

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

AGENDA

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

REGULAR MEETING

SEPTEMBER 14, 2015

1. ROLL CALL
2. INVOCATION – Jason Phelps, Youth Pastor
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held August 24, 2015, as recorded and transcribed.
5. CONSENT AGENDA
 - A. Acceptance of the Motion Summary for the Public Works/Public Utilities Committee meeting held July 7, 2015.
 - B. Acceptance of the Motion Summary for the Shade Tree Commission meeting held July 28, 2015.
 - C. Acceptance of the Motion Summary for the Planning Commission meeting held August 5, 2015.
 - D. Resolution No. 15-46, a resolution authorizing the modification of certain traffic control signage to extend the No Parking Here to Corner zone on the east side of Bruce Road to 150 feet south of Hills Miller Road.
 - E. Resolution No. 15-47, a resolution authorizing the modification of certain traffic control signage to adjust the No Parking Here to Corner zone on the west side of North Liberty Street to 65 feet south of Griswold Street and repealing a portion of Resolution No. 87-8 establishing the No Parking zone on the west side of North Liberty Street south of Griswold Street.

- F. Resolution No. 15-48, a resolution authorizing the installation of a No Parking Anytime zone on the west side of Bruce Road from Hills Miller Road to 165 feet south of Tudor Drive.
 - G. Establish September 28, 2015 at 7:30 p.m. as the date and time for a public hearing and second reading of Ordinance No. 15-94, an ordinance approving a Rezoning from R-3 (One Family Residential District) to B-2 (Central Business District) with text limitations for the Delaware County Board of Commissioners for a new county courthouse located at 110 North Sandusky Street just south of the Hayes building on approximately 1.99 acres and Ordinance No. 15-96, an ordinance approving a Street Vacation for Marshall Court right-of-way and right-of-way along the southeastern portion of the site for the Delaware County Board of Commissions new County courthouse located at 110 North Sandusky Street just south of the Hayes building on approximately 1.99 acres and zoned B-2 (Central Business District) with text limitations.
6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
 7. COMMITTEE REPORTS
 8. PRESENTATIONS:
 - A. Veterans Plaza Update – Josh Helms, OHM Advisors and Bill Morgan, 2K General
 - B. Electric Vehicle Charging Stations - Cari Oberfield, CBO, Renergy, Inc., Jimmy Smith, Ohio EV Solutions, and Matt Stephens-Rich, Clean Ohio Fuels
 9. SECOND READING of Resolution No. 15-43, a resolution naming the street where Veterans Park and the Community Center/YMCA are located as Veterans Drive.
 10. SECOND READING of Resolution No. 15-45, a resolution adopting the 2016-2020 Five-Year Capital Improvement Program (CIP).
 11. SECOND READING of Ordinance No. 15-88, an ordinance amending Ordinance 15-57 establishing the pay and benefits for various part-time, intermittent, and seasonal employees of the City of Delaware.
 12. SECOND READING of Ordinance No. 15-89, an ordinance supplementing the 2015 Appropriations Ordinance to establish funding for material upgrades at the CSX rail crossings of London Road and Pennsylvania Avenue, and authorizing the City Manager to enter into agreements with

CSX as required, and declaring an emergency,

13. SECOND READING of Ordinance No. 15-91, an ordinance establishing an assessment for the improvement of public streets and easements located at the rail crossing across Pittsburgh Drive and providing all necessary appurtenances thereto.
14. CONSIDERATION of Ordinance No. 15-93, an ordinance approving a Final Development Plan for Redwood Acquisitions LLC, for the Preserve at Quail Pass Phase 2 for 141 single story apartments on 22.35 acres zoned M-1 PMU (Light Manufacturing District with a Planned Mixed Use Overlay District) located on the south side of Mill Run Crossing between the City Wetland Park and Glenn Road.
15. CONSIDERATION of Ordinance No. 15-94, an ordinance approving a Rezoning from R-3 (One Family Residential District) to B-2 (Central Business District) with text limitations for the Delaware County Board of Commissioners for a new county courthouse located at 110 North Sandusky Street just south of the Hayes building on approximately 1.99 acres.
16. CONSIDERATION of Ordinance No. 15-95, an ordinance approving a Combined Preliminary and Final Development Plan for the Delaware County Board of Commissioners for a new courthouse located at 110 North Sandusky Street just south of the Hayes building on approximately 1.99 acres and zoned B-2 (Central Business District) with text limitations.
17. CONSIDERATION of Ordinance No. 15-96, an ordinance approving a Street Vacation for Marshall Court right-of-way and right-of-way along the southeastern portion of the site for the Delaware County Board of Commissions new County courthouse located at 110 North Sandusky Street just south of the Hayes building on approximately 1.99 acres and zoned B-2 (Central Business District) with text limitations.
18. CONSIDERATION of Ordinance No. 15-97, an ordinance authorizing the City Manager to enter into a Grant agreement with the Ohio Environmental Protection Agency for cyanotoxin testing equipment at the Water Treatment Plant.
19. CONSIDERATION of Ordinance No. 15-98, an ordinance supplementing the 2015 Appropriations Ordinance to provide additional funding for cyanotoxin testing equipment at the Water Treatment Plant.

20. CONSIDERATION of Ordinance No. 15-99, an ordinance authorizing the City Manager to enter into a Cooperative Agreement with the Ohio Department of Transportation for the installation of an over height detection and warning system in advance of the CSX Railroad bridge over SR37 (West Central Avenue).
21. Update on Request for Changes to the Canine Ordinance Section 505.09 – Darren Shulman, City Attorney
22. CITY MANAGER'S REPORT
23. COUNCIL COMMENTS
24. ADJOURNMENT

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held August 24

20 15

The regular meeting of August 24, 2015 was called to order at 5:30 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, Vice Mayor George Hellinger and Mayor Carolyn Kay Riggle who presided. Absent from the meeting was At Large Kent Shafer. The invocation was given by Grace Welch of the Methodist Theological School, followed by the Pledge of Allegiance.

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, Bruce Pijanowski, Police Chief, Jackie Walker, Assistant City Manager, and Tom Homan, City Manager

ITEM 4: MOTION TO EXCUSE At Large Council Member Kent Shafer

Motion: Mr. Brush moved to excuse Mr. Shafer, seconded by Mr. Jones. Motion approved by a 6-0 vote.

ITEM 5: APPROVAL OF MINUTES

APPROVAL of the Motion Summary of the regular meeting of Council held August 10, 2015, as recorded and transcribed.

Motion: Mr. Brush moved to approve the Motion Summary of the regular meeting of Council held August 10, 2015, as recorded and transcribed, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

ITEM 6: CONSENT AGENDA

- A. Acceptance of the Motion Summaries for the Civil Service Commission meetings held June 15 and July 13, 2015.
- B. Acceptance of the Motion Summary for the Finance Committee meeting held February 12, 2015.
- C. Acceptance of the Motion Summary for the Parks and Recreation Advisory Board meeting held July 21, 2015.
- D. Resolution No. 15-41, a resolution accepting the public improvements for the Communities at Glenross, Section 4.
- E. Resolution No. 15-42, a resolution accepting the public improvements for Belmont Place, Phase 1, Section 1.

Motion: Mr. Brush moved to approve the Consent Agenda, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS

Mark McHenry
21 Glengary Drive
Delaware, Ohio 43015

Mr. McHenry voiced his concern regarding the signage advertising home builders in public right of ways. Mr. McHenry stated signs are present during the weekend and make the areas look cluttered.

Mr. Efland is to contact builders to discuss the issue.

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ITEM 8: COMMITTEE REPORTS

Mr. DiGenova provided an update on the awarded bid for Veteran's Memorial.

Mr. DiGenova stated that there is a Shade Tree Commission meeting set for August 25, 2015.

ITEM 9: PRESENTATIONS

- A. Proclamation recognizing Elijah Campbell for his service to veterans.
- B. Delaware General Health District Update - Shelia Hiddleson, Health Commissioner

PRESENTOR:

Sheila Hiddleson, Health Commissioner
1 W. Winter Street
Delaware, Ohio 43015

Travis Irvan, Epidemiologist
Delaware General Health District
1 W. Winter Street
Delaware, Ohio 43015

Adam Howard, Residential Service Manager
1 W. Winter Street
Delaware, Ohio 43015

Tom Curtin, Executive Director
Preservation Parks of Delaware County
2656 Hogback Road
Sunbury, Ohio 43074

Ms. Hiddleson discussed the five year community plan.

Mr. Irvan provided an overview of Lyme Disease and the increase in the tick population. Mr. Irvan discussed potential health issues and the life stages of the tick. Information was provided on tick prevention.

Mr. Howard provided information on the black legged tick and the recent finding of West Nile Virus in Berlin and Orange Township.

Mrs. Keller shared her personal experience with Lyme Disease and would like for increase signage of educational material to be placed around city and county parks. Mrs. Keller recommended using the Health Districts information graphics and partner with preservation parks.

Mr. Curtin discussed the placement of the information graphics near the trailheads to allow for easier access.

Mr. Homan recommended signage at city parks in high traffic areas.

ITEM 10: RESOLUTION NO. 15-43 [First Reading]

A RESOLUTION NAMING THE STREET WHERE VETERANS PARK AND THE COMMUNITY CENTER/YMCA ARE LOCATED AS VETERANS DRIVE.

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The Clerk read the resolution for the first time.

Mr. Brush recommended that the name be used in honor of a veteran of the City of Delaware.

ITEM 11: RESOLUTION NO. 15-44 [First Reading]
A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR FOR TAX YEAR 2015/BUDGET YEAR 2016.

The Clerk read the resolution for the first time.

Motion: Mr. Brush moved to adopt Resolution No. 15-44, seconded by Mr. DiGenova. Motion approved by a 6-0 vote.

ITEM 12: RESOLUTION NO. 15-45 [First Reading]
A RESOLUTION ADOPTING THE 2016-2020 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP). THERE WILL BE A BRIEF OVERVIEW OF THE CIP.

The Clerk read the resolution for the first time.

ITEM 13: ORDINANCE NO. 15-75 [Public Hearing and Second Reading]
AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR KROGER DISTRIBUTION CENTER TO INSTALL AN ABOVE-GROUND HYDROGEN STORAGE TANK AT 2000 NUTTER LANE ON APPROXIMATELY 162 ACRES ZONED M-2 (GENERAL MANUFACTURING DISTRICT) WITH TEXT LIMITATIONS.

The Clerk read the ordinance for the second time.

There was no public participation.

APPLICANT:
Tony Cox
501 Tomahawk Lane
New Albany, Indiana 57150

Dallas Morrison
2727 Tuller Parkway, Suite 200
Dublin, Ohio 43016

Motion: Mr. Brush moved to suspend the rules for Ordinance No. 15-75, seconded by Mr. Jones. Motion approved by a 6-0 vote.

Motion: Mr. Brush moved to adopt Ordinance No. 15-75, seconded by Mr. Jones. Motion approved by a 6-0 vote.

ITEM 14: ORDINANCE NO. 15-76 [Public Hearing and Second Reading]
AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR DELAWARE CITY SCHOOLS FOR AN ADDITION, RENOVATION AND SITE IMPROVEMENTS FOR WOODWARD ELEMENTARY SCHOOL ON APPROXIMATELY 4.55 ACRES ZONED R-4 (MEDIUM DENSITY

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RESIDENTIAL DISTRICT) AND LOCATED AT 200 SOUTH WASHINGTON STREET.

The Clerk read the ordinance for the second time.

There was no public participation.

APPLICANT:

Larry Davis
149 Westwood Avenue
Delaware, Ohio 43015

Randy Van Tilburg
57 Thornapple Trail
Delaware, Ohio 43015

Motion: Mr. DiGenova moved to suspend the rules for Ordinance No. 15-76, seconded by Mr. Brush. Motion approved by a 6-0 vote.

Motion: Mr. DiGenova moved to adopt Ordinance No. 15-76, seconded by Mr. Brush. Motion approved by a 6-0 vote.

ITEM 15: ORDINANCE NO. 15-77 [Second Reading]

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR DELAWARE CITY SCHOOLS FOR AN ADDITION, RENOVATION, AND SITE IMPROVEMENTS FOR WOODWARD ELEMENTARY SCHOOL ON APPROXIMATELY 4.55 ACRES ZONED R-4 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AND LOCATED AT 200 SOUTH WASHINGTON STREET.

The Clerk read the ordinance for the second time.

Motion: Mr. DiGenova moved to suspend the rules for Ordinance No. 15-77, seconded by Mr. Brush. Motion approved by a 6-0 vote.

Motion: Mr. DiGenova moved to adopt Ordinance No. 15-77, seconded by Mr. Brush. Motion approved by a 6-0 vote.

ITEM 16: ORDINANCE NO. 15-78 [Public Hearing and Second Reading]

AN ORDINANCE APPROVING A REZONING FROM R-6 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO PO/I PMU (PLANNED OFFICE/INSTITUTIONAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) FOR OHIO WESLEYAN UNIVERSITY FOR SMALL LIVING UNITS (SLU'S) PHASES 1-5 ON APPROXIMATELY 1.373 ACRES LOCATED ON THE NORTH SIDE OF ROWLAND AVENUE BETWEEN SOUTH WASHINGTON STREET AND SOUTH LIBERTY STREET.

The Clerk read the ordinance for the second time.

Mr. Efland provided a presentation on the proposed site plan and provided information on the current established funding for Phase 1. Mr. Efland reviewed the Phases 2-5 including additional parking for each stage and the potential extension of the jay walk on Rowland Avenue.

There was no public participation.

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APPLICANT:

Randy Reger
137 N. Washington Street
Delaware, Ohio 43015

Motion: Mr. Brush moved to suspend the rules for Ordinance No. 15-78, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

Motion: Mr. Brush moved to adopt Ordinance No. 15-78, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

ITEM 17: ORDINANCE NO. 15-79 [Public Hearing and Second Reading]

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR OHIO WESLEYAN UNIVERSITY ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED FOR SMALL LIVING UNITS (SLU'S) PHASES 1-5 ON APPROXIMATELY 1.373 ACRES LOCATED ON THE NORTH SIDE OF ROWLAND AVENUE BETWEEN SOUTH WASHINGTON STREET AND SOUTH LIBERTY STREET.

The Clerk read the ordinance for the second time.

There was no public participation.

APPLICANT:

Randy Reger
137 N. Washington Street
Delaware, Ohio 43015

Motion: Mr. Brush moved to suspend the rules for Ordinance No. 15-79, seconded by Mr. Jones. Motion approved by a 6-0 vote.

Motion: Mr. Brush moved to adopt Ordinance No. 15-79, seconded by Mr. Jones. Motion approved by a 6-0 vote.

ITEM 18: ORDINANCE NO. 15-80 [Second Reading]

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR OHIO WESLEYAN UNIVERSITY FOR SMALL LIVING UNITS (SLU'S) PHASES 1-5 ON APPROXIMATELY 1.373 ACRES LOCATED ON THE NORTH SIDE OF ROWLAND AVENUE BETWEEN SOUTH WASHINGTON STREET AND SOUTH LIBERTY STREET ON PROPERTY ZONED PO/I PMU (PLANNED OFFICE/INSTITUTIONAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT).

The Clerk read the ordinance for the second time.

Motion: Mr. Brush moved to suspend the rules for Ordinance No. 15-80, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

Motion: Mr. Brush moved to adopt Ordinance No. 15-80, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

ITEM 19: ORDINANCE NO. 15-81 [Second Reading]

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR OHIO WESLEYAN UNIVERSITY FOR SMALL LIVING UNITS (SLU'S) PHASE 1

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ON APPROXIMATELY 1.373 ACRES LOCATED ON THE NORTH SIDE OF ROWLAND AVENUE BETWEEN SOUTH WASHINGTON STREET AND SOUTH LIBERTY STREET ON PROPERTY ZONED PO/I PMU (PLANNED OFFICE/INSTITUTIONAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT).

The Clerk read the ordinance for the second time.

Motion: Mr. Brush moved to suspend the rules for Ordinance No. 15-81, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

Motion: Mr. Brush moved to adopt Ordinance No. 15-81, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

ITEM 20: ORDINANCE NO. 15-60 [Public Hearing and Second Reading]

AN ORDINANCE TO AMEND SECTIONS 191.03 AND 191.14 OF THE CODIFIED ORDINANCES OF THE CITY OF DELAWARE, OHIO, TO PROVIDE FOR THE CONTINUATION OF AN EXISTING FIFTEEN ONE-HUNDREDTHS OF ONE PERCENT (0.15%) LEVY ON INCOME BY THE CITY FOR THE PURPOSE OF IMPROVING MUNICIPAL RECREATION FACILITIES AND PAYING THE DEBT SERVICES CHARGES ON SECURITIES ISSUED FOR THAT PURPOSE, BUT TO PROVIDE THAT THE FINAL CALENDAR YEAR IN WHICH THAT TAX MAY BE LEVIED SHALL BE THE CALENDAR YEAR IN WHICH THE DEBT SERVICE CHARGES ON SECURITIES ISSUED FOR THAT PURPOSE AND OUTSTANDING AS OF JUNE 1, 2015, AND ON ANY SECURITIES HEREAFTER ISSUED TO REFUND THOSE SECURITIES, HAVE BEEN FULLY PAID OR PROVIDED FOR.

The Clerk read the ordinance for the second time.

There was no public participation.

Motion: Mr. Brush moved to suspend the rules for Ordinance No. 15-60, seconded by Mr. Jones. Motion approved by a 6-0 vote.

Motion: Mr. Brush moved to adopt Ordinance No. 15-60, seconded by Mr. Jones. Motion approved by a 6-0 vote.

ITEM 21: ORDINANCE NO. 15-87 [First Reading]

AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE, TO PROVIDE ADDITIONAL FUNDING FOR A PROFESSIONAL ENGINEERING CONTRACT WITH POMEROY & ASSOCIATES TO PROVIDE A STORM WATER STUDY, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Motion: Mr. DiGenova moved to suspend the rules for Ordinance No. 15-87, seconded by Mr. Brush. Motion approved by a 6-0 vote.

Motion: Mr. DiGenova moved to enact the emergency clause for Ordinance No. 15-87, seconded by Mr. Brush. Motion approved by a 6-0 vote.

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Motion: Mr. DiGenova moved to adopt Ordinance No. 15-87, seconded by Mr. Brush. Motion approved by a 6-0 vote.

ITEM 22: ORDINANCE NO. 15-88 [First Reading]
AN ORDINANCE AMENDING ORDINANCE 15-57 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME, INTERMITTENT, AND SEASONAL EMPLOYEES OF THE CITY OF DELAWARE.

The Clerk read the ordinance for the first time.

Mrs. Keller recommended that Ordinance No. 15-88 be taken to a second reading.

Motion: Mr. DiGenova moved to suspend the rules for Ordinance No. 15-88, seconded by Mr. Brush. Motion failed with a 3-3 (Jones, Keller, Hellinger) vote.

ITEM 23: ORDINANCE NO. 15-89 [First Reading]
AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO ESTABLISH FUNDING FOR MATERIAL UPGRADES AT THE CSX RAIL CROSSINGS OF LONDON ROAD AND PENNSYLVANIA AVENUE, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CSX AS REQUIRED, AN DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Mr. Ferrigno discussed the necessary repairs at rail crossings and the benefits of using rubberized material upgrades.

Mr. Brush requested research on repairs needed for Pennsylvania Avenue, as there is little truck traffic on this road. Mr. Ferrigno to research last time this crossing was repaired.

ITEM 24: ORDINANCE NO. 15-90 [First Reading]
AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE ADDITIONAL FUNDING FOR LAND DEVELOPMENT-ENGINEERING PROFESSIONAL SERVICES, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Motion: Mr. Brush moved to suspend the rules for Ordinance No. 15-90, seconded by Mr. DiGenova. Motion approved by a 6-0 vote.

Motion: Mr. Brush moved to enact the emergency clause for Ordinance No. 15-90, seconded by Mr. DiGenova. Motion approved by a 6-0 vote

Motion: Mr. Brush moved to adopt Ordinance No. 15-90, seconded by Mr. DiGenova. Motion approved by a 6-0 vote.

ITEM 25: ORDINANCE NO. 15-91 [First Reading]
AN ORDINANCE ESTABLISHING AN ASSESSMENT FOR THE IMPROVEMENT OF PUBLIC STREETS AND EASEMENTS LOCATED AT THE RAIL CROSSING ACROSS PITTSBURGH DRIVE AND PROVIDING ALL NECESSARY APPURTENANCES THERETO.

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The Clerk read the ordinance for the first time.

ITEM 26: ORDINANCE NO. 15-92 [First Reading]

AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE ADDITIONAL FUNDING FOR CONTRACTED LABOR AND TO REDUCE THE APPROPRIATION FOR WAGES AND BENEFITS, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Mr. Stelzer discussed the need to use a temporary agency during an employee's maternity leave. Ms. Walker reviewed the City of Delaware Maternity Leave and FMLA regulations.

Motion: Mr. Brush moved to suspend the rules for Ordinance No. 15-92, seconded by Mr. Jones. Motion approved by a 6-0 vote.

Motion: Mr. Brush moved to enact the emergency clause for Ordinance No. 15-92, seconded by Mr. Jones. Motion approved by a 6-0 vote.

Motion: Mr. Brush moved to adopt Ordinance No. 15-92, seconded by Mr. Jones. Motion approved by a 6-0 vote.

ITEM 27: EXECUTIVE SESSION: PURSUANT TO OHIO REVISED CODE SECTION 121.22 (G) (3) PENDING OR IMMINENT COURT ACTION, SECTION 121.22 (G) (1) PERSONNEL, SECTION 121.22 (G) (5) MATTERS REQUIRED TO BE KEPT CONFIDENTIAL BY STATE STATUTE, SECTION 121.22 (G) (2) ACQUISITION OF PROPERTY FOR PUBLIC PURPOSE AND 121.22(G) (8) CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO A REQUEST FOR ECONOMIC DEVELOPMENT ASSISTANCE.

Executive Session deemed not necessary.

ITEM 28: FINANCE DIRECTOR'S REPORT

ITEM 29: CITY MANAGER'S REPORT

Mr. Homan provided information regarding an interest from Sakata, Japan on establishing a formal sister city relationship and that officials of Sakata are planning a visit to the City of Delaware along with the students of Sakata on their annual trip.

Mr. Homan indicated that there will be a ribbon cutting event for Habitat for Humanity's.

Information was provided on the YMCA end of summer block party.

Mr. Homan provided an update on the Veteran's Memorial Plaza contract and the wayfinding contract.

A discussion was held on setting Council work sessions for September 12, 2015 and October 5, 2015.

Mr. Homan stated that he will be out of the office August 29 through September 1, 2015.

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ITEM 30: COUNCIL COMMENTS

Mr. Jones requested an update on the potential pilot program to prevent trucks from hitting the railroad bridge on Central Avenue.

Mr. Jones voiced his concern, he discussed in Parking and Safety, regarding the congestion on the sidewalks in the downtown area in reference to the outdoor patios and the placement of planters and trash receptacles.

Mr. Jones requested an update on the dog park status. Mrs. Walker provided information regarding the fencing and an upcoming fundraiser scheduled for October 3, 2015.

Mr. DiGenova thanked Mr. Whited and staff for the Cheshire Crossing aerator.

Mr. Brush discussed a complaint he received regarding neighbors cats and asked if there was a requirement for how many cats a homeowner may have in residence. Mr. Shulman stated he will do some research on ordinances from other cities.

Mr. Brush requested that the fact sheets in the agenda packet have more expense and funding information.

Vice-Mayor Hellinger stated that he has a conversation with a constituent regarding the excellent service provided by EMS and Police.

Mayor Riggle provided information on a check received by Vintage Auto Club for hospice.

Mayor Riggle received a concern from a manager of Olentangy View Condominiums regarding the cost of trash removal by the city compared to the cost of private trash removal. Mr. Ferrigno to report to Council on the rate structure.

ITEM 31: ADJOURNMENT

Motion: Mr. Brush moved to adjourn the meeting. The meeting adjourned at 7:56 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk

PUBLIC WORKS/PUBLIC UTILITIES COMMITTEE
MOTION SUMMARY
July 7, 2015

ITEM 1. Roll Call

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

Members Present: Mayor Carolyn Riggle and Chairman Chris Jones

Members Absent: Vice-Chairman Kent Shafer

City Staff Present: Bill Ferrigno, Director of Public Works/City Engineer, Brad Stanton, Director of Public Utilities, Dan Whited, Director Public Service Group, and Linda Mathews, Customer Service Liaison

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

ITEM 2. APPROVAL of the Motion Summary of the Public Works/Public Utilities Committee meeting held May 5, 2015, as recorded and transcribed.

Motion: Mayor Riggle moved to approve the Motion Summary of the Public Works/Public Utilities Committee meeting held May 5, 2015, seconded by Chairman Jones. Motion approved by a 2-0 vote.

ITEM 3. PUBLIC COMMENTS

There was no public comment.

ITEM 4. UPDATE of 2016-2020 Capital Improvements Resurfacing Program

Mr. Ferrigno discussed the 2016-2020 Street Resurfacing Program and informed the committee that staff is converting data to provide a letter rating format on current street conditions. This rating will assist with prioritizing needs.

Mr. Ferrigno discussed the rate of deterioration on underutilized streets and that staff now looks at future development to determine potential road needs and expected utilization of the road.

ITEM 5. UPDATE of 2015 and 2016 SafeWalks Program

Mr. Ferrigno informed that there are no current appeals in process at this time. Mr. Ferrigno reviewed the 2016 schedule and provided a map of the Safe Walk Program. Mr. Ferrigno reviewed a Resolution for Necessity for construction of

sidewalks, curbs, or gutters, and requested for the committee to determine if would like this placed on the consent agenda or as an agenda item. Mayor Riggle recommended for discussion that item be placed on the agenda.

Motion: Mayor Riggle moved to recommend for staff to bring the resolution to council in support of the resolution, seconded by Chairman Jones. Motion approved by a 2-0 vote.

Mr. Jones requested an update on a potential appeal at 107 Acton Court.

ITEM 6. UPDATE of AMI Program

Mr. Stanton stated that the consultants, CH2M are developing a city staff task committee to determine what staff feels are priorities and needs to have a functional AMI program in the City of Delaware.

ITEM 7. UPDATE on Public Utilities Projects and Activities

Mr. Stanton discussed various projects that are in progress, including the Park Avenue water line project, improvements to Blue Limestone Park, water and sewer extension to Innovation Court and Sawmill Parkway, and Bernard Avenue storm water improvements.

Mr. Stanton discussed the placement and progress of the 3 canoe launches at Mingo Park and Cherry Street from the grant that was received from the Ohio Department of Natural Resources.

A discussion was held on the Sanitary Sewer Master Plan Update and updates to Merrick Parkway.

ITEM 8. UPDATE on Public Works Projects and Activities

Mr. Ferrigno discussed the crack and seal program indicating that due to continuous rain the right-of-way mowing cycle has been interrupted.

Mr. Ferrigno discussed sidewalk and concrete repairs.

20 recycling cans have arrived and will be placed throughout the downtown area. Mr. Ferrigno will monitor the proper utilization of the recycling cans for a year.

Mr. Ferrigno discussed a recent meeting held with Columbia Gas concerning the issue of a gas line replacement in the Northwest Neighborhood. Mr. Ferrigno indicated that Columbia Gas plans to hold public meetings to inform impacted residents on the project.

Mr. Ferrigno reviewed a draft ordinance to purchase rock salt for the next winter season and that the City has been able to procure 2,500 tons of road salt through the Ohio Department of Transportation Summer Salt Fill Cooperative Purchasing Program at a delivered cost of \$74.01 per ton and that the program requires the salt ordered by August 15, 2015.

Motion: Mayor Riggle moved to bring to Council the ordinance in full support, seconded by Chairman Jones. Motion approved by a 2-0 vote.

Mr. Whited discussed a recent conversation with Delaware County, Director of Environmental Services, Tiffany Jenkins. Ms. Jenkins discussed need for emergency repairs to the Transfer Station. Mr. Whited discussed the need for a task force to explore future options of disposing refuse.

Motion: Mayor Riggle moved to move forward to explore a joint task force with both county and city staff to explore future disposition of transfer station and determine what it means to us as a community, seconded by Mr. Jones. Motion approved by a 2-0 vote.

ITEM 9. STAFF COMMENTS

ITEM 10. MEMBER COMMENTS

Chairman Jones discussed a study that is available on pervious pavers.

Chairman Jones discussed the need to concentrate on sustainability in the City of Delaware, and plans to work alongside Ohio Wesleyan University to provide a Sustainability Internship in the City of Delaware.

ITEM 10. ADJOURNMENT

Motion: Mayor Riggle moved to adjourn the Public Works/Public Utilities Committee meeting, seconded by Chairman Jones. The meeting adjourned at 8:01 p.m.



Chris Jones, Chairman



Elaine McCroskey
Clerk

SHADE TREE COMMISSION
July 28, 2015
MOTION SUMMARY

ITEM 1. Roll Call

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

Members Present: Brenda Hendricks, Jim Buck, Tom Glissman, Amanda Mowry, Paul Olen, Tom Wolber, Vice-Chairwoman Susan Wright, and Chairman Dave Carey

Members Absent: Juliette Rike and Councilmember Joe DiGenova

Staff Present: Doug Richmond, City Arborist

Motion to Excuse: Mr. Wolber moved to excuse Ms. Rike and Councilmember DiGenova, seconded by Vice-Chairwoman Wright. Motion approved by an 8-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY of Shade Tree Commission meeting of June 23, 2015 as recorded and transcribed.

Motion: Vice-Chairwoman Wright moved to approve the Motion Summary for the June 23, 2015 meeting, seconded by Mr. Wolber. Motion passed by a 7-0-1 (Olen) vote.

ITEM 3. PUBLIC COMMENTS

ITEM 4. UPDATE of Tree Stewardship Program

Chairman Carey indicated that there was no additional interest found in the Tree Stewardship Program on the Cheshire Crossing Community Facebook page. Chairman Carey discussed providing a survey to residents that are interested on which date they prefer and have Mr. Richmond pick the date.

Mr. Richmond provided approximate funding available to purchase necessary pruning equipment.

ITEM 5. ARBORIST REPORT

Mr. Richmond reviewed the monthly summary and activity completed for July 2015.

A discussion was held on the use of the Cost Share Program for street tree replacements.

A discussion was held on revisions to the approved street tree list. Mr. Richmond recommended that the Commission review the tree lawn area to help determine the appropriate tree replacement. Mr. Richmond also requested that no street trees have berries, makes messes or have large leaves. Chairman Carey requested that Commission members research the tree stature, roots system, fruit characteristic, and soil type for the August meeting.

ITEM 6. STAFF COMMENTS

Mr. Richmond reviewed the customer service requests and discussed request for inspection of viability of trees.

ITEM 7. MEMBER COMMENTS

A discussion was held regarding the concern over soil compaction and the potential negative effects at construction zone areas. A concern was voiced over the current construction at Dempsey Middle School. Mr. Olen discussed the need for increased awareness to the situation and Chairman Carey would like to pursue solutions and recommend to Council to amend city code to protect trees and landscaped during construction.

Ms. Mowry indicated that she will not be at the August meeting.

ITEM 8. PLAN REVIEWS

- A. Communities at Glenross-Section 6-10- Informational only.
- B. Woodward Elementary School-Plans approved with recommended changes to ensure Red Buds left from sidewalks and parking lots.
- C. Reserve at Quail Pass Phase 2-Plans approved with recommendation for tree substitution of Cleveland Select Pear Tree to Black Tupelo Tree.
- D. Lantern Chase Phase 2, Section 6, Part 1-Informational only
- E. Heatherton Section 5-Plans approved as submitted.

ITEM 9. ADJOURNMENT

Motion: Chairman Carey moved to adjourn the meeting, seconded by Vice-Chairwoman Wright. The Shade Tree Commission meeting adjourned at 8:30p.m.

Susan Wright

for Chairman Carey
Clare Mowry

Clerk

**PLANNING COMMISSION
MOTION SUMMARY
August 5, 2015**

ITEM 1. Roll Call

Vice-Chairman Simpson called the Planning Commission meeting to order at 7:00 p.m.

Members Present: George Mantzoros, Jim Halter, Colleen Tucker-Buck, Adam Lemke, Dean Prall, and Vice-Chairman Stacy Simpson

Members Absent: Chairwoman Lisa Keller

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

Motion to Excuse: Mr. Halter moved to excuse Chairwoman Keller, seconded by Ms. Tucker-Buck. Motion approved by a 6-0 vote.

ITEM 2. Approval of the Motion Summary of the Planning Commission meeting held on July 1, 2015, as recorded and transcribed.

Motion: Mr. Halter moved to approve the Motion Summary for the July 1, 2015 meeting, seconded by Mr. Lemke. Motion passed by a 6-0 vote.

ITEM 3. REGULAR BUSINESS

A. Woodward Elementary School

- (1) 2015-1306: A request by Delaware City Schools for approval of a Conditional Use Permit for an Addition, Renovation and Site Improvements for Woodward Elementary School on approximately 4.55 acres zoned R-4 (Medium Density Residential District) and located at 200 South Washington Street.
- (2) 2015-1307: A request by Delaware City Schools for approval of a Combined Preliminary and Final Development Plan for an Addition, Renovation and Site Improvements for Woodward Elementary School on approximately 4.55 acres zoned R-4 (Medium Density Residential District) and located at 200 South Washington Street.

Anticipated Process

a. Staff Presentation

Mr. Schultz provided a presentation that included the zoning map and location map. Mr. Schultz provided a history of the construction and renovation of the building. Also included in the presentation were the site plan, building elevations, tree removal plan, and landscape plan.

b. Applicant Presentation

APPLICANT:

Larry Davis
149 Westwood Ave.
Delaware, Ohio 43015

Mr. Davis discussed the plans for the bus drop off location and procedures. Discussion was also held on the addition of parking spaces.

c. Public comment (public hearing)

There was no public comment.

d. Commission Action

Motion: Mr. Halter moved to approve 2015-1306, along with all staff recommendations and conditions, seconded by Mr. Lemke. Motion approved by a 6-0 vote.

Motion: Mr. Halter moved to approve 2015-1307, along with all staff recommendations and conditions, seconded by Mr. Lemke. Motion approved by a 6-0 vote.

B. 2015-1282: A request by Kroger Distribution Center for approval of a Conditional Use Permit to install an above ground hydrogen storage tank at 2000 Nutter Farm Lane on approximately 162 acres zoned M-2 (General Manufacturing District) with text limitations.

Anticipated Process

a. Staff Presentation

Mr. Efland reviewed the proposed site plans and storage tank elevations. Mr. Efland discussed the requirements for a Conditional Use Permit and staff recommendations and conditions.

b. Applicant Presentation

APPLICANT:

Dallas Morrison
2727 Tuller Parkway, Suite 200
Dublin, Ohio 43017

Steve Delmonico
986 Albany Shaker Rd.
Latham, New York

- c. Public comment (public hearing)

There was no public comment.

- d. Commission Action

Motion: Mr. Lemke moved to approve 2015-1282, along with all staff recommendations and conditions, seconded by Ms. Tucker-Buck. Motion approved by a 6-0 vote.

C. Ohio Wesleyan University

- (1) 2015-1322: A request by Ohio Wesleyan University for approval of a Rezoning Amendment from R-6 (Multi-Family Residential District) to PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District) for Small Living Units (SLU's) Phases 1-5 on approximately 1.373 acres located on the north side of Rowland Avenue between South Washington Street and South Liberty Street.
- (2) 2015-1324: A request by Ohio Wesleyan University for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established for Small Living Units (SLU's) Phases 1-5 on approximately 1.373 acres located on the north side of Rowland Avenue between South Washington Street and South Liberty Street
- (3) 2015-1325: A request by Ohio Wesleyan University for approval of a Preliminary Development Plan for Small Living Units (SLU's) Phases 1-5 on approximately 1.373 acres located on the north side of Rowland Avenue between South Washington Street and South Liberty Street on property zoned to PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District)
- (4) 2015-1326: A request by Ohio Wesleyan University for approval of a Final Development Plan for Small Living Units (SLU's) Phase 1 on approximately 1.373 acres located on the north side of Rowland Avenue between South Washington Street and South Liberty Street on property zoned to PO/I PMU (Planned Office/Institutional District with a Planned Mixed Use Overlay District)

Anticipated Process

- a. Staff Presentation

Mr. Efland reviewed the zoning map, building elevations, extension of the jay walk on Rowland Avenue, and the site plan. Mr. Efland discussed the Phases 1 thru 5. Mr. Efland reviewed the parking plan and discussed the parking study that was required by the University and the projected parking increases at each phase of the project.

Mr. Lemke questioned the Commission and the Applicant if they would like

him to remove himself from the vote, as his wife is employed through the University. Commission members and applicant voiced no concerns.

b. Applicant Presentation

APPLICANT:

Randy Reger
137 North Washington St.
Delaware, Ohio

Peter Schantz
28 Hayes St.
Delaware, Ohio

c. Public comment (public hearing)

There was no public comment.

d. Commission Action

Motion: Ms. Tucker-Buck moved to approve 2015-1322, along with all staff recommendations and conditions, seconded by Mr. Prall. Motion approved by a 6-0 vote.

Motion: Ms. Tucker-Buck moved to approve 2015-1324, along with all staff recommendations and conditions, seconded by Mr. Prall. Motion approved by a 6-0 vote.

Motion: Ms. Tucker-Buck moved to approve 2015-1325, along with all staff recommendations and conditions, seconded by Mr. Prall. Motion approved by a 6-0 vote.

Motion: Ms. Tucker-Buck moved to approve 2015-1326, along with all staff recommendations and conditions, seconded by Mr. Prall. Motion approved by a 6-0 vote.

D. 2015-1270: A request by MI Homes of Central Ohio for approval of a Final Subdivision Plat for Lantern Chase Phase 2 Section 6 Part 1 for 47 single family lots on 11.974 acres zoned R-3 (One Family Residential District) located north of Silversmith Lane.

Anticipated Process

a. Staff Presentation

Mr. Schultz reviewed the zoning map and provided an aerial photograph. Mr. Schultz reviewed the approved preliminary subdivision plat and reviewed

access to the site. Also reviewed were the 7 documented conditions and Mr. Efland read into the record the added 8th condition which pertained to the proposed storm water outlet.

b. Applicant Presentation

Jeff Strung
5500 New Albany Road
Columbus, Ohio

c. Public comment (no public hearing)

d. Commission Action

Motion: Mr. Lemke moved to approve 2015-1270, along with all staff conditions and recommendations, including condition 8 that was read into the record on August 5, 2015, seconded by Mr. Prall. Motion approved by a 6-0 vote.

E. 2015-0806: A request by STG Development LTD for approval of a Final Development Plan for Phase 2 of The Village Gate Apartments for 68 apartment units on 6.8 acres located north of Bowtown Road and at the terminus of Ferguson Avenue just west of the existing Village Gate Apartments on property zoned R-6 (Multi-Family Residential District).

Anticipated Process

a. Staff Presentation

Mr. Schultz provided a presentation that included the original 1998 approved Development Plan. Mr. Schultz reviewed the proposed site plan, layout, building elevations, landscape plan, fencing plan, and all staff conditions. Mr. Schultz also reviewed the bike path requirement and addressed Ms. Tucker-Buck's concern regarding the lighting for the path. Mr. Efland explained that there are no lights for the bike path in the current bid. Mr. Efland reviewed the access points of entrance.

b. Applicant Presentation

APPLICANT:

Megan Cyr
350 Worthington Rd., Suite B
Westerville, Ohio

Jack Wendell
536 S. Wall St., Suite 300
Columbus, Ohio

Mr. Wendell voiced a concern over the requirement for the bike path, and felt that this should not occur in this development. Discussion was held with the Commission; with the desire by the Commission for the condition of the bike path construction remain.

Mr. Wendell requested that the requirement for the dumpster enclosure be changed, as there is not a brick enclosure on the dumpsters in Phase 1. Mr. Efland discussed the requirement as a normal condition and the Commission discussed their preference to have the dumpster with the enclosure and gates in Phase 2.

Mr. Wendell stated that they will accept all conditions and recommendations by staff.

- c. Public comment (no public hearing)

Public Participation:

Mark Furlong
P.O. Box 382
Grove City, Ohio

Mr. Furlong discussed the previous plans for a road to adjourn his property. Mr. Efland discussed that the plan had been updated.

- d. Commission Action

Motion: Mr. Halter moved to approve 2015-0806, along with all staff conditions and recommendations, seconded by Ms. Tucker-Buck. Motion approved by a 6-0 vote.

F. The Communities at Glenross

- (1) 2015-1328: A request by Pulte Homes of Ohio for approval of an Amended Preliminary Development Plan for The Communities at Glenross Sections 6-10 for 166 single family lots on 84.04 acres zoned R-2 PMU (One Family Residential District with Planned Residential District) located north of Cheshire Road between Balmoral Drive and the railroad tracks.
- (2) 2015-1329: A request by Pulte Homes of Ohio for approval of an Amended Preliminary Subdivision Plat for The Communities at Glenross Sections 6-10 for 166 single family lots on 84.04 acres zoned R-2 PMU (One Family Residential District with Planned Residential District) located north of Cheshire Road between Balmoral Drive and the railroad tracks.

Anticipated Process

a. Staff Presentation

Mr. Efland reviewed proposed sections 6 thru 10, and reviewed the open and active designated green spaces. Mr. Efland discussed the use of roundabouts in the neighborhood and Ms. Stachler explained the use of the roundabouts will replace warranted four way stop signs.

Ms. Tucker-Buck questioned the use of Silver Fox Way as a street name for a court. Mr. Efland plans to research the appropriate name of the court.

b. Applicant Presentation

APPLICANT:

Steve Peck
4900 Tuttle Crossing Blvd.
Dublin, Ohio

c. Public comment (no public hearing)

d. Commission Action

Motion: Mr. Halter moved to approve 2015-1328, along with all staff recommendations and conditions, seconded by Mr. Prall. Motion approved by a 6-0 vote.

Motion: Mr. Halter moved to approve 2015-1329, along with all staff recommendations and conditions, seconded by Mr. Prall. Motion approved by a 6-0 vote.

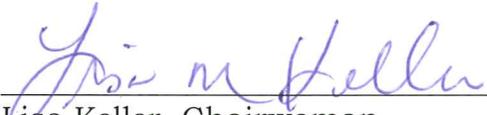
ITEM 4. PLANNING DIRECTOR'S REPORT

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

ITEM 6. NEXT REGULAR MEETING: September 2, 2015

ITEM 7. ADJOURNMENT:

Motion: Vice-Chairman Simpson moved for the August 5, 2015 Planning Commission meeting to adjourn. The meeting adjourned at 9:33 p.m.



Lisa Keller, Chairwoman



Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM D DATE: 9/14/15
ORDINANCE NO: RESOLUTION NO: 15-46
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: William L. Ferrigno, P.E., Public Works Director/City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE MODIFICATION OF CERTAIN TRAFFIC CONTROL SIGNAGE TO EXTEND THE NO PARKING HERE TO CORNER ZONE ON THE EAST SIDE OF BRUCE ROAD TO 150 FEET SOUTH OF HILLS MILLER ROAD.

BACKGROUND:

Residents living in the neighborhood requested that the No Parking Here to Corner zone be extended further south on the east side of Bruce Road to provide for safe maneuverability of vehicles at the intersection of Hills Miller Road and Bruce Road. Staff reviewed this request and found that the existing No Parking Here to Corner zone on Bruce Road is 30 feet south of Hills Miller Road. Staff recommended that the zone be extended to 150 feet south of Hills Miller Road to provide adequate space for vehicles to safely maneuver at the intersection and for vehicles to stack on Bruce Road whom are waiting for a gap in traffic to safely turn onto Hills Miller Road.

REASON WHY LEGISLATION IS NEEDED:

The placement of regulatory signage requires City Council authorization for permanent enforcement.

COMMITTEE RECOMMENDATION:

The action is being taken as a result Parking and Safety Committee recommendation at the August 17, 2015 meeting.

FISCAL IMPACT(S):

The cost of materials and labor to relocate the sign is estimated at \$50.00 to come out of the Public Works Traffic Division annual operating budget.

POLICY CHANGES:

None

PRESENTER(S):

William L. Ferrigno, P.E., Public Works Director/City Engineer

RECOMMENDATION:

Approval

ATTACHMENT(S)

Parking Restriction Map



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM E DATE: 9/14/15
ORDINANCE NO: RESOLUTION NO: 15-47
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: William L. Ferrigno, P.E., Public Works Director/City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE MODIFICATION OF CERTAIN TRAFFIC CONTROL SIGNAGE TO ADJUST THE NO PARKING HERE TO CORNER ZONE ON THE WEST SIDE OF NORTH LIBERTY STREET TO 65 FEET SOUTH OF GRISWOLD STREET AND REPEALING A PORTION OF RESOLUTION NO. 87-8 ESTABLISHING THE NO PARKING ZONE ON THE WEST SIDE OF NORTH LIBERTY STREET SOUTH OF GRISWOLD STREET.

BACKGROUND:

Resident living on North Liberty Street requested the No Parking Here to Corner zone on the west side just south of Griswold Street be reviewed for possible adjustment due to it being unusually far from the intersection. Staff re-evaluated the No Parking Here to Corner zone and found that it could be adjusted from 91 feet south of Griswold Street, as established with resolution 87-8, to 65 feet south of Griswold Street.

REASON WHY LEGISLATION IS NEEDED:

The placement of regulatory signage requires City Council authorization for permanent enforcement.

COMMITTEE RECOMMENDATION:

The action is being taken as a result Parking and Safety Committee recommendation at the August 17, 2015 meeting.

FISCAL IMPACT(S):

The cost of materials and labor to relocate the sign is estimated at \$50.00 to come out of the Public Works Traffic Division annual operating budget.

POLICY CHANGES:

None

PRESENTER(S):

William L. Ferrigno, P.E., Public Works Director/City Engineer

RECOMMENDATION:

Approval

ATTACHMENT(S)

N/A



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM F DATE: 9/14/15
ORDINANCE NO: RESOLUTION NO: 15-48
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: William L. Ferrigno, P.E., Public Works Director/City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE INSTALLATION OF A NO PARKING ANYTIME ZONE ON THE WEST SIDE OF BRUCE ROAD FROM HILLS MILLER ROAD TO 165 FEET SOUTH OF TUDOR DRIVE.

BACKGROUND:

Residents living in the neighborhood requested that parking be prohibited on the west side of Bruce Road to provide for the safe maneuverability of vehicles on Bruce Road and improve visibility of area children playing adjacent to the street. This area is also a "Hot Spot", according to the Fire Chief, which means they have had a significant number of Fire/EMS runs to this area which they access off of Bruce Road. Staff reviewed this request and found that Bruce Road is 30-foot wide which is not sufficient width for parking on both sides and two (2) lanes of travel, therefore recommended parking be restricted on one side of the roadway.

REASON WHY LEGISLATION IS NEEDED:

The placement of regulatory signage requires City Council authorization for permanent enforcement.

COMMITTEE RECOMMENDATION:

The action is being taken as a result Parking and Safety Committee recommendation at the August 17, 2015 meeting.

FISCAL IMPACT(S):

The cost of materials and labor to install these signs is estimated at \$450.00 to come out of the Public Works Traffic Division annual operating budget.

POLICY CHANGES:

None

PRESENTER(S):

William L. Ferrigno, P.E., Public Works Director/City Engineer

RECOMMENDATION:

Approval

ATTACHMENT(S)

Parking Restriction Map

8. PRESENTATIONS:

- A. Veterans Plaza Update – Josh Helms, OHM Advisors and Bill Morgan, 2K General

- B. Electric Vehicle Charging Stations - Cari Oberfield, CBO, Renergy, Inc., Jimmy Smith, Ohio EV Solutions, and Matt Stephens-Rich, Clean Ohio Fuels

This presentation, about electric car charging stations, follows a similar one done for the Parking and Safety Committee at their May 18 meeting. Following that presentation, it was recommended that the presentation be made to all of Council.

Renergy is an Ohio-based alternative energy company. Here is a link to their website www.renergy.com.

City of Delaware Veterans Memorial Plaza

Honor. Reflect. Celebrate.



2K General + OHM Advisors
September 14, 2015

Local Partners



Simco Electric



landscapeforms®

Project Goals

Memorial Design

- Commemorate 12 wars since Revolutionary
- Flexibility to remove and personalize pavers over time
- Incorporate restored cannon
- Honor plaza donors



Project Goals

Consider Context

- Utilize durable and sustainable materials (children at YMCA and Spray and Play)
- Maintain flow between YMCA and National Guard Training Center
- Turnkey, low maintenance design

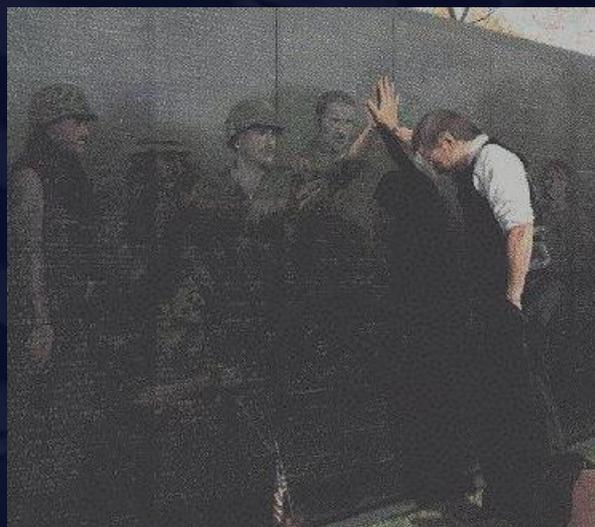


Spray and Play Groundbreaking

Create a memorial that will...



Honor.



Reflect.



Celebrate.

...our heroes and their sacrifices.

Honor. Reflect. Celebrate.

DESIGN CONCEPT



Delaware Veteran's Memorial

Honor. Reflect. Celebrate.

Design Concept



1 - Circle of Remembrance

2 - Walk of Solitude

3 - Ribbons of Honor

4 - Stars of Reflection

5 - Walls of Gratitude

6 - People Plaza

Circle of Remembrance

Central, elevated focal point of plaza,
features eternal flame sculptural
element.

dynamic ● focal point ● striking

Circle of Remembrance



Honor. Reflect. Celebrate.

Circle of Remembrance



Walk of Solitude

Pathway connects the two sides of the plaza following the form of the circle of remembrance, a quiet area for reflection.

pensive ● thoughtful ● calming

Walk of Solitude



Honor. Reflect. Celebrate.

Walk of Solitude



Ribbons of Honor

Staggered along the plaza, the ribbons resemble stripes on our flag and feature removable pavers that can be engraved to honor our service men and women.

revere ● honor ● flexible

Ribbons of Honor



Honor. Reflect. Celebrate.

