

**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

MAY 9, 2016

1. ROLL CALL
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held April 25, 2016, as recorded and transcribed.
5. CONSENT AGENDA
 - A. Acceptance of the Motion Summary for the Civil Service Commission meeting held February 3, 2016
 - B. Acceptance of the Motion Summary for the 2016 Charter Review Commission meeting held April 14, 2016.
 - C. Acceptance of the Motion Summary for the Historic Preservation Commission meeting held March 23, 2016.
 - D. Acceptance of the Motion Summary for the Shade Tree Commission meeting held March 22, 2016.
 - E. Acceptance of the Motion Summary for the Airport Commission meeting held April 21, 2016.
 - F. Acceptance of the Motion Summary for the Planning Commission meeting held April 6, 2016.
 - G. Resolution No. 16-18, a resolution authorizing the City Manager to participate in the cooperative purchase of road salt through the Ohio Department of Transportation's Winter Salt Purchase Contract (018-17).

6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. CONSIDERATION of a New Liquor Permit
 - A. AMVETS Post 0102, 485 Park Avenue & Patio, Delaware, OH 43015. Permit Class: D5
9. PRESENTATION
 - A. Advanced Metering Infrastructure (AMI) Update, Brad Stanton, Public Utilities Director
10. SECOND READING of Ordinance No. 16-33, an ordinance authorizing the City Manager to enter into a Cooperation Agreement with Delaware County for the resurfacing of Warrensburg Road.
11. SECOND READING of Ordinance No. 16-34, an ordinance authorizing the City Manager to enter into a Cooperative Agreement with the Ohio Department of Transportation to upgrade crosswalks, install pedestrian count down signals as well as rectangular rapid flashing beacons (RRFB's) at various locations throughout the city.
12. SECOND READING of Ordinance No. 16-38, an ordinance amending the employment agreement with the City Manager.
13. CONSIDERATION of Resolution No. 16-19, a resolution accepting the award on unresolved issues pertaining to the settlement of a collective bargaining agreement between the International Association of Firefighters (IAFF), Local 606, and the City of Delaware.
14. CONSIDERATION of Ordinance No. 16-39, an ordinance authorizing the City Manager to enter into an agreement with the Ohio Attorney General's Office to continue providing National Webcheck Background Check Services.
15. CONSIDERATION of Ordinance No. 16-40, an ordinance approving a Final Subdivision Plat for Millbrook Section 2 consisting of 40 Single-Family lots on 10.26 acres zoned R-3 (One-Family Residential District) located on Ridgefield Drive and Elliot Road.
16. CONSIDERATION of Ordinance No. 16-41, an ordinance approving an extension to the Final Development Plan for Phase 1 of Stockdale Farms Subdivision consisting of 60 Single-Family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2

PMU (One-Family Residential with a Planned Mixed Use Overlay District).

17. CONSIDERATION of Ordinance No. 16-42, an ordinance approving an extension to the Final Subdivision Plat for Phase 1 of Stockdale Farms Subdivision consisting of 60 Single-Family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2 PMU (One-Family Residential with a Planned Mixed Use Overlay District).
18. CONSIDERATION of Ordinance No. 16-43, an ordinance approving the sale of a Public Utilities Department 1988 Mack Concrete Truck and a Public Works Department 2006 Marathon HMT Hot Mix Transporter that have been or will be replaced with newer models and are no longer needed for use by the City.
19. CITY MANAGER'S REPORT
20. COUNCIL COMMENTS
21. ADJOURNMENT

RECORD OF PROCEEDINGS

Minutes of Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held April 25

20 16

The regular meeting of April 25, 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 Mayor Riggle, 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, Brad Stanton, Public Utilities Director, Bill Ferrigno, Public Works Director, Bruce Pijanowski, Police Chief, Jackie Walker, Assistant City Manager, and Tom Homan, City Manager

ITEM 4: APPROVAL OF MINUTES

APPROVAL of the Motion Summary of the regular meeting of Council held April 11, 2016, as recorded and transcribed.

Motion: Vice-Mayor Shafer moved to approve the Motion Summary for the regular meeting of Council held April 11, 2016 seconded by Mr. DiGenova. Motion approved by a 7-0 vote.

ITEM 5: CONSENT AGENDA

- A. Acceptance of the Motion Summary for the Sister City Advisory Board meeting held January 12, 2016
- B. Acceptance of the Motion Summary for the 2016 Charter Review Commission meeting held March 3, 2016.
- C. Acceptance of the Motion Summary for the Parks and Recreation Advisory Board meeting held March 15, 2016.
- D. Resolution No. 16-15, a resolution authorizing the City Manager to apply for the Ohio Attorney General's Drug Use Prevention Grant Program for the 2016-2017 school year.
- E. Resolution No. 16-16, a resolution authorizing the City Manager to submit a grant application to the State of Ohio Department of Transportation, Division of Aviation for Ohio Airport Grant Projects Funding.

Mayor Riggle indicated that Item E., Resolution No. 16-16, on the Consent Agenda, will be voted on separately.

Motion: Mrs. Keller moved to approve the Consent Agenda, with the exception of Item E., seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Mr. Ferrigno provided an update on the changes to Resolution No. 16-16.

Motion: Mr. DiGenova moved to amend Resolution No. 16-16 with changes of Taxiway B to Taxiway A, seconded by Mr. Rohrer. Motion approved 7-0 vote.

Motion: Mr. DiGenova moved to approve Resolution No. 16-16, as amended, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

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Meeting

BEAR GRAPHICS 800-925-8094 FORM NO. 10148

Held April 25 20 16

ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS

PUBLIC PARTICIPATION:

Wayne Johnson
507 Round Pearl Ct.
Delaware Ohio

Mr. Johnson discussed the need for another full size pool.

Karen Sue Fisher
15 Sulu Dr.
Delaware, Ohio

Ms. Fisher discussed issues regarding the water tap and water line. Mr. Stanton plans to follow up with Ms. Fisher.

ITEM 7: COMMITTEE REPORTS

ITEM 8: INTRODUCTIONS

A. Ted Miller, Parks and Natural Resources Director

ITEM 9: PRESENTATION

- A. Proclamation presentation to State High School Bowling Championship Participant Alicia Halstead
- B. Arbor Day Proclamation presentation
- C. Shade Tree Commission 2015 Annual Report

ITEM 10: CONSIDERATION OF A LIQUOR PERMIT TRANSFER

A. From Compass Group USA, Inc., DBA Chartwells Selby Stadium, 45 S. Henry St., Delaware, OH 43015 to Compass Group USA, Inc., 40 Rowland Ave., Delaware, OH 43015. Permit Class: D5

Motion: Vice-Mayor Shafer moved to accept the liquor permit transfer without objection, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 11: ORDINANCE NO. 16-27 [Public Hearing and Second Reading]

AN ORDINANCE APPROVING AMENDMENTS TO CHAPTER 1151.02 (NONCONFORMING BUILDINGS OR STRUCTURES) AND 1151.03 (NONCONFORMING USE OF BUILDINGS AND LAND) OF THE PLANNING AND ZONING CODE TO REVISE REGULATIONS RELATED TO NONCONFORMING USE OF BUILDINGS, STRUCTURES AND LAND.

The Clerk read the ordinance for the second time.

There was no public comment.

Motion: Vice-Mayor Shafer moved to suspend the rules for Ordinance No. 16-27, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer moved to approve Ordinance No. 16-27, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

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ITEM 12: ORDINANCE NO. 16-28 [Public Hearing and Second Reading]

AN ORDINANCE APPROVING A REZONING FOR SAWMILL DELAWARE INVESTMENTS, LLC TO THE EXISTING M-1 PMU (LIGHT MANUFACTURING PLANNED MIXED USE OVERLAY DISTRICT) AT 2663 AIRPORT ROAD (PARCEL #419-220-02-003-00) ON APPROXIMATELY 47.558 ACRES.

The Clerk read the ordinance for the second time.

There was no public comment.

Motion: Mrs. Keller moved to suspend the rules for Ordinance No. 16-28, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mrs. Keller moved to approve Ordinance No. 16-28, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 13: ORDINANCE NO. 16-29 [Public Hearing and Second Reading]

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR SHORTY'S CASUAL CUISINE TO CONSTRUCT A TEMPORARY OUTDOOR PATIO AT 554 WEST CENTRAL AVENUE ON APPROXIMATELY 1.1 ACRES ON PROPERTY ZONED B-3 (COMMUNITY BUSINESS DISTRICT).

The Clerk read the ordinance for the second time.

APPLICANT:

John Cordas
554 Central Avenue
Delaware, Ohio

Thom Ibinson
554 Central Avenue
Delaware, Ohio

Motion: Vice-Mayor Shafer moved to suspend the rules for Ordinance No. 16-29, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer moved to approve Ordinance No. 16-29, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 14: ORDINANCE NO. 16-33 [First Reading]

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATION AGREEMENT WITH DELAWARE COUNTY FOR THE RESURFACING OF WARRENSBURG ROAD.

The Clerk read the ordinance for the first time.

ITEM 15: ORDINANCE NO. 16-34 [First Reading]

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO UPGRADE CROSSWALKS, INSTALL PEDESTRIAN COUNT DOWN SIGNALS AS WELL AS RECTANGULAR RAPID FLASHING BEACONS (RRFB'S) AT VARIOUS LOCATIONS THROUGHOUT THE CITY.

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The Clerk read the ordinance for the first time.

ITEM 16: ORDINANCE NO. 16-35 [First Reading]

AN ORDINANCE SUPPLEMENTING THE 2016 APPROPRIATIONS ORDINANCE TO ESTABLISH FUNDING FOR THE ENGRAVING AND INSTALLING OF BRICKS FOR THE VETERANS MEMORIAL PLAZA, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Motion: Mr. DiGenova moved to suspend the rules for Ordinance No. 16-35, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

Motion: Mr. DiGenova moved to enact the emergency clause for Ordinance No. 16-35, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

Motion: Mr. DiGenova moved to approve Ordinance No. 16-35, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

ITEM 17: ORDINANCE NO. 16-36 [First Reading]

AN ORDINANCE SUPPLEMENTING THE 2016 APPROPRIATIONS ORDINANCE TO ESTABLISH FUNDING FOR VARIOUS CITY-RELATED EVENTS, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Mrs. Walker discussed the need for funds for the various grand opening events throughout the City of Delaware. Mrs. Walker discussed the anticipated cost for tent rental. Mr. DiGenova requested that staff determine if chairs will need rented for the grand opening of Veterans Memorial Plaza.

