Motion Summary of the regular meeting of Council held March 9, 2015, as recorded and transcribed.

**Motion:** Mr. Brush moved to approve the Motion Summary of the regular meeting of Council held March 9, 2015, as recorded and transcribed, seconded by Mr. Shafer. Motion approved by a 7-0 vote.

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

- A. Acceptance of the Motion Summary for the Civil Service Commission meeting held February 4, 2015.
- B. Acceptance of the Motion Summary for the Board of Zoning Appeals meeting held February 11, 2015.
- C. Acceptance of the Motion Summary for the Public Works/Public Utilities Committee meeting held January 6, 2015.
- D. Acceptance of the Motion Summary for the Parks and Recreation Advisory Board meeting held February 17, 2015.
- E. Resolution No. 15-15, a resolution authorizing the City Manager to participate in the cooperative purchase of road salt through the Ohio Department of Transportation Summer (418-16) and Winter (018-16) Salt Purchase Contracts.

A discussion was held on the cooperative purchase of road salt through the Ohio Department of Transportation. Mr. Ferrigno explained that purchase will set the price for next winter and the reimbursement of salt to Delaware County.

**Motion:** Mrs. Keller moved to approve the Consent Agenda, seconded by Mr. Brush. Motion approved by a 7-0 vote.

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

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

Mr. Jones provided an update on the recent Parks and Recreation Advisory Board meeting and the public participation discussing the need for pickleball courts. Mr. Jones informed Council that the Parks and Recreation Advisory Board recommended staff provide a cost analysis on the addition of pickleball courts.

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8084 FORM NO. 10148

Held March 23 20 15

Mr. Jones informed Council of the Historic Preservation Commission meeting to be held, March 25, 2015.

Mr. DiGenova informed Council that there will be a Shade Tree Commission meeting on March 24, 2015 to discuss the upcoming Arbor Day celebration and First Friday event to be held May 1, 2015.

Mr. DiGenova reviewed the Community Promotions Fund outline and requested any changes recommended by Council. A discussion was held on the criteria for defining economic impact and quality of life events. Council also recommended setting criteria to provide a diversity of program offerings in the city.

Mr. Brush informed Council that he will be traveling to New York City with Mr. Homan and Mr. Stelzer to have a meeting to discuss the potential of increasing the City of Delaware's bond rating.

Mr. Brush also informed Council that there is MORPC's Luncheon on April 1, 2015 that he will be unable to attend.

**ITEM 9: CONSIDERATION of a Liquor Permit Transfer**

- A. From DELSTEAK, LLC, DBA 1808 American Bistro & Patio, 29 E. Winter Street, First Floor and Basement, Delaware, OH 43015, to NOTLAD, LLC, DBA 1808 American Bistro & Patio, 29 E. Winter Street, First Floor and Basement, Delaware, OH 43015. Permit Classes: D1, D2, D3, D3A and D6

Chief Pijanowski reviewed the permit transfer and voiced no concerns.

**Motion:** Mr. Brush moved to approve the liquor permit classes D1, D2, D3, D3A, and D6 from DELSTEAK, LLC, DBA 1808 American Bistro & Patio, 29 E. Winter Street, First Floor and Basement, Delaware, OH 43015 to NOTLAD, LLC, DBA 1808 American Bistro & Patio, 29 E. Winter Street, First Floor and Basement, Delaware, OH 43015, seconded by Mr. DiGenova. Motion approved by a 7-0 vote.

**ITEM 9: PRESENTATION**

- A. ODOT US42 Access Management Study-Burton Planning Services, President/Owner Kimberly Burton, P.E.

Ms. Kimberly Burton, 252 Electric Avenue, Westerville, Ohio

Ms. Burton discussed the project background, goals, and purposes. Ms. Burton reviewed the study area and the scope of work. Mr. Homan voiced a concern that Fern Drive was not included in the study area.

**ITEM 10: ORDINANCE NO. 15-25** [Public Hearing and Second Reading]

AN ORDINANCE APPROVING A REZONING AMENDMENT FOR FIDELITY FEDERAL SAVINGS AND LOAN AND TURNING POINT FROM R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) TO R-4 PMU (MEDIUM DENSITY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) AT 500 NORTH LIBERTY ROAD (PARCELS 519-423-01-045-000, 519-423-01-046-001, AND 519-423-01-047-001) ON APPROXIMATELY 14.9 ACRES.

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held March 23 20 15

The Clerk read the ordinance for the second time.

Mr. Efland provided a presentation that included the zoning map and reviewed the comprehensive plan. Mr. Efland discussed plans and services that are expected to be provided by Turning Point.

APPLICANTS:

Mr. Michael Shade, P.O. Box 438, Delaware, Ohio, Representative of Fidelity Federal Savings

Ms. Paula Roller, P.O. Box 825 Marion, Ohio, Executive Director of Turning Point

Ms. Roller discussed the recent neighborhood meeting that was held with residents regarding the services and security measure to be provided by Turning Point.

PUBLIC PARTICIPATION:

Ms. Holly Quaine, 209 Shelbourne Forest Way, Delaware, Ohio, President of Delaware Chamber of Commerce

Ms. Quaine discussed the need for a domestic violence shelter in Delaware and the services that Turning Point can provide to the community.

Mr. Steve Hedge, 40 N. Sandusky Street, Delaware, Ohio, Executive Director of Delaware-Morrow Mental Health and Recovery Services Board

Mr. Hedge discussed the current contract that the Board has with Turning Point, and expressed the need for the services that are provided by Turning Point.

Motion: Mr. Brush moved to suspend the rules for Ordinance No. 15-25, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

Motion: Mr. Brush moved to adopt Ordinance No. 15-25, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 11: ORDINANCE NO. 15-26 [Public Hearing and Second Reading]

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR FIDELITY FEDERAL SAVINGS AND LOAN AND TURNING POINT TO ALLOW THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED AT 500 NORTH LIBERTY ROAD (PARCELS 519-423-01-045-000, 519-423-01-046-001, AND 519-423-01-047-001) ON APPROXIMATELY 14.9 ACRES ZONED R-4 (MEDIUM DENSITY RESIDENTIAL).

The Clerk read the ordinance for the second time.

APPLICANTS:

Mr. Michael Shade, P.O. Box 438, Delaware, Ohio, Representative of Fidelity Federal Savings

Ms. Paula Roller, P.O. Box 825 Marion, Ohio, Executive Director of Turning Point

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8084 FORM NO. 10148

Held March 23 20 15

PUBLIC PARTICIPATION:

Ms. Holly Quaine, 209 Shelbourne Forest Way, Delaware, Ohio, President of Delaware Chamber of Commerce

Mr. Steve Hedge, 40 N. Sandusky Street, Delaware, Ohio, Executive Director of Delaware-Morrow Mental Health and Recovery Services Board

**Motion:** Mr. Brush moved to suspend the rules for Ordinance No. 15-26, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

**Motion:** Mr. Brush moved to adopt Ordinance No. 15-26, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

**ITEM 12: ORDINANCE NO. 15-27** [Public Hearing and Second Reading]

AN ORDINANCE APPROVING AN AMENDMENT TO THE COMPREHENSIVE PLAN FOR FIDELITY FEDERAL SAVINGS AND LOAN AND TURNING POINT ON PROPERTY DESIGNATED AS INSTITUTIONAL AND HIGH DENSITY SINGLE FAMILY ON THE FUTURE LAND USE MAP TO MIXED USE AT 500 NORTH LIBERTY ROAD (PARCELS 519-423-01-045-000, 519-423-01-046-001, AND 519-423-01-047-001) ON APPROXIMATELY 14.9 ACRES ZONED R-4 PMU (MEDIUM DENSITY RESIDENTIAL WITH A PLANNED MIXED USE OVERLAY DISTRICT).

The Clerk read the ordinance for the second time.

APPLICANTS:

Mr. Michael Shade, P.O. Box 438, Delaware, Ohio, Representative of Fidelity Federal Savings

Ms. Paula Roller, P.O. Box 825 Marion, Ohio, Executive Director of Turning Point

PUBLIC PARTICIPATION:

Ms. Holly Quaine, 209 Shelbourne Forest Way, Delaware, Ohio, President of Delaware Chamber of Commerce

Mr. Steve Hedge, 40 N. Sandusky Street, Delaware, Ohio, Executive Director of Delaware-Morrow Mental Health and Recovery Services Board

**Motion:** Mr. Brush moved to suspend the rules for Ordinance No. 15-27, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

**Motion:** Mr. Brush moved to adopt Ordinance No. 15-27, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

**ITEM 13: ORDINANCE NO. 15-28** [Second Reading]

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR TURNING POINT IN SUB-AREA A AT 500 LIBERTY ROAD (PARCEL 519-423-01-045-000) ON APPROXIMATELY 7.73 ACRES ZONED R-4 PMU (MEDIUM DENSITY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT).

The Clerk read the ordinance for the second time.

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held March 23 20 15

**Motion:** Mr. Brush moved to suspend the rules for Ordinance No. 15-28, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

**Motion:** Mr. Brush moved to adopt Ordinance No. 15-28, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

**ITEM 14: ORDINANCE NO. 15-29** [Public Hearing and Second Reading]

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR WRD REAL ESTATE LLC TO ALLOW AN INDOOR SELF- STORAGE FACILITY AT 35 SOUTH FRANKLIN STREET ON APPROXIMATELY 0.50 ACRES ZONED B-3 (COMMUNITY BUSINESS DISTRICT).

The Clerk read the ordinance for the second time.

Mr. Efland provided a presentation of the building layout for the indoor self storage facility.

APPLICANT:

Mr. Mike Dickey, 38 South Franklin Street, Delaware, Ohio, Representative for WRD Real Estate

There was no public participation.

**Motion:** Mr. Brush moved to suspend the rules for Ordinance No. 15-29, seconded by Mr. Shafer. Motion approved by a 7-0 vote.

**Motion:** Mr. Brush moved to adopt Ordinance No. 15-29, seconded by Mr. Shafer. Motion approved by a 7-0 vote.

**ITEM 15: ORDINANCE NO. 15-31** [Public Hearing and Second Reading]

AN ORDINANCE APPROVING AN AMENDED CONDITIONAL USE PERMIT FOR BROWN JUG STORAGE TO ALLOW A STORAGE BUILDING EXPANSION (PHASE 3) ON APPROXIMATELY 1.48 ACRES ON PROPERTY ZONED B-3 (COMMUNITY BUSINESS DISTRICT) LOCATED AT 224 EAST WILLIAM STREET.

The Clerk read the ordinance for the second time.

Mr. Efland provided a presentation that reviewed Phase 1 and Phase 2. Mr. Efland reviewed the final phase, Phase 3, with the proposal for 8 outside storage units.

There was no public participation. The Applicant was not present.

**Motion:** Mr. DiGenova moved to suspend the rules for Ordinance No. 15-31, seconded by Mr. Brush. Motion approved by a 7-0 vote.

**Motion:** Mr. DiGenova moved to adopt Ordinance No. 15-31, seconded by Mr. Brush. Motion approved by a 7-0 vote.

**ITEM 16: ORDINANCE NO. 15-32** [Second Reading]  
AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER.

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8084 FORM NO. 10148

Held March 23 20 15

The Clerk read the ordinance for the second time.

Mr. Shulman informed Council that the changes to Section 5 were not reflected in the draft. Mrs. Keller discussed the public should have access to the changes in the employment agreement. Mr. Shulman stated that there have been no public request for the legislation, and will update the draft.

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

Mr. Homan discussed the retreat agenda for the Council Retreat that will be held Saturday, March 28, 2015. Mr. Homan discussed Mr. Hughes efforts to study promoting entrepreneurialism in the City of Delaware. Mr. Homan requested any additional topics for discussion.

**ITEM 18: COUNCIL COMMENTS**

Mr. Jones discussed concern over the drainage problem on Merrick Parkway. Mr. Ferrigno informed Mr. Jones that they were looking at potential solutions.

Mr. Shafer provided an update on a recent meeting that he participated in with the BIA, and the discussion on how to improve the working relationship with the City of Delaware.

Mr. DiGenova discussed the groundbreaking ceremony to take place at Dempsey Middle School.

Mayor Riggle discussed the County Commissioners meeting to take place May 4, 2015. Mayor Riggle stated that economic development and update on the EMS discussion will be part of the agenda.

Mayor Riggle informed council that she attended a meeting at the YMCA to discuss the need for a warming shelter to assist the homeless during inclement weather. Mayor Riggle stated that a follow up meeting will take place March 31, 2015 at 2:00 p.m.

**ITEM 19: ADJOURNMENT**

**Motion:** Mr. Brush moved to adjourn the meeting. The meeting adjourned at 8:11 p.m.

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

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

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8084 FORM NO. 10148

Held March 28 20 15

The Delaware City Council Retreat meeting of March 28, 2015 was called to order at 8:30 a.m., in Moeller Hall at Columbus State Community College, located at 5100 Cornerstone Drive, Delaware Ohio. The following members of Council were present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Joe DiGenova, At Large Kent Shafer, Vice Mayor George Hellinger and Mayor Carolyn Kay Riggle who presided. Absent from the meeting was Fourth Ward Andrew Brush.

Staff Present: Dean Stelzer, Finance Director, Dan Whited, Public Service Group Director, Darren Shulman, City Attorney, Sean Hughes, Economic Development Director, Bill Ferrigno, Public Works Director/City Engineer, Lee Yoakum, Community Affairs Coordinator, Jackie Walker, Assistant City Manager, and Tom Homan, City Manager.

**Motion:** Mr. Shafer moved to excuse Mr. Brush from the Delaware City Council Retreat meeting of March 28, 2015, seconded by Mr. Jones. Motion approved by a 6-0 vote.

**ITEM 2: REVIEW OF STRATEGIC PLAN AND DISCUSSION OF ADDITIONAL COUNCIL PRIORITIES**

Mr. Whited presented a power point presentation on the Strategic Plan, which discussed themes of refining city operations to provide a safe city, healthy economy, effective government, and a great community. Mr. Whited reviewed the mission statement and vision.

Discussion was held with Council regarding the Strategic Plan. Mr. Jones questioned the position of the City Attorney, and questioned if this position should report to the City Manager's office, City Council, and if the position needs to be an elective position. Mr. Homan discussed the last changes to the charter, and informed Council that these changes would need to be a change in the charter. Mr. Homan explained the process of doing a change to the charter.

Mr. Jones discussed the importance of sustainability in the prioritization of the City of Delaware. Mr. Jones discussed the need for a program designated to the increase and review of green construction, use of more pervious pavement, and incentives for citizens to increase their recycling efforts.

Mrs. Keller recommended that the City study other communities programs and efforts. Mr. Homan discussed the increase of marketing to education and increase awareness.

Mr. Jones presented information to Council that he recently met with a company to discuss bio fuel. The company would operate with an Uber type service to the City of Delaware and provide electric cars to provide the service. Mr. Jones stated the company would require two designated parking spots from the City of Delaware with electric charging stations. Vice-Mayor Hellinger felt this would benefit the City of Delaware and promote and increase Delaware's fuel consumption and efficiencies. Mr. Jones plans to have a presentation provided to Council on the topic at a later time.

Mrs. Keller discussed the need to set up a task force to assist with sustainability efforts for the City of Delaware. Mr. Whited discussed the

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS, 800-325-8094 FORM NO. 10148

Held March 28 20 15

need for a Sustainability Officer, and the possibility of expanding the job description of the Watershed Coordinator.

Mr. Stelzer discussed a possible pay decrease in the utility bill for the use of smaller trash cans to increase the use of recycling.

Mr. Jones discussed concerns that were presented to him by business owners on Lake Street, and that they do not feel that they are part of the downtown business district, and would like to be a part of the downtown improvements. Mr. Hughes provided information on the Façade Program.

Mayor Riggle discussed concerns over the conditions of the bricks in the downtown area sidewalks. Mr. Ferrigno discussed the awareness of the concern and the problem with the trees that are cause of the problems.

Mrs. Keller voiced a concern over the lack of available jobs within the City of Delaware and voiced a concern over how many of the citizens must leave the City of Delaware for their employment.

Mayor Riggle requested a break at 9:59 a.m. Mayor Riggle reconvened the meeting at 10:10 a.m.

**ITEM 3: COMMUNITY SURVEY/IDENTIFICATION OF ISSUES, MARTY SAPERSTEIN, SAPERSTEIN ASSOCIATES**

**PRESENTER:**

Mr. Marty Saperstein, Saperstein Associates

Mr. Saperstein discussed with Council his expertise is providing research and surveys to work with cities and communities on public opinions. Mr. Saperstein discussed how the surveys and the information that is provided help to facilitate the priority of decision making for city officials. Mr. Saperstein reviewed the process of interview and data processing, and how the firm with make a formal report with conclusion and recommendations from the research study.

Mr. Saperstein provided an overview of how they use the Board of Election for phone records and the changing use of cell phones as compared to landlines. Mr. Saperstein explained the projected sample size and how many calls will take to reach this quota. Mr. Yoakum discussed the need to increase community awareness on the survey.

Mr. Homan discussed the use of surveys to determine the citizen's priorities and perception on the condition of roads and the concept of sustainability. Mr. DiGenova discussed the need for the survey to have specific road improvement locations. Mr. Homan discussed the need for Council to formulate questions that they would like to be part of the survey.

Mrs. Keller voiced concern regarding the timing of the survey with the upcoming City Council election, and voiced concern that there will be a perception by the public that the survey is being conducted as a political platform.

Mayor Riggle requested a break for lunch at 11:45 a.m. Mayor Riggle reconvened the meeting at 12:00 p.m.

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held March 28

20 15

**ITEM 4: TAKEAWAYS FROM 2014 NATIONAL LEAGUE OF CITIES CONFERENCE**

This item was not discussed.

**ITEM 5: PRESENTATION OF DELAWARE ENTREPRENEURSHIP PLAN, GARY EVANS, AXCEL INNOVATION, LLC**

**PRESENTER:**

Mr. Gary Evans, President of Axcel Innovation, LLC

Mr. Evans provided a presentation on the Entrepreneurship Plan for the City of Delaware. Mr. Evans provided a background on entrepreneurship and the need for entrepreneurs in the community to assist with economic development opportunities. Mr. Evans discussed the need in the community and the benefits of both small and large corporations.

Mr. Evans discussed the benefit of providing a space for potential entrepreneurs to provide office area, equipment, and a training and mentoring program. Mr. Evans discussed how an entrepreneur may start small and as demand increases for their product or service, so will the increase for workers. Mr. Evans further discussed that most business headquarters will remain where it was founded.

Mr. Evans provided information on the mentoring program to assist with accessing entrepreneurs to local resources and remote resources. Mr. Evans discussed the need to provide access and connectivity, such as internet services, to potential entrepreneurs that are of lower income levels.

Mr. Hughes discussed the need for the Economic Development Plan to focus on these individuals, and the use of the Gazette building as a space to be designated as a downtown center to provide the mentoring and guidance to these individuals. Mr. Hughes discussed the role that the role that the Economic Development Department would take to assist these individuals.

Mr. Homan expressed the need to have the Economic Development staff work near the Planning Department and discussed the potential to refurbish the first floor of the gazette building to provide a location for these services.

Mr. Shafer recommended that it would be helpful to investigate how other communities are providing the program.

Vice-Mayor Hellinger excused himself from the meeting at 1:23 p.m.

**ITEM 6: DISCUSSION ON CITY-OWNED PROPERTY**

This item was not discussed.

**ITEM 7: ADJOURNMENT**

**Motion:** Mrs. Keller moved to adjourn the meeting, seconded by Mr. Jones. The meeting adjourned at 1:52 p.m.

# RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 1014B

Held March 28 2015

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

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

**SHADE TREE COMMISSION**  
**February 24, 2015**  
**MOTION SUMMARY**

ITEM 1. Roll Call

Chairman Carey called the meeting to order at 7:02 p.m.

Members Present: Michaela Dean, Tom Wolber, Tom Glissman, Paul Olen, Councilmember Joe DiGenova, and Vice-Chairwoman Susan Wright, Chairman Dave Carey.

Members Absent: Brenda Hendricks, Amanda Mowry, and Jim Buck.

Staff Present: Doug Richmond (City Arborist).

**Motion to Excuse:** Mr. Wolber motioned to excuse Ms. Hendricks, Ms. Mowry, and Mr. Buck, seconded by Vice-Chairwoman Wright. Motion approved by a 7-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY of Shade Tree Commission meeting of January 27, 2015 as recorded and transcribed.

**Motion:** Vice-Chairwoman Wright moved to approve the Motion Summary for the January 27, 2015 meeting, seconded by Councilmember DiGenova. Motion passed by a 6-0-1 (Glissman) vote.

ITEM 3. PUBLIC COMMENTS

ITEM 4. INTRODUCTION of New and Reappointed Members.

Chairman Carey informed the Commission that Mr. Buck and he were recently reappointed. Mr. Glissman was introduced as a new member.

ITEM 5. ELECTION of Chairperson

**Motion:** Vice-Chairwoman Wright motioned to nominate Mr. Carey as Chairperson of the Shade Tree Commission, seconded by Mr. Olen. There were no further nominations. Councilmember DiGenova motioned to close the nomination, seconded by Mr. Olen. Motion approved by a 7-0 vote.

ITEM 6. ELECTION of Vice-Chairperson

**Motion:** Councilmember DiGenova motioned to nominate Ms. Wright as Vice-Chairperson of the Shade Tree Commission, seconded by Mr. Olen. There were no further nominations. Chairman Carey motioned to close the nomination,

seconded by Ms. Dean. Motion approved by a 7-0 vote.

#### ITEM 7. DISCUSSION of Arbor Day Activities

Discussion held with the Commission over the role to celebrate Arbor Day at the First Friday, City of Delaware, event on May 1, 2015, and to hand out tree seedlings at the event.

Vice-Chairwoman Wright requested the requirements for Arbor Day by Tree City U.S.A. Mr. Richmond informed that it is required to plant a tree in observance of Arbor Day. Mr. Richmond discussed potential locations and did not feel that the downtown area would be an ideal location due to the limitations of available space. Discussion held on planting the tree at the YMCA, in which Mr. Richmond agreed would be an ideal location. Mr. Richmond also felt that this location would help to draw a crowd to the ceremony. Mr. Carey plans to contact the YMCA on a location. Mr. Carey recommended that the planting take place after 4:30 p.m. to allow for school age children to be present. Mr. DiGenova recommended that seedlings be available to pass out to the children that attend the ceremony. Mr. Carey reviewed the plans for the Arbor Day ceremony and proclamation that will take place on April 24, 2015, as well as, the May 1, 2015, First Friday event.

Further discussion was held on what information to hand out at the May 1, 2015 event. Mr. Wolber informed the Commission that he has been working on a pamphlet that will provide the history and mission of the Shade Tree Commission as well as current activities, and he hopes to present a sample of it at the next scheduled meeting.

Ms. Dean recommended that coloring pages be provided to children as an additional activity to increase awareness.

#### ITEM 8. DISCUSSION of Annual Shade Tree Commission Report

Vice-Chairwoman Wright informed the Commission that she will present a draft of the report at the next scheduled meeting. Mr. Wolber discussed the inclusion of a paragraph stating the benefits trees have to the community and the environment.

#### ITEM 9. DISCUSSION of Volunteer Pruning Program

Ms. Dean discussed the volunteer program ideas that were completed by Ms. Hendricks and herself. Ms. Dean discussed the program be separated into a Stewardship Program for the day to day maintenance and activities of the program, and a Community Events Program, which would be one-time events where anyone is encouraged to attend. Ms. Dean provided an outline of the requirements and duties for each program. The Clerk provided a copy of the

outline to each Commission member present. Ms. Dean stated that copies were emailed to each member on February 18, 2015.

Mr. DiGenova recommended that a small pilot program be formed, and let it expand as it progresses. Mr. Richmond agreed, and would like to move forward with the program.

Mr. Richmond discussed the need to allow for him to provide the training for pruning, and the need for participants to have an identification badge. Mr. Richmond recommended that participants of the Stewardship program agree to eight hours of volunteer work a month, and that they will be confined to a designated area that is approved by him.

Discussion held on the responsibilities of volunteers in the Stewardship program, and Mr. Richmond felt that the role would be courteous to homeowners, but to refer any questions or complaints to him. Mr. Richmond also discussed that the volunteers would be good resources to hand out pamphlets to homeowners.

Vice-Chairwoman Wright requested that Mr. Richmond provide a list of top priorities that the volunteers would be able to assist with. Mr. Richmond discussed the need to remove tree stakes, identify dead trees, watering, distribute notification of impending pruning, liaison with homeowners, and provide light pruning.

Mr. Richmond also discussed the need for safety training and personal protection equipment, such as, reflective vest and eye wear. Vice-Chairwoman Wright discussed if a liability form would be necessary. Mr. Richmond to discuss liability concerns with the City.

Discussion held on starting the pilot program, and to train them in June. Vice-Chairwoman Wright recommends a core group of six to ten individuals for the pilot program and to invite the Shade Tree members as well as the master gardeners in the City of Delaware. Vice-Chairwoman Wright informed the Commission that she will contact the master gardeners and provide them with information on the program.

Mr. Glissman discussed if younger students could be accessed to assist in handing out pamphlets.

#### ITEM 10. DISCUSSION of Watershed Festival

Mr. Olen discussed the success that they had in the previous year, and feels that the same information should be used as last year. Mr. Olen explained that this year the event will take place at Mingo Park, and will be outdoors weather permitting, or indoors in the case of inclement weather.

Mr. Olen discussed different activities to help engage children's interest. Mr. Wolber presented the idea of coloring pages as well as a scavenger hunt or game to identify different trees in the park. Ms. Dean recommended that to avoid damage to the trees have the children and their parents take pictures of the trees during the identification.

#### ITEM 11. ARBORIST REPORT

Mr. Richmond informed the Commission that there were no tree stumps removed in February 2015, and that twelve trees were pruned for street, sidewalk, and signage clearance. Mr. Richmond did inform the Commission that there were three service requests that were related to two dead trees and one due to damage from an accident. Mr. Richmond informed the Commission that the City of Delaware was approved for the 34<sup>th</sup> year as a Tree City U.S.A. member.

Mr. Wolber requested information on the salt placed on the street for snow and ice and if this could cause harm to the trees, especially newly planted trees. Mr. Richmond explained that different species of trees have a different tolerance to the salt, and that the trees selected by the roads have a moderate tolerance to withstand the salt.

#### ITEM 12. STAFF REPORT

Mr. Richmond provided information on the email that was sent out by Planning Director, Dave Efland, regarding Delaware City School's major improvement's projects, and the use of having a permanent preservation area designated. Mr. Richmond discussed that if the Commission has further questions, that he can notify Mr. Efland. Ordinance No 14-04 was provided to the Commission, and Mr. Olen voiced concern that the wording of the ordinance does not guarantee that this will not occur in the future. Mr. Wolber felt that it was necessary for Mr. Efland to discuss this issue with the Shade Tree Commission, and allow for the Commission to present their concerns to Mr. Efland. Mr. Richmond to notify Mr. Efland of the Shade Tree Commission concerns.

#### ITEM 13. MEMBER COMMENTS

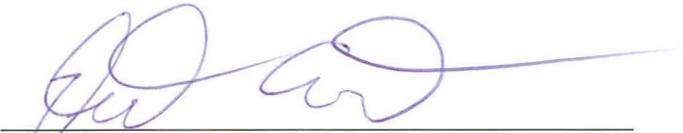
Ms. Dean stated plans to speak with the National Honor Society at Delaware Hayes High School regarding the next student representative for the Shade Tree Commission.

#### ITEM 14. PLAN REVIEWS

- A. Estates at Braumiller-Section 5 -Plans approved as submitted.
- B. EMS Station – Plans approved as submitted.

ITEM 15. ADJOURNMENT

**MOTION:** Vice-Chairwoman Wight made a motion to adjourn the meeting, seconded by Ms. Dean. The Shade Tree Commission meeting adjourned at 8:53 p.m.



Chairman Carey



Clerk

**HISTORIC PRESERVATION COMMISSION**  
**February 25, 2015**  
**MOTION SUMMARY**

ITEM 1. Roll Call

Chairman Koch called the meeting to order at 7:01 p.m.

Members Present: Joe Coleman, Kim McMullen, Sherry Riviera, Councilman Chris Jones, Vice-Chairman Hatten and Chairman Roger Koch

Members Absent: Erinn Nicley

Staff Present: Lance Schultz, Zoning Administrator and Dianne Guenther, Development Planner

ITEM 2. APPROVAL OF MOTION SUMMARY of the Historic Preservation Commission meeting held on January 28, 2015, as recorded and transcribed.

**MOTION:** Vice-Chairman Hatten moved to approve the motion summary of the Historic Preservation Commission meeting held on January 28, 2015, as recorded and transcribed, seconded by Ms. Riviera. Motion approved by a 4-0-2 (Coleman, McMullen) vote.

ITEM 3. REGULAR BUSINESS

A. HPC 2015-0022: A request by Staas Brewing Company for approval of a Certificate of Appropriateness for bistro-style lighting at 31 West Winter Street, which is currently zoned B-2 (Central Business) District and located in the Transitional Sub-District of the Downtown Historic District Overlay.

Ms. Guenther provided a description and location of the property, and reviewed the current zoning of the property. Ms. Guenther provided aerial photographs and past and current site photographs. Ms. Guenther provided a history of the property, identifying previous retail and social service businesses that occupied the property. Ms. Guenther reviewed the proposed improvements request for lighting, and explained to the Commission that the current standards do not address this specific exterior lighting request. Ms. Guenther explained that there are currently three other businesses in the area that are using the bistro-style lighting. Ms. Guenther reviewed the recommendations, including the requesting applicant to consider using small goose neck lighting or that the proposed lighting is temporary and only operational during specific periods of time. Mr. Schultz explained that there was no history of certificate of appropriateness for the approval of the bistro-style lighting for the current three buildings that are using them.

APPLICANT:

Mr. Donald Staas, 218 W. Fountain Avenue, Delaware, Ohio

Mrs. Elizabeth Staas, 218 W. Fountain Avenue, Delaware, Ohio

Discussion held with the applicants on their decision for the lighting. Mr. Staas discussed the use of the lighting to enhance the outside of the building. Mr. Staas stated that the lighting was not to increase the lighting for the patio, but to help draw attention to the building. Ms. Riviera voiced that she felt the lights would be charming and create an old fashion look. Mrs. Staas presented to the Commission a strand of the lights and explained that one LED light was comparable to a 7 watt incandescent light.

Vice-Chairman Hatten voiced concern that this request for lighting is outside of the current standards. Vice-Chairman Hatten discussed the need to rewrite the standards if the Commission grants the variance.

Mr. Coleman discussed allowing the lighting for patio area businesses only to limit the usage, and to follow staff recommendations that the lights are used only during specific seasons.

Mr. Jones voiced a concern that if the request is rejected then the other businesses that are using the lighting would need to have theirs removed. Mr. Jones voiced concerns that this would cause four businesses to be upset within the City of Delaware.

Mr. Staas discussed that the location of the property is surrounded by many businesses that are not open in the evening, and he feels the light will help draw potential customer's attention. Mr. and Mrs. Staas were agreeable to the use of the lighting during specific seasons, but would prefer to use the lighting year round, and only during their business hours. Mrs. Staas explained their preference for the bistro-style lighting due to economical concerns, as the goose neck lighting would be an additional expense and would require an electrician.

Mr. Jones voiced his concern over the standards that may frustrate business owners, and requested that Mr. Schultz provide information on the appeal process if the request is denied. Mr. Schultz did inform the applicants of the appeal process proceedings. Ms. Guenther provided information on the downtown façade improvement program.

Chairman Koch reviewed the purpose of the standards that were set for the downtown historic district. Further discussion was held on allowing the bistro-style lighting with a seasonal use condition. Mr. Staas felt that removing the lights for a three month period would not make a difference. Discussion was held on the bistro-style lighting and the visual look that it would create in the downtown area.

**Motion:** Councilman Jones moved to grant the variance to allow outdoor lights submitted by applicant to be approved for year round use.

Vice-Chairman Hatten requested that the motion be amended to reflect that the variance be permitted in conjunction with an approved permit for an outside patio and to be used only during business hours. Vice-Chairman Hatten discussed need to revise the standards to reflect this variance. Councilman Jones was in agreement to amend the motion.

**Motion:** Councilman Jones moved to grant the variance to allow outdoor lights submitted by the applicants to be approved for year round usage during business hours in conjunction with having an approved permit for an outside patio, seconded by Ms. McMullen. Motion approved by a 6-0 vote.

B. HPC 2015-0212: A request by Restoration Brew Worx for approval of a Certificate of Appropriateness for window replacement at 25 North Sandusky Street, which is currently zoned B-2 (Central Business) District and located in the downtown Core Sub-District of the Downtown Historic District Overlay.

Ms. Guenther provided a location map, zoning map of the Downtown Core of the Historic District. Ms. Guenther also provided aerial photographs and historic pictures of the property, as well as current site pictures. Ms. Guenther reviewed the proposed improvement request for bi-folding storefront windows that would open inward.

APPLICANT:

Mr. Rick Martine, 124 Minors Court, Delaware, Ohio

Mr. Martine informed the Commission members that he did not have any intent to use screens on the windows.

**Motion:** Ms. McMullen moved to approve 2015-0212, as submitted, seconded by Mr. Coleman. Motion approved by a 6-0 vote.

ITEM 4. COMMISSION MEMBER COMMENTS AND DISCUSSION

Chairman Koch discussed the usage of handmade signs in the windows of business owners. Mr. Schultz explained that staff is discussing the signs with the property owners.

Vice-Chairman Hatten requested information on the mirror tinting on windows of the gallery that is located on Winter Street.

Councilman Jones inquired if the Solar Saloon was in compliance with their

signage. Mr. Schultz informed the Commission that they currently were in compliance.

Mr. Schultz did provide to the Commission a revised Historic District Map that includes former Sheriff's residence, Commissioner's office, and County Courthouse properties.

#### ITEM 5. ELECTION OF OFFICERS

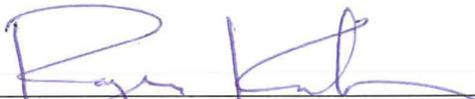
**Motion:** Mr. Coleman moved to elect Mr. Koch as Chairman of the Historic Preservation Commission, seconded by Vice-Chairman Hatten. There were no other recommendations presented. Motion approved by a 6-0 vote.

**Motion:** Mr. Coleman moved to elect Mr. Hatten as Vice-Chairman of the Historic Preservation Commission, seconded by Chairman Koch. There were no other recommendations presented. Motion approved by a 6-0 vote.

ITEM 6. NEXT REGULAR MEETING: March 25, 2015

#### ITEM 7. ADJOURNMENT

**Motion:** Mr. Coleman moved to adjourn the meeting, seconded by Vice-Chairman Hatten. The Historic Preservation Commission meeting adjourned at 8:36 p.m.



---

Roger Koch, Chairman



---

Elaine McCloskey, Clerk

**MOTION SUMMARY  
CIVIL SERVICE COMMISSION  
January 7, 2015**

**1. ROLL CALL**

Julie Williams called roll.

Members Present: Jack Hilborn, April Nelson and Michael Robinson  
Jack Hilborn called the meeting to order at 3:05 pm.

Staff Present: Civil Service Commission Secretary Julie Williams, City Attorney Darren Shulman, City Council Representative Lisa Keller, Human Resource Manager Jessica Feller, Fire Chief John Donahue

Also Present: Arriving at 3:15, Fire Captain Jim Oberle

**2. APPROVAL OF THE MOTION SUMMARIES OF THE REGULAR MEETINGS OF CIVIL SERVICE COMMISSION HELD NOVEMBER 5, 2014, AS RECORDED AND TRANSCRIBED.**

**MOTION:** On a motion made by April and seconded by Michael the approval of the motion summaries as presented was unanimously approved by a 3-0 vote.

