

**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

JANUARY 25, 2016

1. ROLL CALL
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held January 11, 2016, as recorded and transcribed.
5. CONSENT AGENDA
 - A. Resolution No. 16-07, a resolution appointing/reappointing members to various Boards, Commissions, and/or Committees, and specifying the term of the appointments/reappointments.
 - B. Resolution No. 16-08, a resolution authorizing the modification of certain traffic control signage to relocate the No Parking Anytime zone on the south and east side of Ballater Drive to the north and west side of Ballater Drive from 20 feet south of the golf cart path crossing to Silverwood Drive and on the east side of Ballater Drive from 20 feet south of to 20 feet north of the golf cart path crossing.
 - C. Resolution No. 16-09, a resolution authorizing the City Manager to enter into an agreement with the Ohio Development Services Agency for the administration of Housing Revolving Loan Funds for the period beginning January 1, 2016 and ending December 31, 2018.
 - D. Acceptance of the Motion Summary of the Sister City Advisory Board meeting held October 13, 2015.
 - E. Acceptance of the Motion Summary of the Planning Commission

meeting held December 2, 2015.

F. Acceptance of the Motion Summary of the Recreation Levy Sub-Committee meeting held June 22, 2014.

6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. CONSIDERATION of Ordinance No. 16-01, an ordinance approving a Final Development Plan for The Communities at Glenross, Section 6 consisting of 30 single-family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk and White Fawn Run.
9. CONSIDERATION of Ordinance No. 16-02, an ordinance approving a Final Subdivision Plat for The Communities at Glenross, Section 6 consisting of 30 single-family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk and White Fawn Run.
10. CONSIDERATION of Ordinance No. 16-03, an ordinance approving a Final Development Plan for Glenross North, Section 1 consisting of 69 single-family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road just north of the Glenross Golf Club.
11. CONSIDERATION of Ordinance No. 16-04, an ordinance approving a Final Subdivision Plat for Glenross North, Section 1 consisting of 69 single-family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road just north of the Glenross Golf Club.
12. PRESENTATIONS:
 - A. Troy Township Request to Amend Annexation/Utility Policy, Brad Stanton, Public Utilities Director and David Moser, Assistant City Attorney
 - B. Ethics Training – City Attorney Darren Shulman
13. CITY MANAGER'S REPORT
14. COUNCIL COMMENTS
15. ADJOURNMENT

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-9094 FORM NO. 10148

Held January 11 20 16

6:30 EXECUTIVE SESSION: Vice-Mayor Shafer moved to enter into Executive Session at 6:31 p.m. This motion was seconded by Mr. DiGenova and approved by a 6-0 vote. Council met in 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. Council conducted a discussion of those items with the following members present: Second Ward Lisa Keller, Third Ward Joe DiGenova, Fourth Ward Kyle Rohrer, At Large George Hellinger, Vice Mayor Kent Shafer and Mayor Carolyn Kay Riggle. Absent from the discussion was First Ward Chris Jones. Following the discussion at 6:50 p.m., it was moved by Mr. Rohrer that Council move into Open session, seconded by Vice-Mayor Shafer and approved by a 6-0 vote.

The regular meeting of January 11, 2016 was called to order at 7:00 p.m., in the City Council Chambers. The following members of Council were present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Joe DiGenova, Fourth Ward Kyle Rohrer, At Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle who presided. The invocation was given by Darren Shulman, followed by the Pledge of Allegiance.

Staff Present: Darren Shulman, City Attorney, Sean Hughes, Economic Development Director, Scott Stowers, IT Director, Dean Stelzer, Finance Director, Dave Efland, Planning and Community Development Director, Brad Stanton, Public Utilities Director, John Donahue, Fire Chief, Bruce Pijanowski, Police Chief, Jackie Walker, Assistant City Manager, and Tom Homan, City Manager

ITEM 4: APPROVAL OF MINUTES

APPROVAL of the Motion Summary of the regular meeting of Council held December 14, 2015, as recorded and transcribed.

APPROVAL of the Motion Summary of the Year-end meeting of Council held December 21, 2015, as recorded and transcribed.

Motion: Vice-Mayor Shafer moved to approve the Motion Summary for the regular meeting of Council held December 14, 2015, and the Year-end meeting of Council held December 21, 2015, seconded by Mr. DiGenova. Motion approved by a 6-0-1 (Hellinger) vote.

ITEM 5: CONSENT AGENDA

- A. Acceptance of the Motion Summary of the Civil Service Commission meeting held November 4, 2015.
- B. Acceptance of the Motion Summary of the Parking and Safety Committee meeting held November 16, 2015.
- C. Acceptance of the Motion Summary of the Public Works/Public Utilities Committee meeting held September 1, 2015.
- D. Resolution No. 16-01, a resolution accepting the public improvements for Innovation Court.
- E. Resolution No. 16-02, a resolution accepting the public improvements for Curtis Farms, Phase 3.

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held January 11 20 16

- F. Resolution No. 16-03, a resolution appointing/reappointing members to various Boards, Commissions, and/or Committees, and specifying the term of the appointments/reappointments.
- G. Resolution No. 16-04, a resolution appointing members to the 2016 Charter Review Commission.
- H. Resolution No. 16-05, a resolution rescheduling the second regular meeting of City Council from December 26 to December 19, 2016.

Mr. Stelzer informed Council that with a meeting change to December 19, 2016 the Finance Department may not have all the supplemental information until prior to the meeting due to payroll date.

Motion: Mr. DiGenova moved to approve the Consent Agenda, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS

ITEM 7: COMMITTEE REPORTS

Vice-Mayor Shafer updated Council on the Special Parking and Safety meeting held January 4, 2016.

Mayor Riggle indicated that work sessions will be scheduled for the first Monday of the month, beginning in February. Council agreed for the meetings to begin at 6:30 p.m.

Mayor Riggle requested Council schedule the date for the Council Retreat. Council agreed that the Retreat be held March 12, 2016.

Mayor Riggle requested that Mr. Hughes provide an update regarding the closing of Buehler' Fresh Foods. Mr. Hughes indicated that he is working with employees to inform them of community resources available. Mr. Hughes also discussed efforts to find potential businesses to use the building.

ITEM 8: RESOLUTION NO. 16-06 [First Reading]
A RESOLUTION HONORING THE LIFE OF DR. MARTIN LUTHER KING, JR.

The Clerk read the resolution for the first time.

Motion: Mr. Jones moved to adopt Resolution No. 16-06, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 9: ORDINANCE NO. 15-118 [Public Hearing and Second Reading]
AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED ON HOWALD INDUSTRIAL PARK ON APPROXIMATELY 27.79 ACRES LOCATED AT 320 LONDON ROAD.

The Clerk read the ordinance for the second time.

There was no public participation.

APPLICANT:
John Howald

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8084 FORM NO. 10148

Held January 11

20 16

320 London Road
Delaware, Ohio 43015

Mr. Howald indicated that he is agreeable to all staff conditions and recommendations.

Motion: Mrs. Keller moved to suspend the rules for Ordinance No. 15-118, seconded by Mr. DiGenova. Motion approved by a 7-0 vote.

Motion: Mrs. Keller moved to adopt Ordinance No. 15-118, seconded by Mr. DiGenova. Motion approved by a 7-0 vote.

ITEM 10: ORDINANCE NO. 15-119 [Public Hearing and Second Reading]

AN ORDINANCE APPROVING A REZONING FROM M-2 (GENERAL MANUFACTURING DISTRICT) TO M-2 PMU (GENERAL MANUFACTURING DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) FOR HOWALD INDUSTRIAL PARK ON APPROXIMATELY 27.79 ACRES LOCATED AT 320 LONDON ROAD.

The Clerk read the ordinance for the second time.

There was no public participation.

Motion: Mrs. Keller moved to suspend the rules for Ordinance No. 15-119, seconded by Mr. DiGenova. Motion approved by a 7-0 vote.

Motion: Mrs. Keller moved to adopt Ordinance No. 15-119, seconded by Mr. DiGenova. Motion approved by a 7-0 vote.

ITEM 11: ORDINANCE NO. 15-120 [Second Reading]

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR HOWALD INDUSTRIAL PARK ON APPROXIMATELY 27.79 ACRES ZONED M-2 PMU (GENERAL MANUFACTURING DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED AT 320 LONDON ROAD.

The Clerk read the ordinance for the second time.

Motion: Mrs. Keller moved to suspend the rules for Ordinance No. 15-120, seconded by Mr. DiGenova. Motion approved by a 7-0 vote.

Motion: Mrs. Keller moved to adopt Ordinance No. 15-120, seconded by Mr. DiGenova. Motion approved by a 7-0 vote.

ITEM 12: ORDINANCE NO. 15-121 [Second Reading]

AN ORDINANCE AUTHORIZING THE FUNDING OF THE PANHANDLE BRIDGE WATER MAIN CONSTRUCTION TO THE DELAWARE COUNTY ENGINEER AS PART OF THE PANHANDLE BRIDGE REPLACEMENT PROJECT.

The Clerk read the ordinance for the second time.

Motion: Mrs. Keller moved to suspend the rules for Ordinance No. 15-121, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held January 11 20 16

Motion: Mrs. Keller moved to adopt Ordinance No. 15-121, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 13: CITY MANAGER'S REPORT

Mr. Homan discussed scheduling a Finance Committee meeting.

Mr. Homan stated that he will be meeting with the superintendents of Delaware City Schools and Olentangy City Schools.

Councilman Shafer indicated that a meeting has been set with the B.I.A.

ITEM 14: COUNCIL COMMENTS

Mrs. Keller discussed the use of regular council meeting to discuss information to be presented at work sessions, if the regular meeting agenda is light.

Mr. DiGenova requested the ethic forms. Information provided to Council on accessing the forms online.

Mr. Hellinger discussed a conversation with Roger Buehler regarding the closing of the store.

Mayor Riggle indicated that she will be at a convention from January 21 through January 24, for the Ironman.

Vice-Mayor Shafer moved to enter into Executive Session at 8:00 p.m. This motion was seconded by Mrs. Keller and approved by a 7-0 vote. Council met in 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. Council conducted a discussion of those items with the following members present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Joe DiGenova, Fourth Ward Kyle Rohrer, At Large George Hellinger, Vice Mayor Kent Shafer and Mayor Carolyn Kay Riggle. Following the discussion at 8:30 p.m., it was moved by Mr. DiGenova that Council move into Open session, seconded by Mr. Rohrer and approved by 7-0 vote.

ITEM 15: ADJOURNMENT

Motion: Vice-Mayor Shafer moved to adjourn the meeting, seconded by Mr. Hellinger. The meeting adjourned at 8:30 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM A DATE: 1/25/16
ORDINANCE NO: RESOLUTION NO: 16-07
READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council
FROM: R. Thomas Homan, City Manager
VIA: ---

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION APPOINTING/REAPPOINTING MEMBERS TO VARIOUS BOARDS, COMMISSIONS, AND/OR COMMITTEES, AND SPECIFYING THE TERM OF THE APPOINTMENTS/REAPPOINTMENTS.

BACKGROUND:

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

FISCAL IMPACT(S):

POLICY CHANGES:

PRESENTER(S):

Carolyn Kay Riggle, Mayor

RECOMMENDATION:

ATTACHMENT(S)



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM B DATE: 1/25/16
ORDINANCE NO: RESOLUTION NO: 16-08
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 RELOCATE THE NO PARKING ANYTIME ZONE ON THE SOUTH AND EAST SIDE OF BALLATER DRIVE TO THE NORTH AND WEST SIDE OF BALLATER DRIVE FROM 20 FEET SOUTH OF THE GOLF CART PATH CROSSING TO SILVERWOOD DRIVE AND ON THE EAST SIDE OF BALLATER DRIVE FROM 20 FEET SOUTH OF TO 20 FEET NORTH OF THE GOLF CART PATH CROSSING.

BACKGROUND

Residents living in the neighborhood requested that the no parking anytime zone be clearly defined and relocated to the north and west side of Ballater Drive. The fire hydrants are located on the north and west side of Ballater Drive and there is little room for the parking of vehicles due to the narrow lot frontage, driveways and mailbox locations. It was also requested that parking be restricted on the west and east side of Ballater Drive adjacent to the golf cart path crossing to improve visibility.

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 January 4, 2016 meeting.

FISCAL IMPACT(S):

The cost of materials and labor to install these signs is estimated at \$300.00 to come out of the Public Works Traffic Division annual operating budget.

POLICY CHANGES:

None

PRESENTER(S):

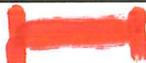
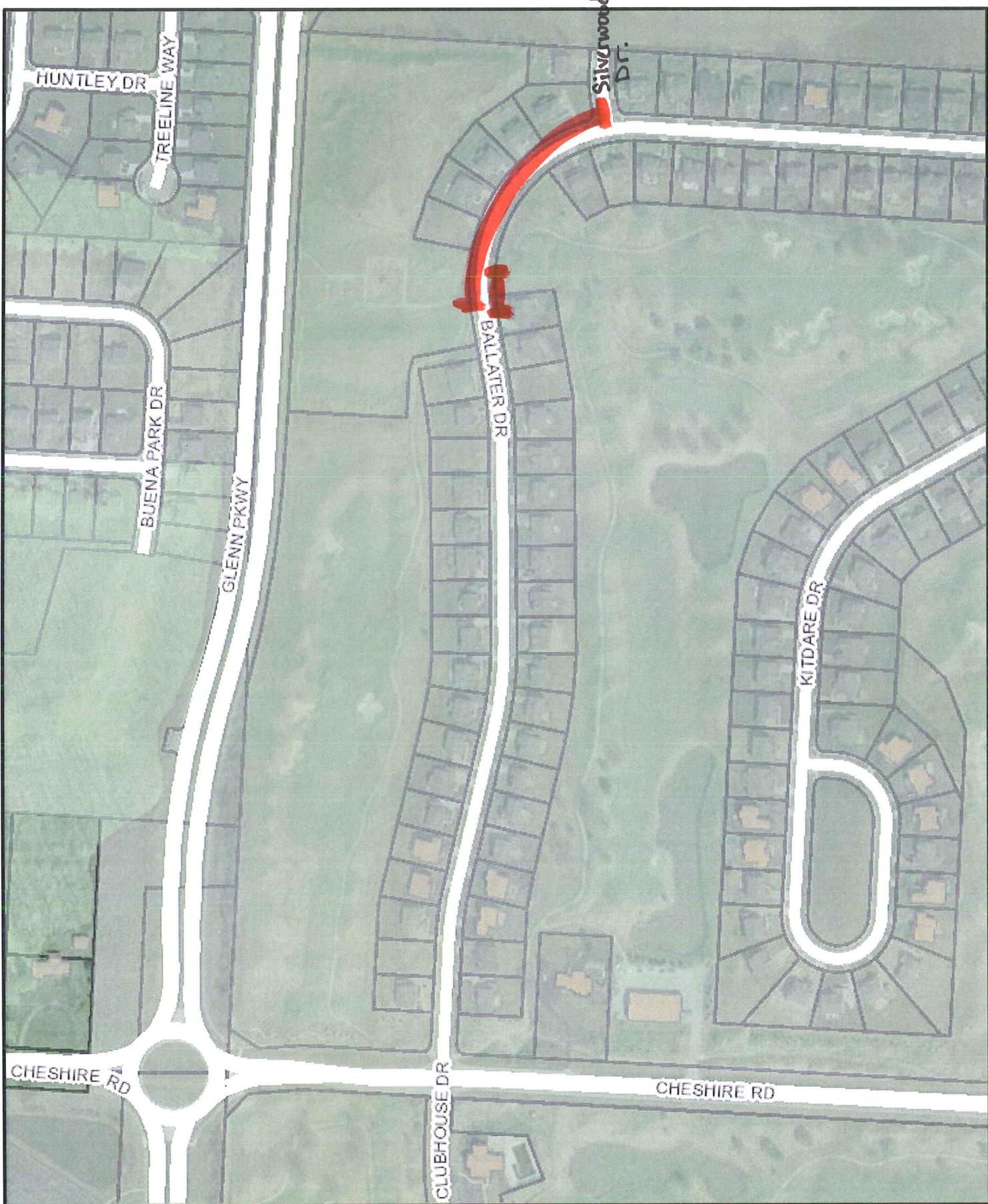
William L. Ferrigno, P.E., Public Works Director/City Engineer

RECOMMENDATION:

Approval

ATTACHMENT(S)

Exhibit A



No Parking Anytime Zone

Information contained within this map may be used to generally locate, identify and inventory land parcels within Delaware County. Delaware County cannot warrant or guarantee the information contained herein, including, but not limited to its accuracy or completeness. The map parcel lines shown are approximate and this information cannot be constructed or used as a "legal description" of a parcel. Flood plain information is obtained from FEMA and is administered by the Delaware County Building Department (740-833-2201). Please report any errors or omissions to the Delaware County Auditor's office at delcogis@co.delaware.oh.us. Prepared by: Delaware County Auditor's GIS Office



Delaware County Auditor
George Kaitsa



Printed on 1/20/2016



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM C DATE: January 25, 2016

ORDINANCE NO: RESOLUTION NO: 16-09

READING: FIRST PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David M. Efland, Director of Planning & Community Development

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO DEVELOPMENT SERVICES AGENCY FOR THE ADMINISTRATION OF HOUSING REVOLVING LOAN FUNDS FOR THE PERIOD BEGINNING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2018.

BACKGROUND:

The City of Delaware is required to enter into this Housing Revolving Loan Fund Administration Agreement with the Ohio Development Services Agency (ODSA) in order to continue to locally administer this fund. The City maintains a small balance (\$24,877) of program income received from previous home rehabilitation assistance mortgages that have been called or become due. This home rehabilitation assistance was funded by federal Community Development Block Grant (CDBG) and/or HOME funds from ODSA and must follow the rules and regulations established by the United States Department of Housing and Urban Development (HUD), as well as the ODSA.

This new Agreement is an updated version of previous agreements the City has signed with the State in the past and extends the administration period for another three years to 2018. The State is requiring a resolution, the signature of the City Manager, and two signed copies returned to their office by January 31, 2016. The Agreement has been reviewed and approved for execution by the City Attorney. With ever-decreasing federal funding, the State is also requiring the City to expend this fund balance within the next two years in conjunction

with the recently-awarded PY2015 CHIP Program. The \$332,200 State CHIP grant is leveraged with City of Delaware, as well as Delaware County, housing program income to fund \$271,700 for Tenant Based Rental Assistance for approximately 36 households, \$40,000 for two (2) new Habitat for Humanity single-family homes, and \$85,000 for home repair assistance for approximately seven (7) income eligible homeowners. Specifically, the City's housing program income is budgeted to fund one home repair project and the construction of one new Habitat for Humanity house home.

REASON WHY LEGISLATION IS NEEDED:

Required by the State of Ohio authorizing the City Manager to execute agreement. Two signed copies are required to be returned to the State by January 31, 2016.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

David M. Efland, Director of Planning & Community Development

RECOMMENDATION:

Approval as presented. New agreement is an updated version of previous agreements the City has signed with the State and extends the administration period for another three years to 2018.