Motion: Mrs. Keller moved to suspend the rules for Ordinance No. 16-36, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mrs. Keller moved to enact the emergency clause for Ordinance No. 16-36, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mrs. Keller moved to approve Ordinance No. 16-36, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 18: ORDINANCE NO. 16-37 [First Reading]

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NORTHEAST OHIO MEDICAL UNIVERSITY, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Chief Pijanowski discussed the data sharing for law enforcement and mental health facilities.

Motion: Mr. DiGenova moved to suspend the rules for Ordinance No. 16-37, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

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Motion: Mr. DiGenova moved to enact the emergency clause for Ordinance No. 16-37, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

Motion: Mr. DiGenova moved to approve Ordinance No. 16-37, seconded by Mr. Rohrer. Motion approved by a 7-0 vote.

The Clerk read the ordinance for the first time.

Mayor Riggle requested that change in Number 15 reflect the wording "provide" instead of "afford".

ITEM 19: ORDINANCE NO. 16-38 [First Reading]
AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER.

The Clerk read the ordinance for the first time.

ITEM 20: RESOLUTION NO. 16-17 [First Reading]
A RESOLUTION ESTABLISHING THE PAY RATE FOR A SEASONAL POSITION NOT INCLUDED IN THE PERMANENT PART-TIME PAY PLAN.

The Clerk read the resolution for the first time.

Motion: Mrs. Keller moved to approve Resolution No. 16-17, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 21: UPDATES

A. Bid Process Proposed Changes

Mrs. Walker provided information on the digital online bidding program.

B. Downtown Refuse

Mrs. Walker indicated that the Public Works Department will be providing a status update. Mrs. Walker provided information on a potential central dumping area. Mrs. Keller voiced a concern over the weather getting warmer and patios will be used.

C. Downtown Parking Project

Mrs. Walker indicated that there is an upcoming meeting with the consultants.

ITEM 22: FINANCE DIRECTOR'S REPORT

ITEM 23: CITY MANAGER'S REPORT

Mr. Homan provided updates on educational efforts for the Moving Delaware Forward.

ITEM 24: COUNCIL COMMENTS

Mr. DiGenova requested information on the London Road railroad work. Mr. Ferrigno stated that repairs will be begin in middle of May and are expected to last for approximately two weeks.

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Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held April 25 20 16

Mayor Riggle stated that there is no Work Session scheduled for May.

ITEM 25: ADJOURNMENT

Motion: Vice-Mayor Shafer moved to adjourn the meeting. The meeting adjourned at 8:33 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk

**Civil Service Commission
Motion Summary
February 3, 2016**

ITEM 1. ROLL CALL

Michael Robinson called the meeting to order at 3:05pm.

Members Present: Michael Robinson, Eric Coss and Brooke Acker

Staff Present: Human Resource Manager Jessica Feller, Police Chief Bruce Pijanowski, Fire Chief John Donahue and City Council Member Joe DiGenova

ITEM 2. APPROVAL of the Motion Summary of the Civil Service Commission meeting held DECEMBER 2, 2015, as recorded and transcribed.

Motion: Ms. Acker moved to approve of the Motion Summary for the December 2nd Motion Summary, seconded by Mr. Coss. Motion passed by a 3-0 vote.

ITEM 3. Vote for Chair and Vice Chair of the Commission

Mr. Coss nominates Mr. Robinson for Chair. Mr. Robinson accepts.

Ms. Acker nominates Mr. Coss for Vice President. Mr. Coss accepts.

Motion: Mr. Coss moved to approve Mr. Robinson for Chair, seconded by Ms. Acker. Motion passed by a 3-0 vote.

Motion: Ms. Acker moved to approve Mr. Coss for Vice Chair, seconded by Mr. Robinson. Motion passed by a 3-0 vote.

ITEM 4. Police and Fire Department Overviews

Police Chief Bruce Pijanowski presents to the commission a PowerPoint presentation of the department organization to include operations, support, and administrative, command staff and patrol strategy.

Fire Chief John Donahue presents to the commission a PowerPoint presentation of the department organization to include fire chief, assistant fire chief, captains, lieutenants, firefighters-EMT-B/EMT-P, staffing, stations, fire and paramedic vehicles, and 2016 initiatives.

ITEM 5. Amend the Police Officer List

John Laudeman has been hired. Jesse Leon has accepted another position. Both candidates have been removed from the list.

Motion: Ms. Acker moved to approve of the amended Police Officer List, seconded by Mr. Coss. Motion passed by a 3-0 vote.

ITEM 6. PUBLIC COMMENT

ITEM 7. COMMISSION MEMBERS COMMENTS

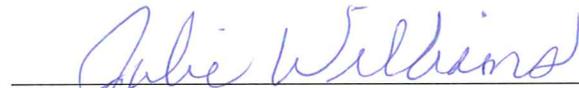
Chief Donahue asks the commission to consider moving the regularly scheduled April meeting back a week. The April meeting is moved to the 13th.

ITEM 8. MEETING ADJOURNMENT

Chairman Robinson adjourned the meeting at 4:00 p.m.



Michael Robinson, Chairman



Julie Williams, Clerk

**2016 CHARTER REVIEW COMMISSION
MOTION SUMMARY
April 14, 2016**

ITEM 1. Roll Call

Vice-Chairman Bennington called the 2016 Charter Review Commission Meeting to order at 6:02 p.m.

Members Present: Jack Hilborn, Stephanie Steinbeck, Cathy Falter, Charlotte Joseph, Mayor Carolyn Kay Riggle, and Vice-Chairman Dan Bennington

Members Absent: Megan Cochran, Jeremy Byers and Chairwoman Mary Jane Santos

Staff Present: Darren Shulman, City Attorney and David Moser, Assistant City Attorney

Motion to Excuse: Mayor Riggle moved to excuse Ms. Cochran, Mr. Byers, and Chairwoman Santos, seconded by Mr. Hillborn. Motion approved by a 6-0 vote.

ITEM 2. Approval of the Motion Summary for the meeting held March 3, 2016, as recorded and transcribed.

Motion: Mr. Hillborn moved to approve the Motion Summary for the meeting held March 3, 2016, as recorded and transcribed, seconded by Mayor Riggle. Motion approved by a 6-0 vote.

ITEM 3. Review of Submissions from the Public

Mr. Shulman indicated that former Councilman Andrew Brush had submitted two suggestions regarding Council Salary and Additional Wards. Mr. Shulman recommended that these items be discussed during Item 5.

Motion: Mr. Hillborn moved to discussed Mr. Brush submission during Item 5, seconded by Ms. Steinbeck. Motion approved by a 6-0 vote.

ITEM 4. Review of Submissions from the Public

Sec. 4A. CITY PROHIBITED FROM USING EMINENT DOMAIN SOLELY FOR ECONOMIC DEVELOPMENT- Commission recommends proceeding with no additional changes.

Sec. 5. INTERGOVERNMENTAL COMMITTEES AND CONTRACTS- Commission recommends proceeding with no additional changes.

Sec 6. INVESTIGATIONS AND AUDITS-Commission recommends to not proceed with 6A.

Sec 7. COMPOSITION; QUALIFICAITONS-Commission recommends proceeding with no additional changes.

Sec. 8. ELECTION FORM WARDS AND AT LARGE; TERMS OF OFFICE-Commission recommends changes with the addition of 12:01 a.m.

Sec. 11. DISCIPLINE AND EXPULSION OF MEMBERS- Commission recommends changes.

Sec. 12. COUNCIL MAY DECLARE SEATS OF MEMBERS VACANT-Commission recommends proceeding with no additional changes.

Sec. 13. MANNER OF FILLING VACANCIES, GENERALLY-Commission recommends changes for addition of public notice.

Sec. 14. MANNER OF RESOLVING THE VOTES OF APPOINTMENTS TO FILL VACANCIES- Commission recommends proceeding with no additional changes.

ALTERNATIVE VOTING SYSTEM- Mr. Shulman recommends to hold discussion when Chairwoman Santos is present. No concerns were voiced by the Commission to table the discussion.

ITEM 5. Review of Delaware City Charter, Articles 3, 4, 5, 6, 7 and 8 (time permitting)

ARTICLE III. CITY COUNCIL

Sec. 15. COMPENSATION

The Commission recommends to remove (\$120). Mr. Shulman will bring forward recommended changes.

A discussion was held regarding the submission requests by former Councilman Andrew Brush.

Sec. 16. MEETINGS

Mr. Shulman is to bring forward recommended changes to notify each member of Council twelve hours in advance of meetings.

Sec. 17 RULES OF ORDER AND JOURNAL OF PROCEEDINGS

Mr. Shulman is to bring forward recommended changes.

Sec. 20. SINGLE SUBJECT; READINGS BEFORE PASSAGE; STYLE

A discussion was held on changes to have ordinances passed after two readings. The Commission recommended that there are no changes to Sec. 20.

Sec. 21. MUNICIPAL CODE AND SUPPLEMENTS

The Commission recommends to remove the wording of “book form” and to make changes to be available to the public. Mr. Shulman will bring forward recommended changes.

Sec. 26. PUBLICATION

A discussion was held to remove wording of newspaper and addition of wording of website. Mr. Shulman will bring forward recommended changes.

ARTICLE IV. INITIATIVE AND REFERENDUM; RECALL

Sec. 36. REFERENDUM; SUSPENSION OF EFFECTIVE DATE OF NONEMERGENCY MEASURES.

The Commission recommends proceeding with no changes.

ARTICLE V. CITY CLERK

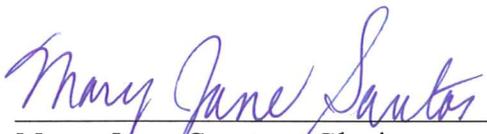
Sec. 41. APPOINTMENT; DUTIES GENERALLY; TERM.

The Commission recommends proceeding with no changes.

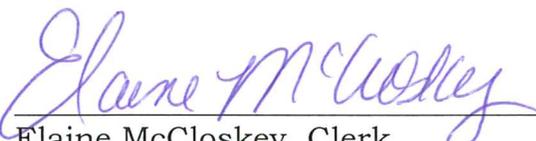
ITEM 6. Next Meeting Date: April 28

ITEM 7. Adjournment

Motion: Ms. Joseph moved for the 2016 Charter Review Commission meeting to adjourn, seconded by Mr. Hillborn. The meeting adjourned at 8:01 p.m.



Mary Jane Santos, Chairwoman



Elaine McCloskey, Clerk

**HISTORIC PRESERVATION COMMISSION
MOTION SUMMARY
March 23, 2016**

ITEM 1. Roll Call

Chairman Koch called the Historic Preservation Commission meeting to order at 7:00 p.m.