**3. APPROVAL OF THE FIRE CAPTAIN PROMOTIONAL PROCESS.**

Additional minor grammatical changes were discussed and agreed upon.

**MOTION:** On a motion made by Michael and seconded by April the approval of the Fire Captain Promotional Process as amended was unanimously approved by a 3-0 vote.

**4. APPROVAL OF THE FIRE LIEUTENANT PROMOTIONAL PROCESS.**

Additional minor grammatical changes were discussed and agreed upon.

**MOTION:** On a motion made by April and seconded by Mike the approval of the Fire Lieutenant Promotional Process as amended was unanimously approved by a 3-0 vote.

**5. REMOVALS AND AMENDMENT OF THE FIREFIGHTER LIST.**

Three (3) firefighters were hired in December and two (2) firefighters are being removed. Five (5) firefighters are being moved into the top ten (10).

**MOTION:** On a motion made by Mike and seconded by April the approval of the removals and amendment of the firefighter list as presented was unanimously approved by a 3-0 vote.

**5. PUBLIC COMMENT**

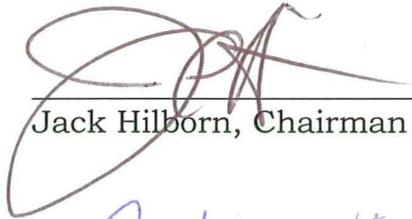
There was no public comment.

**6. COMMISSION MEMBERS COMMENT**

There were no additional comments by the Commission Members.

**7. MEETING ADJOURNMENT**

Chairman Hilborn adjourned the meeting at 3:30 p.m.



---

Jack Hilborn, Chairman



---

Julie Williams, Secretary

**PLANNING COMMISSION**  
**March 4, 2015**  
**MOTION SUMMARY**

ITEM 1. Roll Call

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

Members Present: George Mantzoros, Dean Prall, Jim Halter, Colleen Tucker-Buck, Vice-Chairman Stacy Simpson and Chairwoman Lisa Keller

Members Absent: Adam Lemke

Staff Present: Jennifer Stachler, Assistant City Engineer, Dave Efland, Planning and Community Development Director and Lance Schultz, Zoning Administrator

**Motion to Excuse:** Vice-Chairman Simpson moved to excuse Mr. Lemke, seconded by Mr. Halter. Motion approved by a 6-0 vote.

ITEM 2. Approval of the Motion Summary of the Planning Commission meeting held on February 4, 2015, as recorded and transcribed.

**Motion:** Mr. Halter moved to approve the Motion Summary for the February 4, 2015 meeting, seconded by Mrs. Tucker-Buck. Motion passed by a 6-0 vote.

ITEM 3. REGULAR BUSINESS

A. Fidelity Federal Savings and Loan and Turning Point

- (1) 2015-0201: A request by Fidelity Federal Savings and Loan and Turning Point for approval of a Rezoning Amendment from R-4 (Medium Density Residential District) to R-4 PMU (Medium Density Residential with a Planned Mixed Use Overlay District) at 500 North Liberty Street (parcels 519-423-01-045-000, 519-423-01-046-001 and 519-423-01-047-001) on approximately 14.9 acres.
- (2) 2015-0203: A request by Fidelity Federal Savings and Loan and Turning Point for approval of a Conditional Use Permit allowing the placement of PMU (Planned Mixed Use Overlay District) to be established at 500 North Liberty Street (parcels 519-423-01-045-000, 519-423-01-046-001 and 519-423-01-047-001) on approximately 14.9 acres zoned R-4 (Medium Density Residential District).
- (3) 2015-0204: A request by Turning Point for approval of a Preliminary and Final Development Plan in Sub-Area A at 500 North Liberty Street (parcel 519-423-01-045-000) on approximately 7.73 acres zoned R-4 PMU (Medium Density Residential District with a Planned Mixed Use Overlay District).
- (4) 2015-0206: A request by Fidelity Federal Savings and Loan and Turning

Point for approval of an Amendment to the Comprehensive Plan on property designated as Institutional and High Density Single Family on the future land use map to Mixed Use at 500 North Liberty Street (parcels 519-423-01-045-000, 519-423-01-046-001 and 519-423-01-047-001) on approximately 14.9 acres zoned R-4 PMU (Medium Density Residential District with a Planned Mixed Use Overlay District).

Mr. Schultz reviewed the comprehensive plan recommendations. Mr. Schultz presented aerial photographs and site photos, which distinguished sub-area A as the final development plan for Turning Point, and sub-area B, as Fidelity Federal with no identified site plan. Mr. Schultz reviewed the tree removal and replacement plan. Mr. Efland explained that there was a neighborhood meeting held March 3, 2015 to discuss the plans for Turning Point.

**APPLICANT:**

Mr. Michael Shade, P.O. Box 438, Delaware, Ohio, Representative for Fidelity Federal Savings and Loan

Mr. William Cornely, 810 Cambridge Court, Worthington, Ohio, Representative for Turning Point

Mr. Cornely provided a review of the neighborhood meeting that had approximately fifteen residents in attendance. Mr. Cornely explained many concerns voiced were related to safety. Mr. Williams explained that the facility will be staffed twenty-four hours a day for safety precautions.

**Motion:** Mr. Halter moved to approve 2015-0201, along with all staff recommendations, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

**Motion:** Mr. Halter moved to approve 2015-0203, along with all staff recommendations, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

**Motion:** Mr. Halter moved to approve 2015-0204, along with all staff recommendations, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

**Motion:** Mr. Halter moved to approve 2015-0206, along with all staff recommendations, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

B. 2015-0175: A request by WRD Real Estate, LLC for approval of a Conditional Use Permit for a Self-Storage Facility at 35 South Franklin Street on approximately 0.50 acres zoned B-3 (Community Business District).

Mr. Efland provided a presentation that included the location map, aerial photographs, and building layout.

APPLICANT:

Mr. Mike Dickey, 38 South Franklin Street, Delaware, Ohio, Representative for WRD Real Estate.

Mr. Dickey explained that the facility will have twenty-four hour access.

**Motion:** Vice-Chairman Simpson moved to approve 2015-0175, along with all staff recommendations, seconded by Ms. Tucker-Buck. Motion approved by a 6-0 vote.

- C. 2015-0177: A request by Buehler's Food Markets Inc. for approval of a Final Subdivision Plat at 800 West Central Avenue on approximately 16.59 acres zoned B-3 PUD (Community Business District with Planned Unit Development District).

Mr. Schultz provided a history of the site rezoning in 2013, and the approval for the Final Development Plan in 2014 for Panera. Mr. Schultz reviewed current zoning, and provided a presentation that included aerial photographs. Mr. Schultz reviewed the tree replacement plan, and the existing access to the site, which will remain the same.

APPLICANT:

Mr. George Wisener, 3381 Byers Road, Delaware, Ohio

**Motion:** Mr. Halter moved to approve 2015-0177, along with all staff recommendations, seconded by Vice-Chairman Simpson. Motion approved by a 6-0 vote.

- D. Brown Jug Storage

- (1) 2015-0208: A request by Brown Jug Storage for approval of an amended Conditional Use Permit to allow a storage building expansion (Phase 3) on approximately 1.48 acres on property zoned B-3 (Community Business District) located at 224 East William Street.
- (2) 2015-0209: A request by Brown Jug Storage for approval of a Development Plan Exemption to allow a storage building expansion (Phase 3) on approximately 1.48 acres on property zoned B-3 (Community Business District) located at 224 East William Street.

Mr. Efland provided a presentation that included a location map. Mr. Efland explained to the Commission that this is for Phase 3, and reviewed conditions that were met for Phase 1 and Phase 2. Mr. Efland provided in the presentation the zoning map, aerial photographs, and reviewed the easements and new utility line placements. Mr. Efland informed the Commission that Brown Jug Storage will present before the Board of Zoning Appeals for approval for a variance on March 11, 2015.

APPLICANT:

Mr. Jim Manos, 5973 Macewen Court, Dublin, Ohio

Mr. Manos discussed current landscaping and fencing on the site, and plans to build eight more storage units.

**Motion:** Vice-Chairman Simpson moved to approve 2015-0208, along with all staff recommendations, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

**Motion:** Vice-Chairman Simpson moved to approve 2015-0209, along with all staff recommendations, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

E. ODOT US 42 Access Management Study Presentation

Mr. Elvin Pinckney, 282 Electric Avenue, Westerville, Ohio, Noise and Air Specialist for Burton Planning Consultants

Mr. Pinckney provided information pertaining to a the survey that allows the public an opportunity to voice concerns on traffic. Mr. Pinckney to follow-up with Mr. Efland on any future development plans.

ITEM 4. PLANNING DIRECTOR'S REPORT

Mr. Schultz discussed potential upcoming projects including changes to Stockdale Farm's plan.

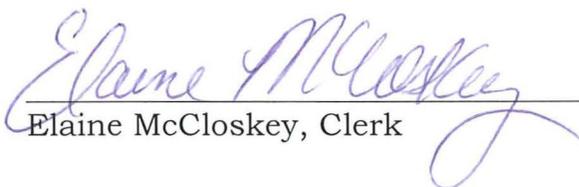
ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

ITEM 6. NEXT REGULAR MEETING: April 1, 2015

ITEM 7. ADJOURNMENT:

**Motion:** Chairman Keller moved for the March 4, 2015 Planning Commission meeting to adjourn. The meeting adjourned at 8:17 p.m.

  
\_\_\_\_\_  
Chairman Lisa Keller

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

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.: CONSENT ITEM F**

**DATE: 04/13/15**

**PUBLIC HEARING: NO**

**READING: FIRST**

**ORDINANCE NO.:**

**RESOLUTION NO.: 15-16**

**DESCRIPTION:**

A RESOLUTION CANCELLING THE SECOND REGULAR MEETING OF CITY COUNCIL MAY 25, 2015, DUE TO THE MEMORIAL DAY HOLIDAY.

**DEPARTMENT AFFECTED:**

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**

**FUND SOURCES:**

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:**

**RECOMMENDATION:**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**

**Approval**

**PRESENTER: Carolyn Kay Riggle, Mayor**

**R. Thomas Homan, City Manager**

**SUMMARY OF ITEM:**

**ATTACHMENTS:**

**COUNCIL NOTES:**



8. PRESENTATIONS

- B. Ironman 70.3, Steve Meckfessel, Managing Director Global Race Directions Work Triathlon Corp.

As Council is aware, for the past several months, the city has been in conversations with Steve Meckfessel of the World Triathlon Corporation (Ironman) to host a half Ironman (70.3 series) in 2016. Steve will be at the Council meeting Monday to provide an overview of the event and what's required of a host community. In addition to Monday's presentation, Steve will be meeting on Monday and Tuesday with OWU officials, and community leaders as well as potential sponsors.

# **Delaware Shade Tree Commission**

## **2014 Annual Report to City Council**

The Delaware Shade Tree Commission, established by City Council in 1977, is mandated to ‘investigate...advise, report, and recommend’ actions to plant, preserve, and care for trees and shrubs in public areas. The commission undertakes its responsibility through the efforts of the volunteer commission members, other volunteers, and city staff.

The Commission believes that Delaware’s urban forest is a worthwhile city investment, as the benefits, both real and aesthetic, are substantial. It is estimated the value of Delaware’s urban forest to be ~\$14 million, with more than \$700,000 in annual benefits to residents through ecosystem services such as storm water remediation and decreased cooling and heating costs. Shade Tree Commission lauds council for its continued support.

The following are highlights of the 2014 activities of Delaware’s Shade Tree Commission:

1. A record 605 trees were planted in the fall of 2014 by city crews or contractors. This extraordinary effort was made possible through additional funding in the city’s street tree budget. These new trees go a long way toward replacing the approximate 1300 ash trees lost to the emerald ash borer (EAB) since 2004. Most of the planting occurred in Delaware’s newer neighborhoods, as those were hardest hit by ash losses. About 29 different species/varieties were planted, a reflection of our desire to diversify our urban forest (list of species planted available upon request). New trees were a smaller caliper than those planted in the past and all new plantings occurred in the fall. Both of these techniques are hoped to improve survival of these new trees. Fifteen of trees were planted as part of the city’s cost share program where residents provide half of the estimated cost for the tree and planting.
2. The Commission completed 30 formal or informal reviews (and approvals, where appropriate) of landscape planting plans in new residential and commercial developments around the city. The Commission continues to draw from the approved street tree list in making recommendations for street tree planting in new residential developments. These recommendations call for clusters of about six to eight trees (three or four on each side of the street) of one species, followed by a similar cluster of a different species, while maintaining a desired visual continuity.
3. In 2014, City Arborist Doug Richmond and his crew pruned 763 trees, either for sidewalk or signage clearance, or due to a citizen request. City staff also removed 79 dead, dying, or dangerous trees in the city.
4. The Commission redirected its outreach efforts in 2014, participating in the May First Friday event in downtown Delaware and the first annual Northern Olentangy Watershed Festival at Mingo Park in June. At the First Friday event, members provided information on the city’s street

tree program, and gave away about 250 white pine seedlings. At the Watershed Festival, Commission members presented information about trees and their role in keeping the watershed healthy. The pine seedlings for the First Friday event were provided by the Delaware Soil and Water Conservation District.

5. The Commission had numerous discussions about initiating a “Trees Stewardship Program” (formerly referred to as the “Volunteer Tree Pruning Program”) for the city. Plans are congealing to kick off this program in the summer of 2015 under the leadership of Doug Richmond with support from Commission members. Likewise, the Commission continues to discuss and research solutions to the problem of sidewalk heaving due to tree roots. STC looks forward to partnering with the city to develop feasible solutions for Delaware.
6. The Shade Tree Commission benefits greatly from being a part of a network of urban tree stewards. Numerous opportunities are available for workshops, conferences, and other learning opportunities in the central Ohio area, and throughout the state. This includes attendance at the annual Tree City USA chapter conference.
7. The Commission revisited the city’s Memorandum of Understanding (MOU) with AEP regarding the procedures involved in trimming or removing trees that interfere with power lines. In an effort to improve communication, Doug Richmond and AEP’s Steve Lajeunesse now meet at least monthly to discuss tree pruning planned by AEP and its contractor Asplundh.
8. Arbor Day was celebrated on the last Friday of April with the planting of a tree along the bike path adjacent to Henry Street. The Arbor Day tree was donated by The Arbors nursing home.
9. For the 33<sup>rd</sup> consecutive year, the city was awarded the recognition as “Tree City USA”. The Shade Tree Commission also was honored with a “Hometown Hero” award from the Delaware Chapter of Modern Woodmen organization. The chapter donated \$100 to People in Need in honor of the Shade Tree Commission and each STC member received a \$5 Tim Horton’s gift card.

Respectfully submitted

Shade Tree Commission

April 2015

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.: 9**

**DATE: 4/13/15**

**PUBLIC HEARING: NO**

**READING: THIRD**

**ORDINANCE NO.: 15-32**

**RESOLUTION NO.:**

**DESCRIPTION: AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER.**

**DEPARTMENT AFFECTED:**

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**

**FUND SOURCES:**

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:**

**RECOMMENDATION:**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**

**PRESENTER: Darren Shulman, City Attorney**

**SUMMARY OF ITEM:**

**ATTACHMENTS:  
draft agreement**

**COUNCIL NOTES:**



## EMPLOYMENT AGREEMENT

The Council of the City of Delaware, Ohio, hereinafter referred to as "City" or "City Council" has offered the position of City Manager to R. Thomas Homan, and Mr. Homan, hereinafter referred to as "Manager" or "Mr. Homan" has accepted the offer of employment under the following terms agreeable to both parties.

1. Beginning with the date of employment, the City will compensated Mr. Homan as City Manager of Delaware and Mr. Homan will execute all the duties and responsibilities of City Manager set forth in the Delaware City Charter, Code of Ordinances and requirements of the City Council.
2. The Manager's salary will be at the hourly rate of \$~~63.04~~64.93 effective February 2, 2015~~4~~. This represents an cost-of-living-adjustment-increase of approximately 32% over the 2014~~3~~ salary.
3. The Council and Mr. Homan will establish annual performance goals and objectives. Any pay increases during Mr. Homan's tenure with the City will be based upon performance evaluations. Evaluations are anticipated every six months following Mr. Homan's date of employment. One six-month evaluation may be primarily for discussion of the City Manager's past performance and performance planning, while the alternate evaluation may be concerned primarily with matters of compensation for the City Manager. The method of evaluation will be formulated by the Council and Mr. Homan and conducted by the Council.
4. Mr. Homan will serve as City Manager at the will of the City Council and nothing herein will be taken to suggest or imply guaranteed tenure.
5. In the event the City terminates the services of Mr. Homan or requests his resignation at any time without cause, the City will pay to Mr. Homan a lump sum severance payment equal to ninety (90) days base salary and benefits, payable not later than the next regular pay date. No such lump sum severance payment will be paid upon a termination for cause. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance benefits will be paid to Mr. Homan at the same time, calculated at the rate of pay or benefit in effect upon notice of termination. The Manager will provide the City not less than 30 days written notice of his intent to resign his position wholly voluntarily, whereupon the Manager understands that he will not receive the lump sum severance payment equal to ninety (90) days base salary and benefits described above. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance

benefits will be paid to the date of termination and calculated at the rate of pay or benefit in effect upon notice of termination.

6. The Manager will remain a resident of the City during employment.
7. The City will pay to the Manager an automobile allowance of \$600.00 per month for the use of the Manager's personal vehicle for City business, without requiring mileage records or expense receipts. In the event the City Manager uses a city vehicle for travel, the automobile allowance for the following month will be prorated based on the number of days a city vehicle is used. It is the City Manager's responsibility to track this information. The allowance will be paid on the same schedule as payroll for other City employees. Mileage may be reimbursed to the Manager for travel on behalf of the City beyond a 100-mile radius of Delaware. The City manager may elect to convert the automobile allowance into the base pay in a cost neutral manner.
8. The City will pay the expense of a mobile telephone for the Manager.
9. The City will provide the Manager paid coverage for health, dental and prescription benefits in terms and amounts provided other employees of the City generally, effective upon the first day of the month following his date of employment.
10. The City will provide the Manager paid annual vacation earned at the rate of 25 working days per year. Any use of vacation leave credits by the Manager will be following written notice to the Council. The City will pay for all accrued and unused vacation days to Mr. Homan upon separation from the City employment, for any reason, at his then current rate of pay.
11. The Manager will be permitted to engage in occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services, provided that, in no case, is any activity permitted which would present a conflict of interest with the City of Delaware. In the event that over night travel is required for such non-City business, the City Council will be notified in advance.
12. The City will provide Mr. Homan four (4) personal days per anniversary year for personal business, credited at the beginning of each subsequent year. Upon termination from the City for any reason, accrued personal days will not be compensated.
13. The City will provide Mr. Homan paid sick leave in the amounts earned at a rate of 4.6 hours for each completed 80 hours of service. The City will pay for one-half the value of unused sick leave to Mr. Homan upon

separation from the City employment for any reason, at his then current rate of pay.

14. The City will provide fully paid coverage for Mr. Homan of workers compensation and unemployment compensation insurance from his first date of employment.
15. The City will afford Mr. Homan paid funeral leave in the amounts provided for all other City employees generally, upon his attendance at the funeral or memorial observance of any member of his family in the first degree of sanguinity, and of his spouse and parents-in-law.
16. The City will provide Mr. Homan group life insurance from his date of employment in the amount of \$125,000 with double indemnity for accidental death or dismemberment.
17. The City will pay Mr. Homan the monthly amount of \$131.67 toward the premium expense for long term disability insurance.
18. The City will provide Mr. Homan paid holiday leave on the same annual schedule as that provided for other City employees generally.
19. The City will pay the expense of Mr. Homan's membership in ICMA and OCMA and for his attendance at national and state conferences, within an amount budgeted each year.
20. The City will anticipate a recommendation from Mr. Homan for inclusion in each annual budget amounts to be used at Mr. Homan's discretion for:
  - a. Educational courses, conferences and workshops directly related to Mr. Homan's work as City Manager, including expenses directly related to his attendance at such educational programs.
  - b. Membership dues and subscriptions for Mr. Homan's involvement in professional organizations that are directly in the interest of the City and Mr. Homan's performance on behalf of the City.
  - c. Routine business expenses of the City Manager directly related to his performance of official duties. The City Manager's membership in Rotary requires him to purchase lunches at meetings, and his salary has been increased (already reflected in wages) to reflect that expense.
21. ~~The City will pay the City's and Mr. Homan's share of the premium in the defined benefit retirement program of the Public Employees Retirement System, according to all the rules of PERS and the City's participation applying to all administrative employees.~~ Effective December 21, 2011,

the City increased Mr. Homan's base salary by 7.3% to reflect the fact that the City no longer pays the City Manager's share of the PERS premium.

22. ~~On the pay period that includes February 2, 2014, the City will contribute the sum of 5.5% of Mr. Homan's base salary earned during the prior year (February 2, 2013 to February 2, 2014) to the ICMA-RC investment program.~~ On the pay period that includes February 2, 2015, the City will contribute the sum of 5.5% of the base salary earned from February 2, 2014 to February 2, 2015. On the pay period that includes February 2, 2016, the City will contribute the sum of 5.5% of Mr. Homan's base salary earned during the prior year (February 2, 2015 to February 2, 2016) to the ICMA-RC investment program. In the event the City Manager separates from service before the year is complete, this contribution will be prorated to reflect the period of employment of the City Manager and made upon separation.
23. The City will indemnify and hold harmless Mr. Homan from liability for any claims, demands or judgments arising out of an act or omission occurring in the lawful performance of his duties as City Manager. The City will pay the cost of any fidelity or other bonds required of Mr. Homan by the City Charter, City Ordinances or Ohio statutes.
24. All other provisions of City ordinances, regulations or rules relating to personnel matters of non-union employees of the City and terms of the Management Pay Plan, not contrary to the terms listed in this memorandum or to the City Charter, will also apply to Mr. Homan during his employment as City Manager.
25. Mr. Homan's initial date of employment is February 2, 1999.
26. Any portion of this memorandum in conflict with the City Charter or any State, or Federal law, will be considered null and void. The remaining provisions of this agreement will remain in full force and effect. The law of the State of Ohio will govern the interpretation of this agreement.
27. The City and Mr. Homan agree that this Agreement accurately reflects the terms of employment for the City Manager position offered by the City and accepted by Mr. Homan.
28. Unless otherwise stated, the terms of this Agreement shall be retroactive to February 2, 201~~53~~.

The parties have evidenced their agreement by affixing their signatures below this \_\_\_\_\_ day of June, 201~~53~~.

Council of the City of Delaware, Ohio

City Manager

---

Carolyn Kay Riggle, Mayor

---

R. Thomas Homan

Approved as to form:

---

Darren Shulman  
City Attorney

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.: 10**

**DATE: 4/13/15**

**PUBLIC HEARING: NO**

**READING: FIRST**

**ORDINANCE NO.:**

**RESOLUTION NO.: 15-17**

**DESCRIPTION: A RESOLUTION MEMORIALIZING THE CITY'S PROPOSED INCENTIVE PACKAGE FOR INNO-PAK LLC.**

**DEPARTMENT AFFECTED:**  
Economic Development Department  
Finance

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**

**FUND SOURCES:**

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:**  
Tax Incentive Negotiating Comm

**RECOMMENDATION:**  
Approval

**VOTE:**

**MEETING DATE: 3/18/15**

**STAFF RECOMMENDATION:**  
Approval

**PRESENTER: Sean Hughes, Economic Development Director**

**SUMMARY OF ITEM:**

Staff is requesting City Council's approval for a resolution memorializing the city's proposed incentive package for Inno-Pak LLC's proposed retention and expansion project. With the project, if the company accepts the City's proposed package, the company would make a \$4 million investment in a 100,000 sq. ft. expansion to its existing facility at 1932 Pittsburgh Dr. With this expansion, Inno-Pak would be consolidating part of its Houston operations to the Delaware facility for a retention of 24 existing jobs with a payroll of \$2,050,000 and the addition of 30 jobs with a payroll of \$1,328,465.

Todd Sill of Inno-Pak LLC, requested and negotiated the following incentives to keep and grow his company in the city of Delaware:

**Community Reinvestment Area (CRA) Tax Abatement**

**100% tax abatement on property improvements**

**15 year term**

**Estimated \$1,111,128 value**

**30% School Pilot Payment Agreement with Delaware City Schools and Delaware Area Career Center for \$18,400 per year for 15 years for a total of \$276,000 in pilot payments**

**Estimated Net Value after Deducting School Pilot Payments = \$835,128**

**Economic Incentive Grant**

**Utilizing our Economic Incentive Grant Program, the City of Delaware will pay 50% up to \$9,200 of your annual school pilot payments to Delaware City Schools and Delaware Area Career Center for the 15 years of your CRA abatement.**

**Estimated \$138,000 value**

**Estimated Total Net Value of Incentives = \$973,128**

**This package was developed to compete with incentive packages from Marion, Ohio and the State of Kentucky.**

**ATTACHMENTS:**

**Inno-Pak LLC Incentives Letter of Intent**

**COUNCIL NOTES:**

RESOLUTION NO. 15-17

A RESOLUTION MEMORIALIZING THE CITY'S PROPOSED INCENTIVE PACKAGE FOR INNO-PAK LLC.

WHEREAS, the City of Delaware has long been committed to attracting and retaining businesses to promote a healthy economy; and

WHEREAS, Inno-Pak is seeking to increase its investment and number of jobs in the City; and

WHEREAS, the City desires to provide Inno-Pak with certainty as to what incentives it intends to offer.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DELAWARE, OHIO THAT:

SECTION 1. Inno-Pak will commit to the following:

- A) Creating 30 new full-time jobs with an additional \$1,328,465 in new payroll within three years of the completion of the project;
- B) Retention of 24 existing employees in the City with an existing payroll of \$2,050,000; and
- C) The investment of \$4,000,000 in a 100,000 square foot building expansion

SECTION 2. Provided the commitments in Section 1 are made, the City will pass an incentives package containing the following:

- A) Community Reinvestment Area (CRA) Tax Abatement: 100% tax abatement on property improvements for 15 years with a 30% School Pilot Payment Agreement (\$18,400 per year for 15 years). The estimated value of this incentive, after deducting the school pilot payments is \$835,128.
- B) Economic Incentive Grant: The City will pay 50% (up to \$9,200) of the annual school pilot payments. The Estimated value of this incentive is \$138,000.

SECTION 3. That this resolution shall take effect and be in force immediately after passage.

PASSED: \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
MAYOR



March 18, 2015

Todd Sill, President  
Inno-Pak LLC  
1932 Pittsburgh Dr.  
Delaware, Ohio 43015

RE: Inno-Pak LLC Incentives Letter of Intent

Dear Todd:

The City of Delaware appreciates the opportunity to evaluate Inno-Pak's change in its expansion plans and extend a revised letter of intent. The incentive package offer below is a continued community investment in your company's expansion and success.

Inno-Pak's proposed increased investment level, number of jobs and payroll allow the City to improve upon our original incentives offer. Based on your new commitments of the creation of 30 new full-time jobs with an additional \$1,328,465 in new payroll within 3 years of the completion of your project; the retention of 24 existing employees in the City of Delaware with an existing payroll of \$2,050,000; and, the investment of \$4,000,000 in a 100,000 sq. ft. building expansion, we are offering your company the following incentives, contingent upon City Council passage.

**Incentives:**

Community Reinvestment Area (CRA) Tax Abatement

100% tax abatement on property improvements  
15 year term

Estimated \$1,111,128 value

30% School Pilot Payment Agreement with Delaware City Schools and Delaware Area Career Center for \$18,400 per year for 15 years for a total of \$276,000 in pilot payments

Estimated Net Value after Deducting School Pilot Payments = \$835,128

Economic Incentive Grant

Utilizing our Economic Incentive Grant Program, the City of Delaware will pay 50% up to \$9,200 of your annual school pilot payments to Delaware City Schools and Delaware Area Career Center for the 15 years of your CRA abatement.

Estimated \$138,000 value

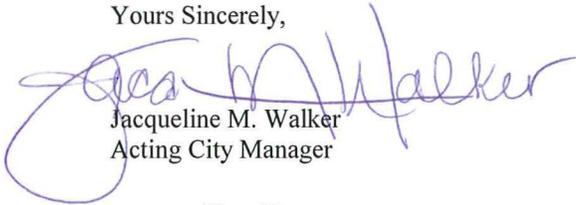
**Estimated Total Net Value of Incentives = \$973,128**

The Economic Incentive Grant yields an estimated \$45,106 in greater savings to Inno-Pak than the requested Enterprise Zone 5 year/50% extension with 30% school pilot payments on the existing building. It is hoped this increased savings will also mitigate a majority of the costs to purchase additional land for the proposed expansion.



We look forward to working with you and are excited about the opportunity to assist you in growing your company in the City of Delaware. Please contact Sean Hughes, our Economic Development Director, with questions or for more information at 740-203-1016 or [shughes@delawareohio.net](mailto:shughes@delawareohio.net).

Yours Sincerely,



Jacqueline M. Walker  
Acting City Manager

xc: Tom Homan  
City Council  
Dean Stelzer, Finance Director  
George Kaitsa, Delaware County Auditor  
Jenna Jackson, Delaware County Economic Development Director  
Paul Craft, Superintendent at Delaware City School District  
Melissa Lee, Treasurer/CFO at Delaware City School District  
Mary Beth Freeman, Superintendent at Delaware Area Career Center

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.: 11**

**DATE: 4/13/15**

**PUBLIC HEARING: NO**

**READING: FIRST**

**ORDINANCE NO.:**

**RESOLUTION NO.: 15-18**

**DESCRIPTION:** A RESOLUTION ADOPTING A PROCESS FOR AWARDING COMMUNITY PROMOTIONS FUND GRANTS.

**DEPARTMENT AFFECTED:**

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**

**FUND SOURCES:**

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:**

**RECOMMENDATION:**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**

**PRESENTER:** Jackie Walker, Assistant City Manager  
Darren Shulman, City Attorney

**SUMMARY OF ITEM:**

The City of Delaware is often approached by non-profit groups with funding requests. As these requests have increased over time, the City has worked to identify sources of funding for these requests as well as a process for evaluating the requests. During the budget process the hotel bed tax was identified as the funding source. This resolution establishes a process for evaluating requests for funding for the 2016 budget. In the 2015 budget, money was set aside to potentially fund a request from the Symphony. When this resolution is passed, the Symphony will be provided the opportunity to submit its request for 2015. This will give staff the opportunity to evaluate the process before rolling it out for 2016.

This draft reflects changes suggested by City Council at the March 23 meeting.

**ATTACHMENTS:**

**Community Promotions Fund Process**  
**Community Promotions Fund Application**

**COUNCIL NOTES:**



### Community Promotions Grant Fund Process

- 1) By June 1 of each year, the City will advertise on the City's website and other available social media that applications are available on the City's website for any interested organization.
- 2) All applications and attachments are due back to City Hall no later than the close of business of August 1 of each year. Only electronic submissions will be considered.
- 3) A staff review committee consisting of the City Council Sub-Committee, Community Affairs Officer, Planning and Community Development Director, Economic Development Director and Assistant City Manager (or a replacement staff member if one of those positions is unavailable) will review and score all eligible applications based on the following criteria:
  - a) Promotion of the City of Delaware 25pts.
  - b) Impact on the quality of life in the City of Delaware 25pts.
  - c) Number of people served by the project/ program 25pts.
  - d) Economic impact on the City 25pts.
  - e) Uniqueness of event/unmet need filled by event 25pts.
  - f) Ability to leverage funding/other funding sources 10pts.
  - g) One time funding request for project/program\* 10pts.
- 4) Based on the scores, a recommendation from the review committee will be provided to City Council at the first City Council meeting in September each year for their final decision on funding. The decision by council will then be incorporated into the proposed budget. While the anticipation is that the awards will be included in the annual budget, applicants should not rely on the funding being awarded until the final budget is passed.
- 5) Once the annual budget is passed, all applicants will be notified of their status.

\*See note under Project/ Program Information section of Application for clarification

# Community Promotions Grant Application

## City of Delaware

The goal of the Community Grant by the City of Delaware is to financially assist through non-profit organizations that have direct and positive impact the City of Delaware community. Specifically, these organizations intended to benefit from this grant are those that promote the City of Delaware and improving the quality of life in the City. These grants are awarded to a specifically identified program or project and not for operational needs. All requests must be submitted electronically and final format. Only timely and complete applications including **all** documentation will be considered for funding. Funding for the grants will be through the bed taxes collected and not through general income taxes.

### **GENERAL INFORMATION**

Organization Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal Tax ID#: \_\_\_\_\_  
Non-Profit Status (Attach Proof of Status): \_\_\_\_\_

### **PROJECT/ PROGRAM INFORMATION**

Name of the Project or Program: \_\_\_\_\_  
Describe how the project/program promotes the City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How will this project or program directly or indirectly improve the quality of life in the City of Delaware? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many citizens will be directly served by this Project or Program: \_\_\_\_\_

Describe the economic impact of the project/program on the City: \_\_\_\_\_

---

---

---

---

How many citizens are directly served annually by your organization: \_\_\_\_\_

Is this a one-time funding request for this Project or program or will City funds be requested in future years? \_\_\_\_\_

*Note:* Applicants can submit requests annually. However, one goal of the City is to provide funds that will be used to help create self-sustaining projects or programs. As a result, the City awards additional points for one time funding requests.

Total amount of funds requested through the Community Promotions Fund: \_\_\_\_\_

How will the funds be used?

---

---

---

---

How will it impact the project or program if it is partially funded through this source?

---

---

---

---

Do you intend to leverage any funds received through this grant to raise additional funds?

If yes, please explain. \_\_\_\_\_

---

---

---

---

**REQUIRED ATTACHMENTS**

Attach a list of all of your public and private funding sources for this organization.

Attach a list of your organization's current and forecasted projects and programs

**Please Note:** Funding requests will be evaluated based on the criteria established in the process (attached). **It is understood that all grant recipients are to provide a written report describing how the funds were used to include a summary evaluating the success of the program. Failure to responsibly provide this information will make any future applications ineligible for consideration.**

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Submit all questions to Jacqueline M. Walker, Assistant City Manager via email to [jwalker@delawareohio.net](mailto:jwalker@delawareohio.net).

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.: 12**

**DATE: 4/13/15**

**PUBLIC HEARING: YES**  
**April 27, 2015 at 7:30 p.m.**

**READING: FIRST**

**ORDINANCE NO.: 15-33**

**RESOLUTION NO.:**

**DESCRIPTION:** AN ORDINANCE REVISING SECTIONS OF THE DELAWARE CODIFIED ORDINANCES RELATING TO PARKING AND TRAFFIC OFFENSES.

**DEPARTMENT AFFECTED:**

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**

**FUND SOURCES:**

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:**

**RECOMMENDATION:**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**  
**Approval after public hearing**

**PRESENTER: Bruce Pijanowski, Police Chief**  
**Darren Shulman, City Attorney**

**SUMMARY OF ITEM:**

This ordinance represents the first time the parking enforcement ordinance is being updated since 1991. The legislation reflects recommendations from a downtown parking committee convened by Councilman Shafer. Essentially, it reduces the cost of some parking permits and increases the penalties for violating the ordinance. As an additional enforcement measure, this ordinance also adds the ability to apply a boot to vehicles in certain circumstances. In addition, this ordinance cleans up the code pertaining to stop signs by mirroring a change previously made to the code involving red lights.