ATTACHMENT(S)

Housing Revolving Loan Fund Administration Agreement

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the **City of Delaware**, located at 1 South Sandusky Street, Delaware, OH 43015-2326 with F.T.I. Number: 31-6400225 (the "Grantee"), and shall be effective beginning **January 1, 2016** (the "Effective Date") and terminate **December 31, 2018** (the "Termination Date").

BACKGROUND INFORMATION

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

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

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on January 25, 2016 (date) authorizing the execution of this Agreement.

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

STATEMENT OF THE AGREEMENT

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

- a.) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
- b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

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

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

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

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

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

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

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

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

16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

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

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

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

19. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

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

21. Termination.

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

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

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

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

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

26. Adherence to State and Federal Laws, Regulations.

a. General. Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

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

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

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

30. Miscellaneous.

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

- b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief
- ii. In the case of Grantee, to:
- City of Delaware
1 South Sandusky Street
Delaware, OH 43015-2326
Attention: City Manager
- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

- I. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

- m. Counterparts: PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:

GRANTOR:

City of Delaware

**State of Ohio
Development Services Agency**

David Goodman, Director

By: _____

By: _____

Printed Name: R. Thomas Homan

Printed Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

**SISTER CITY ADVISORY BOARD
MOTION SUMMARY
October 13, 2015**

ITEM 1. Roll Call

Chairman Guebert called the Sister City Advisory Board meeting to begin at 6:01 p.m.

Members Present: Dan Bartha, Will Kopp, Alejandra Miller, Erin Teets, Rita Selle-Grider, Mayor Carolyn Riggle and Chairman Rand Guebert

Members Absent: Councilman Andrew Brush

Staff Present: Michele Kohler, Executive Assistant

Motion to Excuse: Mayor Riggle moved to excuse Mr. Brush, seconded by Mr. Bartha. Motion approved by a 7-0 vote.

ITEM 2. APPROVAL of the Motion Summary of the Sister City Advisory Board meetings held on April 14 and July 14, 2015, as recorded and transcribed.

Motion: Mayor Riggle moved to approve the Motion Summary of the Sister City Advisory Board meetings held on April 14 and July 14, 2015, as recorded and transcribed, seconded by Mr. Kopp. Motion approved by a 7-0 vote.

ITEM 3. Functionality of Sister City Relationships

Chairman Guebert discussed the need to establish relationships to encourage future visits. A discussion was held on building relationships with veterans of foreign wars.

Ms. Selle-Grider discussed the need for community awareness and involvement on the relationships with Sister Cities. A discussion was held on using social media to provide education to the community.

ITEM 4. Global Scholars Program Update

Mr. Bartha provided an update on the continued progress that the Delaware City School Board has done to begin this program.

ITEM 5. City Status Updates:

a. Baumholder, Germany

Chairman Guebert discussed with the Board the upcoming plans for Ohio Wesleyan Soccer Team to visit the summer of 2016.

b. Arequipa, Peru

Chairman Guebert stated that Mr. Patricio Plazolles is no longer employed with Ohio Wesleyan University. A discussion was held on meeting with the Rotary Clubs to assist with building a relationship.

c. Sakata, Japan

Chairman Guebert discussed the upcoming visit of students and delegates from Sakata, Japan. Chairman Guebert also discussed the relationship of delegates from Sakata to the Rotary Club.

d. Omutninsk, Russia

Chairman Guebert stated there have been no recent updates or communication.

ITEM 6. Sakata Delegation Visit (October 31-november 4) Update

a. 2016/2017 Return Visit

Ms. Kohler provided an update on the Delegation's schedule of events for their visit.

ITEM 7. Date of next meeting: January 12, 2016

ITEM8. Adjournment

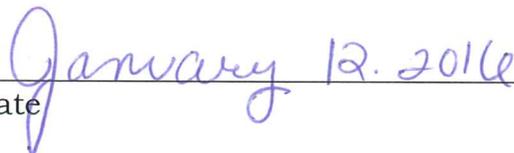
The Sister City Advisory Board Meeting adjourned at 6:42 p.m.



Rand Guebert, Chairman



Elaine McCloskey, Clerk



Date

**PLANNING COMMISSION
MOTION SUMMARY
December 2, 2015**

ITEM 1. Roll Call

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

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

Members Absent: Dean Prall

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

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

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

Motion: Mr. Halter moved to approve the Motion Summary for the November 4, 2015 meeting, seconded by Ms. Tucker-Buck. Motion approved by a 6-0 vote.

ITEM 3. REGULAR BUSINESS

A. Howald Industrial Park

- (1) 2015-1899: A request by Howald Industrial Park, Inc., for approval of a Rezoning from M-2 (General Manufacturing) to M-2 PMU (General Manufacturing with a Planned Mixed Use Overlay District) on approximately 27.79 acres located at 320 London Road.
- (2) 2015-1900: A request by Howald Industrial Park, Inc. for approval of a Conditional Use Permit allowing the placement of a PMU (Planned Mixed Use Overlay District) to be established on Howald Industrial Park on approximately 27.79 acres located at 320 London Road.
- (3) 2015-1901: A request by Howald Industrial Park, Inc., for approval of a Preliminary Development Plan on approximately 27.79 acres zoned M-2 (General Manufacturing District with a Planned Mixed Use Overlay District) located at 320 London Road.

Anticipated Process

a. Staff Presentation

Mr. Efland provided a presentation regarding the location of the property and reviewed the comprehensive plan and future land use map. Mr. Efland discussed the zoning of the property and surrounding properties. Mr. Efland

discussed the Preliminary Development Plan and existing conditions.

Mr. Halter discussed the traffic access and egress points to site location. Mr. Halter voiced his concern regarding heavy traffic being used on Toledo Street. Mr. Halter recommended that trucks not use the Toledo Street access point. Mr. Efland discussed the current access and egress points on the site and that Toledo Street will be a secondary access point.

b. Applicant Presentation

APPLICANT:

John Howald
320 London Road
Delaware, Ohio

Mr. Howald indicated that in the past Toledo Street was the only access site, and that there was heavy vehicles and equipment that utilized this access.

c. Public Comment (public hearing)

PUBLIC PARTICIPATION:

Tim Shaw
8 David Street
Delaware, Ohio 43015

Mr. Shaw voiced no concerns regarding the plans for Howald Industrial Park, Inc.

d. Commission Action

Motion: Vice-Chairman Simpson moved to approve 2015-1899 along with all staff recommendations and conditions, seconded by Mr. Lemke. Motion approved by a 6-0 vote.

Motion: Vice-Chairman Simpson moved to approve 2015-1900 along with all staff recommendations and conditions, seconded by Mr. Lemke. Motion approved by a 6-0 vote.

Motion: Vice-Chairman Simpson moved to approve 2015-1901 along with all staff recommendations and conditions, seconded by Mr. Lemke. Motion approved by a 6-0 vote.

ITEM 4. PLANNING DIRECTOR'S REPORT

Mr. Efland thanked Mr. Lemke for his service and contributions as a member of the Planning Commission.

Mr. Efland reminded the Commission that the next regular scheduled meeting will be January 20, 2016.

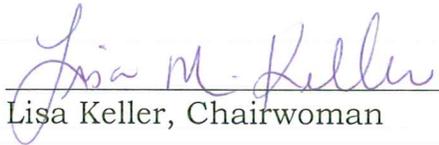
ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Mr. Lemke indicated that he would be willing to serve as interim for his seat on the Planning Commission until a replacement is appointed.

ITEM 6. NEXT REGULAR MEETING: January 20, 2016

ITEM 7. ADJOURNMENT:

Motion: Chairwoman Keller moved for the December 2, 2015 Planning Commission meeting to adjourn. The meeting adjourned at 7:36 p.m.



Lisa Keller, Chairwoman



Elaine McCloskey, Clerk

RECREATION LEVY SUB-COMMITTEE
MOTION SUMMARY
June 22, 2014

ITEM 1. ROLL CALL

Members Present: Allyson Lash, Councilmember Joe DiGenova, Councilmember Chris Jones, Councilmember Lisa Keller, Chairman Andrew Brush.

Ex-Officio Members Present: R. Thomas Homan, City Manager, Vice-Mayor George Hellinger, and Mayor Carolyn Riggle (arrived at 6:11 p.m.).

City Staff Present: Jackie Walker, Assistant City Manager, Stacy Davenport, Parks Superintendent, and Dan Whited, Public Service Director.

Meeting called to order at 6:00 p.m. by Chairman Andrew Brush.

ITEM 2. APPROVAL of the Motion Summary for June 10, 2014 meeting as recorded and transcribed.

Motion: Mrs. Keller moved to approve the Motion Summary for June 10, 2014 meeting as recorded and transcribed, seconded by Mr. Jones. Motion approved by a 3-2 (Lash, DiGenova)-0 vote.

ITEM 3. Public Comments

ITEM 4. Rec Levy "2nd Draw" projects update

Mr. Whited provided information on Park Levy Draw 2 projects budget (excluding Veteran's Park). Mr. Whited provided the status of the project and the budget. Mr. Davenport provided updates on the progression and completion of projects. Mr. Whited stated that there was \$17,500 allocated towards the Blue Limestone Community Gardens. Mr. Davenport stated that only six of the eight plots have been rented.

Motion: Mrs. Keller moved to reallocate \$17,500 funds of the Community Gardens of Blue Limestone Park to the contingency fund, seconded by Mr. Jones. Motion approved by a 5-0 vote.

ITEM 5. Veteran's Park Splash Play project update

Mrs. Walker provided a presentation on the park site plan, splash pad layout, and diagrams of the all-inclusive play toy. Mrs. Walker indicated that the fossil mound will be constructed with artificial turf and will be all inclusive. Mrs. Walker discussed the efforts to reduce cost and the value engineering process.

Mrs. Walker discussed the removed components of the park, including the fossil dig and the park entry sign. Mrs. Walker stated the project funding total of \$2,220,000.00 and the current funding of \$1,870,000.00 with a difference of \$350,000.00.

Mrs. Keller discussed the need for materials, such as, metal seam roofing, to reduce future maintenance cost that would be construed from the use of asphalt shingles. Mrs. Keller also discussed the importance of providing the first all inclusive play toy in the City of Delaware.

Mr. DiGenova asked if staff had researched any federal grants to assist in the construction of the all inclusive play toy. Mrs. Walker stated that she has been researching grants and awards that the all inclusive play toy may be eligible to receive.

Mrs. Walker discussed the role that the YMCA will provide on monitoring the splash pad for concerns and current working conditions. Mrs. Walker explained that the YMCA will have the ability to shut down the splash pad if necessary due to a maintenance concern.

Chairman Brush asked if the additional funding is allocated to the Veterans Park Splash and Play will staff be comfortable with the remaining contingency fund balance. Mr. Whited plans to prioritize the remaining list of uncompleted projects. Mrs. Keller stated that the park has a contingency fund specifically towards the park.

Chairman Brush recommended that the list of priorities be presented to the Parks and Recreation Advisory Board.

Motion: Mrs. Keller moved to recommend to Council and increase budget for the Veterans Park Splash and Play by \$350,000 utilizing the contingency funds, seconded by Mr. Jones. Motion approved by a 5-0 vote.

ITEM 6. Adjournment

Motion: Mr. Jones moved to adjourn the Recreation Levy Sub-Committee Meeting. Meeting adjourned at 6:42 p.m.

Andrew Brush, Chairman

Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: 8

DATE: 1/25/16

ORDINANCE NO: 16-01

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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 FINAL DEVELOPMENT PLAN FOR THE COMMUNITIES AT GLENROSS SECTION 6 CONSISTING OF 30 SINGLE FAMILY LOTS ON 9.927 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON EAGLE WALK AND WHITE FAWN RUN.

BACKGROUND:

In August 2015 The Communities at Glenross Sections 6-10, located north of Cheshire Road, received Amended Preliminary Development Plan and Amended Subdivision Plat approval by the Planning Commission and City Council. Now the applicant is requesting to develop Section 6 which is located just west of the railroad tracks and south of Section 4 and would contain 30 single family lots on 9.927 acres. Access is gained through Section 4 from the north along Eagle Walk Road. Section 6 would connect to Balmoral Drive (the main north/south to Cheshire Road) when Section 7 is constructed. White Fawn Run extends and stubs to the south and Crickstone Drive stubs to the west. The comprehensive and extensive design requirements of the Communities at Glenross subdivision would be required in this section. The requirements for Sub-Area IIC include: minimum 1,600 square feet for ranch house and 1,800 multi-story single family houses respectively, 40% natural materials on all elevations which shall consist of brick, stone, or cultured stone and/or fiber cement siding and the roofs shall have dimensional shingles among other items. The lot sizes range from 8,775 square feet (0.21 acre) to 13,416 square

feet (0.308 acres) with minimum lot widths of 65 feet and minimum lot depths of 130 feet (8,450 square feet). There is single 0.687 acre open area located adjacent to the railroad tracks behind seven lots in the subject plat allocated for the proposed landscaped mound. The subject mound would be 10-12 foot high with landscaping installed adjacent to the railroad tracks to be consistent with mounding in Section 4 of the Communities at Glenross just north of the subject section. The mounding and landscaping shall be the maintenance responsibility of the Home Owners Association (HOA) in perpetuity.

In addition, this subdivision shall be in the Delaware South New Community Authority. There is a calculated transportation fee per lot imposed at the time of building permit issuance at the rate for single family lots in the Glenross Golf Club Subdivision. This area is subject to the South East Highland Sanitary Sewer additional capacity fee of \$3,200 per dwelling unit.

REASON WHY LEGISLATION IS NEEDED:

Per Chapter 1129.06(f)(5), Final Development Plans require City Council approval.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 7-0 on January 20, 2016.

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. 16-01

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR THE COMMUNITIES AT GLENROSS SECTION 6 CONSISTING OF 30 SINGLE FAMILY LOTS ON 9.927 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON EAGLE WALK AND WHITE FAWN RUN.

WHEREAS, the Planning Commission at its meeting of January 20, 2016 recommended approval of a Final Development Plan for The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk and White Fawn Drive (2015-2565), 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 The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk and White Fawn Drive is hereby confirmed, approved, and accepted 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.
2. The subject plan shall achieve compliance with the approved Preliminary Development Plan.

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: _____, 2016 YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK MAYOR

CASE NUMBERS: 2015-2565 & 2566

REQUEST: Multiple Requests

PROJECT: The Communities at Glenross - Section 6

MEETING DATE: January 20, 2016

APPLICANT/OWNER

Pulte Homes of Ohio LLC
4900 Tuttle Crossing Blvd.
Dublin, Ohio 43016

REQUEST

2015-2565: A request by Pulte Homes for approval of a Final Development Plan for The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk Road and White Fawn Run.

2015-2566: A request by Pulte Homes for approval of a Final Subdivision Plat for The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk Road and White Fawn Run.

PROPERTY LOCATION & DESCRIPTION

The subject section is located just west of the railroad tracks and just south of Section 4 and located on Eaglewalk Drive and White Fawn Run respectively. The zoning of the subject site is R-2 PMU (Single-Family Residential District with a Planned Mixed Use Overlay District) as are the properties to the north, south and west. The property to the east is zoned residential in Berlin Township.

BACKGROUND

The Communities at Glenross development was annexed and zoned in 2006 and received a Rezoning Amendment and Amended Preliminary Development Plan and Preliminary Subdivision Plat approval in 2010. This development was designed as a sister development to the Golf Club at Glenross. Overall, this development consists of approximately 400 acres and over 1,100 dwelling units. The plan includes single family detached units as well as condominium units. Compared to the Golf Club at Glenross development, the Communities at Glenross has a much more detailed sub-area plan and Development Text. The development is located in several zoning sub-areas on both sides of Cheshire Road and includes significant open space, park area, a club house, and buffering amenities.

In August 2015, Sections 6-10, located north of Cheshire Road, received Amended Preliminary Development Plan and Amended Subdivision Plat approval by the Planning Commission and City Council. Now the applicant is requesting to develop Section 6 which is located just west of the railroad tracks and south of Section 4 and would contain 30 single family lots on 9.927 acres.

STAFF ANALYSIS

- **LAND USE:** The proposed development is located in an area that recommends a future land use of Mixed Use consistent with the PMU Overlay zoning and associated development text and preliminary plans. The proposed single family development achieves compliance with the comprehensive plan.
- **DESIGN:** The comprehensive and extensive design requirements of the Communities at Glenross subdivision would be required in this section. The requirements for Sub-Area IIC include: minimum 1,600 square feet for a ranch house and 1,800 square feet for multi-story single family houses respectively, 40% natural materials on all elevations which shall consist of brick, stone, or cultured stone and/or fiber cement siding and the roofs shall have dimensional shingles among other items.
- **ENGINEERING:** The Applicant has submitted final engineering drawings for review by 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. All utilities shall be stubbed to the section line to facilitate future adjacent development.
- **ROADS, TRAFFIC & ACCESS:** Access is gained through Section 4 from the north along Eagle Walk Road. Section 6 would connect to Balmoral Drive (the main north/south road connecting to Cheshire Road) when Section 7 is constructed. Staff would require the next Section of this subdivision that is constructed to connect to Balmoral Drive for safety reasons. White Fawn Run extends and stubs to the south and Crickstone Drive stubs to the west. All the streets would have to achieve compliance with minimum engineering standards

- **LOT SIZE:** This section is in Sub-Area IIC which has specific development standards within The Communities at Glenross. The lot sizes range from 8,775 square feet (0.21 acre) to 13,416 square feet (0.308 acres) with minimum lot widths of 65 feet and minimum lot depths of 130 feet (8,450 square feet). The front yard setbacks are 25 feet, the rear yard setbacks are 30 feet while the side yard setbacks are 10 feet. All lots meet or exceed minimum requirements of the approved text and are in conformance with the Amended Preliminary Development Plan and Preliminary Subdivision Plat.
 - **LIGHTING PLAN:** A lighting plan needs to be submitted, reviewed and approved by the Chief Building Official that complies with the minimum zoning requirements prior to the engineering drawing approval.
 - **LANDSCAPE PLAN:** A street tree planting plan needs to be submitted, reviewed, and approved by the Shade Tree Commission. It is imperative that the Applicant coordinate the landscaping plan with the Engineering site development plan so that required landscaping does not impede visibility at intersections or of any traffic control signs.
 - **OPEN SPACE/RESERVE AREA:** There is a single 0.687 acre open area located adjacent to the railroad tracks behind seven lots in the subject plat allocated for a proposed landscaped mound. The subject mound would be 10-12 feet high with landscaping installed adjacent to the railroad tracks to be consistent with mounding in Section 4 of the Communities at Glenross just north of the subject section. The mounding and landscaping shall be the maintenance responsibility of the Home Owners Association (HOA) in perpetuity. No changes to the mounding or landscaping shall be allowed without the approval of the City of Delaware. The applicant may make allowances for individual homeowners to mow and otherwise maintain this area so long as no improvements are altered, but the final maintenance responsibility shall rest with the HOA. The subject plan shall be reviewed and approved by the Shade Tree Commission.
 - **MISCELLANEOUS:** This subdivision shall be in the Delaware South New Community Authority, there is a calculated transportation fee per lot imposed at the time of building permit issuance at the rate for single family lots in the Glenross Golf Club Subdivision and this area is subject to the South East Highland Sanitary Sewer additional capacity fee of \$3,200 per dwelling unit.
-