Members Present: Erinn Nicley, Sherry Riviera, Councilman Kyle Rohrer, Vice-Chairman Mark Hatten, and Chairman Roger Koch

Members Absent: Joe Coleman and James Kehoe

Motion to Excuse: Vice-Chairman Hatten moved to excuse Mr. Coleman and Mr. Kehoe, seconded by Councilman Rohrer. Motion approved by a 5-0 vote.

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

ITEM 2. APPROVAL OF MOTION SUMMARY of the Historic Preservation Commission meeting held on January 27, 2016, as recorded and transcribed.

Motion: Vice-Chairman Hatten moved to approve the Motion Summary of the Historic Preservation Commission meeting held on January 27, 2016, as recorded and transcribed, seconded by Ms. Riviera. Motion approved by a 4-0-1(Rohrer) vote.

ITEM 3. REGULAR BUSINESS

A. 2016-0427: A request by Avenue Holdings LLC for a Certificate of Appropriateness for facade improvements at 4 North Sandusky Street / 5 East William Street which are zoned B-2 (Central Business District) and located in the Downtown Core and Transitional District of the Downtown Historic District Overlay, respectively.

Ms. Guenther provided a presentation that included the location of the property and photographs of both the outside façade and inside of the building. Ms. Guenther discussed the current floor access route. Ms. Guenther provided information regarding the storefront renovation proposal and other general improvements. A discussion was held regarding the intent of the applicant to preserve the existing ghost sign outside of the building.

APPLICANT:

Brad Blumensheid
DKB Architects
52 E. Lynn St.

Columbus, Ohio 43215

Motion: Vice-Chairman Hatten moved to approve 2016-0427 for the Certificate of Appropriateness for façade improvements at 4 North Sandusky Street/5 East William Street, along with all staff recommendations, seconded by Councilman Rohrer. Motion approved by a 5-0 vote.

B. 2016-0359: A request by 6 North Sandusky Street LLC for a Certificate of Appropriateness for facade improvements at 6 North Sandusky Street which is zoned B-2 (Central Business District) and located in the Downtown Core of the Downtown Historic District Overlay.

Ms. Guenther provided a presentation that included the zoning and location map. Ms. Guenther reviewed the storefront renovation proposal and reviewed the proposed color palette and proposed appurtenances. Information was also provided regarding interior modifications and replacement of roof and gutters. Ms. Guenther indicated that the final design for the signage will be approved through administrative approval.

APPLICANT:

Jake Ball
1989 Stratford Road
Delaware, Ohio 43015

Tom Vatsures
15 W. Central Avenue
Delaware, Ohio 43015

A discussion was held on the applicant's intention to uncover the columns and expose the original stone if the columns are in good condition.

Motion: Mr. Nicley moved to approve 2016-0359 for the Certificate of Appropriateness for the property at 6 North Sandusky Street with both staff recommendations included, seconded by Ms. Riviera. Motion approved with a 5-0 vote.

ITEM 4. COMMISSION MEMBER COMMENTS AND DISCUSSION

Ms. Guenther provided an update on efforts to remove noncompliant signage. Ms. Guenther discussed the plan for herself and the Economic Development Director to meet with each business desiring a sidewalk use permit to review patio and sign regulations in April. Mr. Schultz discussed the process to revise the code for signage in regard to the sidewalk signs per a request of the HPC Chairman.

ITEM 5. ELECTION OF OFFICERS

The Commission was in agreement to hold elections at the next meeting due to the absence of Mr. Kehoe and Mr. Coleman.

ITEM 6. NEXT REGULAR MEETING: April 27, 2016

ITEM 7. ADJOURNMENT

Motion: Mr. Nicley motioned to adjourn the meeting, seconded by Ms. Riviera. The Historic Preservation Commission meeting adjourned at 8:14 p.m.



Roger Koch, Chairman



Elaine McCloskey, Clerk

**SHADE TREE COMMISSION
MOTION SUMMARY
March 22, 2016**

ITEM 1. Roll Call

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

Members Present: Shannon Brewster, Jim Buck, Dave Carey, Juliette Rike, Tom Wolber, Councilmember George Hellinger, Vice-Chairwoman Susan Wright, and Chairman Paul Olen

Members Absent: Brenda Hendricks and Tom Glissman

Staff Present: Doug Richmond, City Arborist and Linda Mathews, Customer Service Liaison

Motion to Excuse: Mr. Wolber moved to excuse Mr. Glissman and Ms. Hendricks, seconded by Mr. Buck. Motion approved by an 8-0 vote.

ITEM 2. APPROVAL OF MOTION SUMMARY of Shade Tree Commission meeting of February 23, 2016 as recorded and transcribed.

Motion: Vice-Chairwoman Wright moved to approve the Motion Summary for the February 23, 2016 meeting, seconded by Councilmember Hellinger. Motion approved with an 8-0 vote.

ITEM 3. PUBLIC COMMENTS

ITEM 4. DISCUSSION of 2016 Arbor Day Activities

Chairman Olen discussed potential activities to include in the Arbor Day celebration and the May 6, 2016 First Friday event. Chairman Olen recommended that the sign-up sheet be distributed online to all members. Vice-Chairwoman Wright plans to send out the volunteer sign-up sheet through email.

Mr. Richmond recommended that the annual tree planting event take place at the YMCA and that they use a Shumard Oak tree for the celebration. Ms. Mathews indicated that she had left a message with staff at the YMCA to coordinate the planting with the Healthy Kids Day, on April 30, 2016. The Commission members were in agreement to the recommendations by Mr. Richmond for the tree species and placement.

Ms. Brewster volunteered to coordinate different activities to have at the event.

A discussion was held regarding the pamphlet to be used. Mr. Buck recommended that the topic of sustainability be addressed in the pamphlet, as well as, the city logo be added. Ms. Mathews stated that all drafts must be submitted at least 30 days prior to the event for staff approval.

Vice-Chairwoman Wright recommended that this topic be finalized at the next regularly scheduled meeting.

Motion: Vice-Chairwoman Wright moved that the Annual Arbor Day tree planting ceremony be held on April 30, 2016 at the YMCA, subject to approval and to participate in the First Friday event May 6, 2016 subject to approval and to hand out seedlings at both events, seconded by Mr. Wolber. Motion approved by an 8-0 vote.

ITEM 5. ARBORIST REPORT

Mr. Richmond reviewed the provided monthly summary. Mr. Richmond stated that 484 street trees were pruned. The Commission members were made aware that an outside contractor was utilized to assist in the pruning.

Mr. Richmond provided information regarding the reopening of the Hidden Valley Golf Course.

Mr. Richmond stated that the City of Delaware was awarded the Tree City U.S.A. Award, which will be presented April 21, 2016. Mr. Richmond requested that Commission members confirm their attendance to the event. Vice-Chairwoman Wright and Ms. Brewster informed Mr. Richmond of their intent to attend the event.

Mr. Richmond provided information regarding the need for volunteers for removal of invasive species along Cherry Street on March 31, 2016.

ITEM 6. STAFF COMMENTS

ITEM 7. MEMBER COMMENTS

Vice-Chairwoman Wright reviewed the Annual Report draft to members, and requested any input or suggestions from members.

Mr. Wolber discussed the past role of the Commission to provide a Beautification Award and felt that further discussion should be held to determine if to officially discontinue the award or to resume the presentation of the award.

ITEM 8. PLAN REVIEWS

A. Belmont Place-Sections 2 & 3 (Informational Only)

ITEM 9. ADJOURNMENT

Motion: Mr. Wolber moved to adjourn the meeting, seconded by Mr. Carey. The Shade Tree Commission meeting adjourned at 7:58 p.m.



Chairman Olen



Clerk

**AIRPORT COMMISSION
MOTION SUMMARY
April 21, 2016**

ITEM 1. Roll Call

Vice-Chairwoman McIntire called the Airport Commission meeting to order at 7:03 p.m.

Members Present: Charlton Amidon, Walt Gaub, Councilmember Kyle Rohrer, Vice-Chairwoman Janie McIntire

Members Absent: John Lewis, Greg Mellon, Jan Simonis

Staff Present: Joe Bullis, Public Works Superintendent, Kevin Piatt, Airport Operations Supervisor, and Linda Mathews, Customer Service Liaison

ITEM 2. MOTION TO EXCUSE

Motion to Excuse: Councilman Rohrer moved to excuse Mr. Lewis, Mr. Mellon, and Ms. Simonis, seconded by Mr. Gaub. Motion approved by a 4-0 vote.

ITEM 3. APPROVAL of the Motion Summary for the meeting Airport Commission meeting held January 21, 2016, as recorded and transcribed.

Motion: Mr. Gaub moved to approve the Motion Summary of the meeting of the Airport Commission held January 21, 2016, as recorded and transcribed, seconded by Councilman Rohrer. Motion approved by a 4-0 vote.

ITEM 4. INTRODUCTION of New City Council Representative

Mr. Rohrer was introduced.

ITEM 5. INTRODUCTION of New Commission Member

Mr. Amidon was introduced as the newest member

ITEM 6. ELECTION of Chairperson and Vice-Chairperson

Motion: Mr. Gaub moved to table the election of Chairperson and Vice-Chairperson, seconded by Councilman Rohrer. Motion approved by a 4-0 vote.

ITEM 7. PUBLIC COMMENTS

increases are used for upkeep and maintenance and not for rent.

ITEM 8. AIRPORT OPERATIONS SUPERVISOR and STAFF COMMENTS

Mr. Bullis provided an update regarding an incident with an extended crane at Advanced Auto. Mr. Bullis informed the Commission that the crane was brought down and that necessary procedures were reviewed to operate the crane.

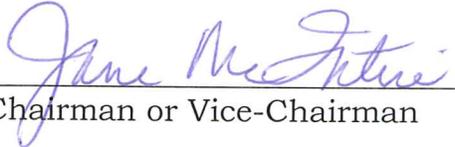
Mr. Piatt provided an update on the use of the snow broom equipment during inclement weather.

ITEM 9. MEMBER COMMENTS

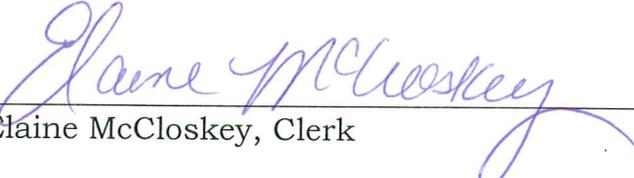
Mr. Gaub informed the Commission that he planned to schedule a meeting with Mr. Piatt to inspect the city owned T-Hangars.