**ATTACHMENTS:**

**Parking Survey Memo**  
**Parking Survey**

**COUNCIL NOTES:**

ORDINANCE NO. 15-33

AN ORDINANCE REVISING SECTIONS OF THE DELAWARE CODIFIED ORDINANCES RELATING TO PARKING AND TRAFFIC OFFENSES.

WHEREAS, the parking enforcement ordinance has not been revised since 1991, and

WHEREAS, a downtown parking committee has met and provided recommendations to improve access and turnover to parking for people visiting the downtown, and

WHEREAS, Council wishes to make a change to the red light ordinance similar to a clarification previously passed clarifying the stop sign ordinance, and

NOW THEREFORE, Be It Ordained by the Council of the City of Delaware, State of Ohio:

SECTION 1. The Fee Schedule contained in TITLE ELEVEN, Part One – Administrative Code is amended as follows:

**197.02 FEE SCHEDULE**

353.06	Parking Permits	<del>Cost of meter for 8 hours per billable day.</del> \$25 a month except for the East William Street Metered Lot (Lot #4), which is \$20 a month.
<del>353.09</del> 351.99	Parking Tickets	<del>\$3.00</del> 7.00 over time if paid by midnight (meter) <del>\$10</del> 5 over time if not paid by midnight <del>\$40</del> 10 over limit (2 hour parking) <del>\$2</del> 15 parking in prohibited spot <u>If the vehicle has accumulated three tickets (over time, over limit, prohibited spot) in 30 days or five or more tickets in 60 days, the ticket fee may be doubled.</u> <del>\$20</del> 10 late fee for tickets over 30 days old. \$5 billing fee
	<u>Boot Removal</u>	<u>Payment of all unpaid tickets plus \$100 fee.</u>

SECTION 2. Section 353.09 is hereby amended as follows:

353.09. - Enforcement; violation notice; **PARKING FEES**, waiver.

(a) It shall be the duty of a police officer, ~~or a~~ Parking Control Officer, **SUPPORT SERVICES AID, OR COMMUNITY SERVICES OFFICER** to report:

- (1) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been in violation of any of the provisions of this chapter;
- (2) The state license number of such vehicle;
- (3) The time during which such vehicle is parked in violation of any of the provisions of this chapter; and
- (4) Any other facts ~~a knowledge of which is~~ necessary to **DESCRIBE THE CIRCUMSTANCES OF THE VIOLATION** ~~a thorough understanding of the circumstances attending such violation.~~

(b) Each of such officers shall affix to such vehicle a notice to the owner or operator thereof that the vehicle has been parked in an illegal manner and in violation of the provisions of this chapter, and instructing such owner or operator in regard to the penalties and methods of satisfying them.

(c) **PARKING TICKETS SHALL BE ASSESSED ACCORDING TO THE FEE SCHEDULE CONTAINED IN 197.02 OF THE CODIFIED ORDINANCES. IF THE VEHICLE HAS ACCUMULATED THREE OR MORE TICKETS (OVER TIME, OVER LIMIT, PROHIBITED SPOT) IN THIRTY DAYS OR FIVE OR MORE TICKETS IN 60 DAYS, THE TICKET FEE MAY BE DOUBLED.**

~~Effective on or before October 1, 1987, Each such owner or operator referred to above may plead guilty and, as a penalty for and in full satisfaction of such violation, shall pay to the Police Department, as follows:~~

- ~~(1) For the first notice for a violation of Section 353.08(a)(3) or (4), if paid by midnight on the date the notice was attached to such vehicle, three dollars (\$3.00); or if paid after midnight on the date the notice was attached to such vehicle, five dollars (\$5.00);~~
- ~~(2) For the second and each subsequent violation notice for a violation of Section 353.08(a)(3) or (4), issued at least one hour following the previous notice, ten dollars (\$10.00);~~
- ~~(3) For a violation of Section 353.08(a)(1) and (2), ten dollars (\$10.00); and~~
- ~~(4) If a parking meter violation ticket is not paid in full within thirty days of issuance, such fine shall be increased by an additional ten dollars (\$10.00) per violation.~~

(d) The penalty shall be paid in one of the following ways:

- (1) In person at the Police Department in the **JUSTICE CENTER** ~~City Hall~~;
  - (2) By depositing the fine in the envelope provided and dropping the envelope in the fine boxes provided;
  - (3) By depositing the fine in the envelope provided, placing a stamp thereon and mailing the same.
- (e) **A VEHICLE MAY BE IMMOBILIZED BY LOCKING A DEVICE (BOOT) TO AT LEAST ONE WHEEL TO PREVENT THE TURNING OF THE WHEEL IN THE FOLLOWING CIRCUMSTANCES. THE FEE ESTABLISHED IN THE FEE SCHEDULE AND ANY UNPAID PARKING TICKETS MUST BE PAID PRIOR TO REMOVAL OF THE BOOT:**
- (1) THE VEHICLE HAS THREE OR MORE UNPAID PARKING TICKETS THAT ARE OVER 30 DAYS OLD.**
  - (2) THE VEHICLE OR THE VEHICLE'S REGISTERED OWNER HAS ACCUMULATED FIVE OR MORE PARKING TICKETS IN A 30 DAY PERIOD.**
  - (3) THE VEHICLE OR THE VEHICLE'S REGISTERED OWNER HAS ACCUMULATED 15 OR MORE PARKING TICKETS IN ANY CALENDAR YEAR.**
- (f) If the owner or operator does not wish to plead guilty, such owner or operator may appear in the Municipal Court. The failure of such owner or operator to pay such fine in one of the prescribed ways or to appear in the Municipal Court, within the periods of time specified herein, shall render such owner or operator subject to the penalties provided for a violation of any of the provisions of this chapter.

Section 3: Delaware Codified Ordinance Section 313.03 is amended as follows:

(c)(1)

A.) Vehicular traffic facing a steady circular red signal indication, unless entering the intersection to make another movement permitted by another signal indication, shall stop at **BEFORE** a clearly marked stop line; but if there is no stop line, traffic shall stop before entering the crosswalk on the near side of the intersection; or if there is no crosswalk, before then before entering the intersection; and shall remain stopped until a signal indication to proceed is displayed except as provided in subsections (c)(1), (2) and (3) of this section.

B.) Except when a traffic control device is in place prohibiting a turn on red or a steady red arrow signal indication is

displayed, vehicular traffic facing a steady circular red signal indication is permitted to enter the intersection to turn right, or to turn left from a one-way street, after stopping. The right to proceed with the turn shall be subject to the provisions that are applicable after making a stop at **BEFORE** a stop sign.

(c)(2)

A.) Vehicular traffic facing a steady red arrow signal indication shall not enter the intersection to make the movement indicated by the arrow and, unless entering the intersection to make another movement permitted by another signal indication, shall stop at **BEFORE** a clearly marked stop line; but if there is no stop line, before entering the crosswalk on the near side of the intersection; or if there is no crosswalk, then before entering the intersection; and shall remain stopped until a signal indication or other traffic control device permitting the movement indicated by such red arrow is displayed.

B.)

When a traffic control device is in place permitting a turn on a steady red arrow signal indication, vehicular traffic facing a steady red arrow indication is permitted to enter the intersection to make the movement indicated by the arrow signal indication, after stopping. The right to proceed with the turn shall be limited to the direction indicated by the arrow, and shall be subject to the provisions that are applicable after making a stop at **BEFORE** a stop sign.

(f) Flashing Red Signal Indication:

(1) Vehicular traffic, on an approach to an intersection, facing a flashing circular red signal indication, shall stop at **BEFORE** a clearly marked stop line; but if there is no stop line, before entering the crosswalk on the near side of the intersection; or if there is no crosswalk, at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. The right to proceed shall be subject to the provisions that are applicable after making a stop at **BEFORE** a stop sign.

(g)

General Application: In the event an official traffic-control signal is erected and maintained at a place other than an intersection, the provisions of this section shall be applicable except as to those

provisions which by their nature can have no application. Any stop required shall be made at **BEFORE** a sign or marking on the pavement indicating where the stop shall be made, but in the absence of any such sign or marking the stop shall be made at the signal.

SECTION 4. Downtown parking spaces designated as Handicapped Spots which would otherwise be designated as two hour parking, may be used for three hours. These spots will be designated by signs.

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

VOTE ON RULE SUSPENSION:

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

PASSED: \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
MAYOR

## Parking Survey 2015

In 2014 and into 2015, Councilmen Kent Shafer established a working group to look at the current downtown parking environment and to identify potential remedies to reported abuses. The group ultimately concluded that current fees and fines were insufficient to adequately change parking behaviors. The recommendations that were made by the group included increasing fees, adding enhancements for repeat offenders and making monthly parking passes more economically viable for downtown employees. Long term parking enhancements included the potential of adding a parking structure in the downtown.

In order to get an idea of how Delaware compared against neighboring communities and similarly situated cities, a parking survey was conducted by the Police Department. The questions asked included current fines for overtime and over limit, and whether there were any enhancements for repeat violators. Also asked was if monthly permits were available and if so what the cost was and how the cost was derived. Finally, a series of questions related to parking structures was asked, including if there was a structure, what the cost to use the structure was, and if utilization was as projected when the structure was built.

The results are contained in the spreadsheet below. Special thanks to Ofc. Austin Barnthouse for completing the survey, and to the downtown parking committee for their time and suggestions.

Parking Survey 2015

	What are current fines for overtime on meters, and over limit in other areas?	What enhancements are there for repeat violators; i.e. does anyone boot / increase fines; both or other?	How are monthly permit fees calculated – are they a set fee, and if so what is the monthly cost?	Additionally, please find out if there are any parking garages. If there are any jurisdictions with parking garages, try to find out if:	Is there a fee to park?	IF the fees and fines generate enough revenue to pay down the construction debt / ongoing costs	The utilization – is it getting used as was projected, or are there any problems
Delaware	METERED: If paid by midnight on the date the notice was attached to such vehicle, three dollars (\$3.00); or if paid after midnight on the date the notice was attached to such vehicle, five dollars (\$5.00). FREE SPACE: ten dollars (\$10.00)	For the second and each subsequent violation notice for a violation of Section 353.08(a)(3) or (4), issued at least one hour following the previous notice, ten dollars (\$10.00)	Monthly rates are calculated based upon the number of enforceable days (Monday-Friday) in the month less any holidays. Fee is \$2.00 per day.				
Marysville	Marysville does not currently use parking meters, though they do have free space parking with time limits. Their over time parking ticket fine is \$20. If the ticket is not paid within 10 days the fine is doubled.	Subsequent tickets receive additional tickets of \$10. Marysville "will probably not tow" for over time parking violations.	N/A	N/A	N/A	N/A	N/A
Newark	Newark does not have metered parking. Their 2 hr timed space violations carry a \$40 parking citation. They also have a section for 30 min, 3 hr, and 11hr violations, which carry a fine of \$15.	No enhancements. Just get re-ticketed. Subject to tow after repeated violations, no boots, etc.	N/A	There is a parking garage which is run by the county. The garage is free to parking in.	Free	There are no fees or fines with respect to the garage. The garage was built by the city 30 years ago and "acquired" by the county. The maintenance cost are high and is funded entirely through tax money. They do have a day time and evening time parking attendant.	The garage is being utilized as envisioned. It is usually at about 55% capacity, with the weather protected portion being used more than the portion which is not protected from the elements. A couple years ago there were problems with vandalism however it was address. There are spurts of kids skateboarding, etc. in the garage, but the problem is easily addressed.
Marion	Marion no longer has metered or otherwise timed parking due to failing downtown businesses.	N/A	N/A	N/A	N/A	N/A	N/A
Sidney	Both metered and timed space parking violations carry a \$5 ticket if paid within 72 hours. If the citation is not paid within 72 hours, the ticket cost becomes \$10.	For subsequent offenses another \$5 parking citation is issued and the vehicle is subject to tow.	Permits are offered at a price of \$30.00 a quarter for parking. An explanation of how the fee is calculated was not able to be given, but the fee is set.	N/A	N/A	N/A	N/A

Lima	Lima does not have metered parking, however they do have timed 2 hour parking zones. The fine for a violation is a \$7.00 ticket if paid before 10 days. If paid after 10 days the fine is raised to \$15. If the ticket is not paid after 30 days the fine is raised to \$25.00	There are no further enhancements, other than after receiving three citations the vehicle is subject to being towed.	The only monthly permits available in Lima are for their parking garage. See that section for further details.	Lima has a 390 space parking garage. The best point of contact for the garage is Howard Elstro ph# 419-221-5288. The garage was built in 1990 for about 4 million dollars.	The garage cost .50 per hour to park or \$3 per day. Special event parking ranges from \$3-\$4 dollars. Howard stated he did not think the rates could be successfully raised higher then currently set. Spaces can be leased for \$40 per month. Leasing prices can differ for fleets of vehicles, etc. A specific cost for leasing multiple spaces (to the same business, etc.) could not be given. It sounded as if different factors would go into the cost for leasing multiple spaces.	The fees collected at the garage are "just about sufficient" to keep up with operating costs, minus money needed for "capital improvements." The garage was initially manned by attendants, however is now contracted out and ran by an automated system. The money is collected once a month.	Howard advised he is "pretty happy" with the parking garage. When asked if it was being utilized as anticipated, he said it was running "a little tight." Howard said with a vibrant downtown atmosphere the parking garage would be bringing in more money, but economic difficulty in the city has hampered the garage from operating at the level it was envisioned.
Upper Sandusky	Upper Sandusky is not currently using metered parking or free space parking with set limits. When they did the ticket was \$20.00 The only timed violation is a 24 hour parking violation which carries a \$20.00 ticket.	N/A	N/A	N/A	N/A	N/A	N/A
Bowling Green	Bowling Green charges \$5 for a meter violation. If the ticket is paid after 5 days the fine raises to \$15. Timed parking space violations carry a \$15 ticket, and if paid after 5 days the fine raises to \$20.00	If 3 or more tickets are accumulated for the violation, towing is considered but not preferred. Bowling Green will utilize the BMV's "DETER" program to report unpaid parking tickets, which results in a registration renewal block on the car. This program cost \$5, which is passed onto the violator via their parking ticket fees.	Bowling Green issues parking passes for three month time periods for the amount of \$65 which is a set fee. How the fee is arrived at is unknown.	N/A	N/A	N/A	N/A
Westerville	Westerville does not have parking meters. Over time parking in a marked space(s) carries a fine of \$40.	There are no enhancements to over time parking tickets. If a vehicle remains in violation, another ticket is issued. There are no immobilization measures, other than impounding if the vehicle collects more than two citations.	N/A	N/A	N/A	N/A	N/A



**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.: 13**

**DATE: 4/13/15**

**PUBLIC HEARING: NO**

**READING: FIRST**

**ORDINANCE NO.: 15-34**

**RESOLUTION NO.:**

**DESCRIPTION: AN ORDINANCE APPROVING AN AMENDED PRELIMINARY DEVELOPMENT PLAN FOR LYH, LLC FOR STOCKDALE FARMS CONSISTING OF 320 SINGLE FAMILY UNITS ON 158.2 ACRES ZONED R-2 PMU (ONE FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS.**

**DEPARTMENT AFFECTED:  
Planning Department**

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**

**FUND SOURCES:**

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:  
Planning Commission**

**RECOMMENDATION:  
Approval**

**VOTE:  
7-0  
MEETING DATE: 4/1/15**

**STAFF RECOMMENDATION:  
Approval at the first reading**

**PRESENTER:  
Dave Efland, Planning Director**

**SUMMARY OF ITEM:**

The Stockdale Farms development was originally proposed by Toll Brothers, a nationwide custom home builder. In August of 2003, a Preliminary Development Plan and Preliminary Subdivision Plat were approved by City Council for 387 units (an overall density of 2.47 dwelling units per acre). In 2004 and 2005, both the Planning Commission and City Council approved one year extensions to prevent the approved plan and plat from expiring. Since the original approval and subsequent expirations, Toll Brothers, for various reasons, left the central Ohio market and thereby abandoned the Stockdale Farms project. In 2005, an Applicant approached Staff regarding the possibility of undertaking a new plan with several modifications and received approval to allow 370 single family units for a density of 2.34 units per acre. The developer received five extensions of the amended plan and plats over the years until April 2014 when City Council approved a rezoning to allow a PMU (Planned Mixed Use Overlay District), a Conditional Use Permit, a Preliminary Development Plan and a Preliminary Subdivision Plat to allow 323 single-family units on approximately 158.3 acres for a density of 2.04 units per acre for a revised layout because of the housing market demands and changes in City policies, plans and development requirements since the early 2000's. In August 2014, City Council approved a Final Development Plan and Final Subdivision Plat for Phase 1 of the aforementioned revised plan. Now the applicant is proposing another revision to the layout primarily because of access and grading issues which yield 320 single family units on approximately 158.3 acres for a density of 2.02 units per acre. The overall layout is similar to the previous approved plan in 2014 while eliminating access from Pollock Road and reducing the number of single family units by 3. Since the original approval in 2003, the number of single family units has been reduced by 67 with all the revisions to the site plan over the years.

The proposed plan has 320 single family units (on larger than typical subdivision lots) which would yield 3 less units than the currently approved plan in 2014 (2.02 dwelling units per acre). More specifically, the 242 single family lots would be divided into 190 single family lots on 70 foot wide lots and 52 single family lots on 80 foot wide lots with minimum depths of 150 feet which yields 10,500 and 12,000 square feet lots respectively. Single-family homes will have a minimum square footage of 1,800 (ranch) to 2,000 (two-story) square feet plus 200 square feet per bedroom in excess of 2 bedrooms. There would be 78 cluster homes on 19.7 acres on the extreme northeastern portion of the site which is the same as the current approved plan. As with the last approved plan in 2014, all the condominium units would be eliminated in this proposal. Of note, the accompanying PMU zoning text was modeled after the approved Terra Alta development which is located just north of the subject site and has similar high quality development standards.

The proposed development would have three curb cuts on Braumiller Road which is a Township Road while the curb cut on Pollock Road has been eliminated as approved on the 2014 current plan. Pollock Road, which is a two lane road providing a scenic drive along the tree lines and ravines of the Olentangy River, would be preserved in its current state. The internal street network would be the typical double loaded residential streets that would have to comply with the minimum engineering requirements and be interconnected with only one cul-de-sac which allows for easy access for residents and emergency vehicles. The site would be serviced by City sanitary and water that would have to be extended to the site by the developer.

The site is characterized by natural and manmade features which ultimately derives the layout of the development. A stream bisects the site in a north/south orientation with two smaller branches that extend to the east and the proposed plan is sensitive to the existing

streams located on the property and minimizes the grading to preserve the natural topography which is unique to the site. A 150 foot wide transmission easement bisects the site in an east/west orientation that creates a physical barrier and is the location of most of the parkland and open space. The site has 49.99 acres (just over 31.5%) of open space and parkland (32.60 acres or approximately 20.5% of open space and 17.39 acres or approximately 11.0% of parkland) which exceeds minimum base zoning code requirements. The applicant has submitted a comprehensive landscaping plan that includes street trees, perimeter landscaping and park and open space landscaping which exceeds the minimum zoning standards. A bike path/pedestrian route along the north/south stream bed and along the north side of Braumiller Road are proposed which are important pathways in the Bikeway Master Plan. Approximately 44% of the trees would be preserved and the developer has agreed to pay a \$500 fee for each single family lot and a \$200 fee for each cluster home unit to achieve compliance with the Tree Preservation Regulations in Chapter 1168.

The applicant has provided a preliminary phasing plan which indicates the site would be developed from west to east and south to north. Phase I would be located in the southwest quadrant with access from Braumiller Road and Phase 2 would be located just north of Phase 1. A second access point to the subdivision along Braumiller Road would be required after 52 lots (during Phase 2 per submitted plans) or per the City Engineer for safety considerations. Phase 3 would be located in the southeast quadrant just east of the main north/south road that accesses Braumiller Road and Phase 4 would be located just north of Phase 3. Phase 5, which would consist of the cluster homes, would be located on the extreme northeastern portion of the site.

Both Staff and the Planning Commission recommend approval of the Amended Preliminary Development Plan with the documented conditions.

**ATTACHMENTS:**

Staff Report  
Site Maps  
Application

**COUNCIL NOTES:**

ORDINANCE NO. 15-34

AN ORDINANCE APPROVING AN AMENDED PRELIMINARY DEVELOPMENT PLAN FOR LYH, LLC FOR STOCKDALE FARMS CONSISTING OF 320 SINGLE FAMILY UNITS ON 158.2 ACRES ZONED R-2 PMU (ONE FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS.

WHEREAS, the Planning Commission at its meeting of April 1, 2015 recommended approval of an Amended Preliminary Development Plan for LYH, LLC for Stockdale Farms consisting of 320 single family units on 158.2 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads (2015-0335), and

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

SECTION 1. That the Amended Preliminary Development Plan for LYH, LLC for Stockdale Farms consisting of 320 single family units on 158.2 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads, be the same and is hereby confirmed, approved, and accepted with the following conditions:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. A second access point to the subdivision along Braumiller Road shall be required after 52 lots (during Phase 2 per submitted plans) or per the City Engineer for safety considerations.
3. A dense landscape buffer along the eastern portion of the proposed cluster homes adjacent to the large lot single family residences shall be submitted and approved with the Final Development Plan.
4. The subject application pertains to Phases 1-4 of the single family development and any future development of the Cluster Homes in Phase V shall require Preliminary and Final Development Plan approval.

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage

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

VOTE ON RULE SUSPENSION:

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

PASSED: \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
MAYOR

**CASE NUMBERS:** 2015-0335 & 0336

**REQUEST:** Multiple Requests

**PROJECT:** Stockdale Farms

**MEETING DATE:** April 1, 2015

**APPLICANT/OWNER**

Tom Warner  
Advanced Civil Design  
422 Beecher Street  
Gahanna, Ohio 43230

LYH, LLC  
Mark Inks  
5695 Avery Road  
Dublin, Ohio 43016

**REQUESTS**

2015-0335: A request by LYH, LLC for approval of an Amended Preliminary Development Plan for Stockdale Farms consisting of 320 single family units on 158.3 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads.

2015-0336: A request by LYH, LLC for approval of an Amended Preliminary Subdivision Plat for Stockdale Farms consisting of 320 single family units on 158.3 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads.

**PROPERTY LOCATION & DESCRIPTION**

The parcel is located at the northeast corner of Braumiller and Pollock Roads. The zoning of the parcel is R-2 PMU (Single-Family Residential District with a Planned Mixed Use Overlay District). The surrounding zoning is A-1 (Agricultural District) to the north in the City and township zoning to the north, south, east and west.

**BACKGROUND**

The Stockdale Farms development was originally proposed by Toll Brothers, a nationwide custom home builder. In August of 2003, a Preliminary Development Plan and Preliminary Subdivision Plat were approved by City Council for 387 units (an overall density of 2.47 dwelling units per acre). In 2004 and 2005, both the Planning Commission and City Council approved one year extensions to prevent the approved plan and plat from expiring. Since the original approval and subsequent expirations, Toll Brothers, for various reasons, left the central Ohio market and thereby abandoned the Stockdale Farms project. In 2005, an Applicant approached Staff regarding the possibility of undertaking a new plan with several modifications and received approval to allow 370 single family units for a density of 2.34 units per acre. The developer received five extensions of the amended plan and plats over the years until April 2014 when City Council approved a rezoning to allow a PMU (Planned Mixed Use Overlay District), a Conditional Use Permit, Preliminary Development Plan and Preliminary Subdivision Plat to allow 323 single-family units on approximately 158.3 acres for a density of 2.04 units per acre for a revised layout because of the housing market demands and changes in City policies, plans and development requirements since the early 2000's. In August 2014, City Council approved a Final Development Plan and Final Subdivision Plat for Phase 1 of the aforementioned revised plan. Now the applicant is proposing another revision to the layout primarily because of access and grading issues which yield 320 single family units on approximately 158.3 acres for a density of 2.02 units per acre. The overall layout is similar to the previous approved plan in 2014 while eliminating access from Pollock Road and reducing the number of single family units by 3.

**STAFF ANALYSIS**

**ZONING:** As mentioned above, the zoning for the properties is R-2 -PMU (One Family Residential District with a Planned Mixed Use Overlay District) with specific and high quality development text. The proposed amended plan has 320 single family units (on larger than typical subdivision lots) which would yield 3 less units than the current 2014 approved plan. More specifically, the 242 single family lots would be divided into 190 single family lots on 70 foot wide lots and 52 single family lots on 80 foot wide lots with minimum depths of 150 feet which yields 10,500 and 12,000 square foot lots respectively. The setbacks would be 30 foot for the front and rear yards with the side yard setback of 7.5 feet for 70 foot lots and 10 feet for 80 foot lots. Single-family homes will have a minimum square footage of 1,800 (ranch) to 2,000 (two-story) square feet plus 200 square feet per bedroom in excess of 2 bedrooms. There would be 78 cluster homes on 19.7 acres on the extreme northeastern portion of the site which is the same number of the plan approved in April 2014. As with the last approved plan in 2014, all the condominium units would be eliminated in this proposal. Of note, the approved PMU zoning development text was modeled after the approved Terra Alta development which is located just north of the subject site and has similar high quality development standards.

- **LAND USE:** The proposed residential use is consistent with the Comprehensive Plan recommendation for Low Density Single-Family land use at this location. The proposed density (2.02 units per acre) of the revised proposal is less dense than the previous plan approved for the site (2.04 units per acre) which is significantly less than the plan before that. Overall, the proposed development has less single family homes and the same amount of cluster homes as the plan approved in April 2014.
- **ENGINEERING** The Applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. It is especially important that the applicant work with the City and County Engineering Departments to resolve any issues related to the proposed roadway network and any traffic improvements and financial obligations. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on a technical review by the Engineering Department once a complete plan set is submitted for review. In addition, the County Engineer's approval would be required for roadway and storm water issues that are located within their jurisdiction, including Braumiller Road improvements.
- **ROADS AND TRAFFIC:** The developer prepared a traffic impact study to determine any improvements that would be required to the transportation network in the area based on the subject development. The City and County are still reviewing the traffic impact study to determine any specific improvements. The developer would be responsible for any improvements and/or financial obligations the subject residential development would have in the area per the City and/or County Engineer. The proposed development would have three access points from Braumiller Road which is a Township Road. The primary full movement curb cut would be located near the center of the development on Braumiller Road which would stub to the parcel to the north and serve as the main north/south road for the subdivision while a secondary full movement curb cut would be located on the western portion of the development which would access Phase 1 and 2 of the development while a right-in/right-out only curb cut would be located on the eastern portion of the development which would access Phase 3, 4 and 5 of the development. The change in the proposal is the previously approved emergency access point would become a full intersection.

The internal street network would be the typical double loaded residential streets that would have to comply with the minimum engineering requirements. The street network would be interconnected with only one cul-de-sac which allows for easy access for residents and emergency vehicles. As part of the original approval, the applicant has agreed to a transportation contribution of \$1,000 per dwelling unit. This contribution will be due upon building permit approval for each unit.

As discussed with the rezoning, preliminary development plan and plat last April 2014, the current City Thoroughfare Plan still has the relocated Braumiller Road and future Braumiller Road bridge across the Olentangy River as recommended future improvements, circumstances, funding, and the overall transportation improvements in the area have changed significantly in recent years and these two particular improvements are, for all practical purposes, no longer needed nor required. When the Thoroughfare Plan is revised these will be removed per the City Engineer. The reality is most traffic in this area will do what it does today and utilize the primary spine roads to access Glenn Parkway which in turn will be the major arterial connector to US 36 / SR 37 and US 23. This revised plan will also further limit the traffic on Pollock Road which is still planned to remain a scenic roadway. Glenn Parkway is currently scheduled to be extended to Berlin Station Road in the next few years (pending funding) further enhancing this regional connectivity. In fact, from a planning viewpoint, it makes for a much better and more cohesive layout which better preserves natural resources, produces superior lots, and provides room for significant parkland improvements over the 2005 approved plan all while reducing the density in the overall subdivision.

- **SITE LAYOUT:** The site is characterized by natural and manmade features which ultimately derives the layout of the development. A stream bisects the site in a north/south orientation with two smaller branches that extend to the east and the proposed plan is sensitive to the existing streams located on the property and minimizes the grading to preserve the natural topography which is unique to site. Several lots back-up to the aforementioned streams to maximize the rear yard views. In addition, a 150 foot wide transmission easement bisects the site in an east/west orientation that creates a physical barrier. Also, along the western portion of the development there are several lots that are located on a bluff and the rear of the houses would have a nice view of the Olentangy River. The remainder of the subdivision is a typical design with doubled load streets primarily on open farm ground today. Several open spaces, a neighborhood park, pocket parks and a tot lot

are clustered where the stream bed and transmission line intersects in the "center" of the development to achieve compliance with open space and park requirements. The 19.7 acre cluster home phase of the development is located on the extreme northeastern portion of the site and would yield a maximum of 78 clustered homes. In addition, the transmission easement has been creatively worked in the design yielding mostly linear open space and stream corridor preserves, reducing cost but providing a superior overall layout.

- **HOUSE DESIGN:** Being a PMU Overlay, specific Development Text sets forth the development standards and requirements for this development. It should be noted that this text allows for a much higher quality development from both a site planning and architectural design standpoint than that which would be permitted by either base or PRD zoning. Not only would the houses have to meet the minimum standards of the Residential Development Design Criteria and Performance Standards in Chapter 1171 but also the more restrictive residential architectural standards in the approved PMU (Planning Mixed Use Overlay District) development text which was modeled after the text approved for the Terra Alta development. Some of the upgrades for the single family houses include: 1.) At least 50% of the front elevation of all homes shall consist of approved natural materials as defined in the text; 2.) EIFS, stucco or similar products are prohibited as an exterior material; 3.) Dimensional shingles on all homes; 4.) Upgraded garage door standards for doors that face a public street. 5.) No blank walls.
- **PARKLAND AND OPEN SPACE:** The site has 49.99 acres (just over 31.5%) of open space and parkland (32.60 acres or approximately 20.5% of open space and 17.39 acres or approximately 11.0% of parkland) which exceeds minimum base zoning code requirements. The 10.52 acre neighborhood park is centrally located adjacent to the stream bed west of the main north/south street. A 3.12 acre pocket park is located along the smaller branch of the stream bed just east of the main north/south street and a 1.85 acre pocket park which is relatively flat for an open playfield (soccer, baseball, football, etc.) and is located just west of neighborhood park that allows for pocket parks on the east and west portions of the subdivision. Also, a 1.90 acre tot lot which is programmed with play equipment, a half-court basketball, benches and buffered with mounding and landscaping is located north of the neighborhood park. The parks will all be owned and maintained by the Homeowners Association but open to the public.

Open space is provided between the rear of the lots along Braumiller Road and Pollock Road with mounding and landscaping buffering views along Braumiller Road. In addition, the open space along the west side of Pollock Road (approximately 4.06 acres) is being dedicated to the City to protect the floodplain similar to the Terra Alta development. Furthermore, open space conservation easements are provided along each of the stream beds within the development per EPA requirements.

- **LANDSCAPING AND SCREENING:** The applicant has submitted a comprehensive landscaping plan that includes street trees, perimeter landscaping and park and open space landscaping. The applicant is proposing a 3 to 6 foot high mound with landscaping adjacent to Braumiller Road to screen the rear yards of the houses abutting the roadway. Buffering along Pollock Road is not necessary because of the significant grade change (approximately 10 to 30 feet) between Pollock Road and the rear of the lots adjacent to Pollock Road. Except for adjacent to the proposed detention basins along Pollock Road. In addition, the developer is proposing several 8 foot high Norway spruce trees to form a continuous buffer along the rear of lots 96-100 along the northwestern portion of the site to screen the adjacent single family home in addition to the tree line that exists in this location already. Significant landscaping features along with signage are proposed at the main entrance into the subdivision along Braumiller Road and the westernmost secondary full movement curb cut on Braumiller Road. Both entrance signs would have an approximate 3 foot high granite boulder veneer base with a limestone cap with 14 inch high raised letters installed on a 2 foot high IPE wood panel. The sign base would be 14 feet wide. The right-in/right-out curb cut on the easternmost portion of the development on Braumiller Road would be 5 feet high with the same material as the other entrance signs with the initials "SF" instead of the subdivision name. Also, staff recommends appropriate buffering along the eastern portion of the proposed cluster homes adjacent to the large lot single family residences. Furthermore, permanent conservation easements shall be placed around the tree stands and stream corridors as indicated on the plans. The evergreen trees shall be a minimum 6 foot high at installation (except where specified larger) and the deciduous trees shall be a minimum 1.75 inch caliper. The maintenance of the mound and associated landscaping shall be the responsibility of the Homeowners Association. It is imperative that the Applicant coordinate the landscaping plan and street tree plan with the engineering site development plan so that the

landscaping does not impact any utility lines or impede visibility at intersections or the visibility of any traffic control signs. The Shade Tree Commission would have to review and approve the aforementioned plans.

- **BIKE PATHS AND PEDESTRIAN ROUTES:** The applicant has provided a bike path/pedestrian route along the north/south stream bed and along the north side of Braumiller Road which are important pathways in the Bikeway Master Plan. All bike paths, not in a public right-of-way must be in a 10 foot wide public access easement that is owned and maintained by the Homeowner's Association with an easement dedicated to the City for public use. Sidewalks will be provided on both sides of all public streets in the subdivision and future cluster development plan. Sidewalks are not required to be extended along Pollock Road due to topographic and area considerations that make a pedestrian connection along Pollock Road infeasible. However, a sidewalk shall be extended to Pollock Road to provide a connection to the river parkland
- **EASEMENTS:** As noted above conservation easements have been provided over the entire length of all the existing streams on the site and should be recorded with each final plat. Also, a conservation easement needs to be provided along the Olentangy River similar to the Terra Alta development, to be recorded with the first final plat.
- **TREE PRESERVATION:** The development is proposed in a manner that maximizes tree preservation (approximately 44% of trees being preserved) on the site while allowing for reasonable development. Consistent with the methodology acceptable in other recent approvals and the methodology discussed at the concept plan review, the Applicant, with the agreement of Staff, is proposing the following tree replacement plan which is consistent with the previously approved zoning text and preliminary plan:
  1. Trees that are considered in fair condition will receive a 50% reduction in the replacement value and trees in poor condition or ash trees will receive a 100% reduction in replacement value.
  2. Using the same discount schedule outlined above, credit will be given to trees preserved on the site.
  3. Additional credit will be given for the preservation of larger trees using the following schedule:
    - a. Trees six (6) to eleven (11) caliper inches are given one caliper inch credit for each caliper inch saved.
    - b. Trees twelve (12) to eighteen (17) caliper inches are given two caliper inches credit for each caliper inch saved.
    - c. Trees eighteen (18) to twenty-three (23) caliper inches are given three caliper inches credit for each caliper inch saved.
    - d. Trees twenty-four (24) caliper inches and larger are given four caliper inches credit for each caliper inch saved.
  4. Credit for removal of ash trees not otherwise required to be removed as a result of development (eradicate the Emerald Ash Borer). One (1) caliper inch of credit shall be given for each \$100 expended for such ash trees.
  5. At the time of permit issuance, a \$500 fee shall be paid for each single-family lot (total \$121,000).
  6. At the time of permit issuance, a \$200 fee shall be paid for each cluster home unit (total \$15,600).

Staff recommends that utilities should not be located within tree preservation easements and ensure the subject lots impacted could yield a maximum size house with an acceptable deck.