Ribbons of Honor



Stars of Reflection

Illuminated stars of reflection at the end of each ribbon commemorate each war fought since the Revolutionary War.

events ● history ● remember

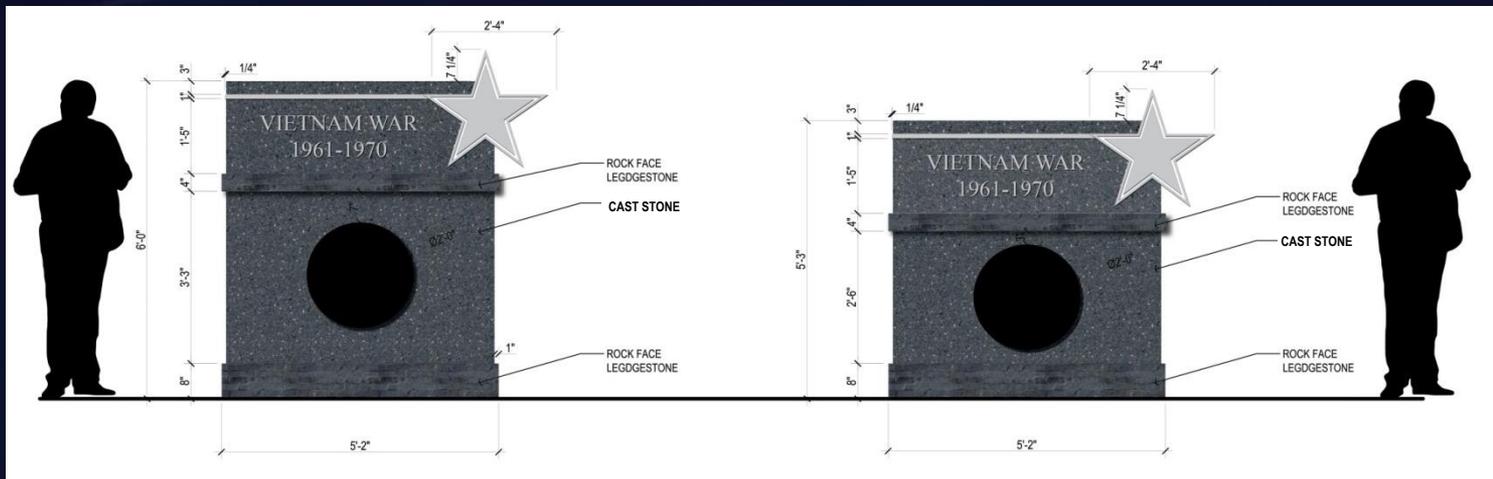
Stars of Reflection



Commemorates each war fought since the Revolutionary War:

- 1 - Revolutionary War
- 2 - The War of 1812
- 3 - Mexican War
- 4 - Civil War
- 5 - Spanish-American War
- 6 - World War I
- 7 - World War II
- 8 - Korean War
- 9 - Vietnam War
- 10 - Persian Gulf War
- 11 - Afghanistan War
- 12 - Iraq War

Stars of Reflection

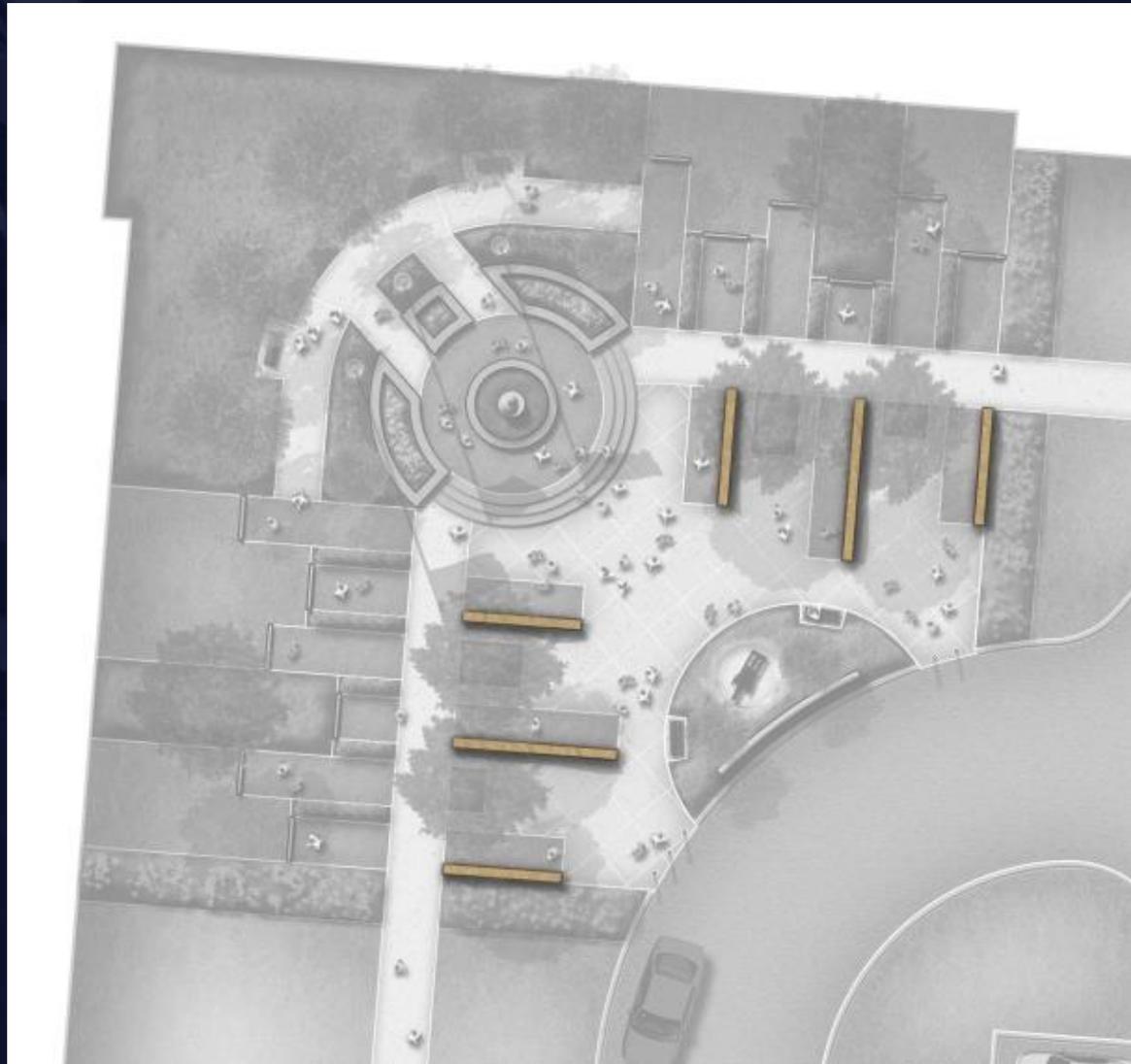


Walls of Gratitude

Personal letters and photographs mounted to undulating seat walls share the stories of the families and friends of service men and women.

engage ● educate ● thank

Walls of Gratitude



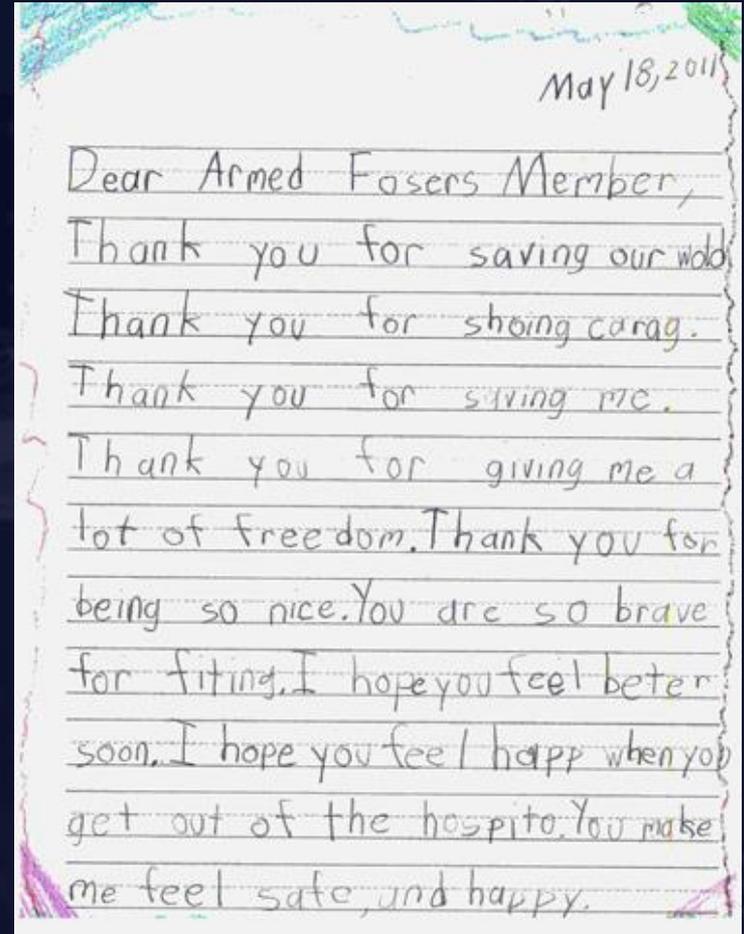
Honor. Reflect. Celebrate.

Walls of Gratitude



Walls of Gratitude

Inspired by...



People Plaza

Offering an area for community events, the people plaza is a celebratory open space that allows citizens to gather, celebrate our freedom, and explore the plaza.

social ● events ● freedom

People Plaza



Honor. Reflect. Celebrate.

People Plaza



Night Perspective





RETHINK REPURPOSE REDUCE



Renergy is committed to reducing carbon emissions through the responsible and sustainable use of bioenergy. We repurpose waste to create electricity, renewable natural gas (RNG), soil nutrients and reclaimed water.

Our current partnership with The City provides sustainable transportation and processing of municipal waste. We are excited about the opportunity to further our relationship by installing the first public electric vehicle charging stations in The City of Delaware.



ELECTRIFYING THE FUTURE

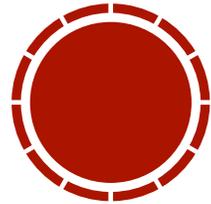
Become a part of the electric transportation future

Electric Vehicle Projections for the State of Ohio

* Data provided by Clean Fuels Ohio

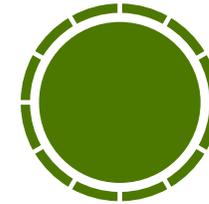
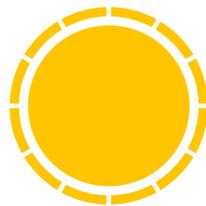
Projected EV Ownership

By 2030, ownership of all types of plug-in electric vehicles in the Cleveland and Columbus MSAs is projected to number over 250,000.



Driving Range

Over 70% of drivers in the study areas of Cleveland and Columbus commute less than 20 miles round trip each day, and over 80% of drivers commute less than 50 miles, distances which are well within the range limit of even the all-electric vehicles on the market today

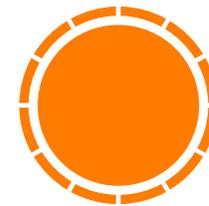


Residential Charging Station Demand

By 2030, approximately 125,000 charging stations will have been installed at the homes of EV owners in the Cleveland and Columbus MSAs combined

Non-Residential Charging Station Demand

By 2030, the Cleveland and Columbus MSAs combined will need over 50,000 non-residential charging stations installed at workplaces and destinations



* Clean Fuels Ohio and Ohio Department of Transportation began convening a statewide EV stakeholder group representing organizations engaged in diverse electric vehicle planning activities throughout Ohio. In September 2011, Clean Fuels Ohio was awarded \$500,000 under the US Department of Energy's Clean Cities Community Readiness and Planning for Plug-In Electric Vehicles and Charging Infrastructure program to conduct a study that would result in an electric vehicle readiness plan for the State of Ohio. The DOE's objective for this program is to reduce U.S. petroleum dependence and build the foundation for a modern and resilient transportation system that responds to emerging innovations in mobility systems

Installing electric vehicle charging stations within the City will show a commitment to sustainable growth, conserving energy and resources and reducing greenhouse gases and other pollutants in the City of Delaware and State of Ohio.

Renergy proposes to help further the City of Delaware's green initiatives with the installation of Renergy EV charging stations at one to two designated parking spaces in the city.

Electric Vehicle Supply Equipment (EVSE)

Charging station Options

Level 1 EVSE

Level 1 EVSE provides charging through a 120-volt (V) AC plug. Based on the battery type and vehicle, Level 1 charging adds about 2 to 5 miles of range to a PEV per hour of charging time.

Level 2 EVSE

Level 2 EVSE offers charging through a 240-V (typical in residential applications) or 208-V (typical in commercial applications) electrical service. Level 2 charging adds about 10 to 20 miles of range to a PEV per hour of charging time.

DC Fast Charge EVSE

DC fast-charging EVSE (480-V AC input to the EVSE) enables rapid charging at sites such as heavy traffic corridors and public fueling stations. A DC fast charger can add 60 to 80 miles of range to a PEV in 20 minutes.



Private-Public Partnership

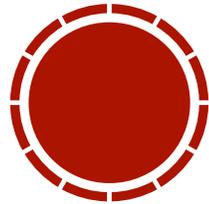
- Renergy to provide capital and operate free public charging station(s)
- Stations to be co-branded
- Joint Marketing and PR efforts by Renergy, City of Delaware and Clean Fuels Ohio
- City of Delaware to provide free or metered parking spaces, signage and utilities

Community Benefits

Electric vehicles (EVs) hold the potential of transforming the way the world moves. EVs can increase energy security by diversifying the fuel mix and decreasing dependence on petroleum, while also reducing emissions of greenhouse gases and other pollutants. Just as important, EVs can unlock innovation and create new advanced industries that spur job growth and enhance economic prosperity. The City of Delaware can help accelerate this transition by creating EV-friendly ecosystems and building the foundation for widespread adoption while being a leader in sustainability.

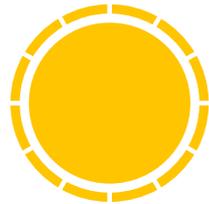
Reduce Energy Dependence

Reduce U.S. reliance on imported petroleum and increase energy security



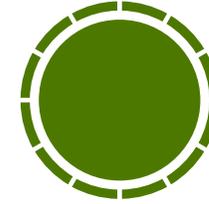
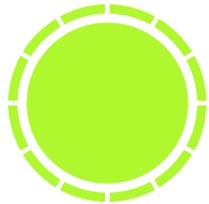
Promote Environmental Goals

Hosting a charging station is a highly visible way to state the City's environmental values, which may help contribute to a "green" image that attracts and retains customers who share these values.



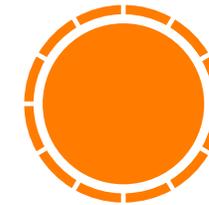
Improved Public Health

Electric vehicles emit no tailpipe emissions into the atmosphere.



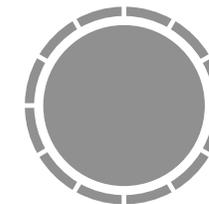
Reduce Carbon Emissions

Making it easier for residents to own electric vehicles will increase adoption and reduce the City's overall carbon emission



Consumer Attraction and Retention

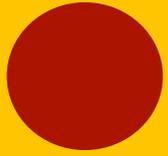
Offering charging is a direct way to attract and retain new, PEV-driving customers in and around the city



LEED Certification Goals

Installing a public charging station contributes toward LEED (Leadership in Energy and Environmental Design) certification goals.

Proposed EV Station Location



High Visibility



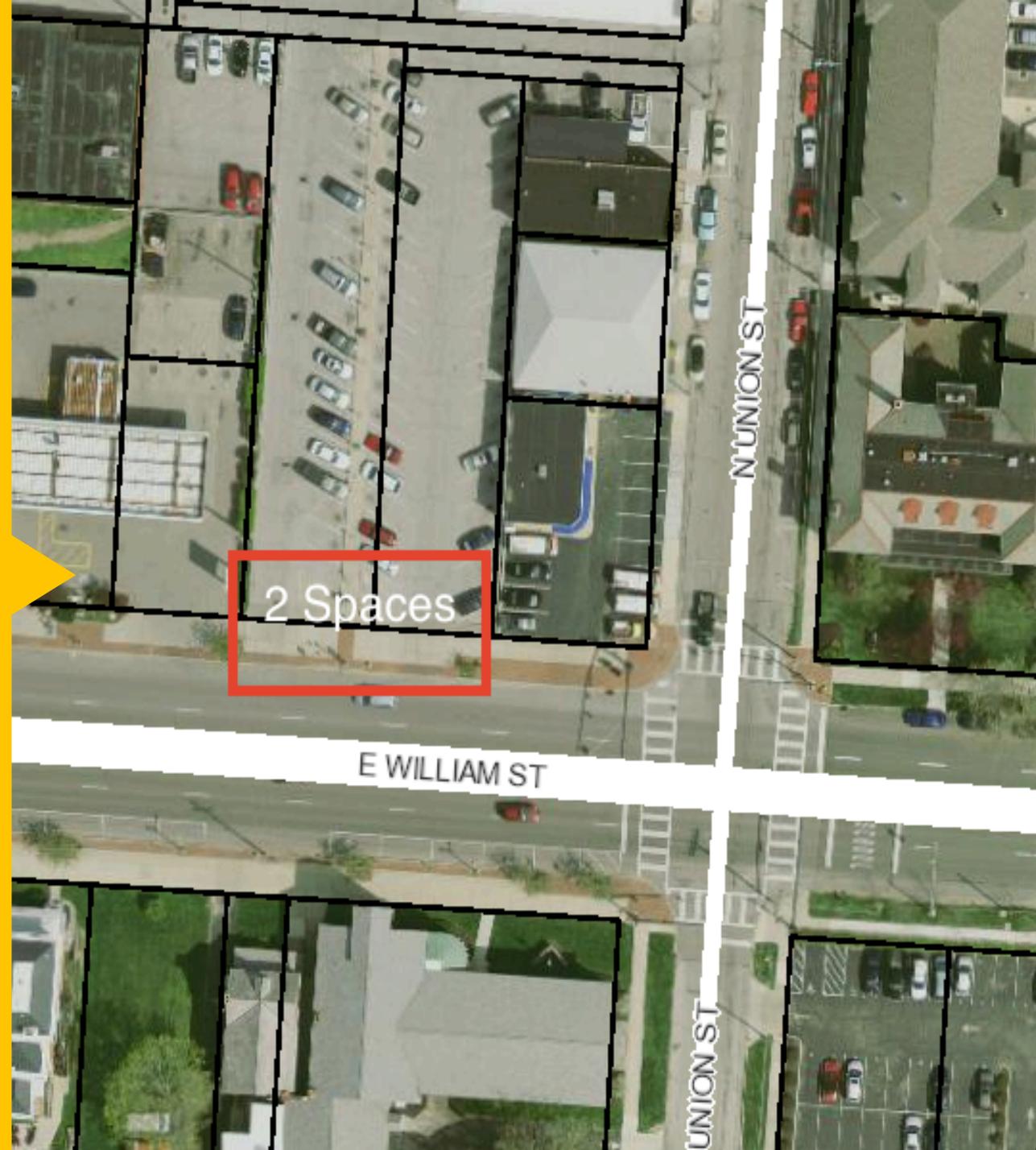
Easy Access for Drivers



City of Delaware will be recognized as a leader in sustainability

With public EV charging stations, consumers who own alternative fuel vehicles will have the benefit of a great location to charge their vehicle while they shop, eat and enjoy downtown Delaware.

A private-public partnership between Renergy and the City of Delaware enables us to support environmental goals, the market and Delaware residents, making the choice to switch to an electric vehicle that much easier.



Renenergy is committed to creating environmental and economic sustainability
with our partners.

Thank You

Cari Oberfield, CBO Renenergy
cdoberfield@renenergy.com
Renenergy.com



RENERGY



FACT SHEET

AGENDA ITEM NO: 9

DATE: 9/14/15

ORDINANCE NO:

RESOLUTION NO: 15-43

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: ---

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION NAMING THE STREET WHERE VETERANS PARK AND THE COMMUNITY CENTER/YMCA ARE LOCATED AS VETERANS DRIVE.

BACKGROUND:

The City temporarily named the street Recreation Drive during construction of the YMCA and the National Guard. Adoption of the Resolution would formally name the street Veterans Drive.

REASON WHY LEGISLATION IS NEEDED:

The City needs to formally adopt a name for the street for mapping purposes.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The cost of the signage is estimated to be \$50.00

POLICY CHANGES:

N/A

PRESENTER(S):

R. Thomas Homan, City Manager

RECOMMENDATION:

Adopt the resolution as is.

ATTACHMENT(S)

N/A



FACT SHEET

AGENDA ITEM NO: 10

DATE: 9/14/15

ORDINANCE NO:

RESOLUTION NO: 15-45

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: --

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION ADOPTING THE 2016-2020 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP).

BACKGROUND:

The Capital Improvement Plan for 2016-20 was presented to City Council on August 14. By Charter, it's required to be adopted by Council by October 15. Typically, the resolution is "read" at least 3 times before adoption. This is the second. A CIP work session is being recommended for Monday, October 5.

UPDATE:

Time permitting, Chief Information Officer Scott Stowers will provide an overview of the CIP for IT, which can be found on pages 19-22

REASON WHY LEGISLATION IS NEEDED:

CIP is required to be adopted by City Council

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

R. Thomas Homan, City Manager

Dean Stelzer, Finance Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

CIP Document

RESOLUTION 15-45

A RESOLUTION ADOPTING THE 2016-2020 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM.

WHEREAS, a revised Five-Year Capital Improvements Program was prepared and submitted to City Council in accordance with Article XVII, Section 79 of the City Charter, and

WHEREAS, City Council has considered the proposed plan and has determined that it shall be the future public improvement plan for the City of Delaware, and

WHEREAS, Article XVII, Section 80 of the City Charter requires that City Council adopt, by resolution, the Five-Year Capital Improvements Program on or before October 15, and

WHEREAS, City Council will review the 2016-2020 CIP at Work Sessions before October 14.

WHEREAS, Council discussed possible amendments to the plan which may be considered as part of adopted the 2016 budget.

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

SECTION 1. That the 2016-2020 Five-Year Capital Improvements Program for the General Fund, Airport, Fire, Police, Public Works, Parks, Equipment Replacement, Technology, Building Maintenance, Water, Sewer, Storm Sewer, Refuse, Parks Impact, Police Impact, and Fire Impact attached hereto as Exhibit A, is hereby adopted as the official plan for future public improvements.

SECTION 2. That this resolution shall take effect and be in force immediately after its passage.

PASSED: _____, 2015

YEAS ____ NAYS ____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR

2016-2020
City Manager's Proposed
Capital Improvement Plan





TO: Mayor Riggle and Members of City Council
FROM: R. Thomas Homan, City Manager
SUBJECT: 2016-2020 Capital Improvement Program
DATE: August 14, 2015

Pursuant to section 79 of the City Charter, submitted herewith is my proposed 2016-2020 Capital Improvement Plan, the adoption of which must occur by Thursday, October 15.

A first reading and review will be scheduled as part of Council's August 24 meeting, with second and third readings scheduled for Council's September 14 and 28 meetings. Adoption of the plan is proposed for the October 12 meeting. In addition to the readings, which don't always allow for quality and detailed review, I would recommend 1- 2 work sessions. Last year, in addition to the three readings, Council devoted one work session to CIP review.

While the CIP is balanced, it does not begin to address the community's critical and growing transportation needs, which will be discussed later in this message.

As Council begins its assessment, it is important to distinguish between those projects that require support of the city's general fund - Airport; Streets; Transportation; Parks; Equipment; Technology; Buildings; Sidewalks and Bikeways - and those with dedicated sources, such as utility projects. This distinction is important because the general fund transfer to the CIP competes with numerous general fund needs, which are always growing. Utility projects, on the other hand, compete only with other utility projects and benefit from a dedicated source of revenue: user fees and development-related capacity fees.

An example that helps make this point is the nearly-complete \$32 million water treatment plant project, the largest infrastructure project in city history. The project is being funded through a combination of capacity fees, paid for by new development and water rates, which were increased over the three-year period 2010-13 to help pay the project's annual \$1.8 million debt service. This amount is nearly equal to the annual general fund transfer. It goes without saying that absent a new and dedicated revenue source, the city's CIP could not support \$32 million worth of projects.

For the 10-year period 2004-13, the average general fund transfer to the CIP was \$1.4 million, which represented approximately 14 percent of general fund revenues. For the current CIP, the transfer is \$1.7 million, or 13.4 percent of general fund revenues. At one time, the city established financial practice guidelines recommending that 25 percent of general fund revenues would be transferred to the CIP. Unfortunately, this could not be sustained due mainly to the city's growing operational needs and costs associated with the daily maintenance of an expanding and aging infrastructure network.

What if it had? An additional \$1.4 million would have been transferred in 2015, which would have brought the total transfer to \$3,031,725. Those additional funds would make a big difference in allowing the city to begin addressing its most pressing infrastructure challenge: local transportation improvements for which federal and state funds are not available. Some of these projects would result in additions to the city's street network, and some would improve safety.

A 2011 Transportation Update report, which was presented to city council in 2011 identified multiple projects, such as Merrick Parkway and Valleyside Drive extensions that, if completed, would expand the city's street network and help to alleviate peak-hour congestion. This was one of several priorities identified in the city's 2015 citizen survey.

While the city's local transportation needs are challenging, so too are meeting local obligations related to the state and federal highway system within the City. The big difference, however, is that for these projects the city takes advantage of state and federal funding. Two projects which will likely begin in the next 12-24 months are the Ohio 315/US 23 intersection and Pennsylvania Avenue/US 23 interchange, both of which are being funded mostly by non-local sources. The city also takes advantage of various grant programs, which together provide 60 percent of the annual roadway resurfacing budget.

Like so many of the CIPs before it, this one does not begin to address the city's mounting transportation needs. And in some cases, such as at the "Point" and the 36/37 corridor, the resources of the city's CIP may never be adequate to provide even the typically required 20-percent local matching project contributions. Current estimates just to replace the Point Bridge, which would add capacity and reduce congestion, are \$16 million. Add to this the cost to improve East Central Avenue by adding turn lanes and reconstructing the road, estimated to be \$8 million, and the project grows to \$24 million.

This year's CIP included funding for updating the city's Transportation Plan, work that is underway now by a transportation engineering consultant. The key components of the update will be:

1. Update City Traffic Forecasting & Projections (2015-2040) for use in City

- roadway network improvements analysis and prioritization.
2. Descriptions and updates of the key network expansion and improvement projects including 15 priority transportation initiatives that would improve traffic flow and network connectivity while relieving congestion throughout the City. The completed document will include a matrix to assist in identifying both the merits and challenges associated with each project.
 3. Descriptions and summaries of the major transportation infrastructure maintenance components including bridges, traffic signals, guardrail, street lighting, signage and striping, pavement maintenance, and the street sweeping and snow removal programs.

The goal is to have a complete first draft available by the end of 2015. The document will be valuable information in determining annual dollar amounts required for needed City transportation projects and vital transportation maintenance programs.

At the same time, lacking a dedicated funding source to address our transportation challenges, we also must identify revenue options. The time is now to address our transportation needs because the need is real.

In addition, the City continues to focus on the importance of economic development, primarily in the City's south west (Industrial Park) quadrant.

The construction of Innovation Court, and associated utilities, is currently underway supporting the relocation of EMS and adding 20 acres of additional pad ready sites.

A drainage analysis will be completed in 2015 to evaluate storm water improvements needed to continue the extension of Sawmill Parkway project from its current termination point to Section Line Road, to further add to available properties.

In order to prepare for other continued economic development needs, the Public Service Group, through use of the Development Reserve Fund, in concurrence with City Council, will engage a civil engineering firm to complete engineering plans for the construction of a roadway extension of Jeg's Blvd. from its current terminus to an intersection with the Sawmill Parkway extension. This design work will begin in 2015, and be completed in early 2016.

The Public Works Department, with assistance from the Economic Development Department will begin investigating funding opportunities for construction of the roadway extension along this development corridor. It is anticipated that the utility and roadway improvements would be completed as

a single project to accommodate pending industrial development in the area.

Funding for utility improvements along the nearly one mile-long Jeg's Blvd. extension is included in this CIP, along with \$100,000 in additional infrastructure improvements (upgrades to the Slack Road Lift Station) to support development.

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As you read through the CIP, you will see that each major section is preceded by a narrative providing an overview of the major projects and highlighting any policy issues needing Council consideration.

Over the next several weeks staff and I look forward to reviewing this CIP with City Council. I want to thank my staff for their hard work in putting this document together, in particular, my Executive Assistant Michele Kohler, Public Service Group Director Dan Whited and Finance Director Dean Stelzer.

**City of Delaware  
Capital Improvement Plan  
2016 - 2020**

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**CITY OF DELAWARE  
CAPITAL IMPROVEMENT PLAN  
GENERAL FUND SUMMARY  
2016 - 2020**

|                                                             | 2016      | 2017      | 2018      | 2019      | 2020      |
|-------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| <b>BALANCE FORWARD</b>                                      | 567,830   | 420,981   | 222,397   | 56,682    | 259,846   |
| <b>REVENUES:</b>                                            |           |           |           |           |           |
| INCOME TAX                                                  | 1,700,000 | 1,750,000 | 1,750,000 | 1,750,000 | 1,750,000 |
| <b>BALANCE PLUS REVENUE</b>                                 | 2,267,830 | 2,170,981 | 1,972,397 | 1,806,682 | 2,009,846 |
| <b>EXPENDITURES:</b>                                        |           |           |           |           |           |
| <b>DEBT SERVICE</b>                                         |           |           |           |           |           |
| 2012 Streetscape (\$2,542,516 through 2022)                 | 281,624   | 282,860   | 284,058   | 282,635   | 269,904   |
| 2006 Ross St. (\$210,000 though 2016)                       | 57,338    | 0         | 0         | 0         | 0         |
| 2006 Pool Maint. (\$247,522 through 2016)                   | 68,805    | 0         | 0         | 0         | 0         |
| 2016 PW Building Maint. (\$450,000 through 2027)            |           | 53,410    | 53,410    | 53,410    | 53,410    |
| <b>TOTAL DEBT SERVICE</b>                                   | 407,767   | 336,270   | 337,468   | 336,045   | 323,314   |
| <b>AMOUNT AVAILABLE FOR CAPITAL IMPROVEMENTS AFTER DEBT</b> | 1,860,063 | 1,834,711 | 1,634,929 | 1,470,637 | 1,686,532 |
| <b>OTHER EXPENDITURES</b>                                   |           |           |           |           |           |
| AIRPORT IMPROVEMENTS (pg. 4)                                | 28,211    | 22,034    | 0         | 0         | 0         |
| STREET IMPROVEMENTS (pg. 8)                                 | 348,711   | 291,155   | 616,527   | 251,571   | 705,828   |
| PARK IMPROVEMENTS (pg. 15)                                  | 27,160    | 165,000   | 115,000   | 80,000    | 15,000    |
| EQUIPMENT REPLACEMENT (pg.18)                               | 600,000   | 500,000   | 500,000   | 500,000   | 550,000   |
| TECHNOLOGY IMPROVEMENTS (pg. 22)                            | 150,000   | 444,125   | 154,720   | 184,220   | 102,720   |
| BUILDING MAINTENANCE (pg. 26)                               | 185,000   | 65,000    | 67,000    | 70,000    | 70,000    |
| SIDEWALK MAINTENANCE (pg. 28)                               | 100,000   | 125,000   | 125,000   | 125,000   | 125,000   |
| <b>TOTAL OTHER EXPENDITURES</b>                             | 1,439,082 | 1,612,314 | 1,578,247 | 1,210,791 | 1,568,548 |
| <b>ENDING BALANCE</b>                                       | 420,981   | 222,397   | 56,682    | 259,846   | 117,984   |

## **AIRPORT IMPROVEMENTS**

### Description:

The Delaware Municipal Airport (DLZ) is located in the heart of the Delaware Business Center at 1075 Pittsburgh Drive in Delaware, Ohio. The 315 acre facility is surrounded by the city's vital industrial district and is just three miles southwest of the historic center of Downtown Delaware. The City of Delaware owns, operates, maintains, and manages the airport and its facilities including the administration building, two maintenance hangars, six T-hangers and the existing 5000 LF Runway 28. The Delaware Municipal Airport serves as a general aviation reliever for OSU's Don Scott Field. Today, the Delaware Municipal Airport has nearly 100 based aircraft including both single and multi-engine aircraft and helicopters, and sees an estimated 40,000 operations per year, including corporate jet activity, recreational, and military flying and flight instruction. The primary users of the airport and its facilities include local businesses, residents of Delaware and the surrounding counties, as well as transient users. Currently, businesses based at the Delaware Municipal Airport provide flight instruction for fixed-wing aircraft, maintenance, avionics repair, and private covered storage.

In 2015, the proposed 800 LF Runway 28 extension project advanced through final design, and was subsequently bid in May. Award of the contract is pending approval of the FAA Grant application submitted in July. Construction is pending final grant award notification, execution and contract approval. It is anticipated the majority of construction will occur in 2016. As part of the project, the existing runway will be resurfaced along with the east end of taxiway 'A'. Future construction activities at the Airport include resurfacing of Taxiway 'A' to the west, ramp area expansion to the east, and installation of additional perimeter fencing, all requiring future FAA funding.

The Airport Master Plan is also due for updating in the next three years. The update largely addresses infrastructure needs and future building expansion at the Airport. In addition to this effort however, the city is contemplating enlisting the services of an experienced consultant to review existing Airport business plans and to provide recommended updates to them accordingly. As part of the update, the city is looking for direction as to what airport related services and operations should be considered to attract and retain additional airport related businesses.

### Primary Strategic Plan Theme/Goals:

#### Effective Government

EF1 - Effectively deliver the services that Delaware citizens need, want, and are willing to support

Master Planning Efforts:

2011 – Runway 28 Extension Program: Runway Length Justification Analysis  
& Project Definition Study – RW Armstrong

2016 – Wildlife Study

2019 – ALP Master Plan Update

2016 – Airport Business Plan Review & Update

**CAPITAL IMPROVEMENT PLAN  
AIRPORT IMPROVEMENT FUND  
2016 - 2020**

|                                                      | 2016            | 2017           | 2018           | 2019           | 2020           |
|------------------------------------------------------|-----------------|----------------|----------------|----------------|----------------|
| <b>BALANCE FORWARD</b>                               | <b>(33,651)</b> | <b>42,894</b>  | <b>208,639</b> | <b>384,384</b> | <b>560,129</b> |
| <b>REVENUES:</b>                                     |                 |                |                |                |                |
| FAA Entitlement                                      | 150,000         | 150,000        | 150,000        | 150,000        | 150,000        |
| FAA Apportionment                                    |                 |                |                |                |                |
| ODOT Grant                                           | 448,804         | 418,653        |                |                |                |
| TIF Collections                                      | 25,745          | 25,745         | 25,745         | 25,745         | 25,745         |
| <i>CIP Allocation (pg. 1)</i>                        | <b>28,211</b>   | <b>22,034</b>  | <b>0</b>       | <b>0</b>       | <b>0</b>       |
| <b>TOTAL REVENUES</b>                                | <b>652,760</b>  | <b>616,432</b> | <b>175,745</b> | <b>175,745</b> | <b>175,745</b> |
| <b>EXPENDITURES:</b>                                 |                 |                |                |                |                |
| <i>City Non-Grant</i>                                |                 |                |                |                |                |
| <i>Grant Improvements</i>                            |                 |                |                |                |                |
| FAA Reimbursable Agreement (PAPI/REILS)              |                 |                |                |                |                |
| Runway 28 Extension (\$16,832 entitlement)           |                 |                |                |                |                |
| Taxiway A Reconstruction (East)                      |                 |                |                |                |                |
| Runway 28 Expan. & Overlay - CHA CE/CI Task 13)      |                 |                |                |                |                |
| Exhibit A - Boundary Survey Update - Task 14         |                 |                |                |                |                |
| Airfield Lighting Vault (65,921 entitlement)         |                 |                |                |                |                |
| Airport Wildlife Study (\$7,200 entitlement)         | 8,000           |                |                |                |                |
| Taxiway A Design/Construction (\$72,000 entitlement) | 548,215         | 440,687        |                |                |                |
| Wetland Mitigation                                   |                 |                |                |                |                |
| <i>TIF Improvements</i>                              |                 |                |                |                |                |
| Gate #1 Improvements/Signage/Security Fence          | 20,000          |                |                |                |                |
| Gate #2 & #3 Signage                                 |                 | 10,000         |                |                |                |
| <b>TOTAL EXPENDITURES</b>                            | <b>576,215</b>  | <b>450,687</b> | <b>0</b>       | <b>0</b>       | <b>0</b>       |
| <b>AIRPORT IMPR. FUND BALANCE</b>                    | <b>42,894</b>   | <b>208,639</b> | <b>384,384</b> | <b>560,129</b> | <b>735,874</b> |
| <i>Entitlement Balance</i>                           | 4,879           | 154,879        | 304,879        | 454,879        | 604,879        |
| <i>TIF Balance</i>                                   | 38,015          | 53,760         | 79,505         | 105,250        | 130,995        |
|                                                      | 42,894          | 208,639        | 384,384        | 560,129        | 735,874        |

## **STREETS**

### Description:

Street resurfacing remains the largest component of the Highway Maintenance Plan, and when considering the limited availability of funding, continues to directly compete with other priority highway maintenance needs such as crash barrier repairs, street lighting, traffic signals, crack sealing, and signage and striping needs. Identifying additional funds for the city's resurfacing program continues to be an enormous challenge. Inflation in material prices has yielded a doubling of asphalt costs and related resurfacing projects. Add to this, an expanding inventory of new residential streets, many of which built in the mid-1990's to early 2000's now also require resurfacing.

This CIP continues to allocate all Ohio Public Works Commission (OPWC) and Community Development Block Grant (CDBG) funds we receive to the resurfacing program. The Delaware County Engineer has supported the City's OPWC applications with \$50,000 in matching funding. Recently, the City increased the level of funding requested and was awarded \$349,000 for the 2015 program. Future applications will make larger funding requests for the larger resurfacing projects. The OPWC funds are awarded through a competitive process by which higher ranking projects include streets with higher Average Daily Traffic loads such as arterial and collector roads. Although State funds are available for street paving, the ODOT Urban Resurfacing Program will not be tapped again until 2017-2018, when funds will be needed to resurface US 42 north of William Street, requiring a 20 percent local match.

CDBG funds have been reduced from prior year levels, allowing for only \$60,000 per year, which results in the need to add additional local funding most years to resurface one or more eligible streets. Though CDBG funds are limited to low/moderate income designated areas, the cost of maintaining these streets exceeds the funding available, thus necessitating additional local dollars.

The 2016-2020 Five-Year Resurfacing Program includes an average annual expenditure of \$950,000 per year for roadway paving. Of this amount, 60% comes from grants while 40% is from local revenues. The majority of funds, 90%, are directed toward the arterial and collector roads while only 10% is available for local streets, though local streets make up 52% of the total lane miles within the city. This approach is necessary in order to prioritize and maintain the most travelled and visible streets. However, many low-volume residential streets and cul-de-sacs are left without an identified funding source and continue to degrade.

Analysis continues to demonstrate the steady rate of pavement deterioration of the local street network with the average pavement condition for local streets

dropping on an annual basis. It is understood that the increasing quantity of new pavements added to the inventory by way of development activity, continues to artificially elevate the local street network pavement rating. When discounting the impact on the overall pavement condition rating from newly constructed streets, the actual pavement rating for the majority of the local street network is currently estimated at D+. While pavement conditions worsen, maintenance costs will increase as repairs continue to be deferred to future years. Various analyses have all yielded similar results when identifying the future funding needs to improve the local street network. The actual amount required depends on factors such as anticipated level of service, future maintenance costs, and public tolerance of pavement conditions. It is estimated that a total annual resurfacing expenditure at or above \$2 million would provide the necessary funding to more adequately manage the city's roadway network maintenance needs.

Bridge Improvements continues to be an area where funding limitations prevents the timely maintenance of certain non-critical items on several structures the City is responsible for. Examples include repair to abutment and wing walls, deck repairs, channel improvements and approach transition resurfacing. The City is required to inspect all structures annual and submit results to the State. Reports continue to identify certain repair areas and items that need to be addressed before more serious and critical deterioration occurs. Most recently, the bridge deck surface carrying South Sandusky Street over the Delaware Run was found to be severely deteriorated and in need of repair. Failure to address the condition will result in subsequent deterioration and increased repair costs. With the number of structures managed by the City, it is anticipated such repairs will be an ongoing responsibility in future budget years as well as the current.

Rail crossings subject to increasing traffic show signs of increased wear and deterioration. The City has been able to partner with CSX for repairs of two of the heavier utilized crossings (E. Central and W. William Street). The crossing on Pittsburgh Drive will be repaired in the fall of 2015. Ongoing discussions with CSX will determine if the London Road and Pennsylvania Ave. crossings can be reconstructed later in 2015. Additional partnering efforts with CSX are anticipated to address the Curtis Street crossing.

Primary Strategic Plan Theme/Goals:

Great Community/Healthy Economy

GC2 - Provide an efficient transportation system with safe and complete streets

HE1 – Build and Maintain a Healthy Economy

Master Planning Efforts:

2015 – Highway Maintenance Plan Development  
2016 – Implementation of In-house Pavement Evaluation

**CAPITAL IMPROVEMENT PLAN  
STREET IMPROVEMENTS  
2016 - 2020**

|                                              | 2016           | 2017           | 2018             | 2019           | 2020             |
|----------------------------------------------|----------------|----------------|------------------|----------------|------------------|
| <b>REVENUES:</b>                             |                |                |                  |                |                  |
| PERMISSIVE TAX (License Fee Fund)            | 404,000        | 408,040        | 412,120          | 416,242        | 420,404          |
| STATE LICENSE FEES                           | 17,675         | 17,852         | 18,030           | 18,211         | 18,393           |
| STATE GASOLINE TAXES                         | 83,500         | 84,000         | 84,500           | 85,000         | 85,000           |
| <i>CIP Allocation (pg. 1)</i>                | <b>348,711</b> | <b>291,155</b> | <b>616,527</b>   | <b>251,571</b> | <b>705,828</b>   |
| <b>TOTAL REVENUE</b>                         | <b>853,886</b> | <b>801,047</b> | <b>1,131,178</b> | <b>771,023</b> | <b>1,229,625</b> |
| <b>EXPENDITURES:</b>                         |                |                |                  |                |                  |
| <b>DEBT SERVICE</b>                          |                |                |                  |                |                  |
| Bonds - S. Houk Road                         | 103,886        | 31,047         | 31,178           | 31,023         | 29,625           |
| <b>TOTAL DEBT SERVICE</b>                    | <b>103,886</b> | <b>31,047</b>  | <b>31,178</b>    | <b>31,023</b>  | <b>29,625</b>    |
| <b>STREET RESURFACING</b>                    |                |                |                  |                |                  |
| City Grant Match Street Resurfacing          | 320,000        | 150,000        | 480,000          | 500,000        | 370,000          |
| ODOT URP Street Resurfacing City Match       |                | 200,000        |                  |                |                  |
| City Street Resurfacing -                    |                |                |                  |                |                  |
| Network Streets                              | 205,000        | 260,000        | 0                | 0              | 550,000          |
| Administrative/Inspection                    | 50,000         | 50,000         | 50,000           | 50,000         | 50,000           |
| <b>TOTAL STREET RESURFACING</b>              | <b>575,000</b> | <b>660,000</b> | <b>530,000</b>   | <b>550,000</b> | <b>970,000</b>   |
| <b>TRANSPORTATION IMPROVEMENTS</b>           |                |                |                  |                |                  |
| City Grant Match Transportation Improvements | 0              | 60,000         | 520,000          | 140,000        | 180,000          |
| Bridge Improvements                          | 175,000        | 50,000         | 50,000           | 50,000         | 50,000           |
| <b>TOTAL TRANSPORTATION IMPROVEMENTS</b>     | <b>175,000</b> | <b>110,000</b> | <b>570,000</b>   | <b>190,000</b> | <b>230,000</b>   |
| <b>TOTAL EXPENDITURES</b>                    | <b>853,886</b> | <b>801,047</b> | <b>1,131,178</b> | <b>771,023</b> | <b>1,229,625</b> |

| <b>Street/Transportation Improvements All Sources</b> |                  |                  |                  |                  |                  |
|-------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| Street Resurfacing City Funds                         | 575,000          | 660,000          | 530,000          | 550,000          | 970,000          |
| Street Resurfacing Grant Funds                        | 590,000          | 610,000          | 580,000          | 605,000          | 585,000          |
| <b>Total Street Resurfacing</b>                       | <b>1,165,000</b> | <b>1,270,000</b> | <b>1,110,000</b> | <b>1,155,000</b> | <b>1,555,000</b> |
| Transportation Improvements City Funds                | 175,000          | 110,000          | 570,000          | 190,000          | 230,000          |
| Transportation Improvements Grant Funds               | 2,800,000        | 490,000          | 5,080,000        | 860,000          | 1,720,000        |
| Transportation Improvements Debt Service              | 103,886          | 31,047           | 31,178           | 31,023           | 29,625           |
| <b>Total Transportation Improvements</b>              | <b>3,078,886</b> | <b>631,047</b>   | <b>5,681,178</b> | <b>1,081,023</b> | <b>1,979,625</b> |
| <b>Total Street/Transportation Improvements</b>       | <b>4,243,886</b> | <b>1,901,047</b> | <b>6,791,178</b> | <b>2,236,023</b> | <b>3,534,625</b> |

## **GRANTS**

### Description:

Several key transportation projects are identified in the Capital Plan, all of which are in varying stages of planning efforts. These large initiatives are only possible through access to significant funding opportunities including the Surface Transportation Program (STP), State Safety Program, and Federal Earmark funding. Federal funding generally requires a local 20% matching contribution; however, careful planning and successful lobbying efforts by city staff of our local, State, and Federal representatives has yielded 100% funding for two of the three major transportation projects under design including the US23/SR315 Intersection Improvements and the William Street Corridor Improvement project. The recent availability of State Toll Revenue Credit offsets has allowed \$457,375 in local funding obligation to be eliminated for the US23/Pennsylvania Ave. Interchange Improvement project by utilizing federal attributable funding set aside for Delaware through MORPC. This same strategy was also implemented to cover up to \$250,000 in additional cost associated with the pending US23/315 project.

An estimated balance of \$770,000 in attributable federal funding remains available to the city for additional transportation initiatives. Strategically, the city should wait until the completion of the three major highway initiatives before considering identifying a new project eligible for such funding. Utility of these funds must be programed through MORPC, is limited to projects for highways included on the Federal Aid System, and must be programmed a few years or more in advance. Once the balance of reserved attributable funds is exhausted, the city will have to compete with other Central Ohio agencies under the jurisdiction of MORPC for future funding. The next bi-annual application period begins in 2016.

Many other significant transportation initiatives are routinely discussed among staff, council and the public including Valleyside Drive Extension, Merrick Blvd. extension, Cheshire Rd realignment, Cottswold Drive extension, The Point Railway Bridge, and various phases of Glenn Parkway. Multiple other intersection improvements and roadway widening and turn lane projects have also been identified. Most recently, the need to address the rapidly deteriorating condition of Central Ave., specifically between the Point and US23 has been gaining attention. The city is contemplating submitting an application in 2016 for MORPC attributable funding for both the E. Central Corridor improvements and The Point railroad bridge project. Doing so will necessitate identifying local matching funding for construction and dedicating funding for preliminary project development. Unfortunately, even if approved, funding for construction would not be available until 2022.

There is not sufficient funding to address all transportation in the city. Projects must be prioritized in association with the ongoing Transportation

Plan update work. The city has seen the successful completion of several large project initiatives over the past ten years including Houk Rd and Glenn Parkway extensions, the Peachblow/Glenn/US23 intersection, The Point Phase I improvements, the recently completed Houk Rd Bikeway, and several smaller intersection and roadway improvement projects. Many of these projects were able to advance with partnerships with the local development community. The Sawmill Parkway project also reached a milestone this year in seeing the establishment of the city-county construction agreement over the project funding.

Three major projects in this CIP are ODOT-City partnerships referred to as LPA (Local Public Agency) projects. The US 23 and Pennsylvania-Sandusky Street Extension project is in right-of-way acquisition with sale and award anticipated in December. The project will be bid and constructed by ODOT in 2016. The William Street Improvements, which was designated as an ODOT LPA project in 2013, is being partially funded through the successful repurposing of the Veteran's Parkway earmark. The City will oversee the design of this project, while ODOT will acquire right-of-way, bid, and construct the project. If overall project costs can be contained with minimal changes in scope, it could be completed with limited local match required. The US 23 and SR 315-Stratford Road Improvements projects remain on schedule for construction in 2016. The project is being handled primarily by ODOT. Right-of-way and construction costs are currently 100-percent ODOT funded.

Improvements were completed to the "Point Intersection" in 2009 to better manage peak hourly volumes of westbound US36/SR37 traffic. While the intersection continues to operate at an improved level of service most hours of the day, eastbound movements are experiencing increased delay as was predicted during design analysis. As traffic continues to increase on 36/37, (estimated ADT at 35,000), consideration to replacement of the existing railway bridge is under way. A feasibility study has been completed identifying several conceptual alternatives for the replacement of the bridge. Following additional review and direction from Norfolk & Southern Railway, the city will be in a better position to understand the scope, cost and feasibility to advance a bridge replacement project. Such a project will require significant State and Federal funding.

The East Central (SR37) corridor remains a priority concern as the condition of pavement continues to deteriorate with the increasing traffic loading, including a significant percentage of large transport truck traffic. The original roadway sub-base and lack of pavement drainage certainly contribute to the pavement degradation. Efforts to maintain the pavement have been limited to placing leveling courses of asphalt as the surface continues to rut and break apart. Significant pavement reconstruction is required to address the issues, along with improvements to drainage, lane widths, and intersection geometry. A project of this magnitude will cost several million to complete and will require

assistance from the State with federal transportation funds. In order to secure federal dollars, the city must submit and competitively compete for Surface Transportation Dollars (STP) available through a competitive grant process administered through MORPC. Grant applications are received every two years, with 2016 being a new cycle. If funded, the STP funds would likely not be available until 2022. The City though, should be able to commence study and design work in advance of the availability of the federal funds and have those expenditures count toward the required 20% local funding match. Staff will be evaluating the possibility of submitting the E Central corridor, possible in combination with The Point RR Bridge, for a 2016 STP funding request.

Primary Strategic Plan Theme/Goals:  
Great Community/Healthy Economy

GC2 - Provide an efficient transportation system with safe and complete streets

GC3 - Provide a effective stewardship of natural resources (parks, open space, Olentangy River, Delaware Run)

HE1 - Build and Maintain a Healthy Economy

Master Planning Efforts:

2014 - The Point Intersection Alternatives Analysis & Review

2015 - Transportation Model & Plan Update

**CAPITAL IMPROVEMENT PLAN  
GRANT PROJECTS  
2016 - 2020**

|                                                           | 2016             | 2017             | 2018             | 2019             | 2020             |
|-----------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| <b>REVENUES:</b>                                          |                  |                  |                  |                  |                  |
| <b>Grant Funds:</b>                                       |                  |                  |                  |                  |                  |
| ODOT Earmark E. William St.                               | 100,000          | 250,000          | 3,000,000        |                  |                  |
| ODOT Safety Funds                                         | 215,000          |                  |                  |                  |                  |
| MORPC - STP Funds -US36/E. William                        |                  |                  | 1,520,000        |                  |                  |
| MORPC STP Funds - Central & Point Intersection            |                  | 240,000          | 560,000          | 560,000          | 720,000          |
| MORPC - CMAQ                                              |                  |                  |                  | 300,000          | 1,000,000        |
| MORPC/ODOT Pennsylvania Ave. Interchange                  | 2,585,000        |                  |                  |                  |                  |
| OPWC - Street Rehabilitation                              | 450,000          | 450,000          | 450,000          | 450,000          | 450,000          |
| County OPWC Project                                       | 50,000           | 50,000           | 50,000           | 50,000           | 50,000           |
| RLF Fund                                                  | 30,000           | 50,000           | 20,000           | 45,000           | 25,000           |
| CDBG Rehabilitation                                       | 60,000           | 60,000           | 60,000           | 60,000           | 60,000           |
| <b>City Match Transportation Improvements</b>             |                  |                  |                  |                  |                  |
| E. Central Ave./Point Improvements City Share             |                  | 60,000           | 520,000          | 140,000          | 180,000          |
| <b>City Match Transportation Improvmnts Total (pg. 3)</b> | <b>0</b>         | <b>60,000</b>    | <b>520,000</b>   | <b>140,000</b>   | <b>180,000</b>   |
| <b>City Match Street Resurfacing (pg. 3)</b>              | <b>320,000</b>   | <b>150,000</b>   | <b>480,000</b>   | <b>500,000</b>   | <b>370,000</b>   |
| <b>TOTAL REVENUE</b>                                      | <b>3,810,000</b> | <b>1,310,000</b> | <b>6,660,000</b> | <b>2,105,000</b> | <b>2,855,000</b> |
| <b>EXPENDITURES:</b>                                      |                  |                  |                  |                  |                  |
| <b>Transportation Improvements</b>                        |                  |                  |                  |                  |                  |
| US 23 & Pennsylvania                                      | 2,585,000        |                  |                  |                  |                  |
| US 36/E. William St. Improvements (Design)                | 100,000          | 250,000          | 4,900,000        |                  |                  |
| CSX Overheight Detection System                           | 215,000          |                  |                  |                  |                  |
| E. Central Ave. Improvements                              |                  |                  | 400,000          | 400,000          | 400,000          |
| The Point Improvements                                    |                  | 300,000          | 300,000          | 300,000          | 500,000          |
| Signal Coordination Analysis and Update                   |                  |                  |                  | 300,000          | 1,000,000        |
| <b>Street Resurfacing</b>                                 |                  |                  |                  |                  |                  |
| OPWC Projects                                             |                  |                  |                  |                  |                  |
| - N. Sandusky Street, Park Ave. (Sandusky - Curtis)       | 820,000          |                  |                  |                  |                  |
| - London Road                                             |                  | 650,000          |                  |                  |                  |
| - Pittsburgh Drive, Heffner St.                           |                  |                  | 980,000          |                  |                  |
| - Houk Road (Pittsburgh to Merrick)                       |                  |                  |                  | 1,000,000        |                  |
| - Liberty Rd., Belle Ave.                                 |                  |                  |                  |                  | 870,000          |
| CDBG Grant                                                |                  |                  |                  |                  |                  |
| - Weiser Ave                                              |                  |                  |                  |                  |                  |
| - Kurrley, Ann, Elm, Wade, Bank                           | 90,000           |                  |                  |                  |                  |
| - Harrison St. (East and West)                            |                  | 110,000          |                  |                  |                  |
| - Wade St., Moore St.                                     |                  |                  | 80,000           |                  |                  |
| - English Terrace, Pumphrey Terrace                       |                  |                  |                  | 105,000          |                  |
| - Wootring                                                |                  |                  |                  |                  | 85,000           |
| <b>TOTAL EXPENDITURES</b>                                 | <b>3,810,000</b> | <b>1,310,000</b> | <b>6,660,000</b> | <b>2,105,000</b> | <b>2,855,000</b> |

## **PARKS IMPROVEMENTS**

### Description:

The City will continue to complete major improvements to the neighborhood and community parks system through the allocation of \$3.8M of Parks Levy funds. Focus is centered on completion of an all inclusive Spray and Play Facility and Veterans Memorial Plaza at Veterans Park. With the final phases of \$23 million in tax levy financed infrastructure and recreational field improvements coming to a close, emphasis will shift toward park operations, programming, and sustainability initiatives that integrate and highlight the abundant natural resources that are available to the community.

The City has begun a Bikeway Master Plan update based on input from staff, Planning Commission, Parks and Recreation Advisory Board, City Council and our citizens who provided detailed feedback on trail needs within the City. Regional trail system connections are being studied that include the Olentangy River corridor and Delaware Run corridor, and connections of major resources such as the Stratford Ecological Center, Gallant Woods Preserve, and Delaware Lake to the trail system. With a Parks & Natural Resources Director in place in 2016, we will place focus on the updated bikeway plan and address prioritization of trails improvements as a part of the CIP.

Parks Impact fees are utilized toward the construction of regional improvements that benefit the community in general. Improvements completed over the last decade with impact fees include the Jack Florance pool complex, Mingo Park administrative office expansion, and addition of the Three-Season Shelter. With the retirement of associated debt service, funding has become available through accumulating fees that could be utilized for new regional initiatives to connect our area resources such as filling gaps in the City's bikeway and trails system.

This CIP includes funding in 2016, 2017 and 2018 to complete trail connectivity on William St between Penick Ave and Houk Road to connect numerous neighborhoods to the City parks and schools, retail and commercial establishments in the area, and on Central Ave between the Westfield Shopping Center and Trotters Landing to safely connect large residential areas into the trail system.

The completion of trails between Penick Ave and Houk Rd will build on trail extensions to be built as part of pending privately funded improvements to the Church of Latter Day Saints and the Delaware Court Retirement Facility.

The connection between Westfield and Trotters was included in last year's CIP. However, detailed evaluation of the project revealed design and construction challenges related to existing slopes, utility line locations and condition of the

connecting trail that will necessitate shifting the project into the 2016 calendar year.

As noted, these trail connectivity and safety projects are largely funded through impact fees. Working hand in hand with our consultant and their funding experts, staff will make concerted efforts to acquire grants to supplement City funding for these much needed projects

Primary Strategic Plan Theme/Goals:

Great Community

GC2 - Provide an efficient transportation system with safe and complete streets

GC3 - Provide a effective stewardship of natural resources and sustainability (parks, open space, Olentangy River, Delaware Run)

GC4 - Provide a variety of recreational and cultural opportunities

Master Planning Efforts:

2014 Parks Levy Budget Plan (Smartsheet)

Unknown year – Strategic Master Plan for Parks, Recreation, and Open Space - NBBJ

2012- Delaware Run Best Management Practice Feasibility Study – Cardno-ENTRIX

2015 - Update 2010 Bikeway Plan – prioritize improvements based on 2010 study and 2015 study to fill gaps, correct safety concerns and locate additional means of funding and develop conceptual plans to address these items.