ITEM 10. ADJOURNMENT

Motion: Mr. Lewis moved to adjourn the meeting. The Airport Commission Meeting adjourned at 7:38 p.m.



Chairman or Vice-Chairman



Elaine McCloskey, Clerk

**PLANNING COMMISSION
MOTION SUMMARY
April 6, 2016**

ITEM 1. Roll Call

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

Members Present: Robert Badger, George Mantzoros, Jim Halter, Dean Prall, Vice-Chairman Stacy Simpson, and Chairwoman Lisa Keller

Members Absent: Colleen Tucker-Buck

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

Motion: Mr. Prall moved to excuse Ms. Tucker-Buck, seconded by Mr. Badger. Motion approved by a 6-0 vote.

ITEM 2. Approval of the Motion Summary of the Planning Commission meeting held on March 2, 2016, as recorded and transcribed.

Motion: Mr. Halter moved to approve the Motion Summary for the March 2, 2016 meeting, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

ITEM 3. REGULAR BUSINESS

A. 2016-0697: A request by the City of Delaware for approval of Amendments to Chapter 1151.02 (Nonconforming Buildings or Structures) and 1151.03 (Nonconforming Use of Buildings and Land) of the Planning and Zoning Code to revise regulations related to nonconforming use of buildings, structures and land.

Anticipated Process

a. Staff Presentation

Mr. Schultz presented and reviewed the current code.

b. Applicant Presentation

c. Public comment (public hearing)

PUBLIC COMMENT:

Gloria Wright
20 Lewis Street
Delaware, Ohio

d. Commission Action

Motion: Vice-Chairman Simpson moved to approve 2016-0697, along with all staff recommendations and conditions, seconded by Mr. Badger. Motion approved by a 6-0 vote.

- B. 2016-0631: A request by Sawmill Delaware Investments LLC for approval of a Rezoning Amendment to the existing M-1 PMU (Light Manufacturing Planned Mixed Use Overlay District) at 2663 Airport Road (parcel #419-220-02-003-000) on approximately 47.558 acres.

Anticipated Process

- a. Staff Presentation

Mr. Efland provided a presentation that included photographs of the site and zoning map.

- b. Applicant Presentation

APPLICANT:

Amy Biondi-Huffman
8400 Industrial Parkway
Plain City, Ohio

- c. Public comment (public hearing)

There was no public comment.

- d. Commission Action

Motion: Mr. Prall moved to approve 2016-0631, along with all staff recommendations and conditions, seconded by Mr. Halter. Motion approved by a 6-0 vote.

- C. 2016-0518: A request by Shorty's Casual Cuisine for approval of a Conditional Use Permit to construct a temporary outdoor patio at 554 West Central Avenue on approximately 1.1 acres on property zoned B-3 (Community Business District).

Anticipated Process

- a. Staff Presentation

Mr. Schultz reviewed the applicants request for a temporary outdoor patio. Mr. Schultz indicated that there are no changes to the access to the site. Mr. Schultz reviewed the proposed site plan, and informed the Commission that the applicant was agreeable to no outdoor patio music and limiting the hours of operation.

- b. Applicant Presentation

APPLICANT:

John Cordas
554 Central Avenue
Delaware, Ohio

Thom Ibinson
554 Central Avenue
Delaware, Ohio

Mr. Cordas agreed to reduce the patio area to 18 by 22 feet.

c. Public comment (public hearing)

There was no public comment.

d. Commission Action

Motion: Vice-Chairman Simpson moved to approve 2016-0518, along with all staff recommendations and conditions, seconded by Mr. Badger. Motion approved by a 6-0 vote.

D. Belmont Place

- (1) 2016-0488: A request by Glen Road Capital LLC. for approval of a Final Subdivision Plat for Belmont Place Section 2 consisting of 25 single family lots on 6 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Brets Lane, Ensigns Lane and McNamara Loop.
- (2) 2016-0492: A request by Glen Road Capital LLC. for approval of a Final Subdivision Plat for Belmont Place Section 3 consisting of 24 single family lots on 7.271 acres zoned R-2 PMU (One-Family Residential District with a Planned Mixed Use Overlay District) located on Brets Lane, Ensigns Lane and McNamara Loop.

Anticipated Process

a. Staff Presentation

Mr. Schultz reviewed the approved Preliminary Development Plan and Plat and reviewed the design of houses and lot sizes. Information was provided on open space and park area.

b. Applicant Presentation

APPLICANT:

Kevin McColley
6689 Dublin Center Drive

Dublin Ohio

- c. Public comment (not a public hearing)

There was no public comment.

- d. Commission Action

Motion: Mr. Prall moved to approve 2016-0488, along with all staff recommendations and conditions, seconded by Mr. Badger. Motion approved by a 6-0 vote.

Motion: Mr. Prall moved to approve 2016-0492, along with all staff recommendations and conditions, seconded by Mr. Badger. Motion approved by a 6-0 vote.

- E. 2016-0503: A request by Fed One Dublin LLC for approval of a Combined Preliminary and Final Development Plan for an approximate 40,000 square foot addition to Midwest Acoust-A-Fiber on approximately 14.70 acres zoned M-2 (General Manufacturing District) located at 759 Pittsburgh Drive.

Anticipated Process

- a. Staff Presentation

Mr. Schultz reviewed the proposed site plan, building elevations, and landscape plan.

- b. Applicant Presentation

APPLICANT:

Amy Biondi Huffman
8400 Industrial Parkway Place
Plain City, Ohio

Patrick Bye
5161 York County Road
Columbus, Ohio

A discussion was held on installing a barrier at London Road curb cut to allow for emergency equipment access only.

- c. Public comment (not a public hearing)

There was no public comment.

d. Commission Action

Motion: Vice-Chairman Simpson moved to approve 2016-0503, along with all staff recommendations and conditions, seconded by Mr. Mantzoros. Motion approved by a 6-0 vote.

Chairwoman Keller requested a break at 7:54 p.m. Chairwoman Keller reconvened the meeting at 8:00 p.m.

F. 2016-0517: A request by Speedway LLC for approval of a Final Development Plan for an approximate 4,608 square foot Speedway Gas Station and Convenience Store on approximately 12.912 acres located on the northwest corner of US 23 North and Hills Miller Road on property zoned B-4 (General Business District).

--NOTE: Speedway Case will not start before 7:45 pm--

Anticipated Process

a. Staff Presentation

Mr. Efland provided a presentation that included the location and zoning map and aerial photographs. Mr. Efland reviewed the proposed site plan, open space, permanent conservation easement, pedestrian connectivity, and the bike path along the back access road. Mr. Efland also reviewed the proposed building elevations and tree replacement plan.

Mr. Efland read into the record an email from Bruce Gill that was received April 6, 2016 at 3:47 p.m. Mr. Gill voiced his concern over the concrete roadways and the effects to the road from truck traffic.

Mr. Efland reviewed the revised recommendations and staff conditions.

b. Applicant Presentation

APPLICANT:

Bryan Witt
5500 Speedway Dr.
Enon, Ohio

Christopher Warshaw
395 Springside Dr
Akron, Ohio

A discussion was held on the right-of-way design and Staff Recommendation 3.

Mr. Halter discussed Staff Recommendation 20, and recommended that outside merchandise sales should be limited. Mr. Witt recommended that a space be designated area for outside merchandise and have the area shielded from the public right-a-way. Mr. Efland recommended a corral on the north side of the building with a brick screen wall for the ice machine, propane tanks, and seasonal merchandise. The applicants voiced their agreement to the condition.

Chairwoman Keller voiced her concern regarding Staff Recommendation 22 limited parking to no longer than one hour, which could allow individuals to park for this amount of time. Mr. Warshaw discussed plan to have parking signage to state no overnight parking and discussed the proposed locations of the signage.

c. Public comment (not a public hearing)

PUBLIC COMMENT:

Dr. John McGrail
268 Silven Drive
Delaware, Ohio

Mr. McGrail discussed the current tree clearing procedure and no gravel was laid down to protect the road from heavy equipment. Mr. McGrail also requested area of the future plans of the conservation area and the access road that crosses in the middle of the wetlands. Mr. Efland discussed potential extension of access drive.

Jonethan Sepelak
246 Tudor Drive
Delaware, Ohio

Mr. Sepelak questioned the connection of the bike trail and the sidewalks. Mr. Sepelak voiced a concern on the trucks making turn on U.S. 23 to Hills-Miller. Mr. Sepelak voiced a question if Speedway could purchase the property next to the site to allow for overnight parking. Mr. Sepelak requested what the punishment would be if Speedway does not police large vehicles sitting overnight.

Chairwoman Keller addressed Mr. Sepelak concern regarding the practice to have bike trails and sidewalks to allow for future connectivity. Mr. Efland provided information on the adopted Bike Path Plan.

Mr. Weber addressed the concern regarding trucks to make the turn on Hills-Miller. Mr. Weber informed the Commission and the public that staff is working with the developer.

Mr. Efland described the code enforcement process and that Delaware Police

will be able to be contacted if needed.

Chairwoman Keller addressed the concern regarding Speedway to buy the property next to the site plan, and stated that would be between the property owner and the township.

Ms. Stachler addressed the stages of the tree clearing process.

d. Commission Action

Motion: Mr. Halter moved to approve 2016-0517, along with the revised 4/6/2016 staff recommendations and conditions, and add to condition 20 to state that “the outdoor merchandise (ice box, propane tanks, etc) shall be located on the north side of the building including improvement of 2 to 3 foot wall utilizing like materials of the building”. Mr. Prall recommended that an amendment to condition 20. Mr. Halter withdrew the motion.

Motion: Mr. Halter moved to approve the April 6, 2016 revised staff conditions and to change condition 20. A discussion was held on the need for a revision. Mr. Halter withdrew the motion.

Mr. Witt discussed the use of the ice machine and propane tanks to be placed in the front. Mr. Efland reviewed the recommended condition to have items placed on the north side of the building. No objections were raised by the Applicant.

Motion: Mr. Halter moved to approve 2016-0517 along with the 4/6/2016 revised staff recommendations and conditions and revision to condition 20 to read “the outdoor merchandise (ice box, propane tanks, etc) shall be located on the north side of the building with a 2 to 3 foot high wall that matches the building to screen the subject merchandise, seconded by Mr. Badger. Motion approved by a 6-0 vote.

ITEM 4. PLANNING DIRECTOR’S REPORT

ITEM 5. COMMISSION MEMBER COMMENTS AND DISCUSSION

Mr. Efland provided information to Mr. Mantzoros regarding the reviewed and approved plans by the Historic Preservation Commission to the former West End Grill property.