- **UTILITIES:** The site would be serviced by City sanitary sewer and water that would have to be extended by the developer to stub to the adjacent properties. The developer would be responsible for reimbursement of any private sanitary sewer capacity agreements which may be levied on the subject property. In addition, a Del Co water line transverses the rear of lots 4-6 which could impact the building pads of the future houses and will limit the construction of any accessory structures (decks, etc.) on these lots. Staff recommends the water line be relocated outside of the aforementioned lots. The Preliminary Development Plan and Preliminary Subdivision Plat indicate preliminary utility and stormwater infrastructure locations. Staff is generally supportive of the layout as proposed but reserves the right to review such infrastructure in detail as preliminary and final plans and plats are submitted.
- **LIGHTING PLAN:** A lighting plan would need to be submitted, reviewed and approved by the Chief Building Official that would achieve compliance with the zoning code during the Final Subdivision Plat process for each phase

- **FIRE DEPARTMENT:** The proposed development would need to be capable of supporting and allowing the full maneuverability of the fire department ladder truck along with complying with all other fire department requirements.
- **PHASING:** The applicant has provided a preliminary phasing plan which indicates the site would be developed from west to east and south to north. Phase I would be located in the southwest quadrant with access from Braumiller Road and Phase 2 would be located just north of Phase 1. A second access point to the subdivision along Braumiller Road would be required after 52 lots (during Phase 2 per submitted plans) or per the City Engineer for safety considerations. Phase 3 would be located in the southeast quadrant just east of the main north/south road that accesses Braumiller Road and Phase 4 would be located just north of Phase 3. Phase 5, which would consist of the cluster homes, would be located on the extreme northeastern portion of the site. Staff recommends reviewing the proposed phasing to ensure roadway connectivity for Phase 1.

---

**STAFF RECOMMENDATION – (2015-0335 PRELIMINARY DEVELOPMENT PLAN)**

Staff recommends approval of request by LYH, LLC for approval of an Amended Preliminary Development Plan for Stockdale Farms consisting of 320 single family units on 158.3 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads, with the following conditions:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. A second access point to the subdivision along Braumiller Road shall be required after 52 lots (during Phase 2 per submitted plans) or per the City Engineer for safety considerations.
3. A dense landscape buffer along the eastern portion of the proposed cluster homes adjacent to the large lot single family residences shall be submitted and approved with the Final Development Plan.
4. The subject application pertains to Phases 1-4 of the single family development and any future development of the Cluster Homes in Phase V shall require Preliminary and Final Development Plan approval.

---

**STAFF RECOMMENDATION – (2015-0336 PRELIMINARY SUBDIVISION PLAT)**

Staff recommends approval of a request by LYH, LLC for approval of an Amended Preliminary Subdivision Plat for Stockdale Farms consisting of 320 single family units on 158.3 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads, with the following conditions:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department. In addition, County Engineer's approval would be required for roadway and storm water issues that are located within their jurisdiction.
2. All the streets shall achieve compliance with the minimum radii requirements or per the City Engineer.
3. All public utilities shall be extended to stub to the adjacent property lines and appropriate phases within the development.
4. The developer shall be responsible for any improvements and/or financial obligations of the traffic impact study per the City Engineer and/or County Engineer.
5. The main north/south entrance road from Braumiller Road shall be constructed before the 53rd lot is developed (building permit approval) which is Phase 2 per submitted Preliminary Development Plan.
6. A \$1,000 per dwelling unit transportation contribution fee shall be collected with each building permit for needed area transportation improvements.

7. The off-site stormwater improvements shall comply with the minimum City and County regulations.
8. The proposed bike path along Braumiller Road and along the stream bed shall be installed per City requirements within an easement dedicated to the City and shall be maintained by the Homeowner's Association. The bike path along the stream bed shall be constructed prior to or concurrent with Phase 2 of the development
9. Sidewalks shall be provided on both sides of all public streets. Sidewalks are not required to be extended along Pollock Road due to topographic and area considerations that make a pedestrian connection along Pollock infeasible. However, at least one sidewalk shall be extended to Pollock Road to provide a connection to the river parkland.
10. The lots and houses shall comply with the minimum bulk and setback requirements in the approved development text.
11. The single family houses shall comply with the minimum architectural standards in the approved development text and per applicable sections of the current zoning code.
12. A minimum 3-6 foot high mound with landscaping shall be located along Braumiller Road.
13. The maintenance of all mounds, landscaping and amenities in the parkland and open space areas shall be the responsibility of the Homeowner's Association with an easement to the City dedicating them open to the public. In addition, all evergreen trees shall be a minimum 6 foot high at installation and the deciduous trees shall be a minimum 1.75 inch caliper.
14. Landscaping shall be installed adjacent to the proposed detention basin along Pollock Road.
15. All landscape plans shall be submitted, reviewed and approved by the Shade Tree Commission.
16. The 4.06 acre open space along the Olentangy River shall be dedicated to the City with Phase 1 of the Final Subdivision Plat.
17. For each single family house, a \$500 fee shall be paid for each single-family lot at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations.
18. For each cluster home unit, \$200 fee shall be paid for each cluster home unit at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations.
19. The 1.85 acre tot lot shall be graded relatively flat to be a usable play area (soccer, baseball, football fields).
20. The street lighting plan shall be submitted, reviewed and approved by the Chief Building Official achieves compliance with all zoning requirements prior to construction drawing approval.
21. A comprehensive sign plan with all permanent and temporary signage including all public opens spaces shall be submitted reviewed and approved prior construction drawing approval.
22. The proposed phasing of the development shall be reviewed by staff to ensure roadway connectivity for Phase 1.

**COMMISSION NOTES:**

---

---

---

---

---

---

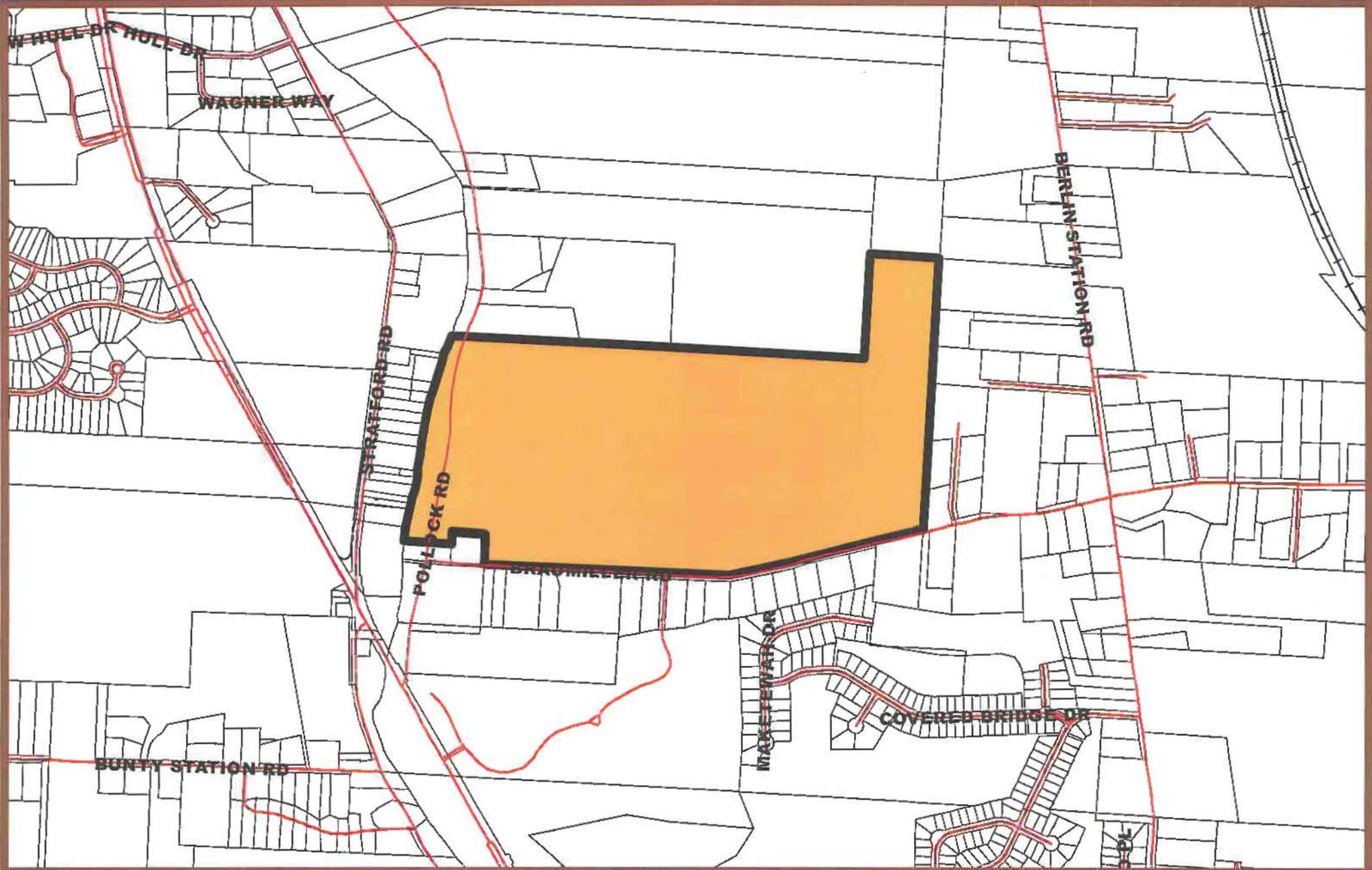
---

---

---

---

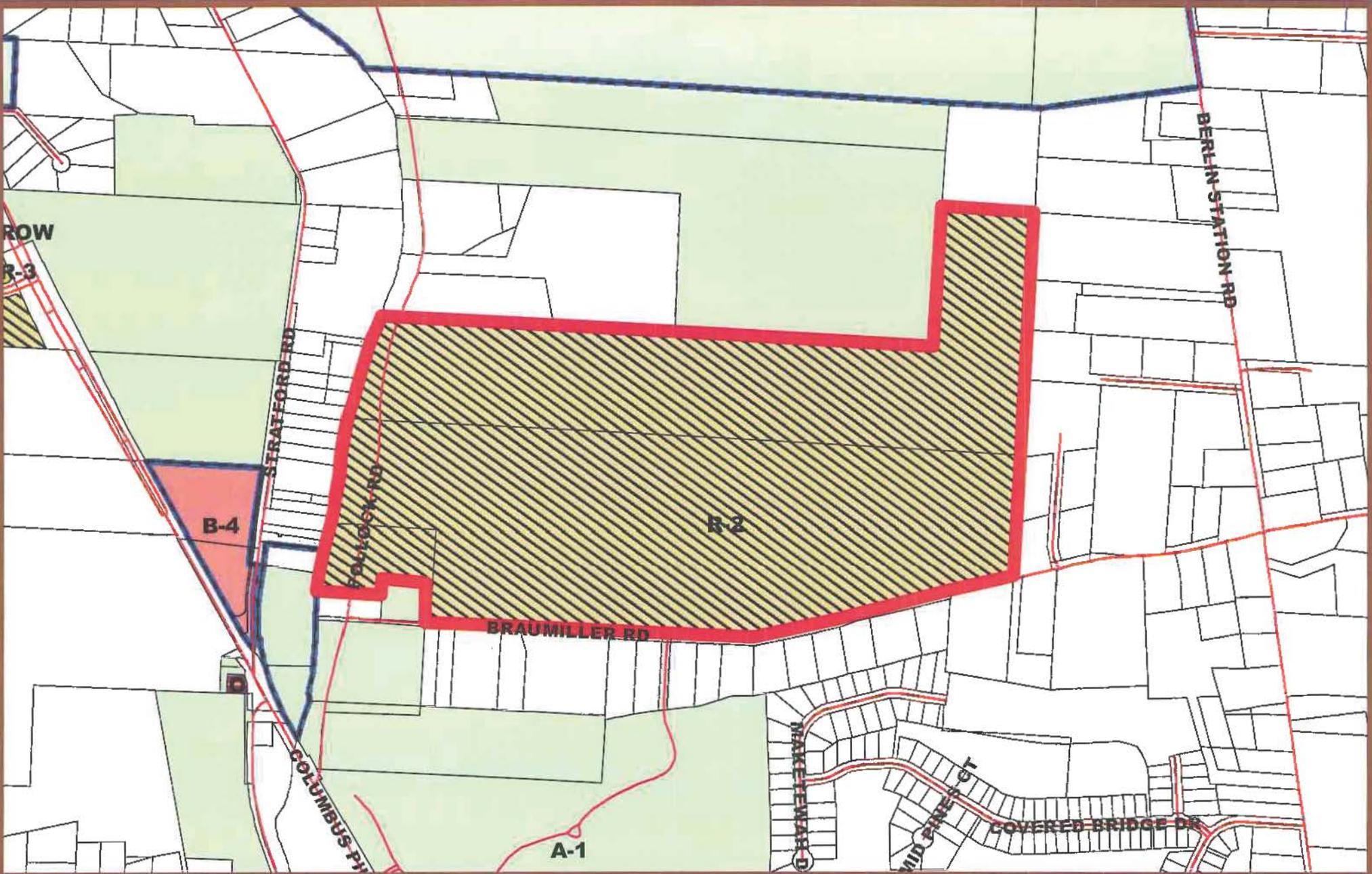




EST 1808  
CITY OF  
**DELAWARE**  
OHIO

2015-0335 & 0336  
Amended Preliminary Development Plan  
and Preliminary Subdivision Plat  
Stockdale Farms  
Location Map

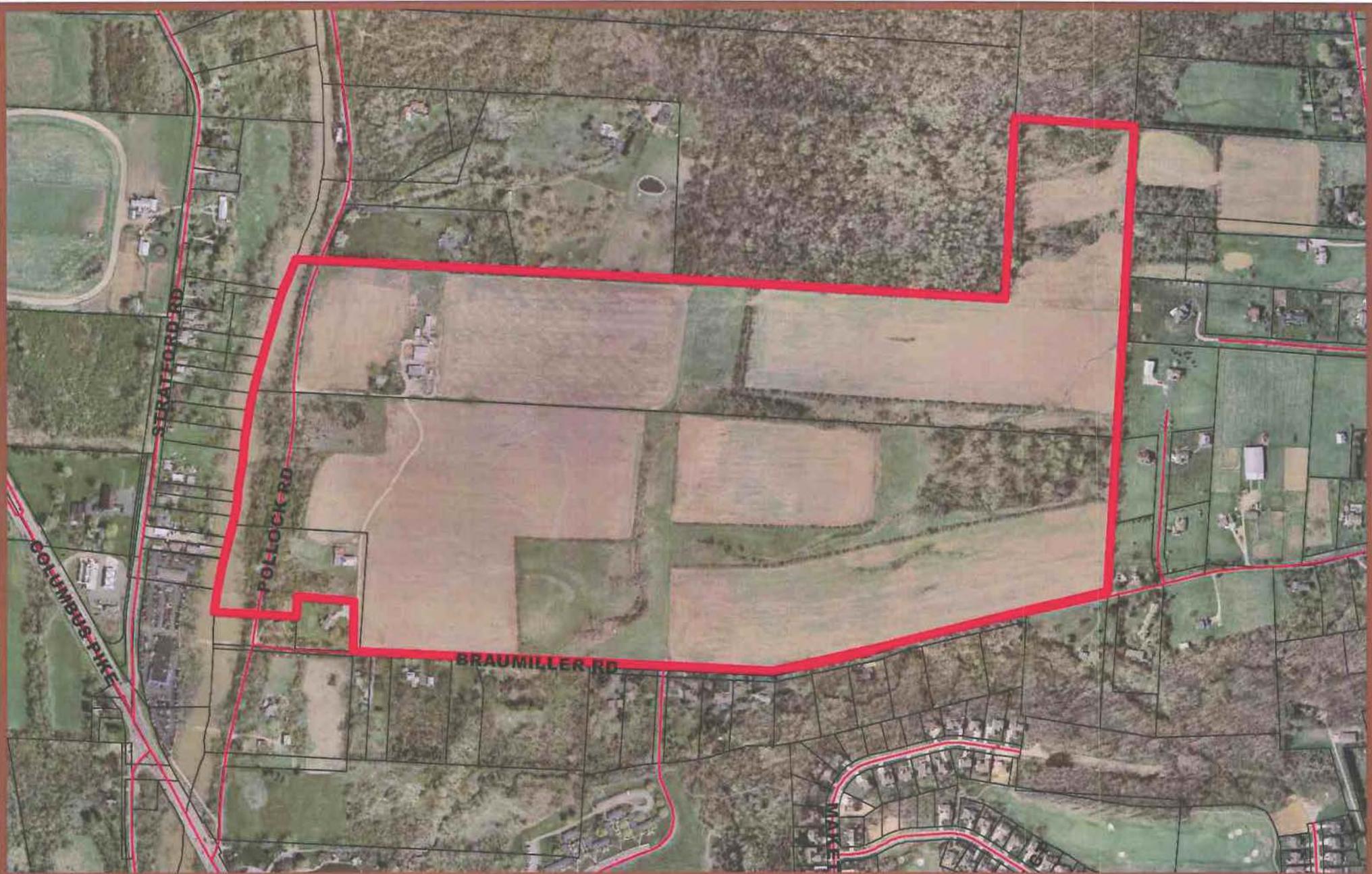




EST 1808  
CITY OF  
**DELAWARE**  
OHIO

2015-0335 & 0336  
Amended Preliminary Development Plan and  
Preliminary Subdivision Plat  
Stockdale Farms  
Zoning Map





EST 1808  
CITY OF  
**DELAWARE**  
OHIO

2015-0335 & 0336  
Amended Preliminary Development Plan  
and Preliminary Subdivision Plat  
Stockdale Farms  
Aerial (2013)

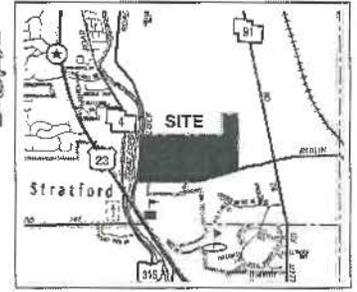


# CITY OF DELAWARE, DELAWARE COUNTY OHIO PRELIMINARY DEVELOPMENT PLAN FOR STOCKDALE FARMS

<b>OWNER / DEVELOPER</b>	<b>ENGINEER</b>	<b>LANDSCAPE ARCHITECT</b>
1746 50 5815 AVERT ROAD DUBLIN, OH 43015 BRUCE COOPER 4424 1412 PHONE: 614-887-3106	ADVANCED CIV. DESIGN, LLC 122 REEDER ROAD CANTON, OHIO 43021 PHONE: 614-887-7700	DAVE PLUMMER & DESIGN, LLC 742 N. 25th STREET, SUITE 401 DELAWARE, OHIO 43015 PHONE: 614-887-1884

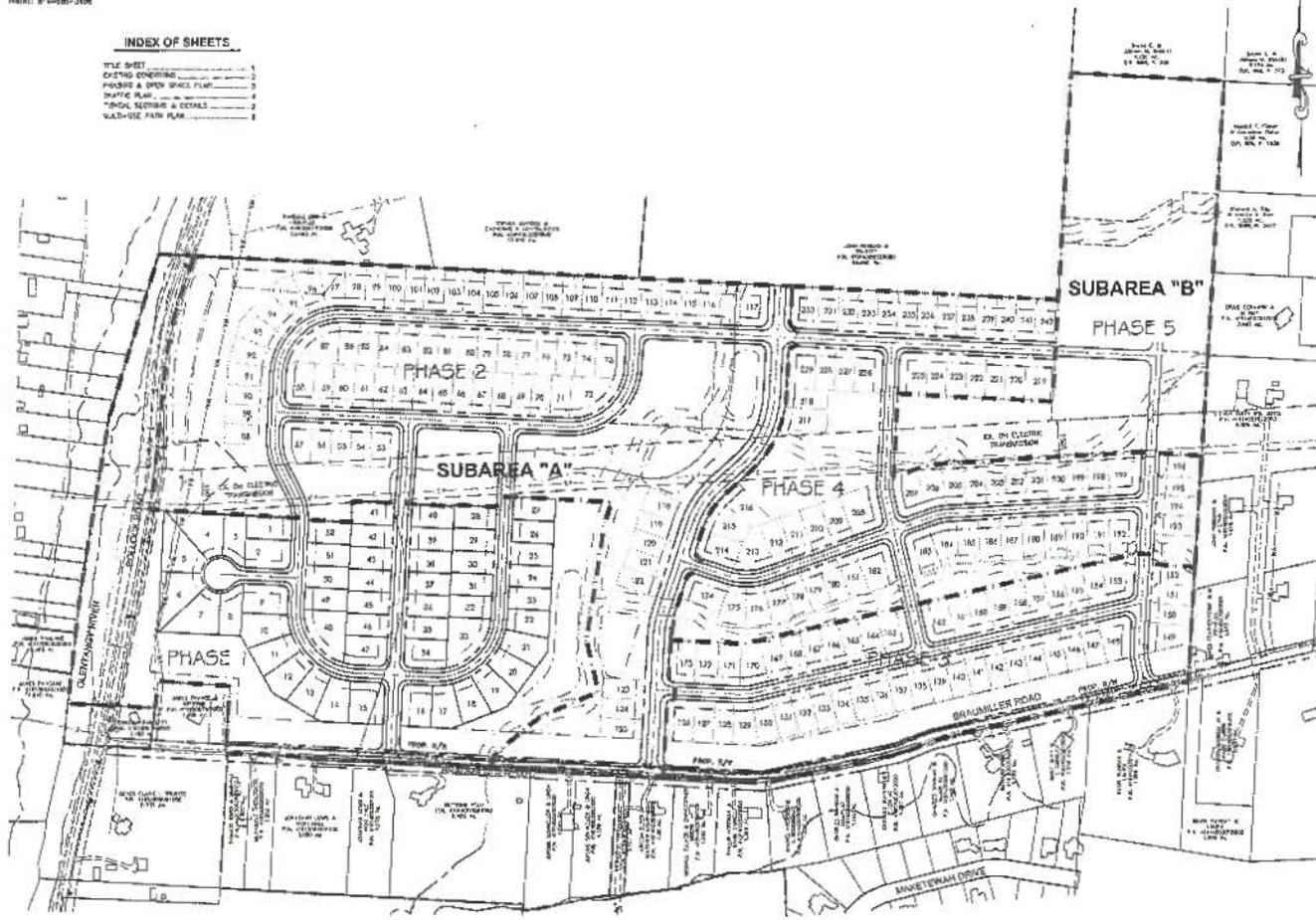
**INDEX OF SHEETS**

TITLE SHEET	1
EXISTING CONDITIONS	2
PHASING & OPEN SPACE PLAN	3
TRAFFIC PLAN	4
PHASE 1, 2, 3, 4, 5, & DETAILS	5
WALK-WAY PATH PLAN	6

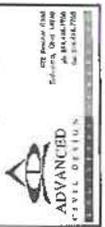


**SITE STATISTICS - 8-2 PHASE DEVELOPMENT**

TOTAL SITE	116.4 ACRES
R/W AREA - KULLOOK ROAD	1.81 ACRES
R/W AREA - BRANMILLER ROAD	3.14 ACRES
NET SITE AREA LESS R/W	111.45 ACRES
REQUIRED OPEN SPACE (20% GREEN)	22.30 ACRES
PROVIDED OPEN SPACE	22.88 ACRES
REQUIRED PARK SPACE (FOR GREENS)	18.12 ACRES
PROVIDED PARK SPACE	17.28 ACRES
CLUSTER HOMES	78 LOTS
SHAKE FAMILY HOMES (20'S-50'S)	180 LOTS
SINGLE FAMILY HOMES (R20X50)	31 LOTS
TOTAL UNITS	319 UNITS
CRDSS DENSITY	2.83 UDS/ACRE



**Ohio**  
Utilities Protection  
Division  
600-362-2766 or 6-1-1  
www.ohio.gov



LYH, LLC  
3808 AVERT ROAD  
DUBLIN, OHIO 43016

CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
**PRELIMINARY DEVELOPMENT PLAN**  
 FOR  
**STOCKDALE FARMS**  
**TITLE SHEET**

Scale: 1/4" = 100'	Drawn By: jdc	Checked By: BCG
Project Number: 15-0008-586	Drawing Number: 1/6	











# CITY OF DELAWARE, OHIO PRELIMINARY PLAT FOR STOCKDALE FARMS FARM LOTS Q, R & T, SECTION 1, TOWNSHIP 4, RANGE 19, UNITED STATES MILITARY LANDS TOWNSHIP OF DELAWARE, DELAWARE COUNTY, OHIO

Situated in the State of Ohio, County of Delaware, City of Delaware, Duppler Township 1, Township 4, Range 19, U.S.M.L. and being all of that 3,000 acre tract conveyed to LYH LLC of record in Official Record 81, Page 1293, et al of said 61,863 acre tract conveyed to LYH LLC of record in Official Record 81, Page 1310 and all of that 91,272 acre tract conveyed to LYH LLC of record in Official Record 81, Page 1207, and described as follows:

Beginning at the southeast corner of said 91,272 acre tract, in the continuation of Deerpine Road:

Thence along the south perimeter of said 5,002 acre and 91,272 acre tracts, the following courses:

- S 76° 53' 31" W, 928.44 feet;
- S 68° 18' 41" W, 130.87 feet;
- S 78° 37' 57" W, 469.59 feet;
- N 66° 48' 32" W, 1908.08 feet;
- N 03° 21' 10" E, 236.11 feet;
- N 85° 43' 47" W, 254.63 feet;
- S 06° 53' 58" W, 96.85 feet;

N 87° 07' 53" W, 309.87 feet to the southwest corner of said 5,002 acre tract, in the center of the Olentangy River.

Thence along the west perimeter of said 5,002 acre and 91,272 acre tracts, the following courses:

- N 06° 18' 30" E, 430.39 feet;
- N 09° 18' 28" E, 820.57 feet;
- N 18° 49' 53" E, 811.08 feet to the northeast corner of said 61,863 acre tract, in the center of the Olentangy River;

Thence along the north perimeter of said 61,863 acre tract, the following courses:

- S 86° 58' 24" E, 3191.85 feet;
- N 05° 29' 59" E, 811.63 feet;
- S 88° 51' 33" E, 542.50 feet to the northeast corner of said 61,863 acre tract.

Thence along the east perimeter of said 61,863 acre and 91,272 acre tracts, the following courses:

- S 03° 28' 56" W, 1983.01 feet;
- S 03° 41' 45" W, 1023.83 feet to the Point of Beginning.

Containing 102.3 acres, more or less, and subject to all legal assessments, rights-of-way and restrictions.

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



### INDEX OF SHEETS

SITE SHEET	1
ENGINEERING SITE PLAN	2-10
UTILITY AND CONCRETE PLANS	11-19
LANDING PLAN	20

### SITE STATISTICS - R-2 FINAL DEVELOPMENT

TOTAL SITE	108.3 ACRES
R/W AREA - PAVED ROAD	2.81 ACRES
R/W AREA - UNPAVED ROAD	3.38 ACRES
NET SITE AREA LESS R/W	102.11 ACRES
RETAINED OPEN SPACE (GROSS)	38.50 ACRES
PROPOSED OPEN SPACE	32.00 ACRES
PROPOSED PAVEMENT (NET GROSS)	15.15 ACRES
PROPOSED PAVEMENT (NET)	13.28 ACRES
CUSTOMER UNITS	110 LOTS
SINGLE FAMILY HOMES (TYPICAL)	110 LOTS
SINGLE FAMILY HOMES (MINIMUM)	115 LOTS
NETAL UNITS	236 UNITS
GROSS DENSITY	2.02 BAY/ACRE

### APPROVAL:

The City of Delaware Signatures On This Plan Signify Only Concurrence With The General Purpose and General Location Of The Proposed Improvements. All Technical Details Remain The Responsibility Of The Professional Engineer Who Prepared And Certified These Plans.

City Clerk, Delaware, Ohio	Date
City Manager, Delaware, Ohio	Date
Planning and Community Development Director, Delaware, Ohio	Date
City Engineer, Delaware, Ohio	Date
Utilities Director, Delaware, Ohio	Date
Public Works Director, Delaware, Ohio	Date
Auditor, Delaware, Ohio	Date
Recorder, Delaware, Ohio	Date



**NOTE:**  
The elevations shown on this plan are referenced to the North American Vertical Datum of 1988 (NAVD88).



**OWNER / DEVELOPER**  
LYH LLC  
5695 AVERY ROAD  
DUBLIN, OHIO 43016  
PHONE 614-489-3498

**ENGINEER**  
ADVANCED CIVIL DESIGN, LLC  
423 RECORD ROAD  
DELAWARE, OHIO 43015  
PHONE 614-428-7700

**LANDSCAPE ARCHITECT**  
FARG PLANNING & DESIGN, LLC  
343 N. BIR STREET, SUITE 101  
DELAWARE, OHIO 43015  
PHONE 614-107-1004



LYH, LLC  
5695 AVERY ROAD  
DUBLIN, OH 43016

CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
PRELIMINARY PLAT  
FOR  
STOCKDALE FARMS  
TITLE SHEET

Date: 01/04/2015  
Book: 17-00P  
Project Number:  
**15-0006-586**  
Drawing Number:  
**1/11**

**LEGEND**

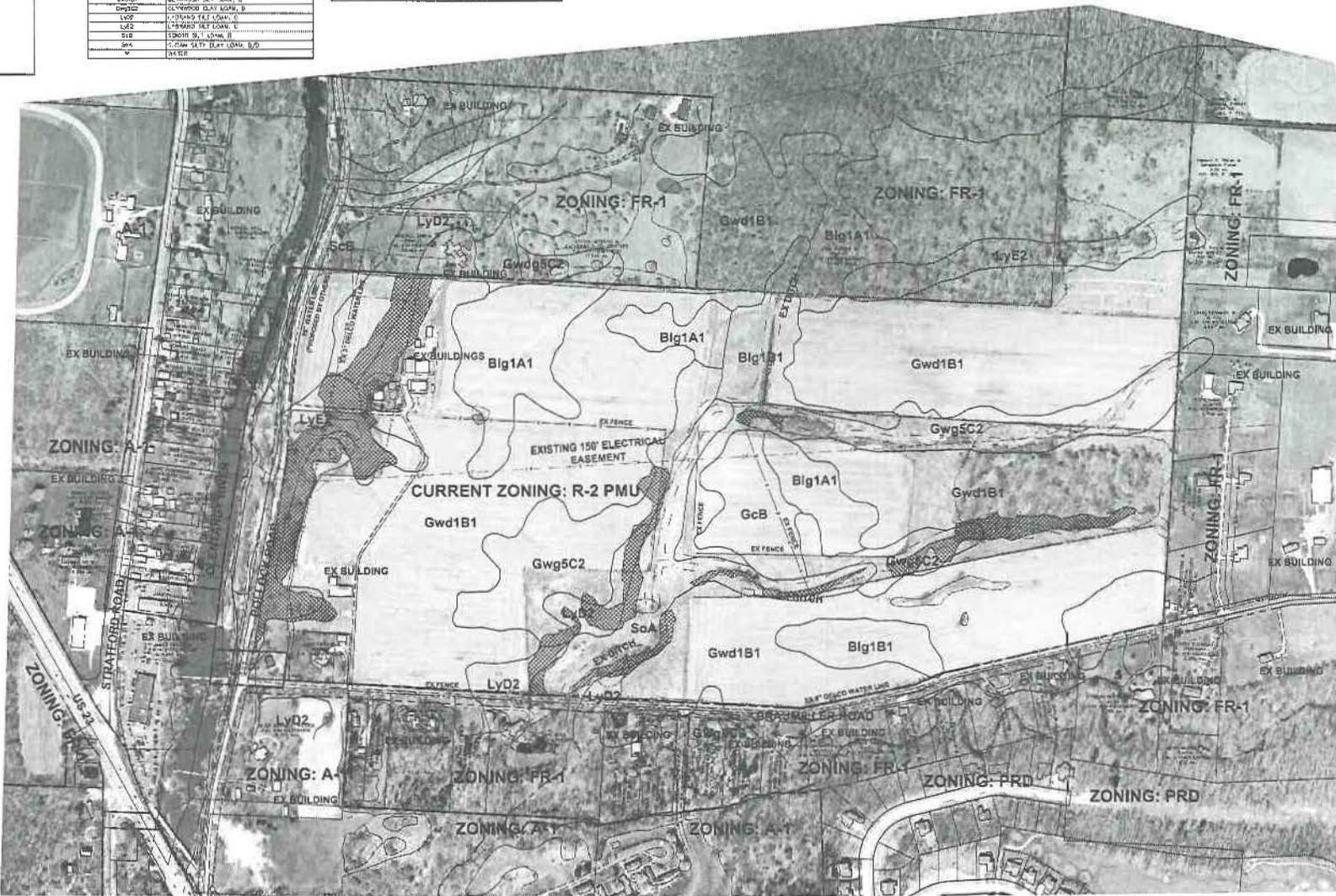
	SOIL MAP BOUNDARY
	EXISTING BUILDING
	WOODS
	SLOPES >15%