STAFF RECOMMENDATION – (FINAL DEVELOPMENT PLAN - 2015-2565)

Staff recommends approval of a request by Pulte Homes of a Final Development Plan for The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk Road and White Fawn Run, 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.
 2. The subject plan shall achieve compliance with the approved Preliminary Development Plan.
-

STAFF RECOMMENDATION – (FINAL SUBDIVISION PLAT - 2015-2566)

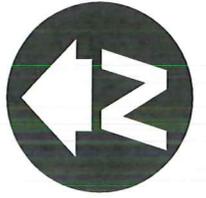
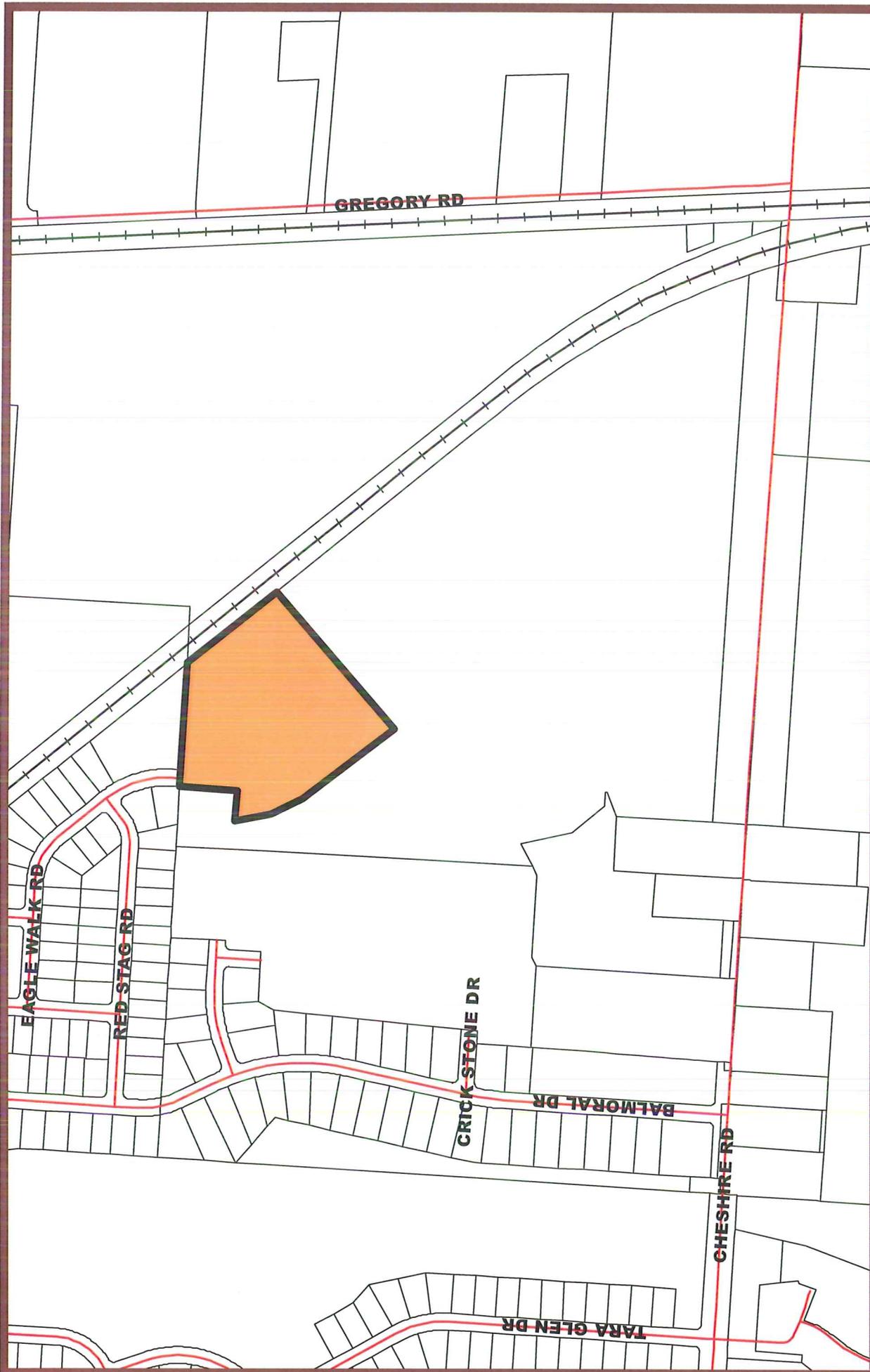
Staff recommends approval of a request by Pulte Homes of a Final Subdivision Plat for The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk Road and White Fawn Run, with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any stormwater and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The single family houses shall comply with the Sub-Area IIC Communities at Glenross design and size standards and Chapter 1171.08 Residential Development Design Criteria and Performance Standards.
3. The lighting plan shall be submitted, reviewed and approved by the Chief Building Official prior to engineering drawing approval.

4. The street tree plan shall be reviewed and approved by the Shade Tree Commission.
5. A 10-12 foot high mound with landscaping shall be installed adjacent to the railroad tracks to be consistent with mounding in Section 4 of the Communities at Glenross just north of the subject section. The mounding and landscaping shall be the maintenance responsibility of the Home Owners Association (HOA) in perpetuity. No changes to the mounding or landscaping shall be allowed without the approval of the City of Delaware. The applicant may make allowances for individual homeowners to mow and otherwise maintain this area so long as no improvements are altered, but the final maintenance responsibility shall rest with the HOA. The subject plan shall be reviewed and approved by the Shade Tree Commission.
6. This section of the Communities of Glenross Subdivision is in the Delaware South New Community Authority, subject to the single family lot transportation fee in effect for the Glenross Golf Club at the time of building permit issuance and is subject to the South East Highland Sanitary Sewer additional capacity charge of \$3,200 per dwelling units.
7. The next section constructed in The Communities at Glenross shall connect to Balmoral Drive for safety reasons.

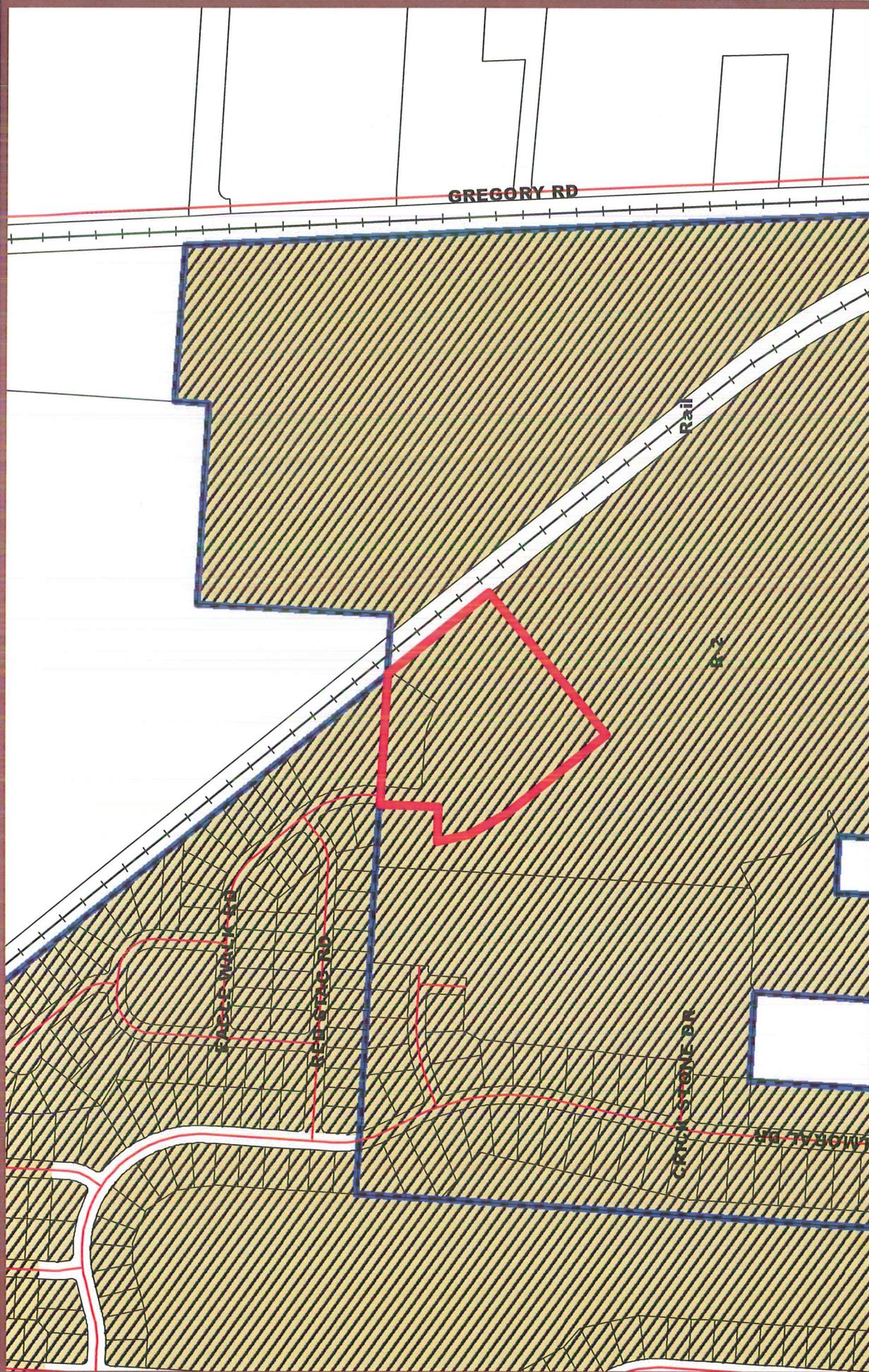
CONCLUSIONS

- The proposal is consistent with the Land Use element of the Comprehensive Plan.
- The proposal meets all applicable Code requirements, with fulfillment of the approval conditions.

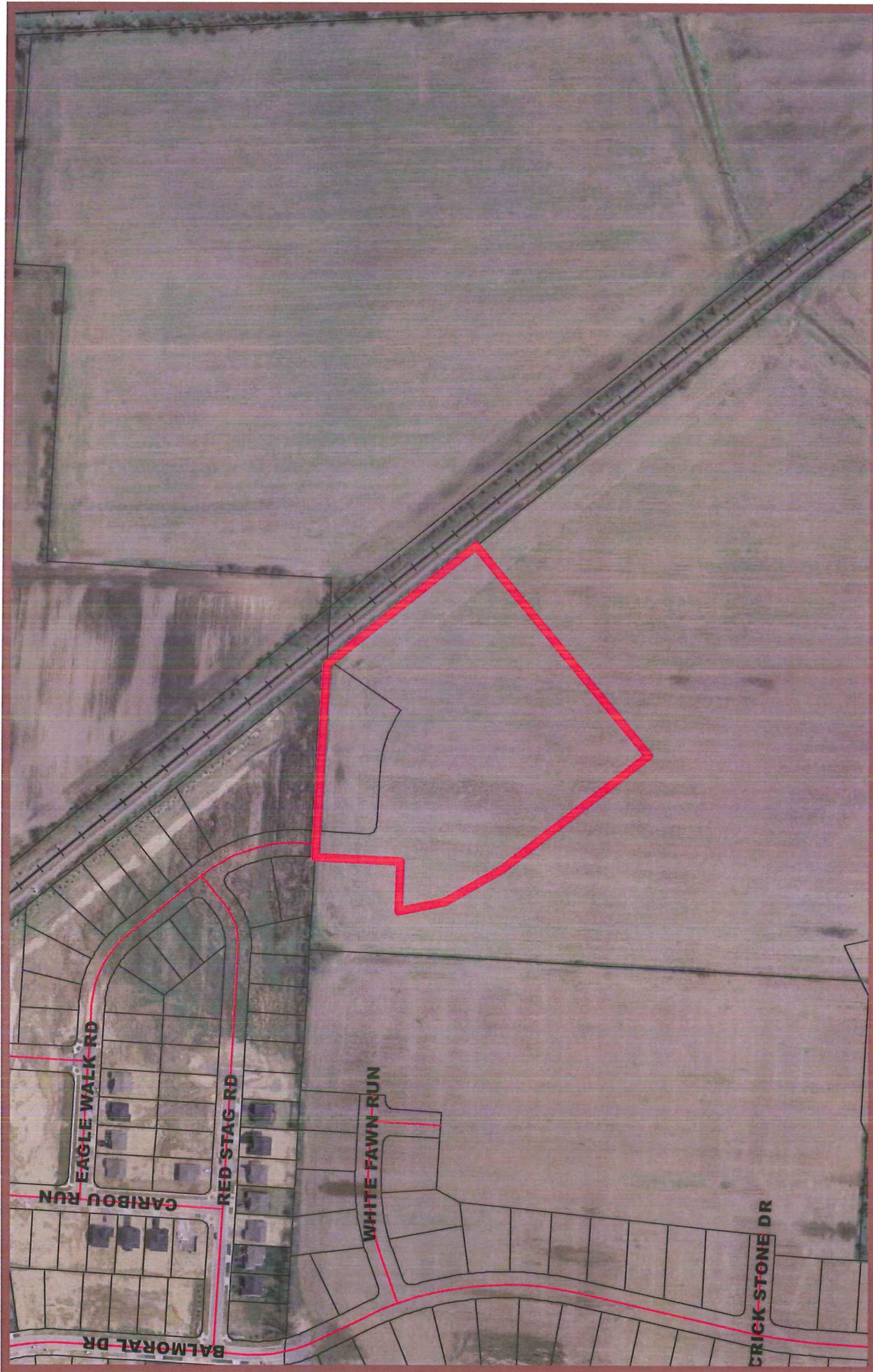


2015-2565 & 2566
 Final Development Plan & Final Subdivision Plat
 Communities at Glenross - Section 6
 Location Map





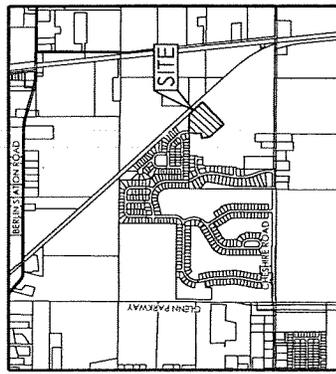
2015-2565 & 2566
Final Development Plan & Final Subdivision Plat
Communities at Glenross - Section 6
Zoning Map



2015-2565 & 2566
 Final Development Plan & Final Subdivision Plat
 Communities at Glenross - Section 6
 Aerial (2013)



COMMUNITIES AT GLENROSS SECTION 6



LOCATION MAP
NOT SCALE

PREPARED FOR:



4900 TUTTLE CROSSING BOULEVARD
DUBLIN, OHIO 43016
PH. 614-356-5833

SUBMITTAL: DECEMBER 16, 2015

CIVIL ENGINEER &
LANDSCAPE ARCHITECT

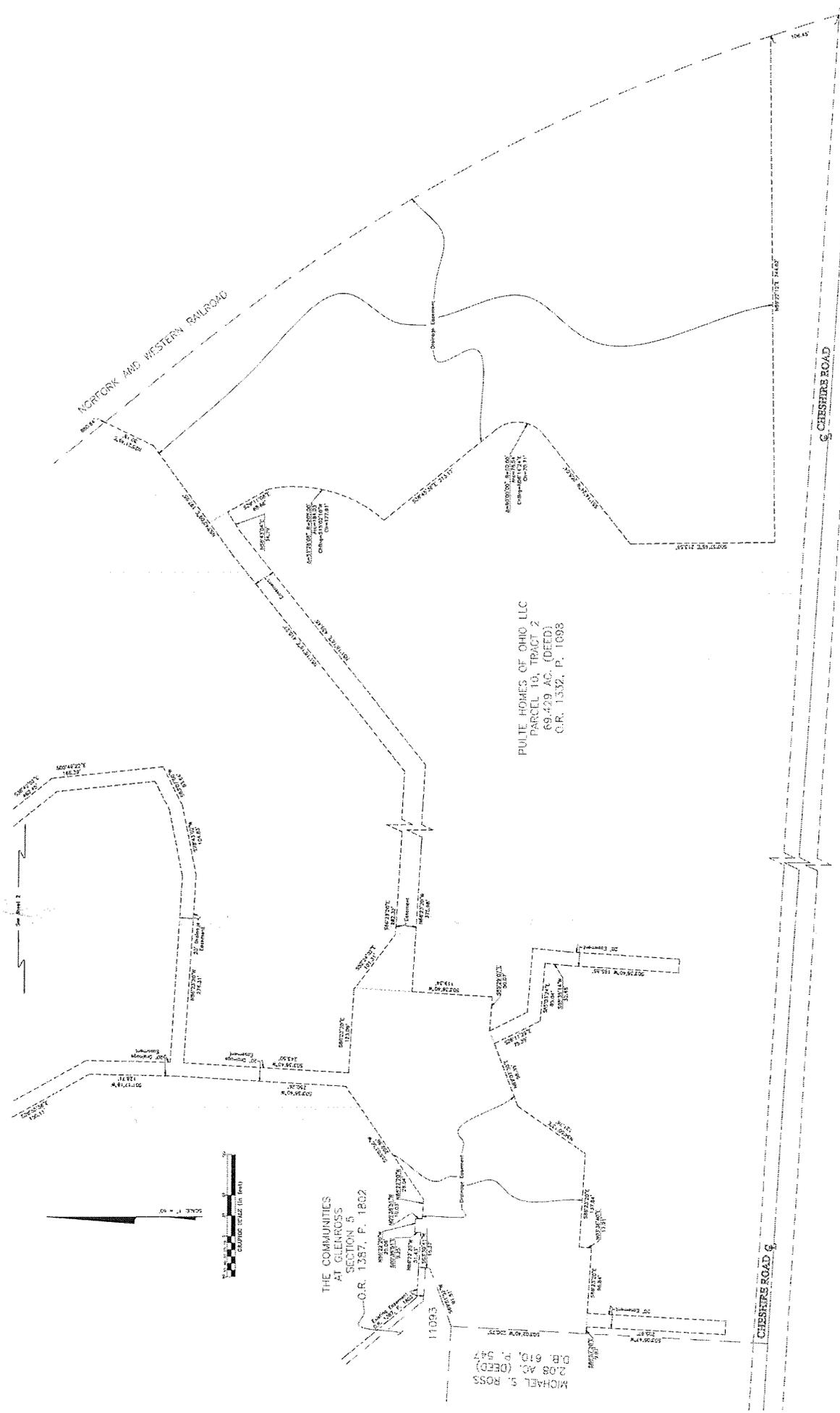


INDEX OF DRAWINGS

FINAL PLAN:	SECTION 6	SHEET 1-3
SITE PLAN:	LANDSCAPE PLAN:	SHEET 4
STREET TREE PLAN:	LANDSCAPE ENLARGEMENT & DETAILS	SHEET 5-6
ILLUSTRATIVE SITE PLAN:		SHEET 7