Mr. Badger discussed the improvements to Garage 26.

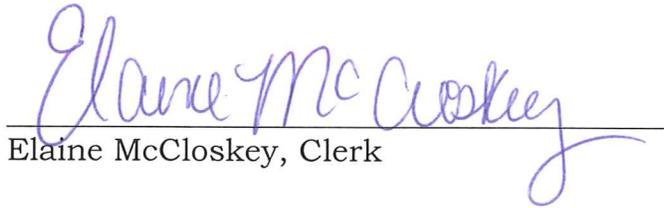
ITEM 6. NEXT REGULAR MEETING: May 4, 2016

ITEM 7. - ADJOURNMENT:

Motion: Chairwoman Keller moved for the April 6, 2016 Planning Commission meeting to adjourn. The meeting adjourned at 9:10 p.m.



Lisa Keller, Chairwoman



Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM G DATE: 5/9/16
ORDINANCE NO: RESOLUTION NO: 16-18
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 CITY MANAGER TO PARTICIPATE IN THE COOPERATIVE PURCHASE OF ROAD SALT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATIONS WINTER SALT PURCHASE CONTRACT (018-17).

BACKGROUND

The City must participate in a cooperative purchasing agreement in order to obtain road salt for winter snow and ice management operations within the city. It is in the best interest of the City to participate in the Ohio Department of Transportation's statewide road salt purchasing cooperative program whereby an adequate supply of road salt at competitive pricing will be available to the city. The winter contract with ODOT guarantees availability of up to 110% of the estimated road salt required in time for the 2016/2017 winter season. The city will be requesting an estimated 1000 tons of road salt to replenish the material used during the 2015/2016 winter maintenance snow and ice management program.

REASON WHY LEGISLATION IS NEEDED:

Required per ODOT for participation in road salt purchase program

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

Purchase of up to 1000 tons at an estimated cost of \$75,000 (\$75/ton) is within the established 2016 operations budget.

POLICY CHANGES:

None

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

None

RESOLUTION NO. 16-18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE COOPERATIVE PURCHASE OF ROAD SALT THROUGH THE OHIO DEPARTMENT OF TRANSPORTATIONS WINTER SALT PURCHASE CONTRACT (018-17).

WHEREAS, the City of Delaware is responsible for operating and maintaining public highways within the corporate limits of the City, and

WHEREAS, the Ohio Department of Transportation invites all local governments and political subdivisions to partner with ODOT for the cooperative purchase of road salt through the Winter Contract (018-17), and

WHEREAS, being a member of the State Cooperative Purchasing Program, the City of Delaware is eligible to participate in the ODOT program, and

WHEREAS, participation in the cooperative bidding and purchasing with ODOT will most likely ensure the best possible price and a reliable source of availability for road salt for the 2016-2017 winter seasons.

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

SECTION 1. That the City Manager is hereby granted authority to participate in the Ohio Department of Transportation Winter contract for road salt.

SECTION 2. That the City Manager is hereby authorized to agree to and be bound by all terms and conditions as the Director of Transportation prescribes.

SECTION 3. That the City Manager is hereby authorized to agree to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of Delaware participates, for items it receives pursuant to the contract.

SECTION 4. That the City of Delaware agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of Delaware agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of Delaware may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.



Delaware Police Department Liquor Permit Report

DPD Report Number L-16-05		Investigating Officer Det. Sgt. Mike Bolen #16	
Applicant (Primary Shareholder) Larry Prince, Post Commander		Company Name (LLC) AMVETS Post 102	
Common Name AMVETS Post 102		Address 485 Park Ave. Delaware, Ohio 43015	
Applicant Phone Number 740-815-5494		Applicant E-Mail Address: True.story77@hotmail.com	
<input checked="" type="checkbox"/> Existing Business <input type="checkbox"/> New Business (Supplement Attached)	Type of Business Veterans Club	Notification Type:	Date of Report 4/27/16
Permit Type <input type="checkbox"/> C1/C2X Beer only in original sealed container for carry out only. <input type="checkbox"/> C2 Wine and mixed beverages in sealed containers for carry out. <input type="checkbox"/> D1/D2X Beer only for on premises consumption or in sealed containers for carry out. <input type="checkbox"/> D2 Wine and mixed beverages for on premises consumption or in sealed containers for carryout. <input type="checkbox"/> D4 Beer and any intoxicating liquor to members only, for on premises consumption only until 1:00am. <input checked="" type="checkbox"/> D5 Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until 2:30am. <input type="checkbox"/> Other			

Location Information

Churches, Libraries and or schools within 500 feet <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	School, church or library objection <input type="checkbox"/> Yes (Supplement Attached) <input checked="" type="checkbox"/> No Note: Objections are only permitted for <i>new permits</i> .
Police Calls for Service in past 12 months: 10	Number of Police Reports in past 12 months: 0
Calls for Service <i>excluding calls not related to the business</i> in past 12 months: 14	Location is excessive drain on Police Resources: <input type="checkbox"/> Yes (Supplement Attached) <input checked="" type="checkbox"/> No
Nuisance Abatement Pending <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Accessible by Law Enforcement <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Site compliance checked by Dept. of Commerce 4/21/16 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Private Club (Restricted Access Door) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Applicant Information

Records Checked <input checked="" type="checkbox"/> Ohio Law Enforcement Gateway <input checked="" type="checkbox"/> Delaware Police Department Database	Applicant has an active warrant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Record located for Liquor Law Violation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Local Record on file <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Problem History with DPD <input type="checkbox"/> Yes (Supplement Attached) <input checked="" type="checkbox"/> No	Criminal History Checked by Dept. of Commerce <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Contact made with Applicant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Determination on Objection

<input checked="" type="checkbox"/> The Delaware Police Department does not find a legislative basis for requesting a hearing to object to the issuance of a liquor permit for this business.

<input type="checkbox"/> The Delaware Police Department recommends requesting a hearing into the issuance of a liquor permit for this business, due to one or more of the following criteria for objection as set forth by the Ohio Revised Code. <ul style="list-style-type: none"> <input type="checkbox"/> Site does not conform to local building, safety and health codes (excluding zoning). <input type="checkbox"/> Law enforcement or state agents do not have ready access to the premises where alcoholic beverages are being served. <input type="checkbox"/> Physical location causes a public nuisance. <input type="checkbox"/> Site has been officially classified as a nuisance according to State Law. <input type="checkbox"/> Conviction of a crime by the applicant that relates to operating a liquor establishment. <input type="checkbox"/> Past improper operation of a location with a liquor permit. <input type="checkbox"/> Misrepresentation of material fact on the application. <input type="checkbox"/> Addiction of the applicant to alcohol or narcotics. <input type="checkbox"/> Formal objection by specific types of other locations to which the site is in certain proximity. <input type="checkbox"/> Conviction of the applicant of food stamp or WIC fraud. (Supplement Attached)



**Delaware Police Department
Liquor Permit Report**

Supplement

Supplement Type

- New Business Description
- Police Department Objection
- Community Objection
- Other :

On 4/26/16, I contacted the AMVETS Post 102 Commander, Larry Prince to speak with him about the new D5 Permit request. Larry explained the AMVETS 102 was absorbing a local American Legion club as well as planning to rent the location out for receptions and private parties. In order to do this, the AMVETS had to apply for a D5 public sales permit. When asked, Larry explained how the club will still have the entrance/exit points locked and members will be able to swipe their membership cards to gain entry. Larry said that they do not want customers from the general public who are not members to enter. I expressed my concern with their intentions due to the type of permit they are requesting is for public sales. Larry wanted clarification on this, so I contacted Chief Gary Jones of Ohio Investigative Services Liquor Control Division. When asked if whether the AMVETS102 could still operate as a private club with restricted membership access under a D5 permit, Chief Jones said Ohio law does not prohibit operating as a private membership club with a D5 permit. Chief Jones explained this is actually becoming more common due to military club organizations losing members. He compared it to a private golf club that is members only with D5 permits.

D.A. Sgt. [Signature] #16

4-27-16

Investigating Officer Signature

Date

[Signature] #5

Supervisor Signature

Date

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

018025301021 PERMIT NUMBER		N TYPE	AMVETS POST0102 485 PARK AV & PATIO DELAWARE OHIO 43015	
ISSUE DATE				
03 27 2015 FILING DATE				
D5 PERMIT CLASSES				
21 TAX DISTRICT	022	B	A76861 RECEIPT NO.	

FROM 04/22/2016

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT			RECEIPT NO.	



MAILED 04/22/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/23/2016

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B N 0180253-01021

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF DELAWARE CITY COUNCIL
1 SOUTH SANDUSKY ST
DELAWARE OHIO 43015

018025301021 PERMIT NBR
AMVETS POST0102
485 PARK AV & PATIO
DELAWARE OHIO 43015

LARRY PRINCE

03/30/2015 ACTIVE

PA2-KEY = END SESSION, CLEAR-KEY = END OPTION, ENTER-KEY = TO CONTINUE

9. PRESENTATION

A. Advanced Metering Infrastructure (AMI) Update, Brad Stanton,
Public Utilities Director

This item concerns an update on implementation of the AMI system. As I reported to Council back in December as part of my bi-weekly report, the AMI Interdepartmental Working Group recommended the Mueller AMI system. Since that recommendation was made, contract negotiations have been completed and the next step is contract execution. However, I indicated to Council in December, before I executed the contract documents, I wanted to provide Council with a presentation on how the project implementation will work, who the project team will be and what the city's water customer can expect over the next 12-18 months. That's what Monday's presentation will cover.

In addition to what I included in December, (Whited and Stanton memos) I've enclosed an AMI Summary, which is a chronology of Committee briefings that have occurred since last year.

R Thomas Homan

From: Dan Whited
Sent: Thursday, October 22, 2015 3:30 PM
To: R Thomas Homan
Cc: Brad Stanton; Dean Stelzer; Kim Johnson; Scott Stowers; Steven Hannahs; Perry Mickley; Lee Yoakum; Rob Alger; Darren Shulman; Jackie Walker
Subject: Delaware AMR/AMI Working Group - Vendor Recommendation
Attachments: Consultant recommendation.pdf

Tom,

In July of this year, an interdepartmental working group was formed by you to formalize the approach being taken toward the City's AMR/AMI vendor selection and project implementation. You asked that I chair the group (named Delaware AMR/AMI Working Group).

In August, working with our consulting firm CH2m, and the working group, Public Utilities staff prepared and distributed a "Request for Proposal for Meter Automation".