**MAP UNIT LEGEND**

MAP UNIT SYMBOL	SOIL NAME / HYDROLOGIC RATING
B G1B	BLENDEN SCL CLAY, B
B G1B	BLENDEN SCL CLAY, B
ScB	SCHEPPEN SCL CLAY, B
GwB1	GLACIUS SCL CLAY, B
GwB2	GLACIUS SCL CLAY, B
GwB3	GLACIUS SCL CLAY, B
GwB4	GLACIUS SCL CLAY, B
GwB5	GLACIUS SCL CLAY, B
GwB6	GLACIUS SCL CLAY, B
GwB7	GLACIUS SCL CLAY, B
GwB8	GLACIUS SCL CLAY, B
GwB9	GLACIUS SCL CLAY, B
GwB10	GLACIUS SCL CLAY, B
GwB11	GLACIUS SCL CLAY, B
GwB12	GLACIUS SCL CLAY, B
GwB13	GLACIUS SCL CLAY, B
GwB14	GLACIUS SCL CLAY, B
GwB15	GLACIUS SCL CLAY, B
GwB16	GLACIUS SCL CLAY, B
GwB17	GLACIUS SCL CLAY, B
GwB18	GLACIUS SCL CLAY, B
GwB19	GLACIUS SCL CLAY, B
GwB20	GLACIUS SCL CLAY, B
GwB21	GLACIUS SCL CLAY, B
GwB22	GLACIUS SCL CLAY, B
GwB23	GLACIUS SCL CLAY, B
GwB24	GLACIUS SCL CLAY, B
GwB25	GLACIUS SCL CLAY, B
GwB26	GLACIUS SCL CLAY, B
GwB27	GLACIUS SCL CLAY, B
GwB28	GLACIUS SCL CLAY, B
GwB29	GLACIUS SCL CLAY, B
GwB30	GLACIUS SCL CLAY, B
GwB31	GLACIUS SCL CLAY, B
GwB32	GLACIUS SCL CLAY, B
GwB33	GLACIUS SCL CLAY, B
GwB34	GLACIUS SCL CLAY, B
GwB35	GLACIUS SCL CLAY, B
GwB36	GLACIUS SCL CLAY, B
GwB37	GLACIUS SCL CLAY, B
GwB38	GLACIUS SCL CLAY, B
GwB39	GLACIUS SCL CLAY, B
GwB40	GLACIUS SCL CLAY, B
GwB41	GLACIUS SCL CLAY, B
GwB42	GLACIUS SCL CLAY, B
GwB43	GLACIUS SCL CLAY, B
GwB44	GLACIUS SCL CLAY, B
GwB45	GLACIUS SCL CLAY, B
GwB46	GLACIUS SCL CLAY, B
GwB47	GLACIUS SCL CLAY, B
GwB48	GLACIUS SCL CLAY, B
GwB49	GLACIUS SCL CLAY, B
GwB50	GLACIUS SCL CLAY, B
GwB51	GLACIUS SCL CLAY, B
GwB52	GLACIUS SCL CLAY, B
GwB53	GLACIUS SCL CLAY, B
GwB54	GLACIUS SCL CLAY, B
GwB55	GLACIUS SCL CLAY, B
GwB56	GLACIUS SCL CLAY, B
GwB57	GLACIUS SCL CLAY, B
GwB58	GLACIUS SCL CLAY, B
GwB59	GLACIUS SCL CLAY, B
GwB60	GLACIUS SCL CLAY, B
GwB61	GLACIUS SCL CLAY, B
GwB62	GLACIUS SCL CLAY, B
GwB63	GLACIUS SCL CLAY, B
GwB64	GLACIUS SCL CLAY, B
GwB65	GLACIUS SCL CLAY, B
GwB66	GLACIUS SCL CLAY, B
GwB67	GLACIUS SCL CLAY, B
GwB68	GLACIUS SCL CLAY, B
GwB69	GLACIUS SCL CLAY, B
GwB70	GLACIUS SCL CLAY, B
GwB71	GLACIUS SCL CLAY, B
GwB72	GLACIUS SCL CLAY, B
GwB73	GLACIUS SCL CLAY, B
GwB74	GLACIUS SCL CLAY, B
GwB75	GLACIUS SCL CLAY, B
GwB76	GLACIUS SCL CLAY, B
GwB77	GLACIUS SCL CLAY, B
GwB78	GLACIUS SCL CLAY, B
GwB79	GLACIUS SCL CLAY, B
GwB80	GLACIUS SCL CLAY, B
GwB81	GLACIUS SCL CLAY, B
GwB82	GLACIUS SCL CLAY, B
GwB83	GLACIUS SCL CLAY, B
GwB84	GLACIUS SCL CLAY, B
GwB85	GLACIUS SCL CLAY, B
GwB86	GLACIUS SCL CLAY, B
GwB87	GLACIUS SCL CLAY, B
GwB88	GLACIUS SCL CLAY, B
GwB89	GLACIUS SCL CLAY, B
GwB90	GLACIUS SCL CLAY, B
GwB91	GLACIUS SCL CLAY, B
GwB92	GLACIUS SCL CLAY, B
GwB93	GLACIUS SCL CLAY, B
GwB94	GLACIUS SCL CLAY, B
GwB95	GLACIUS SCL CLAY, B
GwB96	GLACIUS SCL CLAY, B
GwB97	GLACIUS SCL CLAY, B
GwB98	GLACIUS SCL CLAY, B
GwB99	GLACIUS SCL CLAY, B
GwB100	GLACIUS SCL CLAY, B

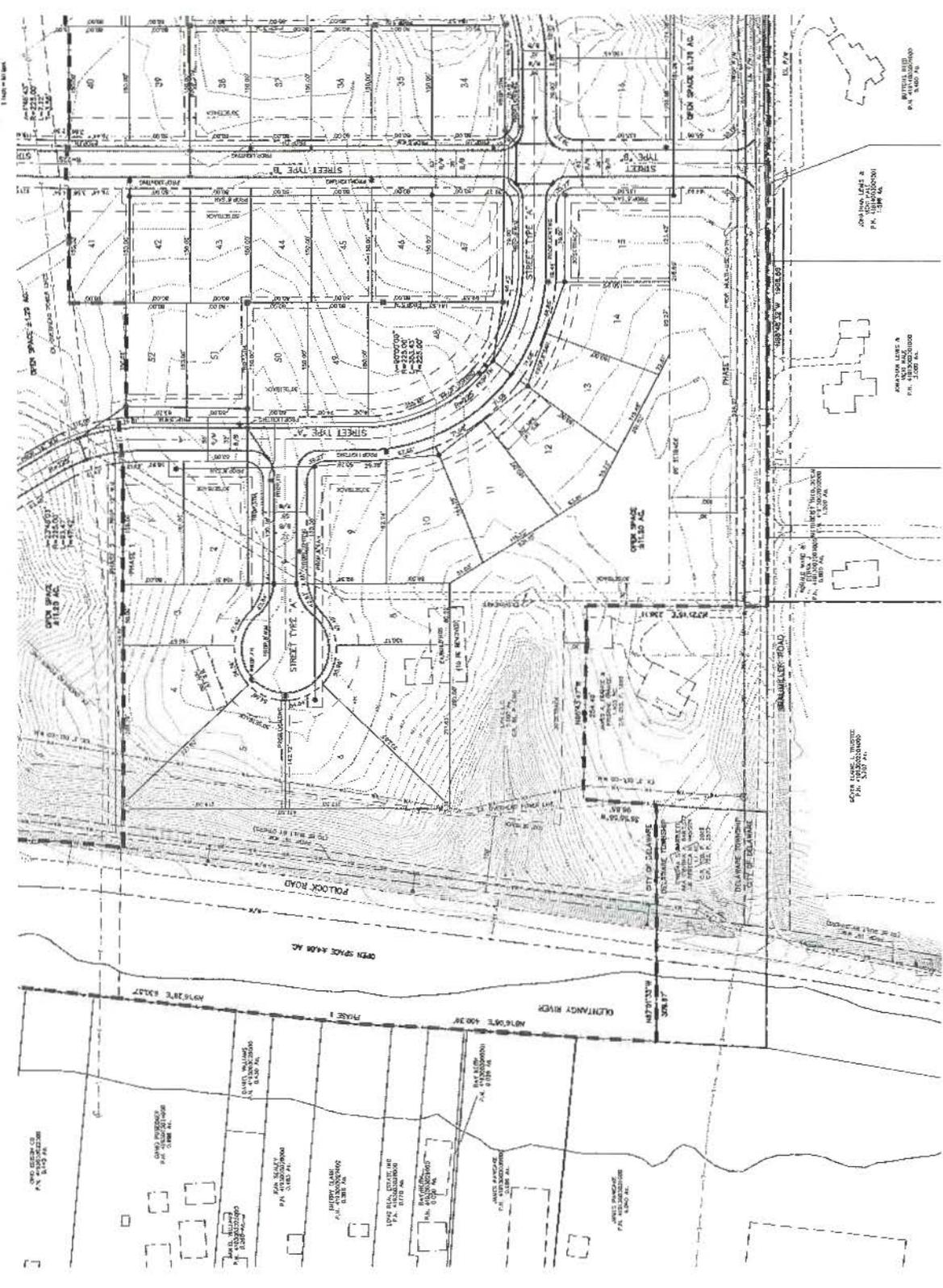
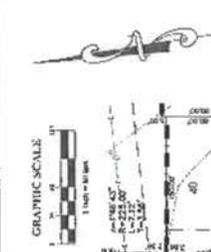
**ZONING LEGEND**

ZONING SYMBOL	ZONING TYPE
R-2 PMU	RESIDENTIAL SINGLE-FAMILY
FR-1	FARM RESIDENTIAL
FR-2	FARM RESIDENTIAL
FR-3	FARM RESIDENTIAL
FR-4	FARM RESIDENTIAL
FR-5	FARM RESIDENTIAL
FR-6	FARM RESIDENTIAL
FR-7	FARM RESIDENTIAL
FR-8	FARM RESIDENTIAL
FR-9	FARM RESIDENTIAL
FR-10	FARM RESIDENTIAL
FR-11	FARM RESIDENTIAL
FR-12	FARM RESIDENTIAL
FR-13	FARM RESIDENTIAL
FR-14	FARM RESIDENTIAL
FR-15	FARM RESIDENTIAL
FR-16	FARM RESIDENTIAL
FR-17	FARM RESIDENTIAL
FR-18	FARM RESIDENTIAL
FR-19	FARM RESIDENTIAL
FR-20	FARM RESIDENTIAL
FR-21	FARM RESIDENTIAL
FR-22	FARM RESIDENTIAL
FR-23	FARM RESIDENTIAL
FR-24	FARM RESIDENTIAL
FR-25	FARM RESIDENTIAL
FR-26	FARM RESIDENTIAL
FR-27	FARM RESIDENTIAL
FR-28	FARM RESIDENTIAL
FR-29	FARM RESIDENTIAL
FR-30	FARM RESIDENTIAL
FR-31	FARM RESIDENTIAL
FR-32	FARM RESIDENTIAL
FR-33	FARM RESIDENTIAL
FR-34	FARM RESIDENTIAL
FR-35	FARM RESIDENTIAL
FR-36	FARM RESIDENTIAL
FR-37	FARM RESIDENTIAL
FR-38	FARM RESIDENTIAL
FR-39	FARM RESIDENTIAL
FR-40	FARM RESIDENTIAL
FR-41	FARM RESIDENTIAL
FR-42	FARM RESIDENTIAL
FR-43	FARM RESIDENTIAL
FR-44	FARM RESIDENTIAL
FR-45	FARM RESIDENTIAL
FR-46	FARM RESIDENTIAL
FR-47	FARM RESIDENTIAL
FR-48	FARM RESIDENTIAL
FR-49	FARM RESIDENTIAL
FR-50	FARM RESIDENTIAL



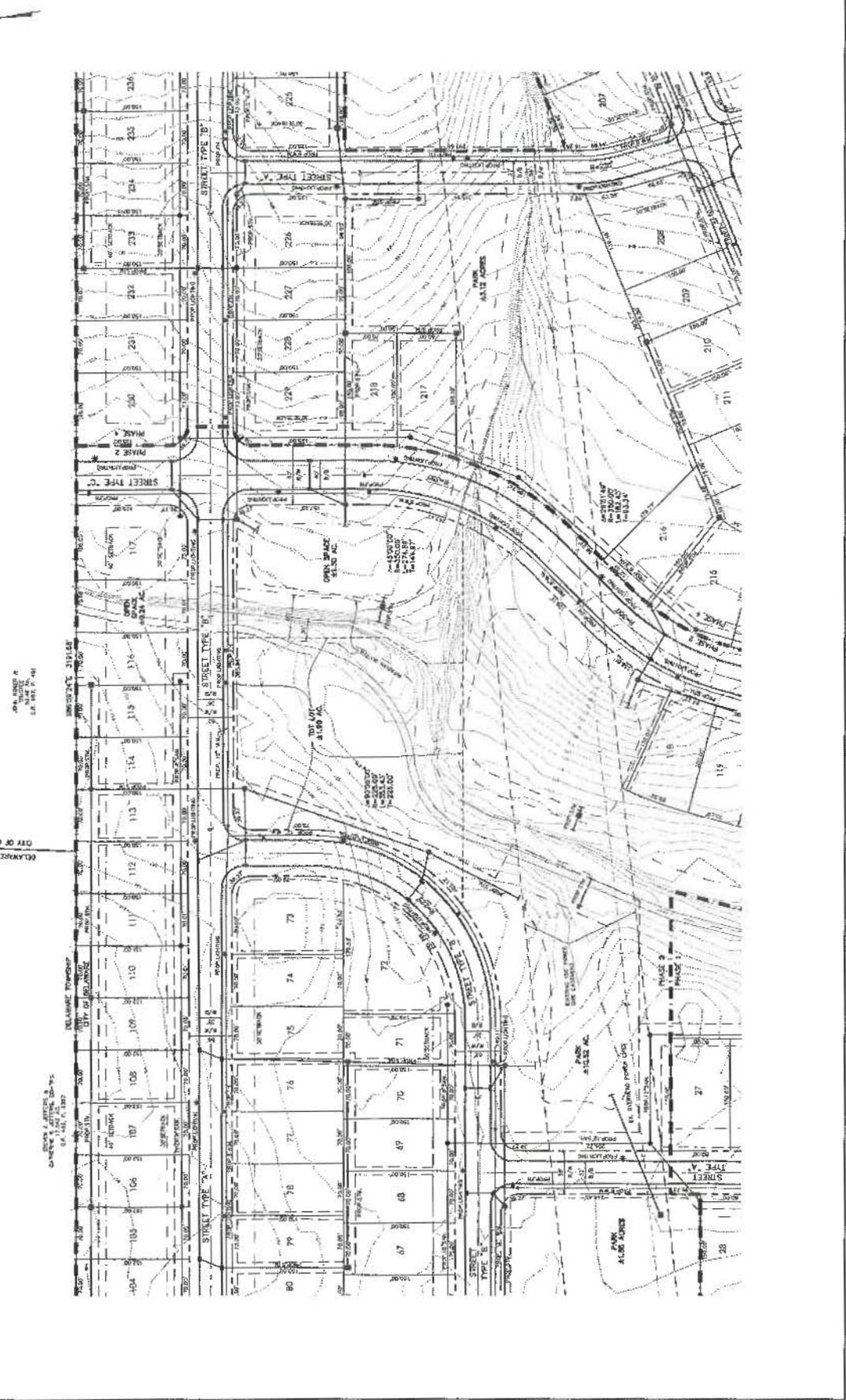
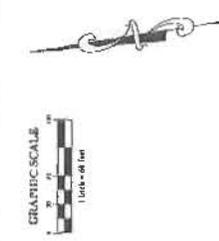
GRAPHIC SCALE  
1" = 200'





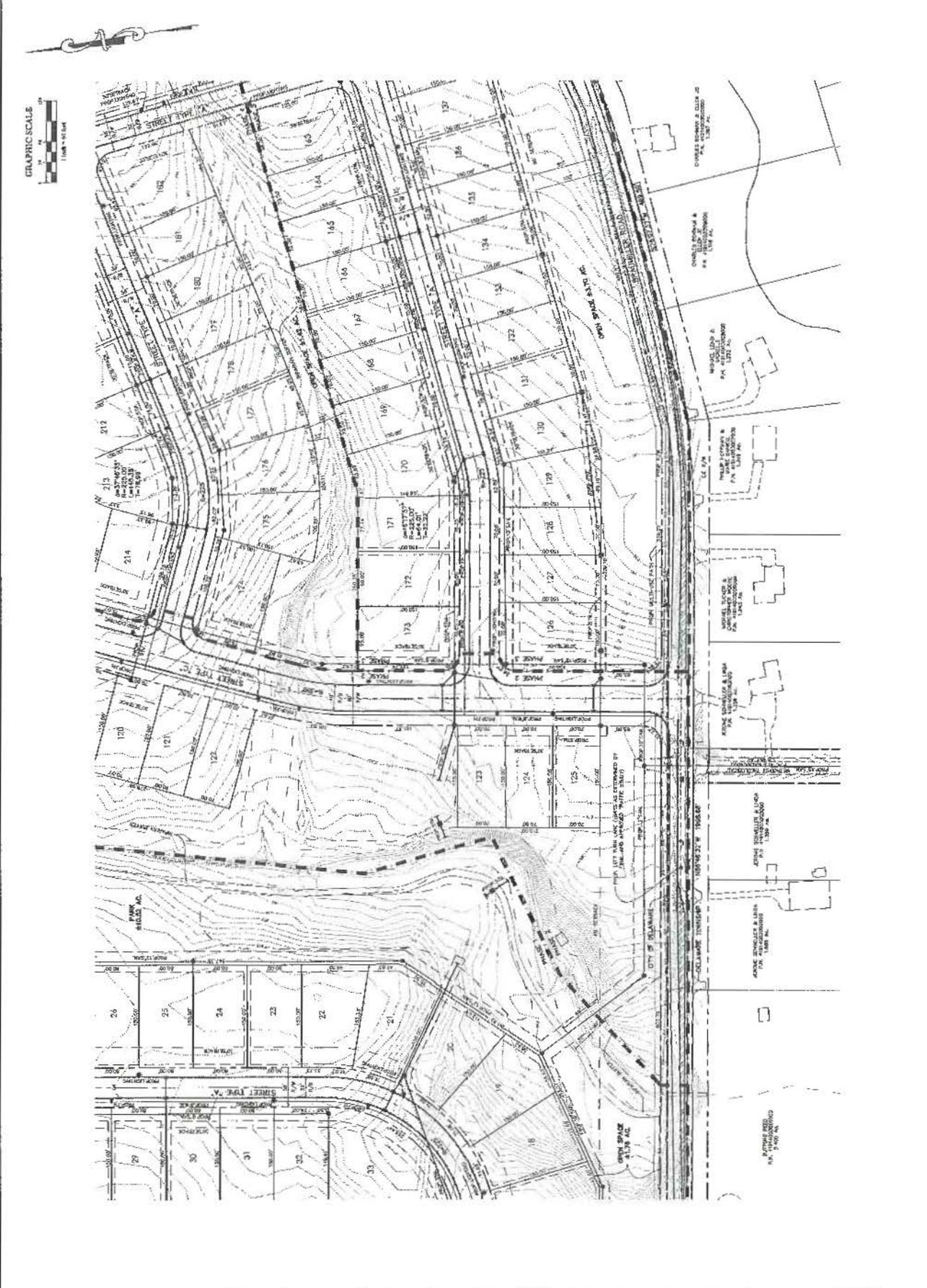
ADJACENT LOTS A  
 P.N. 15-0008-556





DELAWARE TOWNSHIP  
 CITY OF DELAWARE

Date: 06/01/2015	Checked By: JMS
Drawn By: JMS	Program Number: 15-DCDR-586
Scale: 1"=40'	Drawing Number: 7/11





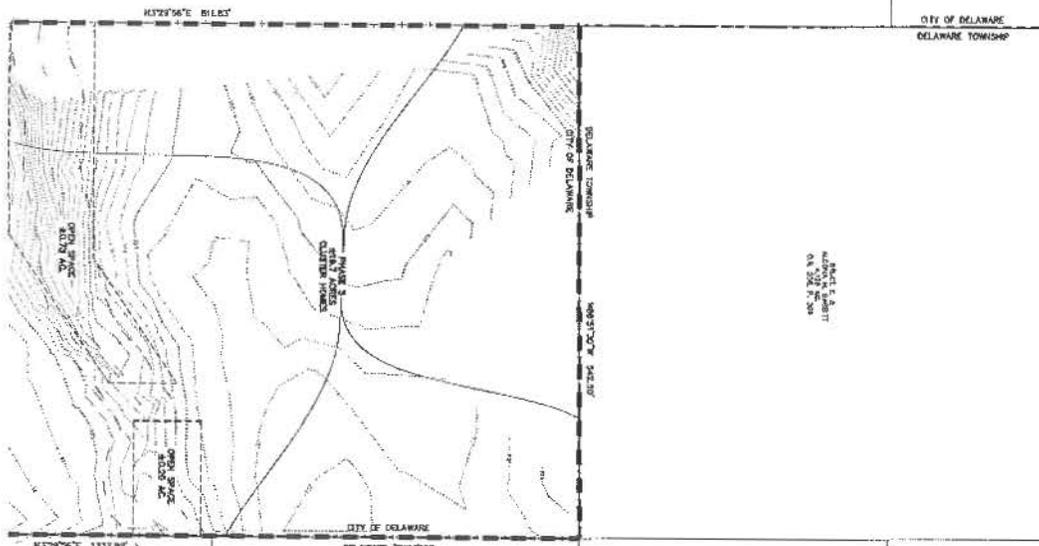
Issue Date:	
Drawn By:	
Checked By:	
Project Number:	15-008-585
Sheet No.:	8/11

CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
**PRELIMINARY PLAT**  
 FOR  
**STOCKDALE FARMS**  
 SITE UTILITY PLAN - ZONE 8

PLAN PREPARED FOR:  
**LYH, LLC**  
 5695 AVERY ROAD  
 DUBLIN, OH 43016

PLAN PREPARED BY:  
  
**ADVANCED CIVIL DESIGN**  
 137 Bedford Road  
 Columbus, Ohio 43240  
 614.891.4040  
 614.458.7133





10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

Scale	1" = 40'
Sheet	15-0000-585
Project	Stockdale Farms
Client	LYH, LLC
City	Dublin, OH
County	Delaware
State	OH
Drawn	10/11

CITY OF DELAWARE, DELAWARE COUNTY, OHIO  
**PRELIMINARY PLAT**  
 FOR  
**STOCKDALE FARMS**  
**SITE UTILITY PLAN - ZONE 10**

PLAN PREPARED FOR  
**LYH, LLC**  
**5695 AVERY ROAD**  
**DUBLIN, OH 43016**

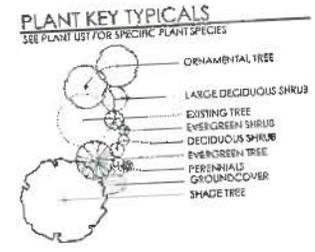
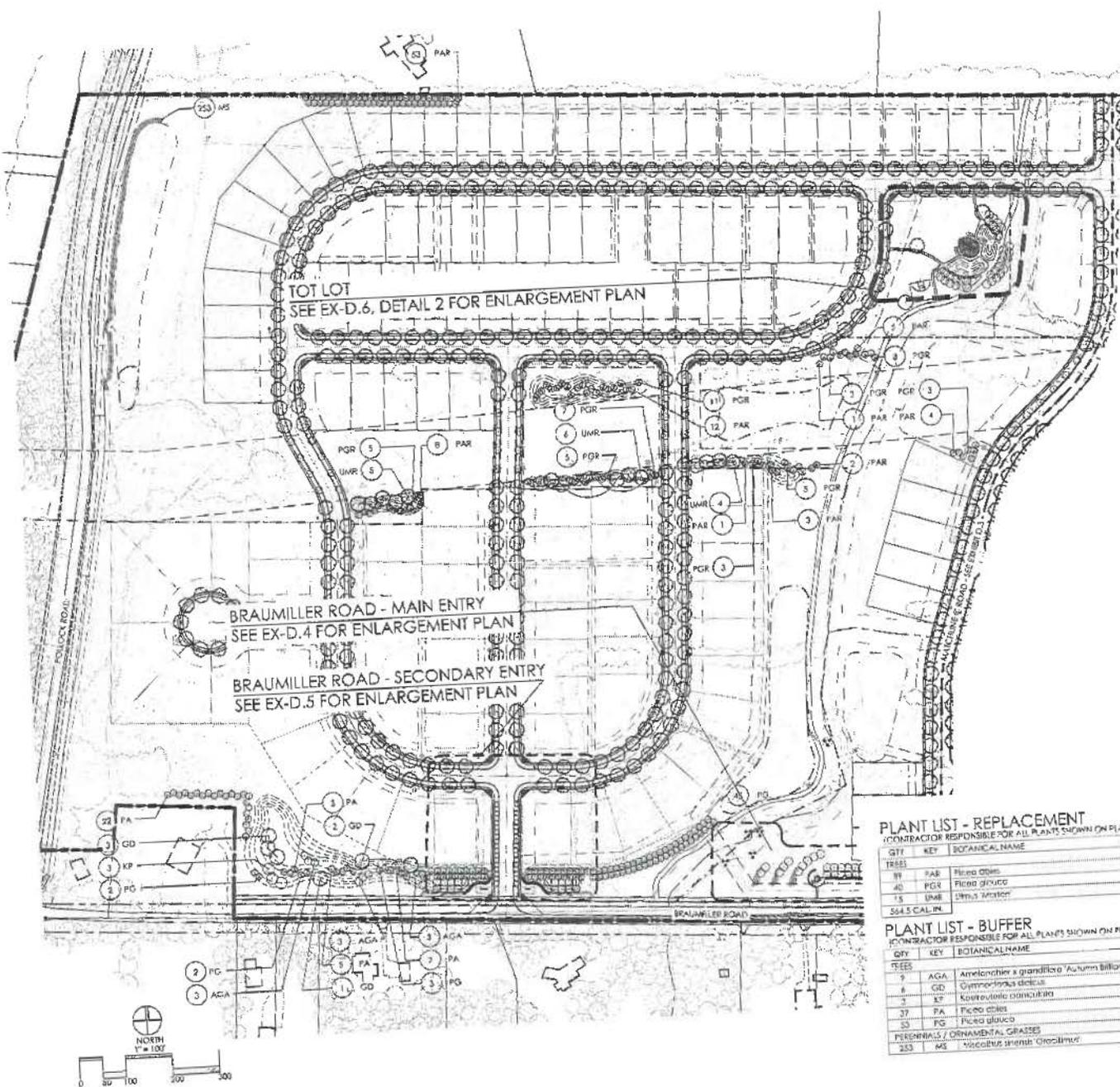
PLAN PREPARED BY

**ADVANCED  
CIVIL DESIGN**

422 Euclid Road  
 Columbus, OH 43202  
 614.443.7700  
 614.443.7702







#### PLANT LIST - REPLACEMENT

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARK
31	PAR	Ficus obesa	NORWAY SPRUCE	4" HT.	5.8	
40	PGR	Ficus gmelini	WHITE SPRUCE	4" HT.	5.8	
15	UMR	Ulmus minor	MORTON OAK	3 1/2" CAL.	6.8	

#### PLANT LIST - BUFFER

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARK
9	AGA	Amelanchier & grandiflora 'Autumn Brilliance'	AUTUMN BRILLIANCE SERVICEBERRY	4" HT.	5.8	CLUMP
6	GD	Cornus florida	KENTUCKY COFFEE TREE	1 1/2" CAL.	5.8	
3	SP	Koeleria paniculata	COLORADO BLUE SPRUCE	8" HT.	5.8	
37	PA	Ficus obesa	NORWAY SPRUCE	8" HT.	5.8	
33	PG	Ficus glauca	WHITE SPRUCE	8" HT.	5.8	
PERENNIALS / ORNAMENTAL GRASSES						
253	MS	Stachys sp. 'Orchidatum'	GRAZING TOLERANT GRASS	NO. 2	CONT.	

#### REVISIONS

NO.	DATE	DESCRIPTION

### BUFFER & SCREENING LANDSCAPE PLAN - WESTERN HALF

STOCKDALE FARMS  
 L.V.H., LLC  
 4875 AVON ROAD  
 DELEW, OH 43015

Paris Planning & Design  
 LAND PLANNING & LANDSCAPE ARCHITECTURE  
 506 N. 4th St. Columbus, OH 43215  
 614.221.1234  
 www.parisplanninganddesign.com

DATE 3/4/2015

PROJECT 15027

EX-D.2

REVISIONS

STOCKDALE FARMS  
Landscape Architecture  
17th Floor  
10000 Rock Road  
Cleveland, OH 44126

Paris Planning & Design  
Landscape Architecture  
17th Floor  
10000 Rock Road  
Cleveland, OH 44126

DATE: 3/4/2015  
PROJECT: 15027

EX-D.3

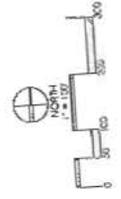
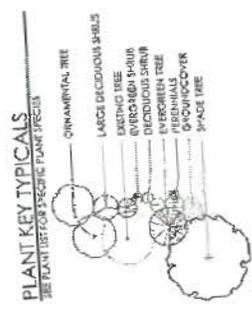


**PLANT LIST - REPLACEMENT**  
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

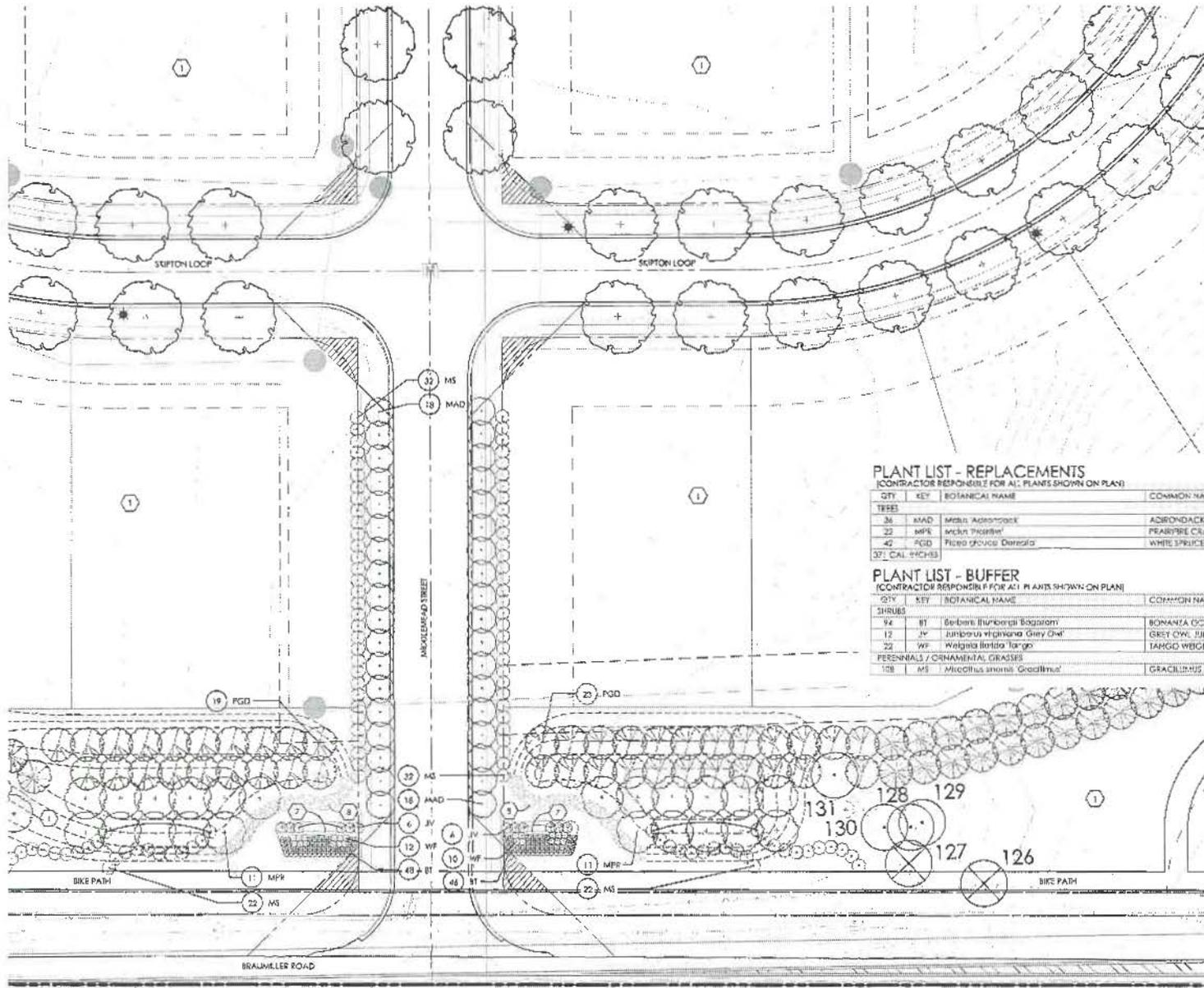
QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	FRAME
				8 FT.	BA3	
				8 FT.	BA3	
				3 1/2" CAL.	BA3	
				3 1/2" CAL.	BA3	
				3 1/2" CAL.	BA3	

**PLANT LIST - BUFFER**  
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

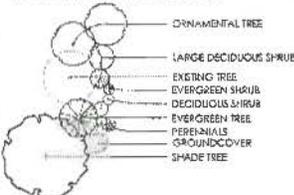
QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	FRAME
				6 FT.	BA3	
				3 1/2" CAL.	BA3	
				3 1/2" CAL.	BA3	
				6 FT.	BA3	
				6 FT.	BA3	







**PLANT KEY TYPICALS**  
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



**CONSTRUCTION NOTES:**

- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES
- 2 NOT USED
- 3 NOT USED
- 4 NOT USED
- 5 NOT USED
- 6 NOT USED
- 7 MAIN ENTRY SIGN, SEE DETAILS 1, 2, & 4, SHEET EX-D.7
- 8 GRANITE COBBLE STONE WALL OF CONCRETE MATERIAL
- 9 NOT USED

**PLANT LIST - REPLACEMENTS**

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARK
36	MAD	SPRUE ACACIOPSIS	ADIRONDACK CRABAPPLE	5/8" CAL.	3.8.8	MATCH FORM
32	MPR	SPRUE THORN	PRAIRIE CRABAPPLE	3/8" CAL.	3.8.8	MATCH FORM
42	PGD	PIEDMONT OREGON	WHITE SPRUCE	8' HT.	3.8.8	

**PLANT LIST - BUFFER**

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARK
94	BT	Berberis thunbergii	BONANZA GOLD BURNING	12" SPR.	COND.	
12	JV	Juniperus virginiana	GREY OWL JUNIPER	18" SPR.	3.8.8	
22	WF	Wolpelia litoralis	TANGO WIGWAG	18" HGT.	COND.	
PERENNIALS / ORNAMENTAL GRASSES						
108	MS	Miscanthus sinensis	GRACILINUS MAIDEN GRASS	NO. 2	COND.	

**REVISIONS**


**BRAUMILLER ROAD  
-SECONDARY ENTRY  
-ENLARGEMENT PLAN**

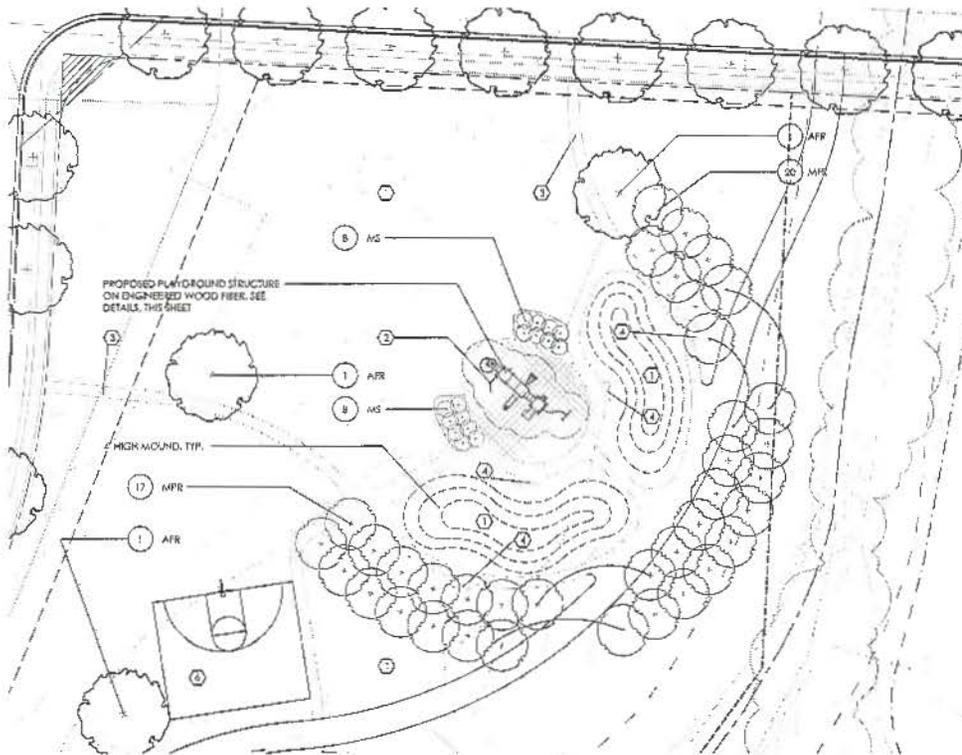
**STOCKDALE FARMS**  
LTH, LLC  
1805 AVENUE ROAD  
PROSPER, TX 75086

**Paris Planning & Design**  
LARRY PARIS  
2418 S. GULFVIEW  
#114 7501544  
www.parisplanning.com  
KAROLINE MCGEE  
COLUMBIA, GA 30429  
548-488  
www.karolineplanning.com

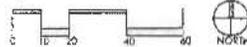
DATE 3/4/2015  
PROJECT 15027  
SHEET

**EX-D.5**





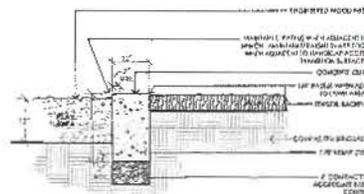
OT LOT ENLARGEMENT PLAN  
SCALE: 1" = 20'



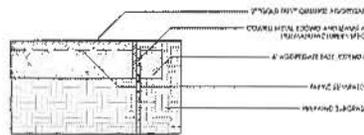
704-90871  
 NET WORK AREA: 5-12  
 PLAYSET AREA: 48' X 28'  
 EQUIPMENT WEIGHT: 4,620 LBS  
 REQUIRED PLAY AREA: 7  
 REQUIRED LEVEL PLAY AREA: 2  
 PLAY AREA: 85-85



PROPOSED PLAYGROUND STRUCTURE  
 OR OWNER APPROVED EQUAL



ENGINEERED WOOD FIBER  
 SCALE: N.T.S.