**CAPITAL IMPROVEMENT PLAN  
PARKS IMPROVEMENT FUND  
2016 - 2020**

|                                            | 2016   | 2017    | 2018    | 2019   | 2020   |
|--------------------------------------------|--------|---------|---------|--------|--------|
| <b>BALANCE FORWARD</b>                     | 67,840 | 30,000  | 5,000   | 5,000  | 5,000  |
| <b>REVENUES:</b>                           |        |         |         |        |        |
| Neighborhood Park Exaction Fees            | 5,000  | 5,000   | 5,000   | 5,000  | 5,000  |
| <i>CIP Allocation (pg. 1)</i>              | 27,160 | 165,000 | 115,000 | 80,000 | 15,000 |
| <b>TOTAL REVENUES</b>                      | 32,160 | 170,000 | 120,000 | 85,000 | 20,000 |
| <b>EXPENDITURES:</b>                       |        |         |         |        |        |
| <b>COMMUNITY PARKS</b>                     |        |         |         |        |        |
| - Mingo                                    | 20,000 | 180,000 | 15,000  | 45,000 |        |
| - Hidden Valley Clubhouse/ADA Improvements | 10,000 |         |         |        |        |
| - Smith Park                               |        | 15,000  |         | 30,000 |        |
| - Blue Limestone                           |        |         |         |        | 20,000 |
| <b>NEIGHBORHOOD PARK IMPROVEMENTS</b>      |        |         |         |        |        |
| - Carson Farms                             |        |         | 10,000  |        |        |
| - Cheshire                                 |        |         | 10,000  |        |        |
| - Eastside                                 |        |         | 40,000  |        |        |
| - Lexington Glen                           | 40,000 |         |         | 10,000 |        |
| - Nottingham                               |        |         | 25,000  |        |        |
| - Stratford Woods                          |        |         | 20,000  |        |        |
| <b>TOTAL EXPENDITURES</b>                  | 70,000 | 195,000 | 120,000 | 85,000 | 20,000 |
| <b>ENDING FUND BALANCE</b>                 | 30,000 | 5,000   | 5,000   | 5,000  | 5,000  |

**CAPITAL IMPROVEMENT PLAN  
PARK IMPACT FEE IMPROVEMENT FUND  
2016 - 2020**

|                                                     | 2016           | 2017           | 2018           | 2019           | 2020           |
|-----------------------------------------------------|----------------|----------------|----------------|----------------|----------------|
| <b>BALANCE FORWARD</b>                              | 671,185        | 210,640        | 210,640        | 135,640        | 160,640        |
| <b>REVENUES:</b>                                    |                |                |                |                |                |
| Impact Fees                                         | 225,000        | 225,000        | 225,000        | 225,000        | 225,000        |
| Trail Improvement Grants                            |                | 150,000        |                |                |                |
| <b>TOTAL REVENUES</b>                               | <b>225,000</b> | <b>375,000</b> | <b>225,000</b> | <b>225,000</b> | <b>225,000</b> |
|                                                     |                |                |                |                |                |
| <b>EXPENDITURES:</b>                                |                |                |                |                |                |
| <b>DEBT SERVICE</b>                                 |                |                |                |                |                |
| <b>Bonds</b>                                        |                |                |                |                |                |
| Pool Imprvmnts (\$450,000 10yrs., 2006 Issue, 2016) | 56,295         |                |                |                |                |
| 2006 Mingo Expansion (\$500,000 10yrs., 2016)       | 62,550         |                |                |                |                |
| <b>Total Debt Service</b>                           | <b>118,845</b> | <b>0</b>       | <b>0</b>       | <b>0</b>       | <b>0</b>       |
|                                                     |                |                |                |                |                |
| <b>COMMUNITY PARK IMPROVEMENTS</b>                  |                |                |                |                |                |
| Ross St. Parkland Expansion (bldg. demo)            | 100,000        |                |                |                |                |
| Ross St. Park Improvement                           |                | 75,000         |                |                |                |
|                                                     |                |                |                |                |                |
| <b>COMMUNITY TRAIL IMPROVEMENTS</b>                 |                |                |                |                |                |
| SR 37 (Westfield-Trotters)                          | 466,700        |                |                |                |                |
| William St. (east of Applegate to Houk)             |                | 300,000        | 300,000        |                |                |
| Other Trail Expansion Projects                      |                |                |                | 200,000        | 200,000        |
| <b>TOTAL IMPACT FEE EXPENDITURES</b>                | <b>685,545</b> | <b>375,000</b> | <b>300,000</b> | <b>200,000</b> | <b>200,000</b> |
| <b>IMPACT FEE BALANCE</b>                           | <b>210,640</b> | <b>210,640</b> | <b>135,640</b> | <b>160,640</b> | <b>185,640</b> |

## **EQUIPMENT**

### Description:

Public Works completed an update of the comprehensive equipment inventory for all city departments in 2014. Identified are 160 individual major pieces of major rolling stock equipment, and additional 100 minor pieces. Major equipment includes all service vehicles and construction equipment, while minor equipment includes lawnmowers, golf carts, generators, etc. The majority of this equipment is serviced by the Fleet Maintenance staff of the Public Works department. Policy regarding equipment replacement needs to be reviewed. Because of the size of the fleet, an annualized budget should be developed taking into consideration all equipment in the city. Replacement of equipment should be a function of the needs of the operating department, engine hours and miles, cost of repairs, trade-in values, availability of back-up, condition, reliability and safety.

The Equipment Replacement fund includes vehicles operated by all divisions of the Public Works, Police, Parks and Natural Resources, and Planning departments. Refuse, Fire and Utility vehicles appear in the CIP under those associated funds. When a vehicle or piece of equipment is to be replaced or added to the fleet, the operating department, with assistance from Public Works Fleet division staff, specifies the make, model and associated specifications, and includes the total anticipated cost in the Equipment Fund. Parks and Natural Resources continue to follow the comprehensive equipment inventory schedule developed along with The Public Works Department. The department continues to trade in mowers after a year of service due to the amount of hours being placed on these units, trade in values and reliability. With the ever expanding needs of the department it will be imperative to continue this method and shortly add to the fleet, with a seventh mower.

Historically, police vehicles are decommissioned from police activity after three years of service due to safety and performance concerns. Though the vehicles generally have high mileage when retired from police use, the vehicles are generally in good condition and acceptable for other departments that are considered low mileage users of their respective vehicles. Changes to the police fleet vehicle colors and styles however make establishing a uniform identity to the remaining city fleet difficult to maintain.

### Primary Strategic Plan Theme/Goals:

Effective Government/Safe City/Effective Government

### Master Planning Efforts:

2014 – Comprehensive Update of Equipment Inventory

2015 – 2016 Evaluation of Equipment Replacement Practices

2016 – Evaluation of Fleet Service, Parts, Costs and Tracking Metrics

**CAPITAL IMPROVEMENT PLAN  
EQUIPMENT REPLACEMENT FUND  
2016 - 2020**

|                                           | 2016    | 2017    | 2018    | 2019    | 2020    |
|-------------------------------------------|---------|---------|---------|---------|---------|
| <b>BALANCES FORWARD</b>                   | 77,886  | 6,186   | 32,166  | 157,727 | 75,827  |
| <b>REVENUES:</b>                          |         |         |         |         |         |
| Cemetery Fund                             | 13,000  |         | 14,300  |         | 15,730  |
| Airport Fund                              | 115,000 |         | 28,000  | 16,000  |         |
| <i>CIP Allocation (pg. 1)</i>             | 600,000 | 500,000 | 500,000 | 500,000 | 550,000 |
| <b>TOTAL REVENUE</b>                      | 600,000 | 500,000 | 500,000 | 500,000 | 550,000 |
| <b>EXPENDITURES:</b>                      |         |         |         |         |         |
| <b>PUBLIC WORKS</b>                       |         |         |         |         |         |
| Pickup Trucks                             | 31,900  |         |         | 33,800  | 62,000  |
| Bucket Truck                              | 115,000 |         |         |         |         |
| 2 Ton Dump Truck                          | 150,800 |         |         | 159,959 | 164,700 |
| 1 Ton Utility Truck                       |         | 52,000  | 65,000  |         |         |
| Backhoe                                   |         | 79,524  |         |         | 85,000  |
| Skid Steer                                |         | 36,551  |         | 53,100  |         |
| Asphalt Recycler                          |         |         |         | 85,000  |         |
| Fork Lift                                 |         | 26,500  |         |         |         |
| Scissor Lift                              |         | 14,000  |         |         |         |
| Utility Van                               |         |         |         |         | 21,500  |
| <b>TOTAL PUBLIC WORKS</b>                 | 297,700 | 208,575 | 65,000  | 331,859 | 333,200 |
| <b>PARKS AND RECREATION</b>               |         |         |         |         |         |
| Pickup Trucks                             | 30,500  | 32,425  | 102,139 | 35,668  | 37,451  |
| Skid Steer                                |         |         |         | 45,373  |         |
| 1 Ton Dump Truck                          | 15,000  |         |         |         |         |
| Park Mowers                               | 17,000  | 27,500  | 21,000  | 22,000  | 23,000  |
| Flail/Rotary/Woods Mower                  |         | 7,500   | 15,000  |         |         |
| Utility Vehicle                           |         | 11,000  |         |         |         |
| Utility Tractor (snow plowing/ballfields) | 30,000  |         |         |         |         |
| Bucket Truck                              |         |         |         |         | 80,000  |
| 45 HP Tractor                             |         | 31,020  |         |         |         |
| <b>TOTAL PARKS AND RECREATION</b>         | 92,500  | 109,445 | 138,139 | 103,041 | 140,451 |
| <b>AIRPORT</b>                            |         |         |         |         |         |
| Mower                                     |         |         |         | 16,000  |         |
| GPU                                       |         |         | 28,000  |         |         |
| Jet A Truck (Used)                        | 115,000 |         |         |         |         |
| <b>TOTAL AIRPORT</b>                      | 115,000 | 0       | 28,000  | 16,000  | 0       |
| <b>POLICE DEPARTMENT</b>                  |         |         |         |         |         |
| Police Cruiser Replacements (3/yr.)       | 125,000 | 127,000 | 129,000 | 131,000 | 133,000 |
| Detective Vehicle                         | 28,500  | 29,000  |         |         |         |
| <b>TOTAL POLICE</b>                       | 153,500 | 156,000 | 129,000 | 131,000 | 133,000 |
| <b>CEMETERY</b>                           |         |         |         |         |         |
| Mower Replacement                         | 13,000  |         | 14,300  |         | 15,730  |
| <b>TOTAL CEMETERY</b>                     | 13,000  | 0       | 14,300  | 0       | 15,730  |
| <b>TOTAL EXPENDITURES</b>                 | 671,700 | 474,020 | 374,439 | 581,900 | 622,381 |
| <b>CARRY OVER BALANCE</b>                 | 6,186   | 32,166  | 157,727 | 75,827  | 3,446   |

## **INFORMATION TECHNOLOGY**

### **Description**

The City of Delaware Department of Information Technology exists to enable the various City departments to efficiently and effectively achieve their goals by delivering the high-quality services and technologies staff needs, while maintaining the fiscal responsibility our citizens expect. The technology related capital planning for the city can be classified into four major areas:

- Internal Infrastructure and Network Services
- External Network Infrastructure
- Application Software Systems Support
- Equipment Acquisition for End-User Support

### **Equipment Acquisition for End-User Support**

#### ***PC Replacements:***

This project has historically attempted to replace as many older and failing computers as possible. The City has increased the life expectancy of deployed machines from 3 to 5 years, and the observed trend moving away from traditional desktops to tablets and mobile technologies is anticipated to start driving replacement costs down after 2016.

#### ***Copier/Scanner Replacement***

In 2007, the City purchased 14 network-attached, multi-function copiers for printing, scanning, faxing, and traditional photocopying services. In the intervening years, that number has increased to 29 copiers/printers. The \$22,000 yearly funding in this project is intended to initiate a new Capital Lease, similar to the method used in 2007, to replace the copiers in 2016 and spread payment of the replacement units over their 6 to 7 year useful life.

### **Internal Infrastructure and Network Services**

#### ***High-capacity Storage***

In 2012 the City purchased a high-capacity storage disk array to house most of the City's file shares and provides storage for some non-critical virtual servers. This EMC disk array is now full, starting to show hardware failures, and the requirement for extremely high-capacity data storage will only increase. Market pressures continue to drive the cost of "capacity" storage down, and a budget of \$40,000 should be sufficient for large-scale replacement.

### **External Network Infrastructure**

#### ***Fiber Optic Networks***

The City has ten miles of fiber optic cable, both under- and above-ground connecting most of the City's assets. In the past the City has attempted to partner with external entities to further extend our fiber system capabilities. Moving forward we would like to take a more pro-active role in identifying fiber needs and opportunities. We hope to prepare a basic strategic plan with some outside contractual assistance in 2016 to identify strategic improvements that benefit not only internal city technology communication needs, but also foster economic development opportunities citywide.

### **Application Software Systems Support:**

The major system-wide software systems utilized by the City are:

- Azteca City works (City-wide Computerized Maintenance Management System, & Planning, Permitting, and Licensing)
- ESRI ArcGIS (City-wide Geographic Information System)
- Civica CMI (City-wide Financial and Revenue Collection software “suite” with specific modules for Payroll, Utility Billing, Income Tax Collection, and Financial and Budgetary Accounting)
- SunGard ONESolution (Police Record Management System / Computer Aided Dispatch)
- ZOLL FireRMS, ePCR, etc. (Fire and EMS integrated software)
- Microsoft Exchange (City-wide email, calendaring, and messaging software)

The current five year capital plan includes resources to replace/upgrade several existing software systems including the Police system in 2017 and several finance applications in 2016, 2018, and 2019. In addition new software is being proposed in 2016 for time and attendance software and a Human Resources management system. Most software systems require initial acquisition and implementation costs and then subsequent annual license fees in addition to annual support costs which are included in operations. Thus we are reflecting multi-year costs for several of the acquisitions.

#### ***Police Records Management System***

The Delaware Police Department currently utilizes a Record Management System / Computer Aided Dispatch software suite that utilizes “green screen” technology dating from the late 1990’s, and has existed in its current form since at least 2007.

The current software and support agreements do not include upgrades, and the most recent budgetary quote to move to a 21<sup>st</sup> century RMS came in at over three hundred thousand dollars. A full departmental needs assessment will begin in 2016 to determine if less costly alternatives are available, with a planned implementation of an integrated system in 2017.

#### ***Human Resources Systems***

The Department of Administrative Services presently does not have an integrated Human Resources Management software system, instead using a “constellation” of disparate Excel spreadsheets and Access databases. This makes recordkeeping and retention difficult, and increases the possibilities of human errors in processing employee records. In a time where security and records leaks are daily news, and statutory health care reporting provisions are looming, the need for a HR system that integrates with Payroll and Time & Attendance is critical.

#### **Strategic Plan Theme/Goals**

##### ***Effective Government***

(EF1—effectively deliver the services that Delaware citizens need, want, and are willing to support, by maintaining high quality technology.)

##### **Master Planning Efforts**

2016—Application Software Systems Support integrated Payroll, Time & Attendance, and Human Resource Management software systems.

2016—Internal Infrastructure and Network Services high-capacity storage replacements and upgrades.

2017—Application Software Systems Support possible integrated Police RMS and CAD software systems upgrade or replacement.

2017—Internal Infrastructure and Network Services network switch and firewall replacements.

2018—Application Software Systems Support improvements with integrated Budgetary Forecasting and Planning software systems.

2018— Internal Infrastructure and Network Services virtual server acquisitions.

2019—Application Software Systems Support improvements with integrated Local Income Tax Collection software systems.

2019—Infrastructure and Network Services improvements (difficult to forecast) probably migration to “cloud-based” Infrastructure as a Service offerings

2016-2020—Equipment Acquisitions for yearly PC Desktop, Laptop, Tablet hardware replacements and Copier / Scanner replacements.

2016-2020—External Network Infrastructure yearly fiber optic network expansion and maintenance.

**CAPITAL IMPROVEMENT PLAN  
TECHNOLOGY IMPROVEMENTS  
2016 - 2020**

|                                                   | 2016    | 2017    | 2018    | 2019    | 2020    |
|---------------------------------------------------|---------|---------|---------|---------|---------|
| <b>REVENUES:</b>                                  |         |         |         |         |         |
| <i>CIP Allocation (pg. 1)</i>                     | 150,000 | 444,125 | 154,720 | 184,220 | 102,720 |
| <b>TOTAL REVENUE</b>                              | 150,000 | 444,125 | 154,720 | 184,220 | 102,720 |
| <b>EXPENDITURES:</b>                              |         |         |         |         |         |
| <b>Equipment Acquisition</b>                      |         |         |         |         |         |
| PC Replacement                                    | 16,000  | 16,000  | 16,000  | 35,000  | 16,000  |
| Copier Replacement                                | 22,000  | 22,000  | 22,000  | 22,000  | 22,000  |
| <b>Internal Network Acquisition</b>               |         |         |         |         |         |
| High Capacity Storage Replacements                | 40,000  |         |         |         |         |
| Network Switch and Firewall Replacements          |         | 75,000  |         |         |         |
| Virtual Server Acquisition                        |         |         | 40,000  |         |         |
| Migration to Cloud Based Infrastructure           |         |         |         | 40,000  |         |
| <b>External Network Infrastructure</b>            |         |         |         |         |         |
| Fiber System Expansion                            | 10,000  | 10,000  | 10,000  | 10,000  | 10,000  |
| <b>Software Application Acquisition/Retention</b> |         |         |         |         |         |
| Payroll, Human Resource Mgmt.                     | 62,000  | 18,500  | 18,500  | 18,500  | 18,500  |
| Police Records Management System                  |         | 302,625 | 18,220  | 18,220  | 18,220  |
| Budgetary Accounting System                       |         |         | 30,000  | 10,500  | 9,000   |
| Income Tax Collection System                      |         |         |         | 30,000  | 9,000   |
| <b>TOTAL EXPENDITURES</b>                         | 150,000 | 444,125 | 154,720 | 184,220 | 102,720 |

## **FACILITY MAINTENANCE**

### Description:

The city maintains multiple facilities each with expensive components, systems and equipment requiring periodic maintenance, adjustment and replacement. The Public Works Department currently manages the maintenance and custodial needs of two of the largest and most visible public buildings in the city being the Justice Center and City Hall. Staff also manages maintenance activities for the Engineering division building at 20 E William St, the recently acquired Gazette building, the Public Works Facility, current facilities on Cherry Street, Ross Street and the city owned rental units on W Central Ave. Facilities require a variety of daily, weekly, quarterly, and annual maintenance activities to guarantee the operation of critical systems including building security, back-up power, fire protection, elevators, heating & cooling, plumbing & electrical, roofing and other related systems. The majority of this work is funded through the Public Works Facility Maintenance operations budget, though certain large expenses, such as HVAC replacements, roof repairs, flooring replacement and facility expansions are managed through the CIP.

One of major challenges is the HVAC systems at the Municipal Court Building and City Hall. In 2014, a comprehensive inspection of the HVAC system at City Hall identified multiple failed components which were attributed to the poor operation and performance of the HVAC systems. Recently, the first of several major improvements was completed which included the replacement of the 50 ton rooftop chiller unit at a cost of \$125,000. The evaluation identified an additional \$300,000 in necessary improvements at City Hall to bring the system back to full operation and efficiency. However, additional study by the City's HVAC contractor determined that the cost of improvements could be reduced to an estimated \$125,000 by utilizing existing wiring and lines, and by retrofitting existing air handlers and VAV units with updated motors, actuators and related control components. The 2016 CIP includes these repairs to the system along with the upgrade of the HVAC management software and associated equipment in City Hall to provide improved monitoring and operation. Currently problems can only be detected by staff on-site and generally not until being reported following component failure. The upgrade will permit for remote monitoring, notification of component failure, and adjustment to system performance.

While HVAC operation demands the attention of majority of the limited staff time available for building maintenance work, multiple other systems at times, go largely unchecked which can lead to malfunctions and failures undetected or addressed for periods of several days or longer. Similarly, the time to perform system evaluations of all primary building systems and components is not available at current staffing levels. Nevertheless, for affective management of the facilities, such assessments need to be performed to develop the appropriate maintenance and cost schedules for each facility and system. Assessments shall include roofing, flooring, painting, and backup power

systems. The 2016 CIP proposes the replacement of the entire fifty plus year old roof at Public Works with a new standing seam roof system. The current roof has multiple leaks, and in places is so deteriorated that repeated attempts to plug leaks has failed. Staff has resorted to placing tarps or other barriers on the roof to divert water away from areas subject to repeated leaks.

In 2014, a Public Works Facility Improvements plan was approved as part of the operational reorganizational effort that has been under review since 2012. Ongoing improvements include the construction of a 2,240 SF administrative addition to accommodate the consolidation of the Engineering Division within the Public Works operation, with completion anticipated by November, 2015. The construction of the new 3000 ton capacity Salt Storage Barn and associated Brine Production Machine was completed in October of 2014. Additional improvements to the facility include the demolition and replacement of approximately 9000 SF of building space to house the Traffic Division. Demolition will include two wood drying kilns used by the former industrial tenant and the shed structure on the east end of the fleet garage.

The highest priority improvement at the Public Works facility is replacement of the original steel roof which covers all existing buildings. The roof is prone to multiple leaks, especially near the skylight openings. The replacement could be performed in two phases though it is anticipated the best cost can be achieved in a single project. First phase must include the roof replacement over existing finished administrative spaces, subject to ongoing leaks and ceiling damage during heavy rain events.

The fire suppression system within the public works facility is also in need of replacement, specifically the original steel fire lines now over fifty years old. Like the roof, these lines form leaks annually causing the fires system to activity and deliver water to various areas of he facility. Repairs are shown to occur over a three year schedule.

Public parking lot resurfacing has been removed from the CIP due to the limited availability of funding. The city owns and operates 31 public parking lots either adjacent to public buildings, or free standing for local public access. Maintenance work generally involves restriping, sealing, crack repair, pothole repair, and periodic resurfacing. Maintenance work will be performed by Public Works staff in order to maintain the parking lots in a safe and drivable condition. Recent equipment purchases including the pavement zipper and mobile hot boxes allows for proper maintenance to be performed year round. The cost the materials required to complete this work will be included within the annual operations budget.

Each year, facilities are subject to unanticipated maintenance expenses involving building or equipment failures. Most of these improvements include emergency plumbing, HVAC or other system repairs that must be addressed

upon discovery. Cumulatively, these expenses add up to a significant amount annually, though they are not specifically identified or included in the capital plan. Other planned maintenance improvements that are typically below \$15,000 in cost could be included in the CIP but are also best addressed through the operations budget. Together, these items will be shown as a separate line item in future Facilities Maintenance operations budgets to adequately account for their reoccurrence.

Primary Strategic Plan Theme/Goals:

Effective Government

SC1 - Effectively deliver the services that Delaware citizens need, want, and are willing to support

Master Planning Efforts

HVAC Inventory & Assessment

Roofing Inventory & Assessment

Flooring Inventory & Assessment

**CAPITAL IMPROVEMENT PLAN  
BUILDING MAINTENANCE IMPROVEMENTS  
2016 - 2020**

|                                                 | 2016           | 2017          | 2018          | 2019          | 2020          |
|-------------------------------------------------|----------------|---------------|---------------|---------------|---------------|
| <b>REVENUES:</b>                                |                |               |               |               |               |
| Bond Proceeds                                   | 450,000        |               |               |               |               |
| <i>CIP Allocation (pg. 1)</i>                   | <b>185,000</b> | <b>65,000</b> | <b>67,000</b> | <b>70,000</b> | <b>70,000</b> |
| <b>TOTAL REVENUE</b>                            | <b>635,000</b> | <b>65,000</b> | <b>67,000</b> | <b>70,000</b> | <b>70,000</b> |
| <b>EXPENDITURES:</b>                            |                |               |               |               |               |
| Carpet Replacement                              | 10,000         | 10,000        | 10,000        | 10,000        | 10,000        |
| City Hall HVAC                                  | 125,000        |               |               |               |               |
| Justice Center HVAC/Other Building Improvements | 25,000         | 25,000        | 25,000        | 25,000        | 25,000        |
| Roof Repairs City Hall, Justice Center          | 25,000         | 30,000        | 32,000        | 35,000        | 35,000        |
| Public Works Building                           |                |               |               |               |               |
| - Roof Replacement                              | 450,000        |               |               |               |               |
| <b>TOTAL EXPENDITURES</b>                       | <b>635,000</b> | <b>65,000</b> | <b>67,000</b> | <b>70,000</b> | <b>70,000</b> |

## **SIDEWALK IMPROVEMENTS**

### Description:

The Safe Walks initiative is included as part of the Highway Maintenance Plan's sidewalk maintenance program. Since its inception in 2006, the Safe Walks program has resulted in approximately 220,000 square feet of sidewalk being identified for replacement. This is the equivalent of 8,800 sidewalk sections or just over 8.3 miles of new sidewalk. The value of the program work to date is \$2.7 million, with approximately 45 percent of the cost being covered by property owners and the remaining 55 percent by the city.

The most recent area to be evaluated for repairs is the city's northwest side, with repairs to be completed through fall of 2016. With completion of this work, the city will focus on the last remaining area including all neighborhoods south of US36 and west of the CSX railway. Though it was contemplated in 2013 to evaluate and address the west side of the city beginning in 2014, changes and limitations in staff capacity required the work be deferred evaluation until 2015 and 2016.

Once the final west side phase has been completed, the entire community will have been evaluated and addressed for sidewalk deficiencies. Because it is anticipated that additional deficiencies will arise as sidewalk sections age and street trees grow, it is being recommended as part of an ongoing efforts through the Sidewalk Maintenance Program to continue routine sidewalk evaluations throughout the community to identify new deficiencies in accordance with the Safe Walks Program protocol. Evaluations would occur on a 5-year cycle covering the entire city. It is anticipated that the number of repairs identified will be relatively minor compared to the initial program evaluation findings.

Removed from the CIP this year are non-Safe Walks sidewalk improvements throughout the community that are proposed now to be managed through a dedicated line item in the Streets Maintenance and Repair Division (SMR) operating budget. The line item will include maintenance of ADA Ramps, sidewalk infill projects, downtown streetscape area brick paver repairs, and bike network maintenance activities. Funding will be established through the Public Works SMR division for materials. Work will be prioritized and managed accordingly based on funding levels and staff availability.

### Primary Strategic Plan Theme/Goals:

GC2 - Provide an efficient transportation system with safe and complete streets

### Master Planning Efforts

2015 - 2016 Repairs to Northwest Area

2016 - 2017 Repairs to Southwest Area

2018 - Implement 5-Year Evaluation Cycle

**CAPITAL IMPROVEMENT PLAN  
SAFEWALK SIDEWALK PROGRAM  
2016 - 2020**

|                                       | 2016             | 2017             | 2018             | 2019           | 2020           |
|---------------------------------------|------------------|------------------|------------------|----------------|----------------|
| <b>BALANCES FORWARD</b>               | 0                | 47,488           | 37,274           | 37,464         | 46,499         |
| <b>REVENUES:</b>                      |                  |                  |                  |                |                |
| Resident Direct Payment               | 183,000          | 183,000          | 47,500           |                |                |
| Property Tax Assessments              |                  |                  |                  |                |                |
| Prior Years                           | 21,538           | 20,086           |                  |                |                |
| 2012                                  | 8,645            | 8,645            | 8,645            |                |                |
| 2014                                  | 4,280            | 4,280            | 4,280            | 4,280          |                |
| 2015                                  | 34,275           | 34,275           | 34,275           | 34,275         | 34,275         |
| 2016                                  |                  |                  | 45,240           | 45,240         | 45,240         |
| 2017                                  |                  |                  |                  | 45,240         | 45,240         |
| Note Issue                            | 750,000          | 975,000          | 750,000          | 550,000        | 325,000        |
| CIP Allocation Safewalk               | 100,000          | 125,000          | 125,000          | 125,000        | 125,000        |
| <b>Total CIP Allocation (pg. 1)</b>   | <b>100,000</b>   | <b>125,000</b>   | <b>125,000</b>   | <b>125,000</b> | <b>125,000</b> |
| <b>TOTAL REVENUE</b>                  | <b>1,101,738</b> | <b>1,350,286</b> | <b>1,014,940</b> | <b>804,035</b> | <b>574,755</b> |
| <b>EXPENDITURES:</b>                  |                  |                  |                  |                |                |
| <b>RESIDENT REPAIR RESPONSIBILITY</b> |                  |                  |                  |                |                |
| Invoice                               | 183,000          | 183,000          | 10,000           | 10,000         | 10,000         |
| Assessment                            | 183,000          | 183,000          | 10,000           | 10,000         | 10,000         |
| <b>CITY REPAIR RESPONSIBILITY</b>     |                  |                  |                  |                |                |
| City Invoice                          | 187,000          | 187,000          | 10,000           | 10,000         | 10,000         |
| <b>SIDEWALK INSPECTION SERVICES</b>   | 50,000           | 50,000           |                  |                |                |
| <b>DEBT SERVICE</b>                   | 451,250          | 757,500          | 984,750          | 765,000        | 561,000        |
| <b>Total Safewalk Expenditures</b>    | <b>1,054,250</b> | <b>1,360,500</b> | <b>1,014,750</b> | <b>795,000</b> | <b>591,000</b> |
| <b>ENDING FUND BALANCE</b>            | <b>47,488</b>    | <b>37,274</b>    | <b>37,464</b>    | <b>46,499</b>  | <b>30,254</b>  |

## **FIRE/EMS**

The most significant project in the Fire/EMS fund is Station 304, located on Cheshire Road and Glenn Parkway, slated for construction in 2016. The station design will follow the design of station 303.

Equally important in 2016 is the purchase of an engine truck. This is anticipated to be a Quintuple Combination Pumper and would be located at Fire Station 303.

Also in 2016-20, funding is being recommended that would replace staff/utility vehicles.

**CAPITAL IMPROVEMENT PLAN  
FIRE/EMS FUND  
2016 - 2020**

|                                                   | 2016             | 2017             | 2018             | 2019             | 2020             |
|---------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| <b>BALANCES FORWARD</b>                           | <b>1,450,225</b> | <b>1,747,092</b> | <b>1,800,453</b> | <b>1,422,545</b> | <b>1,508,922</b> |
| <b>REVENUES:</b>                                  |                  |                  |                  |                  |                  |
| Fire/EMS Income Tax                               | 735,000          | 770,000          | 805,000          | 840,000          | 840,000          |
| Fire Impact Fee Funds                             | 85,000           | 87,000           | 87,000           | 90,000           | 90,000           |
| Capital Lease Proceeds                            | 1,125,509        |                  |                  |                  |                  |
| Bond Issue - Station 304                          | 4,000,000        |                  |                  |                  |                  |
| <b>TOTAL REVENUE</b>                              | <b>5,945,509</b> | <b>857,000</b>   | <b>892,000</b>   | <b>930,000</b>   | <b>930,000</b>   |
| <b>EXPENDITURES:</b>                              |                  |                  |                  |                  |                  |
| <b>DEBT SERVICE</b>                               |                  |                  |                  |                  |                  |
| Station 302 (\$573,416, 10 yrs, 1.502%, 2022)     | 63,515           | 63,794           | 64,064           | 63,743           | 60,872           |
| Station 303 (\$2,755,000, 2.94%, 2032)            | 186,519          | 181,518          | 176,519          | 176,518          | 174,569          |
| Station 304 (\$4,000,000, 20 yrs, 4.0%, 2035)     |                  | 165,000          | 292,446          | 292,446          | 292,446          |
| Ladder Truck Lease (1,090,176, 1.83%, 7yrs, 2019) | 166,294          | 166,294          | 166,294          | 41,573           |                  |
| Engine Truck Lease (1,125,509, 1.83%, 7yrs, 2023) |                  | 83,147           | 166,294          | 166,294          | 166,294          |
| EMS Vehicles (3) - (800,000, 10 yrs. 2024)        | 95,550           | 93,950           | 92,350           | 90,750           | 94,150           |
| <b>STATION CONSTRUCTION</b>                       |                  |                  |                  |                  |                  |
| Station #304 - Cheshire Rd.                       | 4,000,000        |                  |                  |                  |                  |
| <b>APPARATUS/VEHICLES</b>                         |                  |                  |                  |                  |                  |
| Engine/Pumper Truck                               | 1,125,509        |                  |                  |                  | 823,401          |
| Paramedic Units                                   |                  |                  |                  |                  | 392,699          |
| Staff/Utility Vehicles                            | 11,255           | 49,936           | 11,941           | 12,299           | 12,299           |
| <b>EQUIPMENT</b>                                  |                  |                  |                  |                  |                  |
| Defibrillators/Cardiac Monitors                   |                  |                  | 300,000          |                  |                  |
| <b>TOTAL EXPENDITURES:</b>                        | <b>5,648,642</b> | <b>803,639</b>   | <b>1,269,908</b> | <b>843,623</b>   | <b>2,016,730</b> |
| <b>ENDING BALANCE</b>                             | <b>1,747,092</b> | <b>1,800,453</b> | <b>1,422,545</b> | <b>1,508,922</b> | <b>422,192</b>   |

|                                 |                  |                  |                  |                  |                  |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Debt Balance Outstanding</b> | <b>8,783,806</b> | <b>7,909,288</b> | <b>7,020,394</b> | <b>6,237,076</b> | <b>5,964,650</b> |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|

**CAPITAL IMPROVEMENT PLAN  
POLICE IMPACT FEE FUND  
2016 - 2020**

|                                               | 2016    | 2017    | 2018    | 2019    | 2020    |
|-----------------------------------------------|---------|---------|---------|---------|---------|
| <b>BALANCES FORWARD</b>                       | 232,107 | 227,189 | 224,962 | 222,939 | 223,729 |
| <b>REVENUES</b>                               |         |         |         |         |         |
| Police Impact Fees                            | 57,000  | 58,000  | 59,000  | 60,000  | 60,000  |
| <b>TOTAL REVENUE</b>                          | 57,000  | 58,000  | 59,000  | 60,000  | 60,000  |
| <b>IMPACT FEE EXPENDITURES</b>                |         |         |         |         |         |
| <b>DEBT SERVICE</b>                           |         |         |         |         |         |
| Justice Center (\$890,000, 19yrs 2.94%, 2032) | 61,918  | 60,227  | 61,023  | 59,210  | 59,210  |
| <b>TOTAL IMPACT FEE EXPENDITURES</b>          | 61,918  | 60,227  | 61,023  | 59,210  | 59,210  |
| <b>IMPACT FEE BALANCE</b>                     | 227,189 | 224,962 | 222,939 | 223,729 | 224,519 |

|                                 |                |                |                |                |                |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Debt Balance Outstanding</b> | <b>715,978</b> | <b>673,715</b> | <b>628,966</b> | <b>583,975</b> | <b>539,469</b> |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|

**CAPITAL IMPROVEMENT PLAN  
FIRE IMPACT FEE FUND  
2016 - 2020**

|                                       | 2016    | 2017    | 2018    | 2019    | 2020    |
|---------------------------------------|---------|---------|---------|---------|---------|
| <b>BALANCES FORWARD</b>               | 118,672 | 118,672 | 118,672 | 118,672 | 118,672 |
| <b>REVENUES:</b>                      |         |         |         |         |         |
| Fire Impact Fees                      | 85,000  | 87,000  | 87,000  | 90,000  | 90,000  |
| <b>TOTAL REVENUE</b>                  | 85,000  | 87,000  | 87,000  | 90,000  | 90,000  |
| <b>IMPACT FEE EXPENDITURES:</b>       |         |         |         |         |         |
| <b>DEBT SERVICE</b>                   |         |         |         |         |         |
| Station 303/304                       | 85,000  | 87,000  | 87,000  | 90,000  | 90,000  |
| <b>TOTAL IMPACT FEE EXPENDITURES:</b> | 85,000  | 87,000  | 87,000  | 90,000  | 90,000  |
| <b>IMPACT FEE BALANCE</b>             | 118,672 | 118,672 | 118,672 | 118,672 | 118,672 |

**CAPITAL IMPROVEMENT PLAN  
MUNICIPAL SERVICES IMPACT FEE FUND  
2016 - 2020**

|                                                        | 2016           | 2017           | 2018           | 2019           | 2020           |
|--------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|
| <b>BALANCE FORWARD</b>                                 | <b>281,370</b> | <b>310,663</b> | <b>348,665</b> | <b>392,863</b> | <b>433,228</b> |
| <b>REVENUES:</b>                                       |                |                |                |                |                |
| Impact Fees                                            | 100,000        | 105,000        | 110,000        | 110,000        | 110,000        |
| Sewer Fund Reimbursement Cherry St. Facility           | 65,000         | 65,000         | 65,000         | 65,000         | 65,000         |
| <b>TOTAL REVENUES</b>                                  | <b>165,000</b> | <b>170,000</b> | <b>175,000</b> | <b>175,000</b> | <b>175,000</b> |
|                                                        |                |                |                |                |                |
| <b>EXPENDITURES:</b>                                   |                |                |                |                |                |
| <b>DEBT SERVICE</b>                                    |                |                |                |                |                |
| Public Works Facility (\$1,060,000 19yrs, 2.94%, 2031) | 73,094         | 71,094         | 69,094         | 72,094         | 72,094         |
| Justice Center (\$900,000, 19yrs 2.94%, 2032)          | 62,613         | 60,904         | 61,708         | 62,541         | 62,541         |
|                                                        |                |                |                |                |                |
| <b>TOTAL EXPENDITURES</b>                              | <b>135,707</b> | <b>131,998</b> | <b>130,802</b> | <b>134,635</b> | <b>134,635</b> |
| <b>IMPACT FEE BALANCE</b>                              | <b>310,663</b> | <b>348,665</b> | <b>392,863</b> | <b>433,228</b> | <b>473,593</b> |

|                                 |                  |                  |                  |                  |                  |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Debt Outstanding Balance</b> | <b>1,574,023</b> | <b>1,481,286</b> | <b>1,386,034</b> | <b>1,285,783</b> | <b>1,185,531</b> |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|

## **WATER CAPACITY FUND**

### Description:

The City owns and operates the Delaware 7.2 MGD Water Treatment Facility and three water storage tanks with a combined storage capacity of 4 million gallons. The capacity fund is intended to provide for the construction or expansion of new infrastructure and facilities for development and new customers.

The capacity fund is also used to service any debt on recently completed water capacity utility projects. The current debt service for water capacity projects is \$1,005,345. These projects include the 24-inch westside water transmission main, Penry Road raw water line, SE Highland water storage tank and the 7.2 MGD water treatment plant expansion and improvements project that was completed in June 2015.

In 2015 the City will complete the construction of a new 16-inch water line project on the Sawmill Parkway alignment to Innovation Court and construction of a new 8-inch water line on Innovation Court for the development of new businesses in the SW Industrial Park corridor. Also Included in the CIP is \$1,000,000 to ready the Sawmill Parkway corridor for development through the provision of water service with the SW Industrial Park (Sawmill Parkway and Jeg's Blvd) corridor.

New water capacity projects programmed for 2016 include the construction of a new eight-inch water line on Vernon Avenue from the railroad tracks to Brittany Drive for potable water service and fire protection. Funding in 2016 will also be available for the design and construction of new water lines for economic development sites in the Southwest Industrial Park corridor.

The Water Master Plan will also be updated in 2017. The last comprehensive plan was completed in 2006 and is largely outdated with the growth of the City's existing service area. The update will address future water sources, water transmission and storage requirements, water rates and capacity fees and the potential need for an upground reservoir.

### Primary Strategic Plan Theme/Goals:

#### **Safe City**

SC2 – Provide safe, sufficient, and reliable drinking water, sewage and solid waste disposal and drainage system.

### Master Planning Reports:

1986 – Water System Master Plan Study – Burgess & Niple

2000 – Water Treatment Facility Plan – Malcolm Pirnie

2006 – Water Master Plan – Floyd Browne Group

2008 – Upground Reservoir Recommendation Report – Floyd Browne Group

**CAPITAL IMPROVEMENT PROGRAM  
WATER FUND CAPACITY PROJECTS  
2016 - 2020**

|                                                        | 2016      | 2017      | 2018      | 2019      | 2020      |
|--------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| <b>BALANCES FORWARD</b>                                | 3,139,283 | 3,462,827 | 2,769,450 | 3,334,311 | 3,332,577 |
| <b>REVENUES:</b>                                       |           |           |           |           |           |
| Water Capacity Fees                                    | 1,200,000 | 1,200,000 | 1,200,000 | 1,200,000 | 1,200,000 |
| Water Debt Meter Fee Allocation                        | 403,889   | 411,967   | 420,207   | 428,611   | 437,183   |
| <b>TOTAL REVENUES</b>                                  | 1,603,889 | 1,611,967 | 1,620,207 | 1,628,611 | 1,637,183 |
| <b>EXPENDITURES:</b>                                   |           |           |           |           |           |
| <b>DEBT SERVICE</b>                                    |           |           |           |           |           |
| Westside Trans Line (\$2,225,051, 25 yrs, 3.67%, 2036) | 136,750   | 136,750   | 136,750   | 136,750   | 136,750   |
| Penry Rd. Waterline (\$1,000,000, 25 yrs, 3.55%, 2037) | 62,976    | 62,976    | 62,976    | 62,976    | 62,976    |
| Kingman Hill Tower (\$3,545,000, 25 yrs, 4.51%, 2031)  | 243,005   | 243,005   | 243,005   | 243,005   | 243,005   |
| Plant Expansion (\$9,600,000, 25yrs., 3.23%, 2039)     | 562,614   | 562,614   | 562,614   | 562,614   | 562,614   |
| <b>TOTAL DEBT SERVICE</b>                              | 1,005,345 | 1,005,345 | 1,005,345 | 1,005,345 | 1,005,345 |
| <b>WATER SUPPLY PROJETS</b>                            |           |           |           |           |           |
| Water Master Plan                                      |           | 300,000   |           |           |           |
| Upground Reservoir Design                              |           |           |           |           | 250,000   |
| <b>DISTRIBUTION CAPACITY PROJECTS</b>                  |           |           |           |           |           |
| Olentangy Ave. River Crossing                          |           |           |           |           | 650,000   |
| Vernon Avenue Water Line                               | 175,000   |           |           |           |           |
| Buttermilk Rd./Troy Rd. Waterline                      |           |           |           | 575,000   |           |
| New Line Oversizing/Extension                          | 100,000   | 1,000,000 | 50,000    | 50,000    | 50,000    |
| <b>TOTAL WATER CAPACITY PROJECTS</b>                   | 275,000   | 1,300,000 | 50,000    | 625,000   | 950,000   |
| <b>ENDING FUND BALANCE</b>                             | 3,462,827 | 2,769,450 | 3,334,311 | 3,332,577 | 3,014,415 |

## **WATER MAINTENANCE FUND**

### Description:

Funds for the water maintenance revenues are generated from the City's monthly water rates and are used to pay the water maintenance debt for water rehabilitation and replacement projects. The yearly debt to be paid is approximately \$1,312,765 for the next 25 years. Additional maintenance funds are then used to fund projects to improve service levels for City residents, improve fire flow protection, reduce water quality issues and replace water mains with a history of failures.

The City owns and operates a potable and fire suppression water distribution system consisting of approximately 185 miles of water pipe ranging in size from 2 inches to 24 inches and over 1,900 fire hydrants. The majority of the City's water pipes are in good to fair condition with less than 5 percent of the system demonstrating some type of failure in the past 10 years. Water pipes that are currently in good to fair condition will move towards their replacement age over the next 25 years. Water pipes in failed condition have had more than three historical failures whereas the pipes in poor condition have had only one to two failures. It is likely the water pipes in poor condition will experience additional failures and reach the end of their useful life. Most of the water pipes recommended for replacement are primarily cast iron pipes that were installed after 1940. Approximately 25 % of the City's water lines are cast iron pipes. In the past several years the City has replaced approximately 6,000 feet of water pipe with an average of 14 water breaks per year or 8 water main failures per 100 miles of water lines.

Water maintenance projects that will be completed in 2015 include the replacement of water lines on David Street, Noble Street, Fair Avenue, Potter Street and Park Avenue. The City also completed water line improvements for the Delaware County fairgrounds in 2015. An additional project in 2015 will be the removal of the remaining lime sludge from a storage lagoon at the water plant at the cost of approximately \$445,000.

The 2016 CIP recommends the implementation of an Automated Metering Infrastructure (AMI) System for the City. The AMI system enables two-way communication over a fixed network between the City's utility system and the metering endpoints. The AMI system will provide the City with the capability to provide monthly reads, improve move-ins and move-outs efficiency; allow customers to access an online portal for customers to view their individual usage, tamper and theft of water detection, leak detection and water conservation. In 2015, the City entered into a contract with CH2M Engineering to develop procurement and contractual documents for the selection of a potential AMI System. CH2M completed a Request-for-Proposal with City staff for the vendors to propose AMI systems and costs for the City to review. The RFP will require the vendors to provide creative pricing structures that

minimize the City's upfront capital investment. The City's engineering consultant will provide the City with an economic benefit analysis once all proposals have been submitted to the City.

Additional items in the 2016 water maintenance CIP include the installation on new settling basins chains and valves at the water treatment plant and a new 3.5 cubic yard concrete truck and mini-excavator for the public utilities department.

Primary Strategic Plan Theme/Goals

Safe City

SC2 – Provide safe, sufficient, and reliable drinking water, sewage and solid waste disposal and drainage system.

Master Planning Reports

1986 – Water System Master Plan Study – Burgess & Niple

2007 – Industrial Park Area Sewer and Water Master Plan – Burgess & Niple

2009 – Water Distribution Master Plan – Floyd Browne Group

**CAPITAL IMPROVEMENT PROGRAM  
WATER FUND MAINTENANCE PROJECTS  
2016 - 2020**

|                                                       | 2016             | 2017             | 2018             | 2019             | 2020             |
|-------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| <b>BALANCES FORWARD</b>                               | <b>2,536,199</b> | <b>1,402,179</b> | <b>1,524,034</b> | <b>1,385,889</b> | <b>1,329,036</b> |
| <b>REVENUES:</b>                                      |                  |                  |                  |                  |                  |
| Transfer from Water Fund                              | 725,000          | 750,000          | 775,000          | 800,000          | 800,000          |
| Water Debt Meter Fee Allocation                       | 1,043,745        | 1,064,620        | 1,064,620        | 1,085,912        | 1,085,912        |
| <b>TOTAL REVENUES</b>                                 | <b>1,768,745</b> | <b>1,814,620</b> | <b>1,839,620</b> | <b>1,885,912</b> | <b>1,885,912</b> |
| <b>EXPENDITURES:</b>                                  |                  |                  |                  |                  |                  |
| <b>DEBT SERVICE</b>                                   |                  |                  |                  |                  |                  |
| Treatment Plant (\$22,400,000 - 25 yrs, 3.23%, 2039 ) | 1,312,765        | 1,312,765        | 1,312,765        | 1,312,765        | 1,312,765        |
| <b>WATER IMPROVEMENTS</b>                             |                  |                  |                  |                  |                  |
| Automated Meter Reading System                        | 1,200,000        |                  |                  |                  |                  |
| <b>WATER PLANT MAINTENANCE</b>                        |                  |                  |                  |                  |                  |
| WTP Settling Basins Chain & Valve Replacement         | 100,000          |                  |                  |                  |                  |
| Nano and Ultra Filtration Membrane Replacement        |                  |                  |                  |                  | 500,000          |
| <b>WATER DISTRIBUTION PROJECTS</b>                    |                  |                  |                  |                  |                  |
| West Water Tank Painting                              |                  |                  | 450,000          |                  |                  |
| Water Line Improvements:                              |                  |                  |                  |                  |                  |
| Small Main/Service Replacement                        | 50,000           | 50,000           | 50,000           | 50,000           | 50,000           |
| Fire Flow Improvement                                 | 75,000           | 75,000           | 75,000           | 75,000           | 75,000           |
| Campbell St. Waterline                                |                  |                  |                  |                  | 150,000          |
| David St. Waterline                                   | 50,000           |                  |                  |                  |                  |
| Blymer St. Waterline                                  |                  | 150,000          |                  |                  |                  |
| Pennsylvania Ave. Waterline                           |                  |                  |                  | 475,000          |                  |
| East St./Fair Ave. Waterline                          |                  |                  | 60,000           |                  |                  |
| Equipment Replacement                                 | 115,000          | 105,000          | 30,000           | 30,000           |                  |
| <b>TOTAL WATER REPAIR AND MAINT.</b>                  | <b>2,902,765</b> | <b>1,692,765</b> | <b>1,977,765</b> | <b>1,942,765</b> | <b>2,237,765</b> |
| <b>ENDING FUND BALANCE</b>                            | <b>1,402,179</b> | <b>1,524,034</b> | <b>1,385,889</b> | <b>1,329,036</b> | <b>977,183</b>   |

## **SEWER CAPACITY FUND**

### Description:

The City owns and operates the 10 MGD Upper Olentangy Water Reclamation Center for the treatment of domestic and industrial wastewater. The sewer capacity fund is intended to provide for the construction or expansion of new infrastructure for development and new customers.

The capacity fund is also used to service any debt on recently completed sewer capacity projects. The current yearly debt service is approximately \$3,077,081. These projects include the Route 23N sanitary truck sewer, SE Highland sanitary trunk sewer and the expansion and improvements of the wastewater treatment plant.

In 2015 the City will complete the construction of a new 24-inch sanitary sewer main on the Sawmill Parkway alignment to Innovation Court and the construction of a new 8-inch sanitary sewer line on Innovation Court for the development of new businesses in the SW Industrial Park corridor. Also in 2015 the City entered into a contract with a professional engineering firm for the update of the City's sanitary sewer collection master plan. The updated master plan will evaluate the existing collection system during peak wet weather flows to evaluate the existing capacity of the system and determine improvement needs for future build-out conditions. A sewer capacity model will be populated by the engineer that will be used to determine future capacity requirements of the City. The master plan update is expected to be completed by March 2016.

New sewer capacity projects programmed for 2016 include funding for the design and construction of sanitary sewers to support economic development project sites within the SW Industrial Park (Sawmill Parkway and Jeg's Blvd) corridor. Funding has also been assigned to completing significant capacity improvements to the Slack Road pump station. This improvement will provide immediate capacity enhancements to allow for increased wastewater discharge for development projects within that same corridor.

### Primary Strategic Plan Theme/Goals:

#### Safe City

SC2 – Provide safe, sufficient, and reliable drinking water, sewage and solid waste disposal and drainage system.

### Master Planning Reports

2000 – Sanitary Sewer Collection Master Plan – Malcolm Pirnie

2001 – Wastewater Treatment Master Plan – Malcolm Pirnie

2002 – Route 23N Sanitary Sewer Improvements – Burgess & Niple

2007 – Airport Industrial Park Sewer and Water Master Plan – Burgess & Niple

**CAPITAL IMPROVEMENT PROGRAM  
SEWER FUND CAPACITY PROJECTS  
2016 - 2020**

|                                                       | 2016      | 2017      | 2018      | 2019      | 2020      |
|-------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| <b>BALANCES FORWARD</b>                               | 2,060,620 | 2,176,421 | 1,209,617 | 1,445,764 | 1,381,910 |
| <b>REVENUES:</b>                                      |           |           |           |           |           |
| Sewer Capacity Fees                                   | 1,150,000 | 1,150,000 | 1,150,000 | 1,150,000 | 1,150,000 |
| SE Highland Sewer ERU Fees                            | 200,000   | 200,000   | 200,000   | 200,000   | 200,000   |
| Sewer Maintenance Transfer (pg. 18)                   | 0         | 0         | 0         | 0         | 0         |
| Sewer Fees Transfer - 2007,2008,2009                  | 2,057,882 | 2,099,039 | 2,099,039 | 2,099,039 | 2,141,020 |
| <b>TOTAL REVENUES</b>                                 | 3,407,882 | 3,449,039 | 3,449,039 | 3,449,039 | 3,491,020 |
| <b>EXPENDITURES:</b>                                  |           |           |           |           |           |
| <b>DEBT SERVICE</b>                                   |           |           |           |           |           |
| Land Armstrong Rd. (\$2,915,000 10 yrs. 1.49%, 2022)  | 325,250   | 327,350   | 324,400   | 324,400   | 324,400   |
| 23 North Sewer (\$1,000,000, 25 yrs, 4.51%), 2031     | 68,748    | 67,260    | 67,260    | 67,260    | 67,260    |
| SE Highland Sewer (\$15,000,000, 25 yrs, 4.49%, 2037) | 997,621   | 995,771   | 995,771   | 995,771   | 995,771   |
| SE Highland Sewer (\$2,750,000, 20 yrs, 3.59%, 2026)  | 196,133   | 196,133   | 196,133   | 196,133   | 196,133   |
| Plant Expansion (\$20,882,000, 20 yrs, 3.59%, 2026)   | 1,489,329 | 1,489,329 | 1,489,329 | 1,489,329 | 1,489,329 |
| <b>TOTAL DEBT SERVICE</b>                             | 3,077,081 | 3,075,843 | 3,072,893 | 3,072,893 | 3,072,893 |
| <b>COLLECTION CAPACITY PROJECTS</b>                   |           |           |           |           |           |
| Warrensburg Road Sewer Extension                      |           |           |           | 300,000   |           |
| Sewer Oversizing/Extension                            | 150,000   | 1,275,000 | 75,000    | 75,000    | 75,000    |
| Reimbursement for Cherry St. Maint. Facility          | 65,000    | 65,000    | 65,000    | 65,000    | 65,000    |
| <b>TOTAL SEWER CAPACITY PROJECTS</b>                  | 215,000   | 1,340,000 | 140,000   | 440,000   | 140,000   |
| <b>ENDING FUND BALANCE</b>                            | 2,176,421 | 1,209,617 | 1,445,764 | 1,381,910 | 1,660,037 |

## **SEWER MAINTENANCE FUND**

### Description:

Funds for the sewer maintenance revenues are generated from the City's monthly sewer rates and are used to pay the sewer maintenance debt for sanitary sewer rehabilitation and replacement projects. The yearly debt to be paid is approximately \$158,992. Additional sewer maintenance funds are then used to fund projects at the wastewater treatment plant and in the sewer collection system.

The City's sanitary sewer collection system consists of approximately 170 miles of sewer pipe and over 3,200 manholes. The system has 16 major trunk sewers 15-inch or larger serving as the backbone of the collection system. The majority of the pipes within the system are concrete, vitrified clay pipe or plastic (polyvinyl chloride) with the manholes composed of brick or concrete. The sizes of sanitary sewer pipe range in sizes between 8" and 66" in diameter. Included in the collection system is the operation and maintenance of 12 sanitary pump stations throughout the City's service area.

Sewer maintenance projects completed in 2015 include the final design of the aeration system improvements at the wastewater plant for the replacement and rehabilitation of the aeration blowers at the plant. The City will also complete the sliplining and grouting of approximately 6,000 feet of sanitary sewer pipe for the reduction of inflow and infiltration.

The 2016 CIP include the purchase and installation of the new aeration system equipment at the wastewater plant including two new direct drive blowers for improved oxygen transfer and energy efficiency. Additional projects include the design of a new tertiary treatment process at the wastewater plant and the annual sanitary sewer slipling and grouting program.

### Primary Strategic Plan Theme/Goals

Safe City

SC2 – Provide safe, sufficient, and reliable drinking water, sewage and solid waste disposal and drainage system.