Sensus, Badger, Neptune, Mueller, Itron, Aclara, Zenner, and Honeywell all responded to the Request For Proposal. Based on the responses received, the working group and CH2m agreed to shortlist Sensus, Badger, Mueller, and Zenner, and asked these shortlisted vendors to present their software solutions, answer specific questions about their technical proposals, and provide price quotes.

On behalf of the Delaware AMR/AMI Working Group, I am pleased to provide the attached AMI Vendor Selection Results (recommendation) memo from CH2m that summarizes the results of the shortlist interviews. The working group members (copied on this message) unanimously concur with CH2m's recommendation to begin contract negotiations with Mueller Systems for implementation of an Advanced Metering Infrastructure for the City of Delaware's water system.

We intend to begin negotiations with Mueller. We have also asked representatives from CH2m to provide a short presentation to the Public Utilities/Public Utilities Commission on Tuesday, November 3rd to outline the process that resulted in this recommendation, and review the next steps to complete vendor selection and project implementation.

Please let me know if there are any questions,

Dan

Daniel W. Whited, P.E.
Public Service Director

City of Delaware
1 S. Sandusky St.
Delaware, OH 43015
740-203-1013 – Phone
614-419-1713 – Mobile

dwhited@delawareohio.net

CONSULTANT RECOMMENDATION



CLIENT: Brad Stanton, Public Utilities Director
City of Delaware, Ohio

PROJECT: Meter Automation Project

SUBJECT: AMI Vendor Selection Results

PREPARED BY: Jaason Englesmith

DATE: October 14, 2015

Dear Brad:

In accordance with our Professional Services Agreement for the Meter Automation Project, CH2M has reviewed the technical proposals submitted on behalf of Sensus, Badger, Neptune, Mueller, Itron, Aclara, Zenner, and Honeywell in reference to the RFP for Meter Automation. After discussions with City staff, it was agreed to shortlist Sensus, Badger, Mueller, and Zenner to present their software solutions, answer specific questions about their technical proposals, and provide price quotes.

CH2M observed the vendor presentations and interviews as a technical advisor and participated by asking clarifying questions related to technical proposals and presentations. CH2M also reviewed the cost proposals to ensure consistency across the panel of vendors and to develop net present value (NPV) lifecycle costs that included both the initial upfront capital cost along with recurring maintenance and licensing fees over a 20 year period.

Finally, CH2M met with members of the City's selection committee and facilitated a scoring process based on the evaluation criteria identified in the RFP. The selection committee developed weights for each of the evaluation criteria, scored each of the four shortlisted vendors against the evaluation criteria, and agreed upon the scales that were used to calculate the relative scores for each of the cost proposals.

As a result of the above assessment, it was determined that:

- Initial capital costs for all proposed systems ranged between \$1.6 - \$1.9 million
- Sensus and Mueller provided the best technical solutions for the City's current and future functional requirements.
- Sensus scored higher on "Ease of O&M" because the FlexNet system only requires two collectors in the field. The Mueller Mi.Net solution requires 28 repeaters and 8 collectors.
- Mueller provided the lowest lifecycle cost alternative by nearly 20% against Zenner (the next lowest cost) and nearly 40% against Sensus (the closest technical solution).
- The ongoing licensing fees for the Sensus web portal appear to be quite costly and could be negotiated down or eliminated from the contract if the City is interested in moving forward with Sensus. Removing the web portal would still result in a cost that is approximately 15% higher than Mueller, and a 3rd party web portal would need to be procured and added to the project cost.

The following chart summarizes the results of the selection committee’s scoring process:

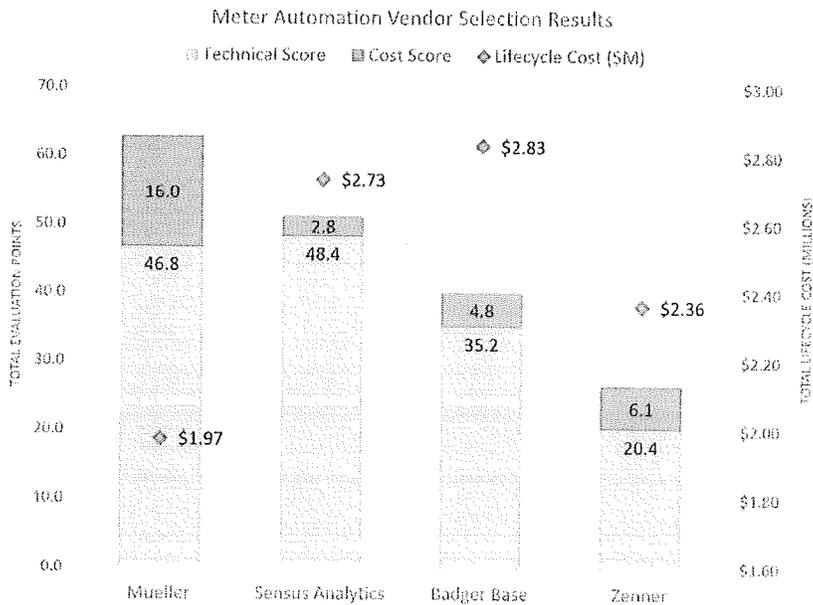


Figure 1: Meter Automation Vendor Selection Results based on Evaluation Criteria

As illustrated in Figure 1, Mueller’s total evaluation score is the highest among the four short-listed vendors. Mueller’s total score benefited (16 points) from their substantial lower cost compared to the other three vendors. It should be noted that Sensus’ technical score is slightly higher than Mueller, most significantly because of “Ease of O&M”, however Sensus provided a price quote that was considerably higher than Mueller, for both the initial capital cost and the ongoing maintenance and licensing fees.

Based on the above results, my extensive experience and understanding of the current AMI industry, and my team’s specific experience with Mueller and Sensus, I am confident in recommending both systems as viable solutions for the City of Delaware’s Meter Automation Project. In addition, I would suggest that the Mueller Mi.Net system may ultimately provide better value for money.

Sincerely,

Jaason Englesmith
 CH2M, Vice President
 Head of Meter Automation

Copy to: Josh Braman/CHC, Gary Long/COL



MEMORANDUM

TO: R. Thomas Homan, City Manager
FROM: Brad Stanton, Public Utilities Director
DATE: 05/05/2016
RE: AMI Summary

Below is a summary of the meeting discussions with the Public Works/Public Utilities Committee regarding the implementation of the Advanced Metering Infrastructure (AMI) system.

January 6, 2015 – Representatives from the City of Marysville presented information regarding Marysville's experience with the implementation of an AMI system. They answered questions from the committee about all aspects of their AMI system.

AMI experts from the engineering firm CH2M Hill discussed AMI overall system features and the differences in systems depending on the various AMI vendors with a power point presentation. The discussion also included time for staff from Marysville and CH2M Hill to answer questions from the committee.

March 3, 2015 – The committee was provided a summary of the information presented at the January committee meeting regarding AMI systems. Utilities staff discussed the RFP that was sent to engineering firms for assistance with AMI vendor review, selection and contract negotiations. The RFP included the following criteria that the engineering firm will be required to provide to the City:

- Detailed refinement of previously gathered information for estimated cost savings, appropriate AMI system types, optimal vendor companies, public information assistance, review of AMI system types and installation requirements, vendor contract procurement and AMI project implementation.

May 5, 2015 – Staff updated the committee on the status of the RFP for AMI engineering assistance.

July 7, 2015 – Utilities staff informed the committee that CH2M Hill had been selected to provide the City with engineering oversight for the procurement of an AMI system for the City and the development of an AMI functional assessment report detailing the requirements of an AMI system. A City AMI committee had been formed that will meet to review information provided to the City by CH2M Hill.

September 1, 2015 – Staff provided the committee with a copy of the AMI Functional Assessment prepared by CH2M Hill. The report identified key priorities for the City in the selection of an AMI vendor. The committee was informed that AMI vendor request-for-proposals were prepared by CH2M Hill and proposals are due to the City by September 17, 2015 with vendor presentations scheduled for the week of September 28, 2015.

January 5, 2016 – Staff discussed the recommendation of Everett J. Prescott/Mueller Systems to provide the design and equipment installation of an AMI system for the City. Staffs provided details regarding the customer's AMI web portal for residents to access and monitor their individual water usage.



March 1, 2016 - Staff updated the committee on the status of the AMI contract negotiations with EJP/Mueller. Indicated we hope to have the contract approved in April and start the implementation of the project in May. Informed the committee that information regarding the City's AMI system and how it would be implemented will be sent to residents approximately 30 days prior to installation. The results of the AMI propagation study was reviewed with the committee.



MEMORANDUM

TO: R. Thomas Homan, City Manager
FROM: Brad Stanton, Public Utilities Director
DATE: 12/04/2015
RE: AMI Project Update

The City's AMI selection Committee and CH2M Hill provided a recommendation to enter into contract negotiations with Everett J. Prescott/Mueller Systems on October 14, 2015. Contract negotiations are scheduled to take place on December 8th and 9th, 2015 at the City's wastewater treatment plant.

Prior to the contract negotiations, Delaware City staff met with Maumee, Ohio Utility staff on December 4th, 2015 to discuss the implementation of the Mueller AMI system in Maumee.

The following staff attended the meeting with Maumee.

Brad Stanton
Dan Whited
Perry Mickley
Lee Yoakum
Kim Johnson
Ron Ambrose

The City of Maumee implemented their Mueller AMI system in 2013. The following are the highlights from the meeting.

- 6,400 customers.
- 99.9% successful read rate.
- Installed approximately 150 remote shutoff valves.
- Contractor (Keystone) installed the AMI system in approximately 9 months.
- No opt out clause for customers. Customers who initially declined the AMI meter were charged \$50 per month for the City to read the meter until the AMI unit was installed.
- Unlike Delaware's meters, all meters in Maumee are inside the customer's homes or businesses.
- Maumee's utility billing system is a CMI software system that integrated with the Mueller AMI software. Delaware's billing system is also a CMI software system.
- The City of Maumee provided customers with information regarding the AMI implementation process several months ahead of the AMI installation.
- Maumee's customers are provided the ability to access a customer portal via the City's website to view their individual water usage and set-up water consumption alerts. Delaware's AMI system will have a customer portal for each customer.
- Overall, the City of Maumee is very pleased with their Mueller AMI system and the improved customer service that the system provides for the City and its customers.



FACT SHEET

AGENDA ITEM NO: 10

DATE: 5/9/16

ORDINANCE NO: 16-33

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATION AGREEMENT WITH DELAWARE COUNTY FOR THE RESURFACING OF WARRENSBURG ROAD.