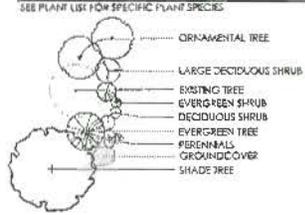


AGGREGATE PAVING WITH METAL EDGE  
 SCALE: N.T.S.

**CONSTRUCTION NOTES:**

- 1 LAWN AREA. PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES
- 2 SAFETY SURFACE AREA. PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES. SEE DETAIL, THIS SHEET
- 3 ASPHALT PATH
- 4 STONE BENCH. SEE DETAIL, SHEET EX-4.4
- 5 SECONDARY SIGN. SEE DETAIL 3 AND 4, SHEET EX-0.7
- 6 ASPHALT BASKETBALL HALF-COURT. HIGH SCHOOL REGULATION SIZE

**PLANT KEY TYPICALS**



**PLANT LIST - REPLACEMENT**

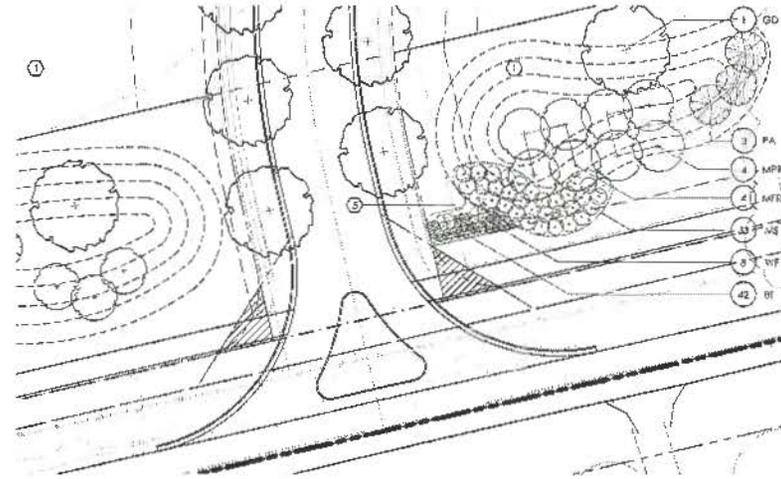
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARK
3	AFR	Adonia bromheadii 'Sirova Glen'	SPRING OVENMABLE	3 1/2' CAL	S&S	
24	AFR	Morus floribunda	JAPANESE CRABAPPLE	3 1/2' CAL	S&S	MATCH FORM
21	MPR	Morus 'Pyrifolia'	PRAIRIE FIRE CRABAPPLE	3 1/2' CAL	S&S	MATCH FORM

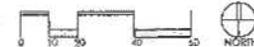
**PLANT LIST - BUFFER**

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARK
1	GD	Gymnocodium siliqua	KENTUCKY COFFEETREE	4 1/2' CAL	S&S	
3	PA	Picea abies	NORWAY SPRUCE	6' Ht.	S&S	
42	BT	Berberis thunbergii 'Eggestrom'	ROMAN GOLD BARBERY	18' SPK.	CONT.	
8	WF	Wigelia florida 'Tango'	TANGO WIGELA	24" HGT.	CONT.	
PERENNIALS / ORNAMENTAL GRASSES						
49	MS	Miscanthus sinensis 'Varegensis'	VAREGATED MAIDEN GRASS	ND, F	CONT.	



1 BRAUMILLER RD - TERTIARY ENTRY ENLARGEMENT PLAN  
 SCALE: 1" = 20'



NO.	DESCRIPTION	DATE

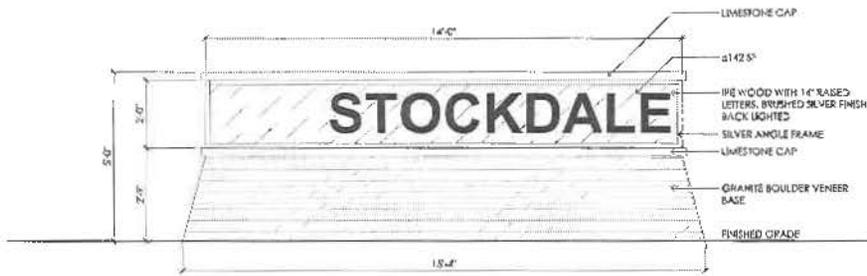
TOT LOT &  
 BRAUMILLER RD  
 TERTIARY ENTRY  
 ENLARGEMENT PLANS

STOCKDALE FARMS  
 LTH, LLC  
 10000 S. 100th St.  
 Omaha, NE 68148

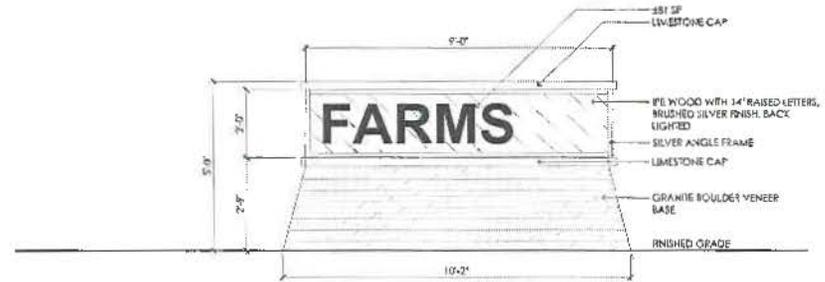
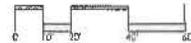
Paris Planning & Design  
 LAND PLANNING • LAYOUT ARCHITECTURE  
 2424 N. 10th Street, Suite 421, Columbus, GA 31906  
 WWW.PARISPLANNINGANDDESIGN.COM

DATE	3/4/2015
PROJECT	15027
SHEET	

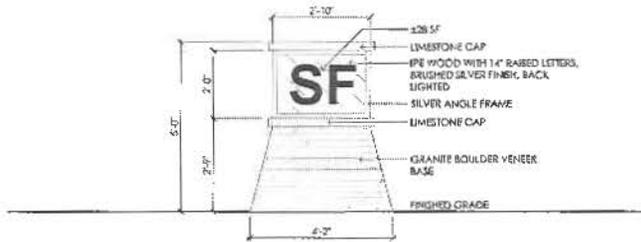
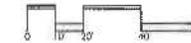
EX-D.6



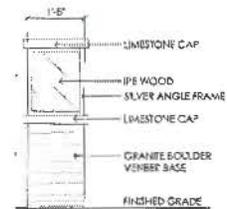
1 BRAUMILLER / POLLOCK ROAD SIGN ELEVATION  
STOCKDALE SIGN  
SCALE: 1"=20'



2 BRAUMILLER / POLLOCK ROAD SIGN ELEVATION  
FARMS SIGN  
SCALE: 1"=20'



3 BRAUMILLER ROAD - SECONDARY ENTRY ELEVATION  
SCALE: 1"=20'

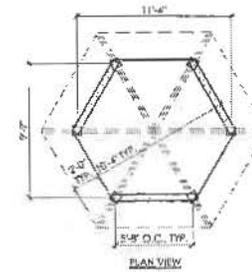


SIDE VIEW



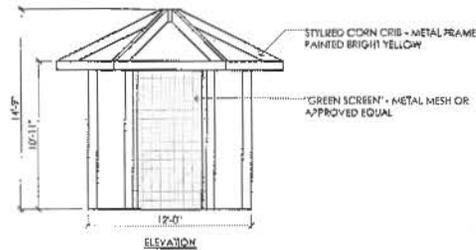
GRANITE COBBLE BASE EXAMPLE  
SCALE: N.T.S.

4 ENTRY SIGN ELEVATION  
SCALE: 1"=20'



PLAN VIEW

\*ACTUAL DIMENSIONS MAY VARY



ELEVATION

5 METAL FRAME STRUCTURE DETAIL  
SCALE: 1"=50'



REVISIONS	

SITE ENTRY ELEVATIONS

STOCKDALE FARMS  
LPH, LLC  
1000 N. 1000 E.  
TOWN OF GORRIS

Harris Planning & Design  
LANDSCAPE ARCHITECT  
2015 PENNSYLVANIA  
9/14/14 487374  
STATE #1  
www.harrisplanning.com

DATE	3/4/2015
PROJECT	15027
SHEET	

EX-D.7

REVISIONS

# TREE PRESERVATION PLAN - WESTERN HALF

## STOCKDALE FARMS

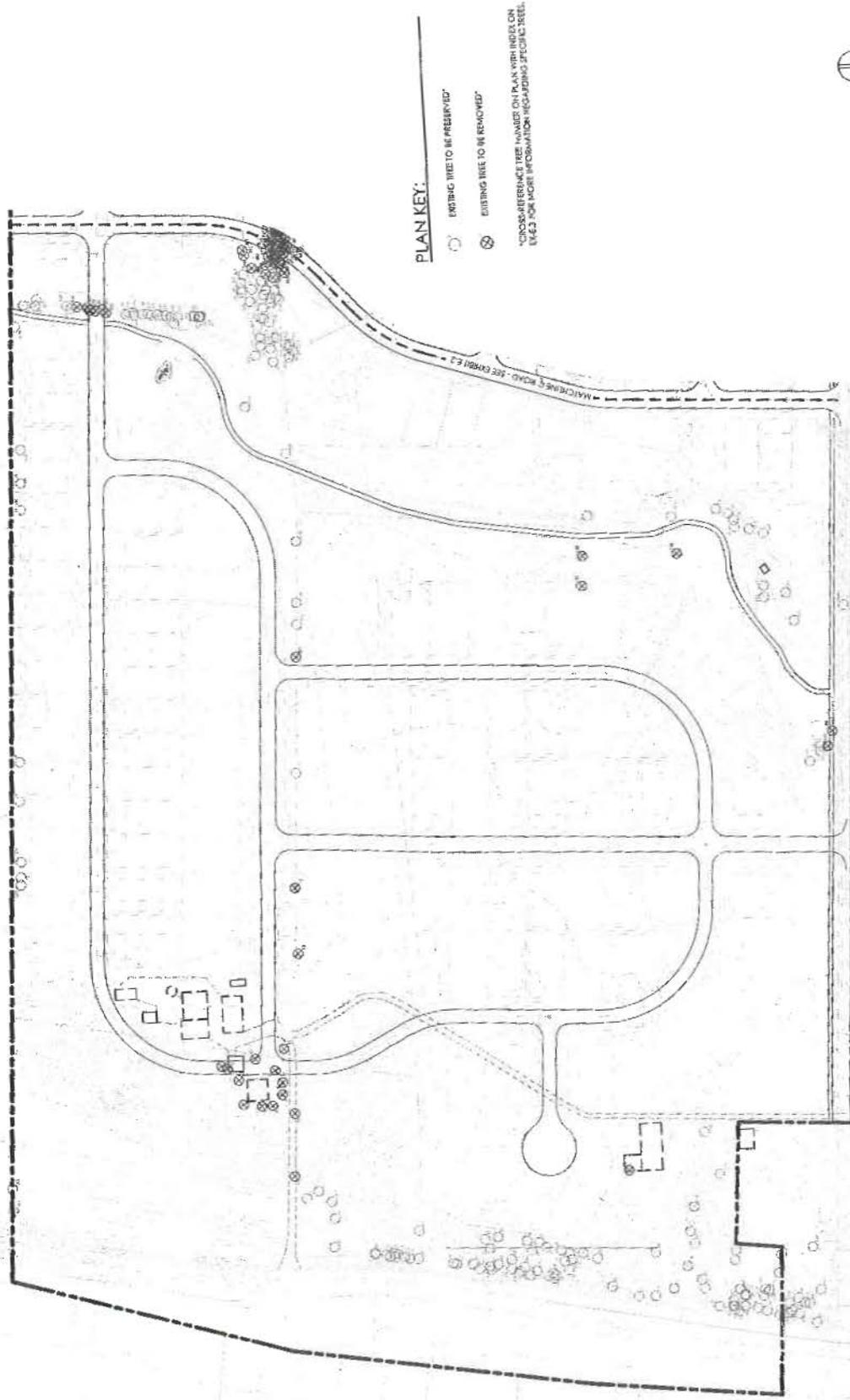
14750 N. 147th Ave  
Lynnwood, WA 98037

### Laris Planning & Design

14750 N. 147th Ave  
Lynnwood, WA 98037

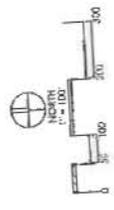
DATE	3/17/2015
PROJECT	15027
SHEET	

# EX-E.1



### PLAN KEY:

- EXISTING TREE TO BE PRESERVED
  - ⊗ EXISTING TREE TO BE REMOVED
- \*CONSULT REFERENCE TREE NUMBER ON PLAN WITH INDEX ON  
 LISTS FOR MORE INFORMATION REGARDING SPECIAL TREE.



REVISIONS

TREE PRESERVATION  
PLAN  
- EASTERN HALF

STOCKDALE FARMS  
LTH, LLC  
15000  
STATE AVENUE ROAD  
BLOOMINGH, OH 43016

Farris Planning & Design  
LANDSCAPE ARCHITECTURE  
2014 E. 12th Street  
COLUMBUS, OH 43206  
614.291.8888  
www.farrisplanning.com

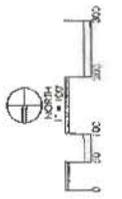
DATE 3/14/2015  
PROJECT 15027  
SHEET

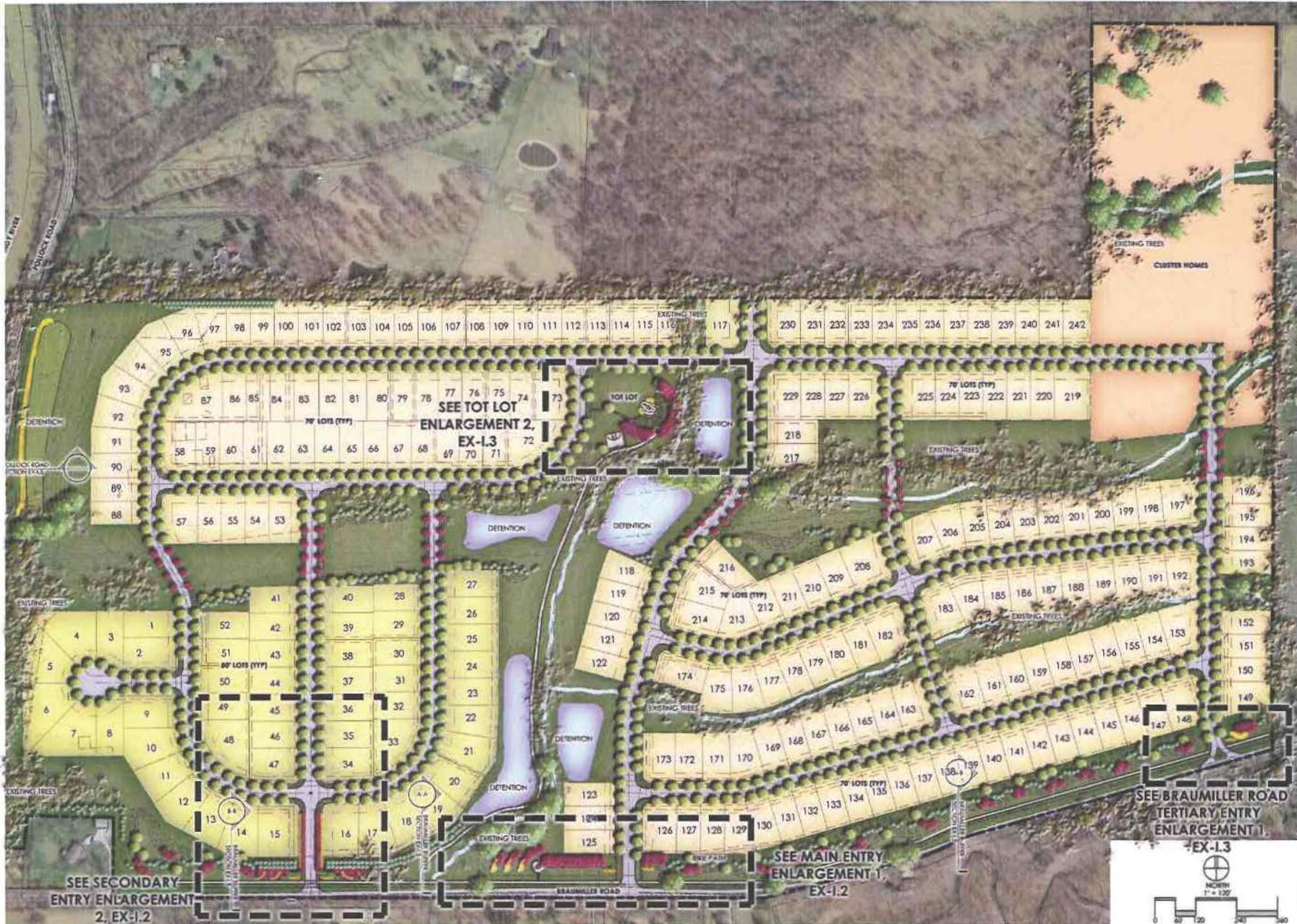
EX-E.2



PLAN KEY:

-  SAMPLE AREA TREE PRESERVE (10,450 SF)
  -  EXISTING TREE TO BE PRESERVED
  -  EXISTING TREE TO BE REMOVED
- \* CROSS REFERENCE TREE NUMBERS ON PLAN WITH INDEX ON BACK FOR MORE INFORMATION REGARDING SPECIFIC TREES.





REVISIONS

ILLUSTRATIVE PLAN

STOCKDALE FARMS

LYH LLC  
 504 LAVER ROAD  
 DEBARK, OH 43015

Fatis Planning & Design  
 1000 W. 10th St., Suite 400  
 Columbus, OH 43260  
 614.291.1111  
 www.fatisplanning.com

DATE	3/4/2015
PROJECT	15027
SHEET	

EX-I.1



REVISIONS


STOCKDALE FARMS  
 LTH, LLC  
 1000 N. AVENUE ROAD  
 COLUMBIA, OH 43019  
 PHONE: 614-881-4444  
 FAX: 614-881-4444  
 WWW: WWW.LTHPLANNING.COM

STOCKDALE FARMS  
 LTH, LLC  
 1000 N. AVENUE ROAD  
 COLUMBIA, OH 43019  
 PHONE: 614-881-4444  
 FAX: 614-881-4444  
 WWW: WWW.LTHPLANNING.COM

Paris Planning & Design  
 LANDSCAPE ARCHITECTS  
 1000 N. AVENUE ROAD  
 COLUMBIA, OH 43019  
 PHONE: 614-881-4444  
 FAX: 614-881-4444  
 WWW: WWW.PPPDESIGN.COM

DATE	3/1/2013
PROJECT	15027
SHEET	

EX-1.2



1 BRAUMILLER ROAD - PRIMARY ENTRY  
 SCALE: 1" = 30'

2 BRAUMILLER ROAD - SECONDARY ENTRY  
 SCALE: 1" = 30'

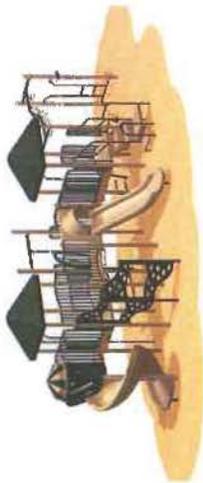


2 BRAUMILLER ROAD - SECONDARY ENTRY  
 SCALE: 1" = 30'

2 BRAUMILLER ROAD - SECONDARY ENTRY  
 SCALE: 1" = 30'



OT LOT ENLARGEMENT PLAN  
SCALE: 1" = 20'



704-50373  
 10800 W. 52nd St.  
 Suite 100  
 Overland Park, KS 66204  
 LEARNER PLAY STRUCTURE 7  
 APPROVED PLAY MATERIALS 1  
 FOR MORE DETAILS: 888-888-8888



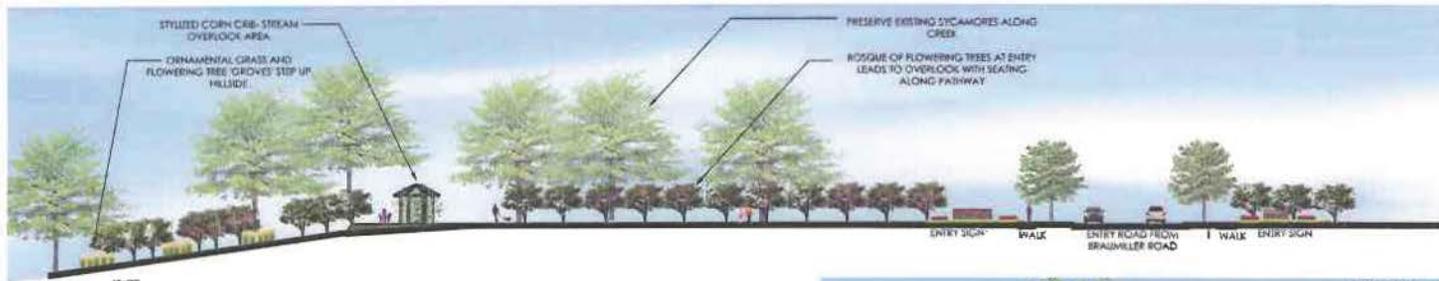
PROPOSED PLAYGROUND STRUCTURE  
 OR OWNER APPROVED EQUIVAL



1 BRAUMILLER RD - TERTIARY ENTRY  
 SCALE: 1" = 10'



REVISIONS	TOT LOT AND BRAUMILLER ROAD TERTIARY ENTRY ENLARGEMENTS	STOCKDALE FARMS LTH, LLC 5095 ALBERT ROAD DIXIE, MO 64516	Paris Planning & Design Landscape Architecture 1011 S. 10th St. Suite 101 Columbia, MO 65201 www.parisplanning.com Phone: 646-471-1144	DATE: 3/4/2015	PROJECT: 15027	SHEET:	EX-I.3
-----------	--	--	--	----------------	----------------	--------	--------



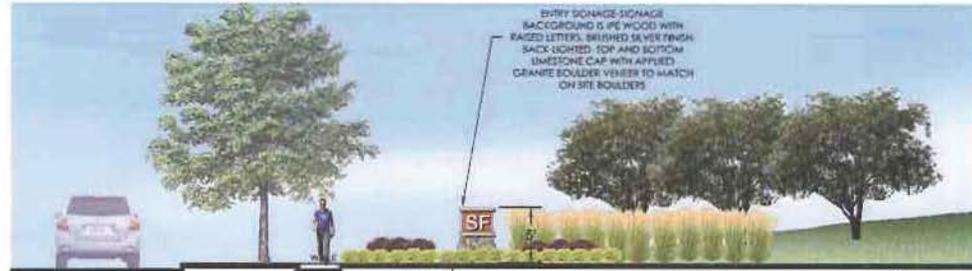
IN ENTRY FROM BRAUMILLER ROAD



BENCH EXAMPLE



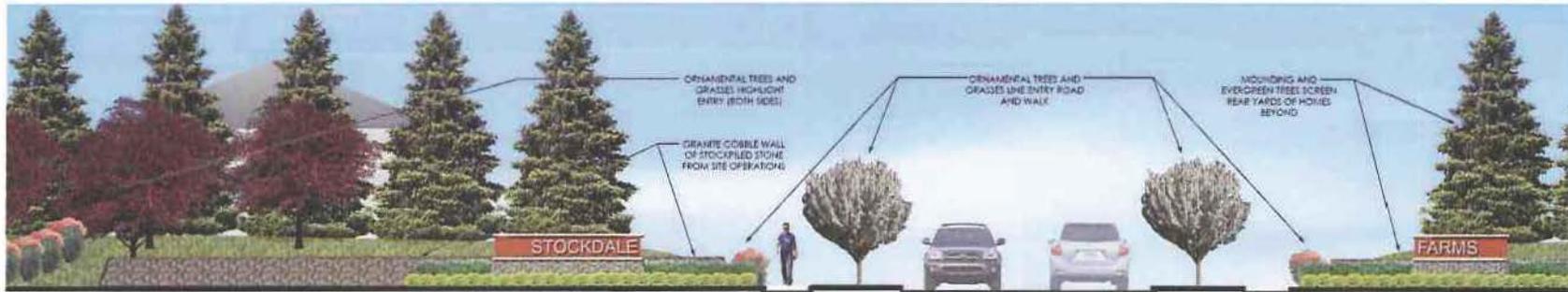
GRANITE BOULDER VENEER EXAMPLE



TERTIARY ENTRY FROM BRAUMILLER ROAD



ENTRY TYP. DETAILS



SECONDARY ENTRY FROM BRAUMILLER ROAD

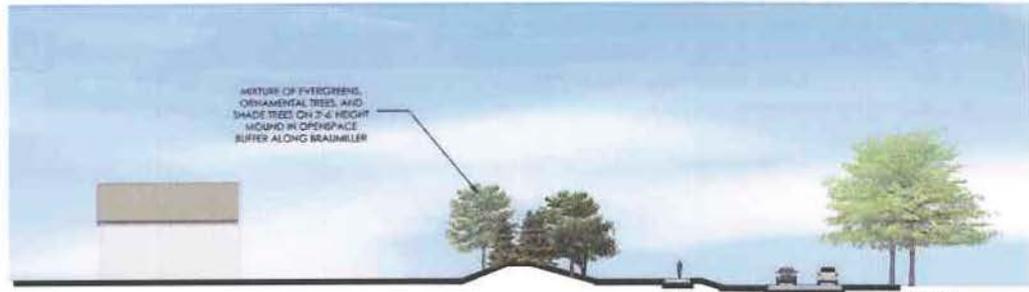
REVISIONS	

PROPOSED ENTRY ELEVATIONS AND CHARACTER

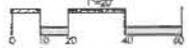
STOCKDALE FARMS  
 a subsidiary of  
 LTH, LLC  
 5655 AVENUE ROAD  
 DUBLIN, OH 43016

Faris Planning & Design  
 LANDSCAPE ARCHITECTURE  
 314 W. 10TH ST.  
 COLUMBUS, OH 43260  
 614.462.1511  
 www.farisplanninganddesign.com

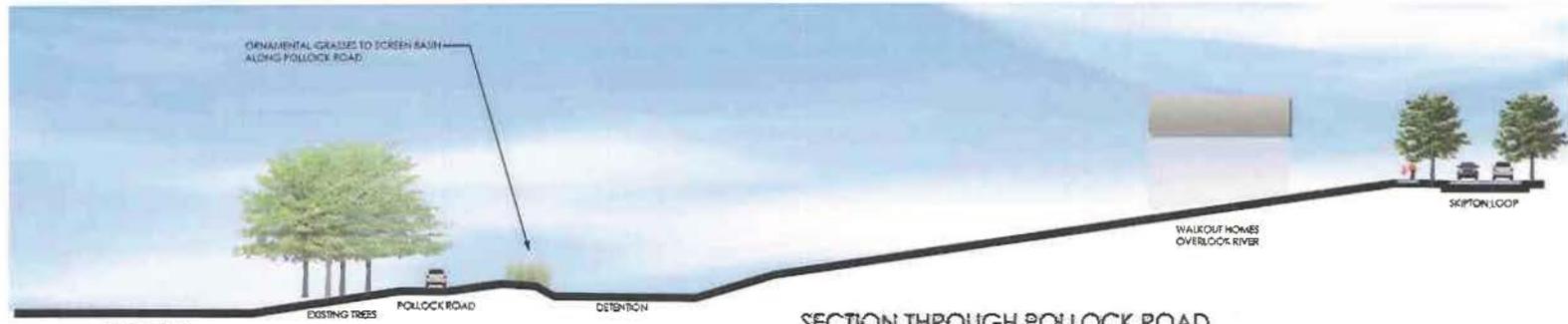
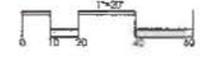
DATE	3/4/2015
PROJECT	15027
SHEET	
EX-I.4	



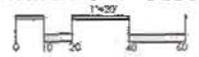
SECTION BB THROUGH BRAUMILLER ROAD



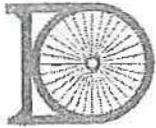
SECTION AA THROUGH BRAUMILLER ROAD



SECTION THROUGH POLLOCK ROAD



REVISIONS	
PROPOSED BUFFER SECTIONS	
STOCKDALE FARMS	
<small>DESIGNED BY</small> LYL, LLC <small>280 AVON ROAD          FOSTON, OH 44131</small>	
<small>LAND PLANNING</small> <b>Paris Planning &amp; Design</b> <small>LANDSCAPE ARCHITECTURE</small> 2538 E. 14th St. Columbus, OH 43219 614.441.1852 www.parisplanninganddesign.com	
DATE	3/4/2015
PROJECT	16027
SHEET	
EX-1.5	



**CITY OF DELAWARE, OHIO  
PLANNING & COMMUNITY DEVELOPMENT  
MASTER APPLICATION FORM**

APDP  
1



Project # \_\_\_\_\_

Case # 2015-0335

2015-0335-APP/

Planning Commission

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Amended Final Development Plan                  | <input type="checkbox"/> Final Development Plan Extension | <input type="checkbox"/> Substitution of a Non-Conforming Use             |
| <input type="checkbox"/> Amended Final Subdivision Plat                  | <input type="checkbox"/> Final Subdivision Plat           | <input type="checkbox"/> Vacation-Alley                                   |
| <input checked="" type="checkbox"/> Amended Preliminary Development Plan | <input type="checkbox"/> Final Subdivision Plat Extension | <input type="checkbox"/> Vacation-Easement                                |
| <input checked="" type="checkbox"/> Amended Preliminary Subdivision Plat | <input type="checkbox"/> Floodplain Permit                | <input type="checkbox"/> Vacation-Street                                  |
| <input type="checkbox"/> Annexation Review                               | <input type="checkbox"/> Lot Split                        | <b>Board of Zoning Appeals</b>  |
| <input type="checkbox"/> Combined Preliminary & Final Development Plan   | <input type="checkbox"/> Pre-annexation Agreement         | <input type="checkbox"/> Appeal Administrative Decision or Interpretation |
| <input type="checkbox"/> Comprehensive Plan Amendment                    | <input type="checkbox"/> Preliminary Development Plan     | <input type="checkbox"/> Conditional Use Permit                           |
| <input type="checkbox"/> Concept Plan                                    | <input type="checkbox"/> Preliminary Dev Plan Extension   | <input type="checkbox"/> Substitution of Equal or Less Non-Conforming Use |
| <input type="checkbox"/> Conditional Use Permit                          | <input type="checkbox"/> Preliminary Sub Plat             | <input type="checkbox"/> Variance   |
| <input type="checkbox"/> Determination of Similar Use                    | <input type="checkbox"/> Preliminary Sub Plat Extension   |   |
| <input type="checkbox"/> Development Plan Exemption                      | <input type="checkbox"/> Rezoning                         |   |
| <input type="checkbox"/> Final Development Plan                          | <input type="checkbox"/> Subdivision Variance             |   |

Subdivision/Project Name Stockdale Farms Address 2483 Pollock Road, Delaware, OH 43015

Acreage 158.3 Square Footage \_\_\_\_\_ Number of Lots 320 Number of Units \_\_\_\_\_

Zoning District/Land Use R-2 PMU Proposed Zoning/Land Use R-2 PMU Parcel # 41914002025000  
41914002024000  
41913001014000

Applicant Name Mark Inks Contact Person \_\_\_\_\_

Applicant Address 5695 Avery Rd., Dublin, OH 43016

Phone (614) 980-3468 Fax \_\_\_\_\_ E-mail mark@nprimirealestate.com

Owner Name LYH, LLC Contact Person Mark Inks

Owner Address 7221 Pineville Matthews Rd, Suite 60, Charlotte, NC 28226

Phone (614) 980-3468 Fax \_\_\_\_\_ E-mail mark@nprimirealestate.com

Engineer/Architect/Attorney Advanced Civil Design Contact Person David Denniston

Address 422 Beecher Rd., Gahanna, OH 43230

Phone (614) 944-5088 Fax (614) 428-7755 E-mail ddenniston@advancedcivildesign.com

The undersigned, do hereby verify the truth and correctness of all facts and information presented with this application and authorize field inspections by City Staff.

Owner Signature

Owner Printed Name

Mark Inks  
Agent Signature

MARK INKS  
Agent Printed Name

Sworn to before me and subscribed in my presence this 2nd day of March, 2015



**RHONDA S. LEHMAN**  
Notary Public, State of Ohio  
My Commission Expires  
10/14/2017

Rhonda S. Lehman  
Notary Public

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.: 14**

**DATE: 4/13/15**

**PUBLIC HEARING: NO**

**READING: FIRST**

**ORDINANCE NO.: 15-35**

**RESOLUTION NO.:**

**DESCRIPTION: AN ORDINANCE APPROVING AN AMENDED PRELIMINARY SUBDIVISION PLAT FOR LYH, LLC FOR STOCKDALE FARMS CONSISTING OF 320 SINGLE FAMILY UNITS ON 158.2 ACRES ZONED R-2 PMU (ONE FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS.**

**DEPARTMENT AFFECTED:  
Planning Department**

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**

**FUND SOURCES:**

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:  
Planning Commission**

**RECOMMENDATION:  
Approval**

**VOTE:  
7-0  
MEETING DATE: 4/1/15**

**STAFF RECOMMENDATION:  
Approval at the first reading**

**PRESENTER:  
Dave Efland, Planning Director**

#### **SUMMARY OF ITEM:**

The Stockdale Farms development was originally proposed by Toll Brothers, a nationwide custom home builder. In August of 2003, a Preliminary Development Plan and Preliminary Subdivision Plat were approved by City Council for 387 units (an overall density of 2.47 dwelling units per acre). In 2004 and 2005, both the Planning Commission and City Council approved one year extensions to prevent the approved plan and plat from expiring. Since the original approval and subsequent expirations, Toll Brothers, for various reasons, left the central Ohio market and thereby abandoned the Stockdale Farms project. In 2005, an Applicant approached Staff regarding the possibility of undertaking a new plan with several modifications and received approval to allow 370 single family units for a density of 2.34 units per acre. The developer received five extensions of the amended plan and plats over the years until April 2014 when City Council approved a rezoning to allow a PMU (Planned Mixed Use Overlay District), a Conditional Use Permit, a Preliminary Development Plan and a Preliminary Subdivision Plat to allow 323 single-family units on approximately 158.3 acres for a density of 2.04 units per acre for a revised layout because of the housing market demands and changes in City policies, plans and development requirements since the early 2000's. In August 2014, City Council approved a Final Development Plan and Final Subdivision Plat for Phase 1 of the aforementioned revised plan. Now the applicant is proposing another revision to the layout primarily because of access and grading issues which yield 320 single family units on approximately 158.3 acres for a density of 2.02 units per acre. The overall layout is similar to the previous approved plan in 2014 while eliminating access from Pollock Road and reducing the number of single family units by 3. Since the original approval in 2003, the number of single family units has been reduced by 67 with all the revisions to the site plan over the years.