### Master Planning Reports

2000 – Sanitary Sewer Collection Master Plan – Malcolm Pirnie

2001 – Wastewater Treatment Master Plan – Malcolm Pirnie

2010 – Inflow & Infiltration Study – CDM

2015 – Sewer Collection System Smoke Testing Report – K.E. McCartney

2015 – Sanitary Sewer Collection System Flow Monitoring Analysis – K.E. McCartney

**CAPITAL IMPROVEMENT PROGRAM  
SEWER FUND MAINTENANCE PROJECTS  
2016 - 2020**

|                                                        | 2016             | 2017             | 2018             | 2019             | 2020             |
|--------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| <b>BALANCES FORWARD</b>                                | <b>3,276,226</b> | <b>1,376,482</b> | <b>1,159,022</b> | <b>1,859,393</b> | <b>2,793,151</b> |
| <b>REVENUES:</b>                                       |                  |                  |                  |                  |                  |
| Transfer from Sewer Fund                               | 1,364,247        | 1,391,532        | 1,419,363        | 1,447,750        | 1,476,705        |
| <b>TOTAL REVENUES</b>                                  | <b>1,364,247</b> | <b>1,391,532</b> | <b>1,419,363</b> | <b>1,447,750</b> | <b>1,476,705</b> |
| <b>EXPENDITURES:</b>                                   |                  |                  |                  |                  |                  |
| <b>DEBT SERVICE</b>                                    |                  |                  |                  |                  |                  |
| Plant Rehabilitation (\$2,230,000 20 yrs. 3.59%, 2026) | 158,992          | 158,992          | 158,992          | 158,992          | 158,992          |
| <b>TOTAL DEBT SERVICE</b>                              | <b>158,992</b>   | <b>158,992</b>   | <b>158,992</b>   | <b>158,992</b>   | <b>158,992</b>   |
| <b>WASTEWATER SYSTEM IMPROVEMENTS</b>                  |                  |                  |                  |                  |                  |
| Automated Meter Reading System                         | 1,200,000        |                  |                  |                  |                  |
| <b>WASTEWATER TREATMENT PROJECTS</b>                   |                  |                  |                  |                  |                  |
| Tertiary Filtration System                             | 100,000          | 1,100,000        |                  |                  |                  |
| Plant Maintenance                                      | 90,000           | 90,000           | 90,000           | 90,000           | 90,000           |
| Aeration System Blower Replacement                     | 1,350,000        |                  |                  |                  |                  |
| <b>WASTEWATER COLLECTION PROJECTS</b>                  |                  |                  |                  |                  |                  |
| Inflow/Infiltration Remediation                        | 175,000          | 175,000          | 175,000          | 175,000          | 175,000          |
| Hayes Colony Sewer Rehab                               |                  |                  | 175,000          |                  |                  |
| Pump Station Repair/Upgrade                            | 75,000           |                  |                  |                  | 25,000           |
| Equipment Replacement                                  | 115,000          | 85,000           | 120,000          | 90,000           | 0                |
| <b>TOTAL SEWER REPAIR/MAINTENANCE</b>                  | <b>3,263,992</b> | <b>1,608,992</b> | <b>718,992</b>   | <b>513,992</b>   | <b>603,992</b>   |
| <b>ENDING FUND BALANCE</b>                             | <b>1,376,482</b> | <b>1,159,022</b> | <b>1,859,393</b> | <b>2,793,151</b> | <b>3,665,865</b> |

## **STORM WATER FUND**

### Description:

The funding for the City's Storm Water Utility CIP is dedicated revenue funding for the maintenance, operation and expansion of the City's storm water system. The fund collects approximately \$400,000 annually based on a \$2.50 per month E.R.U. fee for property owners. The City of Delaware is required by OEPA to implement our storm water MS4 permit best management practices for the reduction and treatment of storm water prior to discharge into the Olentangy River.

The City has approximately 150 miles of 6" to 48" storm water lines and 1,500 catch basins to maintain. Included in the system are 70 storm water detention basins. The City provides hydraulic maintenance to approximately 50 of these basins on an as needed basis.

Storm water projects that will be completed in 2015 include phase one of the Bernard Avenue corridor project. Phase one will be the lining and rehabilitation of the existing storm water main from South Sandusky Street to Route 23 through the OWU campus. Phase two construction will be in 2016 from South Sandusky Street to South Liberty Street. The City will also complete the storm water improvements at Blue Limestone Park in 2015. This project is funded in part from an OEPA 319 grant and will include pervious concrete pavement and bio-retention areas for improved treatment of storm water runoff.

The 2016 CIP includes funding for the design and construction of storm water improvements to an open storm water ditch in the rear yards along Dogwood Drive. The current ditch sides slopes have worsen over the past several years from erosion and are now dangerous to maintain.

A potential future CIP project will be to a fund a Storm Water Utility Evaluation Report to review and evaluate the City's current storm water fees and recommend financial incentives to promote improvements of storm water controls at new and existing residential and commercial properties.

### Primary Strategic Plan Theme/Goals

#### Safe City

SC2 – Provide safe, sufficient, and reliable drinking water, sewage and solid waste disposal and drainage system.

### Master Planning Reports

1990 – Storm Sewer Report Update – Burgess & Niple

1998 – Storm Sewer Task Force Report/Recommendations

2007 – Storm Sewer Report Update – URS

2012 – Storm Sewer Report Update – Burgess & Niple

**CAPITAL IMPROVEMENT PLAN  
STORM SEWER FUND  
2016 - 2020**

|                                          | 2016             | 2017           | 2018           | 2019           | 2020           |
|------------------------------------------|------------------|----------------|----------------|----------------|----------------|
| <b>BALANCES FORWARD</b>                  | 699,585          | 1,285          | 89,819         | 324            | 102,938        |
| <b>REVENUES:</b>                         |                  |                |                |                |                |
| Storm Sewer Fees                         | 341,700          | 348,534        | 355,505        | 362,615        | 369,867        |
| <b>TOTAL REVENUE</b>                     | <b>341,700</b>   | <b>348,534</b> | <b>355,505</b> | <b>362,615</b> | <b>369,867</b> |
| <b>EXPENDITURES:</b>                     |                  |                |                |                |                |
| Storm Sewer Repair                       | 75,000           | 75,000         | 75,000         | 75,000         | 75,000         |
| Storm Water I&I Remediation              |                  | 110,000        |                | 125,000        |                |
| Bernard Avenue (Sandusky to Liberty St.) | 700,000          |                |                |                |                |
| Vernon Ave.                              |                  |                |                |                | 90,000         |
| Birch Terrace                            |                  |                | 280,000        |                |                |
| Chamberlain/Channing St.                 |                  |                |                |                | 300,000        |
| Dogwood Drive                            | 175,000          |                |                |                |                |
| Equipment Replacement                    | 90,000           | 75,000         | 90,000         | 60,000         |                |
| <b>TOTAL EXPENDITURES</b>                | <b>1,040,000</b> | <b>260,000</b> | <b>445,000</b> | <b>260,000</b> | <b>465,000</b> |
| <b>ENDING FUND BALANCE</b>               | <b>1,285</b>     | <b>89,819</b>  | <b>324</b>     | <b>102,938</b> | <b>7,806</b>   |

**CAPITAL IMPROVEMENT PLAN  
EQUIPMENT REPLACEMENT FUND  
2016 - 2020**

|                                         | 2016           | 2017           | 2018           | 2019           | 2020     |
|-----------------------------------------|----------------|----------------|----------------|----------------|----------|
| <b>REVENUES:</b>                        |                |                |                |                |          |
| Water Fund Allocation                   | 115,000        | 105,000        | 30,000         | 30,000         |          |
| Sewer Fund Allocation                   | 115,000        | 85,000         | 120,000        | 90,000         |          |
| Storm Sewer Fund Allocation             | 90,000         | 75,000         | 90,000         | 60,000         |          |
| <b>TOTAL REVENUE</b>                    | <b>320,000</b> | <b>265,000</b> | <b>240,000</b> | <b>180,000</b> | <b>0</b> |
| <b>EXPENDITURES:</b>                    |                |                |                |                |          |
| Tandem Axle Dump Truck                  |                | 135,000        |                |                |          |
| Single Axle Dump Truck                  |                |                |                |                |          |
| Mini Excavator                          | 150,000        |                |                |                |          |
| Concrete Truck                          | 120,000        |                |                |                |          |
| Sewer Camera Truck                      |                |                | 180,000        |                |          |
| Sewer Camera Trailer                    |                |                |                |                |          |
| Backhoe                                 |                |                |                | 120,000        |          |
| Sewer Vacuum Truck                      |                |                |                |                |          |
| One-ton Truck - Sewer                   |                | 40,000         |                |                |          |
| Utility Truck - Water                   |                | 60,000         |                |                |          |
| Pickup Truck - Water                    | 25,000         |                | 30,000         | 30,000         |          |
| Pickup Truck - Sewer                    | 25,000         |                | 30,000         | 30,000         |          |
| Pickup Truck - Storm Sewer              |                | 30,000         |                |                |          |
|                                         |                |                |                |                |          |
| <b>TOTAL PUBLIC UTILITIES EQUIPMENT</b> | <b>320,000</b> | <b>265,000</b> | <b>240,000</b> | <b>180,000</b> | <b>0</b> |

## **REFUSE FUND**

### **Description:**

Refuse fees are utilized primarily for supporting the daily operation the solid waste division of Public Works Department. The city currently provides weekly residential and commercial refuse collection service and recycling service for fiber (newspaper and cardboard) and mixed materials (glass, plastic and aluminum). The city also provides seasonal yard waste collection for eight months of the year. In 2014, the city collected over 14,600 tons of refuse and 3063 tons of recyclable materials which combined would fill a football field with a pile of waste over three and a half stories tall.

The refuse collection operation grows steadily with the growth of the community. The current fleet consists of six "Lodal" side load residential service vehicles, three commercial rear load trucks, and five recycling vehicles. These vehicles are replaced at the end of their respective service life averaging 7-8 years per vehicle. The integration of the residential tipcart "Toter" system in 2001 allows the city to continue to provide the very high level of service to community residents and businesses while maintaining low collection rates. Both operations and rates are periodically reviewed and adjusted to continue the efficient refuse service offered the community.

The current refuse operation is dependent on the existence of the County owned and operated solid waste transfer station located directly north of the city on US42. All residential and commercial waste is delivered to this location. Potential changes to this operation are being closely monitored as the city's operational efficiency or the refuse operation is tied directly to the availability of the local transfer station. Short term contingency plans have been developed this year for a proposed temporary closure of the station for required repairs and improvements.

The city also manages two closed landfills at Cherry Street and Curve Road. Improvements have been completed at both to control leachate breakouts from entering area waterways and drainage systems. The Curve Road property has been specifically challenging in managing the high volume of collected leachate. Currently, the City transports accumulated leachate by truck from the 20,000 gallon underground storage tank at Curve Road to the City Wastewater Treatment Plant for disposal. This year, the leachate collection system is being modified by installing a gravity sewer line to direct leachate to an existing sanitary sewer line located approximately 1,750 feet north of the landfill. With this system in place, the Public Works Department will be able to cease the leachate hauling operation and the associated costs estimated to be \$100,000 per year.

A design-build contract is currently being prepared with the goal of issuing a contract in the fall for the construction of a 27,000 SF combined recycling

processing and vehicle cold storage facility. Originally, two separate buildings to house the operations were considered however site restrictions concerning buildable footprint area necessitate a single building be constructed positioned toward the northeast corner of the Public Works facility property. The CIP includes expenditures for the construction of both facilities.

Strategic Plan Theme/Goals

Safe City

SC2 – Provide safe and reliable drinking water, sewage and solid waste disposal and drainage systems.

Master Planning Efforts

2014 - Refuse Collection Transfer Facility Contingency Plan

2015 - Recycling Service Agreement with Sims Recycling

2015 – Construction of new Refuse Cold Storage Building

2015 – City/County Task Force on Future of Transfer Station

2016 - Construction of new Recycling Center

**CAPITAL IMPROVEMENT PLAN  
REFUSE FUND  
2016 - 2020**

|                                                  | 2016    | 2017    | 2018    | 2019    | 2020    |
|--------------------------------------------------|---------|---------|---------|---------|---------|
| <b>BALANCES FORWARD</b>                          | 250,364 | 128,215 | 111,631 | 261,702 | 178,979 |
| <b>REVENUES:</b>                                 |         |         |         |         |         |
| Refuse Fees                                      | 535,500 | 546,210 | 557,134 | 568,277 | 579,642 |
| <b>TOTAL REVENUE</b>                             | 535,500 | 546,210 | 557,134 | 568,277 | 579,642 |
| <b>EXPENDITURES:</b>                             |         |         |         |         |         |
| <b>Debt Service</b>                              |         |         |         |         |         |
| Curve Rd. Leachate Collection (\$475,000 10rs.)  | 57,338  | 0       | 0       | 0       | 0       |
| <b>Building Improvements</b>                     |         |         |         |         |         |
| Refuse Equipment Storage Bldg 14400 sq. ft.      |         | 43,983  |         |         |         |
| Recycling Processing Bldg. 7200 sq. ft.          | 252,000 |         |         |         |         |
| <b>Equipment</b>                                 |         |         |         |         |         |
| Rear Load 20-Yard Packer - Commercial            |         | 162,000 | 167,000 | 172,000 |         |
| Side Load Lease Payments (2 units. 5 yrs., 2.5%) | 80,311  | 80,311  | 20,063  |         |         |
| Side Load Truck                                  |         | 213,500 | 220,000 | 227,000 | 233,000 |
| Recycling Vehicle - Recycling                    | 233,000 |         |         | 252,000 | 260,000 |
| 1 Ton Dump w/liftgate                            |         | 63,000  |         |         |         |
| Recycling Compactor                              | 35,000  |         |         |         |         |
| <b>TOTAL EXPENDITURES</b>                        | 657,649 | 562,794 | 407,063 | 651,000 | 493,000 |
| <b>ENDING FUND BALANCE</b>                       | 128,215 | 111,631 | 261,702 | 178,979 | 265,622 |



## FACT SHEET

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AGENDA ITEM NO: 11

DATE: 9/14/15

ORDINANCE NO: 15-88

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jessica Feller, HR Manager

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AMENDING ORDINANCE NO. 15-57 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT/SEASONAL EMPLOYEES OF THE CITY OF DELAWARE.

**BACKGROUND:**

The Fair Labor Standards Act (FLSA) provides an exemption for employees engaged in fire protection that calculates overtime based on a “work period” basis vs. the standard of 40 hours per week. According to U.S. Department of Labor Wage and Hour Division Fact Sheet #8, overtime is required for hours worked in excess of 212 over a 28 day period. This amendment to the pay plan matches the requirements of the FLSA.

Under the Affordable Care Act the City must keep part-time employees under 1500 hours in a calendar year.

**REASON WHY LEGISLATION IS NEEDED:**

The changes included in this legislation are needed to begin hiring permanent part-time firefighters. Staff is seeking to hire staff prior to the end of the year, making this ordinance necessary.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

This legislation adds an increase for permanent part-time firefighters who work a holiday. The change in overtime calculation reflects the fact that part-time firefighters will be working a 24 hour shift, and therefore fall under the FLSA 7(k) exemption detailed above. This will save the city overtime expense.

**POLICY CHANGES:**

**PRESENTER(S):**

Darren Shulman, City Attorney

**RECOMMENDATION:**

Approval at second reading

**ATTACHMENT(S)**

N/A

ORDINANCE NO. 15-88

AN ORDINANCE AMENDING ORDINANCE NO. 15-57 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT, AND SEASONAL EMPLOYEES OF THE CITY OF DELAWARE.

WHEREAS, the City hires various part-time, intermittent/seasonal employees that can be divided into two classifications, to wit: permanent part-time and intermittent seasonal, and

WHEREAS, Section 155.09, Appointment Status, of the Codified Ordinances of the City of Delaware defines part-time employment, and Ordinance No. 15-57 established pay and benefits for various part-time employees of the City, and

WHEREAS, it is necessary to clarify the wages and benefits for each classification of part-time and intermittent/seasonal employees.

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

SECTION 1. Ordinance No. 15-57 is hereby amended to read as follows:

A. Effective June 22, 2015 permanent part-time employees shall receive the following wages and benefits:

1. Wages. Permanent part-time employees shall be paid on an hourly basis in accordance with the following table:

| <b>PAY GRADE</b> | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> |
|------------------|---------------|---------------|---------------|---------------|---------------|
| PT 1             | 8.54          | 8.85          | 9.22          | 9.41          | 9.60          |
| PT 2             | 12.88         | 13.38         | 13.93         | 14.49         | 15.05         |
| PT 3             | 13.54         | 14.08         | 14.61         | 15.24         | 15.84         |
| PT 4             | 15.60         | 16.23         | 16.88         | 17.55         | 18.25         |
| PT 5             | 18.07         | 18.63         | 19.21         | 19.81         | 20.39         |

**PAY GRADE**

PT 1  
PT 2  
PT 3

**POSITION**

Facility Maintenance Technician I  
Support Services Aide  
Facility Maintenance Technician II  
Clerical Specialist, Records Clerk,  
Laborer, Front Counter Clerk, Help  
Desk Technician

PT 4  
PT 5

Investigator/Diversion Manager,  
PPT Code Enforcement Officer

2. Benefits. Benefits for permanent part-time are as follows:
  - (a) Employees will accrue Universal Leave on a prorated basis of 4.6 hours for every eighty hours worked in a pay period.
  - (b) Employees are eligible for holiday pay if they work a major holiday which includes the following: Christmas, Labor Day, Memorial Day, July 4, New Year's Day and Thanksgiving. Holiday Pay is defined as one and one half times the employee's regular hourly rate.
  - (c) Overtime shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 40 hours in any work week shall be compensated for a rate of time and one half.
  - (d) The employee shall be responsible for payment of the employee contribution for the State of Ohio Retirement System.
  - (e) Upon termination of employment with the City employees will not receive pay-out for any leave accumulated.
  - (f) If an employee becomes full time with the City, any accumulated Universal Leave will be added to the employee's sick leave balance.

B. Effective January 1, 2014 permanent part-time firefighters shall be paid on an hourly basis in accordance with the following table:

| PAY GRADE | POSITION              | WAGE       |
|-----------|-----------------------|------------|
| PTFF1     | Firefighter/EMT       | 12.00/hour |
| PTFF2     | Firefighter/Paramedic | 14.00/hour |

1. Benefits. Benefits for permanent part-time firefighters are as follows:
  - (a) The City will provide \$10,000 of life insurance
  - (b) Overtime shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 40 **2 12** hours in any ~~work~~ **28 DAY PAY CYCLE** shall be compensated for a

rate of time and one half.

- (c) The employee will be responsible for payment of the employee contribution to their pension system.
- (D) EMPLOYEES ARE ELIGIBLE FOR HOLIDAY PAY IF THEY WORK A MAJOR HOLIDAY WHICH INCLUDES THE FOLLOWING: CHRISTMAS, LABOR DAY, MEMORIAL DAY, JULY 4, NEW YEAR'S DAY AND THANKSGIVING. HOLIDAY PAY IS DEFINED AS ONE AND ONE HALF TIMES THE EMPLOYEE'S REGULAR HOURLY RATE.**
- (E) PERMANENT PART-TIME FIREFIGHTERS MAY NOT EXCEED 1500 HOURS WORKED IN A CALENDAR YEAR.**

C. Effective December 31, 2014, intermittent part-time/seasonal employees shall receive the following wages and benefits:

- 1. Wages. Intermittent part-time/seasonal employees shall be paid on an hourly basis in accordance with the following table:

| <b>PAY GRADE</b> | <b>POSITION</b>                            | <b>WAGE</b>           |
|------------------|--------------------------------------------|-----------------------|
| SL 1             | Cashier I                                  | <b>8.10</b> 7.95/hour |
| SL 2             | Cashier II,                                | 8.40/hour             |
| SL 3             | Cashier III                                | 8.90/hour             |
| SL 4             | Laborer I, Intern I,                       | 9.27/hour             |
| SL 5             | Laborer II                                 | 10.30/hour            |
| SL 6             | Intern II, Clubhouse Manager , Laborer III | 11.33/hour            |
| SL 7             | Laborer IV                                 | \$12.36/hour          |
| SL8              | Intern III                                 | \$13.39/hour          |
| SL9              | Intern IV, Cemetery Office Manager         | \$14.42/hour          |

For intermittent/seasonal positions not listed above, the wages shall be the entry-level pay rate reflected in the applicable pay plan for the equivalent permanent full-time position or a pay rate established by the City Manager.

2. Benefits. Intermittent /seasonal employees are not eligible for benefits, except the following:

(a) The employee shall be responsible for payment of the employee contribution for the State of Ohio Retirement System.

SECTION 2. Existing Ordinance No. 15-57 is hereby repealed.

SECTION 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:

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

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

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

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

\_\_\_\_\_  
MAYOR



## FACT SHEET

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AGENDA ITEM NO: 12

DATE: 9/14/15

ORDINANCE NO: 15-89

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: No

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: William L. Ferrigno, P.E., Director of Public Works/City Engineer

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### **TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO ESTABLISH FUNDING FOR MATERIAL UPGRADES AT THE CSX RAIL CROSSINGS OF LONDON ROAD AND PENNSYLVANIA AVENUE, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CSX AS REQUIRED, AND DECLARING AN EMERGENCY.

### **BACKGROUND:**

CSX Railroad has finalized plans to replace rail through the City of Delaware, with construction starting this fall. They plan to arrive at the Pennsylvania Avenue crossing in October, Park Avenue late October, and London Road in November of this year. The last time these three crossings were repaired was in 2009. The West William Crossing was previously rehabilitated in 2014. CSX will upgrade the crossing materials utilized (surrounding the rails) from asphalt to rubber blocks if the City reimburses for the cost of the upgrade. The upgrade provides improved longevity and smoothness to the crossing.

### **UPDATE**

CSX last completed improvements at the London Rd and Pennsylvania Ave. rail crossings in 2009. Improvements then consisted of rails, ties and ballast leveling, along with asphalt overlay to raise pavement grade to new rail line profile. The second reading of ordinance 15-89 will appear on the 9/14 agenda for consideration. I've noted the information above in the fact sheet as well as indicated that the priority improvement would be participation in the London

Road crossing. Without participation on one or both crossings, CSX will complete repairs similar to their work in 2009.

**REASON WHY LEGISLATION IS NEEDED:**

The proposed expenditure was deleted from the initial proposed 2015 budget. If the City wishes to upgrade the crossings, the upgrades have to occur during CSX's planned project this fall. Otherwise, asphalt will be put back in abutting the rails at no cost to the City. It is not practical to upgrade the materials at any other time outside of CSX's schedule for their project.

**COMMITTEE RECOMMENDATION:**

Approval by Public Works & Utilities Committee 9/1/15

**FISCAL IMPACT(S):**

The proposed expenditure of \$80,000 can be broken down as \$50,000 for the rubber material upgrade and \$30,000 for concrete approach and perimeter asphalt restoration work to be performed by city Public Works crews. The cost estimate for rubber material upgrades is still subject to change pending CSX final estimating. The amount can be reduced by limiting City involvement to a single crossing which would reduce the cost by 50%. A reduction in the amount of pavement reconstruction adjacent to the tracks would also reduce the required expenditure. Staff recommends the London Road crossing be prioritized over the Pennsylvania crossing as it carries significantly more traffic with a lot of trucks. The expenditure was not budgeted; however, the upgrades are expected to perform many years beyond traditional asphalt repair. Maintaining a smooth crossing reduces the risk of property damage to cars and also reduces noise pollution from loads rattling within trucks.

|                                                     |               |
|-----------------------------------------------------|---------------|
| \$80,000 Transfer from General Fund to SMR Fund     | 101.0032.5703 |
| \$50,000 Transfer from SMR Fund to Prof Services    | 200.2020.5230 |
| \$30,000 Transfer from SMR Fund to Operating Supply | 200.2020.5330 |

**POLICY CHANGES:**

None

**PRESENTER(S):**

William L. Ferrigno, P.E., Director of Public Works/City Engineer

**RECOMMENDATION:**

Approval at Second Reading

**ATTACHMENT(S)**

None

ORDINANCE NO. 15-89

AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO ESTABLISH FUNDING FOR MATERIAL UPGRADES AT THE CSX RAIL CROSSINGS OF LONDON ROAD AND PENNSYLVANIA AVENUE, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CSX AS REQUIRED, AND DECLARING AN EMERGENCY.

WHEREAS, the CSX Railroad is planning a rail replacement project through the City of Delaware in 2015, and

WHEREAS, the cost to upgrade City roadway crossings in this project from asphalt to rubber blocks must be reimbursed to CSX and was not budgeted, and

WHEREAS, a supplemental appropriation will be necessary to upgrade the crossings this year in tandem with CSX's project.

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

SECTION 1. That there is hereby appropriated from the unencumbered balance of the General Fund \$80,000 increasing the following account:

101.0032.5703    Transfer to SMR Fund    \$80,000

SECTION 2. That there is hereby appropriated from the unencumbered balance of the SMR Fund \$80,000 increasing the following accounts:

200.2020.5230    Professional Services    \$50,000  
200.2020.5330    Operating Supply        \$30,000

SECTION 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

SECTION 4. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City and for the further reason to provide for the timely review of development plans and for the continued

utilization of construction inspection services, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

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

VOTE ON EMERGENCY CLAUSE:

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

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

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

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

\_\_\_\_\_  
MAYOR



## FACT SHEET

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AGENDA ITEM NO: 13

DATE: 9/14/15

ORDINANCE NO: 15-91

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Bill Ferrigno, Public Works Director/City Engineer

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE ESTABLISHING AN ASSESSMENT FOR THE IMPROVEMENT OF PUBLIC STREETS AND EASEMENTS LOCATED AT THE RAIL CROSSING ACROSS PITTSBURGH DRIVE AND PROVIDING ALL NECESSARY APPURTENANCES THERETO.

**BACKGROUND:**

Sam Dong and International Paper currently utilize two rail sidings that cross Pittsburgh Dr. for materials shipments. Both companies have been responsible for the part of the siding for which they own which is the rails and area between the rails. As conditions of the sidings have declined they have maintained, but ultimately, the design of the sidings is not conducive to the increased Pittsburgh Dr. traffic, therefore the life expectancy of the crossings has declined much more rapidly between these periods of maintenance. These siding crossings impact all businesses on Pittsburgh Dr.

**REASON WHY LEGISLATION IS NEEDED:**

The City desires a safer and more durable rail crossing for the shared rail siding jointly owned by Sam Dong and International Paper across Pittsburgh Dr. The condition of the existing crossing has deteriorated beyond its useful life expectancy. Therefore, the City has committed up to \$125,000 towards funding rail crossing improvements utilizing capital funds as well as Community Development Block Grant (CDBG) funds.

The ability to assess the parcels owned by Sam Dong and International Paper will allow the City to ensure that it is clear that perpetual maintenance of the portion of the rail siding that is the responsibility of both companies.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Bill Ferrigno, Public Works Director/City Engineer

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

N/A

ORDINANCE NO. 15-91

AN ORDINANCE ESTABLISHING AN ASSESSMENT FOR THE IMPROVEMENT OF PUBLIC STREETS AND EASEMENTS LOCATED AT THE RAIL CROSSING ACROSS PITTSBURGH DRIVE AND PROVIDING ALL NECESSARY APPURTENANCES THERETO.

WHEREAS, the rail crossings for the rail siding owned by Sam Dong and International Paper that crosses Pittsburgh Drive has deteriorated beyond the level the City desires; and

WHEREAS, the rails are privately owned, but cross public right of way; and

WHEREAS, the City has committed up to \$125,000 consisting of capital funds and Community Development Block Grant funds towards reconstructing the pavement approaches up to the current rail crossing on both sides; and

WHEREAS, upon completion of the reconstruction described above, Sam Dong and International Paper (or successor adjoining property owners) will be responsible for maintaining the base, base drainage, rail crossing lines, and pavement between the rail crossing lines to the same standards and type of material as used in the City's reconstruction project; and

WHEREAS, each property will receive half of the benefit that results from the improvement and any future maintenance.

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

SECTION 1. It is determined necessary to proceed with the improvement of constructing to the rail crossing at Pittsburgh Drive using City Funds. Upon completion of the improvement, Sam Dong and International Paper must maintain the base, base drainage, rail crossing lines, and pavement between the rail crossing lines to the standards defined in the approved engineering plans and specifications.

SECTION 2. If the required work is not completed within 90 days of notification by the City or within a reasonable amount of time agreed upon by the city and the responsible private company, the City may, at its option, complete the repairs and assess the property for the full cost of the repair as permitted by Ohio Revised Code Section 727.01. In this case, Sam Dong and International Paper (or successor owners) each will be assessed the actual cost of the repairs. If both crossings need repairs, the assessment shall be placed on the following lots:

50%: Lots 419210060008000 & 419210060007000  
50%: Lot 41921006006000

SECTION 3. In the event an assessment is placed on the lots, the Clerk of Council shall deliver a certified copy of this Ordinance to the County Auditor of Delaware County, Ohio within 15 days.

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.

VOTE ON RULES SUSPENSION:

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

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

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

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

\_\_\_\_\_  
MAYOR



## FACT SHEET

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AGENDA ITEM NO: 14

DATE: 9/14/15

ORDINANCE NO: 15-93

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR REDWOOD ACQUISITIONS LLC, FOR THE PRESERVE AT QUAIL PASS PHASE 2 FOR 141 SINGLE STORY APARTMENTS ON 22.35 ACRES ZONED M-1 PMU (LIGHT MANUFACTURING DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE SOUTH SIDE OF MILL RUN CROSSING BETWEEN THE CITY WETLAND PARK AND GLENN ROAD.

**BACKGROUND:**

In February 2013, City Council approved a Rezoning (Ordinance 13-01) to amend the Planned Mixed Use District (PMU) and a Preliminary Development Plan (Ordinance 13-02) to allow 340 single story apartment units on 55.826 acres for a density of 6.1 units per acre. Then in July 2013, City Council approved a Final Development Plan (Ordinance 13-54) for Phase 1 which consisted of 94 apartment units on 15.7 acres. Phase 1 is almost built out and now the developer is requesting Final Development Plan approval for Phase 2 which consists of 141 apartment units on 22.35 acres. The remaining 105 apartment units on 20.77 acres would likely be constructed in Phase 3.

Phase 2 of the proposed development would consist of 141 apartments on 22.35 acres that would include 28 apartment buildings (all 2 bedrooms with 2 car garages) which range from 4 to 6 unit buildings. The proposed elevations are compatible with the design standards of the PMU (Planned Mixed Use) District Overlay text and the existing buildings. This phase would be located on the eastern portion of the site just east of Phase 1 and north of the Moody

Ditch. Access to this phase would be on Mill Run Crossing from the existing roundabout and the full movement curb cut just east of the roundabout. A large community open space (approximately 1 acre) is located just east of Pin Oak Place in the central portion of this Phase and would be programmed with a gazebo, grill and benches to serve as a gathering space. The active open space would be connected by a network of pedestrian pathways that connects to the wider public pedestrian network surrounding the site. One retention pond located on the southern portion of the site and two bio-retention basins would be located in this Phase. In addition, approximately 28 visitor parking spaces would be scattered throughout Phase 2 to supplement the 282 enclosed garage parking spaces and 282 driveway parking spaces for a total of 592 parking spaces.

The existing mound along Mill Run Crossing in Phase 1 would be extended in Phase 2 to the eastern property line and would match the height and plant material of the current mounding. Private street trees would be installed along all the streets to soften the streetscape along with two bio-retention basins would be planted with species to emulate the Wetlands Park just west of the site. Also, trees, shrubs, perennials and grasses would be scattered throughout perimeter buffering and open spaces to provide an aesthetically pleasing environment. In addition, typical foundation plantings for each building are provided with trees, shrubs and perennials/ornamental grasses. The lighting plan would have to achieve compliance with the zoning code.

**REASON WHY LEGISLATION IS NEEDED:**

N/A

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on September 2, 2015.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

Staff Report

ORDINANCE NO. 15-93

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR REDWOOD ACQUISITIONS LLC, FOR THE PRESERVE AT QUAIL PASS PHASE 2 FOR 141 SINGLE STORY APARTMENTS ON 22.35 ACRES ZONED M-1 PMU (LIGHT MANUFACTURING DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE SOUTH SIDE OF MILL RUN CROSSING BETWEEN THE CITY WETLAND PARK AND GLENN ROAD.

WHEREAS, the Planning Commission at its meeting of September 2, 2015, recommended approval of a Final Development Plan for Redwood Acquisitions LLC, for the Preserve at Quail Pass Phase 2 for 141 single story apartments on 22.35 acres zoned M-1 PMU (Light Manufacturing District with a Planned Mixed Use Overlay District) located on the south side of Mill Run Crossing between the City Wetland Park and Glenn Road (2015-1305), and

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

Section 1. That the Final Development Plan for Redwood Acquisitions LLC, for the Preserve at Quail Pass Phase 2 for 141 single story apartments on 22.35 acres zoned M-1 PMU (Light Manufacturing District with a Planned Mixed Use Overlay District) located on the south side of Mill Run Crossing between the City Wetland Park and Glenn Road, 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. The Final Development Plan shall not advance to City Council until the applicant has supplied to the satisfaction of Engineering Services plans and specifications for geometric revisions, truck turning movements, sanitary, storm water and water models.
2. The full movement curb cut east of the roundabout shall be dedicated for construction traffic only.
3. The Applicant shall submit all building elevations along with material and color samples for all building materials for staff review and approval prior to building permit approval.
4. A lighting plan shall be submitted and achieve compliance with zoning code and be approved by the Chief Building Official. The lighting plan shall include street lights, building lights and open space lights to match

- Phase 1. The lighting plan shall be submitted, reviewed and approved prior to issuance of any construction drawings.
5. The landscape plan shall be submitted, reviewed and approved by the Shade Tree Commission.
  6. The open space shall be programmed with a gazebo, grill and benches.
  7. The development shall comply with all fire department truck access requirements.
  8. The developer shall be allowed to utilize tip cart service for refuse collection instead of dumpsters.
  9. The development shall participate in the Delaware North New Community Authority and shall execute the required documents prior to the issuance of any building permits.
  10. Building 47 shall achieve compliance with any storm water setback requirements from Moody Ditch.
  11. The existing mound along Mill Run Crossing in Phase 1 shall be extended in Phase 2 to the eastern property line and shall at a minimum match the height and plant material of the current mounding.
  12. A tree survey shall be required for the subject Phase and any tree removal.

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



## PLANNING COMMISSION / STAFF REPORT

CASE NUMBERS: 2015-1305

REQUEST: Final Development Plan

PROJECT: The Preserve at Quail Pass - Phase 2

MEETING DATE: September 2, 2015

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### APPLICANT & OWNERS

Redwood Acquisitions, LLC.  
23775 Commerce Park, Suite 7  
Beechwood, Ohio 44122

### REQUEST

2015-1305: A request by Redwood Acquisitions, LLC, for approval of a Final Development Plan for Phase 2 of The Preserve at Quail Pass for 141 single story apartment units on 22.35 acres located on the south side of Mill Run Crossing between the City Wetland Park and Glenn Road.

### PROPERTY LOCATION & DESCRIPTION

The subject development is located on the south side of Mill Run Crossing and just east of the City Wetland Park and west of Glenn Road directly behind the Glennwood Commons Shopping Center. Phase 2 is located just east of Phase 1 fronting Mill Run Crossing. The zoning is M-1 (Light Manufacturing District) with a PMU (Planned Mixed Use Overlay District). The zoning to the north and west is B-4 (Commercial Business District) with a PMU (Planned Mixed Use) Overlay District while the zoning to the east is M-1 (Light Manufacturing District), M-2 (General Manufacturing District) with text limitations and township zoning. The zoning to the south is in the township.

### BACKGROUND

In February 2013, City Council approved a Rezoning (Ordinance 13-01) to amend the Planned Mixed Use District (PMU) and a Preliminary Development Plan (Ordinance 13-02) to allow 340 single story apartment units on 55.826 acres for a density of 6.1 units per acre. Then in July 2013, City Council approved a Final Development Plan (Ordinance 13-54) for Phase 1 which consisted of 94 apartment units on 15.7 acres. Phase 1 is almost built out and now the developer is requesting Final Development Plan approval for Phase 2 which consists of 141 apartment units on 22.35 acres. The remaining 105 apartment units on 20.77 acres would likely be constructed in Phase 3.

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### STAFF ANALYSIS

- **LAND USE:** In January 2006, City Council approved a Comprehensive Plan Amendment of the subject parcels to a Mixed Use Land Use designation to allow the then proposed single family development under a planned development zoning scheme. As with all Planned Mixed Use (PMU) overlay districts in the City, a mixed land use Comprehensive Plan Land Use Designation was required. The Mixed Use Land Use designation would therefore allow the apartment development per the approved PMU Overlay development text.
- **ZONING:** As mentioned above, City Council in 2013 approved a Rezoning to amend the Planned Mixed Use (PMU) Overlay and a Preliminary Development Plan. The next step in the process is for the applicant to received Final Development Plan approval for each phase prior to construction. The applicant is proposing to develop the site in three phases. Phase 2 of the Final Development Plan is currently being considered for approval while the remaining phase would be submitted as construction progresses. The Planning Commission and City Council would have to approve the Final Development Plan for each phase.
- **DEVELOPMENT TEXT:** Being an amended PMU Overlay, the Development Text sets forth the development standards and requirements for this development. It should be noted that the majority of the text allows for a higher quality development from both a site planning and architectural design standpoint than that which would be permitted or required under a base zoning district. Additionally, this text allows a great deal of flexibility in the location of the apartment buildings by providing certain limitations aimed at creating an aesthetically pleasing development.
- **ENGINEERING** The Applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.

- **SITE LAYOUT** Phase 2 of the proposed development would consist of 141 apartments on 22.35 acres that would include 28 apartment buildings (all 2 bedrooms with 2 car garages) which range from 4 to 6 unit buildings. The submitted Final Development Plan is revised from the approved from the Preliminary Development Plan which includes 4 more apartment units and one more building. However, the revised layout allows for better circulation especially for emergency vehicles and creates open spaces that emulate the wetlands in the City Wetland Park just west of Phase 1. The revisions only require administrative approval by the Planning and Community Development Director per the approved development text if the revisions were considered minor in nature and consistent with the remainder of the development which they are. This phase would be located on the eastern portion of the site just east of Phase 1 and north of the Moody Ditch. Access to this phase would be on Mill Run Crossing from the existing roundabout and the full movement curb cut just east of the roundabout. A large community open space (approximately 1 acre) is located just east of Pin Oak Place in the central portion of this Phase and would be programmed with a gazebo, grill and benches to serve as a gathering space. The active open space would be connected by a network of pedestrian pathways that connects to the wider public pedestrian network surrounding the site. One retention pond located on the southern portion of the site and two bio-retention basins would be located in this Phase. In addition, approximately 28 visitor parking spaces would be scattered throughout Phase 2 to supplement the 282 enclosed garage parking spaces and 282 driveway parking spaces for a total of 592 parking spaces. Because of revised Delaware County Soil and Water regulations since the Preliminary Development Plan was approved in 2013, building 47 may have to be moved, reconfigured or a unit may have to be eliminated to achieve compliance with a drainage easement setback from the Moody Ditch. This revision would be administrative from a zoning perspective and addressed during the constructing drawing approval by the engineering department.
- **ARCHITECTURE:** The applicant is proposing 28 apartment buildings (all 2 bedrooms with 2 car garages) with three design styles of unit configurations with building sizes of 4, 5 and 6 units. The predominant style would be 28 foot wide units that are 68 feet long with front loaded two car garages in building sizes of 4, 5 and 6 units. The second style of building would be 38 foot wide units that are 52 feet long with side load two car garages in 4 or 5 unit buildings. There would be 6 side loaded garage buildings in Phase 2. The third style would be 28 foot wide units that are 73 feet long with back loaded two car garages in 5 and 6 unit buildings. The proposed elevations are compatible the design standards of the PMU (Planned Mixed Use) District Overlay text. Some of the architectural features include vinyl siding with a limestone veneer wainscoting, pitched roofs, gables, decorative garage doors, asphalt shingles, split shake vinyl siding on some gables, decorative louver, single hung windows with colonial pattern flat grids, color sequences differentiating each building, etc. The applicant shall submit final plans to staff that should include specific architectural elevations identifying building materials for each specific unit, the color pallet and the proposed mix of the units to assure a compatible final development could be achieved.
- **LANDSCAPING AND SCREENING:** The existing mound along Mill Run Crossing in Phase 1 would be extended in Phase 2 to the eastern property line and would match the height and plant material of the current mounding. Private street trees would be installed along all the streets to soften the streetscape in Phase 2 which is consistent with Phase 1. In addition, the two bio-retention basins would be planted with species to emulate the Wetlands Park just west of the site. Also, trees, shrubs, perennials and grasses would be scattered throughout perimeter buffering and open spaces to provide an aesthetically pleasing environment. In addition, typical foundation plantings for each building are provided with trees, shrubs and perennials/ornamental grasses. The landscape plans would require Shade Tree Commission review and approval.
- **TREE PRESERVATION:** The subject Phase appears to have trees along the eastern property line and a tree survey identifying the number size and condition of the trees shall be submitted for staff review. Any tree removal and/or replacement would have to achieve compliance with Chapter 1168 Tree Preservation Regulations.
- **LIGHTING PLAN:** A lighting plan has not been submitted but would be required for Final Development Plan approval and would have to achieve compliance with the zoning code with approval of Chief Building Official. In addition, the lighting plan with selected light fixtures should be coordinated with the landscape plan to create a harmonious streetscape. The applicant shall include street lights and open space/walking lights in the Final Development Plans prior to building permit approval.

- **PEDESTRIAN CONNECTIVELY:** As mentioned above, a network of internal pathways meander throughout the Phase 2 connecting community open spaces and linking to the existing public bike path along Mill Run Crossing, to the City Wetland Park via Phase 1. Phase 3 would connect to the future bike path and/or sidewalk along Glenn Road.
- **FIRE DEPARTMENT:** The proposed development shall 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. The turning radius of the current equipment has been verified by staff to ensure compliance with this requirement.
- **REFUSE COLLECTION:** The City would permit refuse collection by tip cart service for each individual unit rather than the City standard dumpster service for apartments. The details of the service would have to be negotiated with the City Public Works Department. This will create a more permanent residential environment while recognizing the unique constraints of this development. The applicant had originally proposed private compactor service.
- **NCA:** This development would be required to participate in the Delaware North New Community Authority which assesses properties an additional 7.5 mills for the purposes specified by the authority including the provision of improvements to Glenn Road. Prior to the issuance of any building permits in Phase 2, the applicant would have to execute any required documents in this regard.

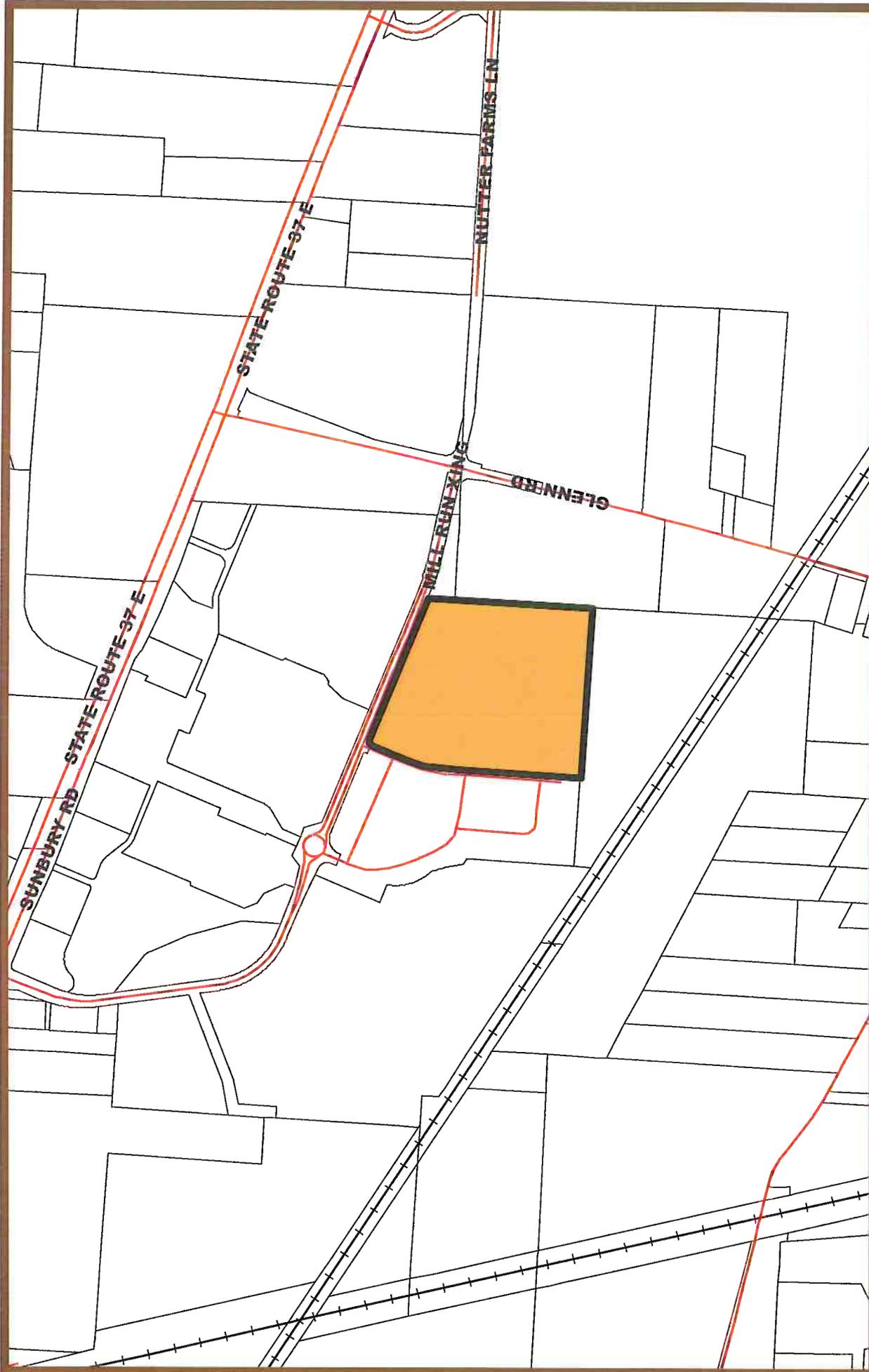
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**STAFF RECOMMENDATION – (2015-1305 FINAL DEVELOPMENT PLAN)**

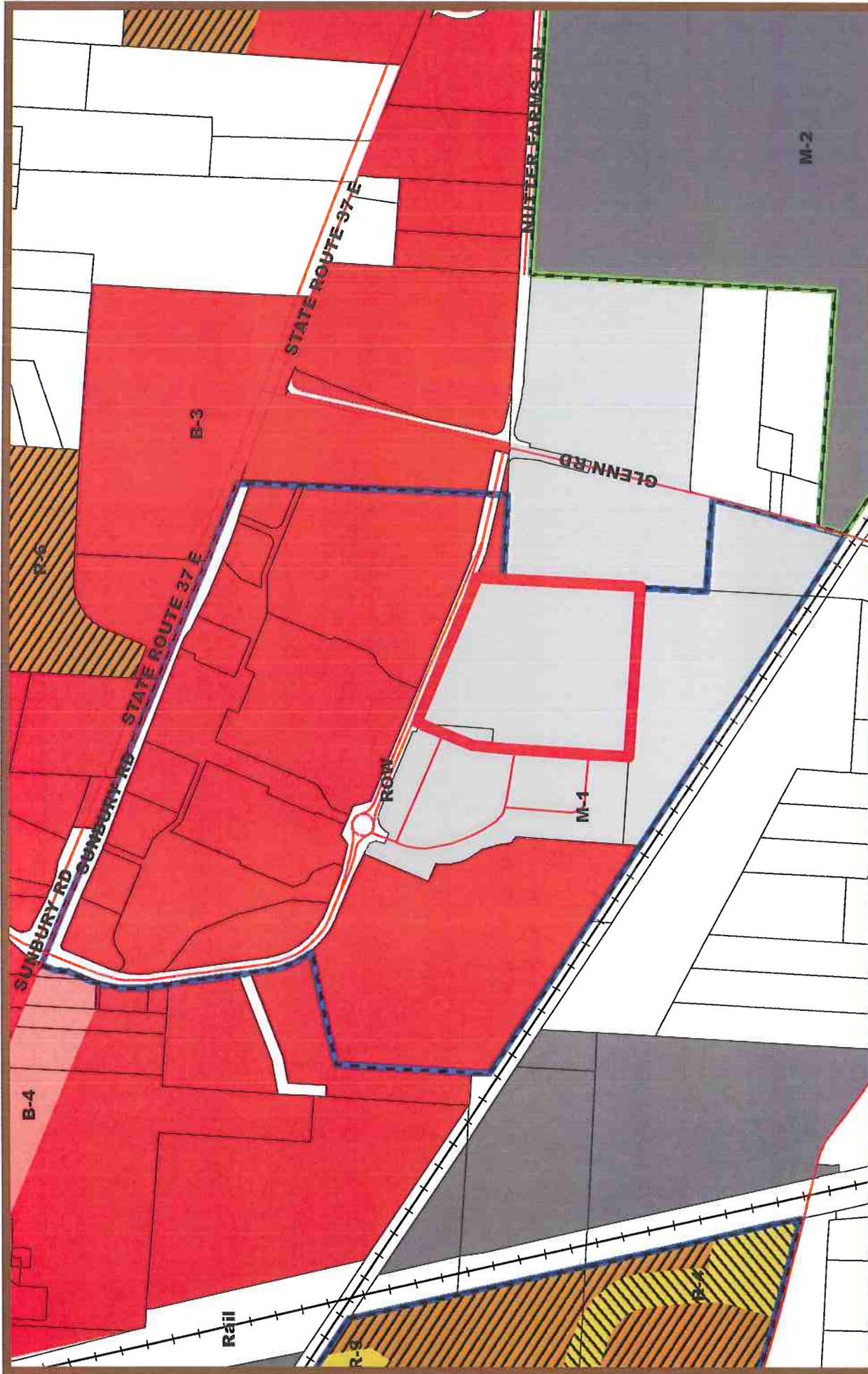
Staff recommends approval of a request by Redwood Acquisitions, LLC, for a Final Development Plan for Phase 2 of The Preserve at Quail Pass for 141 single story apartment units on 22.35 acres located on the south side of Mill Run Crossing between the City Wetland Park and Glenn Road, with the following conditions that:

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. The Final Development Plan shall not advance to City Council until the applicant has supplied to the satisfaction of Engineering Services plans and specifications for geometric revisions, truck turning movements, sanitary, storm water and water models.
2. The full movement curb cut east of the roundabout (Marigold Way) shall be dedicated for construction traffic only.
3. The Applicant shall submit all building elevations along with material and color samples for all building materials for staff review and approval prior to building permit approval.
4. A lighting plan shall be submitted and achieve compliance with zoning code and be approved by the Chief Building Official. The lighting plan shall include street lights, building lights and open space lights to match Phase 1. The lighting plan shall be submitted, reviewed and approved prior to issuance of any construction drawings.
5. The landscape plan shall be submitted, reviewed and approved by the Shade Tree Commission.
6. The open space shall be programmed with a gazebo, grill and benches.
7. The development shall comply with all fire department truck access requirements.
8. The developer shall be allowed to utilize tip cart service for refuse collection instead of dumpsters.
9. The development shall participate in the Delaware North New Community Authority and shall execute the required documents prior to the issuance of any building permits.
10. Building 47 shall achieve compliance with any storm water setback requirements from Moody Ditch.
11. The existing mound along Mill Run Crossing in Phase 1 shall be extended in Phase 2 to the eastern property line and shall at a minimum match the height and plant material of the current mounding.
12. A tree survey shall be required for the subject Phase and any tree removal and/or replacement shall achieve compliance with Chapter 1168 Tree Preservation Regulations.





2015-1305  
Final Development Plan  
The Preserve at Quail Pass Phase 2  
Location Map



2015-1305  
 Final Development Plan  
 The Preserve at Quail Pass Phase 2  
 Zoning Map



2015-1305  
Final Development Plan  
The Preserve at Quail Pass Phase 2  
Aerial (2013)













Chickadee  
100 Newland Blvd., Ste A  
Columbus, Ohio 43235  
P 614.255.5999  
F 614.255.5999

Chickadee  
10018 Arlington Court, Ste 118  
Columbus, Ohio 43242  
P 614.255.5999  
F 614.255.5999

PODdesign.net



POD/Wilson Design Inc.  
Site 250  
Washington, OH 43083  
P 614.255.5999  
F 614.255.5999  
www.poddesign.com

**The Preserve  
at Quail Pass  
Phase II**

Mill Run Crossing Rd.,  
Dublin, Ohio  
Proposed for  
Inwood Amphitheater  
23772 Commerce Park, Suite 7  
Dublin, Ohio 43017  
P 614.260.8441

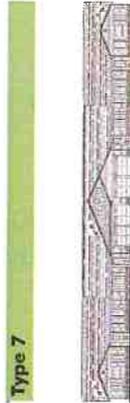
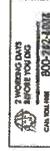


Project # 15010  
Date 01/05/15  
By  
Scale

Revisions

**Sheet Title  
Architectural  
Key Plan**

Sheet #  
**A1.0**



Typical 4-Unit Building



**NOTE**  
All drawings are representations of the proposed building type only.  
Consult the architectural drawings as part of the Final Development  
Plan submitted for final building materials and design.