THE COMMUNITIES AT GLENROSS SECTION 6

3 3

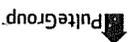


THE COMMUNITIES
AT GLENROSS
SECTION 5
C.R. 1387, P. 1862

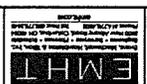
MICHAEL S. ROSS
2.08 AC. (DEED)
O.B. 610, P. 547

PULTE HOMES OF OHIO LLC
PARCEL 10, TRACT 2
69.429 AC. (DEED)
C.R. 1332, P. 1098

REVISIONS	DATE	DESCRIPTION



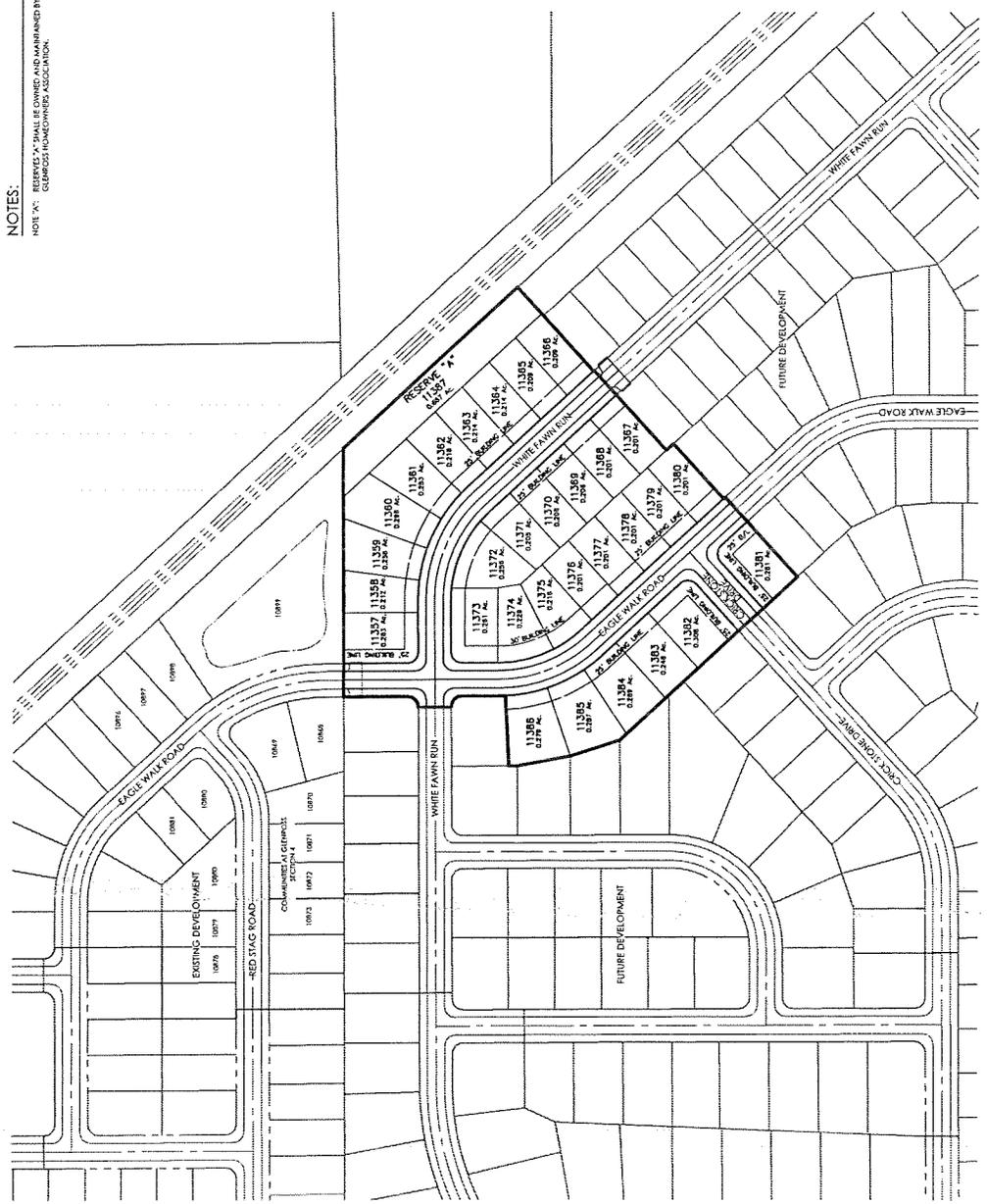
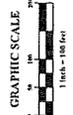
COMMUNITIES AT GLENROSS
SECTION 6
FINAL DEVELOPMENT PLAN
CITY OF DELAWARE, DELAWARE COUNTY, OHIO



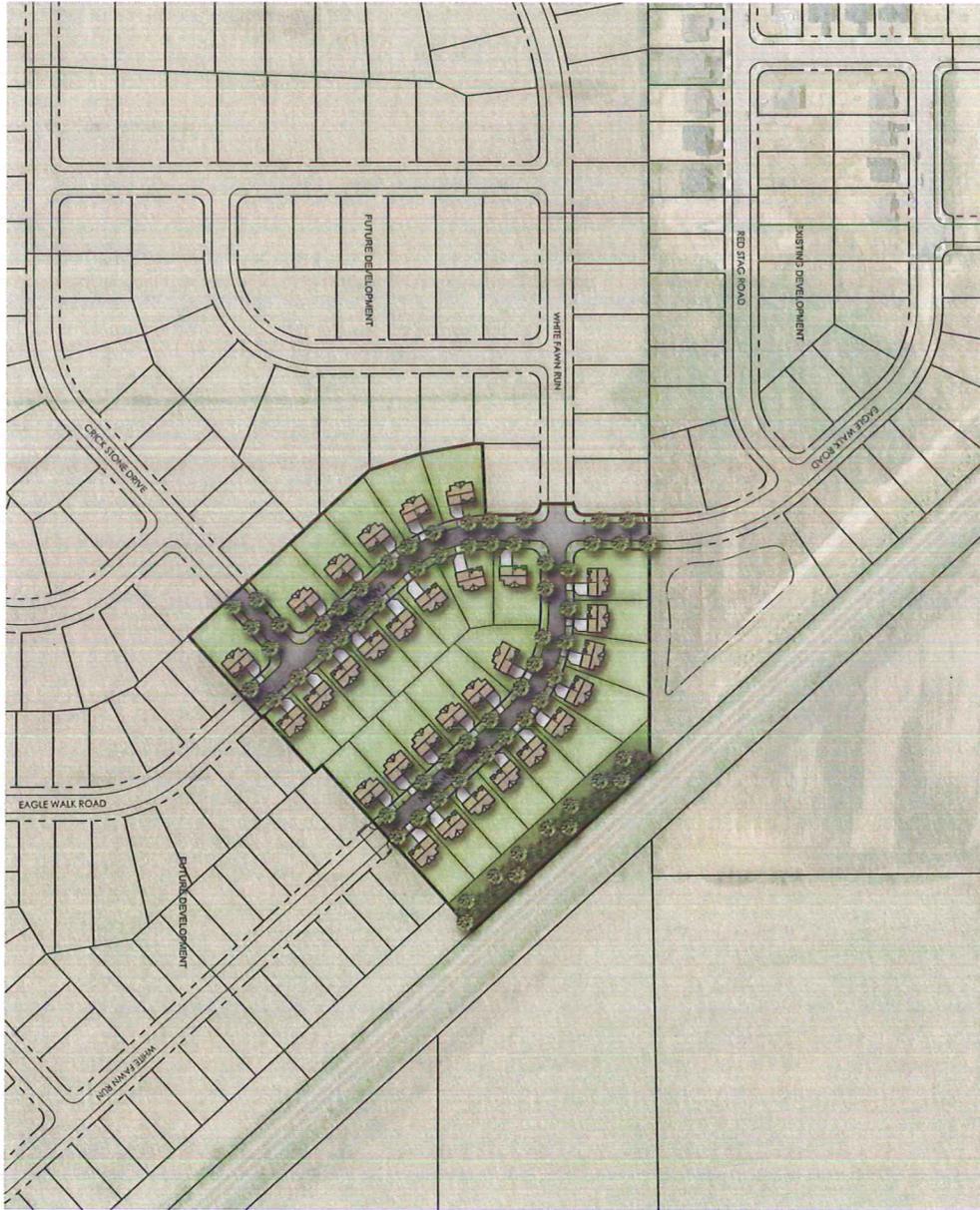
DATE: December 16, 2015
SCALE: 1" = 100'
JOB NO.: 201106031
SHEET: 4/7

SITE STATISTICS:
TOTAL ACRES: 89.97 ACRES
TOTAL DWELLING UNITS: 20
TOTAL CHANGEOVER: 20
TOTAL OPEN SPACE: 21.867 ACRES

NOTES:
NOTE #1: THESE'S SITE PLAN IS UNAPPROVED BY THE COMMUNITIES AT GLENROSS HOMEOWNERS ASSOCIATION.



4/20150211\Delaware\Comm\Final\20150211 Final 12/16/2015 1:05 PM Last Printed By: Brian Shook 12/16/2015 8:28 AM DWG



REVISIONS		
MARK	DATE	DESCRIPTION



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



Project # _____

Case # 2015-2565
91500

Planning Commission

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

Subdivision/Project Name THE COMMUNITIES AT (L&L) MASS SECTION 6 Address CHESHIRE ROAD
 Acreage 9.927 Square Footage _____ Number of Lots 31 Number of Units _____
 Zoning District/Land Use _____ Proposed Zoning/Land Use _____ Parcel # 41832001013000

Applicant Name PULTE HOMES OF OHIO LLC Contact Person STEVE PECK

Applicant Address 4900 TUTTLE CROSSING BOULEVARD, DUBLIN, OHIO, 43016

Phone 614-356-5833 Fax 614-356-6801 E-mail STEPHEN.PECK@PULTE.COM

Owner Name PULTE HOMES OF OHIO LLC Contact Person STEVE PECK

Owner Address 4900 TUTTLE CROSSING BOULEVARD, DUBLIN, OHIO, 43016

Phone 614-356-5833 Fax 614-356-6801 E-mail STEPHEN.PECK@PULTE.COM

Engineer Architect/Attorney EMHT Contact Person MATT VIERK

Address 5500 NEW ALBANY ROAD, COLUMBUS, OHIO, 43054

Phone 614-775-4131 Fax _____ E-mail MVIERK@EMHT.COM

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

Owner Signature

Owner Printed Name

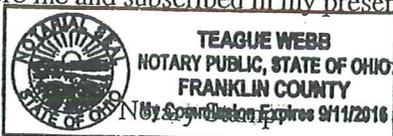
Matthew A. Kirk

MATTHEW A. KIRK

Agent Signature

Agent Printed Name

Sworn to before me and subscribed in my presence this 9th day of December, 2015.



Teague Webb
Notary Public



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



Project # _____ Case # 2015-2566

\$1100

Planning Commission

- | | | |
|--|--|---|
| <input type="checkbox"/> Amended Final Development Plan | <input type="checkbox"/> Final Development Plan Extension | <input type="checkbox"/> Substitution of a Non-Conforming Use |
| <input type="checkbox"/> Amended Final Subdivision Plat | <input checked="" type="checkbox"/> Final Subdivision Plat | <input type="checkbox"/> Vacation-Alley |
| <input type="checkbox"/> Amended Preliminary Development Plan | <input type="checkbox"/> Final Subdivision Plat Extension | <input type="checkbox"/> Vacation-Easement |
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| <input type="checkbox"/> Concept Plan | <input type="checkbox"/> Preliminary Dev Plan Extension | <input type="checkbox"/> Substitution of Equal or Less Non-Conforming Use |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Preliminary Sub Plat | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Determination of Similar Use | <input type="checkbox"/> Preliminary Sub Plat Extension | |
| <input type="checkbox"/> Development Plan Exemption | <input type="checkbox"/> Rezoning | |
| <input type="checkbox"/> Final Development Plan | <input type="checkbox"/> Subdivision Variance | |

Subdivision/Project Name THE COMMON NEEDS AT (L&L)ROSS SECTION 6 Address CITESHIRE ROAD

Acreage 9.927 Square Footage _____ Number of Lots 31 Number of Units _____

Zoning District/Land Use _____ Proposed Zoning/Land Use _____ Parcel # 41832001013000

Applicant Name PULTE HOMES OF OHIO LLC Contact Person STEVE PECK

Applicant Address 4900 TUTTLE CROSSING BOULEVARD, DUBLIN, OHIO, 43016

Phone 614-356-5833 Fax 614-356-6801 E-mail STEPHEN.PECK@PULTE.COM

Owner Name PULTE HOMES OF OHIO LLC Contact Person STEVE PECK

Owner Address 4900 TUTTLE CROSSING BOULEVARD, DUBLIN, OHIO, 43016

Phone 614-356-5833 Fax 614-356-6801 E-mail STEPHEN.PECK@PULTE.COM

Engineer/Architect/Attorney EMHAT Contact Person MATT KERK

Address 5500 NEW ALBANY ROAD, COLUMBUS, OHIO, 43054

Phone 614-775-4131 Fax _____ E-mail M.KERK@EMAT.COM

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

Owner Signature

Owner Printed Name

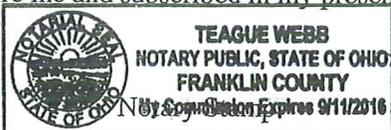
Matthew A. Kerk

MATTHEW A. KERK

Agent Signature

Agent Printed Name

Sworn to before me and subscribed in my presence this 9th day of December, 2015.



Teague Webb
Notary Public



FACT SHEET

AGENDA ITEM NO: 9

DATE: 1/25/16

ORDINANCE NO: 16-02

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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 FINAL SUBDIVISION PLAT FOR THE COMMUNITIES AT GLENROSS SECTION 6 CONSISTING OF 30 SINGLE FAMILY LOTS ON 9.927 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON EAGLE WALK AND WHITE FAWN RUN.

BACKGROUND:

In August 2015 The Communities at Glenross Sections 6-10, located north of Cheshire Road, received Amended Preliminary Development Plan and Amended Subdivision Plat approval by the Planning Commission and City Council. Now the applicant is requesting to develop Section 6 which is located just west of the railroad tracks and south of Section 4 and would contain 30 single family lots on 9.927 acres. Access is gained through Section 4 from the north along Eagle Walk Road. Section 6 would connect to Balmoral Drive (the main north/south to Cheshire Road) when Section 7 is constructed. White Fawn Run extends and stubs to the south and Crickstone Drive stubs to the west. The comprehensive and extensive design requirements of the Communities at Glenross subdivision would be required in this section. The requirements for Sub-Area IIC include: minimum 1,600 square feet for ranch house and 1,800 multi-story single family houses respectively, 40% natural materials on all elevations which shall consist of brick, stone, or cultured stone and/or fiber cement siding and the roofs shall have dimensional shingles among other items. The lot sizes range from 8,775 square feet (0.21 acre) to 13,416 square

feet (0.308 acres) with minimum lot widths of 65 feet and minimum lot depths of 130 feet (8,450 square feet). There is single 0.687 acre open area located adjacent to the railroad tracks behind seven lots in the subject plat allocated for the proposed landscaped mound. The subject mound would be 10-12 foot high with landscaping installed adjacent to the railroad tracks to be consistent with mounding in Section 4 of the Communities at Glenross just north of the subject section. The mounding and landscaping shall be the maintenance responsibility of the Home Owners Association (HOA) in perpetuity.

In addition, this subdivision shall be in the Delaware South New Community Authority. There is a calculated transportation fee per lot imposed at the time of building permit issuance at the rate for single family lots in the Glenross Golf Club Subdivision. This area is subject to the South East Highland Sanitary Sewer additional capacity fee of \$3,200 per dwelling unit.

REASON WHY LEGISLATION IS NEEDED:

Per Chapter 1111.04, Final Subdivision Plats require City Council approval.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 7-0 on January 20, 2016.

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)

ORDINANCE NO. 16-02

AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR THE COMMUNITIES AT GLENROSS SECTION 6 CONSISTING OF 30 SINGLE FAMILY LOTS ON 9.927 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON EAGLE WALK AND WHITE FAWN RUN.

WHEREAS, the Planning Commission at its meeting of January 20, 2016 recommended approval of a Final Subdivision Plat for The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk and White Fawn Drive (2015-2566), and

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

SECTION 1. That the Final Subdivision Plat for The Communities at Glenross Section 6 consisting of 30 single family lots on 9.927 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Eagle Walk and White Fawn Drive is hereby confirmed, approved, and accepted with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any stormwater and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The single family houses shall comply with the Sub-Area IIC Communities at Glenross design and size standards and Chapter 1171.08 Residential Development Design Criteria and Performance Standards.
3. The lighting plan shall be submitted, reviewed and approved by the Chief Building Official prior to engineering drawing approval.
4. The street tree plan shall be reviewed and approved by the Shade Tree Commission.
5. A 10-12 foot high mound with landscaping shall be installed adjacent to the railroad tracks to be consistent with mounding in Section 4 of the Communities at Glenross just north of the subject section. The mounding and landscaping shall be the maintenance responsibility of the Home Owners Association (HOA) in perpetuity. No changes to the mounding or landscaping shall be allowed without the approval of the City of Delaware. The applicant may make allowances for individual

homeowners to mow and otherwise maintain this area so long as no improvements are altered, but the final maintenance responsibility shall rest with the HOA. The subject plan shall be reviewed and approved by the Shade Tree Commission.

6. This section of the Communities of Glenross Subdivision is in the Delaware South New Community Authority, subject to the single family lot transportation fee in effect for the Glenross Golf Club at the time of building permit issuance and is subject to the South East Highland Sanitary Sewer additional capacity charge of \$3,200 per dwelling units.
7. The next section constructed in The Communities at Glenross shall connect to Balmoral Drive for safety reasons.

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: _____, 2016

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 10

DATE: 1/25/16

ORDINANCE NO: 16-03

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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 FINAL DEVELOPMENT PLAN FOR GLENROSS NORTH SECTION 1 CONSISTING OF 69 SINGLE FAMILY LOTS ON 34.187 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE EASTSIDE OF GLENN ROAD JUST NORTH OF THE GLENROSS GOLF CLUB.

BACKGROUND:

The subject 100 acre site was annexed into the City in February 2015 and was zoned to R-2 PMU in July 2015. The developer is proposing a single family residential development similar to The Glenross Golf Club which is located just south of the subject property. The proposal would consist of 196 single family lots on approximately 100 acres for a density of 1.96 units per acre with 22.4% open space (22.4 acres) and would be developed in three sections.