BACKGROUND:

The Delaware County Engineers Office (DCEO) has finalized their 2016 resurfacing list which now includes Warrensburg Road from State Route 37 to State Route 257. This road was moved up on their overall resurfacing list because the road is deteriorating faster than anticipated. The scope of work consists of applying a stress absorbing membrane interlayer (SAMI) topped with a new wearing course of asphalt. The project will also provide new vehicle detection for the Warrensburg leg of the traffic signal at SR 37 in the form of a camera.

REASON WHY LEGISLATION IS NEEDED:

Based on the Final Engineer's Estimate prepared by DCEO, 9% of the total construction cost is attributable to items within the corporate limits of the City of Delaware. In order for the City Manager to agree to participate in the project, this legislation is needed. Warrensburg Road is a collector roadway currently in "C" condition but is rapidly approaching "D" condition. Partnering with DCEO to resurface the road at this time is the most cost effective way to address the falling pavement condition.

COMMITTEE RECOMMENDATION:

The Public Works/Public Utilities Committee will be given an update on the City's resurfacing efforts for 2016 in their July meeting.

FISCAL IMPACT(S):

The DCEO has estimated the City's share for the project will be \$44,648. This amount has been factored into the Public Works 2016 resurfacing budget.

POLICY CHANGES:

N/A

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

Draft agreement

ORDINANCE NO. 16-33

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATION AGREEMENT WITH DELAWARE COUNTY FOR THE RESURFACING OF WARRENSBURG ROAD.

WHEREAS, the Delaware County Engineer is preparing to resurface Warrensburg Road from State Route 37 to State Route 257 in 2016, and

WHEREAS, the City of Delaware in cooperation with the Delaware County Commissioners and Delaware County Engineer seek to improve highway safety by replacing the top course of pavement along Warrensburg Road, and

WHEREAS, the Delaware County Engineer has estimated that the portion of Warrensburg Road within the corporate limits of the City of Delaware amounts to 25,000 square feet of pavement, and

WHEREAS, the estimated City contribution toward the resurfacing of that portion of Warrensburg Road is \$44,648 (Forty-Four Thousand Six-Hundred and Forty-Eight dollars), and

WHEREAS, the Delaware County Engineer's Office will be the lead agency for the project, signing all required agreements and contracts necessary to complete the work.

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

SECTION 1. The City Manager is hereby authorized to enter in to a Cooperative Agreement with Delaware County for the resurfacing of Warrensburg Road.

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 Ohio Revised Code.

VOTE ON RULE SUSPENSION:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2016

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

**COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF DELAWARE
AND
DELAWARE COUNTY
FOR RESURFACING OF WARRENSBURG RD**

This Agreement is made and entered into this _____ day of _____, _____ by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the City of Delaware, 1 S Sandusky St, Delaware, OH 43015 (the "City"), hereinafter referred to individually as "Party" or collectively as the "Parties".

1 AUTHORITY

- 1.1 Pursuant to section 9.482 of the Revised Code, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

2 PURPOSE

- 2.1 The City and County desire to make improvements to Warrensburg Rd, County Road Number 172, including resurfacing of the pavement from State Route 257 to State Route 37 (the "Project").
- 2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

3 NOTICES

- 3.1 Notices served under this Agreement shall be made in writing to the representatives of each party listed below:

3.1.1 County:

Robert Riley, PE, PS
Chief Deputy Engineer
50 Channing Street
Delaware, OH 43015
email: rriley@co.delaware.oh.us

3.1.2 City:

Matthew B. Weber, P.E.
Deputy City Engineer
440 East William Street
Delaware, Ohio 43015
email: mweber@delawareohio.net

4 MANAGEMENT OF PROJECT

- 4.1 The County, acting through the County Engineer will design, administer bidding and award of the construction contract and manage the construction of the Project, and shall coordinate the same with the Deputy City Engineer, allowing reasonable opportunity for the City to provide comments and approvals of plans, specifications, and estimates for the Project.

5 ESTIMATED COSTS

5.1 The estimated costs of the project are as follows:

- 5.1.1 Total Cost of Project: \$ \$503,013.36
- 5.1.2 County Share: \$ 458365.23
- 5.1.3 City Share: \$ \$44,648.13

5.2 The City and County acknowledge that the estimated costs are based on the County Engineer’s opinion of probable construction costs, and that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within the City and County jurisdictions as determined by County Engineer.

6 COST PARTICIPATION

6.1 The County shall pay all construction estimates due to the Contractor upon completion of the work, including partial estimates.

6.2 The City shall reimburse the County for all project costs relating to the construction of the Project situated within the City municipal corporation limits.

6.3 The County Engineer shall keep an accurate record of the project costs and submit an invoice to the City for the City’s share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs.

6.4 The City shall pay the invoice within 30 days of receipt of the invoice.

7 PERSONNEL

7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

8 EQUIPMENT AND FACILITIES

8.1 Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

9 RECORDS

9.1 The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

10 TERM

10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.

10.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

11 LEGAL CONTINGENCIES

- 11.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

12 INSURANCE AND LIABILITY

- 12.1 The Parties are both political subdivisions and lack authority to indemnify.
- 12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

13 MISCELLANEOUS TERMS & CONDITIONS

- 13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 13.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

DELAWARE COUNTY BOARD OF COMMISSIONERS

By: _____
Barb Lewis, President Date
Pursuant to Resolution No. 11-137
And Resolution No. _____

CITY OF DELAWARE

By: _____
R. Thomas Homan Date
City Manager

DELAWARE COUNTY ENGINEER

By: _____
Chris Bauserman, County Engineer Date

Approved as to form:

Carol Hamilton O'Brien
Delaware County Prosecuting Attorney



FACT SHEET

AGENDA ITEM NO: 11

DATE: 5/9/16

ORDINANCE NO: 16-34

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

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

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO UPGRADE CROSSWALKS, INSTALL PEDESTRIAN COUNT DOWN SIGNALS AS WELL AS RECTANGULAR RAPID FLASHING BEACONS (RRFB'S) AT VARIOUS LOCATIONS THROUGHOUT THE CITY.

BACKGROUND:

The Mid-Ohio Regional Planning Commission (MORPC) has invited the City of Delaware (via ODOT District 6) to participate in the second phase of their Systematic Safety Improvement Pilot Project, which targets pedestrian crashes. The goal of the project is to reduce the occurrence of fatal and serious injury crashes on the locally maintained roadway system through the installation of low-cost safety improvements (countermeasures). The adopted slogan for these types of projects is "TOWARDS ZERO DEATHS", and zerodeaths.ohio.gov contains more background information pertaining to these types of projects.

REASON WHY LEGISLATION IS NEEDED:

ODOT District 6 is administering the project on behalf of MORPC, and the State requires consent legislation be passed by the local government to allow for the project to occur within the corporate limits.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

The total project budget is \$1,000,000 to be divided up over 11 jurisdictions in Franklin, Delaware, and Fairfield counties. The initial amount allocated to the City of Delaware is \$58,840. A percentage of the \$1,000,000 has been set aside for project contingency.

POLICY CHANGES:

N/A

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

Informational sheets

ORDINANCE NO. 16-34

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO UPGRADE CROSSWALKS, INSTALL PEDESTRIAN COUNT DOWN SIGNALS AS WELL AS RECTANGULAR RAPID FLASHING BEACONS (RRFB'S) AT VARIOUS LOCATIONS THROUGHOUT THE CITY.

WHEREAS, the STATE and CITY have identified the need for the above described project:

WHEREAS, the City of Delaware, referred to as the Local Public Agency (LPA), desires the Director of Transportation to complete the project; and

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

SECTION 1. The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

SECTION 2. ODOT agrees to assume and bear the costs of preliminary engineering, right-of-way, and construction by administering Federal and State funds for the project;

SECTION 3. The City agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and Federal Highway Administration;

SECTION 4. The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION 5. Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law,

including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION 6. The City Manager of the City of Delaware is hereby empowered on behalf of the City of Delaware to enter into contracts with the Director of Transportation necessary to complete the described project.

SECTION 7. That the Clerk of Council will transmit to the Director of Transportation a fully executed copy of this Ordinance.

SECTION 8. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

VOTE ON RULE SUSPENSION:	YEAS___NAYS___
	ABSTAIN ___
PASSED: _____, 2016	YEAS___ NAYS___
	ABSTAIN ___
ATTEST: _____	_____
CITY CLERK	MAYOR

Jurisdiction	Contact	Email	Phone	Total Locations	Countdown Timer Treatments (#)	Crosswalk Treatments (#)	RRFB Treatments (#)	Cost: Ped. Signals (per Jurisdiction)	Cost: Markings and RRFB (per Jurisdiction)	Total Cost (per Jurisdiction)
Columbus	Tricia Fought	PRFought@columbus.gov	614.645.3972	39	35	1	3	\$ 153,900	\$ 37,700	\$ 191,600
Delaware City	Jessica Ommeroid	jommeroid@delawarecityohio.net	740.203.1724	9	9	6	0	\$ 31,580	\$ 27,260	\$ 58,840
Dublin	Eagan Foster	efoster@dublin.oh.us	614.410.4637	11	10	1	0	\$ 29,000	\$ 3,600	\$ 32,600
Gahanna	Robert Priestas	rpriestas@gahanna.gov	614.347.4055	4	0	1	4	\$ -	\$ 64,500	\$ 64,500
Grove City	Cindi Fitzpatrick	cfitzpatrick@grovecityohio.gov	614.277.1110	12	4	12	2	\$ -	\$ 70,422	\$ 70,422
Grove Port	Stephan Farst	SFarst@groveport.org	614.830.2067	7	4	6	3	\$ 16,200	\$ 70,390	\$ 86,590
Hilliard	Letty Schamp	lschamp@hilliardohio.gov	614.334.2456	7	3	5	0	\$ 10,400	\$ 22,400	\$ 32,800
Pickerington	Scott Tourville	STourville@pickerington.net	614.833.2221	6	1	5	0	\$ 6,800	\$ 22,080	\$ 28,880
Sunbury	Derek Kiss	DKiss@ctconsultants.com	614.779.0017	4	4	4	0	\$ 15,000	\$ 24,030	\$ 39,030
Upper Arlington	Jacelyn Thiel	jthiel@uaoh.net	614.583.5351	13	2	11	0	\$ 8,000	\$ 48,950	\$ 56,950
Worthington	Dan Whited	DWhited@dworthington.oh.us	614.431.2425	12	12	0	0	\$ 62,450	\$ -	\$ 62,450
				124	80	52	12	\$ 333,330	\$ 391,332	\$ 724,662
								Contingency (20%)		\$ 144,932
								Total		\$ 869,594

PLEASE REVIEW:

Jurisdictions should ensure the following items are correct and complete: 1) Project contact information for their jurisdiction, 2) The locations included are correct, and 3) all additional comments and special locations requests have been included.