Overall Reference Plan





POD design  
1016 Lakeside Court, Ste 110  
Columbus, Ohio 43235  
P 614.255.3399  
F 614.255.3399

Client  
1016 Lakeside Court, Ste 110  
Columbus, Ohio 43235  
P 614.255.3399  
F 614.255.3399  
POB@poddesign.com



Landscape Architecture  
5000 Hilltop Road, Suite 200  
Westerville, OH 43081  
P 614.540.4433  
F 614.540.4433  
www.oodinc.com

### The Preserve at Quail Pass Phase II

Mill Run Crossing, Ltd.  
Delaware, Ohio  
Prepared For  
Infrared Acquisition  
23775 Commons Pkwy, Suite 7  
Columbus, Ohio 43241  
P 614.260.9411



Project Info  
Number 15010  
Date 08/08/15  
By  
Scale

Revisions

### Overall Phase II Street Tree Planting Plan

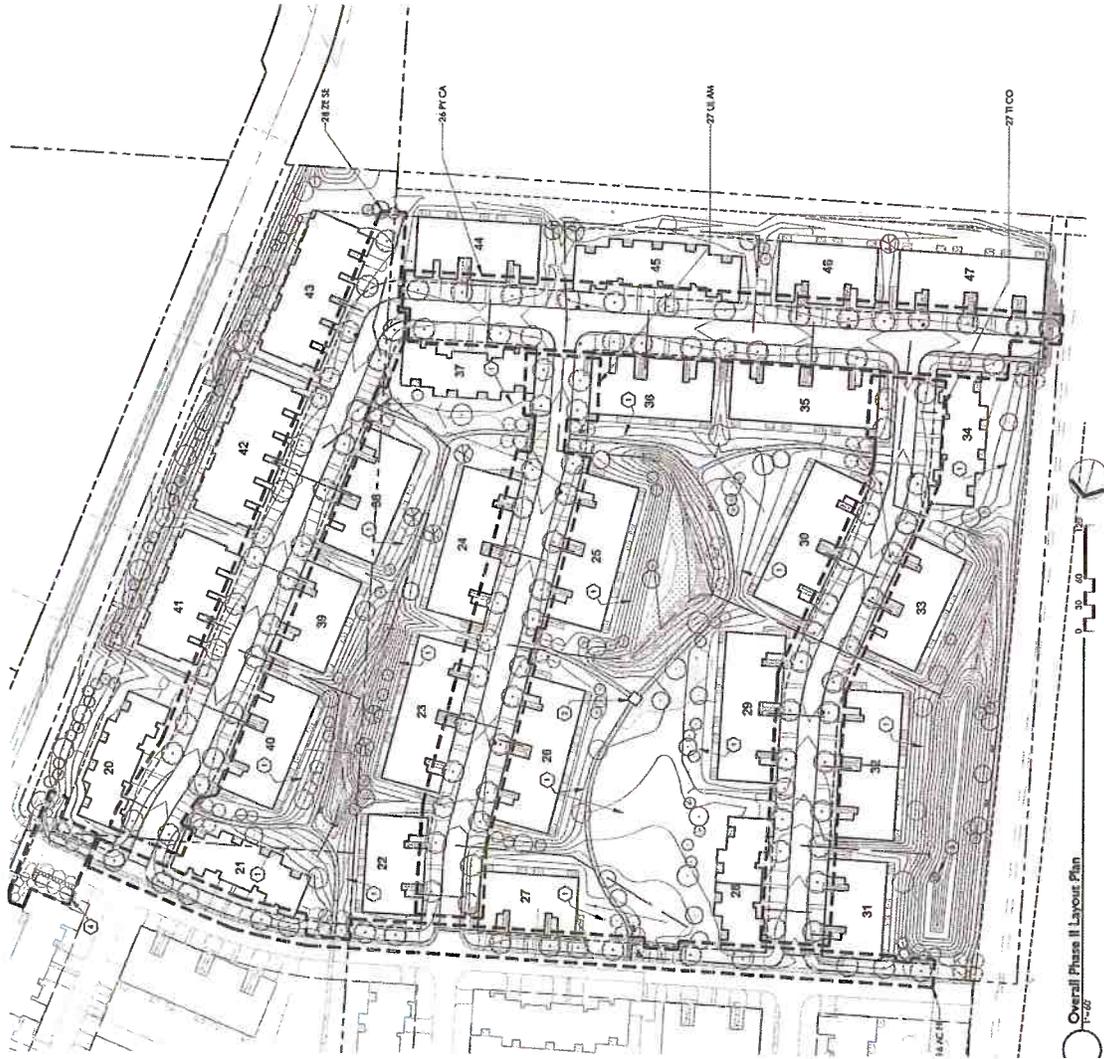
Sheet #  
**L1.1**

- COORD NOTES
- 1. LAWN AREA, MAINTAIN POSITIVE DRAINAGE ACROSS ALL AREAS.
- 2. GRAZE
- 3. POSITION
- 4. MILL RUN CROSSING EAST ENTRY - CURBSIDE, FENCING, AND LANDSCAPING APPROVED AS PART OF PHASE I DEVELOPMENT.

#### PLANT LIST

| SYMBOL          | BOTANICAL NAME                       | COMMON NAME                | SIZE       | CODE  | COMMENTS    |
|-----------------|--------------------------------------|----------------------------|------------|-------|-------------|
| DECIDUOUS TREES |                                      |                            |            |       |             |
| AC 1B           | Acer floridanum 'Jeffers Red'        | American Red Maple         | 1.75' cal. | 6.8.8 |             |
| AC 1A           | Acer spicatum 'Green Mountain Sugar' | Green Mountain Sugar Maple | 1.75' cal. | 6.8.8 |             |
| AN 0B           | Amelanchier alnifolia 'CoralStar'    | Cornelian Cherry           | 1.5' cal.  | 6.8.8 | Single Stem |
| FR 0C           | Fraxinus americana                   | White Ash                  | 1.75' cal. | 6.8.8 |             |
| FR 0A           | Fraxinus pennsylvanica               | Green Ash                  | 1.75' cal. | 6.8.8 |             |
| QU 0B           | Quercus bicolor                      | Swamp White Oak            | 1.75' cal. | 6.8.8 |             |
| QU 0A           | Quercus macrocarpa                   | Chickasaw Oak              | 1.75' cal. | 6.8.8 |             |
| TR 0C           | Tilia cordata 'Orangea'              | Orange Hearted Linden      | 1.75' cal. | 6.8.8 |             |
| TR 0A           | Tilia americana                      | White Linden               | 1.75' cal. | 6.8.8 |             |
| TR 0B           | Tilia americana 'Green Vein'         | Green Vein Linden          | 1.75' cal. | 6.8.8 |             |
| EV 0B           | Evonymus alatus                      | Winged Spindle             | 5-6' H.    | 6.8.8 |             |
| EV 0A           | Evonymus alatus 'White Spine'        | White Spine                | 5-6' H.    | 6.8.8 |             |

NOTE: DEVELOPER MAY SUBSTITUTE PLANT SPECIES BASED UPON AVAILABILITY



Overall Phase II Street Tree Planting Plan





**The Preserve at Quail Pass Phase II**  
 Mill Run Crossing Rd.  
 Delaware, Ohio  
 Prepared For:  
 Residential Acquisition  
 23715 Commerce Park, Suite 7  
 Delaware, Ohio 43152  
 614.366.8441



Project Info  
 Revision # 1.0010  
 Date 08/02/15  
 By  
 Scale

Sheet Title  
**Typical Unit Enlargements**

**PLANT LIST (Type 2 - 6 Unit 28' Two Car Garage):**

| SYMBOL                                                                      | BOTANICAL NAME                 | COMMON NAME                  | SIZE   | COND. | SPACING  |
|-----------------------------------------------------------------------------|--------------------------------|------------------------------|--------|-------|----------|
| <b>DECIDUOUS TREES</b>                                                      |                                |                              |        |       |          |
|                                                                             | See Sheet L1.3 for specific    |                              |        |       |          |
|                                                                             | Shade Tree Species             |                              |        |       |          |
| <b>SHRUBS</b>                                                               |                                |                              |        |       |          |
| SP NF                                                                       | Spirea x Neve Pearl            | Neve Pearl Spirea            | 18" H. | Cont. | As Shown |
| OH PI                                                                       | Chamaecyparis plicifolia       | Clean Thread Falsecypress    | 18" H. | Cont. | As Shown |
| WOP                                                                         | Wormwood 'Olivaceo-Complanata' | Complant Wormwood            | 20" H. | Cont. | As Shown |
| SP UF                                                                       | Spirea japonica 'Life Promise' | Life Promise Spirea          | 18" H. | Cont. | As Shown |
| PI VI                                                                       | Ilex verticillata              | Wintergreen                  | 18" H. | Cont. | As Shown |
| TH PI                                                                       | Thuja plicata 'Goldcrest'      | Goldcrest Western Arborvitae | 4" H.  | Cont. | As Shown |
| <b>PERENNIALS &amp; ORNAMENTAL GRASSES</b>                                  |                                |                              |        |       |          |
| HE HB                                                                       | Hemerocallis 'Nights Breeze'   | Nights Breeze Daylily        | 1 gal. | Cont. |          |
| CA AC                                                                       | Campanula medium 'Bell'        | Bell Campanula               | 2 gal. | Cont. |          |
| CE LO                                                                       | Cornus alternifolia            | Spice Swallowtail            | 1 gal. | Cont. | 12' o.c. |
| HO AL                                                                       | Hosta 'Alice's Dream'          | Alice's Dream Hosta          | 1 gal. | Cont. | 12' o.c. |
| <b>NOTE: DEVELOPER MAY SUBSTITUTE PLANT SPECIES BASED UPON AVAILABILITY</b> |                                |                              |        |       |          |

**Note:**  
 Planting locations shown to be representative of buildings #22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43

**PLANT LIST (Type 7 - 4 Unit 38' Two Car Garage):**

| SYMBOL                                                                      | BOTANICAL NAME               | COMMON NAME                     | SIZE   | COND. | SPACING  |
|-----------------------------------------------------------------------------|------------------------------|---------------------------------|--------|-------|----------|
| <b>DECIDUOUS TREES</b>                                                      |                              |                                 |        |       |          |
|                                                                             | See Sheet L1.3 for specific  |                                 |        |       |          |
|                                                                             | Shade Tree Species           |                                 |        |       |          |
| <b>SHRUBS</b>                                                               |                              |                                 |        |       |          |
| SP NF                                                                       | Spirea 'Neve Pearl'          | Neve Pearl Spirea               | 18" H. | Cont. | As Shown |
| PI VI                                                                       | Ilex 'Nights Breeze'         | Nights Breeze Holly             | 20" H. | Cont. | As Shown |
| CE LO                                                                       | Cornus 'Nights Breeze'       | Nights Breeze Spice Swallowtail | 18" H. | Cont. | As Shown |
| TH PI                                                                       | Thuja plicata 'Goldcrest'    | Goldcrest Western Arborvitae    | 4" H.  | Cont. | As Shown |
| <b>PERENNIALS &amp; ORNAMENTAL GRASSES</b>                                  |                              |                                 |        |       |          |
| HE HB                                                                       | Hemerocallis 'Nights Breeze' | Nights Breeze Daylily           | 1 gal. | Cont. |          |
| CE LO                                                                       | Cornus 'Nights Breeze'       | Nights Breeze Spice Swallowtail | 1 gal. | Cont. | 12' o.c. |
| <b>NOTE: DEVELOPER MAY SUBSTITUTE PLANT SPECIES BASED UPON AVAILABILITY</b> |                              |                                 |        |       |          |

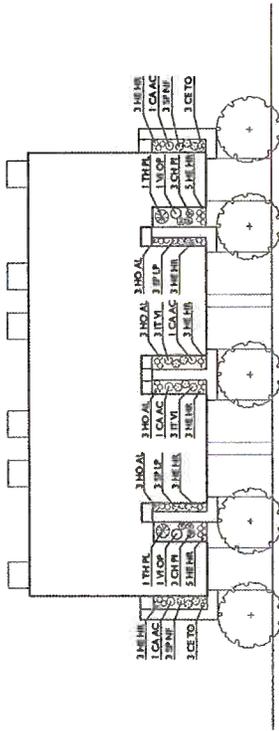
**Note:**  
 Planting locations shown to be representative of buildings #20, 21, 22, 34, 37, 45

**PLANT LIST (Type Haydenwood - 6 Unit One Car Garage):**

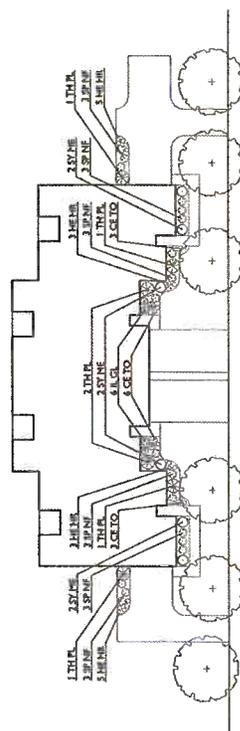
| SYMBOL                                                                      | BOTANICAL NAME               | COMMON NAME                     | SIZE   | COND. | SPACING  |
|-----------------------------------------------------------------------------|------------------------------|---------------------------------|--------|-------|----------|
| <b>DECIDUOUS TREES</b>                                                      |                              |                                 |        |       |          |
|                                                                             | See Sheet L1.3 for specific  |                                 |        |       |          |
|                                                                             | Shade Tree Species           |                                 |        |       |          |
| <b>SHRUBS</b>                                                               |                              |                                 |        |       |          |
| SP NF                                                                       | Spirea 'Neve Pearl'          | Neve Pearl Spirea               | 18" H. | Cont. | As Shown |
| PI VI                                                                       | Ilex 'Nights Breeze'         | Nights Breeze Holly             | 20" H. | Cont. | As Shown |
| CE LO                                                                       | Cornus 'Nights Breeze'       | Nights Breeze Spice Swallowtail | 18" H. | Cont. | As Shown |
| TH PI                                                                       | Thuja plicata 'Goldcrest'    | Goldcrest Western Arborvitae    | 4" H.  | Cont. | As Shown |
| <b>PERENNIALS &amp; ORNAMENTAL GRASSES</b>                                  |                              |                                 |        |       |          |
| HE HB                                                                       | Hemerocallis 'Nights Breeze' | Nights Breeze Daylily           | 1 gal. | Cont. |          |
| CE LO                                                                       | Cornus 'Nights Breeze'       | Nights Breeze Spice Swallowtail | 1 gal. | Cont. | 12' o.c. |
| <b>NOTE: DEVELOPER MAY SUBSTITUTE PLANT SPECIES BASED UPON AVAILABILITY</b> |                              |                                 |        |       |          |

**Note:**  
 Planting locations shown to be representative of buildings #41, 42, 43

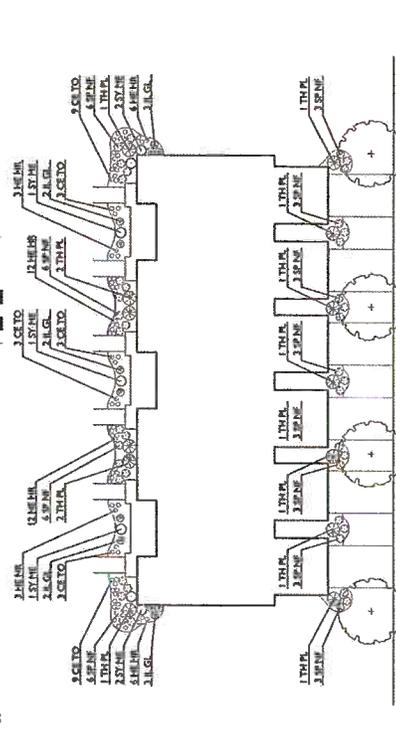
POD design  
 1614.255.3997  
 10116 Hilltop Court, Ste 118  
 Columbus, Ohio 43224



1 Typical 6 Unit Type 2-38' Wide Two Car Garage Planting



2 Typical 4 Unit Type 7-38' Wide Two Car Garage Planting



3 Typical 6 Unit Haydenwood-28' Wide Two Car Garage Planting







REVISIONS

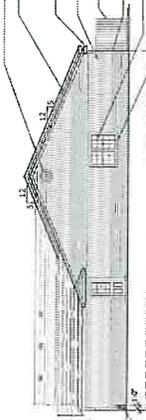
23775 commerce  
park road, suite 7  
beachwood, ohio 44122  
tel. 216.360.9441  
www.byledwood.com



Project: 9215  
Date: JULY 9, 2015  
Scale: AS NOTED  
4 UNIT BUILDING - 28' WIDE UNIT  
THE PRESERVE AT QUAL PASS  
MILL RUN CROSSING RD.  
DELAWARE, OHIO

EX-B.2  
sheet no.

ROOFING: GABLE ROOF - TYP. COLOR: WHITE  
SHEATHING: 1/2" OSB SHEATHING  
SHINGLES: COLOR: WEATHERED  
WOOD  
VINYL SIDING: 1" VINYL SIDING  
HORIZONTAL VINYL LAP SIDING  
COLOR: VARIES  
TRUSS BEARING: 2" X 4" LAMINATED  
WOOD  
VINYL CORNER TRIM: COLOR: WHITE  
VINYL SINGLE HUNG WINDOW WITH  
COLORAL PATTERN FLAT GRIDS  
PRESHIPBOARD ARCH TRIM ARCHING  
ALL DOORS AND WINDOWS (TYP.)



STANDARD SIDE ELEVATION  
SCALE: 3/8" = 1'-0"

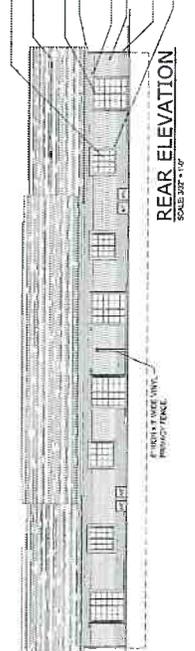
NOTE:  
HIGH PROFILE ELEVATION  
OCCURS AT STREET VIEW ONLY

ROOF HEIGHT: EL. 11'-8 1/2"  
TRUSS BEARING: EL. 11'-4"  
FINISHED FLOOR: EL. 1'-0"



HIGH PROFILE SIDE ELEVATION  
SCALE: 3/8" = 1'-0"

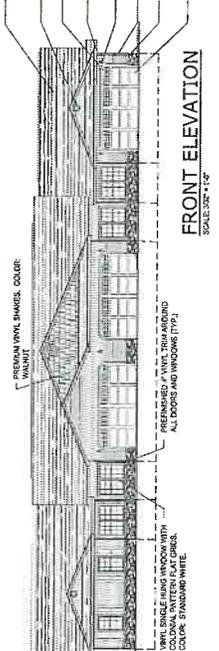
VINYL SIDING: 1" VINYL SIDING  
COLOR: STANDARD WHITE  
VINYL CORNER TRIM: COLOR: WHITE  
VINYL SINGLE HUNG WINDOW WITH  
COLORAL PATTERN FLAT GRIDS  
PRESHIPBOARD ARCH TRIM ARCHING  
ALL DOORS AND WINDOWS (TYP.)



REAR ELEVATION  
SCALE: 3/8" = 1'-0"

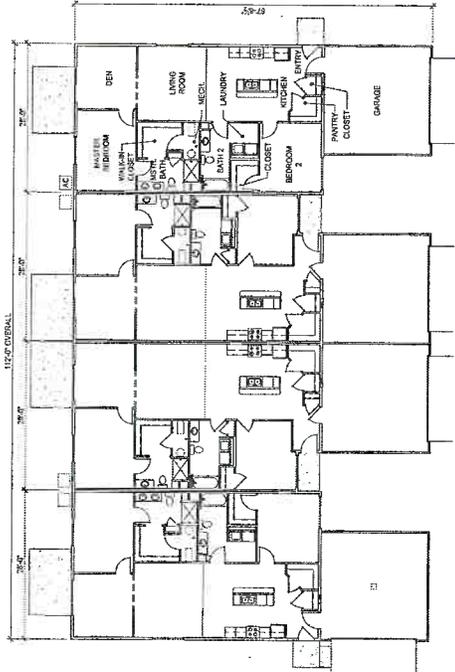
ROOF HEIGHT: EL. 11'-8 1/2"  
TRUSS BEARING: EL. 11'-4"  
FINISHED FLOOR: EL. 1'-0"

2" VINYL SIDING: 1" VINYL SIDING  
COLOR: STANDARD WHITE  
VINYL CORNER TRIM: COLOR: WHITE  
VINYL SINGLE HUNG WINDOW WITH  
COLORAL PATTERN FLAT GRIDS  
PRESHIPBOARD ARCH TRIM ARCHING  
ALL DOORS AND WINDOWS (TYP.)



FRONT ELEVATION  
SCALE: 3/8" = 1'-0"

ROOF HEIGHT: EL. 11'-8 1/2"  
TRUSS BEARING: EL. 11'-4"  
FINISHED FLOOR: EL. 1'-0"



OVERALL FLOOR PLAN  
SCALE: 3/8" = 1'-0"

ROOF HEIGHT: EL. 11'-8 1/2"  
TRUSS BEARING: EL. 11'-4"  
FINISHED FLOOR: EL. 1'-0"





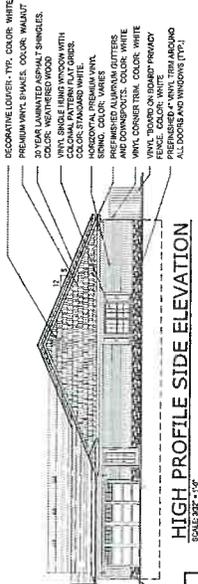
REVISIONS

23775 commerce  
park road, suite 7  
beachwood, ohio 44122  
tel. 216.360.9441  
www.bryedwood.com

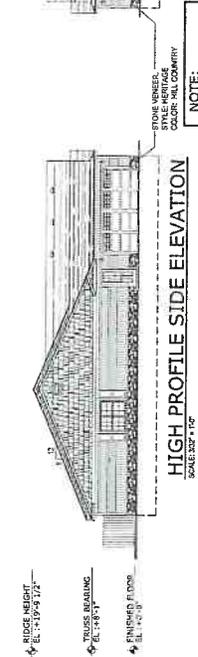


Project No. 2315  
Project Name: 5 UNIT BUILDING - 28' WIDE UNIT  
Project Date: JULY 9, 2015  
Project Location: HILL RUN CROSSING RD., BEACHWOOD, OHIO  
Project Description: THE PRESERVE AT QUAL PASS  
Scale: AS NOTED

EX-B.4  
sheet no.

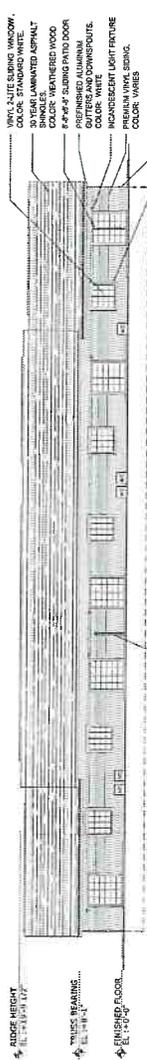


HIGH PROFILE SIDE ELEVATION  
SCALE: 3/8" = 1'-0"

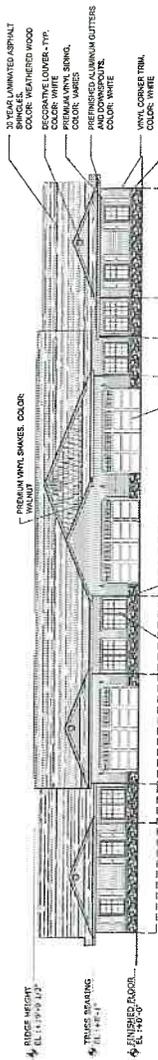


HIGH PROFILE SIDE ELEVATION  
SCALE: 3/8" = 1'-0"

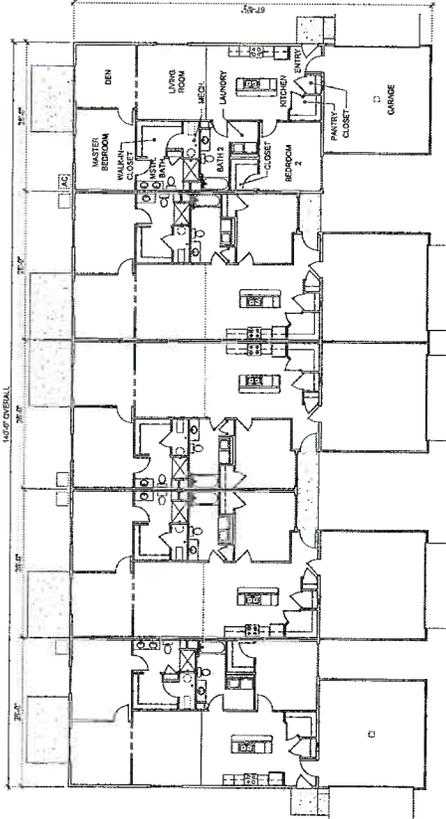
NOTE:  
HIGH PROFILE ELEVATION  
CORRECTS DIRECTLY ONLY



REAR ELEVATION  
SCALE: 3/8" = 1'-0"



FRONT ELEVATION  
SCALE: 3/8" = 1'-0"



OVERALL FLOOR PLAN  
SCALE: 3/8" = 1'-0"

↑ RIDGE HEIGHT  
EL. 19'-4 1/2"

↑ TRUSS BEARING  
EL. 14'-5 1/2"

↑ FINISHED FLOOR  
EL. 14'-0"

↑ RIDGE HEIGHT  
EL. 19'-4 1/2"

↑ TRUSS BEARING  
EL. 14'-5 1/2"

↑ FINISHED FLOOR  
EL. 14'-0"

↑ RIDGE HEIGHT  
EL. 19'-4 1/2"

↑ TRUSS BEARING  
EL. 14'-5 1/2"

↑ FINISHED FLOOR  
EL. 14'-0"

DECORATIVE LOUVER - TYP. COLOR: WHITE  
PREMIUM VINYL SHAKES. COLOR: WALNUT  
20 YEAR LAMINATED ASPHALT SHINGLES.  
VINYL SINGLE HUNG WINDOW WITH  
COLORFUL PATTERNS FLAT GREY.  
HORIZONTAL PREMIUM VINYL  
Siding. COLOR: VARIES  
VINYL CORNER TRIM. COLOR: WHITE  
VINYL TROUDED ON IGLOOD PERIMTRY  
PRESERVED AT VINYL TRIM MOULD  
ALL DOORS AND WINDOWS (TYP.)

VINYL WHITE SIDING WINDOW.  
COLOR: STANDARD WHITE.  
20 YEAR LAMINATED ASPHALT  
SHINGLES.  
COLOR: WEATHERED WOOD  
P-PIPE SANDING INTO DOOR  
GUTTERS AND DOWNSPOUTS.  
COLOR: WHITE  
PREMIUM VINYL SIDING.  
COLOR: VARIES  
VINYL CORNER TRIM.  
PRESERVED AT VINYL TRIM MOULD  
ALL DOORS AND WINDOWS (TYP.)

20 YEAR LAMINATED ASPHALT  
SHINGLES.  
DECORATIVE LOUVER - TYP.  
COLOR: WHITE  
PREMIUM VINYL SIDING.  
COLOR: VARIES  
PREPARED ALUMINUM GUTTERS  
COLOR: WHITE  
VINYL CORNER TRIM.  
PRESERVED AT VINYL TRIM MOULD  
COLOR: HILL COUNTRY  
ALL DOORS AND WINDOWS (TYP.)

VINYL SHAKES. COLOR:  
WALNUT  
20 YEAR LAMINATED ASPHALT  
SHINGLES. COLOR: WHITE  
VINYL SINGLE HUNG WINDOW WITH  
COLORFUL PATTERNS FLAT GREY.  
COLOR: STANDARD WHITE.  
ALL DOORS AND WINDOWS (TYP.)



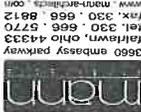






REVISED

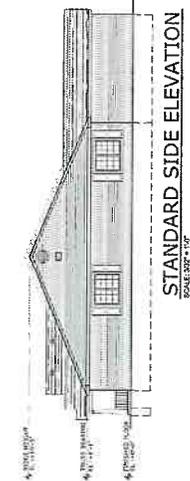
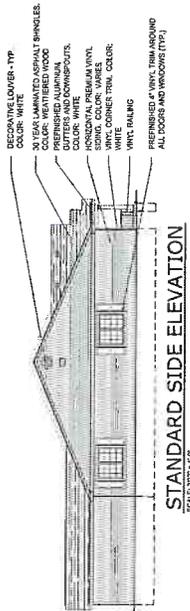
23775 commerce  
park road, suite 7  
beachwood, ohio 44122  
tel. 216. 360. 9441  
www.byredwood.com



6 UNIT BUILDING - 28' WIDE UNIT - REAR GARAGE  
drawing  
project no. 9215  
date MAY 9, 2015  
scale AS NOTED

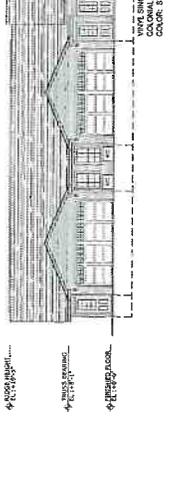
**THE PRESERVE AT QUAL PASS**  
MILL RUN CROSSING RD.  
DELAWARE, OHIO  
3666 embassy parkway  
fairlawn, ohio 44333  
tel. 330. 666. 8812  
www.mam-architects.com

**EX-B.8**  
sheet no.



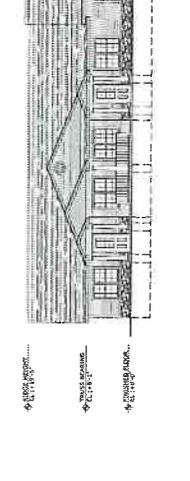
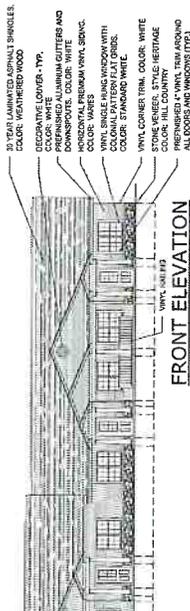
DECOMPOSITIVE LOWER-TYP  
COLOR: WHITE  
30 YEAR LAMINATED ASPHALT SHINGLES  
COLOR: WEATHERED WOOD  
GUTTERS AND DOWNSPOUTS  
COLOR: WHITE  
VINYL SIDING  
COLOR: HAZEL  
VINYL CORNER TRIM, COLOR:  
WHITE  
VINYL PAINTING  
PRE-FINISHED 4" VINYL TRIM AROUND  
ALL DOORS AND WINDOWS (TYP.)

30 YEAR LAMINATED ASPHALT SHINGLES  
COLOR: WEATHERED WOOD  
PRE-FINISHED 4" VINYL TRIM AROUND  
ALL DOORS AND WINDOWS (TYP.)  
VINYL SINGLE HUNG WINDOW WITH  
CORNER TRIM, COLOR: STANDARD WHITE  
SCALE 3/8" = 1'-0"



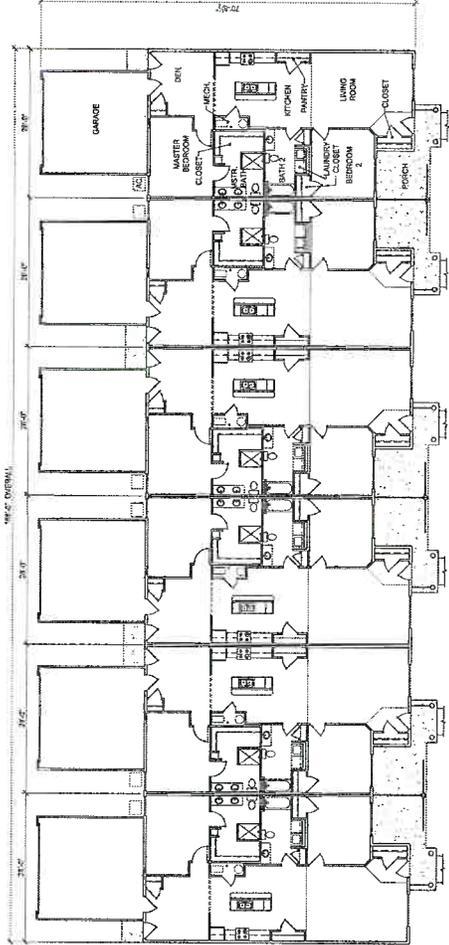
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COLOR: WEATHERED WOOD  
PRE-FINISHED 4" VINYL TRIM AROUND  
ALL DOORS AND WINDOWS (TYP.)  
VINYL CORNER TRIM, COLOR: WHITE  
COLOR: HAZEL  
HORIZONTAL PREMIUM VINYL SIDING  
DOWNSPOUTS, COLOR: WHITE  
VINYL CORNER TRIM, COLOR: WHITE  
STEEL OVERHEAD GARAGE DOOR  
COLOR: WHITE

30 YEAR LAMINATED ASPHALT SHINGLES  
COLOR: WEATHERED WOOD  
PRE-FINISHED 4" VINYL TRIM AROUND  
ALL DOORS AND WINDOWS (TYP.)  
VINYL CORNER TRIM, COLOR: WHITE  
COLOR: HAZEL  
HORIZONTAL PREMIUM VINYL SIDING  
DOWNSPOUTS, COLOR: WHITE  
VINYL CORNER TRIM, COLOR: WHITE  
STEEL OVERHEAD GARAGE DOOR  
COLOR: WHITE



30 YEAR LAMINATED ASPHALT SHINGLES  
COLOR: WEATHERED WOOD  
DECOMPOSITIVE LOWER-TYP  
PRE-FINISHED ALUMINUM GUTTERS AND  
DOWNSPOUTS, COLOR: WHITE  
VINYL SIDING  
COLOR: HAZEL  
VINYL SINGLE HUNG WINDOW WITH  
CORNER TRIM, COLOR: STANDARD WHITE  
VINYL CORNER TRIM, COLOR: WHITE  
STONE VENEER, STYLE: HERITAGE  
VINYL CORNER TRIM, COLOR: WHITE  
COLOR: HILL COUNTRY  
ALL DOORS AND WINDOWS (TYP.)

30 YEAR LAMINATED ASPHALT SHINGLES  
COLOR: WEATHERED WOOD  
DECOMPOSITIVE LOWER-TYP  
PRE-FINISHED ALUMINUM GUTTERS AND  
DOWNSPOUTS, COLOR: WHITE  
VINYL SIDING  
COLOR: HAZEL  
VINYL SINGLE HUNG WINDOW WITH  
CORNER TRIM, COLOR: STANDARD WHITE  
VINYL CORNER TRIM, COLOR: WHITE  
STONE VENEER, STYLE: HERITAGE  
VINYL CORNER TRIM, COLOR: WHITE  
COLOR: HILL COUNTRY  
ALL DOORS AND WINDOWS (TYP.)



**OVERALL FLOOR PLAN**  
SCALE 3/8" = 1'-0"



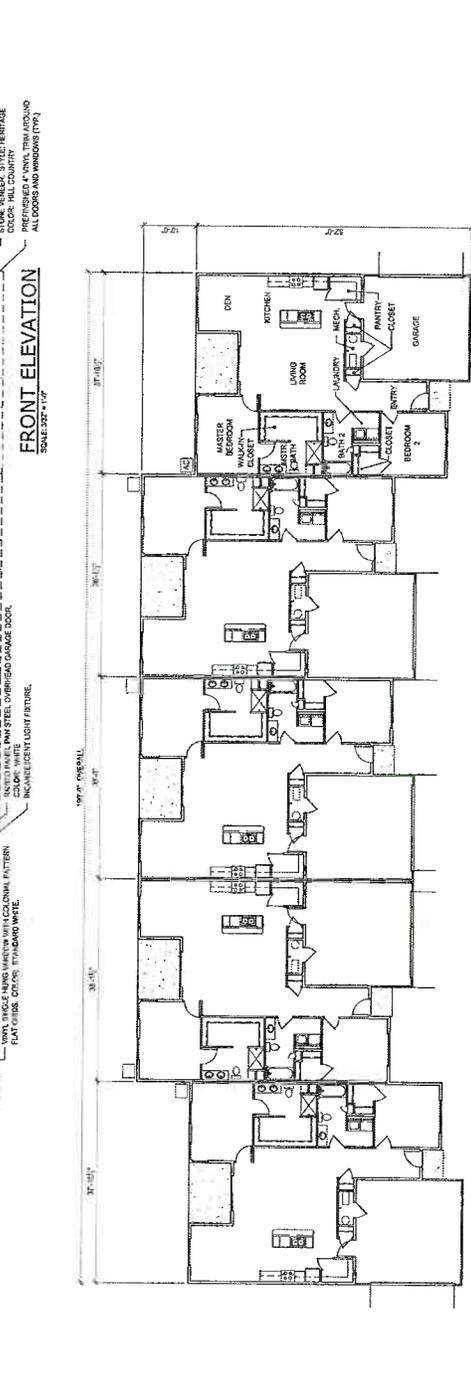
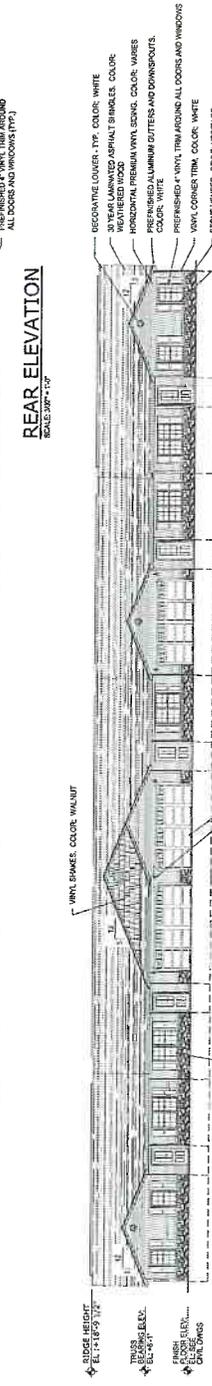
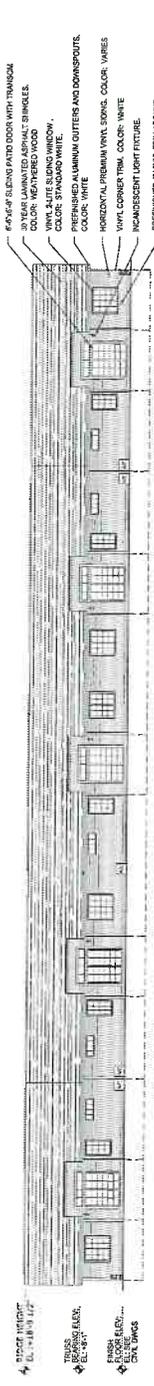
REVISIONS

32775 commerce  
park road, suite 7  
beachwood, ohio 44122  
tel. 216.360.9441  
www.dyredwood.com



Project: 9315  
Project no.: 9315  
Date: JULY 9, 2015  
AS NOTED  
Scale:  
5 UNIT BUILDING - 38' WIDE UNIT  
THE PRESERVE AT QUAIL PASS  
MILL RUN CROSSING RD.  
DELAWARE, OHIO

EX-B.9  
sheet no.







## FACT SHEET

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AGENDA ITEM NO: 15

DATE: 9/14/15

ORDINANCE NO: 15-94

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: **YES**  
**September 28, 2015 at 7:30 p.m.**

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A REZONING FROM R-3 (ONE FAMILY RESIDENTIAL DISTRICT) TO B-2 (CENTRAL BUSINESS DISTRICT) WITH TEXT LIMITATIONS FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR A NEW COUNTY COURTHOUSE LOCATED AT 110 NORTH SANDUSKY STREET JUST SOUTH OF THE HAYES BUILDING ON APPROXIMATELY 1.99 ACRES

**BACKGROUND:**

The proposed New County Courthouse Building requires several approvals from various commissions to achieve compliance with the City development process. In November 2012, the Historic Preservation Commission approved the demolition of the Leffler House at 116 North Sandusky Street and in January 2014 City Council (Ordinance 14-51) approved the demolition of the Elks Building at 110 North Sandusky Street which are both County owned buildings on parcels that would encompass the proposed new building. In July 2015, HPC approve a Certificate of Appropriateness for building design and materials for the proposed New County Courthouse. Now the applicant is requesting a Rezoning, a Combined Preliminary and Final Development Plan and Street Vacation to complete the zoning approvals for the subject development.

The County is proposing a five story 92,145 square foot building (bottom two levels are garages while the top three levels are offices) on the four subject parcels that encompasses 1.99 acres and is located just south of the Hayes Building on North Sandusky Street. The Elks Building, Leffler garage and all other structures and appurtenances on the subject site would be razed in this application. Because the grade of the site slopes from west to east, the building elevation from North Sandusky Street would be a three story elevation while the elevation from North Union Street would be a five story elevation. The main entrance would be on the west elevation that is preceded with a main entry plaza with pavers and decorative pavement framed by benches on the north and south sides of the plaza. The first and second levels would be allocated for parking garages. The upper three levels of the building are slated to house the offices and courtrooms of the Delaware County Common Pleas Court, the Delaware County Clerk of Courts Office, the Delaware County Prosecutor's Office, Adult Court Services, and Adult Probation Authority. Each elevation of the brick, cast-stone, and glass facility has its own set of unique features, such as a clock tower on the west and a glass-enclosed stairwell on the east. However, the overall appearance of the facility mimics the architecture of the adjacent Hayes Building to its north, while blending with the surrounding historic Italianate architectural style of the residential neighborhood, as well as late 1800/early 1900 institutional buildings. In addition, site work would include reconstructing the parking lot just east of the building at the Union Street main entrance while installing a new main entry plaza and constructing a new plaza on the north side of the building adjacent to Marshall Court and the Hayes Building. The applicant is planning to initiate site work this fall and start construction of the building in Spring 2016.

**REASON WHY LEGISLATION IS NEEDED:**

N/A

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on September 2, 2015.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

Staff Report

ORDINANCE NO. 15-94

AN ORDINANCE APPROVING A REZONING FROM R-3 (ONE FAMILY RESIDENTIAL DISTRICT) TO B-2 (CENTRAL BUSINESS DISTRICT) WITH TEXT LIMITATIONS FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR A NEW COUNTY COURTHOUSE LOCATED AT 110 NORTH SANDUSKY STREET JUST SOUTH OF THE HAYES BUILDING ON APPROXIMATELY 1.99 ACRES.

WHEREAS, the Planning Commission at its meeting of September 2, 2015, recommended approval of a Rezoning from R-3 (One Family Residential District) to B-2 (Central Business District) with Text Limitations for the Delaware County Board of Commissioners for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres (PC 2015-1550), and

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

SECTION 1. That the Rezoning from R-3 (One Family Residential District) to B-2 (Central Business District) with Text Limitations for the Delaware County Board of Commissioners for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres, is hereby confirmed, approved, and accepted, with the following conditions that:

1. Any new structure(s) or site plan improvement(s) or any change of use shall require compliance with the B-2 Central Business District zoning regulations and approved text limitations.
2. The text limitations maintain the property shall be used for governmental offices and accessory activities in the B-2 District, except that no portion of the property shall be used for the following:
  - Any residential activity otherwise permitted in the district
  - Any retail or commercial activity services otherwise permitted in the district
  - Any automobile or transportation use (but permitting the parking lot uses accessory to the County facilities)
  - Any outdoor display or storage
  - Any commercial recreational or entrainment activity
  - Any lodging activity

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



## PLANNING COMMISSION / STAFF REPORT

CASE NUMBERS: 2015-1550-1552

REQUEST: Multiple Requests

PROJECT: Delaware County Courthouse

MEETING DATE: September 2, 2015

### APPLICANT/OWNER

Silling Architects  
405 Capital Street  
Charleston, West Virginia 25301

Delaware County Board of Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015

### REQUESTS

2015-1550: A request by the Delaware County Board of Commissioners for approval of a Rezoning Amendment from R-3 (One Family Residential District) to B-2 (Central Business District) with Text Limitations for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres.

2015-1551: A request by the Delaware County Board of Commissioners for approval of a Combined Preliminary and Final Development Plan for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres and zoned B-2 (Central Business District) with Text Limitations.

2015-1552: A request by the Delaware County Board of Commissioners for approval of a Street Vacation of Marshall Court right-of way and right-of-way along the southeastern portion of the site for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres and zoned B-2 (Central Business District) with Text Limitations.

### PROPERTY LOCATION & DESCRIPTION

The subject development site would encompass four parcels just south of the Hayes Building (Delaware County Services Building) located at 140 North Sandusky Street. Two of the four development parcels (519-431-05-026-000 & 519-431-05-029-000) are zoned R-3 (One-Family Residential District) while the remaining two parcels are zoned B-2 (Central Business District) with text limitations. The zoning to the north is B-2 with text limitations, to the south is R-3 and B-2, to the east is B-2 and to the west across North Sandusky Street is PO/I (Planned Office/Intuitional District). The subject development site is also located in the Downtown Historic District Overlay in the Downtown Core Sub-District.

### BACKGROUND/PROPOSAL

The proposed New County Courthouse Building requires several approvals from various commissions to achieve compliance with the City development process. In November 2012, the Historic Preservation Commission approved the demolition of the Leffler House at 116 North Sandusky Street and in January 2014 City Council (Ordinance 14-51) approved the demolition of the Elks Building at 110 North Sandusky Street which are both County owned buildings on parcels that would encompass the proposed new building. In July 2015, HPC approve a Certificate of Appropriateness for building design and materials for the proposed New County Courthouse. Now the applicant is requesting a Rezoning, a Combined Preliminary and Final Development Plan and Street Vacation to complete the zoning approvals for the subject development.

The County is proposing a five story 92,145 square foot building (bottom two levels are garages while the top three levels are offices) on the four subject parcels that encompasses 1.99 acres and is located just south of the Hayes Building on North Sandusky Street. The Elks Building, Leffler garage and all other structures and appurtenances on the subject site would be razed in this application. In addition, site work would include reconstructing the parking lot just east of the building at the Union Street main entrance while installing a new main entry plaza and constructing a new plaza on the north side of the building adjacent to Marshall Court and the Hayes Building. The applicant is planning to initiate site work this fall and start construction of the building in Spring 2016.

### STAFF ANALYSIS

- **ZONING:** As mentioned above, two parcels are zoned B-2 with text limitation which permits the proposed new building while two parcels are zoned R-3 which does not. In December 2000, City Council approved Ordinance 00-124 that rezoned the Hayes Building to B-2 with text limitations which staff recommends for these subject properties for consistency. The text limitations maintain the property shall be used for governmental offices and accessory activities in the B-2 District, except that no portion of the property shall be used for the following:
  - Any residential activity otherwise permitted in the district

- Any retail or commercial activity services otherwise permitted in the district
- Any automobile or transportation use (but permitting the parking lot uses accessory to the County facilities)
- Any outdoor display or storage
- Any commercial recreational or entrainment activity
- Any lodging activity

In addition to the Rezoning, a Combined Preliminary and Final Development Plans and a Street Vacation would need to be approved by the Planning Commission and City Council prior to any construction

- **LAND USE:** The proposed New County Courthouse Building is consistent with the Comprehensive Plan of the "Downtown Core" of the plan which identifies these properties for Mixed Use.
- **ENGINEERING** The Applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on a technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND TRAFFIC:** The applicant is preparing 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 is 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 development would have in the area per the City Engineer.

The proposed County Courthouse would have three access points to the three separate levels of parking proposed for the subject building. The existing curb cut on Union Street would access the renovated parking lot and access the first (bottom) level garage. A curb cut on the east/west alley just south of the proposed building would access the second level parking garage. The County is also proposing the subject alley to be converted to a one way eastbound alley. This issue would be deliberated by the Parking and Safety Committee who desire feedback from the public and Planning Commission during the present process. A third curb cut from North Sandusky Street would access the uncovered at grade parking deck on top of the second floor parking garage just north of the existing church. Existing Marshall Court, located between the Hayes Building and the proposed building, would remain and provide access from North Sandusky to the existing Union Street parking lot. In addition, the existing on street parking (approximately 7 parking spaces which encompasses approximately 150 feet located north of the aforementioned curb cut on North Sandusky Street) in front of the proposed County Courthouse would be eliminated to create an approximate 40 foot clear zone of defensible space to ensure compliance with federal judicial security regulations. Again, this issue would be deliberated by the Parking and Safety Committee who desire feedback from the public and Planning Commission during the present process.

- **STREET VACATION:** The Marshall Court right-of-way, located just north of the proposed County Courthouse parcels and just south of the Hayes Building, was never vacated in the Hayes Building development approvals in 2000. Also, right-of-way that protrudes into the proposed reconstructed parking lot along the southeastern portion of the site should be vacated adjacent to the County owned property. The existing parking lot along the alley is privately owned and the adjacent right-of-way that extends to the alley should remain in this application. All the above mentioned right-of-way shall be vacated to ensure fee simple ownership of the parcels by the County and also the parcels should be split and/or consolidated appropriately based on how the County wants to identify ownership of the subject two buildings.
- **PARKING:** As mentioned above, the proposed plan identifies parking in two new garages and one new deck above the garage which would accommodate county personnel for the new facility and open up the existing Union Street parking lots (adjacent to the Hayes Building and across Union Street) for the public. There would be a total of 170 new parking spaces contained within the building footprint (77 spaces in the first level parking garage, 58 spaces in the second level parking garage and 35 spaces on the parking deck). The first and second level garages would be for county, judicial and law enforcement staff, as well as prisoner transport into the building with access from Union Street and from the alley to the south respectively. The parking deck, with access from North Sandusky Street, would be for the jurors and the like. Each of the parking areas would be gated for security with no vehicular interconnections between the three parking levels.

- **SITE LAYOUT:** The proposed five story 92,114 square foot building, which encompasses approximately two-thirds of the site, would be located on the western portion of the site fronting North Sandusky Street with a front yard setback consistent with the Hayes Building. Because the grade of the site slopes from west to east, the building elevation from North Sandusky Street would be a three story elevation while the elevation from North Union Street would be a five story elevation. The main entrance would be on the west elevation that is preceded with a main entry plaza with pavers and decorative pavement framed by benches on the north and south sides of the plaza. The parking lot with access to Union Street just east of the entrance would be reconstructed as part of the site work with the appropriate number of handicap spaces. A curb and decorative bollards would separate the main plaza from the parking lot. A secondary employee only access is located on the north side of the building that leads to the Marshall Court Plaza which would also have pavers and decorative bollards separating the plaza from Marshall Court.
- **BUILDING DESIGN:** Through the efforts and the vision of the architect, City, County, neighborhood association, and public input, the new judicial center will be an impressive and appropriate landmark on the historic North Sandusky Street streetscape. Fronting Sandusky Street, the easterly sloping grade helps maximize use of the site by allowing construction of a 92,114 square foot five-level facility. As mentioned above, because of the existing grades on the site, the building elevation from North Sandusky Street would be a three story elevation while the elevation from North Union Street would be a five story elevation. The first and second levels would be allocated for parking garages. The upper three levels of the building are slated to house the offices and courtrooms of the Delaware County Common Pleas Court, the Delaware County Clerk of Courts Office, the Delaware County Prosecutor's Office, Adult Court Services, and Adult Probation Authority. Each elevation of the brick, cast-stone, and glass facility has its own set of unique features, such as a clock tower on the west and a glass-enclosed stairwell on the east. However, the overall appearance of the facility mimics the architecture of the adjacent Hayes Building to its north, while blending with the surrounding historic Italianate architectural style of the residential neighborhood, as well as late 1800/early 1900 institutional buildings. The main entrance for visitors into the building would be from the main entry plaza on the Union Street elevation and a secondary employee only entrance would be on the north elevation adjacent to the Hayes Building on Marshall Court. HPC has approved the design materials and per the City's normal and customary process, Planning Commission would review the basic site design only at this point in the process.
- **PARKLAND AND OPEN SPACE:** Although parkland and open space is not required in this application, the applicant is proposing two plazas that would serve as a gathering space for the public and employees.
- **LANDSCAPING:** The applicant submitted a landscape plan which identifies street trees, parking lot landscaping and foundation landscaping which all appear to achieve compliance with the zoning code. All landscape plans would need to be submitted, reviewed and approved by the Shade Tree Commission.
- **TREE PRESERVATION:** There are several trees on site which would be removed in the development. The applicant would have to provide a tree survey to document the type and caliper size of the trees and replace any removed trees or make a payment in lieu (\$100 per caliper inch removed) to achieve compliance with Chapter 1168 Tree Preservation Regulations. Alternatively, an alternate site could be identified for planting.
- **LIGHTING PLAN:** The proposed plan does not show any proposed building lights but does show a light pole in the reconstructed parking lot. A detailed lighting plan would be required for the entire development and all lighting plans would need to be submitted, reviewed and approved by the Chief Building Official that achieves compliance with the zoning code.

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**STAFF RECOMMENDATION (2015-1550 – REZONING AMENDMENT)**

Staff recommends approval of a request by the Delaware County Board of Commissioners of a Rezoning Amendment from R-3 (One Family Residential District) to B-2 (Central Business District) with Text Limitations for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres, with the following conditions that:

1. Any new structure(s) or site plan improvement(s) or any change of use shall require compliance with the B-2 Central Business District zoning regulations and approved text limitations.
2. The text limitations maintain the property shall be used for governmental offices and accessory activities in the B-2 District, except that no portion of the property shall be used for the following:

- Any residential activity otherwise permitted in the district
- Any retail or commercial activity services otherwise permitted in the district
- Any automobile or transportation use (but permitting the parking lot uses accessory to the County facilities)
- Any outdoor display or storage
- Any commercial recreational or entertainment activity
- Any lodging activity

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**STAFF RECOMMENDATION (2015-1551 – COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN)**

Staff recommends approval of a request by the Delaware County Board Commissioners for approval of a Combined Preliminary and Final Development Plan for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres and zoned B-2 (Central Business District) with Text Limitations, with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The applicant shall be responsible for any improvements and/or financial obligations of the traffic impact study per the City Engineer.
3. The requested one way eastbound alley just south of the site shall be determined by City Council after the Parking and Safety Committee hears the case and makes a recommendation.
4. The requested elimination of the existing on street parking (approximately 150 feet north of the parking deck curb cut on North Sandusky Street) in front of the proposed County Courthouse to create an approximate 40 foot clear zone of defensible space to ensure compliance with federal judicial security regulations shall be determined by City Council after the Parking and Safety Committee hears the case and makes a recommendation.
5. The applicant shall submit all building elevations along with material and color samples for all building materials for staff review and approval prior to building permit approval.
6. Any tree removal shall comply with Chapter 1168 Tree Preservation Regulations along with the approved development text.
7. Any landscape plans shall be submitted, reviewed and approved by the Shade Tree Commission.
8. Any lighting plan shall be submitted, reviewed and approved by the Chief Building Official.
9. The subject parcels shall be consolidated to achieve zoning and building compliance prior to final building occupancy permit.

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**STAFF RECOMMENDATION (2015-1552 –STREET VACATION)**

Staff recommends approval of a request by the Delaware County Board of Commissioners for approval of a Street Vacation of Marshall Court right-of-way for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres and zoned B-2 (Central Business District) with Text Limitations, with the following conditions that:

1. The subject Marshall Court right-of-way shall be vacated prior to final building occupancy permit.
2. The right-of-way along the southeastern portion of the site adjacent to county owned property shall be vacated prior to final building occupancy permit.