Section 1 is located in the southwestern portion of the site adjacent to Glenn Road and would consist of 69 single family lots on just over 34 acres with access from the existing roundabout on Glenn Parkway. The main entrance street from Glenn Parkway would have a retention pond feature on the north side of the street and an open space on the south side of the street. A landscape buffer with mounds and trees would span from the main entrance north to the end of the subject section along Glenn Parkway.

The developer is proposing 69 single family lots with 42 of the lots being a minimum 80 x140 (11,200 square feet) and 27 lots being a minimum 70 x140 (9,800 square feet). The lots adjacent to the Glenross Golf Club would be 80 foot wide lots to be consistent with the existing 80 foot wide lots in The Glenross Golf Club. Also, the applicant has agreed to implement development text that would mirror The Glenross Golf Club architectural standards are: 1.A uniform mailbox and post with reflective numbers are required; 2. The exterior elevations of each house excluding garage doors, entrance doors, gutters, shutters, downspouts and windows shall consist of brick, stone, cultured stone, stucco, wood siding or fibrous cement siding; 3. All houses shall have a minimum 2 car attached garage; 4. All houses shall have dimensional shingles; 5. All houses shall have a roof pitch of not less than 6/12. In addition, all the houses shall comply with Chapter 1171.08 Residential Development Design Criteria and Performance Standards.

The subdivision has 22.4 acres (almost 22.4%) of open space and parkland (14 acres or 62.5% of open space and 8.4 acres or 37.5% of parkland). Section 1 would include a 1.5 acre neighborhood park located just south the main entrance and a 5.86 acre open space north of the main entrance along Glenn Road. The 1.5 acre neighborhood park shall be consolidated with the existing 7.29 acre City owned Glenross Park and shall be maintained by the City. The 5.86 acre open space is part of a larger reserve area that extends into Section 3 (12.9 acres) along Glenn Parkway. The open space contains a retention pond, entrance signage, mounding and landscaping. The 7.0 acre central park, which would not be constructed and programmed until Section 2 per the approved Preliminary Development Plan, would be programmed with active multi-purpose fields, passive pedestrian walking paths, a tot lot, a gazebo, benches and trash receptacles. The applicant has submitted a comprehensive landscaping plan that includes street trees, perimeter landscaping along Glenn Road and entrance signage and landscaping.

REASON WHY LEGISLATION IS NEEDED:

Per Chapter 1129.06(f)(5), Final Development Plans require City Council approval.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 7-0 on January 20, 2016.

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. 16-03

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR GLENROSS NORTH SECTION 1 CONSISTING OF 69 SINGLE FAMILY LOTS ON 34.187 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE EASTSIDE OF GLENN ROAD JUST NORTH OF THE GLENROSS GOLF CLUB.

WHEREAS, the Planning Commission at its meeting of January 20, 2016 recommended approval of a Final Development Plan for Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road just north of The Glenross Golf Club (2015-2558), 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 Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road just north of The Glenross Golf Club is hereby confirmed, approved, and accepted 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.
2. All retention ponds shall be setback a minimum of 80 feet from the edge of pavement for roads of 35 mph or higher or per the City Engineer.
3. The subject plan shall achieve compliance with the approved Preliminary Development Plan.

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: _____, 2016

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

CASE NUMBERS: 2015-2558 & 2559

REQUEST: Multiple Requests

PROJECT: Glenross North Subdivision Section 1

MEETING DATE: January 20, 2016

APPLICANT/OWNER

Vince Romanelli
148 West Schrock Road
Westerville, Ohio 43081

REQUESTS

2015-2558: A request by Romanelli Homes for approval of a Final Development Plan for Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road and just north of The Glenross Golf Club.

2015-2559: A request by Romanelli Homes for approval of a Final Subdivision Plat for Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road and just north of The Glenross Golf Club.

PROPERTY LOCATION & DESCRIPTION

The subject parcel is located east of Glenn Parkway, west of the railroad tracks and north of The Glenross Golf Club Subdivision. The parcel was annexed into the City in February 2015 and is zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District). The zoning to the south and east is R-2 PRD (One Family Residential District with a Planned Residential Development District), to the west is R-2 with text limitations (The Estates at Braumiller) and to the north is FR-1 in the Township.

BACKGROUND/PROPOSAL

As mentioned above, the subject 100 acre site was annexed into the City in February 2015 and was zoned to R-2 PMU in July 2015. The developer is proposing a single family residential development similar to The Glenross Golf Club which is located just south of the subject property. The proposal would consist of 196 single family lots on approximately 100 acres for a density of 1.96 units per acre with 22.4% open space (22.4 acres) and would be developed in three sections. Section 1 is located in the southwestern portion of the site adjacent to Glenn Road and would consist of 69 single family lots on just over 34 acres. The subject property is subject to a Pre-annexation Agreement.

STAFF ANALYSIS

- **ZONING:** Staff recommended and the developer agreed to rezone the property to R-2 PMU (Planned Mixed Use Overlay District) with development text to allow greater flexibility and creativity in the layout of the development, create active and passive open space to be consistent with The Glenross Golf Club R-2 PRD (Planned Residential District Zoning). While there are certain benefits to the Applicant, the PMU Overlay also allows greater control of the development by the City by ensuring the development will be executed to a very specific and high quality standard.
- **LAND USE:** The proposed single-family development is consistent with the Comprehensive Plan recommendation for Low Density Single-Family land use in the "Cheshire Subarea" of the plan. The proposed density of 1.96 units per acres is less than the 2.0-3.25 dwelling units per acre in the Comprehensive Plan.
- **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. In addition, all retention ponds should be setback a minimum of 80 feet from the edge of pavement for roads of 35 mph or higher or per the City Engineer. Also, this area is subject to the South East Highland Sanitary Sewer additional capacity fee of \$3,200 per dwelling unit.
- **ROADS AND TRAFFIC:** The proposed main access point to Section 1 would be from an existing roundabout on Glenn Parkway and internally the development would connect into the stubbed streets of The Glenross Golf Club subdivision to the south at Silverwood Drive and to the east at Balmoral Drive. Glenn Parkway

would not be extended north any further because of this development. However, the appropriate Glenn Parkway right-of-way is granted by the development per the Pre-Annexation Agreement. All the subdivision streets would have to be constructed to public standards and achieve compliance with the minimum engineering requirements. Also, the development is subject to the single family lot transportation fee in effect in this area at the time of building permit issuance (currently the fee is \$1,000).

- **SITE LAYOUT:** As mentioned above, Section 1 is located in the southwestern portion of the site fronting Glenn Road and abuts the The Glenross Golf Club. Internally this section is located just southwest of the 7.0 acre central park which would be constructed and programmed in Section 2 per Preliminary Subdivision Plat approval. The main entrance street from Glenn Parkway would have a retention pond feature on the north side of the street and an open space on the south side of the street. A landscape buffer with mounds and trees would span from the main entrance north to the end of the subject section along Glenn Parkway.

The developer is proposing 69 single family lots with 42 of the lots being a minimum 80 x140 (11,200 square feet) and 27 lots being a minimum 70 x140 (9,800 square feet). To be consistent with the setbacks of The Glenross Golf Club, the 80 foot lots would require 30 foot front yard setbacks, 10 foot side yard setbacks and 35 foot rear yard setbacks while the 70 foot lots would require 30 foot front yard setbacks, 7.5 foot side yard setbacks (total 15 feet) and 35 foot rear yard setbacks. In addition, the minimum house sizes would be 1,800 square feet for a one-story ranch and 2,000 square feet for a two-story plus 200 square feet per bedroom in excess of two bedrooms. Also to comply with the base zoning code, all the corner lots would be oversized by 30% from the base lot size. Furthermore all the lots abutting The Glenross Golf Club are 80 foot wide lots to be consistent with the existing 80 foot wide lots in The Glenross Golf Club.

- **DESIGN:** As approved per the rezoning, the proposed subdivision shall have similar architectural standards as The Glenross Golf Club for consistency and the applicant has agreed to implement development text that would mirror The Glenross Golf Club architectural standards which are: 1. A uniform mailbox and post with reflective numbers are required; 2. The exterior elevations of each house excluding garage doors, entrance doors, gutters, shutters, downspouts and windows shall consist of brick, stone, cultured stone, stucco, wood siding or fibrous cement siding; 3. All houses shall have a minimum 2 car attached garage; 4. All houses shall have dimensional shingles; 5. All houses shall have a roof pitch of not less than 6/12. In addition, all the houses shall comply with Chapter 1171.08 Residential Development Design Criteria and Performance Standards.
- **PARKLAND AND OPEN SPACE:** The subdivision has 22.4 acres (almost 22.4%) of open space and parkland (14 acres or 62.5% of open space and 8.4 acres or 37.5% of parkland). Section 1 would include a 1.5 acre neighborhood park located just south of the main entrance and a 5.86 acre open space north of the main entrance along Glenn Road. The 1.5 acre neighborhood park shall be consolidated and dedicated with the existing 7.29 acre City owned Glenross Park and shall be maintained by the City. The 5.86 acre open space is part of a larger reserve area that extends into Section 3 (12.9 acres) along Glenn Parkway. The open space contains a retention pond, entrance signage, mounding and landscaping. The 7.0 acre central park, which would not be constructed and programmed until Section 2 per the approved Preliminary Development Plan, would be programmed with active multi-purpose fields, passive pedestrian walking paths, a tot lot, a gazebo, benches and trash receptacles.
- **LANDSCAPING PLAN:** The applicant has submitted a comprehensive landscaping plan that includes street trees, perimeter landscaping along Glenn Road and entrance signage and landscaping. Along with the typical street tree plan, the applicant is proposing a minimum 3 foot high mound with landscaping along Glenn Parkway between the house lots and the retention pond. The main entrance sign wall located just north of the main entrance would be 5 feet tall and 30.4 feet wide and be constructed of cut limestone with a stone cap with black pin mounted letters identifying the subdivision with the appropriate landscaping and three stone columns flanking each side. The maintenance of the open space and associated landscaping shall be the responsibility of the Homeowners Association. It is imperative that the Applicant coordinate the landscaping plan and street tree plan with the engineering site development plan so that the landscaping does not impeded visibility at intersections or the visibility of any traffic control signs while still being fully implemented. The Shade Tree Commission would have to review and approve the aforementioned plans.

- **BIKE PATHS AND PEDESTRIAN ROUTES:** The developer is proposing an 8 foot wide asphalt bike path along Glenn Parkway to be consistent with what is constructed today. Sidewalks would be provided on both sides of all public streets in Section 1.
 - **TREE PRESERVATION:** Per the submitted tree survey, there not any qualified trees being removed in Section 1. However, a 20 foot wide tree preservation area would be established on the rear of the southern single family lots adjacent to The Glenross Golf Club and a 10 foot wide tree preservation area on the rear of the eastern single family lots adjacent to The Glenross Golf Club
 - **LIGHTING PLAN:** A lighting plan would have to be submitted, reviewed and approved by the Chief Building Official and achieve compliance with the zoning code.
-

STAFF RECOMMENDATION – (2015-2558 FINAL DEVELOPMENT PLAN)

Staff recommends approval of request by by Romanelli Homes of a Final Development Plan for Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road and just north of The Glenross Golf Club, 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.
 2. All retention ponds shall be setback a minimum of 80 feet from the edge of pavement for roads of 35 mph or higher or per the City Engineer.
 3. The subject plan shall achieve compliance with the approved Preliminary Development Plan.
-

STAFF RECOMMENDATION – (2015-2559 FINAL SUBDIVISION PLAT)

Staff recommends approval of a request by Romanelli Homes for approval of a Final Subdivision Plat for Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road and just north of The Glenross Golf Club, with the following conditions that:

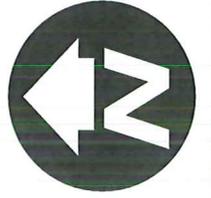
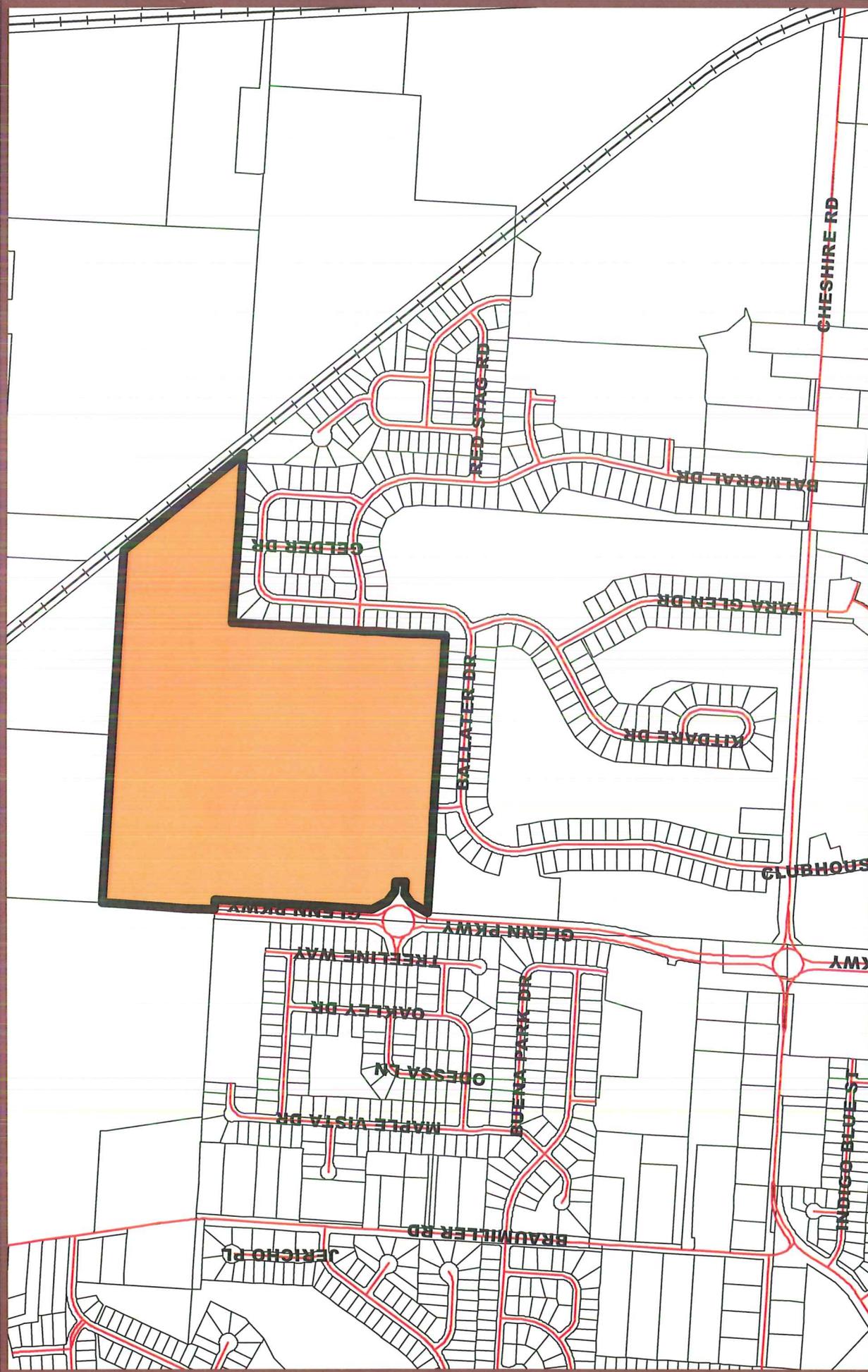
1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. All retention ponds shall be setback a minimum of 80 feet from the edge of pavement for roads of 35 mph or higher or per the City Engineer.
3. The lots and houses shall comply with the minimum bulk and setback requirements in the approved development text.
4. The single family houses shall comply with the minimum architectural standards in the approved development text and per applicable sections of the current zoning code.
5. A minimum 3 foot high mound with landscaping shall be located along Glenn Parkway between the house lots and the retentions pond. In addition, a three rail wood fence stained white shall be installed adjacent to the retention pond along Glenn Parkway and the main entrance road (Sycamore Lane). The maintenance of the mound and associated landscaping shall be the responsibility of the Homeowner's Association. The subject plan shall be reviewed and approved by the Shade Tree Commission.
6. A street tree plan shall be submitted and approved by the Shade Tree Commission.
7. A tree preservation area shall be established along the east and south single family lot lines of Section 1.
8. The bike path along Glenn Parkway shall be installed by the developer and located within an easement dedicated to the City and shall be maintained by the Homeowner's Association.
9. The 1.5 acre park located just south of the main entrance shall be consolidated with the Glenross City Park to the south and dedicated and maintained by the City.
10. The street lighting plan shall be submitted, reviewed and approved by the Chief Building Official and achieve compliance with all zoning requirements prior to final subdivision plat approval of each

CASE NUMBER: 2015-2558 & 2559

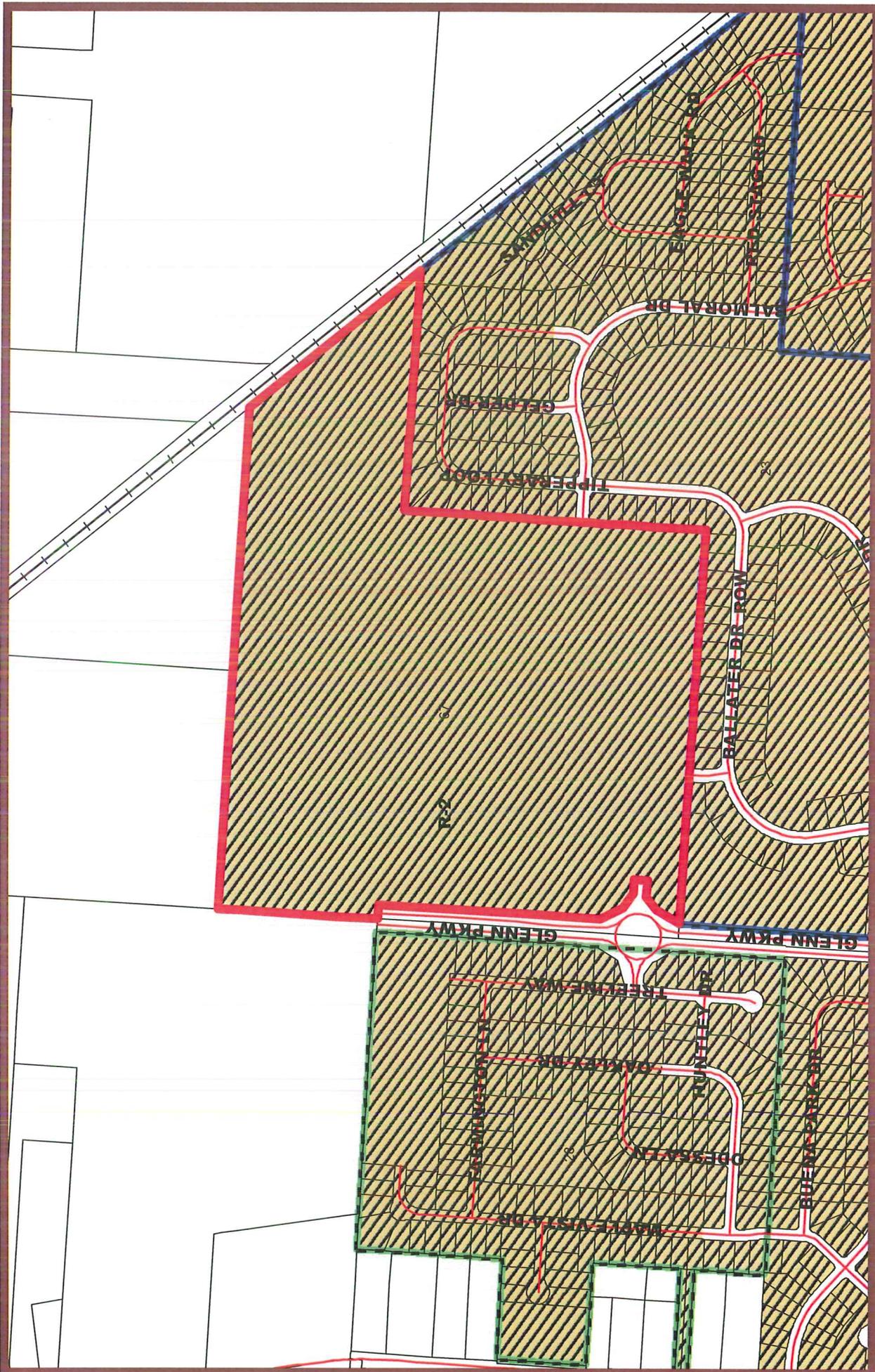
MEETING DATE: January 20, 2016

PAGE: Page 5 of 5

REVISED: 12/17/15



2015-2558 & 2559
 Final Development Plan and Final Subdivision Plat
 Glenross North - Section 1
 Location Map



2015-2558 & 2559
 Final Development Plan and Final Subdivision Plat
 Glenross North - Section 1
 Zoning Map



GLENROSS NORTH SECTION 1

NOTE "A": Notice is hereby given to one hour of the lot defined upon this plan, that on the lot with the building Department of the City of Delaware, are site improvement conditions, proposed general siting at these and/or lot grading plans. These plans, as approved by the governmental agencies, are considered part of the approval of this plan and shall be returned into the final plan form required with the building permit.