The proposed plan has 320 single family units (on larger than typical subdivision lots) which would yield 3 less units than the currently approved plan in 2014 (2.02 dwelling units per acre). More specifically, the 242 single family lots would be divided into 190 single family lots on 70 foot wide lots and 52 single family lots on 80 foot wide lots with minimum depths of 150 feet which yields 10,500 and 12,000 square feet lots respectively. Single-family homes will have a minimum square footage of 1,800 (ranch) to 2,000 (two-story) square feet plus 200 square feet per bedroom in excess of 2 bedrooms. There would be 78 cluster homes on 19.7 acres on the extreme northeastern portion of the site which is the same as the current approved plan. As with the last approved plan in 2014, all the condominium units would be eliminated in this proposal. Of note, the accompanying PMU zoning text was modeled after the approved Terra Alta development which is located just north of the subject site and has similar high quality development standards.

The proposed development would have three curb cuts on Braumiller Road which is a Township Road while the curb cut on Pollock Road has been eliminated as approved on the 2014 current plan. Pollock Road, which is a two lane road providing a scenic drive along the tree lines and ravines of the Olentangy River, would be preserved in its current state. The internal street network would be the typical double loaded residential streets that would have to comply with the minimum engineering requirements and be interconnected with only one cul-de-sac which allows for easy access for residents and emergency vehicles. The site would be serviced by City sanitary and water that would have to be extended to the site by the developer.

The site is characterized by natural and manmade features which ultimately derives the layout of the development. A stream bisects the site in a north/south orientation with two smaller branches that extend to the east and the proposed plan is sensitive to the existing

streams located on the property and minimizes the grading to preserve the natural topography which is unique to the site. A 150 foot wide transmission easement bisects the site in an east/west orientation that creates a physical barrier and is the location of most of the parkland and open space. The site has 49.99 acres (just over 31.5%) of open space and parkland (32.60 acres or approximately 20.5% of open space and 17.39 acres or approximately 11.0% of parkland) which exceeds minimum base zoning code requirements. The applicant has submitted a comprehensive landscaping plan that includes street trees, perimeter landscaping and park and open space landscaping which exceeds the minimum zoning standards. A bike path/pedestrian route along the north/south stream bed and along the north side of Braumiller Road are proposed which are important pathways in the Bikeway Master Plan. Approximately 44% of the trees would be preserved and the developer has agreed to pay a \$500 fee for each single family lot and a \$200 fee for each cluster home unit to achieve compliance with the Tree Preservation Regulations in Chapter 1168.

The applicant has provided a preliminary phasing plan which indicates the site would be developed from west to east and south to north. Phase I would be located in the southwest quadrant with access from Braumiller Road and Phase 2 would be located just north of Phase 1. A second access point to the subdivision along Braumiller Road would be required after 52 lots (during Phase 2 per submitted plans) or per the City Engineer for safety considerations. Phase 3 would be located in the southeast quadrant just east of the main north/south road that accesses Braumiller Road and Phase 4 would be located just north of Phase 3. Phase 5, which would consist of the cluster homes, would be located on the extreme northeastern portion of the site.

Both Staff and the Planning Commission recommend approval of the Amended Preliminary Subdivision Plat with the documented conditions.

**ATTACHMENTS:**

**COUNCIL NOTES:**

ORDINANCE NO. 15-35

AN ORDINANCE APPROVING AN AMENDED PRELIMINARY SUBDIVISION PLAT FOR LYH, LLC FOR STOCKDALE FARMS CONSISTING OF 320 SINGLE FAMILY UNITS ON 158.2 ACRES ZONED R-2 PMU (ONE FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS.

WHEREAS, the Planning Commission at its meeting of April 1, 2015 recommended approval of an Amended Preliminary Subdivision Plat for LYH, LLC for Stockdale Farms consisting of 320 single family units on 158.2 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads (2015-0336), and

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

SECTION 1. That the Amended Preliminary Subdivision Plat for LYH, LLC for Stockdale Farms consisting of 320 single family units on 158.2 acres zoned R-2 PMU (One Family Residential District with a Planned Mixed Use Overlay District) located at the northeast corner of Braumiller and Pollock Roads, be the same and is hereby confirmed, approved, and accepted with the following conditions:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department. In addition, County Engineer's approval would be required for roadway and storm water issues that are located within their jurisdiction.
2. All the streets shall achieve compliance with the minimum radii requirements or per the City Engineer.
3. All public utilities shall be extended to stub to the adjacent property lines and appropriate phases within the development.
4. The developer shall be responsible for any improvements and/or financial obligations of the traffic impact study per the City Engineer and/or County Engineer.
5. The main north/south entrance road from Braumiller Road shall be constructed before the 53rd lot is developed (building permit approval) which is Phase 2 per submitted Preliminary Development Plan.

6. A \$1,000 per dwelling unit transportation contribution fee shall be collected with each building permit for needed area transportation improvements.
7. The off-site stormwater improvements shall comply with the minimum City and County regulations.
8. The proposed bike path along Braumiller Road and along the stream bed shall be installed per City requirements within an easement dedicated to the City and shall be maintained by the Homeowner's Association. The bike path along the stream bed shall be constructed prior to or concurrent with Phase 2 of the development
9. Sidewalks shall be provided on both sides of all public streets. Sidewalks are not required to be extended along Pollock Road due to topographic and area considerations that make a pedestrian connection along Pollock infeasible. However, at least one sidewalk shall be extended to Pollock Road to provide a connection to the river parkland.
10. The lots and houses shall comply with the minimum bulk and setback requirements in the approved development text.
11. The single family houses shall comply with the minimum architectural standards in the approved development text and per applicable sections of the current zoning code.
12. A minimum 3-6 foot high mound with landscaping shall be located along Braumiller Road.
13. The maintenance of all mounds, landscaping and amenities in the parkland and open space areas shall be the responsibility of the Homeowner's Association with an easement to the City dedicating them open to the public. In addition, all evergreen trees shall be a minimum 6 foot high at installation and the deciduous trees shall be a minimum 1.75 inch caliper.
14. Landscaping shall be installed adjacent to the proposed detention basin along Pollock Road.
15. All landscape plans shall be submitted, reviewed and approved by the Shade Tree Commission.
16. The 4.06 acre open space along the Olentangy River shall be dedicated to the City with Phase 1 of the Final Subdivision Plat.
17. For each single family house, a \$500 fee shall be paid for each single-family lot at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations.
18. For each cluster home unit, \$200 fee shall be paid for each cluster home unit at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations.
19. The 1.85 acre tot lot shall be graded relatively flat to be a usable play area (soccer, baseball, football fields).
20. The street lighting plan shall be submitted, reviewed and approved by the Chief Building Official achieves compliance with all zoning requirements prior to construction drawing approval.
21. A comprehensive sign plan with all permanent and temporary signage

including all public opens spaces shall be submitted reviewed and approved prior construction drawing approval.

22. The proposed phasing of the development shall be reviewed by staff to ensure roadway connectivity for Phase 1.

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

VOTE ON RULE SUSPENSION:

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

PASSED: \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
MAYOR

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.:** 15

**DATE:** 4/13/15

**PUBLIC HEARING:** NO

**READING:** FIRST

**ORDINANCE NO.:** 15-36

**RESOLUTION NO.:**

**DESCRIPTION:** AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE ADDITIONAL FUNDING FOR VARIOUS UTILITY FUND CAPITAL IMPROVEMENT PROJECTS, AND DECLARING AN EMERGENCY.

**DEPARTMENT AFFECTED:**  
Public Utilities

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

<b>COST:</b>	<b>FUND SOURCES:</b>	<b>BUDGETED:</b>
\$236,000 – Park Ave. Water Line	Water Construction	\$424,000
\$54,350 – Sawmill Parkway Water Line	Water Capacity	\$237,650
\$134,350 – Sawmill Parkway Sanitary Sewer	Sewer Capacity	\$247,650

**RECOMMENDATIONS**

**COMMITTEE:**

**RECOMMENDATION:**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**  
Approval

**PRESENTER:** Brad Stanton, Public Utilities Director  
Dean Stelzer, Finance Director

**SUMMARY OF ITEM:**

This ordinance will allow for additional funding for the following utility projects:

1. **Park Avenue Water Line** - The Public Utilities Park Avenue project was originally scheduled for construction in 2014 consisting of replacing the existing 12-inch water line from South Washington Street to South Liberty Street. The scope of the project has since been increased to replace the water line from South Washington to Curtis Street. Additional water line failures on Park Avenue and staying ahead of the Public Works resurfacing schedule for Park Avenue facilitated the change in scope. The additional funding will also allow for the necessary inspection and construction administration services for the project.

2. **Sawmill Parkway Water Line** - The Public Utilities Sawmill Parkway project was originally scheduled for construction in 2014 consisting of installing 740 feet of 16-inch water line from its current terminus at NABI to the west along the Sawmill Parkway alignment. The scope of the project has been increased to install 915 feet of 8-inch water line on Innovation Court. The additional funding will also allow for the necessary inspection and construction administration services for the project.

3. **Sawmill Parkway Sewer** - The Public Utilities Sawmill Parkway sanitary sewer project was originally scheduled for construction in 2014 consisting of installing 520 feet of 24-inch sanitary sewer from its current terminus at NABI to the west along the Sawmill Parkway alignment. The scope of the project has been increased to install 985 feet of 8-inch sanitary sewer line on Innovation Court. The additional funding will also allow for the necessary inspection and construction administration services for the project.

**ATTACHMENTS:**

**COUNCIL NOTES:**

ORDINANCE NO. 15-36

AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE ADDITIONAL FUNDING FOR VARIOUS UTILITY FUND CAPITAL IMPROVEMENT PROJECTS, AND DECLARING AN EMERGENCY.

WHEREAS, in October of last year the City's Capital Improvement Plan was approved by City Council and included several utility water and sewer improvements, and

WHEREAS, the scope of three projects has changed since adoption of the capital plan, and

WHEREAS, in order to move forward with completion of the projects the appropriation amount for 2015 needs to be increased.

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

SECTION 1. That there is hereby appropriated from the unencumbered balance of the Water Construction Fund \$236,000 increasing the following account:

Park Avenue Water Line	(531-5323-5557)	\$236,000
------------------------	-----------------	-----------

SECTION 2. That there is hereby appropriated from the unencumbered balance of the Water Capacity Improvement Fund \$54,350 increasing the following account:

Sawmill Parkway Water Line	(536-5316-5535)	\$ 54,350
----------------------------	-----------------	-----------

SECTION 3. That there is hereby appropriated from the unencumbered balance of the Sewer Capacity Fee Fund \$134,350 increasing the following account:

Sawmill Parkway Sewer	(546-5466-5537)	\$134,350
-----------------------	-----------------	-----------

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

SECTION 5. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City and for the further reason to provide for the timely completion of the various utility improvement projects, and as such will be in full force and be in effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

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

EMERGENCY CLAUSE:

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

PASSED: \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
MAYOR

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.: 16**

**DATE: 4/13/15**

**PUBLIC HEARING: NO**

**READING: FIRST**

**ORDINANCE NO.: 15-37**

**RESOLUTION NO.:**

**DESCRIPTION:** AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING TO COMPLETE THE PARK LEVY IMPROVEMENTS, AND DECLARING AN EMERGENCY.

**DEPARTMENT AFFECTED:**  
**Parks and Natural Resources**

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**

Park Asphalt Projects (233-0233-5522) - \$144,319  
Park Seal Coating Projects (233-0233-5523) - \$ 44,544  
Park Irrigation (233-0233-5525) - \$286,000  
Parks General Construction - (233-0233-5527) \$198,763  
Dog Park - (233-0233-5528) - \$ 22,546  
Drainage & Excavation - (233-0233-5529) - \$ 42,500  
Misc. Park Improvements- (233-0233-5530) - \$ 43,285

**FUND SOURCES:**

**Park Levy Funds**

**BUDGETED:**

**Yes**

**RECOMMENDATIONS**

**COMMITTEE:**

**PRAB**

**RECOMMENDATION:**

**YES**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**

**PRESENTER:** Dan Whited, Public Service Director & Interim Parks and Natural Resources Director

**SUMMARY OF ITEM:**

This ordinance provides continued funding for parks levy improvements identified by the Park Levy Sub-Committee and the Parks and Recreation Advisory Board.

The improvements include park paving, lot and court sealing, irrigation, dog park improvements, and general construction, drainage, excavation and miscellaneous park improvements. All of the fees are continued from 2014 and are consistent with the Parks Levy Budget Smartsheet data and other information previously provided to City Council. There are no additional costs included. Costs for improvements at Veterans Park were previously appropriated and thus not included here.

**ATTACHMENTS:**

**COUNCIL NOTES:**

ORDINANCE NO. 15-37

AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING TO COMPLETE THE PARK LEVY IMPROVEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, in 2014 the City appropriated up to \$3,800,000 for completion of the various park improvements funded by the 2008 Park Improvement Tax Levy, and

WHEREAS, a few of the approved projects were completed in 2014, several got under contract but were not completed, and the remaining projects did not get started in 2014, and

WHEREAS, a supplemental appropriation is necessary to re-appropriate funds in 2015 for the remaining park levy improvements.

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

SECTION 1. That there is hereby appropriated from the unencumbered balance of the Recreation Facilities Income Tax Fund \$781,957 increasing the following account:

Park Asphalt Projects	(233-0233-5522)	\$144,319
Park Seal Coating Projects	(233-0233-5523)	\$ 44,544
Park Irrigation	(233-0233-5525)	\$286,000
Parks General Construction	(233-0233-5527)	\$198,763
Dog Park	(233-0233-5528)	\$ 22,546
Drainage & Excavation	(233-0233-5529)	\$ 42,500
Misc. Park Improvements	(233-0233-5530)	\$ 43,285

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

SECTION 3. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City and for the further reason to provide for the timely completion of the various park improvement projects, and as such will be in full force and be in effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

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

EMERGENCY CLAUSE:

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

PASSED: \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
MAYOR

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.: 17**

**DATE: 4/13/15**

**PUBLIC HEARING: NO**

**READING: FIRST**

**ORDINANCE NO.: 15-38**

**RESOLUTION NO.:**

**DESCRIPTION: AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING FOR THE US 36/SR 37 AND GLENN ROAD INTERSECTION IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.**

**DEPARTMENT AFFECTED:  
Finance Department**

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:  
\$2,000,000**

**FUND SOURCES:  
Glenn Road North Fund NO  
498-4980-5560**

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:**

**RECOMMENDATION:**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**

**PRESENTER: Dean Stelzer, Finance Director**

**SUMMARY OF ITEM:**

**Ordinance 15-20 was approved by City Council on February 23, 2015 authorizing the issuance of \$2,000,000 in general obligation bonds to be utilized for road improvements at the intersection of Glenn Road and US 36/SR 37. Bids were recently in solicited for the construction of the project with the low bid coming in at \$1,749,067.70. Other project costs include final right of way and easement documenttton, utility relocation and construction engineering services.**

**ATTACHMENTS:**

**COUNCIL NOTES:**

ORDINANCE NO. 15-38

AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING FOR THE US 36/SR 37 AND GLENN ROAD INTERSECTION IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance 15-20 was approved by City Council on February 23, 2015 authorizing the issuance of \$2,000,000 in general obligation bonds to be utilized for road improvements at the intersection of Glenn Road and US 36/SR 37, and

WHEREAS, this project has been bid by the City and is awaiting closing on the bond issue to enter into a construction contract, and

WHEREAS, a supplemental appropriation is necessary to appropriate the expenditures related to this project.

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

SECTION 1. That there is hereby appropriated from the unencumbered balance of the Glenn Road North Fund \$2,000,000 increasing the following account:

Glenn Rd North Intersection (498-4980-5560)	\$2,000,000
---	-------------

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

SECTION 3. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City and for the further reason to provide for the timely award of construction contracts for the Glenn Road North Intersection project, and as such will be in full force and be in effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

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

EMERGENCY CLAUSE:

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

PASSED: \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
MAYOR

**DELAWARE CITY COUNCIL FACT SHEET**

**ITEM NO.:** 18

**DATE:** 4/13/15

**PUBLIC HEARING:** NO

**READING:** FIRST

**ORDINANCE NO.:** 15-39

**RESOLUTION NO.:**

**DESCRIPTION:** AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING TO CONSTRUCT VETERANS PLAZA.

**DEPARTMENT AFFECTED:**  
CMO

**GROUP AFFECTED:**  
Veterans Plaza Funding

**FINANCIAL INFORMATION**

**COST:**  
\$500,000

**FUND SOURCES:**  
Captial Impr Fund

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:**

**RECOMMENDATION:**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**  
Approval

**PRESENTER:** Jackie Walker, Assistant City Manager

**SUMMARY OF ITEM:** The City of Delaware has been awarded \$320,000 grant from the state and the expenditures were not include in the 2015 budget. The Citizens' Committee has raised over \$120,000 in donations thus far for the completion of the project. Since the fundraising has not completed yet, we are budgeting slightly more in order to account for any additional funds raised.

**ATTACHMENTS:**

**COUNCIL NOTES:**

ORDINANCE NO. 15-39

AN ORDINANCE SUPPLEMENTING THE 2015  
APPROPRIATIONS ORDINANCE TO PROVIDE  
FUNDING TO CONSTRUCT VETERANS PLAZA.

WHEREAS, the State of Ohio provides financial grants for the construction of projects in the State of Ohio, and

WHEREAS, the City of Delaware applied for and received approval to design and construct a memorial plaza to honor the military veterans of Delaware County, and

WHEREAS, the grant agreement was recently authorized in the amount of \$320,000 immediately available for the project, and

WHEREAS, City costs for the grant portion of the project are 100% reimbursable up to the full amount of the available grant funding, and

WHEREAS, fundraising efforts thus far have amassed over \$122,000 which is being administered by the Delaware Community Foundation, and

WHEREAS, the cost to complete the project is estimated at \$445,000. However, as additional funds are received, additional amenities and upgrades will be incorporated into the project up to approximately \$500,000, and

WHEREAS, a supplemental appropriation will be necessary to add the Veterans Plaza project to the 2015 budget.

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

SECTION 1. That there is hereby appropriated from the unencumbered balance of the Capital Improvement Fund \$500,000 increasing the following account:

Veterans Plaza	(410-4113-5600)	\$500,000
----------------	-----------------	-----------

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

VOTE ON RULE SUSPENSION:

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

PASSED: \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
MAYOR

**DELAWARE CITY COUNCIL FACT SHEET**

ITEM NO.: 19

DATE: 4/13/15

PUBLIC HEARING: NO

READING: FIRST

ORDINANCE NO.: 15-40

RESOLUTION NO.:

**DESCRIPTION:** AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD BEGINNING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2017, AND DECLARING AN EMERGENCY.

**DEPARTMENT AFFECTED:**  
Planning Department

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**  
0

**FUND SOURCES:**  
N/A

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:**

**RECOMMENDATION:**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**

Approval at First Reading. New Agreement Extends The Existing Agreement Already In Place For Another Three Years to 2017.

**PRESENTER:**

Dave Efland, Planning Director

**SUMMARY OF ITEM:**

The City of Delaware is required to enter into this Economic Development Revolving Loan Fund Administration Agreement with the Ohio Development Services Agency (ODSA) in order to continue to locally administer the City of Delaware's Revolving Loan Fund (RLF). The RLF is a financing mechanism from which loans are available for gap-financing for community, local, expanding, or start-up businesses. Incentives such as a fixed rate, low interest, and/or long-term financing enable businesses to locate or expand within the City limits. The loan is made to a business and as repayments are made, funds become available for new loans to additional businesses. The RLF originated from repayments of Economic Development Community Development Block Grants (CDBG), which must follow the rules and regulations established by the United States Department of Housing and Urban Development (HUD) and the ODSA. The goal of the CDBG Revolving Loan Fund is to create and retain permanent, private-sector job opportunities. The loan applicant must actively recruit and make every effort to hire qualified low-and-moderate income individuals for at least 51% of jobs created. As of February 28, 2015, the balance of the RLF is \$985,000. This new Agreement simply extends the existing Agreement already in place for another three years (2015-2017); the existing Agreement expired at the end of 2014. Due to staffing issues at ODSA, the new Agreements were just issued by the State in March 2015, and thus the State is requesting communities to return the signed Agreement to their offices as soon as possible. The Agreement has been reviewed and approved for execution by the City Attorney and requires the signature of the City Manager. The Agreement is, therefore, currently due to the State of Ohio, as indicated. The City allocates the RLF funds, as a result of expenditure requirements by the State of Ohio, on revolving loans to businesses, as well as a wide variety of CDBG-eligible projects in an effort to spend down local reserves. Again, the State of Ohio has required the spending of local reserves in lieu of cutting the City's other grant allocations, such as CDBG. Council has authorized the following activities for 2015:

Revolving Loans \$300,000  
Downtown Façade Improvement Program \$150,000  
Downtown Wayfinding \$200,000  
Strand Theatre Improvements \$15,000  
Emergency Home Repairs \$15,000  
Administration \$50,000  
Planning Studies \$25,000  
Pittsburgh Drive Railroad Crossing \$100,000  
East William Street Park \$10,000  
Weiser Avenue Repaving \$20,000  
Blighted Property Clearance \$100,000

Staff recommends and requests Council approval of this Ordinance at the first reading as the State is requiring the Agreement's execution in as fast a timeframe as possible to allow the projects and programs to continue.

**ATTACHMENTS:**

**2015-2017 ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT**

**COUNCIL NOTES:**

ORDINANCE NO. 15-40

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD BEGINNING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2017, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Delaware through the State of Ohio Development Services Agency Office of Community Development administers the federal Community Development Block Grant (CDBG) Program for the State of Ohio; and

WHEREAS, the City of Delaware has been determined to be an eligible recipient of CDBG funds and has been awarded CDBG funds from the State of Ohio to finance eligible activities that may generate Program Income as defined by the Revolving Loan Fund Administration Agreement; and

WHEREAS, the State of Ohio has recognized the positive impact on community development initiatives when the use of Program Income is locally determined and has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of (1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund and (2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Economic Development Revolving Loan Fund; and

WHEREAS, the State of Ohio desires to have the City of Delaware administer an Economic Development Revolving Loan Fund using the CDBG Program Income and the City of Delaware desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above; and

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

SECTION 1. That the City Manager is hereby authorized to enter into an Economic Development Revolving Loan Fund Administration Agreement with the State of Ohio Development Services Agency, as attached hereto.

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage

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

SECTION 3. EMERGENCY CLAUSE. 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. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

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

EMERGENCY CLAUSE: YEAS\_\_\_NAYS\_\_\_  
ABSTAIN \_\_\_\_

PASSED: \_\_\_\_\_, 2015 YEAS\_\_\_ NAYS\_\_\_  
ABSTAIN \_\_\_\_

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

# ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Economic Development Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the City of Delaware, located at 1 South Sandusky Street, Delaware, Ohio 43015 with F.T.I. Number: FTI 31-6400225 (the "Grantee"), and shall be effective beginning January 1, 2015 (the "Effective Date") and terminate December 31, 2017 (the "Termination Date").

## BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Economic Development Revolving Loan Fund.

D. Grantor desires to have Grantee to administer an Economic Development Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # \_\_\_\_\_ on \_\_\_\_\_, 2015 (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## STATEMENT OF THE AGREEMENT

1. Economic Development Revolving Loan Fund Capitalization. Grantee shall deposit any and all Economic Development Program Income into an Economic Development Revolving Loan Fund account held by the Grantee.

2. Definitions.

a.) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's RLF Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds for economic development, downtown revitalization, and microenterprise business development activities.

3. RLF Plan and Use of Funds. Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Within ninety (90) days after execution of this Agreement Grantee shall update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OCD RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's RLF Policies and Procedures Manual and the Local RLF Plan.

4. CDBG Economic Development RLF Consolidation. Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee no later than December 31, 2015.

5. **Loan Approvals.** Grantee shall submit to Grantor an RLF grant/loan approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.

6. **National Objective Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than thirty (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Economic Development Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 231 (f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the OCD RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 22 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of the Office of Management and Budget (OMB) Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition:

- a. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to Grantor's Audit Office:

- i. The opinion on the financial statements is other than unqualified.
  - ii. The report identifies a material instance of noncompliance.
  - iii. The report identifies a reportable condition or material weakness in internal controls.
  - iv. The report contains a schedule of findings and questioned costs applicable to an OCD-awarded grant.
  - v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
  - vi. The report contains an uncorrected significant finding from a prior related audit.
- b. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to Grantor's Audit Office.
  - c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations. The Supplement is published annually by OMB as is made available at [http://www.whitehouse.gov/omb/financial\\_fin\\_single\\_audit](http://www.whitehouse.gov/omb/financial_fin_single_audit).
  - d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

**17. Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**18. Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

**19. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

**20. Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 22, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

**21. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

**22. Termination.**

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
  - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

- ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
  - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
  - iv. Cancellation of the grant of funds from HUD.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

**23. Effects of Termination.** Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

**24. Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

**25. Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

**26. Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

**27. Adherence to State and Federal Laws, Regulations.**

- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.

28. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

29. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

30. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

31. **Miscellaneous.**

a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.

c. **Entire Agreement.** Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.

d. **Severability.** Whenever possible, each provision of Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency  
Office of Community Development  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Deputy Chief

ii. In the case of Grantee, to:

Grantee Name: City of Delaware  
Address: 1 South Sandusky Street  
City, State, Zip: Delaware, OH 43015  
Attention: R. Thomas Homan, City Manager

- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.
- i. Assignment. Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts: PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**GRANTEE:**

City of Delaware

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

Printed Name: R. Thomas Homan

Title: City Manager

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

**GRANTOR:**

State of Ohio  
Development Services Agency

David Goodman, Director

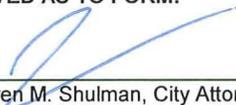
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

  
By: Darren M. Shulman, City Attorney  
City of Delaware, Ohio

**DELAWARE CITY COUNCIL FACT SHEET**

ITEM NO.: 20

DATE: 4/13/15

PUBLIC HEARING: NO

READING: FIRST

ORDINANCE NO.: 15-41

RESOLUTION NO.:

**DESCRIPTION: AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT BETWEEN THE CITY OF DELAWARE, OHIO AND DELAWARE COUNTY, OHIO TO PREPARE AND FILE AN APPLICATION WITH THE OHIO DEPARTMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT, FOR FEDERAL PROGRAM YEAR 2015 OHIO SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP PROGRAM, AND OHIO HOUSING TRUST FUNDS FOR THE COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP), AND DECLARING AN EMERGENCY.**

**DEPARTMENT AFFECTED:**  
Planning Department

**GROUP AFFECTED:**

**FINANCIAL INFORMATION**

**COST:**

**FUND SOURCES:**

**BUDGETED:**

**RECOMMENDATIONS**

**COMMITTEE:**

**RECOMMENDATION:**

**VOTE:**

**MEETING DATE:**

**STAFF RECOMMENDATION:**

**Approval at First Reading. The Grant Application timetable necessitates passage on first reading to accommodate the State's CHIP grant application timeline (due May 1, 2015) and procedures.**

**PRESENTER: Dave Efland, Planning Director**

**SUMMARY OF ITEM:**

The City and Delaware County are requesting to file an application with the Ohio Development Services Agency (ODSA) for funding under the PY 2015 Community Housing Impact and Preservation (CHIP), which is due to ODSA on May 1, 2015. The City and County's application for CHIP funds, though competitive, was not selected for funding in 2014.

At the State 2015 CHIP Application Training session, the State reviewed major revisions to the CHIP funding program requirements, including entering into Partnership Agreements first introduced last year in 2014. Emphasizing a 'regional approach' (similar to the Neighborhood Stabilization Program) as a result of ever-diminishing CDBG and HOME funding and to maximize the number of household units assisted, direct grantee cities (such as the City of Delaware) are required to approach their county of jurisdiction (i.e., Delaware County) for collaboration on the Application submittal and program administration. A Partnership Agreement between the City and County has once again been developed outlining each community's roles and responsibilities in the proposed PY 2015 CHIP Program. The contents of the Partnership Agreement were reviewed by the County Prosecutor's Office and the City Attorney prior to placement on each community's agenda for recommended execution. The Delaware County Board of Commissioners passed its resolution for execution on March 23, 2015. The Partnership Agreement attached here has been signed by the Board President. The City Manager is requested to sign the Agreement to fully execute the Partnership Agreement.

Upon execution, the City of Delaware becomes the designated Lead Entity and Grantee and responsible for submitting this grant application. Through a series of required meetings with a wide variety of the area's housing agencies and providers as required by the State, the area's affordable housing needs were documented and then squared with the requirements of the CHIP grant to produce the most competitive application possible within capacity limits. Agencies attending agreed that producing the most competitive application was of paramount importance and they agreed to coordinate their services and provide specific data for consideration by the State. Staff relayed requirements from the State with respect to what could and could not be funded with this program, as well as guidance from the State generally indicating the community requests would far exceed funding levels this year resulting in an even more competitive process primarily based upon Census documented need. The City and County were advised that they would likely not fair well in this process relative to other communities' documented need showing far greater. Nevertheless, the City and County and the agencies agreed that it was worth the effort to prepare an application and provide local need-based data for consideration by the State. Last year and again this year, the Delaware County Board of Development Disabilities submitted a request for directed funding toward that agency and client base. Staff specifically asked the State of Ohio if this request was eligible for the CHIP Program, and the State indicated it was not eligible. The following series of activities were the result:

Activity 1	Owner Home Repair	\$97,000
Activity 2	Tenant Based Rental Assistance (TBRA)	\$300,000
Activity 3	New Construction-Habitat for Humanity	\$44,000
Activity 4	Administration	\$39,000
	Program Total	\$480,000

**The Partnership intends to apply for a total of \$375,000 of grant funds from ODSA and is being required by ODSA to expend local program income amounting to approximately \$105,000. Singularly, the City of Delaware could apply for up to \$350,000 and Delaware County could apply for up to \$400,000. Jointly, the City/County Partnership could apply for up to \$850,000. This is a highly competitive grant program that is built upon many factors statewide with an emphasis on relative need. As such, neither the City nor County compete well in comparison to counties and cities with much more need. However, the activities outlined above and the City/County Partnership will put our application in the most competitive light.**

**The Partnership intends to utilize local housing providers (specifically, Delaware Metropolitan Housing Authority and Delaware County Habitat for Humanity) to assist the City of Delaware in administering this two-year grant if it is successfully approved by the State. If funded, the program runs from September 1, 2015 through October 31, 2017. City staff, as Grantee, will maintain program oversight. Day-to-day administration of the Owner Home Repair would be through both the City of Delaware and Delaware County and the use of experienced CHIP program city staff to assist at least eight LMI households repair one or two critical items in their homes. Administration funds built into the Home Repair activity will be utilized to help offset city staff time and other required activity costs, such as lead based paint testing. The Delaware Metropolitan Housing Authority would administer the TBRA funding to assist 30 LMI households and the Delaware County Habitat for Humanity Chapter would construct two new homes for partner families utilizing the administration funds built into the budgeted funds for each respective activity. This is the most efficient and effective means to advertise activities, market services, and achieve the required project outcomes that produce a better housing stock in our City and County service area. With both City and County staffing and funding levels in extremely short supply, this is also the most efficient use of staff and monetary resources to achieve the same overall result for our intended city/county service area.**

**The Partnership Agreement with Delaware County remains in effect for the duration of the CHIP Program, if funded, or it becomes null and void if this Grant Application is not selected for funding by the State. An executed copy of the Partnership Agreement must be submitted in the Grant Application to ODSA.**

**Staff recommends approval of the Ordinance. The Grant Application timetable necessitates passage on first reading to accommodate the State's prescribed timetable, process, and new electronic grant management system and to submit the Application by the designated due date of May 1, 2015.**

**ATTACHMENTS:**

**State of Ohio PY2015 CHIP Program Partnership Agreement Between the City of Delaware and Delaware County, Ohio**

**COUNCIL NOTES:**

ORDINANCE NO. 15-41

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT BETWEEN THE CITY OF DELAWARE, OHIO AND DELAWARE COUNTY, OHIO TO PREPARE AND FILE AN APPLICATION WITH THE OHIO DEPARTMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT, FOR FEDERAL PROGRAM YEAR 2015 OHIO SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP PROGRAM, AND OHIO HOUSING TRUST FUNDS FOR THE COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP), AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Development Services Agency (ODSA) Office of Community Development provides financial assistance to local governments for the purpose of addressing local housing needs using funds from the Ohio Small Cities Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Ohio Housing Trust Funds (OHTF); and

WHEREAS, the City of Delaware and Delaware County are required to enter into a Partnership Agreement to seek financial assistance from ODSA to address local housing needs within its combined jurisdictional service area; and

WHEREAS, the Partnership is composed of the City of Delaware, Ohio, and Delaware County, Ohio; and hereinafter the City of Delaware will be referred to as the Lead Entity and Grantee and Delaware County as the Partner Entity; and

WHEREAS, the Legal Counsels of both governmental entities have reviewed the Partnership Agreement as to Legal Form and Sufficiency, and said Agreement shall be in effect for the full term of the aforementioned grant program, if funded, and shall be considered null and void if the aforementioned grant program application is not funded by ODSA.

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

SECTION 1. That the City Manager is hereby authorized to enter into the Partnership Agreement Between The City of Delaware, Ohio and Delaware County, Ohio for the State of Ohio PY2015 Community Housing Impact and

Preservation (CHIP) Program as per the requirements of that program and application.

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

SECTION 3. EMERGENCY CLAUSE. 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. The emergency clause is necessary in order to meet the State deadline of filing this grant application by May 1, 2015. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

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

EMERGENCY CLAUSE:

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

PASSED: \_\_\_\_\_, 2015

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

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

\_\_\_\_\_  
MAYOR

**State of Ohio PY2015 Community Housing Impact & Preservation (CHIP) Program  
Partnership Agreement  
Between the City of Delaware, Ohio and Delaware County, Ohio**

**WHEREAS**, the City of Delaware, Ohio has been designated as the Lead Entity responsible for administering the grant provided from the Ohio Development Services Agency (ODSA) to implement project activities identified in the PY2015 Community Housing Impact & Preservation (CHIP) Program, as funded by the Community Development Block Grant (CDBG) State Program and/or HOME Investment Partnerships Programs and/or Ohio Housing Trust Funds (OHTF); and

**WHEREAS**, the Partnership is composed of the City of Delaware, Ohio, and Delaware County, Ohio; and hereinafter the City of Delaware will be referred to as the Lead Entity and Delaware County as the Partner Entity; and

**WHEREAS**, these two named government entities are eligible to receive CHIP funds from the State of Ohio and agree to enter into this Partnership Agreement, whereupon the Partner Entity becomes a part of the Lead Entity's program for purposes of program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP grant period; and

**WHEREAS**, the Partnership is eligible to apply for up to Four Hundred Thousand and No/100 Dollars (\$400,000.00) of State of Ohio PY2015 CHIP Program funds through ODSA; and

**WHEREAS**, the City of Delaware has been selected as the Lead Entity by the Partnership and will be responsible for preparing the PY2015 CHIP grant application, including the selection of eligible project activities through facilitating the application planning process with Delaware County; the coordination of the Citizen Participation Process with Delaware County; and, if funded, acting as the Grantee of the State of Ohio responsible for regulatory compliance and the terms of the grant agreement with the State of Ohio; and also administering the grant in accordance with the CHIP Program rules and regulations as required by ODSA and as outlined in the Ohio Consolidated Plan and the City of Delaware CHIP Policies and Procedures Manual.