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**COMMISSION NOTES:**

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CASE NUMBER: 2015-1550-1552  
MEETING DATE: September 2, 2015  
PAGE: Page 5 of 5

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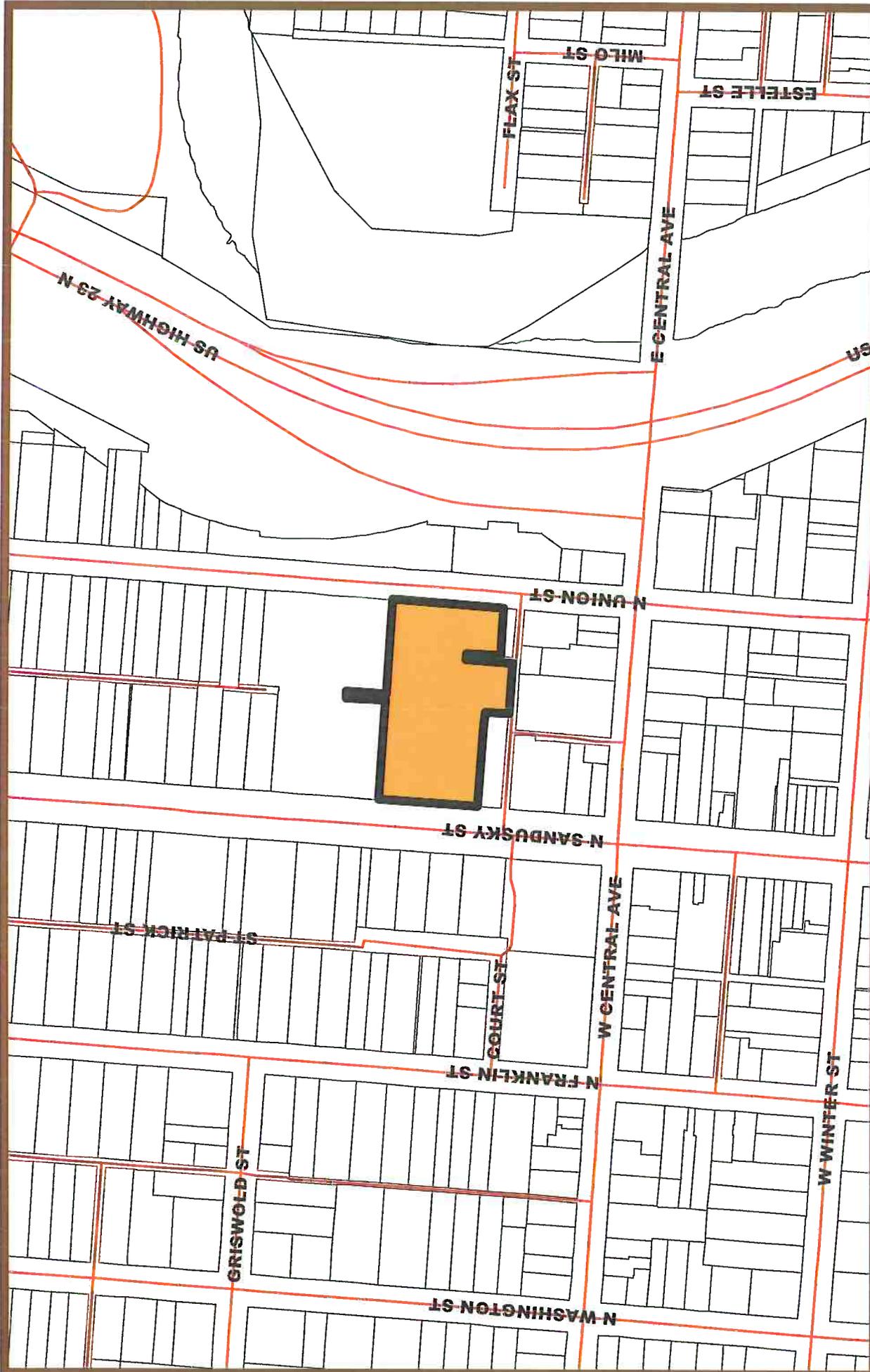
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MOTION: \_\_\_\_\_ 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> approved denied tabled \_\_\_\_\_

CONDITIONS/MISCELLANEOUS:

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FILE:  
ORIGINAL:  
REVISED: 08/28/15



2015-1550-1552  
 Rezoning Amendment, Combined Preliminary and  
 Final Development Plan, and Street Vacation  
 110 N. Sandusky Street  
 Location Map





2015-1550-1552  
 Rezoning Amendment, Combined Preliminary and  
 Final Development Plan, and Street Vacation  
 110 N. Sandusky Street  
 Zoning Map





2015-1550-1552  
Rezoning Amendment, Combined Preliminary and  
Final Development Plan, and Street Vacation  
110 N. Sandusky Street  
Aerial (2013)



# Downtown Historic Overlay

- Historic Overlay District
- Sub-Districts
- Downtown Core
  - Transitional
  - Residential



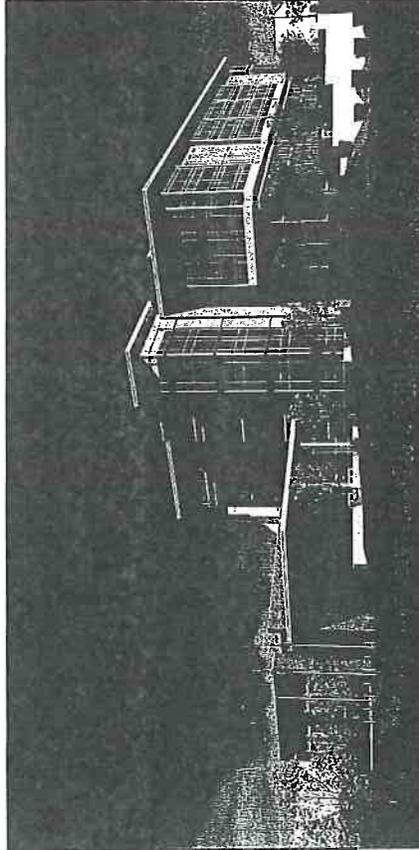
2015-1550-1552  
Rezoning Amendment, Combined Preliminary and  
Final Development Plan, and Street Vacation  
110 N. Sandusky Street  
Historic District Map

# DELAWARE COUNTY COURTHOUSE

## SITE DEVELOPMENT

120 NORTH SANDUSKY STREET  
DELAWARE, OHIO

AUGUST 6, 2015



### DRAWING INDEX

|                          |                                                |
|--------------------------|------------------------------------------------|
| COVER SHEET              |                                                |
| CIVIL DRAWINGS           |                                                |
| 1                        | TITLE SHEET                                    |
| 2                        | GENERAL NOTES                                  |
| 3                        | EXISTING CONDITIONS                            |
| 4                        | EXISTING UTILITIES                             |
| 5                        | SITE DIMENSION & LAYOUT PLAN                   |
| 6                        | SITE DIMENSION, LAYOUT & GRADING PLAN          |
| 7                        | STORMWATER POLLUTION PREVENTION PLAN           |
| 8                        | STORMWATER POLLUTION PREVENTION NOTES          |
| 9                        | STORMWATER POLLUTION PREVENTION DETAILS        |
| 10                       | STORMWATER POLLUTION PREVENTION DETAILS - CONC |
| 11                       | STORMWATER POLLUTION PREVENTION DETAILS - CONC |
| 12                       | STORMWATER POLLUTION PREVENTION DETAILS - CONC |
| 13                       | STORMWATER POLLUTION PREVENTION DETAILS - CONC |
| 14                       | STORMWATER POLLUTION PREVENTION DETAILS - CONC |
| 15                       | STORMWATER POLLUTION PREVENTION DETAILS - CONC |
| 16                       | STORMWATER POLLUTION PREVENTION DETAILS - CONC |
| SITE ELECTRICAL DRAWINGS |                                                |
| EE1                      | DETAILS                                        |
| EE2                      | NEW WORK SITE PLAN                             |
| EE3                      | NEW WORK SITE PLAN                             |

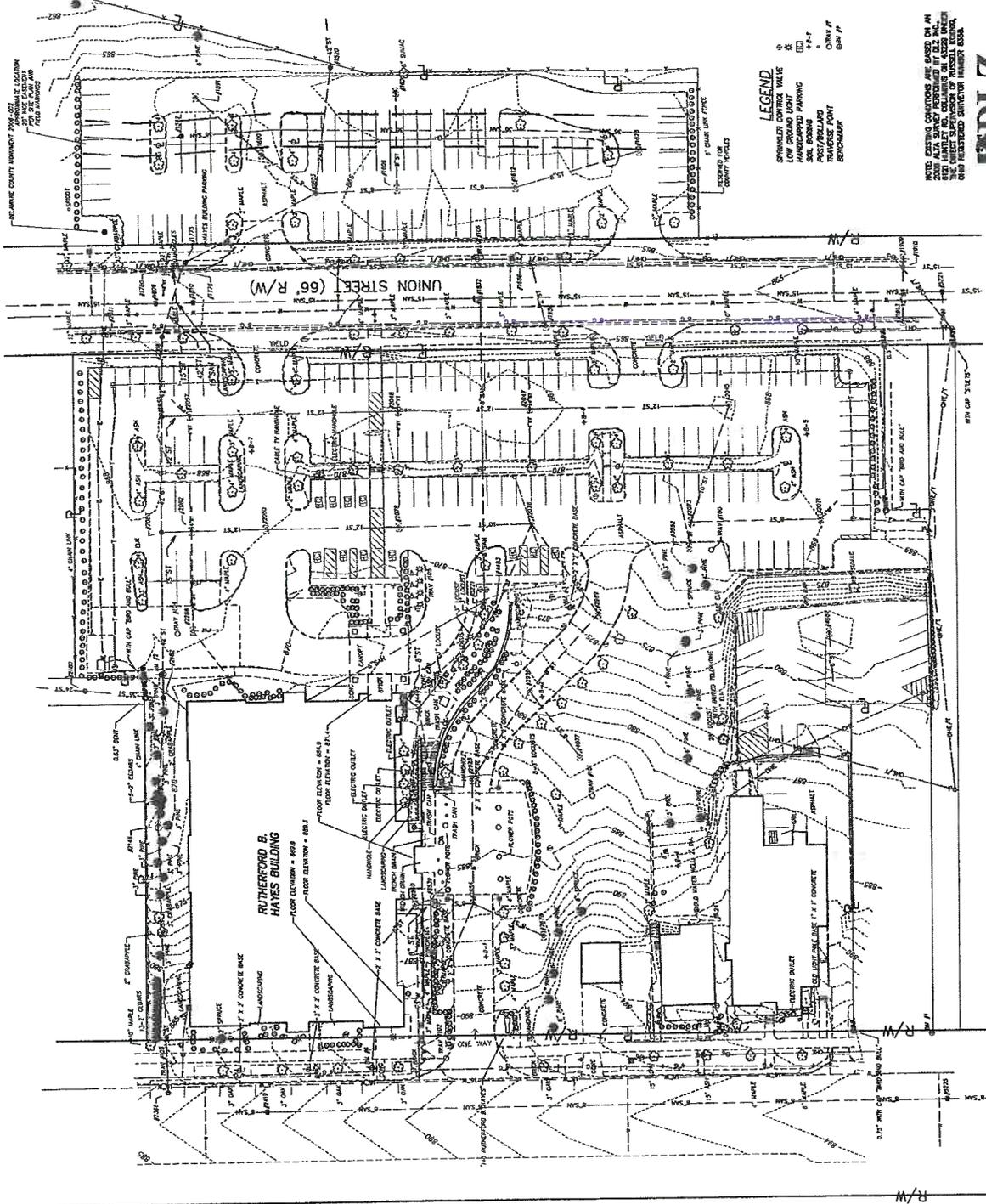


**SILLING ASSOCIATES, INC.**  
405 CAPITOL STREET, UPPER ATRIUM, CHARLESTON WEST VIRGINIA 25301  
ENVIRONMENTAL DESIGN GROUP  
SMBH  
SCHEESER BUCKLEY MAYFIELD

**ARCHITECTS + PLANNERS**  
PHONE (304) 346-0665 • FAX (304) 346-1522  
CIVIL ENGINEERS  
STRUCTURAL ENGINEERS  
MECHANICAL / ELECTRICAL ENGINEERS







**SURVEY CONTROL**

| NUMBER | NORTHING   | EASTING    | ELEVATION | MONUMENT  |
|--------|------------|------------|-----------|-----------|
| 100    | 231872.359 | 810268.645 | 870.925   | PIPE      |
| 101    | 232842.492 | 810438.108 | 883.330   | PIPE      |
| 102    | 232345.190 | 810068.720 | 890.197   | WOOD NAIL |
| 103    | 232513.235 | 810000.729 | 885.740   | PIPE      |
| 104    | 232488.845 | 810435.763 | 885.421   | WOOD NAIL |
| 105    | 232323.547 | 810568.882 | 870.325   | PIPE      |
| 106    | 232828.872 | 810776.324 | 884.776   | PIPE      |

**BENCHMARKS**

BM #1 ELEVATION = 885.204  
 THE SOUTHWEST CORNER OF THE FIRST STEP TO THE MAIN ENTRANCE OF THE SEVENTH BAY ADJUTANT CORNER LOCATED AT 100 SANDUSKY STREET. STEP IS APPROXIMATELY 8" ABOVE THE SURFACE ALONG SANDUSKY STREET AND IS NOT MARKED.

BM #2 ELEVATION = 871.846  
 A CIRCLED SQUARE ON THE EAST SIDE OF A CONCRETE LIGHT CORNER OF THE HAYES BUILDING.

BM #3 ELEVATION = 875.029  
 A CIRCLED SQUARE ON THE SOUTH CORNER OF THE LAST CURT PAVILION SQUARE ON THE SOUTH CORNER OF THE LAST CURT PAVILION ON THE LEFT SIDE OF THE MAIN CONCRETE DRIVE TO THE HAYES BUILDING. THE PALE IS LOCATED SOUTHWEST OF THE SOUTHWEST CORNER OF THE BUILDING.

BM #4 ELEVATION = 885.845  
 A CIRCLED SQUARE ON THE SOUTHWEST CORNER OF THE MAIN CONCRETE DRIVE TO THE HAYES BUILDING OFF OF SANDUSKY STREET.

**DATUMS**

HORIZONTAL CONTROL IS PROJECT GROUND DERIVED FROM THE OHIO STATE PLANE AND COORDINATE SYSTEM. THE STATE PLANE AND COORDINATE SYSTEM, WITH THE STATE PLANE AND COORDINATE SYSTEM, WITH THE PROJECT GROUND NORTHINGS AND EASTING VALUES BY THE PROJECT COMBINED SCALE FACTOR OF 0.9999989.

VERTICAL CONTROL IS BASED ON THE MARSHS DATUM AND WAS ESTABLISHED FROM CONVENTIONAL LEVELING USING INS MONUMENT METERS (MARSHS ELEV = 872.65).

**SHEET REFERENCES**

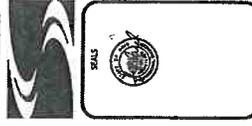
REFER TO SHEET PA-02 FOR GROUND ELEVATIONS AT CORNERS OF THE HAYES BUILDING.  
 REFER TO SHEET UP-01 AND UP-02 FOR RETAILED UTILITY AND SENER INFORMATION.  
 REFER TO SHEET PA-01 FOR PROPERTY OWNED INFORMATION.

NOTE: EXISTING CONDITIONS ARE BASED ON AN OLD MAPLET RD. COLLUMS ON ALDOR UNIFORM ONE INCHES TO AN INCH SCALE.



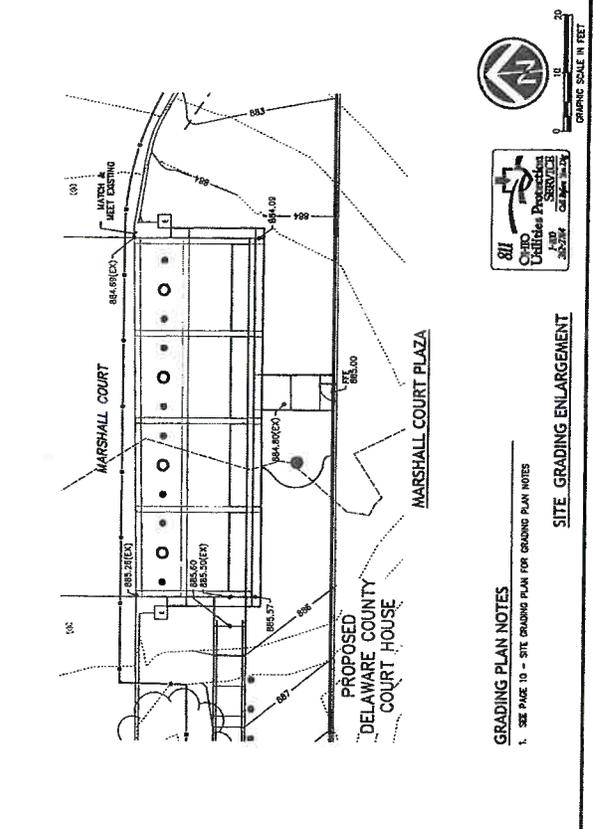
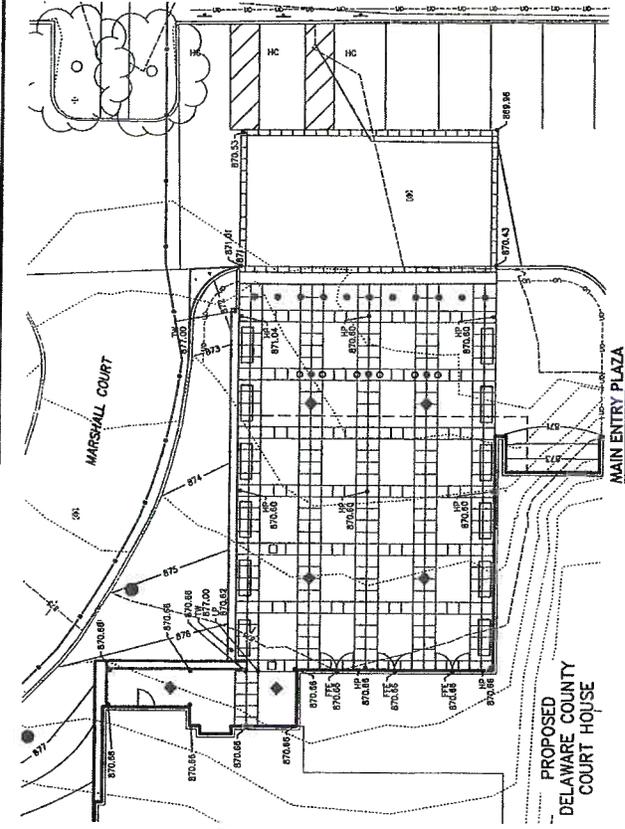






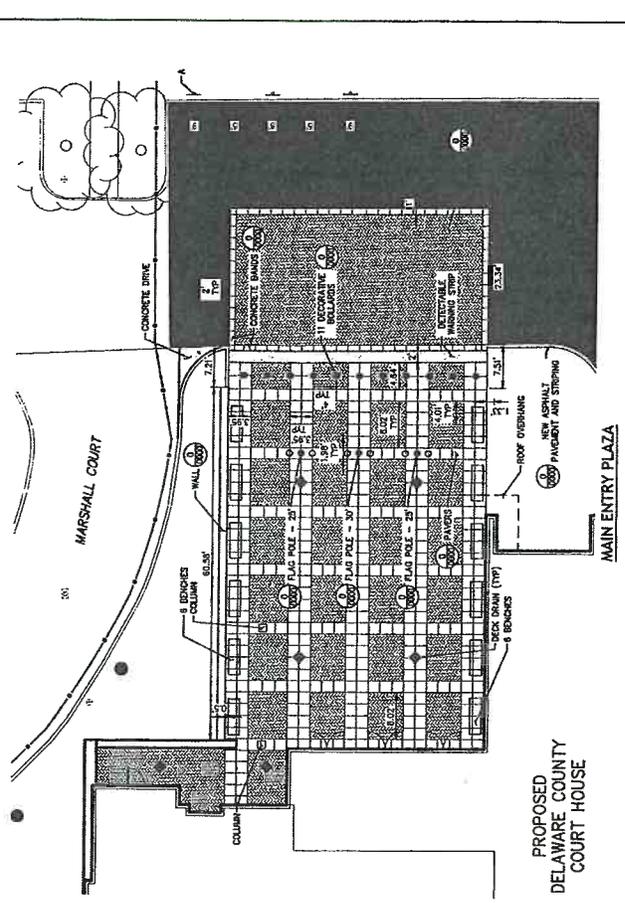
DELAWARE COUNTY COURTHOUSE  
 FOR ZONING APPROVAL  
 NOT FOR CONSTRUCTION

SITE LAYOUT &  
 GRADING PLAN  
 ENLARGEMENT



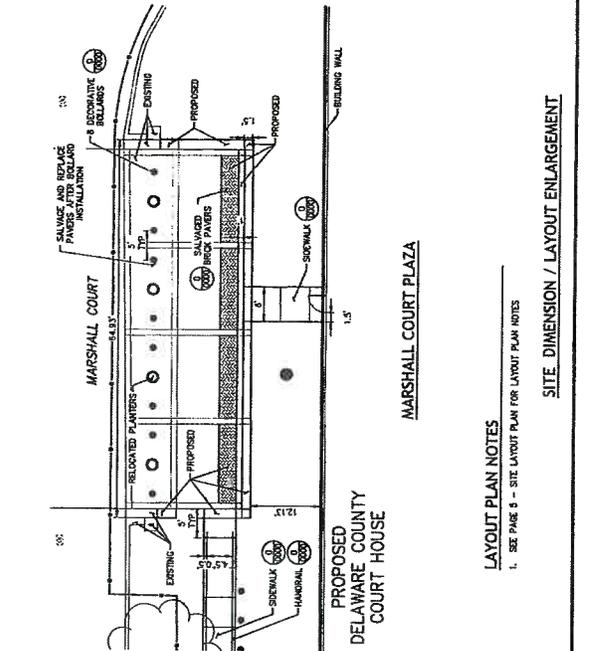
GRADING PLAN NOTES  
 1. SEE PAGE 10 - SITE GRADING PLAN FOR GRADING PLAN NOTES

SITE GRADING ENLARGEMENT



**LEGEND**

|          |                                     |
|----------|-------------------------------------|
| [Symbol] | CONCRETE SIDEWALK TYPE 1 (STANDARD) |
| [Symbol] | CONCRETE PAVEMENT TYPE 2            |
| [Symbol] | BRICK PAVEMENT TYPE 3 (RECOMMEND)   |
| [Symbol] | ASPHALT PAVEMENT TYPE 4             |
| [Symbol] | TYPE 5                              |
| [Symbol] | TYPE 6                              |
| [Symbol] | SCREEDABLE WARNING - AS SPECIFIED   |
| [Symbol] | PAVEMENT MARKING TRANSVERSE LINES   |
| [Symbol] | CONSTRUCTION LIMITS LINE            |



LAYOUT PLAN NOTES  
 1. SEE PAGE 9 - SITE LAYOUT PLAN FOR LAYOUT PLAN NOTES

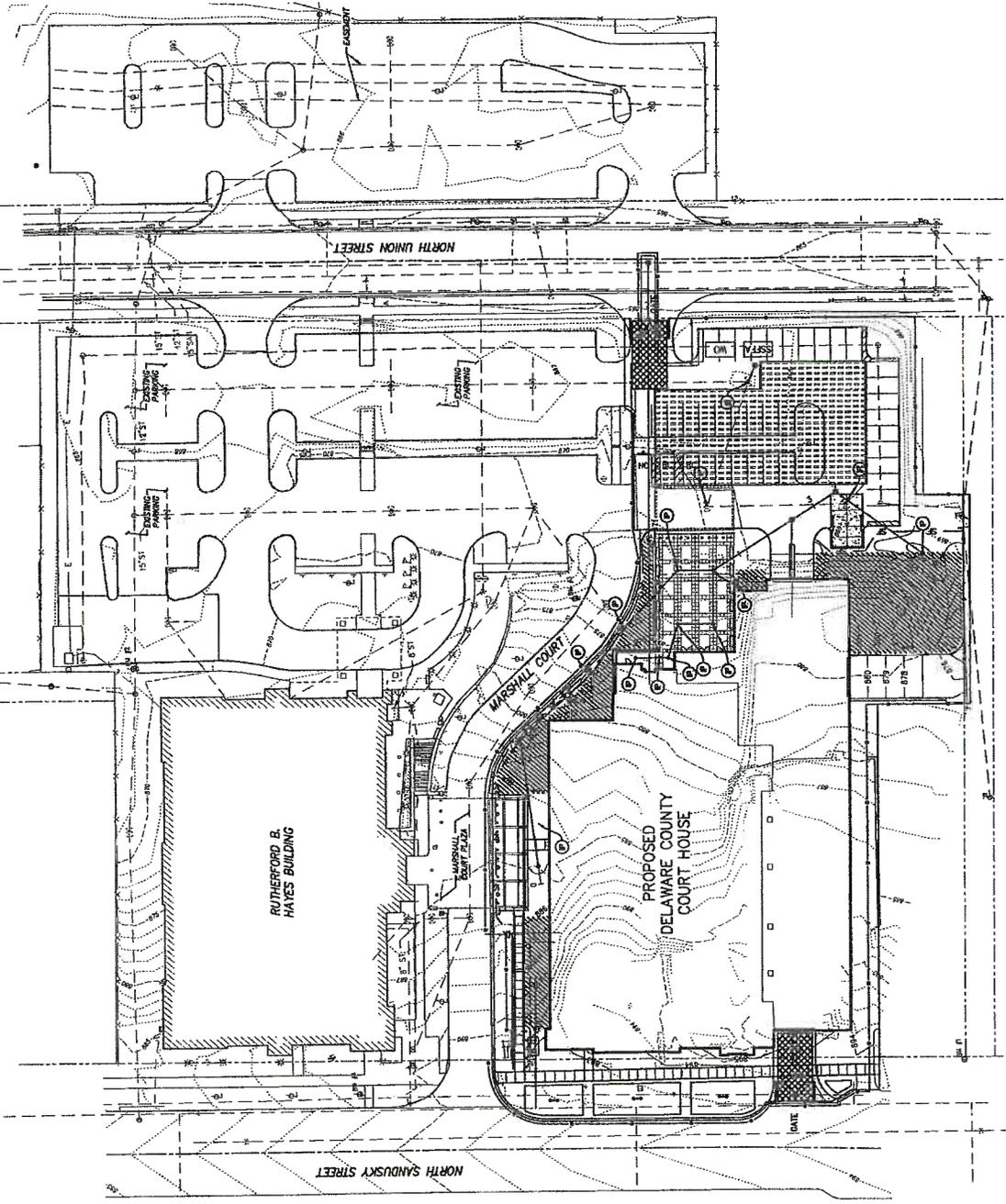
SITE DIMENSION / LAYOUT ENLARGEMENT



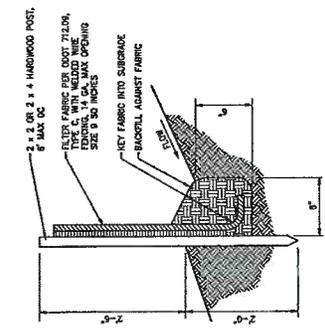
**EROSION CONTROL NOTES**

1. UNLESS OTHERWISE SHOWN AS OTHERWISE, ALL EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE CONTOURS ON SHEET S-100. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE CONTOURS ON SHEET S-100.
2. ALL DISTURBED AND PROPOSED SITES SHALL HAVE EROSION PROTECTION ALONG THE ENTIRE LENGTH OF THE SITES AS SHOWN ON THE DETAILS.
3. WORK SHALL BE PERFORMED IN A MANNER THAT MINIMIZES EROSION AND OTHER DISTURBANCE. BECAUSE OF THE PROJECT LOCATION, THE CONTRACTOR SHOULD PREPARE AND MARK THE SITES AS SHOWN ON THIS PLAN. SUBMIT A COPY TO THE ENGINEER AT THE PRE-CONSTRUCTION MEETING.
4. FOR SITES WHERE AN EXISTING CATCH BASIN IS TO BE REPLACED, INSTALL EROSION CONTROL MEASURES UPSTREAM AND DOWNSTREAM OF THE CATCH BASIN. OTHER EROSION CONTROL MEASURES WILL OCCUR BEFORE THE CATCH BASIN IS REPLACED.
5. THE LOCATION, CONTRACTOR STAGING AREA AND ACCESS IS IDENTIFIED AT THE LOCATION. CONTRACTOR TO NEGOTIATE WITH PROPERTY OWNER FOR USE OF THIS PROPERTY.

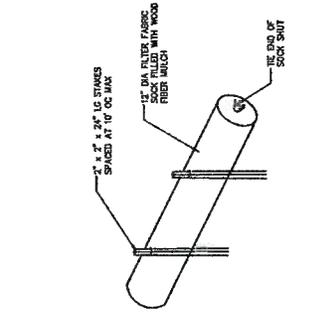
- LEGEND**
- SF — SILT FENCE
  - SS — SILT SOCK
  - CS — CONSTRUCTION FENCE
  - WL — WORK LIMITS
  - ⊙ — INLET
  - ⊙ — RILEY PROTECTION
  - ⊙ — ROCK CHECK DAM
  - ⊙ — WASHOUT STATION
  - ⊙ — STAGING, SANITARY FACILITY & FUELING AREA
  - ⊙ — SLOPE PROTECTION MATTING
  - ⊙ — TEMPORARY CONSTRUCTION ENTRY



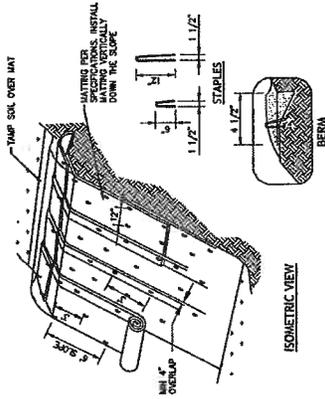




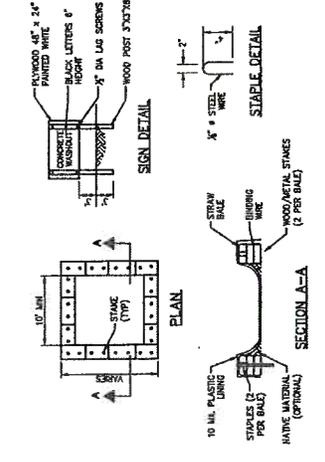
**4 SILT FENCE**  
 9 NOT TO SCALE



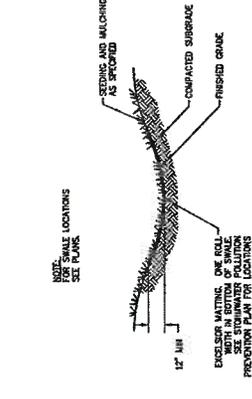
**3 SILT SOCK**  
 9 NOT TO SCALE



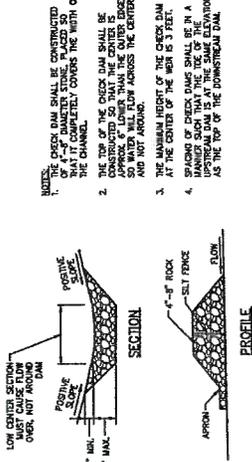
**2 SLOPE PROTECTION MATTING**  
 9 NOT TO SCALE



**1 CONCRETE WASHOUT STATION**  
 9 NOT TO SCALE



**6 PARABOLIC GRASS SWALE**  
 9 NOT TO SCALE



**5 ROCK CHECK DAM**  
 9 NOT TO SCALE

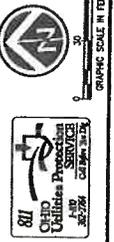
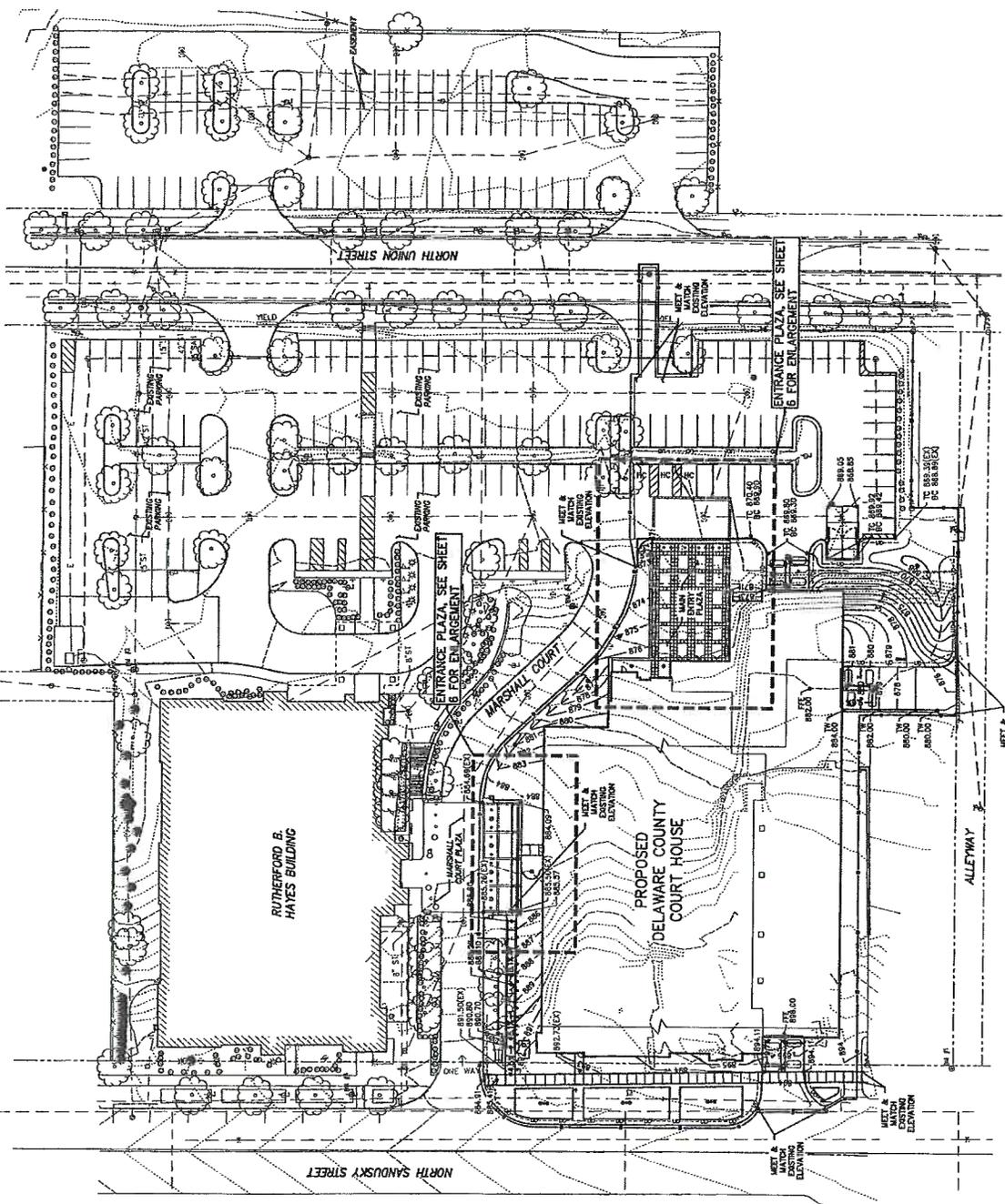
**NOTES:**

1. ROCK DAM SHALL BE CONSTRUCTED TO BE COMPLETELY STABLE PLACED SO THAT IT COMPLETELY COVERS THE WIDTH OF THE CHANNEL.
2. THE CENTER DAM SHALL BE CONSTRUCTED SO THAT THE CENTER IS APPROX. 6" LOWER THAN THE OUTER EDGES, AND NOT AROUND.
3. THE MAXIMUM HEIGHT OF THE CHECK DAM AT THE CENTER OF THE WEIR IS 3 FEET.
4. SPACING OF CHECK DAMS SHALL BE IN A PROPORTION TO THE ELEVATION DIFFERENCE AS THE TOP OF THE DOWNSTREAM DAM.

- GRADING PLAN NOTES**
1. MAINTAIN UNIFORM AND POSITIVE SLOPES FOR ALL REPAIRED SURFACES.
  2. ARCHITECT TO APPROVE ROUGH GRADING PRIOR TO FINISH-GRAINDING AND TO LANDSCAPE FINISH-GRAINDING OF SOIL SURFACE AREAS PRIOR TO SEEDING OR PLANTING.
  3. PRIOR TO CONSTRUCTION, PLACE EROSION CONTROL, TRINCHES, & SLOPES ON THE STEEP WATERS POLLUTION PREVENTION PLAN AND AT THE TOP EDGE OF NEW CONSTRUCTION. PROVIDE SLOPES TO THE TOP OF THE CURB OR TO THE TOP OF THE SIDEWALK AND TO THE PROTECTED WALKWAY OTHER FIELD APPROVAL FROM THE OWNER, ARCHITECT.
  4. SEED ALL DISTURBED AREAS WITH SPECIFIED SEED MIXTURE.
  5. CONSTRUCTION NOTES AND TYPICALS MAY APPLY ONLY ONCE ON THE DRAWINGS, BUT APPLY TO ALL SIMILAR CONDITIONS.
  6. REFER TO SITE UTILITY PLANS FOR LOCATIONS AND ELEVATIONS OF PROPOSED UTILITY STRUCTURES.
  7. EXISTING CONDITIONS ARE BASED ON AN ALTA SURVEY BY D.E. CORPORATION. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCY TO THE OWNER REPRESENTATIVE PRIOR TO CONSTRUCTION ACTIVITIES.
  8. SEE SITE SURVEY FOR LOCATION OF BENCHMARK AND HORIZONTAL CONTROL POINT.
  9. PRIOR TO EXCAVATION AND EARTHWORK OPERATIONS THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCY TO THE ARCHITECT. FIELD VERIFY LOCATIONS OF ALL BURIED UTILITIES AND TOPICS AND REPORT ANY DISCREPANCIES TO ARCHITECT.
  10. CALL ENGINEERING SERVICES FOR INSPECTION 48 HOURS BEFORE WORK IS TO BEGIN WITH RIGHT-OF-WAY (ROW) 375-380L.

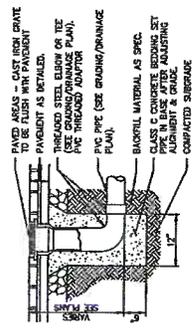
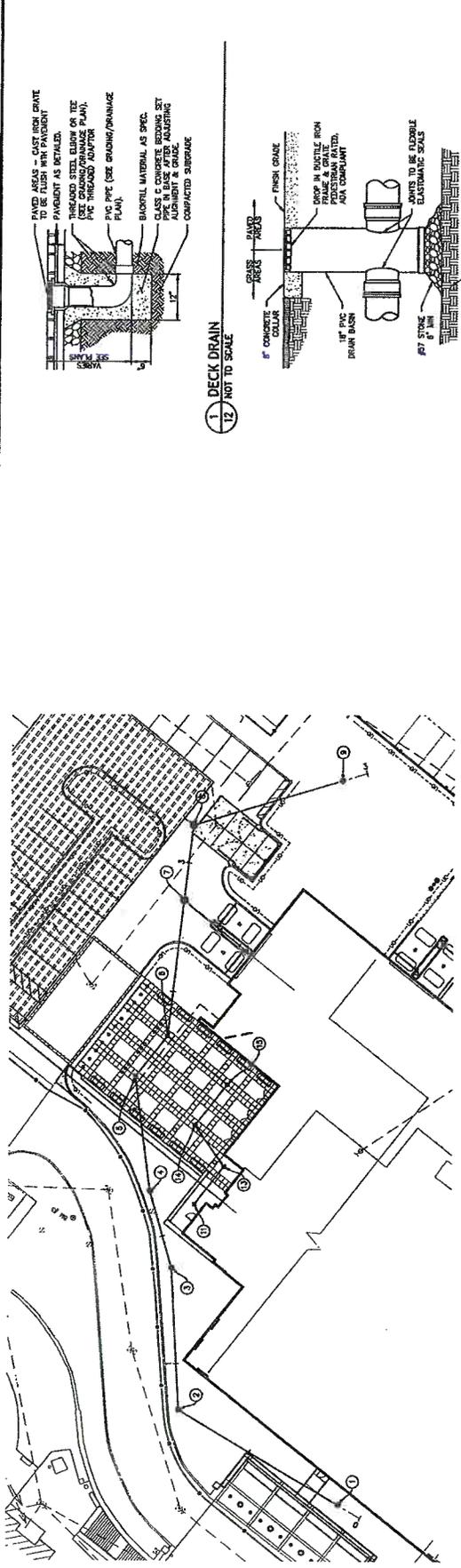
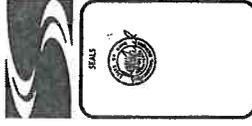
**GRADING PLAN LEGEND**

|                   |                          |
|-------------------|--------------------------|
| ---(dashed)       | EXISTING SPOT ELEVATION  |
| ---(solid)        | PROPOSED SPOT ELEVATION  |
| ---(dotted)       | RECON/NO CURB MARK       |
| ---(dash-dot)     | 1/4" SLOPE               |
| ---(dash-dot-dot) | 1/2" SLOPE               |
| ---(long-dash)    | PROPOSED CONTOUR         |
| ---(short-dash)   | EXISTING CONTOUR         |
| ---(dotted)       | UTILITY STRUCTURES       |
| ---(dotted)       | EXISTING                 |
| ---(dotted)       | PROPOSED                 |
| ---(dotted)       | UTILITY MARKERS          |
| ---(dotted)       | UTILITY POLES            |
| ---(dotted)       | SYSTEM STRUCTURES        |
| ---(dotted)       | TO: YARD DRAIN           |
| ---(dotted)       | TO: DECK DRAIN           |
| ---(dotted)       | TO: CATCH BASIN          |
| ---(dotted)       | WATER STRUCTURES         |
| ---(dotted)       | ELECTRIC STRUCTURES      |
| ---(dotted)       | GAS STRUCTURES           |
| ---(dotted)       | UTILITY WALK             |
| ---(dotted)       | CONSTRUCTION LIMITS LINE |

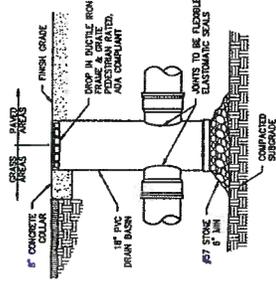


GRAPHIC SCALE IN FEET  
 0 10 20 30



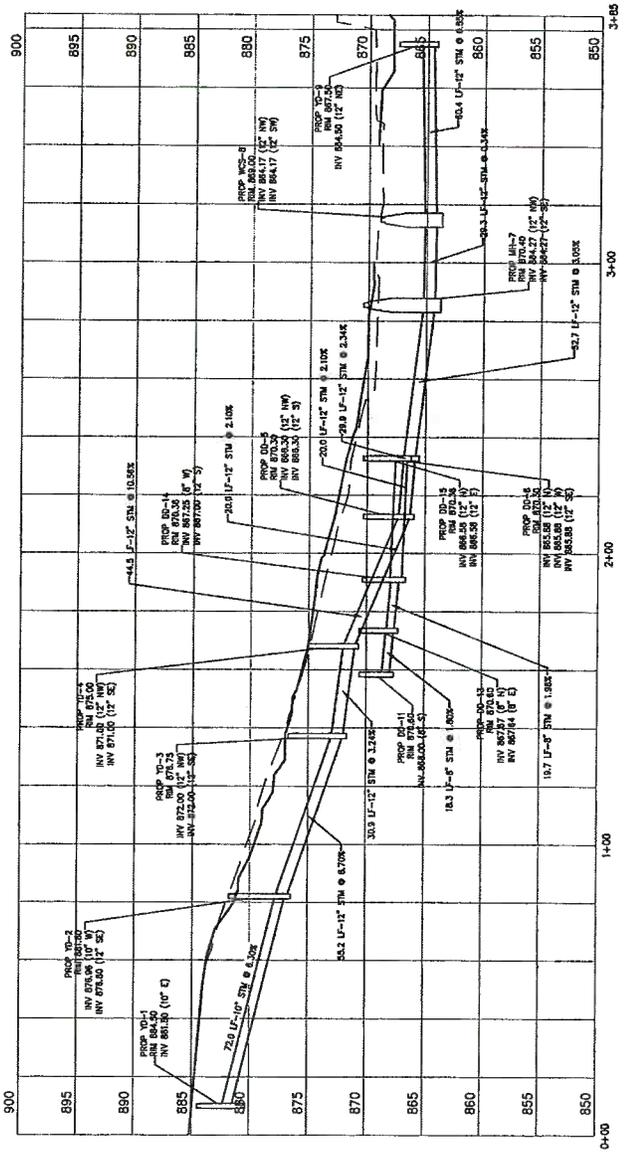
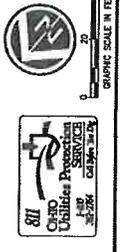


1 DECK DRAIN  
 NOT TO SCALE

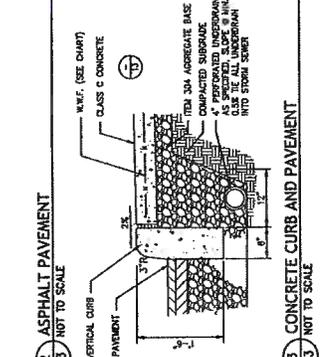
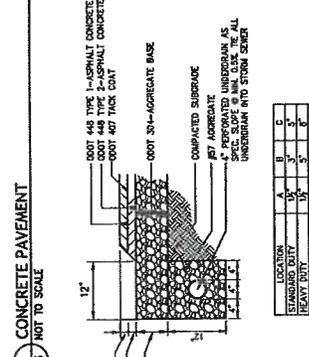
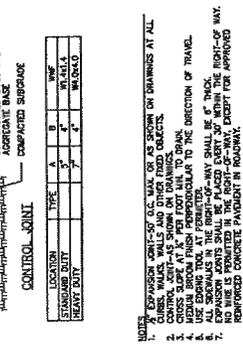
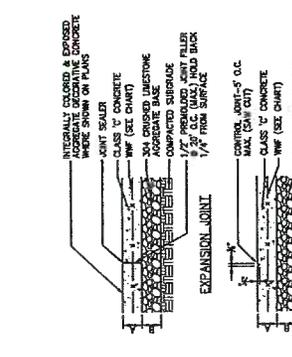
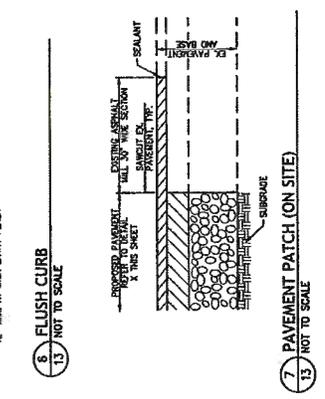
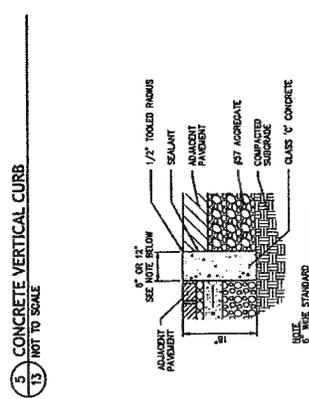
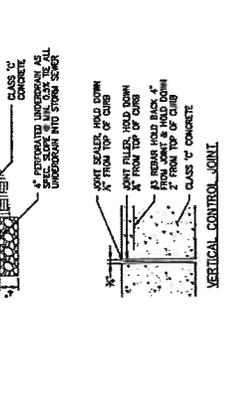
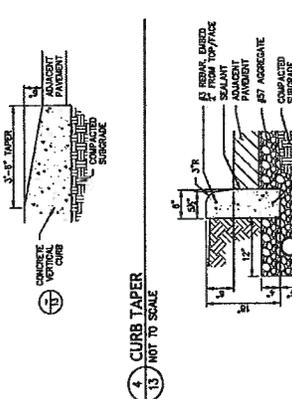
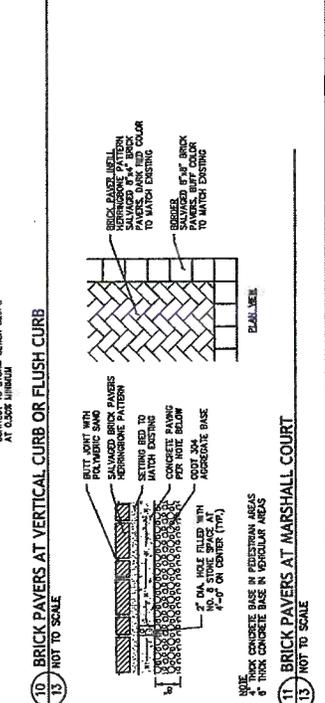
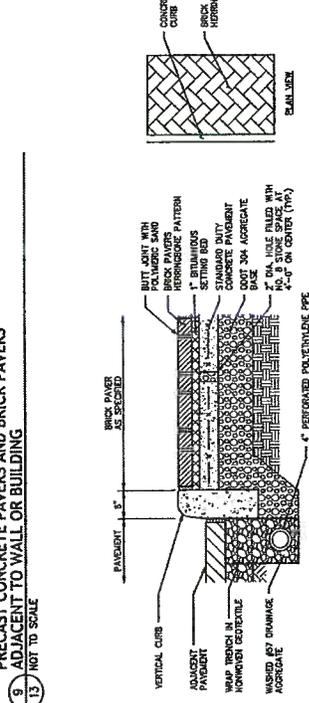
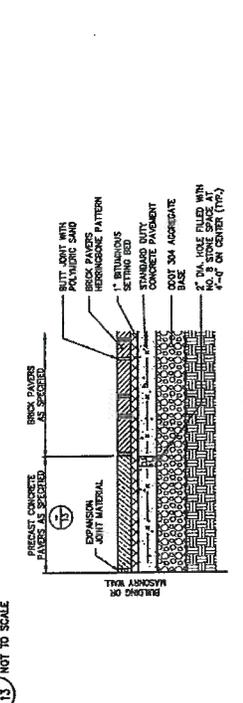
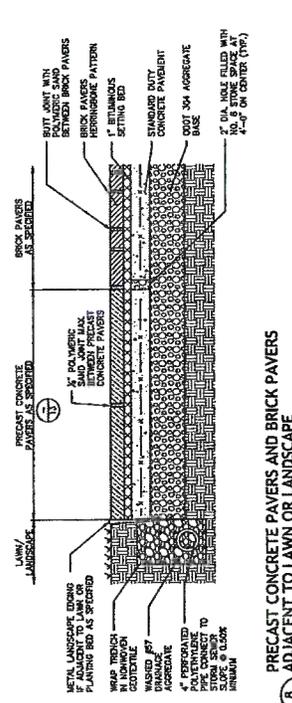


2 YARD DRAIN (NYLOPLAST)  
 NOT TO SCALE

3 OUTLET CONTROL STRUCTURE  
 NOT TO SCALE



GRAPHIC SCALE IN FEET  
 0 10 20 30 40



**NOTES:**  
1. EXPANSION JOINTS SHALL BE 1/2" WIDE AND 1/4" DEEP. EXPANSION JOINTS SHALL BE 1/2" WIDE AND 1/4" DEEP. EXPANSION JOINTS SHALL BE 1/2" WIDE AND 1/4" DEEP.  
2. CURB, WALL, AND SEWER SHALL BE 1/2" WIDE AND 1/4" DEEP. CURB, WALL, AND SEWER SHALL BE 1/2" WIDE AND 1/4" DEEP. CURB, WALL, AND SEWER SHALL BE 1/2" WIDE AND 1/4" DEEP.  
3. CURB, WALL, AND SEWER SHALL BE 1/2" WIDE AND 1/4" DEEP. CURB, WALL, AND SEWER SHALL BE 1/2" WIDE AND 1/4" DEEP. CURB, WALL, AND SEWER SHALL BE 1/2" WIDE AND 1/4" DEEP.  
4. USE EDGING TOOL AT FURNISHED.  
5. ALL SPALLS TO BE REPAIRED WITH MATCHING PAVEMENT. ALL SPALLS TO BE REPAIRED WITH MATCHING PAVEMENT. ALL SPALLS TO BE REPAIRED WITH MATCHING PAVEMENT.  
6. NO REINFORCING SHALL BE REQUIRED IN THE RIGHT-OF-WAY, EXCEPT FOR APPROVED REINFORCED CONCRETE PAVEMENT IN ROADWAY.