NOTE "B" - MINIMUM SETBACKS: City of Delaware zoning regulations for Glenross North Section 1 in effect at the time of the filing of this plan shall be Section 1 specifying the following setback requirements.

Front yard: 10 feet
 Side yard: 5 feet (total of 15 feet)
 Rear yard: 15 feet (total of 20 feet)
 Zoning classification: R-1C/1E2

The purpose of this plan is to show certain property, rights of ownership, and other matters of record. The purpose of this plan is to show certain property, rights of ownership, and other matters of record. The purpose of this plan is to show certain property, rights of ownership, and other matters of record.

NOTE "C": As per City of Delaware Zoning Code, all lots and conditions, restrictions (including lighting and house signs) and special assessment districts, as outlined in the preliminary plan approved on _____ by Ordinance Number _____ at the City of Delaware Department of Planning and Community Development in DC _____.

NOTE "D": All utilities within Glenross North Section 1 shall be installed underground. Electric, telephone and cable TV lines and their above ground pedestals shall be located in the rear yard and shall be installed in a trench that runs across a street right of way and shall be installed in a trench that runs across a street right of way and shall be installed in a trench that runs across a street right of way.

NOTE "E": LOT 10000, Lot 10000, et. numbered and defined herein shall be created and maintained for the purpose of open space and stormwater retention facilities.

NOTE "F": LOT 10000, Lot 10000, et. numbered and defined herein, shall be owned and maintained by the City of Delaware.

NOTE "G" - ACREAGE BREAKDOWNS:

Total acreage: 34.187 Ac.
 Average in lots: 20.980 Ac.
 Average in lots: 2.370 Ac.
 Average in lots: 2.370 Ac.

NOTE "H" - ACREAGE BREAKDOWNS: Glenross North Section 1 in view of the following: Delaware County Parcel Number: 41133001020000 34.187 Ac.

NOTE "I": No vehicular access until such time as the public street right-of-way is created and dedicated by plan or deed.

LOT	AREA	PERCENT	PERCENT	PERCENT	PERCENT
1	1.000	2.93	8.43	24.57	71.57
2	1.000	2.93	8.43	24.57	71.57
3	1.000	2.93	8.43	24.57	71.57
4	1.000	2.93	8.43	24.57	71.57
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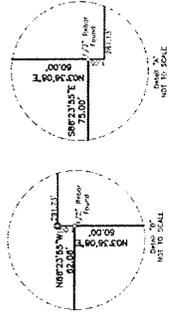
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64	1.000	2.93	8.43	24.57	71.57
65	1.000	2.93	8.43	24.57	71.57
66	1.000	2.93	8.43	24.57	71.57
67	1.000	2.93	8.43	24.57	71.57
68	1.000	2.93	8.43	24.57	71.57
69	1.000	2.93	8.43	24.57	71.57
70	1.000	2.93	8.43	24.57	71.57
71	1.000	2.93	8.43	24.57	71.57
72	1.000	2.93	8.43	24.57	71.57
73	1.000	2.93	8.43	24.57	71.57
74	1.000	2.93	8.43	24.57	71.57
75	1.000	2.93	8.43	24.57	71.57
76	1.000	2.93	8.43	24.57	71.57
77	1.000	2.93	8.43	24.57	71.57
78	1.000	2.93	8.43	24.57	71.57
79	1.000	2.93	8.43	24.57	71.57
80	1.000	2.93	8.43	24.57	71.57
81	1.000	2.93	8.43	24.57	71.57
82	1.000	2.93	8.43	24.57	71.57
83	1.000	2.93	8.43	24.57	71.57
84					

GLENROSS NORTH SECTION 1

3 3

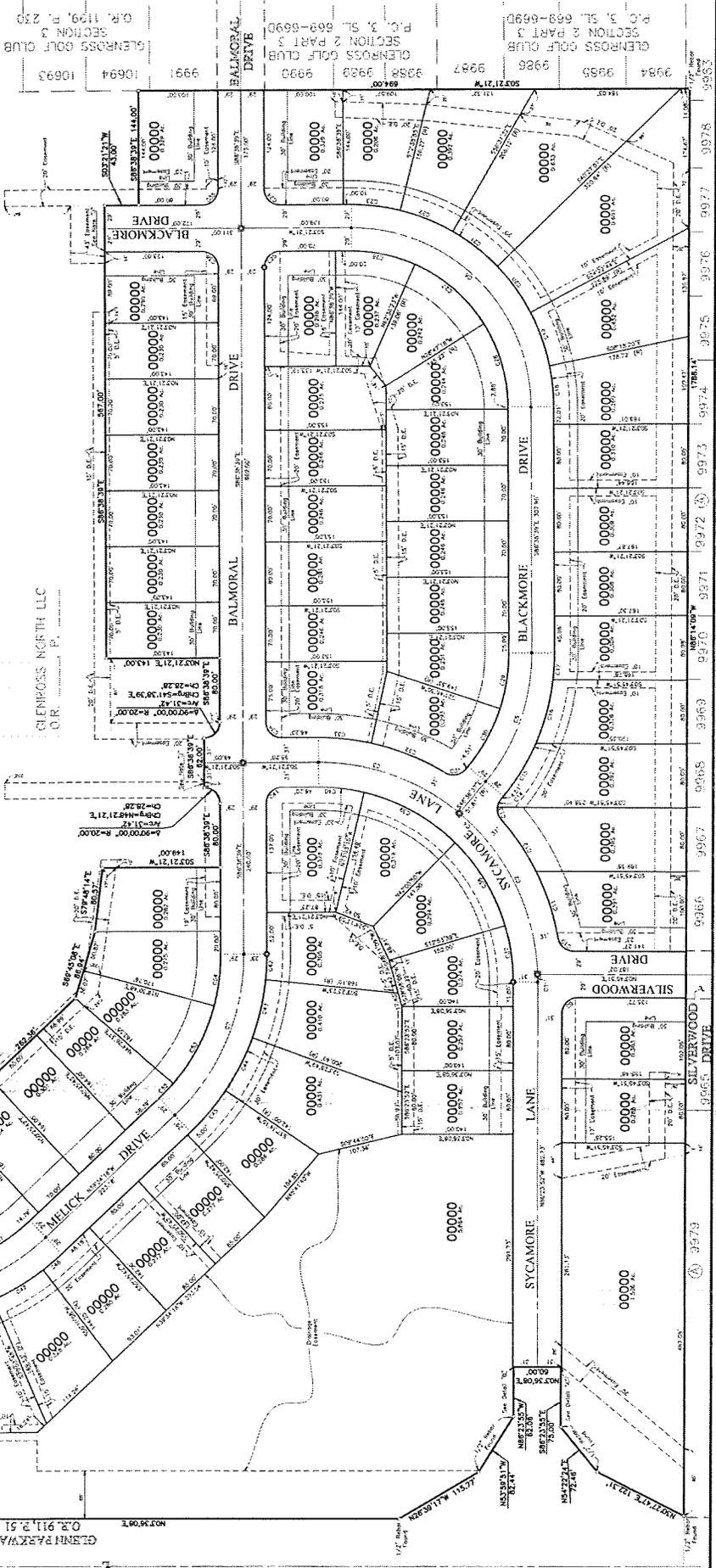
GLENN PARKWAY
O.R. 911251
N0730'97" E097'69"

LINE	BEARING	DISTANCE
1	N0730'97" E	118.00'
2	S023'35" W	125.00'
3	N03'36'09" W	60.00'
4	S023'35" W	125.00'
5	S023'35" W	125.00'



GLENN CROSS GOLF CLUB
SECTION 2 PART 2
O.P. 756, P. 1537

GLENN CROSS NORTH LLC
O.R. 911251



GLENN CROSS GOLF CLUB
SECTION 2 PART 3
P.O. 3, S.L. 689-669D
9984 9985 9986 9987 9978 9979 9977 9976 9975 9974 9973 9972 9971 9970 9969 9968 9967 9966 9965 9964 9963 9962 9961 9960 9959 9958 9957 9956 9955 9954 9953 9952 9951 9950 9949 9948 9947 9946 9945 9944 9943 9942 9941 9940 9939 9938 9937 9936 9935 9934 9933 9932 9931 9930 9929 9928 9927 9926 9925 9924 9923 9922 9921 9920 9919 9918 9917 9916 9915 9914 9913 9912 9911 9910 9909 9908 9907 9906 9905 9904 9903 9902 9901 9900



CITY OF DELAWARE DELAWARE COUNTY, OHIO
 GLENCROSS NORTH
 SECTION I
 TREE INVENTORY AND REMOVAL

GLENCROSS NORTH LLC
 14 WEST CHURCH ROAD
 WESTERMILL, OHIO 43081
 PH: (614)981-2042

REVISIONS
 DATE
 BY

TREE ID	Common Name	Scientific Name	DBH (Inches)	Height (Feet)	Health	Condition
1	Red Oak	Quercus rubra	12	15	1	Good
2	Red Oak	Quercus rubra	12	15	1	Good
3	Red Oak	Quercus rubra	12	15	1	Good
4	Red Oak	Quercus rubra	12	15	1	Good
5	Red Oak	Quercus rubra	12	15	1	Good
6	Red Oak	Quercus rubra	12	15	1	Good
7	Red Oak	Quercus rubra	12	15	1	Good
8	Red Oak	Quercus rubra	12	15	1	Good
9	Red Oak	Quercus rubra	12	15	1	Good
10	Red Oak	Quercus rubra	12	15	1	Good
11	Red Oak	Quercus rubra	12	15	1	Good
12	Red Oak	Quercus rubra	12	15	1	Good
13	Red Oak	Quercus rubra	12	15	1	Good
14	Red Oak	Quercus rubra	12	15	1	Good
15	Red Oak	Quercus rubra	12	15	1	Good
16	Red Oak	Quercus rubra	12	15	1	Good
17	Red Oak	Quercus rubra	12	15	1	Good
18	Red Oak	Quercus rubra	12	15	1	Good
19	Red Oak	Quercus rubra	12	15	1	Good
20	Red Oak	Quercus rubra	12	15	1	Good
21	Red Oak	Quercus rubra	12	15	1	Good
22	Red Oak	Quercus rubra	12	15	1	Good
23	Red Oak	Quercus rubra	12	15	1	Good
24	Red Oak	Quercus rubra	12	15	1	Good
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27	Red Oak	Quercus rubra	12	15	1	Good
28	Red Oak	Quercus rubra	12	15	1	Good
29	Red Oak	Quercus rubra	12	15	1	Good
30	Red Oak	Quercus rubra	12	15	1	Good
31	Red Oak	Quercus rubra	12	15	1	Good
32	Red Oak	Quercus rubra	12	15	1	Good
33	Red Oak	Quercus rubra	12	15	1	Good
34	Red Oak	Quercus rubra	12	15	1	Good
35	Red Oak	Quercus rubra	12	15	1	Good
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41	Red Oak	Quercus rubra	12	15	1	Good
42	Red Oak	Quercus rubra	12	15	1	Good
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50	Red Oak	Quercus rubra	12	15	1	Good
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61	Red Oak	Quercus rubra	12	15	1	Good
62	Red Oak	Quercus rubra	12	15	1	Good
63	Red Oak	Quercus rubra	12	15	1	Good
64	Red Oak	Quercus rubra	12	15	1	Good
65	Red Oak	Quercus rubra	12	15	1	Good
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80	Red Oak	Quercus rubra	12	15	1	Good
81	Red Oak	Quercus rubra	12	15	1	Good
82	Red Oak	Quercus rubra	12	15	1	Good
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95	Red Oak	Quercus rubra	12	15	1	Good
96	Red Oak	Quercus rubra	12	15	1	Good
97	Red Oak	Quercus rubra	12	15	1	Good
98	Red Oak	Quercus rubra	12	15	1	Good
99	Red Oak	Quercus rubra	12	15	1	Good
100	Red Oak	Quercus rubra	12	15	1	Good

TREE INVENTORY
 Total Number of Trees: 175 (1,025 Caliper Inches)
 Number of Trees to be Preserved: 148 (868 Caliper Inches)
 Number of Trees to be Removed: 27 (157 Caliper Inches)
 Total Number of Trees Preserved: 100 (1,177 Caliper Inches)

X Trees Removed
 Trees Preserved

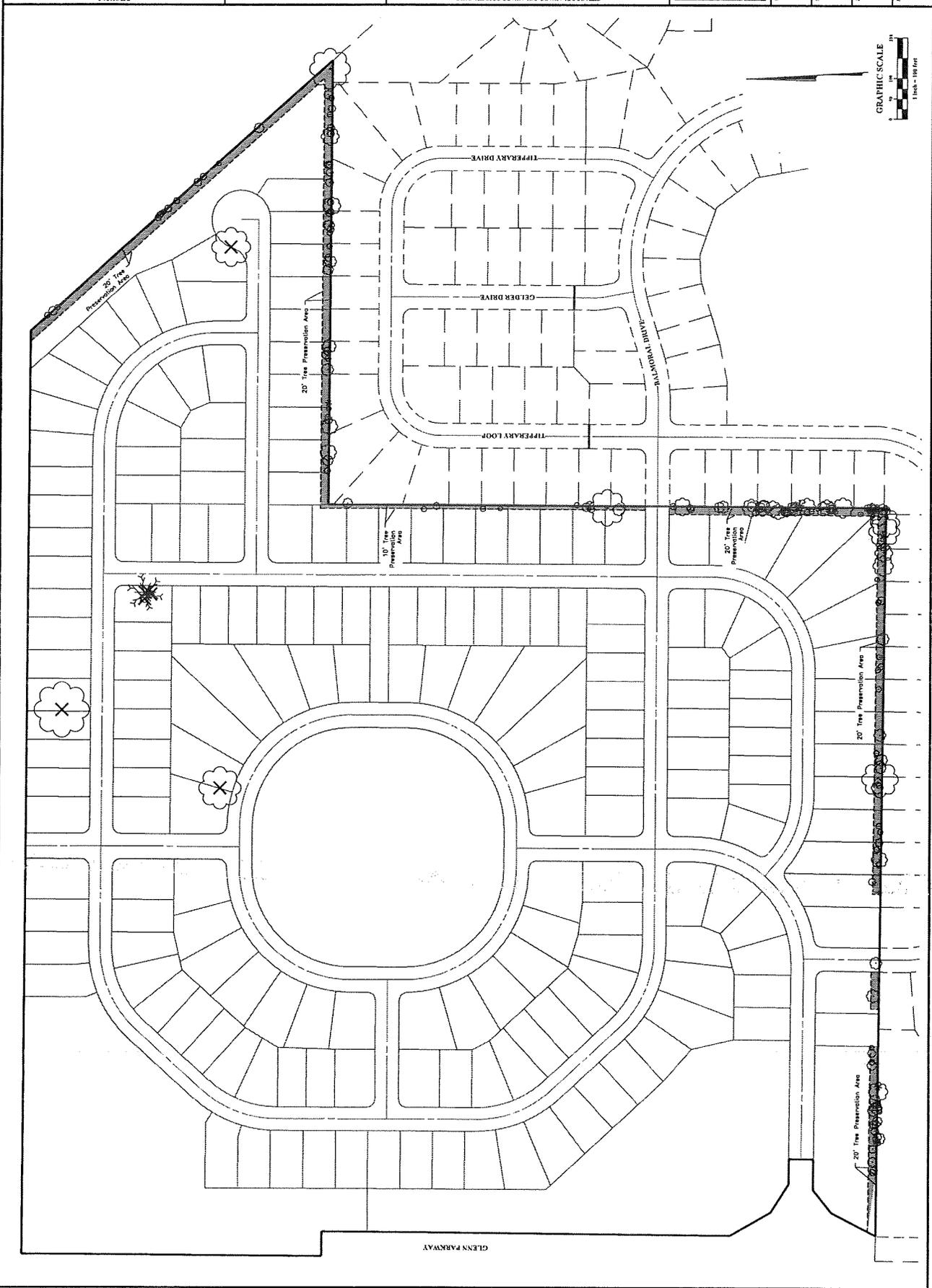
REVISIONS	DATE	DESCRIPTION

GLENROSS NORTH LLC
 148 WEST SCHROCK ROAD
 WESTERVILLE, OHIO 43081
 PH: (614) 891-2041

CITY OF DELAWARE, DELAWARE COUNTY, OHIO
GLENROSS NORTH
 SECTION I
 TREE PRESERVATION PLAN
 FINAL DEVELOPMENT PLAN

EMHT
 ENGINEERING, ARCHITECTURE & DESIGN
 10000 W. STATE ST. SUITE 100
 WESTERVILLE, OHIO 43081
 DATE: December 8, 2015

SCALE: 1" = 100'
 SHEET NO: 2015102
 SHEET: 7/11



12/15/2015 10:00 AM: Final Development Plan 20151022 for - tree preservation. Last saved by: Brian, 12/17/2015 12:00 PM. Last printed by: Brian, 12/17/2015 1:04 PM.