**NOW, THEREFORE**, the City of Delaware and Delaware County agree to the following terms of this Partnership Agreement:

1. Both government entities in this Partnership are eligible to receive CHIP funds from the State of Ohio and agree to enter into this Partnership Agreement and authorize their respective chief executive officers to execute said agreement.
2. Partner Entity Delaware County agrees to adopt the City of Delaware CHIP Policies & Procedures Manual solely for the PY2015 CHIP Program grant period.
3. The City of Delaware and the Partner Entity of Delaware County agree to implement the CHIP Program in compliance with CDBG, HOME, and OHTF requirements and the City of

Delaware CHIP Policies & Procedures Manual as modified from to time by ODSA, the U.S. Department of Housing and Urban Development (HUD), the State of Ohio Consolidated Plan, and CHIP guidelines as required by ODSA.

4. This Partnership Agreement is in effect for the City of Delaware and Delaware County specifically for PY2015 CHIP Program, if selected and awarded with funds from the State of Ohio CDBG, HOME, and OHTF allocation. This Agreement will remain in effect until the CHIP funds and any program income received from applicable activities are expended and the funded activities completed and closed out by the State of Ohio (hereinafter known as the Agreement Timeframe). The City of Delaware, as the Lead Entity, will have the right to expend CHIP funds anywhere within the municipal and county jurisdictions to ensure their use within the specified CHIP program timeframe. Further, the City of Delaware, as the Lead Entity Grantee, and Delaware County, as the Partner Entity, cannot voluntarily terminate or withdraw from this Agreement while it remains in effect.

5. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, agree to take actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.

6. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, agree that CHIP Program funds are prohibited for activities in, or in support of, any unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the Lead Entity's actions to comply with its fair housing certification. Noncompliance by a unit of local government included in the Lead Entity's region may constitute noncompliance by the Lead Entity Grantee that can, in turn, provide cause for funding sanctions or other remedial actions by the State of Ohio or U.S. Department of Housing and Urban Development (HUD).

7. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, state that both cooperating units of general local government have adopted and are enforcing a policy:

- a. prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

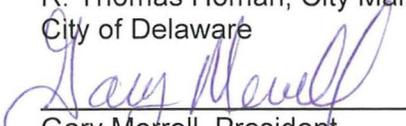
8. No Party to this Agreement may obstruct the implementation of the approved CHIP Program during the period covered by this Agreement either through veto, legal action, or any other restriction. The Lead Entity has final responsibility for selecting CHIP activities through facilitating the application planning process with Delaware County and submitting the Application to ODSA by the due date of May 1, 2015. Each Party agrees to the Terms and Conditions of Partnership, attached hereto as Attachment 1 and made part of this Agreement, in regard to program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP grant period.

9. The City of Delaware, as the Lead Entity, and Delaware County as Partner Entity understand that the State of Ohio is prohibiting Subrecipient Agreements in regard to the PY2015 CHIP Program.

10. Partners agree to be equally obligated and shall not knowingly and purposefully neglect to carry out any and all applicable State and local laws, or any portion of this Partnership Agreement, necessary to carry out the CHIP Program in accordance with all applicable federal and state regulations. The failure of one or both Partners in this regard may result in sanctions as determined by ODSA.

THE UNDERSIGNED REPRESENTATIVES OF THIS PARTNERSHIP AGREEMENT HEREBY AGREE TO THE ABOVE STATED TERMS AND CONDITIONS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
R. Thomas Homan, City Manager  
City of Delaware

  
\_\_\_\_\_  
Gary Merrell, President  
Board of Commissioners  
Delaware County

per RESO 11-137  
and 15-345

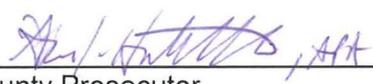
Witness: \_\_\_\_\_

Witness: 

**Legal Form and Sufficiency**

This Partnership Agreement has been reviewed by the respective legal counsels of the City of Delaware and Delaware County. The terms and provisions of said Agreement are fully authorized under State of Ohio and local law. This Agreement provides full legal authority for the City of Delaware, as the Lead Entity Grantee, through the City Council of the City of Delaware, its governing body. This Agreement provides full legal authority for Delaware County, as the Partner Entity, through the Delaware County Board of Commissioners, its governing body.

**Approved as to Form and Sufficiency:**

  
\_\_\_\_\_  
County Prosecutor  
Delaware County

Date: 3-23-15

**Approved as to Form and Sufficiency:**

  
\_\_\_\_\_  
Darren M. Shulman, City Attorney  
City of Delaware

Date: 4/1/15

**ATTACHMENT 1  
PY2015 CHIP PROGRAM  
TERMS AND CONDITIONS OF PARTNERSHIP  
CITY OF DELAWARE, OHIO AND DELAWARE COUNTY, OHIO**

This Attachment sets forth the responsibilities and obligations of each party to the PY2015 CHIP Program Partnership Agreement in undertaking the PY2015 CHIP Program and in utilizing such funds:

I. SCOPE OF PROJECT

A. Activities

If the PY2015 CHIP Program is funded, the Lead Entity and Partner Community (herein known as Parties) agree to undertake and complete the activities as set forth in Attachment A of the Grant Agreement between Lead Entity City of Delaware and the Ohio Development Services Agency (ODSA), which provides a description of each activity including the products to be provided and/or services to be performed, and identifies the person or entity providing the services, the location of the activities, the recipients of the service, and the manner and means of the services.

B. National Objectives

All activities funded with CDBG/HOME/OHTF funds must meet the income eligibility requirements of benefit to low and moderate income persons (LMI) per respective federal and state program requirements and per the City of Delaware CHIP Policies and Procedures Manual (PPM), which is adopted by the Partner Entity for use during this PY2015 CHIP Program upon execution of the Partnership Agreement.

The Parties certify the activities carried out under this Agreement will meet the income eligibility requirements as follows:

(1) Each third-party non-profit or non-governmental entity accessing CHIP funds will enter into a Participation Agreement with Grantee outlining the duties of the entity. Each third-party non-profit or non-governmental entity will be solely responsible for and perform the actual end user selection of households to be assisted through their respective eligibility criteria and ensure the household falls within the respective funding source's LMI income guidelines.

(2) If each Partner engages in a CHIP activity, it shall be solely responsible for and perform the actual end user selection of households to be assisted through their respective eligibility criteria and ensure the household falls within the respective funding source's LMI income guidelines.

II. SCOPE OF SERVICES

A. General Administration

Lead Entity will be responsible for the general administration of the PY2015 CHIP Program activities within the grant program service area, which is inclusive of the jurisdiction of Delaware County and the City of Delaware, set forth herein in a manner satisfactory to Grantee and consistent with the standards set forth in the Grant Agreement between Grantee and ODSA. Such program administrative responsibilities shall include the following activities eligible under the CHIP Program:

1. Program Marketing
2. Project Monitoring
3. Project Fiscal Management—Submission of Invoices and Payment of Contractors/Vendors
4. Project Reporting

Administrative funds related to carrying out the CHIP Program will be retained by the Grantee and may also be available to the Partner Entity for general staff administrative, program marketing, and technical assistance costs as defined by the CHIP Program Guidelines upon review and approval by the Grantee and as funds permit.

## B. Levels of Accomplishment – Goals and Performance Measures

Grantee shall be responsible to accomplish the levels of performance as set forth in the Grant Agreement with ODSA and report such measures as units rehabbed, units constructed, and persons or households assisted. Partner Entity and third-party entities shall cooperate with time frames for performance as requested by Grantee. Partner Entity may be requested to assist with cooperation of third-party entities as needed. Activity funds are budgeted to joint jurisdiction as a whole and funds may be expended in either jurisdiction as needed to achieve proposed levels of accomplishment.

## C. Staffing

Parties shall ensure adequate and appropriate staffing to expend all CHIP funds allocated to each activity identified in the grant agreement with ODSA. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Grantee and the Partner Entity or third-party entities. Third-party entities shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, and third-party entities shall not be eligible for OPERS benefits, since the third-party entities are considered independent contractors.

Partner Entity shall inform Grantee of any changes in the Key Personnel assigned or their general responsibilities under this project to ensure continuity in reaching program goals.

## D. Performance Monitoring

Grantee is required to monitor the performance of Partner Entity and each third-party entity against goals and performance standards as stated above. Partner Entity and third-party entities shall provide Grantee all necessary reporting information as required by ODSA in the administration and review of the Project(s). Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Partner Entity or third-party entities within a reasonable period of time after being notified by Grantee, contract suspension or termination procedures may be initiated.

## III. TIME OF PERFORMANCE

This Agreement shall be in effect for the lifetime of the PY2015 CHIP Program, which includes, but is not limited to, the application planning process, the citizens' participation process, program administration and implementation, program closeout, state monitoring, financial audit, and all program timeframes as set forth by ODSA in the 2015 Ohio Consolidated Plan. All program activities, if funded, are expected to be completed within the project timeframes. Any CHIP funds for activities, if funded and not completed, are subject to recapture by ODSA. The Grant Application to ODSA is due May 1, 2015. If funded, Grant Award is September 1, 2015. Work Completion date is October 31, 2017. Final Grant Drawdown Date is November 30, 2017. Final Performance report due date is December 31, 2017. State Monitoring of the program usually occurs within one year of Final Performance Report. The Grantee and Partner Entity shall participate in financial audits as needed. The Grantee will monitor the performance of the third-party entities against the time thresholds established by ODSA and outlined in the Grant Agreement. If action to correct performance is not taken by the third-party entities within a reasonable period of time after being notified by the Grantee and Partner Entity, a contract amendment will be initiated to forfeit funds. The Grantee reserves the right, at its discretion, to redistribute CHIP funds throughout the program service area to ensure expenditure of CHIP funds according to the schedule set forth by ODSA.

## IV. BUDGET

The PY2015 CHIP funds shall be used solely for the stated purposes set forth in the Partnership Agreement and Grant Agreement with ODSA, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including any reports required by ODSA, evidencing the costs incurred. If the CHIP funds are not expended in accordance with the terms, conditions, and time period set forth in this Agreement or the total amount of the CHIP funds exceeds the eligible costs of the activities, the amounts improperly expended or not expended shall be returned to Grantee to refund, in turn, to ODSA within thirty (30) days after the expiration or termination of this Agreement. Grantee shall

require delivery before payment is made for purchased goods, equipment, or services unless Grantee obtains satisfactory security.

Project costs shall be paid in accordance with the budget allocations outlined in Attachment A of the Grant Agreement with ODSA. Funds distributed from Grantee to Partner Entity are budgeted, not awarded, based on the grant application planning process. All costs incurred must be fully documented. In addition, Grantee may require additional detail budget breakdown. Third-party entities or Partner Entity shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Formal amendments to the budget will not be allowed. Therefore, it is an expectation that those budgeted funds will be spent in that specific jurisdiction. If not, Grantee reserves the right to shift funds to other jurisdictions as needed within the program service area to ensure all elements of the Grant Agreement with ODSA are carried out prior to closeout.

V. PAYMENT

As a partnering city and county, Parties are eligible to apply to ODSA for up to \$400,000 of PY2015 CHIP funds. If the grant application is funded, Grantee shall issue the CHIP funds as a reimbursement of costs incurred for the sole and express purpose of undertaking the Projects specified in the Grant Agreement with ODSA. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the CHIP funds. Grant drawdowns shall be performed by the Grantee for the payment of eligible expenses and shall be made against the line item budgets specified in the Grant Agreement with ODSA and in accordance with performance.

Compensation shall be provided during the term of this Agreement for a "not to exceed" cost figure inclusive of any activity delivery costs (soft costs). Activity delivery costs (soft costs) are eligible as part of each completed project or activity as defined by the State of Ohio Program Guidelines. In no event are payments to be financed by funds other than the funds granted by the State of Ohio for the CHIP Program. Expenses for general administration shall also be paid against the line item and in accordance with performance.

Payments may be contingent upon certification of Partner Entity's or third-parties' financial management system in accordance with the standards specified in 24 CFR 84.21 or 85.21. Payments shall be made upon the timely submission to Grantee of a "Request for Payment" with related complete source documentation verifying invoices are paid and justifying reimbursement of costs. Grantee reserves the right to suspend payments should the Partner Entity or third-party entities fail to provide required reports in a timely and adequate fashion or fail to meet other terms and conditions of this Agreement.

CHIP funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee. Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantee may withhold payment allocation requests if Partner Entity or third-party entities fail to comply with the above requirements until such compliance is demonstrated.

VI. NOTICES

Notices required by this Agreement shall be made in writing and delivered via U.S. mail, commercial courier, or personal delivery or sent by facsimile, email, or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee  
Mr. David M. Efland, AICP  
Director of Planning & Community Development  
City of Delaware

Partner Entity  
Mr. Tim Hansley  
County Administrator  
Delaware County

1 South Sandusky Street, Delaware, OH 43015  
Telephone: 740-203-1600  
Fax: 740-203-1699  
Email: defland@delawareohio.net

101 North Sandusky Street, Delaware, OH 43015  
Telephone: 740-833-2104  
Fax: 740-833-2099  
Email: THansley@co.delaware.oh.us

## VII. REPORTING AND COMPLIANCE

### A. Reporting Requirements

Partner Entity and third-party entities shall submit to Grantee information for any reports as required by the ODSA and the CHIP Program. All records pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506 and the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

### B. Records, Access, and Maintenance

Parties shall establish and maintain for at least four (4) years from the final financial close out of this grant and Agreement such records as are required by Grantee and/or ODSA, including but not limited to, financial reports, intake and participant information, program, and audit reports. The Parties further agree that records required by Grantee with respect to any questioned costs, audit disallowances, litigation, or dispute between ODSA and Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason Grantee shall require a review of the records related to the Program, Parties shall, at their own cost and expense, segregate all such records related to the Program from its other records of operation. ODSA requires all records to be retained by the Grantee after the financial closeout.

### C. Inspections

At any time during normal business hours, upon seven (7) days prior written notice and as often as Grantee may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Partner Entity and third-party entities shall make available to Grantee and ODSA, and appropriate state agencies or officials, for examination all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantee to audit, examine, and make excerpts or transcripts from such records.

### D. Audits

CHIP Program funds shall be audited according to the requirements of OMB Circular A-133. In addition, Parties must follow the guidelines provided in the ODSA Financial Management Rules and Regulations Handbook. An audited party shall submit to the Grantee and Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form, and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period.

### E. Use of Federal Grant Funds

Parties acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agencies of the United States Government granting the funds to ODSA for the purposes of performing the work and activities as listed in Grant Agreement with ODSA. Partner Entity shall fully reimburse Grantee for any cost of the Partner Entity which is disallowed by any federal agency and which must be refunded thereto by Grantee and ODSA.

## VIII. SPECIAL CONDITIONS

### A. Program Income

Program income derived through the administration of these PY2015 CHIP funds and activities may be retained and redistributed by the Grantee if the original activity was located within the City of Delaware. Program income derived through the administration of these PY2015 CHIP funds and activities may be retained and redistributed by the Partner Entity if the original activity was located within Delaware County

and outside the City of Delaware. Each Party is responsible for filing mortgages or deed restrictions on properties within their respective jurisdictions as needed. However, all CDBG program income must be used for a primary CDBG housing activity, and all HOME Program income must be used for an eligible HOME Program activity. The use of program income must comply with the OCD Program Income Policy at [http://www.development.ohio.gov/cs/cs\\_fiscalforms.htm](http://www.development.ohio.gov/cs/cs_fiscalforms.htm) and applicable Federal and State laws and regulations.

B. Homeownership Assistance: New Construction with Habitat for Humanity

Depending on funding availability, ODSA indicated the funding source for the Homeownership Assistance: New Construction with Habitat for Humanity activity for the PY2015 CHIP Program may also be Ohio Housing Trust Funds (OHTF). Per funding source regulations, the income limits for Habitat Partner Families, therefore, must be classified as Very Low Income (that is, households whose income does not exceed 50% Area Median Income). The Resale/Recapture Requirement also shall be enforced. Should the funding source be HOME funds, the income limits for the Habitat Partner Families are classified as Low and Moderate Income (that is, households whose incomes do not exceed 80% Area Median Income). The Resale/Recapture Requirement is enforced per HOME regulations. (See Item C below.)

C. Homeownership Assistance: Resale/Recapture Requirement

The Resale and Recapture Requirement may be viewed in the PY2015 Ohio Consolidated Plan. To ensure affordability, the HOME program funding source requires an affordability period based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. Parties must also enforce a "resale or recapture" requirement if the property is sold or title is transferred prior to the completion of the affordability period. New Construction Projects completed in conjunction with Habitat for Humanity that are transferred within the affordability period must include language enforcing a 'first right of refusal' and 'resale' of the property to another LMI household. Under the resale option, Parties must ensure that, if the property is sold during the period of affordability, the price at resale provides the original HOME-assisted homebuyer a fair return on investment. Communities receiving CHIP grant awards shall abide by Program Policy Notice OCD 13-01, Finance Mechanisms for Office of Community Development Program-Funded Projects. This policy can be viewed on the ODSA website and shall be incorporated into this Agreement.

IX. GENERAL CONDITIONS

A. General Compliance

Parties agree to comply with the requirements of the Housing and Community Development Act of 1974, as amended, and the Cranston Gonzales National Affordable Housing Act (NAHA) and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG funds), as any of them may be amended or supplemented from time to time, except that Partner Entity does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Parties also agree to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Adherence to State and Federal Laws and Regulations

- (1) General. Parties accept full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings, and any and all other taxes or payroll withholdings required for all employees engaged by the Parties in the performance of the work and activities authorized by this Agreement. Parties accept full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected, as needed.
- (2) Ethics. In accordance with Executive Order 2007-01S, Parties, by signature on this document, certify that each Party: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of

them may be amended or supplemented from time to time. Parties understand that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

C. Outstanding Liabilities

Parties represent and warrant that it does not owe: (1) any delinquent taxes to each Party, the State of Ohio (the "State"), or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency, or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

D. Falsification of Information

Parties represent and warrant that each has made no false statements to each Partner in the process of the grant application process to obtain this award of the PY2015 CHIP funds.

E. Equal Employment Opportunity

Parties will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Parties will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Parties will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status, or ancestry. Parties will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which PY2015 CHIP funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Parties will require all of its subcontractors or third-party entities for any part of such work to incorporate such requirements in all subcontracts for such work.

F. Prevailing Wage Rates and Labor Standards

In the commission of any program activities wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Parties will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work as they may or may not apply to the PY2015 CHIP Program activities.

G. Procurement

(1) Compliance. Parties shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such

policy as may be procured with funds provided herein. Any program assets (unexpended program income, property, equipment, etc.) shall be retained by the respective Parties upon termination of this Agreement.

(2) OMB Standards. Unless specified otherwise within this Agreement, the Parties shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48 or 24 CFR 85.36.

(3) Travel. Parties shall obtain written approval from Grantee for any travel outside the metropolitan area for which CHIP administration funds are provided under this Agreement. All travel costs reimbursed with CHIP administration funds shall be at the rates allowed under Parties' HUD-approved travel rules.

(4) Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

(5) Subcontracts. Parties will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. Parties will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. (See also Section X, Item H Assignment.)

(6) Conflict of Interest. No personnel of Parties, any subcontractor of Parties, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantee in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantee determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

#### H. Environmental Requirements

Parties agree to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. Parties also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966 and HUD Lead-Based Paint Regulation at CFR 570.608 and 24 CFR Part 35, Subpart B. Grantee shall be the responsible entity for the preparation and execution of the required Environmental Review processes to obtain the necessary release of funds for use regarding the PY2015 CHIP Program, if funded by ODSA.

#### I. Relocation

Parties agree to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (Grantee may preempt the optional policies.) Parties shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CHIP-assisted project. Parties also agree to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

#### J. Liability

Parties shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, or damage to property (including property of

Grantee) caused by the negligent acts or omissions, or negligent conduct of Parties, its employees, agents, or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each Party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

K. Source and Availability of CHIP Funds

Parties acknowledge that the source of the PY2015 CHIP Program grant funds is a federal pass-through grant to ODSA and a Grant Agreement between the Grantee (the City of Delaware) and ODSA. Grantee shall have no obligation to advance or pay Partner Entity or third-party entities with any funds other than the PY2015 CHIP Program grant funds the Grantee receives from ODSA if the proposed grant application is funded. Parties understand the PY2015 CHIP is a competitive grant program and may or may not be selected for funding by ODSA. Any costs incurred by the Parties during the planning, citizen participation, and application preparation phases of this grant application are done so voluntarily and at each Party's own expense.

L. Insurance & Bonding

Parties shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any program cash advances from Grantee and made at the Grantee's discretion. Parties shall comply with the bonding and insurance requirements of 24 CFR 84.31, 84.48, and 85.36, as applicable, Bonding and Insurance.

M. Grantee Recognition

Parties shall acknowledge recognition of the role of Grantee and Partner Entity in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Parties will include a reference to the support provided herein in all publications made possible with CHIP funds made available under this Agreement.

N. Termination Procedure

(1) Termination. Grantee may immediately terminate this Agreement by giving reasonable written notice of termination to the Partner Entity for any of the following occurrences:

- (a) Failure of Partner Entity to fulfill in a timely and proper manner any of its obligations under this Agreement.
- (b) Failure of Partner Entity to submit reports that are complete and accurate.
- (c) Failure of Partner Entity to use the CHIP Funds for the stated purposes in this Agreement.
- (d) Notification from ODSA that the PY2015 CHIP grant application was not selected for funding or the termination of CHIP Program funding by ODSA.

(2) Effects of Termination. Within sixty (60) days after termination of this Agreement, Partner Entity shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantee, unless otherwise directed by Grantee. After receiving written notice of termination, Partner Entity shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Partner Entity shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(3) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Partner Entity of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantee of any of its rights hereunder.

X. MISCELLANEOUS

A. Governing Law

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance.

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in the City of Delaware or Delaware County, Ohio, and the Parties agree that venue in such courts is appropriate.

C. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements, and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

D. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

E. Amendments or Modifications

Either Party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The Parties shall review the request for modification in terms of the regulations and goals relating to the PY2015 CHIP Program. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

F. Pronouns

The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

G. Headings

Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

H. Assignment

Neither this Agreement nor any rights, duties, obligations, or PY2015 CHIP Program administrative functions described herein shall be assigned, subcontracted, or subgranted by the Partner Entity without the prior knowledge or express written consent of the Grantee. Such Assignment shall comply with ODSA Program Policy Notice OCD 13-04 Grant Administration of Office of Community Development Programs located on the ODSA website and incorporated into this Agreement so that appropriate procurement and contracting is performed by the Partner Entity and allowable and appropriate soft costs or administrative costs may be taken from the CHIP Program grant if possible and practical. Parties mutually understand that each is compliant with this ODSA policy.



# Delaware County Commissioners

Barb Lewis  
Gary Merrell  
Ken O'Brien

County Administrator  
Timothy C. Hansley

Clerk to the Commissioners  
Jennifer Walraven

RESOLUTION NO. 15-345

**IN THE MATTER OF ENTERING A PARTNERSHIP AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE CITY OF DELAWARE FOR THE STATE OF OHIO PY2015 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

WHEREAS, the Economic Development Coordinator recommends approval of a Partnership Agreement between the Delaware County Board of Commissioners and the City of Delaware for the State of Ohio PY2015 Community Housing Impact & Preservation (CHIP) Program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioner of Delaware County, State of Ohio, hereby approves a Partnership Agreement between the Delaware County Board of Commissioners and the City of Delaware for the State of Ohio PY2015 Community Housing Impact & Preservation (CHIP) Program as follows:

**State of Ohio PY2015 Community Housing Impact & Preservation (CHIP) Program  
Partnership Agreement  
Between the City of Delaware, Ohio and Delaware County, Ohio**

WHEREAS, the City of Delaware, Ohio has been designated as the Lead Entity responsible for administering the grant provided from the Ohio Development Services Agency (ODSA) to implement project activities identified in the PY2015 Community Housing Impact & Preservation (CHIP) Program, as funded by the Community Development Block Grant (CDBG) State Program and/or HOME Investment Partnerships Programs and/or Ohio Housing Trust Funds (OHTF); and

WHEREAS, the Partnership is composed of the City of Delaware, Ohio, and Delaware County, Ohio; and hereinafter the City of Delaware will be referred to as the Lead Entity and Delaware County as the Partner Entity; and

WHEREAS, these two named government entities are eligible to receive CHIP funds from the State of Ohio and agree to enter into this Partnership Agreement, whereupon the Partner Entity becomes a part of the Lead Entity's program for purposes of program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP grant period; and

WHEREAS, the Partnership is eligible to apply for up to Four Hundred Thousand and No/100 Dollars (\$400,000.00) of State of Ohio PY2015 CHIP Program funds through ODSA; and

WHEREAS, the City of Delaware has been selected as the Lead Entity by the Partnership and will be responsible for preparing the PY2015 CHIP grant application, including the selection of eligible project activities through facilitating the application planning process with Delaware County; the coordination of the Citizen Participation Process with Delaware County; and, if funded, acting as the Grantee of the State of Ohio responsible for regulatory compliance and the terms of the grant agreement with the State of Ohio; and also administering the grant in accordance with the CHIP Program rules and regulations as required by ODSA and as outlined in the Ohio Consolidated Plan and the City of Delaware CHIP Policies and Procedures Manual.

NOW, THEREFORE, the City of Delaware and Delaware County agree to the following terms of this Partnership Agreement:

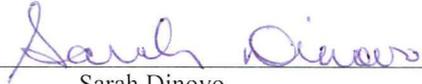
1. Both government entities in this Partnership are eligible to receive CHIP funds from the State of Ohio and agree to enter into this Partnership Agreement and authorize their respective chief executive officers to execute said agreement.
2. Partner Entity Delaware County agrees to adopt the City of Delaware CHIP Policies & Procedures Manual solely for the PY2015 CHIP Program grant period.
3. The City of Delaware and the Partner Entity of Delaware County agree to implement the CHIP Program in compliance with CDBG, HOME, and OHTF requirements and the City of Delaware CHIP Policies & Procedures Manual as modified from time to time by ODSA, the U.S. Department of Housing and Urban Development (HUD), the State of Ohio Consolidated Plan, and CHIP guidelines as required by ODSA.
4. This Partnership Agreement is in effect for the City of Delaware and Delaware County specifically for PY2015 CHIP Program, if selected and awarded with funds from the State of Ohio CDBG, HOME, and OHTF allocation. This Agreement will remain in effect until the CHIP funds and any program income received from applicable activities are expended and the funded activities completed and closed out by the State of Ohio (hereinafter known as the Agreement Timeframe). The City of Delaware, as the Lead Entity, will have the right to expend CHIP funds anywhere within the municipal and county jurisdictions to ensure their use within the specified CHIP program timeframe. Further, the City of Delaware, as the Lead Entity Grantee, and Delaware County, as the Partner Entity, cannot voluntarily terminate or withdraw from this Agreement while it remains in effect.
5. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, agree to take actions necessary to assure compliance with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights of 1964, the Fair Housing Act, Section 109 of the Housing and Community Development Act of 1974 and other applicable laws.
6. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, agree that CHIP Program funds are prohibited for activities in, or in support of, any unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the Lead Entity's actions to comply with its fair housing certification. Noncompliance by a unit of local government included in the Lead Entity's region may constitute noncompliance by the Lead Entity Grantee that can, in turn, provide cause for funding sanctions or other remedial actions by the State of Ohio or U.S. Department of Housing and Urban Development (HUD).
7. The City of Delaware, as the Lead Entity, and Delaware County, as the Partner Entity, state that both cooperating units of general local government have adopted and are enforcing a policy:
  - a. prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - b. enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
8. No Party to this Agreement may obstruct the implementation of the approved CHIP Program during the period covered by this Agreement either through veto, legal action, or any other restriction. The Lead Entity has final responsibility for selecting CHIP activities through facilitating the application planning process with Delaware County and submitting the Application to ODSA by the due date of May 1, 2015. Each Party agrees to the Terms and Conditions of Partnership, attached hereto as Attachment 1 and made part of this Agreement, in regard to program planning, administration, implementation, fiscal obligation, and closeout for the lifetime of the CHIP grant period.
9. The City of Delaware, as the Lead Entity, and Delaware County as Partner Entity understand that the State of Ohio is prohibiting Subrecipient Agreements in regard to the PY2015 CHIP Program.
10. Partners agree to be equally obligated and shall not knowingly and purposefully neglect to carry out any and all applicable State and local laws, or any portion of this Partnership Agreement, necessary to carry out the CHIP Program in accordance with all applicable federal and state regulations. The failure of one or both Partners in

this regard may result in sanctions as determined by ODSA.

A copy of attachment "1" is available in the Commissioners' office until no longer of administrative value.

Vote on Motion            Mr. Merrell      Aye      Mr. O'Brien      Aye      Mrs. Lewis      Aye

I, Sarah Dinovo, Assistant Clerk to the Board of Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of County Commissioners of Delaware County duly adopted on March 23, 2015 and appearing upon the official records of the said Board.

  
\_\_\_\_\_  
Sarah Dinovo  
Assistant Clerk to Commissioners

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: April 8, 2015

---

1. **Calendar**

See Attached

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

See Attached

3. **Bi-Weekly Meetings**

March 23

\* Council

March 24

\* 911 Board meeting

\* Groundbreaking Ceremony – Dempsey Middle School

March 25-26

Moody Bond Rating – New York City

March 28

\* Council Retreat

March 30

\* Rotary

March 31

\* New Employee Orientation

April 2

\* MORPC State of the Region

April 7

\* 911 Board meeting

April 8

\* OPSLA Budgeting Class Guest Speaker

April 9

\* MORPC meeting

4. **Required Reading**
  - A. Fire Department Monthly Report

# April

2015

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			<b>1</b> Planning 7	<b>2</b>	<b>3</b>	<b>4</b>
<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b> BZA 7	<b>9</b>	<b>10</b>	<b>11</b>
<b>12</b>	<b>13</b> Council 7	<b>14</b>	<b>15</b>	<b>16</b> Airport Commission 7	<b>17</b>	<b>18</b>
<b>19</b>	<b>20</b>	<b>21</b> Parks & Rec Ad Bd 7	<b>22</b> HPC 7	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b> Council 7	<b>28</b> Shade Tree Commission 7	<b>29</b>	<b>30</b>		

**CONTRACT APPROVAL - APRIL 13, 2015**

<b>VENDOR</b>	<b>EXPLANATION OF AGREEMENT</b>	<b>2015 AMOUNT</b>	<b>DEPARTMENT</b>
Huntington Corps District	In-Lieu Fee Program Credit Purchase Agreement	\$18,000	Engineering

# Delaware Fire Department

## February 2015 Monthly Report

PERFORMANCE REVIEW	2012	2013	2014	2015	February	Year-to-Date	% Year to Date	% of Budget	(+ / -)
	Actual	Actual	Actual	Budget	Actual	Actual	Budget	Completed	Projected for Year
Total number of incidents	4,928	4,831	5,173	5,372	417	857	15.95%	17.00%	-1.05%
Fire	103	104	101	107	7	19	17.76%	17.00%	0.76%
Rupture/Explosion	9	3	3	3	0	0	0.00%	17.00%	-17.00%
EMS	3,861	3,883	4,047	4,197	320	668	15.92%	17.00%	-1.08%
Hazardous Conditions	173	131	124	135	11	21	15.56%	17.00%	-1.44%
Service Calls	146	94	141	146	12	26	17.81%	17.00%	0.81%
Good Intent	169	165	162	176	11	27	15.34%	17.00%	-1.66%
False Calls	453	440	589	599	55	95	15.86%	17.00%	-1.14%
Severe Weather	6	3	0	2	1	1	50.00%	17.00%	33.00%
Other	8	8	6	7	0	0	0.00%	17.00%	-17.00%
Number of medical transports	2,593	2,576	2,586	2,888	264	535	18.52%	17.00%	1.52%
Percent of priority calls w/ response within 6 min	57%	56%	68%	68%	68%	70%	65.00%	17.00%	5.00%
Percent residential structure fires ERF of 15 FF within 12 minutes	40%	70%	78%	70%	100%	100%	28.21%	17.00%	75.00%
# Structure Fires			9	10	1	2	20.00%	17.00%	3.00%
# Structure with personnel and Times			7	7	1	2	28.57%	17.00%	11.57%
Number of commercial inspections conducted	594	1,222	1,473	1,250	122	218	17.44%	17.00%	0.44%
Number of plans reviewed within five days	89%	86%	100%	95%	100%	100%	105.26%	17.00%	100.00%
Number of fires greater than \$10,000	6	13	8	8	0	1	12.50%	17.00%	-4.50%
Number of fires of suspicious nature	3	5	5	3	2	2	66.67%	17.00%	49.67%
Hours of Training	9,326	8,831	13,335	10,000	1,038	2,373	23.73%	17.00%	6.73%

### Major Incidents

- February 4, Vehicle Fires (2), Arson-US 23 and Bruce Rd
- February 17, Structure Fire, Adams Ln
- February 17, Structure Fire, Crystal Petal
- February 18, Pedestrian Struck, Troy and Central – Trauma Alert

### Other Activities

- YMCA –Warming shelter for power outage - 2/14/15

### 2010 Fire Levy Status

- Equipment - Continuing
  - Three new Paramedic trucks are currently on order. The expected delivery is mid-2015.
  - Staff cars have been replaced in 2012, 2013 and 2014. This has included the implementation of retired police vehicles for station and inspector cars.
  - The new engine was delivered and placed in-service in April 2013.
  - The new paramedic truck was delivered and was placed in-service in January 2013.
  - The new ladder truck was delivered and was placed in-service in April 2012.
- Personnel - Continuing
  - Officer Development Training Continued. All new Lieutenants have completed their Instructor training, Fire Inspector and Fire Officer 1 certifications. They continue to work on their Associates Degree and other required classes.
  - Three new Firefighters completed their Orientation training and are now working on shifts. The total amount of new personnel hired since the new levy will be 22 with the addition of the three new Firefighters. Some of these positions have filled open positions.

- New Fire Station 304 - Continuing
  - In 2014, we plan to begin the design analysis and engineering plans for an anticipated groundbreaking in 2015.
  - Property was purchased in 2011 at 821 Cheshire Rd. The property was leased out and the lease moved out on November 30, 2013. The building is currently for lease.
  - The opening of this Station is dependent on the increased staffing. This will be accomplished through the use of Part-Time personnel to supplement the staffing. The Part-Time personnel will be backfilling the open positions caused by personnel scheduled leaves.
- Fire Station 303 - Completed
  - On September 27, 2014 we began operation 24/7. The Fire Station was dedicated on October 19.

**Council for Older Adults – Monthly Report on the Firehouse Coordinator**

**2015 FIRST Location Data for City of Delaware**

<b>Month</b>	<b>February</b>	<b>TOTALS YTD</b>
Referrals	32	44
DFD FIRST Coordinator	23	30
DFD Personnel	8	10
Other Agency	1	4
# of New COA-Enrolled	1	1
Total FIRST Contacts	183	287
# of Individuals Served	70	107
# on New Individuals Served	63	100
City of Delaware Residents Served	69	102
Individuals with New Service	2	10
Services Provided	3	18
Home Delivered Meals	1	3
Shelf Stable Meals	0	0
Emergency Alert Unit Provided	0	3
Medication Dispenser	0	1
Incontinence Products	1	1
Durable Medical Equipment	0	2
In-Home Support	0	3
Other	0	4