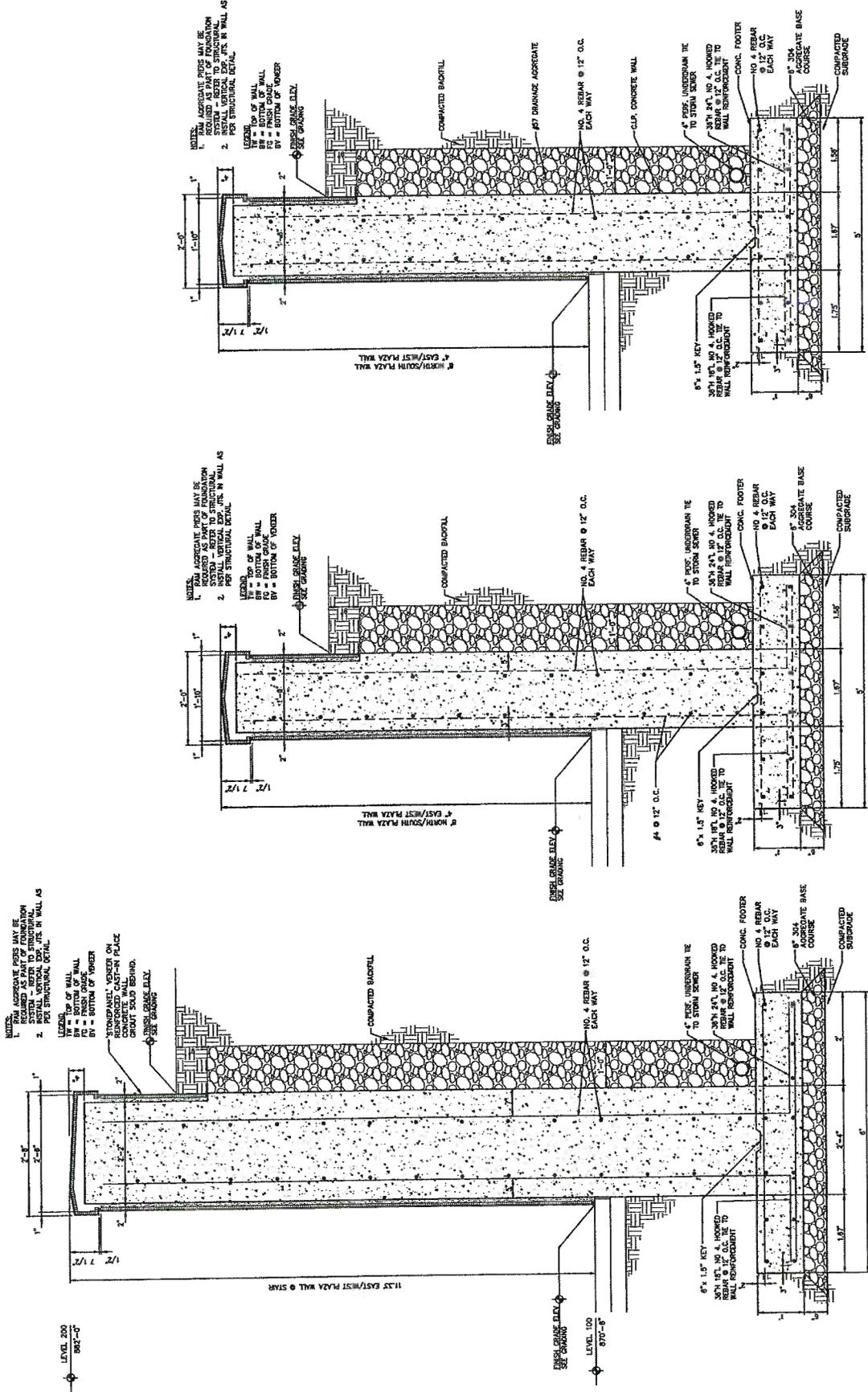




**DELAWARE COUNTY COURTHOUSE**  
 NOT FOR CONSTRUCTION  
 FOR ZONING APPROVAL

**SITE CONSTRUCTION**  
 DETAILS -  
 MISCELLANEOUS

|                 |           |
|-----------------|-----------|
| DATE            | SCALE     |
| REVISIONS       | SEE SHEET |
| DRAWING NUMBER  |           |
| <b>15 OF 17</b> |           |



**1 MASONRY WALL - TYPE A**  
 15 / NOT TO SCALE

**2 MASONRY WALL - TYPE B**  
 15 / NOT TO SCALE

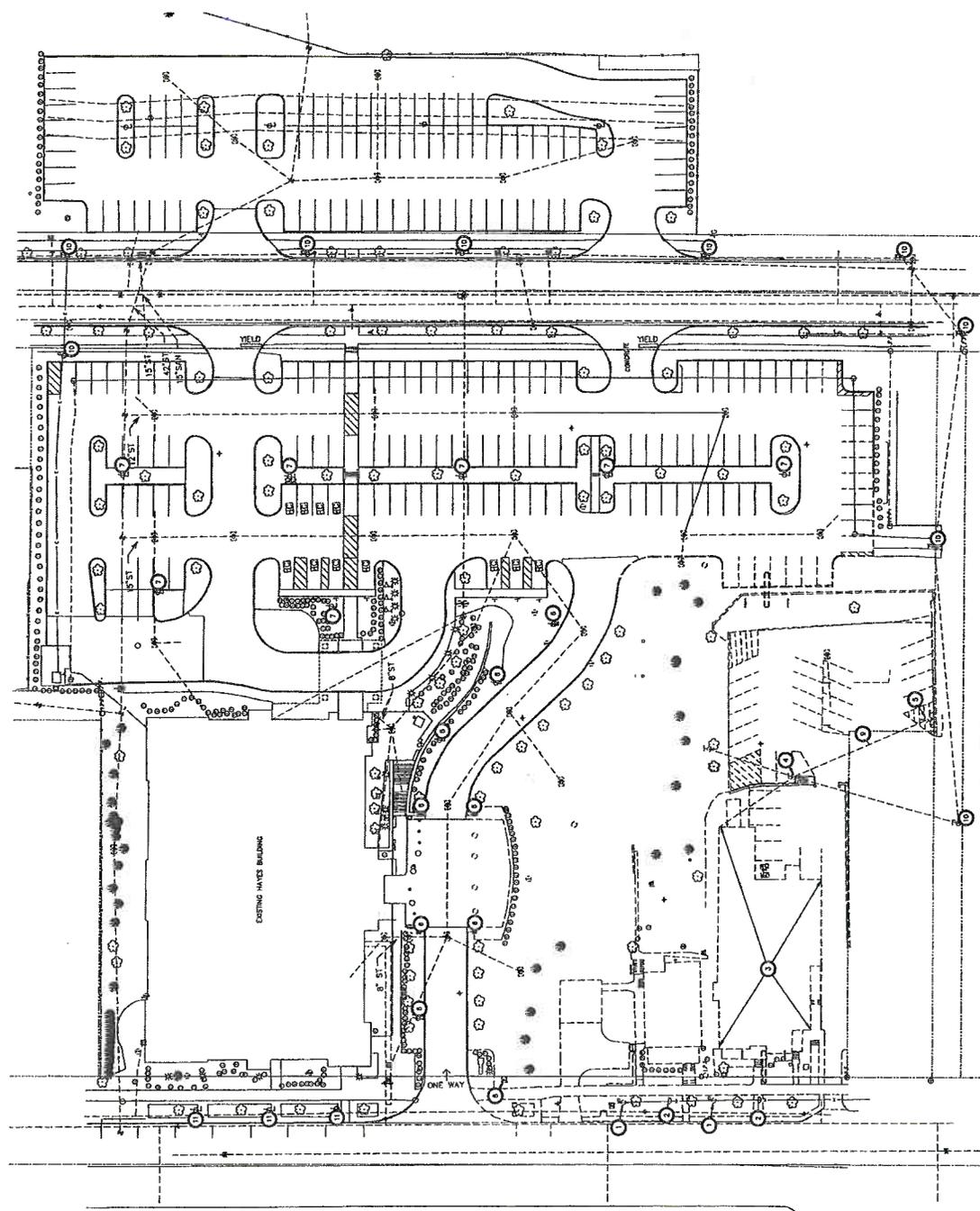
**3 MASONRY WALL - TYPE C**  
 15 / NOT TO SCALE







- CODED NOTES**
- ELECTRICAL UTILITY POLE TO BE REMOVED BY UTILITY.
  - OVERHEAD ELECTRIC LINES TO BE REMOVED BY UTILITY.
  - EXISTING BUILDING TO BE DEMOLISHED. DISCONNECT ELECTRICAL SERVICE AND REMOVE ALL ELECTRICAL SERVICE WITH UTILITY.
  - EXISTING LIGHT POLE TO BE REMOVED.
  - RETURN METERS TO UTILITY.
  - REMOVE LIGHT POLE WITH CONDUIT AND UTILITY METER TO BE REMOVED.
  - EXISTING POST-TOP LIGHT POLE TO REMAIN.
  - EXISTING AREA LIGHT POLE TO REMAIN.
  - EXISTING HANGHOLE FOR COUNTY FIBER LINES TO REMAIN.
  - EXISTING OVERHEAD WIRING TO BE REMOVED.
  - EXISTING UTILITY POLE TO REMAIN.
  - EXISTING STREETSCAPE LIGHT POLE TO REMAIN.



SILING ASSOCIATES, INC. - ARCHITECTS PLANNERS - ENGINEERS  
 1000 COMMONWEALTH AVENUE, SUITE 200  
 CHARLESTON, WEST VIRGINIA 25301-1727



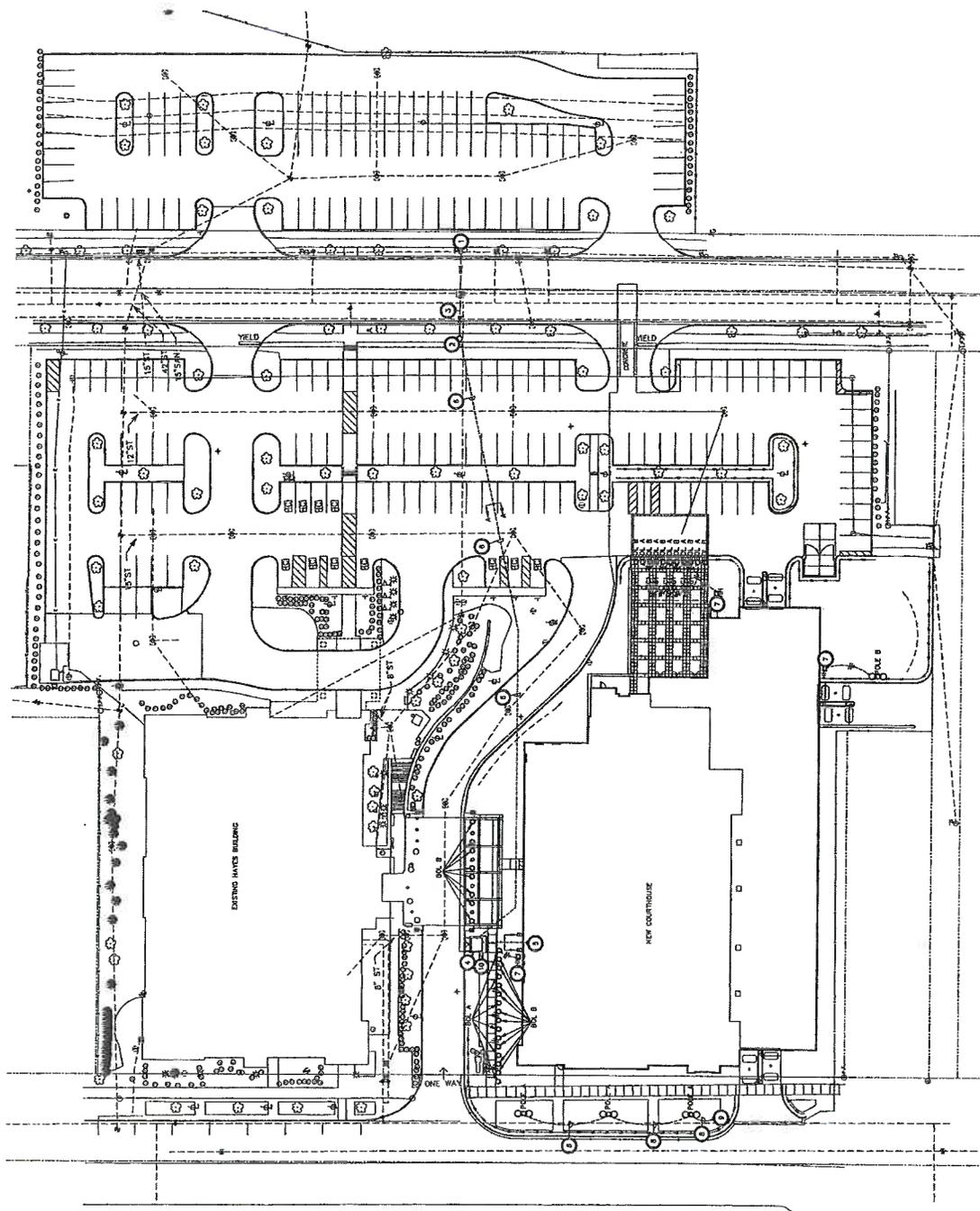
DELAWARE COUNTY COURTHOUSE  
 ZONING REVIEW PLANS - NOT FOR CONSTRUCTION

DEMOLITION - SITE PLAN - ELECTRICAL

REVISED  
 DATE 08.07.13  
 SCALE AS NOTED  
 DRAWING NUMBER ES.2

CALL TWO WORKING DAYS BEFORE YOU DIG  
 800-368-2764  
 800-368-2764  
 218-744-5191  
 MISSOURI STATE CALL CENTER

- CODED NOTES**
- EXISTING UTILITY POLE.
  - NEW UTILITY POLE BY UTILITY. COORDINATE EXACT LOCATION WITH UTILITY.
  - NEW OVERHEAD ELECTRIC BY UTILITY.
  - APPROXIMATE LOCATION OF NEW FAC-MOUNTED TRANSFORMER.
  - TO MAIN WAREHOUSE.
  - SUB-CITY PAYMENT OF PROVISIONAL BOND (HEREY PAYMENT FOR DUCT BANK INSTALLATION).
  - COIL AIR CAP CONDUCTORS WAREHOUSE MAINWALL FOR FUTURE EXTENSION.
  - CONNECT AND WIRING PER CITY SPEC.
  - CONNECT TO CITY STREETWIDE LIGHTING CIRCUIT.
  - TRANSFORMER CONCRETE PAD.



**NEW WORK - SITE PLAN - ELECTRICAL**

SCALE: 1" = 20'

N

SILLING ASSOCIATES, INC. - ARCHITECTS, PLANNERS -  
 400 CENTRAL STREET - SUITE 100 - WILMINGTON, DE 19801-1727  
 PHONE: 302-478-1100 FAX: 302-478-1101



DELAWARE COUNTY COURTHOUSE  
 ZONING REVIEW PLANS - NOT FOR CONSTRUCTION

NEW WORK - SITE PLAN -  
 ELECTRICAL SHEET TITLE

REVISIONS

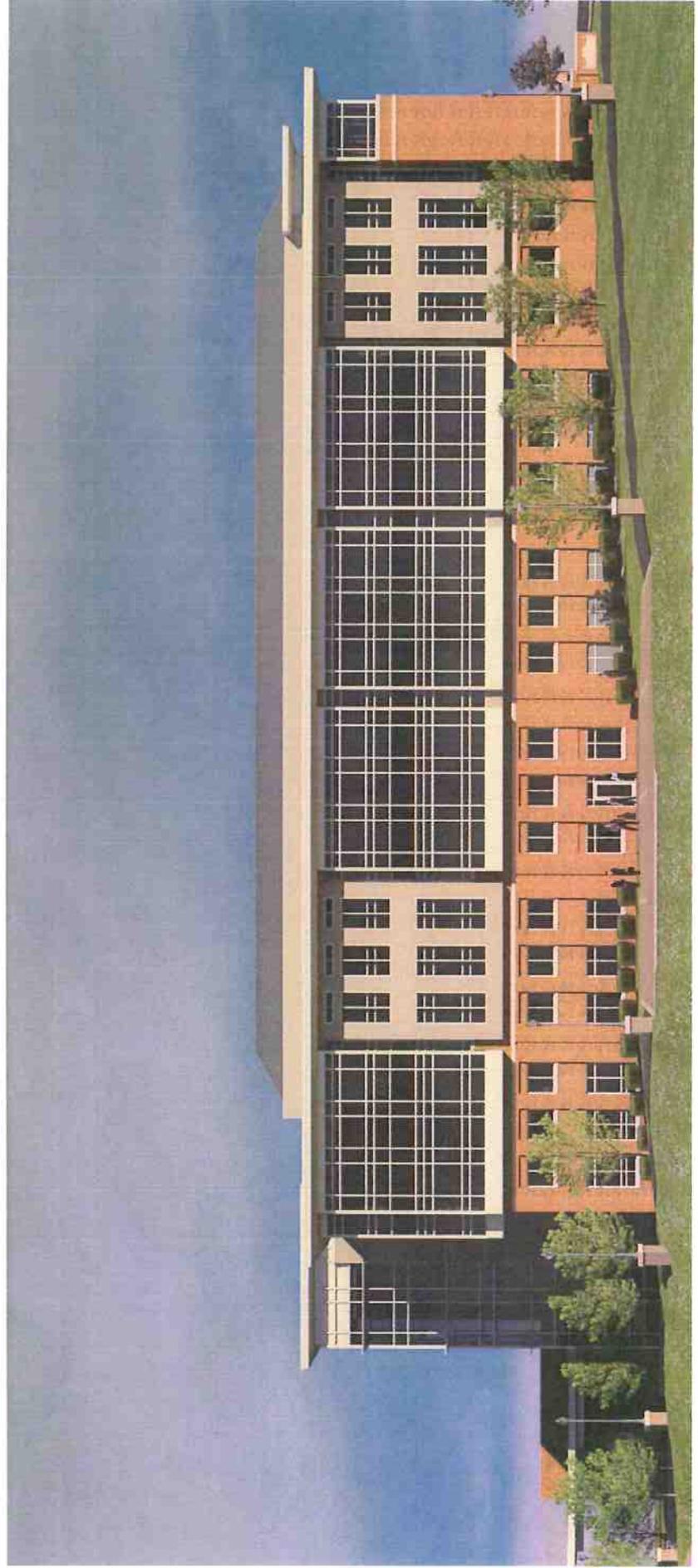
| DATE     | SCALE | AS NOTED |
|----------|-------|----------|
| 08/07/15 |       |          |

DRAWING NUMBER  
**ES-3**

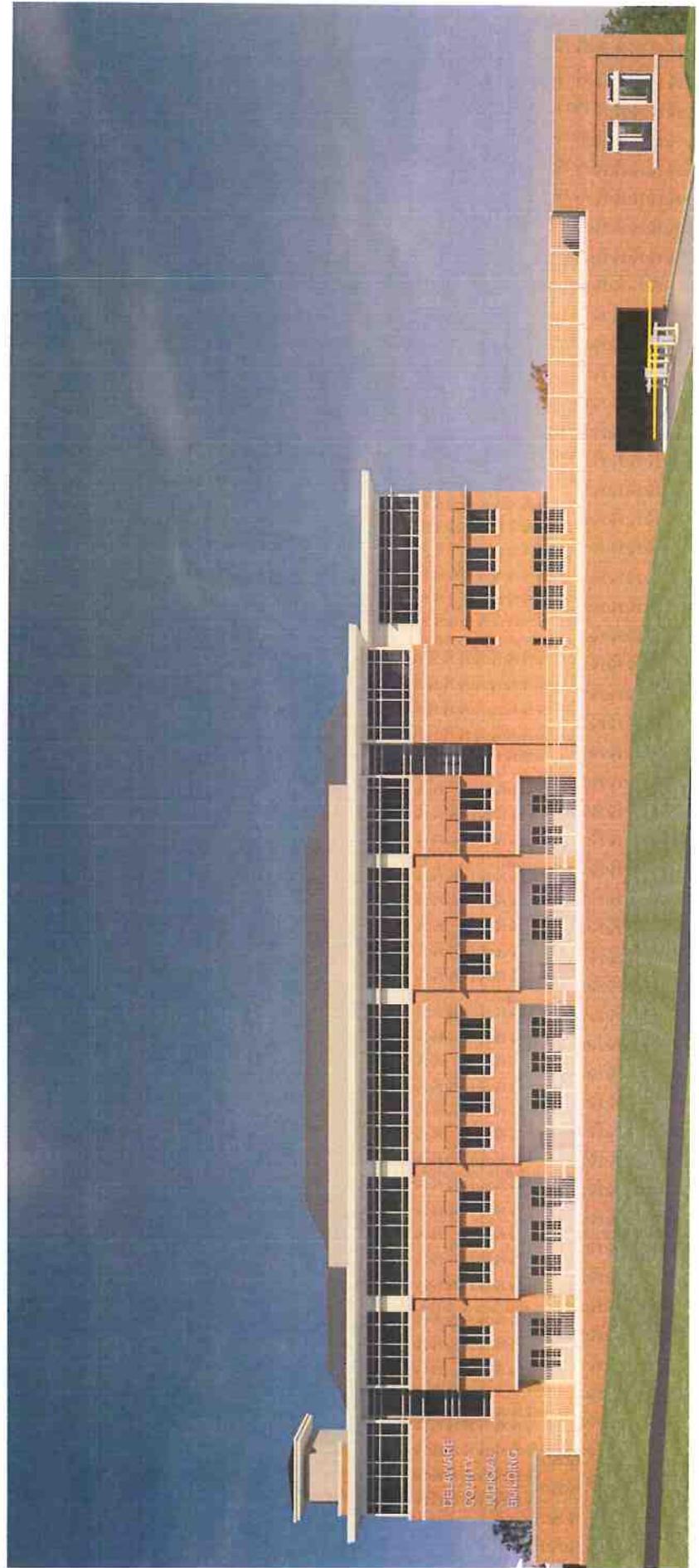
CALL FOR PERMITS AND ELECTRICAL PERMITS. ALL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION. PERMITS MUST CALL DIRECTLY.

# DELAWARE COUNTY COURTHOUSE

ORTH ELEVATION



**DELAWARE COUNTY COURTHOUSE**  
**OUTH ELEVATION**

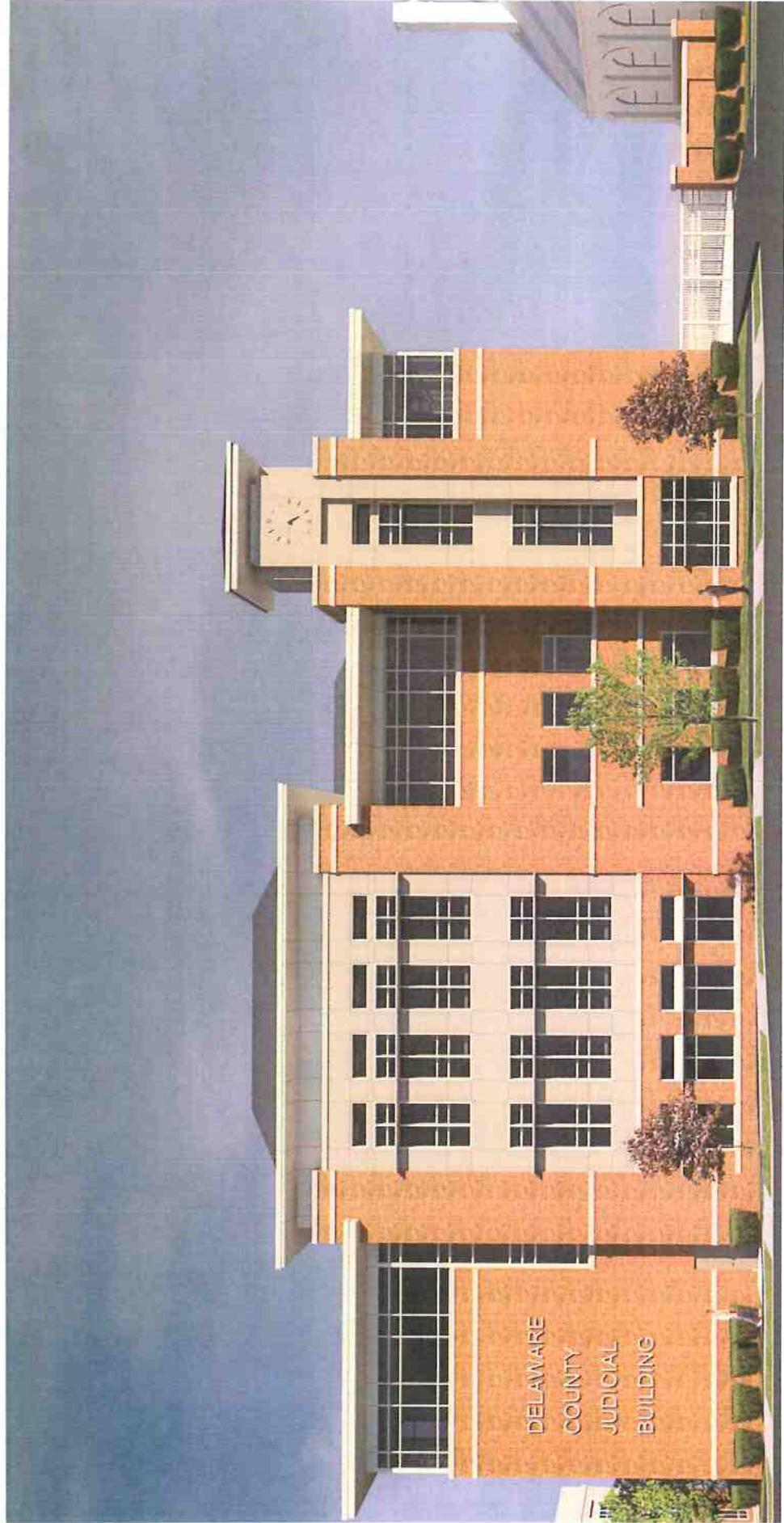


**DELAWARE COUNTY COURTHOUSE**  
WEST ELEVATION



# DELAWARE COUNTY COURTHOUSE

WEST ELEVATION





## FACT SHEET

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AGENDA ITEM NO: 16

DATE: 9/14/15

ORDINANCE NO: 15-95

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING:NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR A NEW COUNTY COURTHOUSE LOCATED AT 110 NORTH SANDUSKY STREET JUST SOUTH OF THE HAYES BUILDNG ON APPROXIMATELY 1.99 ACRES AND ZONED B-2 (CENTRAL BUSINESS DISTRICT) WITH TEXT LIMITATIONS.

**BACKGROUND:**

The proposed New County Courthouse Building requires several approvals from various commissions to achieve compliance with the City development process. In November 2012, the Historic Preservation Commission approved the demolition of the Leffler House at 116 North Sandusky Street and in January 2014 City Council (Ordinance 14-51) approved the demolition of the Elks Building at 110 North Sandusky Street which are both County owned buildings on parcels that would encompass the proposed new building. In July 2015, HPC approve a Certificate of Appropriateness for building design and materials for the proposed New County Courthouse. Now the applicant is requesting a Rezoning, a Combined Preliminary and Final Development Plan and Street Vacation to complete the zoning approvals for the subject development.

The County is proposing a five story 92,145 square foot building (bottom two levels are garages while the top three levels are offices) on the four subject

parcels that encompasses 1.99 acres and is located just south of the Hayes Building on North Sandusky Street. The Elks Building, Leffler garage and all other structures and appurtenances on the subject site would be razed in this application. Because the grade of the site slopes from west to east, the building elevation from North Sandusky Street would be a three story elevation while the elevation from North Union Street would be a five story elevation. The main entrance would be on the west elevation that is preceded with a main entry plaza with pavers and decorative pavement framed by benches on the north and south sides of the plaza. The first and second levels would be allocated for parking garages. The upper three levels of the building are slated to house the offices and courtrooms of the Delaware County Common Pleas Court, the Delaware County Clerk of Courts Office, the Delaware County Prosecutor's Office, Adult Court Services, and Adult Probation Authority. Each elevation of the brick, cast-stone, and glass facility has its own set of unique features, such as a clock tower on the west and a glass-enclosed stairwell on the east. However, the overall appearance of the facility mimics the architecture of the adjacent Hayes Building to its north, while blending with the surrounding historic Italianate architectural style of the residential neighborhood, as well as late 1800/early 1900 institutional buildings. In addition, site work would include reconstructing the parking lot just east of the building at the Union Street main entrance while installing a new main entry plaza and constructing a new plaza on the north side of the building adjacent to Marshall Court and the Hayes Building. The applicant is planning to initiate site work this fall and start construction of the building in Spring 2016.

**REASON WHY LEGISLATION IS NEEDED:**

N/A

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on September 2, 2015.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

N/A

ORDINANCE NO. 15-95

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR A NEW COUNTY COURTHOUSE LOCATED AT 110 NORTH SANDUSKY STREET JUST SOUTH OF THE HAYES BUILDNG ON APPROXIMATELY 1.99 ACRES AND ZONED B-2 (CENTRAL BUSINESS DISTRICT) WITH TEXT LIMITATIONS.

WHEREAS, the Planning Commission at its meeting of September 2, 2015, recommended approval of a Combined Preliminary and Final Development Plan for the Delaware County Board of Commissioners for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres and zoned B-2 (Central Business District) (PC 2015-1551), and

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

SECTION 1. That the Combined Preliminary and Final Development Plan for the Delaware County Board of Commissioners for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres and zoned B-2 (Central Business District), is hereby confirmed, approved, and accepted, with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The applicant shall be responsible for any improvements and/or financial obligations of the traffic impact study per the City Engineer.
3. The requested one way eastbound alley just south of the site shall be determined by City Council after the Parking and Safety Committee hears the case and makes a recommendation.
4. The requested elimination of the existing on street parking (approximately 150 feet north of the parking deck curb cut on North Sandusky Street) in front of the proposed County Courthouse to create an approximate 40 foot clear zone of defensible space to ensure compliance with federal judicial

security regulations shall be determined by City Council after the Parking and Safety Committee hears the case and makes a recommendation.

5. The applicant shall submit all building elevations along with material and color samples for all building materials for staff review and approval prior to building permit approval.
6. Any tree removal shall comply with Chapter 1168 Tree Preservation Regulations along with the approved development text.
7. Any landscape plans shall be submitted, reviewed and approved by the Shade Tree Commission.
8. Any lighting plan shall be submitted, reviewed and approved by the Chief Building Official.
9. The subject parcels shall be consolidated to achieve zoning and building compliance prior to final building occupancy permit.

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



## FACT SHEET

---

AGENDA ITEM NO: 17

DATE: 9/14/15

ORDINANCE NO: 15-96

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: **YES**  
**September 28, 2015 at 7:30 p.m.**

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE APPROVING A STREET VACATION FOR MARSHALL COURT RIGHT-OF-WAY AND RIGHT-OF-WAY ALONG THE SOUTHEASTERN PORTION OF THE SITE FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS NEW COUNTY COURTHOUSE LOCATED AT 110 NORTH SANDUSKY STREET JUST SOUTH OF THE HAYES BUILDING ON APPROXIMATELY 1.99 ACRES AND ZONED B-2 (CENTRAL BUSINESS DISTRICT) WITH TEXT LIMITATIONS.

**BACKGROUND:**

The Marshall Court right-of-way, located just north of the proposed County Courthouse parcels and just south of the Hayes Building, was never vacated in the Hayes Building development approvals in 2000. Also, right-of-way that protrudes into the proposed reconstructed parking lot along the southeastern portion of the site should be vacated adjacent to the County owned property. The existing parking lot along the alley is privately owned and the adjacent right-of-way that extends to the alley should remain in this application. All the above mentioned right-of-way shall be vacated to ensure fee simple ownership of the parcels by the County and also the parcels should be split and/or consolidated appropriately based on how the County wants to identify ownership of the subject two buildings.

**REASON WHY LEGISLATION IS NEEDED:**

N/A

**COMMITTEE RECOMMENDATION:**

Planning Commission approved this case 7-0 on September 2, 2015.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as submitted with the documented conditions.

**ATTACHMENT(S)**

N/A

ORDINANCE NO. 15-96

AN ORDINANCE APPROVING A STREET VACATION FOR MARSHALL COURT RIGHT-OF-WAY AND RIGHT-OF-WAY ALONG THE SOUTHEASTERN PORTION OF THE SITE FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS NEW COUNTY COURTHOUSE LOCATED AT 110 NORTH SANDUSKY STREET JUST SOUTH OF THE HAYES BUILDING ON APPROXIMATELY 1.99 ACRES AND ZONED B-2 (CENTRAL BUSINESS DISTRICT) WITH TEXT LIMITATIONS.

WHEREAS, the Planning Commission at its meeting of September 2, 2015, recommended approval of a Street Vacation for Marshall Court Right-of-Way and Right-of-Way along the southeastern portion of the site for the Delaware County Board of Commissioners for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres and zoned B-2 (Central Business District) (PC 2015-1552), and

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

SECTION 1. That the Street Vacation for Marshall Court Right-of-Way and Right-of-Way along the southeastern portion of the site for the Delaware County Board of Commissioners for a New County Courthouse located at 110 North Sandusky Street just south of the Hayes Building on approximately 1.99 acres and zoned B-2 (Central Business District), is hereby confirmed, approved, and accepted, with the following conditions that:

1. The subject Marshall Court right-of-way shall be vacated prior to final building occupancy permit.
2. The right-of-way along the southeastern portion of the site adjacent to county owned property shall be vacated prior to final building occupancy permit.

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



## FACT SHEET

---

AGENDA ITEM NO: 18

DATE: 9/14/15

ORDINANCE NO: 15-97

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Brad Stanton, Public Utilities Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR CYANOTOXIN TESTING EQUIPMENT AT THE WATER TREATMENT PLANT.

**BACKGROUND:**

The OEPA has made available funds to address harmful algae blooms (cyanobacteria). The funds are to enhance drinking water testing for the purchase of equipment, supplies and training for analysis of bacteria and toxins associated with harmful algae blooms.

**REASON WHY LEGISLATION IS NEEDED:**

The City applied for the grant on August 11, 2015 and received the grant award notification on August 19, 2015. The City Manager is required to accept the grant by OEPA for the full cost of the testing equipment and therefore City Council approval is necessary for authorization of the City Manager to accept the grant.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

Water Fund – Water Treatment Division

Lab Supply  
\$30,000

Reimbursement payment request from OEPA for the testing equipment can be submitted within six months from the grant award letter date.

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Brad Stanton, Public Utilities Director

**RECOMMENDATION:**

Approved

**ATTACHMENT(S)**

OEPA grant award agreement

Pictures of equipment to be purchased

ORDINANCE NO. 15-97

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR CYANOTOXIN TESTING EQUIPMENT AT THE WATER TREATMENT PLANT.

WHEREAS, the OEPA provides financial grants for water quality cyanotoxin testing equipment in the State of Ohio.

WHEREAS, the City of Delaware applied for and upon approval by City Council accepts the OEPA cyanotoxin testing equipment and

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

SECTION 1. The City Manager is hereby authorized to accept an OEPA Grant for the purchase of cyanotoxin testing equipment at the City's Water Treatment Plant.

SECTION 2. The City Manager is further authorized to enter into any agreement as may be necessary and appropriate to obtaining this financial assistance.

SECTION 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:

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

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

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

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

\_\_\_\_\_  
MAYOR



John R. Kasich, Governor  
Mary Taylor, Lt. Governor  
Craig W. Butler, Director

August 19, 2015

Re: Delaware County  
City of Delaware  
PWSID: OH2100311  
HABG-14-048

City of Delaware  
Attn: Mr. Brad Stanton  
3080 US Route 23 North  
Delaware, Ohio 43015

Dear Mr. Stanton:

The Division of Drinking and Ground Water (DDAGW) is pleased to inform you that your application for the Cyanotoxin Testing Equipment Grant has been reviewed and has been determined to be eligible for funding. Please find enclosed the grant agreement. This grant agreement must be signed by you and returned to us prior to disbursement of any grant funds.

If you have any questions, please contact me at 614-752-9725.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan K. Schell". The signature is fluid and cursive.

Susan K. Schell, Manager  
Engineering, Loans and Operations Section  
Division of Drinking and Ground Waters

Enclosure

**OHIO ENVIRONMENTAL PROTECTION AGENCY  
Cyanotoxin Equipment GRANT AGREEMENT  
SFY 2015**

THIS Agreement is effective on the date when the last required signature is affixed hereto. This Agreement is entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the "Ohio EPA" or "Grantor," and the City of Delaware, hereinafter referred to as the "Grantee." This Agreement is made to administer the Ohio EPA Grant Award for the Grant Project submitted for funding by the Grantee assigned grant number **HABG-14-048**.

**WHEREAS**, Ohio EPA desires to award a grant to the Grantee; and

**WHEREAS**, the Grantee desires to perform and complete such work, activities, and requirements as prescribed in the approved application and in this Agreement by Grantor;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements set forth herein, the parties hereby agree as follows:

**ARTICLE I: CONTACT AND COORDINATION AND NATURE OF RELATIONSHIP**

- 1.1 **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- 1.2 **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- 1.3 **(Grantee's Authorizing Agent)** The Grantee's "Authorizing Agent" shall be the person who executes this Agreement on behalf of the Grantee. If the Grantee's Authorizing Agent wishes to communicate with the Grantor, such communication must be with the DDAGW Chief or his/her designee.
- 1.4 **(Grantor's Authorizing Agent)** The Grantor's "Authorizing Agent" shall be the Director or his/her delegated signatory who executes this Agreement on behalf of Ohio EPA.

- 1.5 **(Signatory Authority)** If the Grantee wishes to delegate signatory authority to a representative, written confirmation of the delegation shall be sent to the DDAGW Chief.
- 1.6 **(Reliance on Grantee's Representation)** Grantor enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee warrants that it does possess the necessary expertise and experience. Further, Grantee agrees and represents that all persons involved in Grantee's performance of work under this Agreement are properly qualified, trained and competent, and possess the required licenses, permits, certifications, and registrations necessary to lawfully provide the services.
- 1.7 **(Grantee Responsible)** Grantee shall be responsible for the performance of the requirements under this Agreement and Grantor shall not hire, supervise, or pay any assistants of Grantee in Grantee's performance under this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee. Grantor retains the right to ensure that Grantee's work is in conformity with the terms and conditions of this Agreement.
- 1.8 **(Grantee's Independence)** It is fully understood and agreed that the Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents or employees of the State of Ohio. Grantee acknowledges and agrees any individual providing services under this Agreement is not a public employee for purposes of Ohio Revised Code ("ORC") Chapter 145.
- 1.9 **(Reimbursement/Confidentiality)** In the event of a termination of this Agreement by Grantor, Grantee shall be compensated in accordance with the Termination of Grantee's Services article of this Agreement. The provisions of this Agreement relating to "confidentiality", if any, shall remain binding upon Grantee in the event of termination.
- 1.10 **(Grantee Responsible for Business Expenses)** Grantee shall be responsible for all of Grantee's business expenses, including, but not limited to, computers, internet access, software, phone services, required licenses and permits, employees' wages, salaries and benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 1.11 **(Neither Party May Bind Other)** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

- 1.12 **(Compliance with ORC)** It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC Sections 3517.13 or 127.16, or Chapter 102.

## **ARTICLE II: SCOPE OF WORK**

- 2.1 **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; 2) the work, activities, and requirements set forth in the Grant Application, which is attached hereto and labeled "**Exhibit A**"; Exhibit A is hereby made a part of this Agreement and incorporated herein by reference as if fully rewritten.
- 2.2 **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit A**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit A). If the Grantee desires to modify the Budget, the Grantee may only do so in accordance with the terms of Article XIX of this Agreement.
- 2.3 **(Fiscal and Activity Reports)** The Grantee shall provide Grantor with fiscal and activity reports in accordance with the terms set forth in Article VIII of this Agreement.

## **ARTICLE III: TIME OF PERFORMANCE**

- 3.1 **(Term of Agreement)** The parties agree that this Agreement is effective on the date when the last required signature is affixed hereto and runs through the date Grantor issues a written letter of closure, except that the Grantee agrees to retain fiscal records according to Article VII.
- 3.2 **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within six (6) months from said date when reimbursement is requested by the grantee for the equipment, supplies and training acquisition. The Project Period may not be extended without the express agreement of the parties through a written request of the Grantee and the written approval of the Grantor.

## **ARTICLE IV: AWARD PAYMENTS AND EXPENDITURES**

- 4.1 **(Award Amount)** Grantor hereby awards a grant amount not to exceed **\$30,000.00** to the Grantee.

- 4.2 **(Payments)** The payment(s) to the Grantee will be on a reimbursement basis. The Grantee shall submit payment requests on a form provided by Grantor, with copies of supporting documents including invoices, after costs are incurred. The amount of the payment request shall be equal to the costs incurred. Reimbursement payment requests may be submitted within six (6) months from the grant award letter date unless a written time extension has been awarded by Grantor to the Grantee.
- 4.3 **(Satisfactory Performance)** The parties understand and agree that all payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
- 4.4 **(Expenditures Incurred Prior to Effective Date of Agreement)** The Grantee may not utilize any funds granted under this Agreement for payment of expenses or debts incurred prior to July 1, 2014.
- 4.5 **(No Reimbursement for Expenses)** The Grantee shall not be reimbursed for travel, lodging, or other expenses incurred in the performance of this Agreement. Grantee's award shall be limited to the amount specified in Article IV, Paragraph 4.1.
- 4.6 **(Prohibited Expenditures)** The Grantee may not use any funds granted under this Agreement for payment of: a) real estate acquisitions; b) capital improvements of permanent structures; c) fund-raising or membership drives; d) political campaigning for elective office or political candidates; e) legislative lobbying before a legislative body or administrative agency; f) grants or scholarships; g) food or beverage; h) indirect or overhead charges (all costs must be directly attributed to the procurement of the equipment identified in the grant application).
- 4.7 **(Payment of Debts)** The Grantee assumes full responsibility for the payment of all expenses or debts incurred in the performance of its obligations pursuant to this Agreement. Grantor and its employees and/or agents assume no responsibility for the payment of any expense or debt incurred by the Grantee.
- 4.8 **(Liability)** Grantor, its employees and/or agents shall not be liable for any damages or claims made by any party that result from the expenditure of funds for the purposes of the Grant Award.

#### **ARTICLE V: AVAILABILITY OF FUNDS**

- 5.1 **(Funds Available)** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until Grantor gives the Grantee notice that such funds have been made available to Grantor from Grantor's funding source. If Grantor

should learn that funds are unavailable to meet its obligations set forth herein, Grantor shall use best efforts to promptly notify Grantee and this Agreement shall be deemed void *ab initio*.

## **ARTICLE VI: DISPUTES AND TERMINATION**

- 6.1 **(Dispute Regarding Duties Other than Payments)** Any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to this Agreement, or breach thereof, shall be resolved by the Director of Ohio EPA, after DDAGW's Chief has endeavored to resolve the dispute through discussions with the Grantee's Project Director.
- 6.2 **(Suspension/Termination)** As part of the resolution of any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to this Agreement, or breach thereof, the Grantor may immediately, with written notice to the Grantee, suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and/or require total or partial refund of payments made to the Grantee by Grantor or its agents, if it appears to the Grantor that 1) the Grantee has not substantially performed according to the terms of this Agreement; 2) the Grantee has not shown the ability to perform in the future; 3) the Grantee has violated federal or state laws or regulations; or 4) the effective performance of this Agreement is substantially endangered.
- 6.3 **(Cessation of Activities)** The Grantee, upon receipt of notice to suspend or terminate project operations, shall cease all work under this Agreement, shall take all necessary and appropriate steps to cease the incurring of debts, and shall furnish a report concerning the work performed to that date.
- 6.4 **(Grantee Waiver)** Grantee agrees to waive any right to, and shall make no claim for, additional funds against Grantor by reason of such suspension or termination.

## **ARTICLE VII: RECORD KEEPING**

- 7.1 **(Records Retention)** The Grantee agrees to keep full and complete documentation of all fiscal accounting on file for five years from the date the conditions of this Agreement are finalized. Documentation supporting fiscal accounting shall be filed in a manner allowing it to be readily located. Grantee shall maintain, in a manner consistent with generally accepted accounting procedures, auditable records of all financial records pertaining to this Agreement.
- 7.2 **(Separate Accounting)** The Grantee shall establish and maintain separate accounting records for the management of funds pursuant to this Agreement consistent with generally accepted accounting practices.

- 7.3 **(Supporting Records)** The Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records for such expenditures consistent with generally accepted accounting practices.
- 7.4 **(Access and Audit)** The Grantee shall provide Grantor with access to any and all financial records necessary to document the utilization of funds provided under this Grant within two (2) weeks following the Grantor 's written request for such access. DDAGW's Chief, or his/her designee, shall have the right to conduct a compliance audit of the Grantee's financial records of the Grant Project and to take such other action as is necessary to verify the accuracy of the amounts of compensation claimed by the Grantee hereunder.

#### **ARTICLE VIII: GRANTEE PROJECT REPORTS**

- 8.1 **(Closing Report)** A Closing Report shall describe all fiscal activities and all project activities and accomplishments covering the entire project period. The reports must be signed by two individuals, unless the parties agree otherwise. The reports may be signed by the Grantee's Project Director, Authorizing Agent and/or Fiscal Agent. These Closing Reports are due **when the documentation for reimbursement is submitted at the end of the Project Period.**

#### **ARTICLE IX: RELATED AGREEMENTS**

- 9.1 **(Grantee Remains Responsible)** An agreement between the Grantee and a third-party for goods and/or services related to the grant project shall not relieve the Grantee of any of its responsibility under the terms and conditions of this Agreement.
- 9.2 **(Grantee Shall Bind Subcontractors to Terms of This Agreement)** Grantee shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind Grantor to terms inconsistent with, or at variance from, this Agreement. In addition, the Grantee agrees not to allow the third party to spend money in a manner prohibited by this Agreement or the Grant Guidelines. For example, the Grantee agrees not to use Grantor's grant dollars to pay a third party any costs for contractual services. Upon request, Grantee shall furnish to Grantor a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of any subcontract, if any.

#### **ARTICLE X: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE**

- 10.1 **(No Acquisition of Interest)** In the performance of this Agreement, Grantee agrees that neither Grantee nor any personnel of Grantee shall, prior to the completion of the duties and obligations of this Agreement, acquire any interest, direct or indirect, that is incompatible or in conflict with the discharge and

fulfillment of Grantee's functions and responsibilities with respect to this Agreement.

- 10.2 **(Disclosure of Conflicting Interest)** Any person who has or acquires, whether voluntarily or involuntarily, an interest in contravention of paragraph 10.1 of this Article, shall immediately disclose such interest to the Grantor in writing. Thereafter, that person shall not participate in any action affecting the work under this Agreement, unless the Grantor shall determine that, in light of the interest disclosed, the person's participation in any such action would not be contrary to the public interest.
- 10.3 **(Compliance with Other Ohio Ethics and Conflicts of Interest Laws)** Grantee represents, warrants, and certifies that Grantee and all personnel of Grantee engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further represents, warrants, and certifies that Grantee and all personnel of Grantee are currently in compliance with, and will continue to adhere to, the requirements of these laws and will take no action inconsistent with such laws.

#### **ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT**

- 11.1 **(Nondiscrimination in Hiring)** Pursuant to ORC. Section 125.111, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor, will not discriminate, by reason of race, color, religion, sex, military status, age, disability as defined in ORC. Section 4112.01, national origin, or ancestry, against any citizen of this state in hiring of any person qualified and available to perform the work under this Agreement.
- 11.2 **(Nondiscrimination in Employment)** Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, military status, age, disability as defined in ORC Section 4112.01, national origin, or ancestry.
- 11.3 **(Affirmative Action)** If required by ORC Section 125.111 to have an affirmative action program, Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file an affirmative action verification form with the equal employment opportunity office of the Department of Administrative Services. (The form may be completed with an electronic filing through the Ohio Gateway, available at <http://www.business.ohio.gov/>.)
- 11.4 **(Compliance with Labor Laws)** Grantee represents, warrants, and certifies that Grantee, any subcontractor, and any person acting on behalf of Grantee or a

subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances governing fair labor and employment practices.

**ARTICLE XII: PURCHASING REQUIREMENTS; PROHIBITION AGAINST PERFORMANCE OF SERVICES OFFSHORE**

- 12.1 **(Purchase Ohio)** Pursuant to Executive Order 2008-12S, Grantee and subcontractors, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Agreement.
- 12.2 **(Purchase Minority, Diversity, and Equity)** Pursuant to Executive Order 2008-13S, Grantee and subcontractors, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) program vendors. EDGE program guidance may be found by accessing the following website: <http://www.das.ohio.gov/Eod/Edge/ProgOverview.pdf>, and a list of State-certified MBE businesses is at: <http://www.das.ohio.gov/Eod/EODMBEOff.htm>.
- 12.3 **(Grantee Will Abide By Executive Order 2011-12K/Offshore Services Prohibited)** Grantee affirms to have read and understands Executive Order No. 2011-12K (issued by Ohio Governor John Kasich) and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under the Agreement outside the United States. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Order is available at <http://www.governor.ohio.gov/Default.aspx?tabid=1495>.
- 12.4 **(Grantee Will Abide By Executive Order 2011-12K and Make Certain Disclosures)** Grantee also affirms, understands, and agrees to immediately notify Grantor of any changes or shift in the location(s) of services performed by Grantee or its subcontractors under this Agreement and no services shall be changed or shifted to a location(s) that is/are outside the United States.
- 12.5 **(Performance of Services Outside U.S. is Material Breach)** If Grantee or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services.
- A. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including, but not limited to, an

audit or a risk analysis, as a result of Grantee performing services outside the United States.

- B. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.
- C. Notwithstanding the State permitting a period of time to cure the breach or Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including, but not limited to, recovery of funds paid for services the Grantee performed outside of the United States.

### **ARTICLE XIII: RIGHTS IN MATERIALS AND COPYRIGHTS/PUBLIC USE**

- 13.1 **(Public Record)** The parties hereto understand and agree that it is the intent of the Grantor to make all materials submitted as a part of this project available to the public.
- 13.2 **(Right to Reproduce)** Grantor, its agents and employees reserve a royalty-free, nonexclusive, and irrevocable license and right to reproduce, distribute, or otherwise use, and to authorize others to use (in whole or in part) any report, data, or material prepared by Grantee pursuant to this Grant Agreement unless otherwise expressly prohibited by law (e.g., ORC Section 3345.14 for state colleges and universities.) No such documents or other materials produced (in whole or in part) with funds provided to Grantee by this Grant Agreement shall be subject to copyright by Grantee in the United States or any other country.

### **ARTICLE XIV: RESPONSIBILITY/DAMAGES**

- 14.1 **(Indemnity)** The Grantee agrees to indemnify and to hold the Grantor and the State of Ohio harmless from any and all claims for injury and damages arising from this Agreement that are attributable to the Grantee's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by the Grantee, or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Grantee shall bear all costs associated with defending the Grantor and the State of Ohio against any claims.
- 14.2 **(Responsibility)** Each party will be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own

negligence, tortious acts, or other conduct or are due to the negligence, tortious acts, or other conduct of that party's respective agents, officers, or employees.

- 14.3 **(No Special Damages)** In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

#### **ARTICLE XV: COMPLIANCE WITH LAWS**

- 15.1. **(Compliance With Other Laws.)** In addition to complying with the laws specifically referenced in this Grant Agreement, Grantee agrees to comply with all applicable federal, state, and local laws, not specifically referenced herein, in the performance of this Agreement. Grantee accepts full responsibility for payment of taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work required to fulfill its obligations under this Agreement.

#### **ARTICLE XVI: DRUG FREE WORKPLACE**

- 16.1 **(Drug-Free Workplace)** Grantee agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess alcohol, illegal drugs, or abuse prescription drugs in any way during the performance of this Agreement.

#### **ARTICLE XVII: CAMPAIGN CONTRIBUTIONS**

- 17.1 **(Campaign Contributions)** Grantee hereby certifies that all applicable parties listed in ORC Section 3517.13(I)(3) or (J)(3) are in full compliance with ORC Section 3517.13(I)(1) and (J)(1). The Grantee agrees not to use any funds received under this Agreement to support any political campaign for elective office or to support attempts to lobby legislation before a legislative body or administrative agency.

#### **ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER**

- 18.1 **(Entire Agreement)** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 18.2 **(Supersedence)** This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

- 18.3 **(No Continuing Waiver)** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

#### **ARTICLE XIX: MODIFICATION OF PROJECT BUDGET AND PROJECT ACTIVITIES**

- 19.1 **(Project Budget Modifications)** The Grantee may modify a budget line item, as contained in Exhibit A, with prior written approval of the Grantor, provided these modifications do not modify the project scope and do not increase the total project cost in excess of \$30,000.00. The Grantee shall provide the Grantor written notice of these changes and a revised budget in written form within thirty (30) days after the Grantee's determination that a revision to the budget is needed. Further, the Grantee shall maintain in its fiscal records documentation of all budget line item modifications.
- 19.2 **(Project Activity Modifications)** The Grantee may NOT modify the plan to procure the specific equipment, supplies and training as contained in Exhibit A, without prior written approval of the Grantor.

#### **ARTICLE XX: HEADINGS**

- 20.1 **(Headings)** The paragraph and article titles and headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

#### **ARTICLE XXI: SEVERABILITY**

- 21.1 **(Severability)** A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

#### **ARTICLE XXII: CONTROLLING LAW**

- 22.1 **(Governing Law)** This Agreement shall be interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

#### **ARTICLE XXIII: SUCCESSORS AND ASSIGNS**

- 23.1 **(Written Consent Required)** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Grantee without the prior written consent of the Grantor. Any attempted assignment or delegation not consented to may be deemed void by Grantor.

#### **ARTICLE XXIV: FINDINGS OF RECOVERY**

24.1 **(No Unresolved Findings of Recovery)** Grantee warrants that it is not subject to an “unresolved” finding for recovery under ORC Section 9.24. Grantee agrees that if Grantee is subject to an “unresolved” finding for recovery under ORC Section 9.24, this Agreement is void *ab initio* and Grantee shall immediately repay to the Grantor any funds paid under this Agreement.

#### **ARTICLE XXV: DEBARMENT**

25.1 Grantee represents and warrants that it is not barred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC Sections 153.02 or 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to Grantor any funds paid under this Agreement.

#### **ARTICLE XXVI: EXECUTION/EFFECTIVE DATE**

26.1 **(Full Execution Required)** This Agreement is not binding upon the parties unless executed in full.

26.2 **(Execution)** Two or more copies of this Agreement may be executed contemporaneously, each of which copy shall be deemed an original, but all of which together shall constitute one and the same instrument.

By signing the signature page, the Grantee assures and certifies that the specific information detailed in this Agreement, and Exhibit A (Grant Application) are current, accurate and complete.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

\_\_\_\_\_  
Signature of Grantee's Authorizing Agent

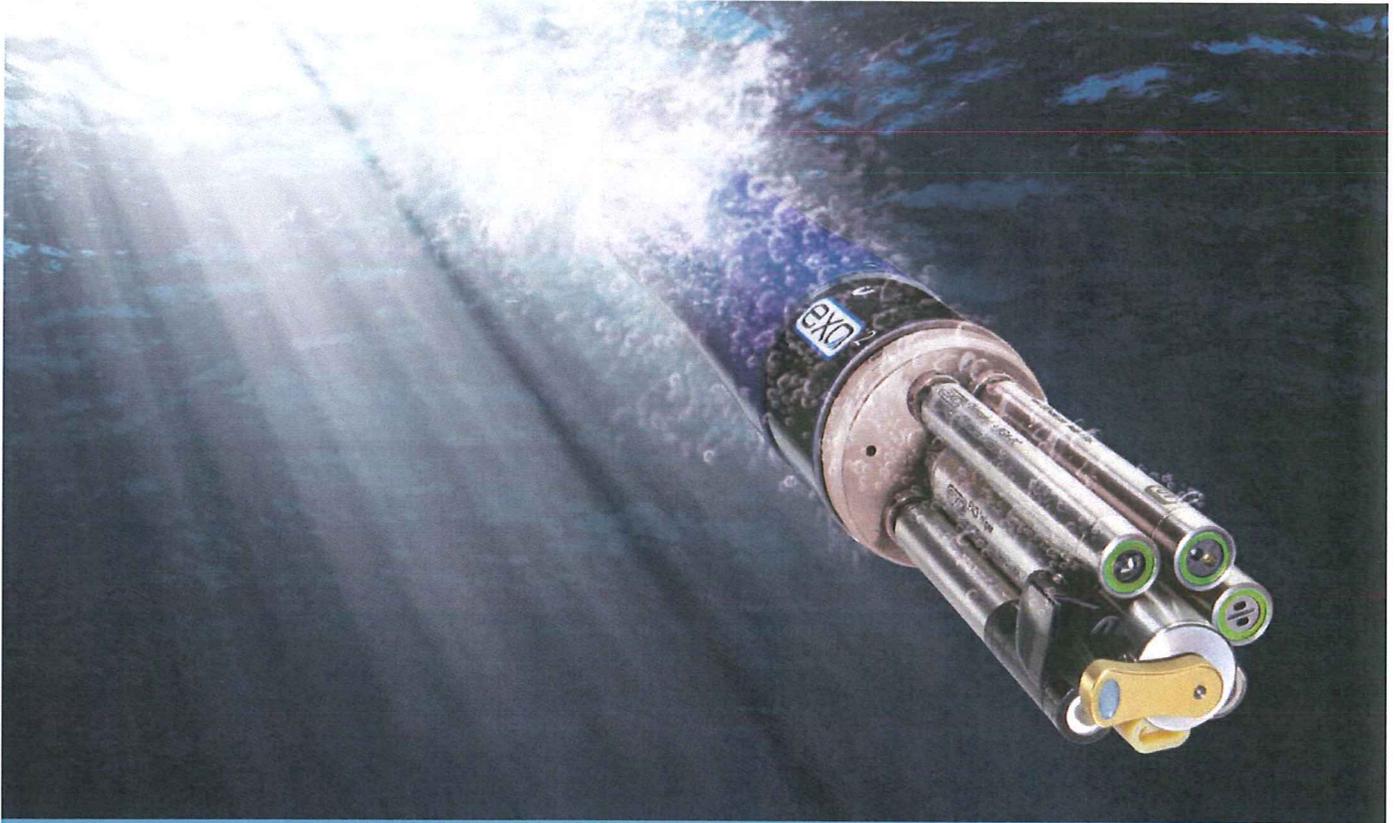
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorizing Agent  
(Please type or print)

\_\_\_\_\_  
Name of Organization  
(Please type or Print)

\_\_\_\_\_  
Craig W. Butler, Director, or Authorized Agent  
Ohio Environmental Protection Agency

\_\_\_\_\_  
Date



# EXO

ADVANCED WATER QUALITY MONITORING PLATFORM



a xylem brand

E102-04

# Breaking the sonde barrier.

EXO represents the intersection of the Environment and Observation and a new generation of monitoring technology.