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



Project # _____

Case # 2015-2558

Planning Commission

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

Subdivision/Project Name Glenross North Section 1 Address Berlin Station Road, Delaware, Ohio 43015
 Acreage 34.187 Square Footage _____ Number of Lots 53⁷¹ Number of Units _____
 Zoning District/Land Use PMU/R-2 Proposed Zoning/Land Use N/A Parcel # 41832001029000

Applicant Name Glenross North, LLC Contact Person Vince Romanelli

Applicant Address 148 West Schrock Road, Westerville, Ohio 43081

Phone (614) 891-2042 Fax _____ E-mail vromanelli@rh-homes.com

Owner Name Wilson Farm Properties, LLC Contact Person Vince Romanelli

Owner Address 148 West Schrock Road, Westerville, Ohio 43081

Phone (614) 891-2042 Fax _____ E-mail vromanelli@rh-homes.com

Engineer/Architect/Attorney EMH&T Contact Person Jeffrey A. Strung

Address 5500 New Albany Road Columbus, Ohio 43054

Phone (614) 775-4700 Fax _____ E-mail jstrung@emht.com

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

[Signature]
Owner Signature

Vincent Romanelli
Owner Printed Name

[Signature]
Agent Signature

Jeffrey A Strung
Agent Printed Name

Sworn to before me and subscribed in my presence this 9th day of December, 2015



TRACY LYNN FOLTZ
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 19, 2019

[Signature]
Notary Public



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



Project # _____

Case # 2015-2559

Planning Commission

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

Subdivision/Project Name Glenross North Section 1 Address Berlin Station Road, Delaware, Ohio 43015

Acreage 34.187 Square Footage _____ Number of Lots 53 Number of Units _____

Zoning District/Land Use PMU/R-2 Proposed Zoning/Land Use N/A Parcel # 41832001029000

Applicant Name Glenross North, LLC Contact Person Vince Romanelli

Applicant Address 148 West Schrock Road, Westerville, Ohio 43081

Phone (614) 891-2042 Fax _____ E-mail vromanelli@rh-homes.com

Owner Name Wilson Farm Properties, LLC Contact Person Vince Romanelli

Owner Address 148 West Schrock Road, Westerville, Ohio 43081

Phone (614) 891-2042 Fax _____ E-mail vromanelli@rh-homes.com

Engineer/Architect/Attorney EMH&T Contact Person Jeffrey A. Strung

Address 5500 New Albany Road Columbus, Ohio 43054

Phone (614) 775-4700 Fax _____ E-mail jstrung@emht.com

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

Vince Romanelli
Owner Signature

VINCENT ROMANELLI
Owner Printed Name

[Signature]
Agent Signature

Jeffrey A. Strung
Agent Printed Name

Sworn to before me and subscribed in my presence this 9th day of December, 2015



Tracy Lynn Foltz
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 19, 2019

Tracy Lynn Foltz
Notary Public



FACT SHEET

AGENDA ITEM NO: 11

DATE: 1/25/16

ORDINANCE NO: 16-04

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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 FINAL SUBDIVISION PLAT FOR GLENROSS NORTH SECTION 1 CONSISTING OF 69 SINGLE FAMILY LOTS ON 34.187 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE EASTSIDE OF GLENN ROAD JUST NORTH OF THE GLENROSS GOLF CLUB.

BACKGROUND:

The subject 100 acre site was annexed into the City in February 2015 and was zoned to R-2 PMU in July 2015. The developer is proposing a single family residential development similar to The Glenross Golf Club which is located just south of the subject property. The proposal would consist of 196 single family lots on approximately 100 acres for a density of 1.96 units per acre with 22.4% open space (22.4 acres) and would be developed in three sections.

Section 1 is located in the southwestern portion of the site adjacent to Glenn Road and would consist of 69 single family lots on just over 34 acres with access from the existing roundabout on Glenn Parkway. The main entrance street from Glenn Parkway would have a retention pond feature on the north side of the street and an open space on the south side of the street. A landscape buffer with mounds and trees would span from the main entrance north to the end of the subject section along Glenn Parkway.

The developer is proposing 69 single family lots with 42 of the lots being a minimum 80 x140 (11,200 square feet) and 27 lots being a minimum 70 x140 (9,800 square feet). The lots adjacent to the Glenross Golf Club would be 80 foot wide lots to be consistent with the existing 80 foot wide lots in The Glenross Golf Club. Also, the applicant has agreed to implement development text that would mirror The Glenross Golf Club architectural standards which include: 1. A uniform mailbox and post with reflective numbers are required; 2. The exterior elevations of each house excluding garage doors, entrance doors, gutters, shutters, downspouts and windows shall consist of brick, stone, cultured stone, stucco, wood siding or fibrous cement siding; 3. All houses shall have a minimum 2 car attached garage; 4. All houses shall have dimensional shingles; 5. All houses shall have a roof pitch of not less than 6/12. In addition, all the houses shall comply with Chapter 1171.08 Residential Development Design Criteria and Performance Standards.

The subdivision has 22.4 acres (almost 22.4%) of open space and parkland (14 acres or 62.5% of open space and 8.4 acres or 37.5% of parkland). Section 1 would include a 1.5 acre neighborhood park located just south the main entrance and a 5.86 acre open space north of the main entrance along Glenn Road. The 1.5 acre neighborhood park shall be consolidated with the existing 7.29 acre City owned Glenross Park and shall be maintained by the City. The 5.86 acre open space is part of a larger reserve area that extends into Section 3 (12.9 acres) along Glenn Parkway. The open space contains a retention pond, entrance signage, mounding and landscaping. The 7.0 acre central park, which would not be constructed and programmed until Section 2 per the approved Preliminary Development Plan, would be programmed with active multi-purpose fields, passive pedestrian walking paths, a tot lot, a gazebo, benches and trash receptacles. The applicant has submitted a comprehensive landscaping plan that includes street trees, perimeter landscaping along Glenn Road and entrance signage and landscaping.

REASON WHY LEGISLATION IS NEEDED:

Per Chapter 1111.04, Final Subdivision Plats require City Council approval.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 7-0 on January 20, 2016.

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)

ORDINANCE NO. 16-04

AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR GLENROSS NORTH SECTION 1 CONSISTING OF 69 SINGLE FAMILY LOTS ON 34.187 ACRES ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) LOCATED ON THE EASTSIDE OF GLENN ROAD JUST NORTH OF THE GLENROSS GOLF CLUB.

WHEREAS, the Planning Commission at its meeting of January 20, 2016 recommended approval of a Final Subdivision Plat for Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road just north of The Glenross Golf Club (2015-2558), and

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

SECTION 1. That the Final Subdivision Plat for Glenross North Section 1 consisting of 69 single family lots on 34.187 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on the eastside of Glenn Road just north of The Glenross Golf Club is hereby confirmed, approved, and accepted 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.
2. All retention ponds shall be setback a minimum of 80 feet from the edge of pavement for roads of 35 mph or higher or per the City Engineer.
3. The lots and houses shall comply with the minimum bulk and setback requirements in the approved development text.
4. The single family houses shall comply with the minimum architectural standards in the approved development text and per applicable sections of the current zoning code.
5. A minimum 3 foot high mound with landscaping shall be located along Glenn Parkway between the house lots and the retentions pond. In addition, a three rail wood fence stained white shall be installed adjacent to the retention pond along Glenn Parkway and the main entrance road (Sycamore Lane). The maintenance of the mound and associated landscaping shall be the responsibility of the Homeowner's Association. The subject plan shall be reviewed and approved by the Shade Tree Commission.

6. A street tree plan shall be submitted and approved by the Shade Tree Commission.
7. A tree preservation area shall be established along the east and south single family lot lines of Section 1.
8. The bike path along Glenn Parkway shall be installed by the developer and located within an easement dedicated to the City and shall be maintained by the Homeowner's Association.
9. The 1.5 acre park located just south of the main entrance shall be consolidated with the Glenross City Park to the south and dedicated and maintained by the City.
10. The street lighting plan shall be submitted, reviewed and approved by the Chief Building Official and achieve compliance with all zoning requirements prior to final subdivision plat approval of each phase.
11. All elements of the Pre-Annexation Agreement are required to achieve compliance with the pre-annexation agreement including but not limited to: voluntary developer entrance into the a New Community Authority (this shall be completed by prior to first building permit approval), an additional sanitary sewer charge for the Southeast Highlands trunk sewer of \$3,200 per edu, the transportation fee at the time of building permit issuance of \$1,000, and dedication of right-of-way for the future expansion of Glen Parkway.

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: _____, 2016

YEAS ___ NAYS ___
 ABSTAIN ___

ATTEST: _____
 CITY CLERK

 MAYOR

12. PRESENTATIONS:

- A. Troy Township Request to Amend Annexation/Utility Policy, Brad Stanton, Public Utilities Director and David Moser, Assistant City Attorney

This matter, which includes a request by Troy Township, was going to be discussed at a February 1 work session.

However, it was moved to this meeting because there was enough room on the agenda that would allow for discussion.

Therefore, there will be no need for a February 1 work session.

Council will recall that this matter was last discussed at Council's August 10 meeting. Since that time staff has researched the issues and prepared the enclosed report and recommendation.

- B. Ethics Training – City Attorney Darren Shulman

This second presentation item, time permitting, will be Ethics training by City Attorney Darren Shulman.



TO: R. Thomas Homan, City Manager

FROM: Darren Shulman, City Attorney and David Moser, Assistant City Attorney

SUBJECT: Troy Township water service to non-residents – annexation requirement

DATE: January 21, 2016

Background

Over the past year, Troy Township has communicated several times with City Council requesting revisions to the current policy requiring contiguous non-residents receiving water service through the City to annex into the City's corporate limits. In May 2015, the Township formally requested a change in policy to allow property owners located on Hills Miller Road and other parts of the Township to utilize City water without any annexation requirement (see enclosed letter).

Justification for these requests arises from alleged issues with the City's Penry Road Wellfield. As you may know, a long history surrounds this project and its resulting impact on nearby residential wells within the Township. The City installed a wellfield on Penry Road in 1998. During test pumping, many nearby wells were adversely affected. Following an extensive study, it was determined that the Wellfield negatively impacted a certain amount of local wells within a specified draw down area (see enclosed chronology of water service).

In 2003, prior to the Wellfield going into full operation, the City agreed to provide water service to the majority of the affected area and cover the costs of connection fees. Additionally, the City provided compensation for those residents whose wells were negatively impacted by the Penry Road Wellfield, but located outside the area to be serviced by City water. These solutions received overwhelming support from Township residents and a reduction in complaints regarding overall water quality connected to the Penry Road Wellfield.

Recent Complaints

More recently, however, additional concerns have been raised regarding local wells on five properties outside of the Wellfield's draw down area. Township residents have complained of dry wells and iron-tinged water coinciding with the start of service for the Penry Road Wellfield back in December 2014. In turn, the City has agreed to take steps to evaluate these more recent complaints and address them through cost-sharing for fixes, such as filters, and implementing a groundwater monitoring program set to begin in 2016.

Agreements

Currently, the City holds written agreements with several properties in Troy Township located on both sides of Hills Miller and Coover Roads. Properties along Coover Road and on the south side of Hills Miller Road are under agreement to annex immediately upon becoming contiguous to City limits, if receiving City water (see attached exhibit). The remaining properties on the north side of Hills Miller Road are under agreement to annex into the City within 10 years, also as a condition to receiving City water. Similar agreements have been reached in comparable circumstances for other areas in and around the City. However, I recommend avoiding this type of agreement in the future, as ensuring performance on these agreements has proven to be problematic.

Request

On behalf of such residents, the Township has requested that the City waive all annexation requirements until such time as sanitary sewer becomes available in the areas of the Township receiving City water. Reasoning behind this request stems from the opinion that sanitary sewer availability, more so than basic utility services, serves as a catalyst for future City growth and development. The Township understands that these affected property owners receiving City water will still be required to pay the additional 50% surcharge for non-residents by not annexing.

Recommendation

On December 9, 2015, I met with Brad, Dan, and David to discuss this issue and consider any advantages and disadvantages to the proposed policy change. As a result of this discussion, we came to agreement on a recommendation.

For the following reasons, it is our recommendation that the Township's request should be denied and that the City should continue administering a consistent policy requiring property owners receiving City water to annex into the City, either immediately upon becoming contiguous or within a fixed period of time. This determination is based on: 1) current provisions of the City Code; 2) the lack of an appreciable financial benefit from charging the 50% non-resident fee in perpetuity as opposed to annexation; and 3) consideration of precedent.

1) Amending City Code

First, any change to this policy would necessarily require amending the City Code. Del. Cod. Ord. § 913.20(c) now requires existing water users to petition for annexation within 60 days after their property becomes contiguous to City boundaries. Failure to do so constitutes grounds for immediate termination of water service. While § 913.20(c) provides an exception to this rule upon a finding of a “specific necessity” by the City Manager and concurrence by City Council, the language suggests that this exception only narrowly applies under emergency circumstances.

The Township seeks exception from the annexation rule based on problems with local well water claimed to be related to the City’s Penry Road Wellfield. At this point, these claims require further evaluation and study in order to determine any conclusive connection between the newly operated Wellfield and negative impacts on surrounding well water. Following these studies, there also remain excellent opportunities for the Public Utilities Department to help resolve any issues with local wells through cost-sharing for fixes.

Accordingly, this situation does not satisfy an emergency exception to the annexation rule, nor does it support the time, planning, and reconfiguration of City policy called for by a legislative change. The situation with the local wells in Troy Township has not been investigated enough at this point to justify such an extensive change to City policy. In addition to amending the City Code, we would also need to revisit, amend, and possibly nullify the written agreements already in place with the property owners along Hills Miller and Coover Roads. The resulting changes could set unclear precedent for future administration of water service to non-residents, and produce a more complicated overall policy.

2) Financial Considerations

Second, any financial benefit to waiving the annexation requirement would be negligible. Del. Cod. Ord. § 913.15 imposes a 50% additional charge for all water service outside the City limits. The Township residents at issue would agree to continue paying said charge if the City dismissed the annexation requirement.

We asked Brad whether this additional charge, if imposed continuously, would yield enough benefit to the City to present a better financial alternative to annexation. Brad stated that the 50% surcharge would not yield significantly more funds. According to him, average homes using City water consume approximately 600 cubic feet of water per month. This usage translates to a monthly bill of about \$40.02. Adding the non-resident charge at 50%, or \$20.01, results in a monthly bill of \$60.03.

With a benefit of roughly only \$20 per home, the financial yield from the 50% fee would not cause any significant gain, even if applied to a street of 50-100

homes. This lies in contrast to the income tax benefits likely to result from annexing the properties into the City, in addition to the less quantifiable benefits presented by City growth. In short, the surcharge would not generate enough money to counter the alternative financial gain from annexing the properties consistent with current policy.

3) Establishing Precedent

Lastly, the proposed policy change could create complex precedent regarding provision of City water to non-residents in the future. The City has been relatively steadfast and consistent in applying its policy of providing utility services to non-residents only if conditioned on a promise to annex. Changing the policy in this scenario could produce similar requests from other contiguous property owners already under agreement to annex in the near future. This may result in several written agreements needing to be amended and/or nullified. Alternatively, the City would need to be able to support the change in policy for this specific situation as compared to others.

Moreover, said policy change could also convince future developers and property owners to request utility services, even above and beyond water, without promising annexation as consideration. Without the annexation rule, the City becomes vulnerable to an assembly of future landowners requesting utilities without the return obligation of joining the City limits. The result would create an added burden on the City as well as generate policy difficult to enforce both practically and consistently.

Additionally, following the Township's recommendation to require annexation pending the availability of sanitary sewer is problematic for a number of reasons. Such a policy raises great uncertainty as to timing and enforceability. The future date of sanitary sewer development, particularly in that area of Delaware County, is very uncertain at this time. It is extremely questionable how long it may take the City to extend sanitary sewer north into that area of Troy Township. Furthermore, there is no guarantee that the City will even be a provider of sanitary sewer in that area at any time in the future. The county or even a private developer may seek to extend sewer availability to this area, removing the City from the equation entirely.

Accordingly, enforceability of this approach is called into question. Sanitary sewer development requires extensive time and planning and presents a more complicated, uncertain trigger to annexation than simply requiring properties to annex upon receiving any City utility service. The current policy in effect presents a cleaner and more easily enforced approach than that presented by the Township's request.

Conclusion

Based on the foregoing, it is our recommendation that the City deny the Township's request to allow certain non-residents to obtain City water without annexation. This conclusion comes after careful thought and deliberation. Ultimately, it is our opinion that the City should not reconsider current policy on this matter for the reasons stated above.

TROY TOWNSHIP, DELAWARE COUNTY

4293 U.S. Route 23 North
Delaware, Ohio 43015

May 5, 2015

Delaware City Council
1 South Sandusky Street
Delaware, Ohio 43015

RE: Penry Road Well Field

Delaware City Council,

On behalf of the residents of Troy Township, the Troy Township Trustees are requesting that the City of Delaware review and amend its current policy regarding annexation for residents of Troy Township as a requirement to obtain city water for homeowners currently not within the corporation limits of the City of Delaware.

The residents of Troy Township and the Trustees feel this policy change is warranted by the fact the city installed a well field on Penry Road to supply the city water treatment plant. Prior to the installation of the Penry Road well field the residents in the Troy Road, Hills Miller Road and Buttermilk Hill Road area had minimal problems with their wells. After the well field was installed and reached a higher sustained operating capacity, the residents in this area have experienced wells going dry, wells pumping dirty/muddy water and other well problems.

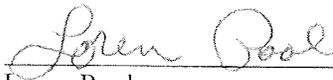
The Troy Township Trustees are requesting the city amend its current policy of requiring non-city residents sign an agreement to annex into the corporation limits within ten years of obtaining city water or at the point of sale if the residence has city water.

The Troy Township Trustees would like the City of Delaware revise the current annexation policy in Troy Township to a policy that would require annexation when the City of Delaware sanitary sewer becomes available in the area of Troy Township where city water is available.

The residents of Troy Township and the Troy Township Trustees acknowledge that prior to sanitary sewer becoming available in Troy Township, if the residence obtains city water the residence will be paying a higher water fee than residents within the corporation limits of the City of Delaware.

The Troy Township Trustees believe this policy change would be beneficial to both the City of Delaware and Troy Township.