## Features You'll Find Only with YSI:



**Smart QC**  
Automatically checks for faults and errors to ensure successful deployments



**Auto-recognition**  
and set-up of all sensors with background data routing



**Cable-free Operation**  
through the use of wireless communications



**Biofouling Protection**  
with copper-alloy components and anti-fouling wipers



**Assisted Calibration**  
Graphical KOR software speeds the calibration process while reducing reagent consumption



**Titanium Sensors**  
with sapphire glass and wet-mateable connectors



A smart, field-ready water monitoring platform. EXO offers a wide range of capabilities to those dedicated to monitoring natural aquatic environments such as oceans, estuaries, rivers, lakes, and ground water.

Inside the EXO platform you'll find innovations resulting in greater ruggedness, increased accuracy and improved ease-of-use in the collection and transmission of water quality data—cost-effective now and adaptable for the future.

Like you, our engineers and scientists have spent years in the field, deploying and using the products we make. That passion for producing the most advanced and reliable monitoring equipment is how we break the sonde barrier.



**No Training? No problem.**  
Unprecedented customer support with our on-demand series of Sonde training videos. Visit [EXO-University.com](http://EXO-University.com) to learn more.

# Water quality monitoring that's field-ready

EXO's welded titanium sensors and high impact lead-in bulk for high pressure and depths to 820 feet (250 meters)



## Surface Water & Ground Water Monitoring

Capturing accurate data in freshwater environments is easy with EXO.

EXO is ready to go with:

- Wireless communication to reduce the number of field cables
- Onboard diagnostics to mitigate set-up and configuration errors
- Improved power management and enhanced anti-fouling components to extend deployment times

### Quick and Easy Calibration

Complete calibration in less than 15 minutes using EXO's suite of smart sensors and intuitive KOR interface software. Sondes can now be turned around and redeployed in the timespan of a typical sample interval.

### Go Wireless

Set up, calibrate, and deploy your instrument without a single cable. No more trips to the field and discovering you don't have the right cables. The wireless handheld and sonde are the perfect pair.

### Reduce Biofouling

There's no escaping biofouling in underwater measurements. To keep it from interfering with data, EXO uses copper-alloy parts and anti-fouling wipers to prolong deployments and improve data accuracy.

### Smart Controls for Quality Data

Guided calibration and sensor feedback make EXO an extremely reliable water monitoring platform. Guided prompts and internal calibration logs not only speed up the calibration, but reduce the opportunity for errors.

### Smart Probes. Smart Ports.

Never worry a bad probe will compromise your data. Active port monitoring automatically detects sensors and, if damage to a sensor occurs, can shut down that port to prevent damage to the sonde or other sensors.

### Smart Sonde

Onboard monitoring systems automatically scan for configuration errors, monitor memory status, and verify sensor operation. Numerous onboard tests ensure successful deployments.

Calibrates multiple sensors simultaneously typically in 15 minutes; no cables required



# Expandable design that's network-ready

With a highly efficient power management platform, robust construction, and a choice of location, EXO sensors are the perfect choice for your next marine monitoring platform.

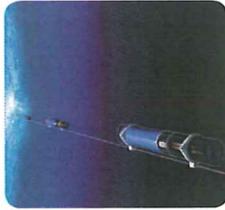


## Estuary & Ocean Monitoring: High-quality multisensor suite in small and durable package

In harsh conditions, EXO is a practical alternative to traditional CTDs with:

- The ability to integrate seamlessly with marine monitoring systems
- Quick and easy re-configuration and calibration
- Large suite of high-performance sensors, which eliminates individual cables and connectors

Combine traditional CTD sensing with additional sensors to create a powerful monitoring platform that integrates with remote monitoring platforms.



### Compact and Accurate

The EXO platform offers a completely new approach—highly accurate, quick-response sensors in a small, easy-to-deploy and easy-to-maintain package. Gone are large and complicated sensor arrangements requiring complex integration.

### Smart Probes

All EXO sensors have onboard memory and processing, allowing users to easily calibrate and configure sensors at one location and distribute to various field sites.

### Measurable Sensor Performance

A new metrology system specifically for EXO offers improved accuracy or conductivity and temperature sensors to better address oceanographic challenges.

### Monitor without Interruption

EXO's patented reinforced structure, welded Titanium tubes, improved power management, and stable sensor performance allow you to gather data for long periods of time and with fewer interruptions, even in the toughest conditions.

### Smart Ports

Wet-mateable connectors allow for swaps in wet conditions, while the smart ports shut down any excessive current draws to prevent damage.

### Self-Routing Sensors

Automatic routing enables a string of sondes to pass messages to individual probes. Anytime the configuration changes, the system automatically recognizes it. A "kick" allows any device to send alerts back up the chain.

## Enhance Data Collection with these EXO Components

**EXO Handheld**  
The EXO handheld provides an extremely durable, portable, weather-proof interface to the EXO sondes. The handheld uses a mobile version of the KOR interface software.

- Additional standard features:
- GPS
- Temperature-compensated barometer
- Backlit alphanumeric keypad
- Wet-mate wireless connector
- Bluetooth communication
- Color LED screen
- 2 GB of storage
- Rechargeable battery capable



- Anti-fouling Accessories**  
Extend deployment times and keep sensors clear of biofouling with:
- Anti-fouling wiper (EXO2)
  - Copper-alloy sensor guards
  - Copper mesh screen for conductivity-temperature sensor
  - Copper tape

**KOR Interface Software**  
The KOR software offers users the capability to easily manage, visualize, and organize large amounts of field data. KOR also provides an interface to the EXO products for fast calibration, configuration, QA/QC or data collection.

- New calibration processes for long-term monitoring
- Graphical user interface for quick data analysis
- Multiple languages



### Multiple Data Output Options

Sonde output is readable by YSI handheld instruments, interface software, and data telemetry modules. In addition to the cable (standard), these communication interfaces are also available:

**DCP Signal Output Adapter:**  
Wires into the end of the YSI field cable via flying leads and converts signal to RS-232 or SDI-12 for datalogger applications.

**USB Adapter:**  
Allows connections between an EXO sonde and a PC.

**Bluetooth Wireless Technology:**  
Enables communication between a sonde and a user in the lab and pre-deployment in the field.

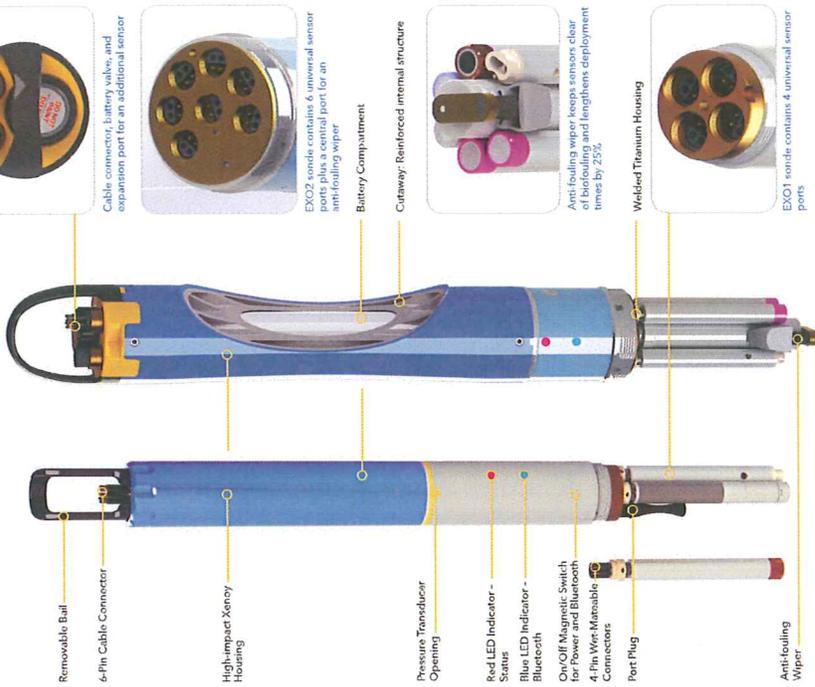


DCP Signal Output Adapter



USB Adapter

## Sondes: EXO1 EXO2



### Instrument Specifications\*

|                                             |                                                                                                                                                                                                                          |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EX01 Sonde</b>                           | 4 sensor ports<br>Peripheral port: 1 power communication port                                                                                                                                                            |
| <b>Ports</b>                                | Diameter: 4.70 cm (1.85 in)<br>Length: 64.77 cm (25.50 in)                                                                                                                                                               |
| <b>Size</b>                                 | 1.42 kg (3.15 lbs) with 4 probes, guard and batteries installed                                                                                                                                                          |
| <b>EX02 Sonde</b>                           | 7 sensor ports (6 ports available when central wiper used)<br>Peripheral ports: 1 power communication port, 1 auxiliary expansion port                                                                                   |
| <b>Ports</b>                                | Diameter: 7.62 cm (3.00 in)<br>Length: 71.10 cm (28.00 in)                                                                                                                                                               |
| <b>Size</b>                                 | 3.60 kg (7.90 lbs) with 5 probes, guard and batteries installed                                                                                                                                                          |
| <b>Operating Temperature</b>                | -5 to 50°C                                                                                                                                                                                                               |
| <b>Storage Temperature</b>                  | -20 to 80°C (except 0 to 60°C for pH and pH/ORP sensors)                                                                                                                                                                 |
| <b>Depth Rating</b>                         | 0 to 250 m (0 to 820 ft)                                                                                                                                                                                                 |
| <b>Communications</b>                       | Computer Interface: Bluetooth wireless technology, RS-485, USB<br>Output Options: USB with signal output adapter (SOA), RS-232 & SDI-12 with DCP-SOA                                                                     |
| <b>Sample Rate</b>                          | Up to 4 Hz                                                                                                                                                                                                               |
| <b>Battery Life</b>                         | 90 days**                                                                                                                                                                                                                |
| <b>Data Memory</b>                          | 512 MB total memory; >1,000,000 logged readings                                                                                                                                                                          |
| <b>Sensors</b>                              | Calculated Parameters                                                                                                                                                                                                    |
| Ammonium                                    | Salinity                                                                                                                                                                                                                 |
| Chloride                                    | Specific Conductance                                                                                                                                                                                                     |
| Conductivity                                | Total Dissolved Solids                                                                                                                                                                                                   |
| Depth                                       | Total Algae (Chlorophyll + BGA-PC or PE)                                                                                                                                                                                 |
| Fluorescent Dissolved Organic Matter (FDOM) | Turbidity                                                                                                                                                                                                                |
| Nitrate                                     | Ventred Level                                                                                                                                                                                                            |
| <b>EXO Handheld</b>                         |                                                                                                                                                                                                                          |
| <b>Size</b>                                 | Width: 12.00 cm (4.72 in)<br>Height: 25.00 cm (9.84 in)                                                                                                                                                                  |
| <b>Weight</b>                               | 0.71 kg (1.56 lbs) without batteries                                                                                                                                                                                     |
| <b>Operating System</b>                     | Windows CE 5.0                                                                                                                                                                                                           |
| <b>Storage Temperature</b>                  | -20 to 80°C                                                                                                                                                                                                              |
| <b>IP Rating</b>                            | IP-67                                                                                                                                                                                                                    |
| <b>Data Memory</b>                          | 2 GB total memory; >2,000,000 data sets                                                                                                                                                                                  |
| <b>Accessories</b>                          | Sonde/sensor guard<br>Flow cells<br>Carrying case<br>KOR software<br>DCP Signal Output Adapter<br>USB Signal Output Adapter<br>Anti-fouling components                                                                   |
| <b>Warranty</b>                             | 3 months<br>Replaceable reagent modules for ammonium, chloride, and nitrate<br>Replaceable reagent modules for ammonium, chloride, and nitrate<br>Optical DO membranes and replaceable reagent modules for pH and pH/ORP |
| <b>1 Year</b>                               | Cables, sonde hullhead, handheld, conductivity, temperature, depth, and optical sensors; electronics base for pH, pH/ORP, ammonium, chloride, and nitrate sensors, and 15% of FCC R&D                                    |
| <b>2 Years</b>                              | Electronics base for pH, pH/ORP, ammonium, chloride, and nitrate sensors, and 15% of FCC R&D                                                                                                                             |

\* Specifications indicate typical performance and are subject to change. Please refer to the latest version of the user manual for complete details.  
\*\* Typically 90 days at 20°C at 15 minute logging interval; temperature/conductivity/pH/ORP/DO and turbidity sensors installed on EX01; or temperature/conductivity/pH/ORP/DO, total algae, and turbidity sensors installed with central wiper that rotates once per logging interval on EX02. Battery life is heavily dependent on sensor configuration.

### Sensor Specifications\*

| Sensor                                                                             | Range                                                                          | Accuracy <sup>1</sup>                                                                                                         | Response                 | Resolution                                          |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------------|
| Ammonium <sup>11</sup> (Ammonia with pH sensor)                                    | 0 to 200 mg/L <sup>1</sup>                                                     | ± 10% of reading or 2 mg/L-N, w.i.g.                                                                                          | -                        | 0.01 mg/L                                           |
| Biometer                                                                           | 375 to 825 mmHg                                                                | ± 1.5 mmHg from 0 to 50°C                                                                                                     | -                        | 0.1 mmHg                                            |
| Blue-green Algae (part of Total Algae sensor)                                      | 0 to 100 RFU<br>0 to 100 µg/L PC                                               | Linearity: R <sup>2</sup> > 0.999 for serial dilution of Rhodamine WT solution from 0 to 100 µg/mL PC equivalents             | T63 < 2 sec              | 0.01 RFU; 0.01 µg/L PC                              |
| Blue-green Algae (part of Total Algae sensor)                                      | 0 to 100 RFU<br>0 to 200 µg/L PE                                               | Linearity: R <sup>2</sup> > 0.999 for serial dilution of Rhodamine WT solution from 0 to 200 µg/mL PE equivalents             | T63 < 2 sec              | 0.01 RFU; 0.01 µg/L PE                              |
| Chloride <sup>11</sup> (part of Total Algae sensor)                                | 0 to 18000 mg/L-Cl <sup>-</sup><br>0 to 400 µg/L-Cl <sup>-</sup>               | Linearity: R <sup>2</sup> > 0.999 for serial dilution of Rhodamine WT solution from 0 to 400 µg/L-Cl <sup>-</sup> equivalents | -                        | 0.01 mg/L<br>0.01 µg/L-Cl <sup>-</sup>              |
| Conductivity <sup>3</sup>                                                          | 0 to 200 mS/cm                                                                 | 0 to 100: ±0.5% of reading or 0.001 mS/cm, w.i.g.; 100 to 200: ±1% of reading                                                 | T63 < 2 sec              | 0.0001 to 0.01 mS/cm (range dependent)              |
| Depth <sup>4</sup> (non-vented)                                                    | 0 to 10 m (0 to 33 ft)<br>0 to 100 m (0 to 328 ft)<br>0 to 250 m (0 to 820 ft) | ±0.04% FS (±0.004 m or ±0.013 ft)<br>±0.04% FS (±0.04 m or ±0.13 ft)<br>±0.04% FS (±0.10 m or ±0.33 ft)                       | T63 < 2 sec              | 0.001 m (0.001 ft) (auto-ranging)                   |
| Ventred Level                                                                      | 0 to 10 m (0 to 33 ft)<br>0 to 500% of air saturation                          | ±0.03% FS (±0.003 m or ±0.010 ft)<br>saturation, w.i.g.: 200 to 500%, ±5% of reading <sup>5</sup>                             | T63 < 5 sec <sup>4</sup> | 0.1% air saturation                                 |
| Dissolved Oxygen                                                                   | 0 to 50 mg/L                                                                   | 0 to 20 mg/L: ±0.1 mg/L or 1% of reading <sup>6</sup><br>20 to 50 mg/L: ±0.2 mg/L or 2% of reading <sup>6</sup>               | T63 < 5 sec              | 0.01 mg/L                                           |
| Optical                                                                            | 0 to 300 ppb Quinine (QS)<br>0 to 300 ppb Quinine (QSE)                        | Linearity: R <sup>2</sup> > 0.999 for serial dilution of 300 ppb Quinine solution<br>Detection limit: 0.07 ppb QSE            | T63 < 2 sec              | 0.01 ppb QSE                                        |
| Nitrate <sup>11</sup>                                                              | 0 to 200 mg/L-N <sup>1</sup>                                                   | ± 10% of reading or 2 mg/L-N, w.i.g.                                                                                          | -                        | 0.01 mg/L                                           |
| ORP                                                                                | -999 to 999 mV                                                                 | ±20 mV in Redox standard solutions                                                                                            | T63 < 5 sec <sup>7</sup> | 0.1 mV                                              |
| pH                                                                                 | 0 to 14 units                                                                  | ±0.1 pH units within ±10°C of calibration temp; ±0.2 pH units for entire temp range <sup>8</sup>                              | T63 < 3 sec <sup>8</sup> | 0.01 units                                          |
| Salinity (Calculated from Conductivity and Temperature)                            | 0 to 70 ppt                                                                    | ±1.0% of reading or 0.1 ppt, w.i.g.                                                                                           | T63 < 2 sec              | 0.01 ppt                                            |
| Specific Conductance (Calculated from Conductivity and Temperature)                | 0 to 200 mS/cm                                                                 | ±0.5% of reading or 0.01 mS/cm, w.i.g.<br>5 to 35°C: ±0.01% <sup>9</sup><br>35 to 50°C: ±0.05% <sup>9</sup>                   | T63 < 1 sec              | 0.001, 0.01, 0.1 mS/cm (auto-scaling)               |
| Temperature                                                                        | -5 to 50°C                                                                     | Not Specified                                                                                                                 | -                        | variable                                            |
| Total Dissolved Solids (TDS) (Calculated from Conductivity and Temperature)        | 0 to 100,000 mg/L<br>Cal constant range: 0.30 to 1.00 (0.64 default)           | Not Specified                                                                                                                 | -                        | variable                                            |
| Total Suspended Solids (TSS) (Calculated from Turbidity and user reference sample) | 0 to 1500 mg/L                                                                 | Not Specified                                                                                                                 | T63 < 2 sec              | variable                                            |
| Turbidity <sup>11</sup>                                                            | 0 to 4000 FNU                                                                  | 0 to 999 FNU: ±3 FNU or ±2% of reading <sup>10</sup><br>1000 to 4000 FNU: ±5% of reading <sup>10</sup>                        | T63 < 2 sec              | 0.1 to 999 FNU; 0.01 FNU; 1000 to 4000 FNU; 0.1 FNU |

<sup>1</sup> All sensors have depth rating of 999 m (3293 ft) unless otherwise specified.  
<sup>2</sup> Accuracy is based on a 25°C calibration solution.  
<sup>3</sup> Accuracy is based on a 25°C calibration solution.  
<sup>4</sup> Accuracy is based on a 25°C calibration solution.  
<sup>5</sup> Accuracy is based on a 25°C calibration solution.  
<sup>6</sup> Accuracy is based on a 25°C calibration solution.  
<sup>7</sup> Accuracy is based on a 25°C calibration solution.  
<sup>8</sup> Accuracy is based on a 25°C calibration solution.  
<sup>9</sup> Accuracy is based on a 25°C calibration solution.  
<sup>10</sup> Accuracy is based on a 25°C calibration solution.  
<sup>11</sup> Accuracy is based on a 25°C calibration solution.  
<sup>12</sup> Specifications are defined in AMCO-NEPA Standards.

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800.897.4151

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## FACT SHEET

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AGENDA ITEM NO: 19

DATE: 9/14/15

ORDINANCE NO: 15-98

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Brad Stanton, Public Utilities Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE ADDITIONAL FUNDING FOR CYANOTOXIN TESTING EQUIPMENT AT THE WATER TREATMENT PLANT.

**BACKGROUND:**

The OEPA has made available funds to address harmful algae blooms (cyanobacteria). The funds are to enhance drinking water testing for the purchase of equipment, supplies and training for analysis of bacteria and toxins associated with harmful algae blooms. The City applied for an OEPA grant to purchase the testing equipment on August 11, 2015 and received the award notification on August 19, 2015. Reimbursement payment request from OEPA for the testing equipment can be submitted within six months from the grant award letter date.

**REASON WHY LEGISLATION IS NEEDED:**

The purchase of the testing equipment was not appropriated in the 2015 water treatment budget and therefore legislation is required to supplement the budget upon acceptance of the OEPA grant.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

Water Fund – Water Treatment Division  
Lab Supply  
\$30,000

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Brad Stanton, Public Utilities Director

**RECOMMENDATION:**

Approved

**ATTACHMENT(S)**

N/A

ORDINANCE NO. 15-98

AN ORDINANCE SUPPLEMENTING THE 2015 APPROPRIATIONS ORDINANCE TO PROVIDE ADDITIONAL FUNDING FOR CYANOTOXIN TESTING EQUIPMENT AT THE WATER TREATMENT PLANT.

WHEREAS, the OEPA provides financial grants for water quality cyanotoxin testing equipment in the State of Ohio.

WHEREAS, the City of Delaware applied for and received approval from OEPA for a cyanotoxin testing equipment grant at the water treatment plant; and

WHEREAS, the grant agreement was recently authorized in the amount of \$30,000 immediately available for the equipment; 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, a supplemental appropriation will be necessary to add the grant for the testing equipment 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 Water Fund \$30,000 increasing the following account:

Water Treatment Division (530-5320-5334) \$30,000

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



## FACT SHEET

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AGENDA ITEM NO: 20

DATE: 9/14/15

ORDINANCE NO: 15-99

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: William L. Ferrigno, P.E., Public Works Director/City Engineer

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF AN OVER HEIGHT DETECTION AND WARNING SYSTEM IN ADVANCE OF THE CSX RAILROAD BRIDGE OVER SR 37 (WEST CENTRAL AVENUE).

**BACKGROUND:**

Over height vehicles colliding with the "low clearance" CSX Railroad Bridge located on SR 37 (West Central Avenue) is the issue to be mitigated with this project. This bridge is located between Morning Street and Euclid Avenue and is posted at 12'-7". Since 2010 to March of 2015, the bridge has been struck 28 times by over height vehicles resulting in extensive damage to trucks, City maintained signage, long delays to motorist due to road and/or lane closures and excessive costs incurred by the City of Delaware for emergency response and debris clean-up. The City of Delaware Police Department also provides routine assistance to clear traffic for vehicles that have not struck the bridge but have passed the alternate route and must back up to a suitable detour or turnaround point which is usually Morning Street to the west and Euclid Avenue to the east. In the past 5-years, the Police Department has assisted 71 over height vehicles. An over height vehicle detection and warning system is proposed to reduce the number of collisions and turnarounds. This system will be placed in advance of the overhead railroad bridge and is activated when an over height vehicle is detected. Once an over height vehicle is detected, a series

of message signs are activated to warn the driver they are over height and direct them to follow an alternate route. Once on the alternate route, the over height vehicle will follow a signed truck route. Also part of this project is upgrading/revising the truck route signage currently in place and the removal of overgrown vegetation to allow for visibility of all signage included with the over height detection system and truck routes.

**REASON WHY LEGISLATION IS NEEDED:**

Passage of this Ordinance authorizes the City Manager to enter into a cooperative agreement with ODOT in order to secure FHWA Safety Funds in the amount of \$215,000. The grant application was prepared and submitted by the Division of Traffic and Engineering Services in May 2015 and the grant was awarded based on the technical analysis and accident history of over height vehicles striking the CSX Railroad Bridge over SR 37.

**COMMITTEE RECOMMENDATION:**

The Public Works/Public Utilities Committee was presented with an overview of the proposed improvements at the March 3, 2015 meeting and recommended the grant application be submitted to ODOT for potential funding.

**FISCAL IMPACT(S):**

Total project costs, exclusive of the Final Design, Construction Plans & Specifications, and Construction Inspection, are estimated at \$215,000. These costs are 100% reimbursable through FHWA Safety Funds. It is assumed there will be no right-of-way costs, nor private utility relocation costs for this project. The Division of Traffic & Engineering Services will provide engineering plan preparation, bidding/award services and construction engineering/inspection in-house. ODOT District 6 has set forth the following schedule for the project:

| Task                                | Completion Date |
|-------------------------------------|-----------------|
| Authorization to Proceed            | 09/03/15        |
| Stage 1 Review                      | N/A             |
| Stage 2 Review                      | 12/07/15        |
| Stage 3 Review                      | N/A             |
| R/W Plans Approved/Not Required     | N/A             |
| Bid document & tracings to District | 02/12/16        |
| R/W and Utility Clearance           | 02/12/16        |
| Environmental Clearance             | 02/12/16        |
| Plan Package to ODOT Central Office | 03/11/16        |
| Award Date                          | 06/13/16        |

**POLICY CHANGES:**

None

**PRESENTER(S):**

William L. Ferrigno, P.E., Public Works Director/City Engineer

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

DRAFT City-ODOT Cooperation Agreement

ORDINANCE NO. 15-99

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF AN OVER HEIGHT DETECTION AND WARNING SYSTEM IN ADVANCE OF THE CSX RAILROAD BRIDGE OVER SR 37 (WEST CENTRAL AVENUE).

WHEREAS, the City has identified the need for the described project:

This project proposes to install an Over height Detection and Warning System in advance of the CSX Railroad Bridge over SR37 (Central Avenue) to mitigate the risk of over height vehicles striking the bridge and to direct over height vehicles to use an alternate route of travel.

WHEREAS, the total construction cost, estimated to be \$215,000, has been approved for 100% grant funding through the Ohio Department of Transportation's Safety Program for construction in 2016; and

WHEREAS, the City of Delaware, referred to as the Local Public Agency (LPA), desires the Director of Transportation to complete the project; and

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

SECTION 1. The City hereby agrees to cooperate with the Ohio Department of Transportation (ODOT) in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

SECTION 2. The City shall assume and bear one hundred percent (100%) of the costs of preliminary engineering; the City shall assume and bear one hundred percent (100%) of the costs of right-of-way and utility relocation; the City shall assume and bear one hundred percent (100%) of the total costs of Construction less the amount of federal funds set aside by the Director of Transportation and the Federal Highway Administration;

SECTION 3. The City agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and Federal Highway Administration;

SECTION 4. The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION 5. Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION 6. The City Manager of the City of Delaware is hereby empowered on behalf of the City of Delaware to enter into contracts with the Director of Transportation necessary to complete the described project.

SECTION 7. That the Clerk of Council will transmit to the Director of Transportation a fully executed copy of this Ordinance.

SECTION 8. 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



# OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 6 • 400 E. WILLIAM STREET • DELAWARE, OHIO 43015 • (740) 833-8000  
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • FERZAN M. AHMED, P.E., DISTRICT DEPUTY DIRECTOR

August 26, 2015

Jessica Ormeroid, P.E., PTOE  
City of Delaware  
440 E. William Street  
Delaware, Ohio 43015

Re: DEL – SR 0037 – 08.87: PID 100908

Mrs. Ormeroid:

Attached you will find the LPA Federal Local-Let Project Agreement, numbered 27392, between the Ohio Dept. of Transportation and the City of Delaware to allow the City of Delaware to be the lead agency and to establish the responsibilities and the procedures for administration of the subject project. The LPA Federal Local-Let Project Agreement consists of the Agreement, Attachment One (sources and uses of funds), Attachment Two (direct payment of contractor), and the Scope of Services (SOS).

Please check the type of reimbursement you will be requesting under Section 15.1, sign page 12 of the agreement. Pager 14 will also need to be signed and return it to my attention. A signed copy will be returned to your office.

Also, a copy of the City's resolution/ordinance approving signature authority to enter into this agreement will be needed.

If you should have any questions, please do not hesitate to contact me at 740-833-8248.

Respectfully,

A handwritten signature in blue ink that reads "Steve Shepherd".

Steve Shepherd  
District Six, Local Projects

FMA:TLS:SAS

encl.

cc: Project File

Rev. 6/24/2015

CFDA 20.205

## LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Delaware, hereinafter referred to as the LPA, 1 South Sandusky Street, Delaware, Ohio 43015.

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The INSTALLATION OF OVER-HEIGHT DETECTION AND WARNING SYSTEM (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. Section 5501.03(D) of the ORC;
  - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
  - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
  - e. 2 CFR Part 200; and
  - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$236,500.00 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$215,000.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

## 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [www.dot.state.oh.us/CONTRACT](http://www.dot.state.oh.us/CONTRACT). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items

for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct

payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.

- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:  
*CITY OF DELAWARE  
ROB ALGER, CITY ACCOUNTANT  
1 SOUTH SANDUSKY STREET  
DELAWARE, OHIO 43015*
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final

invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to

Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

#### WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to ODOT through the LPA. The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Mail Code 4110 Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, the LPA must obtain written, signed documentation from the contractor that the DBE goal will be satisfied. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Jessica Ormeroid, PE, PTOE  
City of Delaware  
440 East William Street  
Delaware, Ohio 43015

If to ODOT:

Steve Shepherd  
ODOT, District 6  
400 East William Street  
Delaware, Ohio 43015

15. GENERAL PROVISIONS

15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:<sup>1</sup>

- 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate<sup>2</sup>
- 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)<sup>3</sup>
- 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate<sup>4</sup>
- 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers<sup>5</sup> and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LAMP Manual of Procedures.

15.2 Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period.

<sup>1</sup> **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

<sup>2</sup> The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

<sup>3</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>4</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>5</sup> Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.<sup>6</sup>

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.<sup>7</sup> The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this

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<sup>6</sup> See 2 CFR §200.328.

<sup>7</sup> Per 2 CFR §200.502

Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Delaware

STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION

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

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

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

Jerry Wray  
Director

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

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



**Attachment 2**

100908  
PID NUMBER

27392  
AGREEMENT NUMBER

071643498  
DUNS NUMBER

**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We the City of Delaware request that all payments for the Federal/State share of the construction costs of this agreement performed by \_\_\_\_\_ (CONTRACTOR'S NAME) \_\_\_\_\_ be paid directly to (CONTRACTOR'S NAME) \_\_\_\_\_.

Contractor Name:  
Oaks Vendor ID:  
Mailing Address:

NA

\_\_\_\_\_  
LPA signature

LPA Name: City of Delaware  
Oaks Vendor ID: 0000056200  
Mailing Address: 1 South Sandusky Street  
Delaware, Ohio 43015

\_\_\_\_\_  
Approved, ODOT signature

## LPA SCOPE OF SERVICES FORM

### A. Project Identification

|                                               |        |          |                    |            |       |
|-----------------------------------------------|--------|----------|--------------------|------------|-------|
| County                                        | DEL    | Route    | SR 0037            | Section    | 08.87 |
| Project sponsor / Maintenance responsibility: |        |          | City of Delaware   |            |       |
| Local Let                                     | X      |          | ODOT Let           |            |       |
| Scope field review:                           | 9-3-15 |          | Scope meeting:     | 9-3-15     |       |
| Highway Functional Classification             |        | Arterial |                    |            |       |
| PID                                           | 100908 |          |                    |            |       |
| Fiscal Year                                   | 2016   |          | Proposed Sale Date | 05/02/2016 |       |

### B. Design Standard

|      |
|------|
| ODOT |
|------|

### C. Project Description

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Transportation Issue to be Corrected:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <p>Overheight vehicles colliding with the “low clearance” CSX Railroad Bridge located on SR 37 (West Central Avenue) is the issue to be mitigated with this project. This bridge is located between Morning Street and Euclid Avenue and is posted at 12’-7”. Since 2010, the bridge has been struck 28 times by overheight vehicles resulting in extensive damage to trucks, City maintained signage, long delays to motorist due to road and/or lane closures and excessive costs incurred by the City of Delaware for emergency response and debris clean-up. The City of Delaware Police Department also provides routine assistance to clear traffic for vehicles that have not struck the bridge but have passed the alternate route and must back up to a suitable detour or turnaround point which is usually Morning Street to the west and Euclid Avenue to the east. In the past 5-years, the Police Department has assisted 71 overheight vehicles. An overheight vehicle detection and warning system is proposed to reduce the number of collisions and turnarounds. This system will be placed in advance of the overhead railroad bridge and is activated when an overheight vehicle is detected. Once an overheight vehicle is detected, a series of message signs are activated to warn the driver they are overheight and direct them to follow an alternate route. Once on the alternate route, the overheight vehicle will follow a signed truck route. Also part of this project is upgrading/revising the truck route signage currently in place and the removal of overgrown vegetation to allow for visibility of all signage included with the overheight detection system and truck routes.</p> |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |

|                                                                             |         |
|-----------------------------------------------------------------------------|---------|
| Prior studies / plan (identify):                                            |         |
| Plan provided in ODOT Safety Project Application                            |         |
| Estimated Project Length: (begin pavement to end pavement including bridge) | 0.35 mi |
| Work Length: (including project length & approach work)                     | 0.35 mi |

|                                                                                                                                     |          |   |           |  |
|-------------------------------------------------------------------------------------------------------------------------------------|----------|---|-----------|--|
| Alignment:                                                                                                                          | Existing | X | Relocated |  |
| Profile:                                                                                                                            | Existing | X | New       |  |
| Logical Termini:<br>(w/explanation)                                                                                                 |          |   |           |  |
| This project only entails the installation of overheight detection equipment and signage so all roadways will remain as they exist. |          |   |           |  |
|                                                                                                                                     |          |   |           |  |

#### D. Typical Sections

##### Existing:

|            |                       |         |                           |         |                  |    |
|------------|-----------------------|---------|---------------------------|---------|------------------|----|
| Width:     | Pavement              | 32'-40' | Graded Shoulder           | 0'      | Treated Shoulder | 0' |
| R/W        | 65'                   |         |                           |         |                  |    |
| Bridge:    | face to face of rails | N/A     | or toe to toe of parapets |         | N/A              |    |
| Curbs      | Yes                   | X       | No                        |         |                  |    |
| Curb ramps | Yes                   | X       | No                        |         |                  |    |
| Sidewalks  | Yes                   | X       | No                        | Comment |                  |    |
| Guardrail  | Yes                   | No      | X                         | Type    |                  |    |

##### Proposed: N/A NO CHANGES TO EXISTING ROADWAY INFRASTRUCTURE

|             |                       |    |                           |  |                  |  |
|-------------|-----------------------|----|---------------------------|--|------------------|--|
| Width:      | Pavement              |    | Graded Shoulder           |  | Treated Shoulder |  |
| Bridge      | face to face of rails |    | or toe to toe of parapets |  |                  |  |
| Median:     | Yes                   | No | Type                      |  |                  |  |
| Curbs:      | Yes                   | No | Type                      |  |                  |  |
| Curb ramps: | Yes                   | No |                           |  |                  |  |
| Sidewalks   | Yes                   | No | Comment                   |  |                  |  |
| Guardrail   | Yes                   | No | Type                      |  |                  |  |

#### Supplemental Information

|              |                                                                              |                   |             |
|--------------|------------------------------------------------------------------------------|-------------------|-------------|
| ADT          | 13,909                                                                       | Design ADT        | 14,048      |
| DHV          |                                                                              | Certified Traffic | N/A         |
| T24          | 233                                                                          |                   |             |
| Design Speed | 30 & 40 MPH                                                                  | Legal Speed       | 25 & 35 MPH |
| Comments:    | Posted speed limit is reduced to 25 MPH within in Downtown Business District |                   |             |

**E. Right-of-Way**

|                                |                                                                       |                          |    |                                     |         |  |
|--------------------------------|-----------------------------------------------------------------------|--------------------------|----|-------------------------------------|---------|--|
| Right-of-Way Plan:             | Yes                                                                   | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |         |  |
| Approximate Number of Parcels: | 0                                                                     |                          |    |                                     |         |  |
| Known relocations:             | Yes                                                                   | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |         |  |
| Railroad Involvement:          | Yes                                                                   | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |         |  |
| Railroad Name:                 | CSX                                                                   |                          |    |                                     |         |  |
| Encroachments:                 | If any are located they will be removed prior to or with the project. |                          |    |                                     |         |  |
| Airway Highway Clearance:      | Yes                                                                   | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> | Remarks |  |
| Airport Name                   |                                                                       |                          |    |                                     |         |  |
| Comments:                      |                                                                       |                          |    |                                     |         |  |

Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.

Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. A Local, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

**F. Utilities**

Aerial:

|             |     |                                     |    |                          |                 |     |
|-------------|-----|-------------------------------------|----|--------------------------|-----------------|-----|
| Phone       | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Name of Company | TBD |
| Cablevision | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Name of Company | TBD |
| Power       | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Name of Company | TBD |

Buried:

|       |     |                                     |    |                          |                 |     |
|-------|-----|-------------------------------------|----|--------------------------|-----------------|-----|
| Phone | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Name of Company | TBD |
|-------|-----|-------------------------------------|----|--------------------------|-----------------|-----|

|                |     |   |    |  |                 |                         |
|----------------|-----|---|----|--|-----------------|-------------------------|
| Cablevision    | Yes | X | No |  | Name of Company | TBD                     |
| Power          | Yes | X | No |  | Name of Company | TBD                     |
| Gas            | Yes | X | No |  | Name of Company | TBD                     |
| Pipelines:     | Yes | X | No |  | Name of Company | TBD                     |
| Water          | Yes | X | No |  | Private         | Public City of Delaware |
| Sanitary Sewer | Yes | X | No |  | Private         | Public X                |
| Storm Sewer    | Yes | X | No |  | Private         | Public X                |
| Other          |     |   |    |  |                 |                         |
| Comments       |     |   |    |  |                 |                         |

**G. Structure Requirements**

**Existing Structure information:**

|                                               |     |                   |    |          |            |  |
|-----------------------------------------------|-----|-------------------|----|----------|------------|--|
| Structure type:                               | N/A |                   |    |          |            |  |
| Sufficiency Rating:                           |     | General Appraisal |    |          | Bridge No. |  |
| Structure File No.                            |     |                   |    | Crossing |            |  |
| Bridge length:                                |     |                   |    |          |            |  |
| Number of Spans                               |     |                   |    |          |            |  |
| Eligible for the National Historical Register | Yes |                   | No |          |            |  |

**Proposed Structure:**

|                                                                    |              |  |       |                 |  |  |
|--------------------------------------------------------------------|--------------|--|-------|-----------------|--|--|
| New Structure:                                                     | Yes          |  | No    | X               |  |  |
| Rehabilitate Existing Bridge                                       | By:          |  |       |                 |  |  |
| Structure width:                                                   |              |  |       | Structure type: |  |  |
| Number of spans:                                                   |              |  |       |                 |  |  |
| Beam Type:                                                         | Concrete Box |  | Steel |                 |  |  |
| Other Design Considerations / Explanation of Change in Line/Grade: |              |  |       |                 |  |  |
|                                                                    |              |  |       |                 |  |  |
|                                                                    |              |  |       |                 |  |  |
| Guardrail Type:                                                    |              |  |       |                 |  |  |

**H. Design Exception(s) required**

|     |                          |    |                                     |         |  |
|-----|--------------------------|----|-------------------------------------|---------|--|
| Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> | Explain |  |
|-----|--------------------------|----|-------------------------------------|---------|--|

**I. Traffic Control**

|           |     |                                     |    |                                     |         |                             |
|-----------|-----|-------------------------------------|----|-------------------------------------|---------|-----------------------------|
| Signing:  | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            | Remarks |                             |
| Striping: | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> | Remarks |                             |
| Lighting: | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> | Remarks |                             |
| Signals:  | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/>            | Remarks | Overheight Detection System |
| RPM's:    | Yes | <input type="checkbox"/>            | No | <input checked="" type="checkbox"/> | Remarks |                             |

**J. Maintenance of Traffic**

|          |                                                                                        |            |                                                                  |
|----------|----------------------------------------------------------------------------------------|------------|------------------------------------------------------------------|
| Detour   |                                                                                        | Part Width | <input checked="" type="checkbox"/> (All affected City Roadways) |
| Remarks: | During sign pole/posts installations if needed. MOT will be in the construction plans. |            |                                                                  |

**K. Driveways**

|     |                          |    |                                     |      |  |
|-----|--------------------------|----|-------------------------------------|------|--|
| Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> | Type |  |
|-----|--------------------------|----|-------------------------------------|------|--|

**L. Project Funding**

|                                                                         |                                                                     |                          |    |                                     |  |
|-------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------|----|-------------------------------------|--|
| Project Cost Estimate                                                   | \$215,000                                                           |                          |    |                                     |  |
| Quantity splits needed in plans to differentiate funding participation: | Yes                                                                 | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |  |
| Comments:                                                               | 100% Safety Funds, Design & Inspection In-house by City of Delaware |                          |    |                                     |  |
| Coordination with Concurrent Projects Required:                         | Yes                                                                 | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |  |
| Comments:                                                               |                                                                     |                          |    |                                     |  |

Cost Estimates:

|                   | Total Federal Funds/Percent Split |      |  | Total Local Funds/Percent Split |  |      |
|-------------------|-----------------------------------|------|--|---------------------------------|--|------|
| PE                | \$0                               |      |  |                                 |  | 100% |
| RIGHT OF WAY      | \$0                               |      |  |                                 |  | 100% |
| UTILITIES         | \$0                               |      |  |                                 |  | 100% |
| CONSTRUCTION      | \$215,000                         | 100% |  |                                 |  |      |
| CONST ENGINEERING | \$0                               |      |  |                                 |  | 100% |

|       |           |      |  |  |
|-------|-----------|------|--|--|
| TOTAL | \$215,000 | 100% |  |  |
|-------|-----------|------|--|--|

**M. Environmental**

| <b>Scope of the Proposed Action /Involvement with Resources:</b>                                                                                                                                                                                                                   |              |          |                |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|----------------|----------|
| <b>These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.</b> |              |          |                |          |
|                                                                                                                                                                                                                                                                                    | Not required | Required | Responsibility | Due Date |
| Tentative CE Level <u>C1</u>                                                                                                                                                                                                                                                       |              |          | ODOT – D6      |          |
| Purpose and Need Statement                                                                                                                                                                                                                                                         | X            |          |                |          |
| ODOT Bridge PA                                                                                                                                                                                                                                                                     | X            |          |                |          |
| Cultural Resource <del>Phase I</del> RFR                                                                                                                                                                                                                                           | X            |          |                |          |
| <del>Cultural Resource Phase II</del>                                                                                                                                                                                                                                              | -            |          |                |          |
| Mitigation                                                                                                                                                                                                                                                                         | X            |          |                |          |
| Cultural Resource Section 4(f)                                                                                                                                                                                                                                                     | X            |          |                |          |
| Data Recover Plan-Documentation for Consultation                                                                                                                                                                                                                                   | X            |          |                |          |
| Section 4(f)/6(f)-Park/Recreation                                                                                                                                                                                                                                                  | X            |          |                |          |
| Ecological MOA ESR 1                                                                                                                                                                                                                                                               | X            |          |                |          |
| Ecological Survey ESR 2                                                                                                                                                                                                                                                            | X            |          |                |          |
| <del>Wetland Survey</del>                                                                                                                                                                                                                                                          | -            |          |                |          |
| Section 9/Section 10 Stream                                                                                                                                                                                                                                                        | X            |          |                |          |

|                                 |   |  |  |  |
|---------------------------------|---|--|--|--|
|                                 |   |  |  |  |
| 404 NWP-Army Corps of Engineers | X |  |  |  |
| 404 PCN-Army Corps of Engineers | X |  |  |  |

|                                               |   |  |  |  |
|-----------------------------------------------|---|--|--|--|
| 404 Individual Permit-Army Corps of Engineers | X |  |  |  |
| 401 OEPA Certification Application            | X |  |  |  |
| Coast Guard Coordination                      | X |  |  |  |
| ODNR Coastal Zone                             | X |  |  |  |
| Scenic River                                  | X |  |  |  |
| Farmland Screening or FCIR                    | X |  |  |  |
| Public Involvement                            | X |  |  |  |
| Public Meeting/Hearing                        | X |  |  |  |
| ESA-Screening                                 | X |  |  |  |
| ESA Phase I/Phase II/Remediation              | X |  |  |  |
| Drinking Water Resources                      | X |  |  |  |
| Flood Plain/Flood Way                         | X |  |  |  |
| Environmental Justice                         | X |  |  |  |
| Noise Study                                   | X |  |  |  |
| Air Quality                                   | X |  |  |  |

|                               |     |  |    |   |
|-------------------------------|-----|--|----|---|
| Asbestos Inspection Required: | Yes |  | No | X |
| Comment:                      |     |  |    |   |
|                               |     |  |    |   |

Any Known Environmental Concerns (ex. historic properties on National Register, wetlands, underground storage tanks, stream relocation):

|                         |
|-------------------------|
| None known at this time |
|                         |

**N. Roles / Responsibilities**

|                                     |                  |
|-------------------------------------|------------------|
| Construction plan development:      | City of Delaware |
| Proposal/Specification Development: | City of Delaware |
| LPA Agreement:                      | ODOT             |

|                                    |                               |
|------------------------------------|-------------------------------|
| Form and preliminary legislation:  | ODOT                          |
| Advertising and award of contract: | City of Delaware              |
| Construction inspection:           | City of Delaware              |
| R/W plan development:              | N/A                           |
| R/W acquisition / appraisals:      | N/A                           |
| Utility relocation:                | None identified at this time. |
|                                    |                               |

**O. Field Review**

|       |        |
|-------|--------|
| Date: | 9-3-15 |
|-------|--------|

REPRESENTATIVES PRESENT:

| Name | Company | Phone | E-mail |
|------|---------|-------|--------|
|      |         |       |        |

|                  |                  |              |                             |
|------------------|------------------|--------------|-----------------------------|
| Jessica Ormeroid | City of Delaware | 740-203-1724 | jormeroid@delawareohio.net  |
| Matt Weber       | City of Delaware | 740-203-1721 | mweber@delawareohio.net     |
| Tammy Boring     | ODOT D6          | 740-833-8187 | Tammy.Boring@dot.ohio.gov   |
| Edie Adams       | ODOT D6          | 740-833-8172 | Edie.Adams@dot.ohio.gov     |
| Eric Sainey      | ODOT D6          | 740-833-8065 | Eric.Sainey@dot.ohio.gov    |
| Dirk Gross       | ODOT D6          |              | Dirk.Gross@dot.ohio.gov     |
| Fay Taylor       | ODOT D6          | 740-833-8164 | Fay.Taylor@dot.ohio.gov     |
| Steve Shepherd   | ODOT D6          | 740-833-7248 | Steve.shepherd@dot.ohio.gov |
|                  |                  |              |                             |

| <b>P. COMMITMENT DATES</b>      | <b>ODOT-let</b> | <b>Local-let</b>  | <b>X</b> | <b>Reservoir</b> |
|---------------------------------|-----------------|-------------------|----------|------------------|
| <b>ACTIVITY</b>                 |                 | <b>START DATE</b> |          |                  |
| <b>Authorization to Proceed</b> |                 | <b>09-3-15</b>    |          |                  |
| <b>Stage 1 Review</b>           |                 | <b>N/A</b>        |          |                  |
| <b>Stage 2 Review</b>           |                 | <b>12-07-15</b>   |          |                  |
| <b>Stage 3 Review</b>           |                 | <b>N/A</b>        |          |                  |

|                                     |          |
|-------------------------------------|----------|
| R/W Plans Approved/Not Required     | N/A      |
| Bid document & tracings to District | 02-12-16 |
| R/W and Utility Clearance           | 02-12-16 |
| Environmental Clearance             | 02-12-16 |
| Plan Package to C. O.               | 03-11-16 |
| Award Date                          | 06-03-16 |

Other due dates of interest:

- County to submit plans, proposal, estimate (PS&E) to the District
- County certifies R/W and utility clearance to the District
- County submits bid results to District

Schedule Explanation: Authorization to Proceed Start Date is the date that the District submits the programming package to Central Office. Finish Date for said activity is when a state job number has been established. Start Date for Environmental Clearance is normally the same as the date the project has been programmed. Start Date for Stage 2 Review is the date of submission to the District of the preliminary R/W plans. Finished date for said activity is when comments are returned to the LPA. Start Date for R/W Plan Approved is when the District has received final R/W plans and associated documents. Finish Date for said activity is when the District has approved said plans and associated documents. Start Date for R/W and Utility Clearance is the date that the LPA is authorized to begin acquisition. Finish date for said activity is when the District certifies clearance to FHWA. The LPA should certify R/W and Utility Clearance to the District one month before the R/W and Utility Clearance Finish Date. Start Date for Plan Package to C. O. is the date that the PS&E package leaves the District and the finish date is the day it is logged in at Central Office. One should allow forty-five days from Plan Package to C.O. for PS&E approval and project advertising before the Sale Date. Advertising needs to be three weeks minimum and cannot start until PS&E approval is obtained. Start date for the Award Date is the Sale Date of the project. And the Finish Date for the Award Date is the date the project was awarded. Summary of bid tabs and the identity of the awarded contractor shall be submitted to ODOT no later than one week after the award.

Project Schedule Approval:

|                           |                                                                                     |                    |                                                                                               |
|---------------------------|-------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------|
| Environmental Coordinator |  | Real Estate Admin. |  8/25/15 |
| Program Manager           |                                                                                     | Project Manager    |  8/25/15 |
| Production Administrator  |                                                                                     |                    |                                                                                               |

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: September 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**  
August 24
  - \* Rotary
  - \* Council meetingAugust 25
  - \* Strand Board meeting
  - \* Northern NCA meetingSeptember 9
  - \* Olentangy Shanahan School Guest SpeakerSeptember 10
  - \* MORPC meeting
  - \* Finance Committee meetingSeptember 12
  - \* Council Work Session
  - \* PPG 50<sup>th</sup> Anniversary Celebration
4. **Required Reading**
  - A. Fire Department Monthly Report

# September

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>                              | <b>2</b>        | <b>3</b>                   | <b>4</b>   | <b>5</b>                        |
|            |            | Public Works/Public Utilities 7       | Planning 7      |                            |            |                                 |
| <b>6</b>   | <b>7</b>   | <b>8</b>                              | <b>9</b>        | <b>10</b>                  | <b>11</b>  | <b>12</b>                       |
|            |            |                                       | BZA - cancelled | Finance Committee 4:45     |            | Council Work Session 8:30-10:30 |
| <b>13</b>  | <b>14</b>  | <b>15</b>                             | <b>16</b>       | <b>17</b>                  | <b>18</b>  | <b>19</b>                       |
|            | Council 7  | Parks and Recreation Advisory Board 7 |                 |                            |            |                                 |
| <b>20</b>  | <b>21</b>  | <b>22</b>                             | <b>23</b>       | <b>24</b>                  | <b>25</b>  | <b>26</b>                       |
|            |            |                                       |                 | City Offices Close at Noon |            |                                 |
| <b>27</b>  | <b>28</b>  | <b>29</b>                             | <b>30</b>       |                            |            |                                 |
|            | Council 7  |                                       | HPC 7           |                            |            |                                 |

**CONTRACT APPROVAL - SEPTEMBER 14, 2015**

| <b>VENDOR</b>                      | <b>EXPLANATION OF AGREEMENT</b>                              | <b>2015 AMOUNT</b> | <b>DEPARTMENT</b> |
|------------------------------------|--------------------------------------------------------------|--------------------|-------------------|
| Finley Fire                        | Self-Contained Breathing Apparatus & Accessories             | N/A                | Fire              |
| Poggemeyer Design Group            | ED RLF Application/Processing Technical                      | \$8,500            | Planning          |
| 2K General                         | Design Build of Veterans Plaza                               | \$445,000          | CMO               |
| David Williams Associates/Gametime | Play Toy, Building and Mound at Spray & Play                 | \$477,419          | CMO               |
| MAD Scientists & Associates        | Old Colony/Kensington Stormwater Retention Pond Improvements | \$15,630           | Public Utilities  |

## Delaware Fire Department

### July 2015 Monthly Report

| PERFORMANCE REVIEW                                                 | 2012   | 2013   | 2014   | 2015   | July   | 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  | 430    | 3,071        | 57.17%         | 58.00%      | -0.83%             |
| Fire                                                               | 103    | 104    | 101    | 107    | 4      | 75           | 70.09%         | 58.00%      | 12.09%             |
| Rupture/Explosion                                                  | 9      | 3      | 3      | 3      | 0      | 1            | 33.33%         | 58.00%      | -24.67%            |
| EMS                                                                | 3,861  | 3,883  | 4,047  | 4,197  | 343    | 2,408        | 57.37%         | 58.00%      | -0.63%             |
| Hazardous Conditions                                               | 173    | 131    | 124    | 135    | 15     | 76           | 56.30%         | 58.00%      | -1.70%             |
| Service Calls                                                      | 146    | 94     | 141    | 146    | 9      | 89           | 60.96%         | 58.00%      | 2.96%              |
| Good Intent                                                        | 169    | 165    | 162    | 176    | 8      | 101          | 57.39%         | 58.00%      | -0.61%             |
| False Calls                                                        | 453    | 440    | 589    | 599    | 51     | 314          | 52.42%         | 58.00%      | -5.58%             |
| Severe Weather                                                     | 6      | 3      | 0      | 2      | 0      | 1            | 50.00%         | 58.00%      | -8.00%             |
| Other                                                              | 8      | 8      | 6      | 7      | 0      | 6            | 85.71%         | 58.00%      | 27.71%             |
| Number of medical transports                                       | 2,593  | 2,576  | 2,586  | 2,888  | 344    | 2,215        | 76.70%         | 58.00%      | 18.70%             |
| Percent of priority calls w/ response within 6 min                 | 57%    | 56%    | 68%    | 68%    | 78%    | 73%          | 72.00%         | 58.00%      | 1.00%              |
| Percent residential structure fires ERF of 15 FF within 12 minutes | 40%    | 70%    | 78%    | 70%    | 100%   | 83%          | 6.84%          | 58.00%      | 75.00%             |
| # Structure Fires                                                  |        |        | 9      | 10     | 1      | 6            | 60.00%         | 58.00%      | 2.00%              |
| # Structure with personnel and Times                               |        |        | 7      | 7      | 1      | 5            | 71.43%         | 58.00%      | 13.43%             |
| Number of commercial inspections conducted                         | 594    | 1,222  | 1,473  | 1,250  | 135    | 969          | 77.52%         | 58.00%      | 19.52%             |
| Number of plans reviewed within five days                          | 89%    | 86%    | 100%   | 95%    | 100%   | 100%         | 105.26%        | 58.00%      | 100.00%            |
| Number of fires greater than \$10,000                              | 6      | 13     | 8      | 8      | 1      | 7            | 87.50%         | 58.00%      | 29.50%             |
| Number of fires of suspicious nature                               | 3      | 5      | 5      | 3      | 0      | 3            | 100.00%        | 58.00%      | 42.00%             |
| Hours of Training                                                  | 9,326  | 8,831  | 13,335 | 10,000 | 1,014  | 7,108        | 71.08%         | 58.00%      | 13.08%             |

#### Major Incidents

- July 10, Structure Fire with Entrapment/Rescue, Prospect
- July 26, MVA w/ Entrapment, Stratford Rd

#### Other Activities

- July 4, Parade, Ohio Machine, Concert, Fireworks
- July 8, Domtar, Training Program
- July 9, SourcePoint – Safe Driving
- July 31, School Supply Give-away

#### 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.

- 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
  - Property was purchased in 2011 at 821 Cheshire Rd. The property was leased out and the lease moved out on November 30, 2013. In 2014, we plan to begin the analysis and plans for an anticipated groundbreaking in 2016.
  - 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.