Respectfully Yours,



Loren Pool
Chairman, Troy Township Trustees



Doug Price
Vice Chairman, Troy Township Trustee



Earl Lehner
Troy Township Trustee

Chronology of Water Service in the Coover Road, Hills-Miller Road, and Buttermilk Hill Road Areas

- 2003 - City approves agreement to pay Troy Township residents \$4,000 who live in the Penry Rd well field 5-foot or greater drawn down area and \$2,400 for residents who live in 3-5 foot drawn down area. This payment was to be used to pay for DEL-CO Water capacity fees, City capacity fees (for residents in the City service area) or for improving on-site water systems. As part of the agreement, the City received a signed waiver from property owners releasing the City from any and all future liability with respect to the Penry Road wellfield operation.
- 2004 – City constructs eight-inch water line on Coover Road, Troy Road and Buttermilk Hill Road per the map. Property owners that connect to the City water line are required to sign an agreement to annex once they are contiguous to the City.
- 2011 – City constructs twenty-four inch water main on Hills-Miller Road. Included with the City easement acquisitions from property owners on the north side of Hills-Miller Road is an agreement that states (A) the property owners must annex into the City within ten (10) years from the issuance of the water connection permit, or (B) the property is transferred to a new owner or owners, whichever comes first and the property is contiguous to the City. Property owners on the south side of Hills-Miller Road must signed an agreement to annex once they are contiguous to the City at the time a water connection permit is approved.
- 2015 – City staff met with two property owners on Buttermilk Hill Road and Troy Road, who live outside of the Penry Road well field drawn down area, that state the water quality of their wells have been impacted by the operation of the Penry Road well field. Approximate costs to extend the City water line 2,000 feet on Buttermilk Hill Road from its current terminus to the end of the City’s water service area at the railroad tracks is \$150,000. The approximate cost to extend the water line approximately 5,500 feet on Troy Road from Buttermilk Hill Road to Hills-Miller Road is \$400,000.



Public Utilities Department

Dr. Thomas H. Marshall, P.E., Director

Protecting Public Health

Providing Environmental Responsibility

August 21, 2003

RE: Troy Township Water Service

Dear Property Owner:

As you may know, the City of Delaware installed a wellfield on Penry Road in 1998. During the test pumping of the wellfield, many nearby wells were adversely affected. The wellfield has not been connected to the City's water plant and has not been in operation other than for testing purpose. A stakeholder group of residents, scientists, and city and township officials was formed to oversee an extensive study to determine the actual impact of the City's wellfield on area residential wells. The City's wells were activated for a period during 2001 and extensive measurements were taken to determine the extent of impact on residential wells. The results of the study were carefully examined and a drawdown contour map was developed. The drawdown contour map shows the maximum drawdown that should occur under extreme drought condition if the City's wells were operated at maximum capacity. The results were presented to the public – (A copy of the drawdown contour map is included as an attachment exhibit.)

The stakeholder group was again convened to find a solution to the problem. It was agreed that before the City's wellfield was put into operation, the City of Delaware would provide water service to the majority of the affected area and cover the costs of connection fees. In addition, the City agreed to provide compensation for residents whose wells were adversely impacted but are outside the area that would be serviced by public water supply. This proposal was presented to the public and received overwhelming support. The affected area is defined as residences within the 3-foot drawdown contour indicated on the attached exhibit.

In July 2002, Del-Co Water Company came forward to the City of Delaware and proposed to provide water service to the area. It has been agreed between the City of Delaware and Del-Co, that Del-Co will provide water service to parts of the impacted area. The Stakeholder Group convened to discuss the details and has given its approval to this proposal.

Please be assured that the City intends to fully honor its commitment to cover the costs of connecting to a public water supply system or improving on-site water supply systems for residents whose wells are impacted by the City's Penry Road Wellfield.

The stakeholder group agreed in the January 24, 2003 meeting that the most efficient and equitable way to provide compensation would be for the City to make direct payments to the impacted property owners. In return, the City would receive a statement releasing it from any and all future liabilities with respect to the wellfield operation.

RE: Troy Township Water Service

It was agreed that the direct payment would be \$4000 for residents within the 5-foot drawdown contour and \$2400 for residents within the 3-foot drawdown contour but outside the 5-foot drawdown contour. This payment can be used to pay Del-Co tap fees, City tap fees (for those in the City service area) or for improving on-site water systems. It is expected that settlement agreements will be drafted and mailed to you within 30 days. Upon receipt of signed, notarized agreements, the City will issue payment.

As the attached shows the current proposal is for Del-Co to service the west side of Route 23 from Main Road to Troutman Road, Troutman Road between Route 23 and Troy Road, Troy Road between Troutman Road and Coover Road, Penry Road between Route 23 and thru address 2040 Penry Road to the west, Willey Road and Downing Road. The City intends to service all of Coover Road, the west side of Route 23 to Main Road, Troy Road from Coover Road to Buttermilk Hill Road and Buttermilk Hill Road from Troy Road west thru address 1460 Buttermilk Hill Road.

The City anticipates that City water service will be available before the end of 2004. In addition, the City is in the process of securing an agreement from Del-Co. to ensure that Del-Co water service is available by the end of 2004 as well.

EPA backflow prevention regulations require that wells be properly abandoned when a unit is connected to a public water supply system. However, well abandonment is not required if all water lines from the well are disconnected to the unit and a backflow prevention device is properly installed and annually inspected by a licensed entity. Inspection results must be submitted annually to the public water service provider.

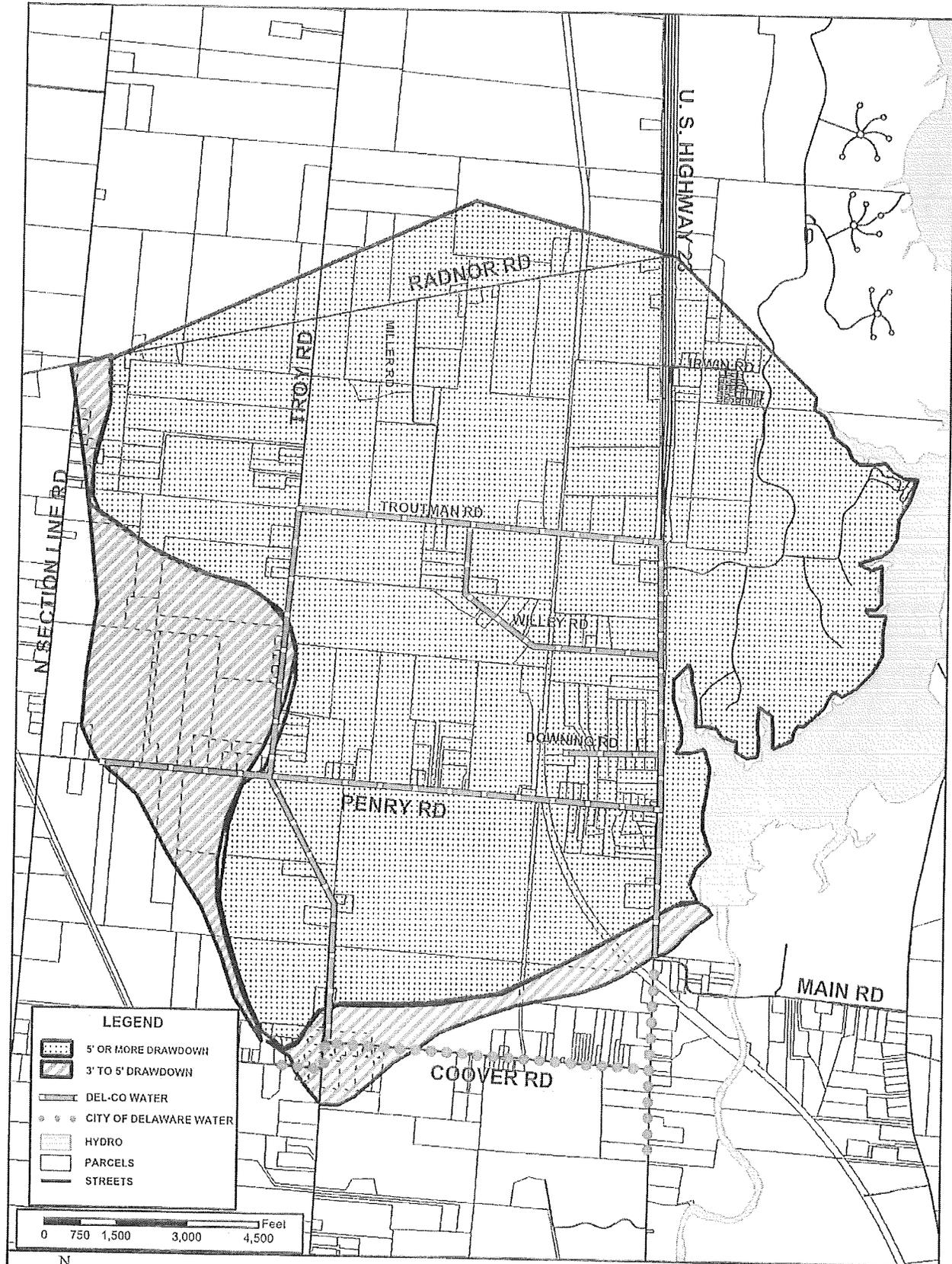
Thank you for your cooperation throughout this process. The City wants to be a good neighbor to Troy Township and believes this approach demonstrates our commitment. We are hopeful that the City and Troy Township have developed a win-win approach. Please feel free to contact me or Deputy Director Brad Stanton at 368-1504 with any questions or concerns.

Sincerely,

Dr. Thomas H. Marshall, P.E.
Director of Public Utilities
City of Delaware

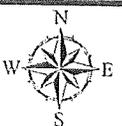
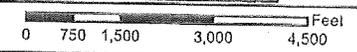
THM/rah

cc: Mr. Larry Starling, Troy Township Trustee
Mr. Stan Haas, Stakeholder Group Member
Ms. Amy Tovar, Stakeholder Group Member
Mr. Zane Layman, Stakeholder Group Member
Mr. Mark Hemans, Stakeholder Group Member
Mr. R. Thomas Homan, City Manager
Mr. Dan Bennington, City Attorney
Mr. Dean Stelzer, Finance Director
Mr. P.K. Tudor, General Manager, Del-Co Water
City of Delaware Council Members

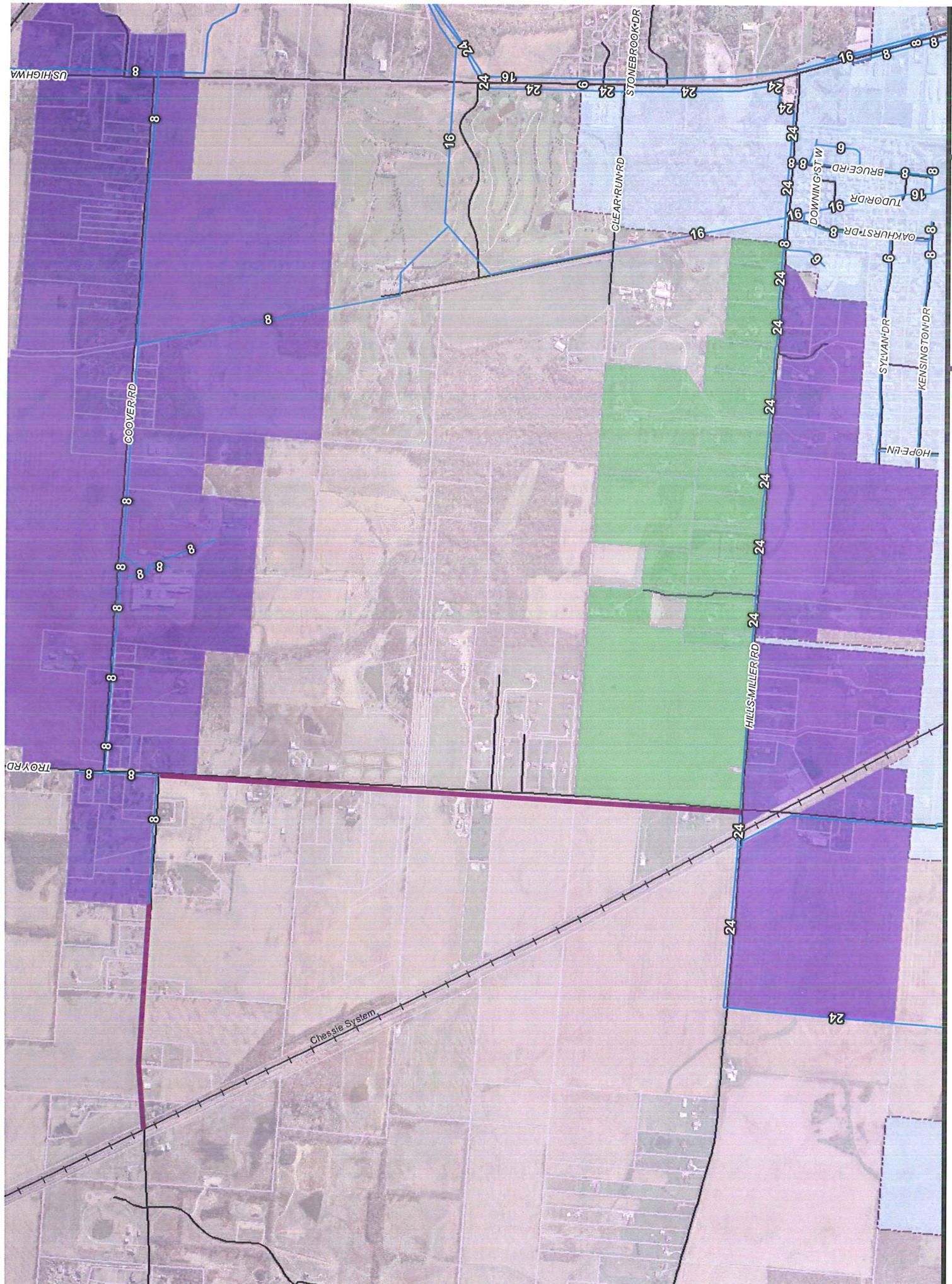


LEGEND

	5' OR MORE DRAWDOWN
	3' TO 5' DRAWDOWN
	DEL-CO WATER
	CITY OF DELAWARE WATER
	HYDRO
	PARCELS
	STREETS



Penry Road Wellfield Drawdown Area
Proposed City of Delaware and Del-Co Water Supply Extension Projects



This information is believed to be an accurate and true depiction for the stated purposes, but the

Future

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: January 6, 2016

1. **Calendar**

See Attached

2. **Per Section 73 Of The City Charter The City Manager Is To Report Contract Agreements**

Nothing to report

3. **Bi-Weekly Meetings**

January 11

- * Rotary
- * Council meeting

January 12

- * Meeting with the BIA
- * Sister City

January 14

- * Mount Carmel Health System Open House

January 19

- * Strand Board meeting
- * Parks and Recreation Advisory Board meeting

January 21

- * Pat Catan's Ribbon Cutting
- * State of the City

January 22

- * EMS Ribbon Cutting

4. **Required Reading**

A. Fire Department Monthly Report

January

2016

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
					1	2

3	4	5	6	7	8	9
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10	11	12	13	14	15	16
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Council 7

Sister City
Advisory Board 6-
7

BZA – cancelled

17	18	19	20	21	22	23
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MLK Day Offices
Closed

Parks and
Recreation
Advisory Board 7

Planning
Commission 7

Airport
Commission 7

24	25	26	27	28	29	30
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Council 7

Shade Tree
Commission 7

HPC 7

31



Delaware Fire Department

December 2015 Monthly Report



PERFORMANCE REVIEW	2012	2013	2014	2015	December	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	453	5,380	100.15%	100.00%	0.15%
Fire	103	104	101	107	5	126	117.76%	100.00%	17.76%
Rupture/Explosion	9	3	3	3	0	1	33.33%	100.00%	-66.67%
EMS	3,861	3,883	4,047	4,197	367	4,254	101.36%	100.00%	1.36%
Hazardous Conditions	173	131	124	135	13	135	100.00%	100.00%	0.00%
Service Calls	146	94	141	146	8	155	106.16%	100.00%	6.16%
Good Intent	169	165	162	176	10	155	88.07%	100.00%	-11.93%
False Calls	453	440	589	599	48	541	90.32%	100.00%	-9.68%
Severe Weather	6	3	0	2	0	1	50.00%	100.00%	-50.00%
Other	8	8	6	7	2	12	171.43%	100.00%	71.43%
Number of medical transports	2,593	2,576	2,586	2,888	370	4,024	139.34%	100.00%	39.34%
Percent of priority calls w/ response within 6 min	57%	56%	68%	68%	70%	74%	72.00%	100.00%	2.00%
Percent residential structure fires ERF of 15 FF within 12 minutes	40%	70%	78%	70%	100%	85%	20.88%	100.00%	70.00%
# Structure Fires			9	10	3	13	130.00%	100.00%	30.00%
# Structure with personnel and Times			7	7	3	11	157.14%	100.00%	57.14%
Number of commercial inspections conducted	594	1,222	1,473	1,250	21	1,365	109.20%	100.00%	9.20%
Number of plans reviewed within five days	89%	86%	100%	95%	100%	100%	105.26%	100.00%	100.00%
Number of fires greater than \$10,000	6	13	8	8	1	12	150.00%	100.00%	50.00%
Number of fires of suspicious nature	3	5	5	3	0	6	200.00%	100.00%	100.00%
Hours of Training	9,326	8,831	13,335	10,000	709	10,977	109.77%	100.00%	9.77%

Major Incidents

- December 11, Structure Fire, Reid
- December 11, Major Trauma, Summerville
- December 11, Major Trauma, Heatherton
- December 16, Major Trauma, Lippazon Way
- December 22, Structure Fire, Colfret Ct.

Other Activities

- December 4, Roops/PIN Toy Drive
- December 17, Hayes Building, Safety Presentation for Young Mothers

2010 Fire Levy Status

- Equipment - Continuing
 - Three new Paramedic trucks are currently on order. The expected delivery is early 2016.
 - 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.



Delaware Fire Department

December 2015 Monthly Report



-
- 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.



Delaware Fire Department

December 2015 Monthly Report



Council for Older Adults – Monthly Report on the Firehouse Coordinator

First In Response to Seniors

December 2015



Referrals		# new SP-enrolled clients		Total Contacts (duplicated clients)		# Discrete individuals served during the month		# of new individuals served	
Month	YTD	Month	YTD	Month	YTD	Month	Average/Mo	New for Month	YTD Unduplicated
86	483	0	8	250	2021	89	68.09	50	477

Referrals

Delaware City Service Coordinator direct referral		Delaware City FD		Genoa Township FD		SourcePoint Staff		Orange Township FD	
Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
79	409	4	45	0	3	1	4	0	4

Liberty Township FD		Delaware County EMS	
Month	YTD	Month	YTD
1	4	1	3

City of residence for those served:

Delaware		Galena		Lewis Center		Ostrander		Westerville	
Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
84	451	0	2	0	2	0	2	1	5
Powell		Sunbury		Ashley		Other		Total	
Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
1	7	3	5	0	0	0	3	89	477

Additional Services

# services added		Home Delivered Meals		Shelf Stable Meals		Emergency Response Unit		Medication Dispenser	
Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
2	49	0	8	0	1	1	10	0	2
# individuals with new services		Incontinence Products		Durable Medical Equipment		In-Home Support		*Other	
Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
2	26	0	2	0	6	1	15	0	5

*Other
N/A



Delaware Fire Department

December 2015 Monthly Report



2015 Incidents