Reminders:

- All locations included in this list will receive treatment at no direct cost to the local jurisdiction. Treatments will be funded through a combination of regional, state, and federal funds.

- Unless otherwise noted, locations receiving high-visibility crosswalk markings will receive continental style crosswalk marks. Existing markings will remain unless otherwise noted.

Notes:

Project locations tab includes only those locations that have been selected for inclusion in the project (i.e. all ineligible locations have been removed)

Location Name	Jurisdiction	Countdown timers	High-Visibility Crosswalks	RRFB	Extensive Work Flag	Jurisdiction Cost Ped. Signals	Jurisdiction Cost Markings and RRFB	Total Cost Jurisdiction
London Rd @ S Liberty St	Delaware City	X				\$ 5,200		\$ 5,200
W William St/US 36 @ Applegate Ln	Delaware City	X	X			\$ 4,000	7,200	\$ 16,400
London Rd @ S Sandusky St	Delaware City	X				\$ 4,000		\$ 20,400
N Franklin St @ W Central Ave / SR 37	Delaware City	X	X			\$ 1,400	4,200	\$ 26,000
N Sandusky @ Heffner St	Delaware City	X				\$ 5,200		\$ 31,200
N Sandusky St @ E Lincoln Ave	Delaware City	X	X			\$ 5,280	5,660	\$ 42,140
W Central Ave/SR 37 @ Grady Hospital Access	Delaware City	X	X			\$ 1,200	3,000	\$ 46,340
W William St/US 36 @ Curtis St	Delaware City	X	X			\$ 1,500	3,600	\$ 51,440
W William St/US 36 @ Lehner Woods Blvd/Spring	Delaware City	X	X			\$ 3,800	3,600	\$ 58,840



FACT SHEET

AGENDA ITEM NO: 12

DATE: 5/9/16

ORDINANCE NO: 16-38

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Mayor Carolyn Kay Riggle

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER.

BACKGROUND:

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

Increase included in the 2016 Budget

POLICY CHANGES:

N/A

PRESENTER(S):

Mayor Carolyn Kay Riggle

RECOMMENDATION:

ATTACHMENT(S)

Draft agreement

ORDINANCE NO. 16-38

AN ORDINANCE AMENDING THE EMPLOYMENT AGREEMENT WITH THE CITY MANAGER.

WHEREAS, the employment agreement with the City Manager provides that the compensation of the City Manager shall be reviewed, and

WHEREAS, the Council has reviewed the salary and benefits of the City Manager and has made the necessary changes to the employment agreement (attached).

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

SECTION 1. An employment agreement reflecting the agreed upon changes is authorized to be executed by the City Manager and the Mayor, representing City Council.

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

EMPLOYMENT AGREEMENT

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

1. Beginning with the date of employment, the City will compensated Mr. Homan as City Manager of Delaware and Mr. Homan will execute all the duties and responsibilities of City Manager set forth in the Delaware City Charter, Code of Ordinances and requirements of the City Council.
2. The Manager's salary will be at the hourly rate of ~~\$64.93~~ **\$66.22** effective February 2, 2015 **16**. This represents an increase of approximately ~~32~~**32**% over the 2014 **5** salary.
3. The Council and Mr. Homan will establish annual performance goals and objectives. Any pay increases during Mr. Homan's tenure with the City will be based upon performance evaluations. Evaluations are anticipated every six months following Mr. Homan's date of employment. One six-month evaluation may be primarily for discussion of the City Manager's past performance and performance planning, while the alternate evaluation may be concerned primarily with matters of compensation for the City Manager. The method of evaluation will be formulated by the Council and Mr. Homan and conducted by the Council.
4. Mr. Homan will serve as City Manager at the will of the City Council and nothing herein will be taken to suggest or imply guaranteed tenure.
5. In the event the City terminates the services of Mr. Homan or requests his resignation at any time without cause, the City will pay to Mr. Homan a lump sum severance payment equal to ninety (90) days base salary and benefits, payable not later than the next regular pay date. No such lump sum severance payment will be paid upon a termination for cause. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance benefits will be paid to Mr. Homan at the same time, calculated at the rate of pay or benefit in effect upon notice of termination. The Manager will provide the City not less than 30 days written notice of his intent to resign his position wholly voluntarily, whereupon the Manager understands that he will not receive the lump sum severance payment equal to ninety (90) days base salary and benefits described above. All accrued vacation, holiday, compensatory time, one-half the value of sick leave, other accrued benefits, retirement and group health insurance

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

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

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

14. The City will provide fully paid coverage for Mr. Homan of workers compensation and unemployment compensation insurance from his first date of employment.
15. The City will afford Mr. Homan paid funeral leave in the amounts provided for all other City employees generally, upon his attendance at the funeral or memorial observance of any member of his family in the first degree of sanguinity, and of his spouse and parents-in-law.
16. The City will provide Mr. Homan group life insurance from his date of employment in the amount of \$125,000 with double indemnity for accidental death or dismemberment.
17. The City will pay Mr. Homan the monthly amount of \$131.67 toward the premium expense for long term disability insurance.
18. The City will provide Mr. Homan paid holiday leave on the same annual schedule as that provided for other City employees generally.
19. The City will pay the expense of Mr. Homan's membership in ICMA and OCMA and for his attendance at national and state conferences, within an amount budgeted each year.
20. The City will anticipate a recommendation from Mr. Homan for inclusion in each annual budget amounts to be used at Mr. Homan's discretion for:
 - a. Educational courses, conferences and workshops directly related to Mr. Homan's work as City Manager, including expenses directly related to his attendance at such educational programs.
 - b. Membership dues and subscriptions for Mr. Homan's involvement in professional organizations that are directly in the interest of the City and Mr. Homan's performance on behalf of the City.
 - c. Routine business expenses of the City Manager directly related to his performance of official duties. The City Manager's membership in Rotary requires him to purchase lunches at meetings, and his salary has been increased (already reflected in wages) to reflect that expense.
21. Effective December 21, 2011, the City increased Mr. Homan's base salary by 7.3% to reflect the fact that the City no longer pays the City Manager's share of the PERS premium.

22. On the pay period that includes February 2, 201~~5~~**6**, the City will contribute the sum of 5.5% of the base salary earned from February 2, 2014 **5** to February 2, 201~~5~~**6**. On the pay period that includes February 2, 201~~6~~**7**, the City will contribute the sum of 5.5% of Mr. Homan's base salary earned during the prior year (February 2, 201~~5~~**6** to February 2, 201~~6~~**7**) to the ICMA-RC investment program. In the event the City Manager separates from service before the year is complete, this contribution will be prorated to reflect the period of employment of the City Manager and made upon separation.
23. The City will indemnify and hold harmless Mr. Homan from liability for any claims, demands or judgments arising out of an act or omission occurring in the lawful performance of his duties as City Manager. The City will pay the cost of any fidelity or other bonds required of Mr. Homan by the City Charter, City Ordinances or Ohio statutes.
24. All other provisions of City ordinances, regulations or rules relating to personnel matters of non-union employees of the City and terms of the Management Pay Plan, not contrary to the terms listed in this memorandum or to the City Charter, will also apply to Mr. Homan during his employment as City Manager.
25. Mr. Homan's initial date of employment is February 2, 1999.
26. Any portion of this memorandum in conflict with the City Charter or any State, or Federal law, will be considered null and void. The remaining provisions of this agreement will remain in full force and effect. The law of the State of Ohio will govern the interpretation of this agreement.
27. The City and Mr. Homan agree that this Agreement accurately reflects the terms of employment for the City Manager position offered by the City and accepted by Mr. Homan.
28. Unless otherwise stated, the terms of this Agreement shall be retroactive to February 2, 201~~5~~**6**.

The parties have evidenced their agreement by affixing their signatures below this _____ day of May, 201**6**.

Council of the City of Delaware, Ohio

City Manager

Carolyn Kay Riggle, Mayor

R. Thomas Homan

Approved as to form:

Darren Shulman
City Attorney



FACT SHEET

AGENDA ITEM NO: 13

DATE: 5/9/16

ORDINANCE NO:

RESOLUTION NO: 16-19

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Darren Shulman, City Attorney

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION ACCEPTING THE AWARD ON UNRESOLVED ISSUES PERTAINING TO THE SETTLEMENT OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL 606, AND THE CITY OF DELAWARE.

BACKGROUND:

Under the State's contract process, if the City and its safety forces (Police/Fire) do not reach an agreement on a contract the parties proceed to binding arbitration. In this case, the Arbitrator issued his decision after a presentation by both the City and the IAFF.

REASON WHY LEGISLATION IS NEEDED:

While this decision is binding, staff recommends Council accept the award. This will create a clear record adopting the contract.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

2% wage increases per year.

POLICY CHANGES:

N/A

PRESENTER(S):

Darren Shulman, City Attorney

RECOMMENDATION:

Approval

ATTACHMENT(S)

Arbitrator Decision

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

CONCILIATION AWARD

March 11, 2016

In the Matter of:

City of Delaware)

and)

Delaware Fire Fighters Association,)
IAFF Local 606)

Case No. 2015-MED-01-0004

APPEARANCES

For the City:

Darren Shulman, City Attorney
Jonathan J. Downs, Labor Counsel
John L. Donahue, Fire Chief

For the Union:

Kevin Rader, Consultant
Jim Oberle, President
Joseph Murphy, Member
Jarrod Lilly, Member
Daniel Lobdell, Member

Conciliator:

Nels E. Nelson

BACKGROUND

The instant case involves the City of Delaware and the Delaware Fire Fighters Association, IAFF Local 606. The city is a charter city and is the county seat for Delaware County. It has a population of approximately 35,000 and a 2012-2013 median household income of \$56,963 compared to \$48,308 in Ohio. The union represents full-time fire department employees who hold the rank of Fire Fighter, Lieutenant, and Captain, excluding the Fire Chief and the Management Captain. The bargaining unit includes approximately 54 members.

The parties are negotiating the successor agreement to the one which expired on March 31, 2015. They met with a State Employment Relations Board mediator on three occasions but no agreement was reached. At that point, impasse was declared and Sandra Mandel Furman was appointed as the Fact Finder. She engaged in extensive mediation and conducted two full days of hearing. On November 19, 2015, the Fact Finder issued her report and recommendations for 12 unresolved issues. One or both of the parties rejected her recommendations and the dispute proceeded to conciliation.

The Conciliator was notified of his selection on December 22, 2015. He conducted a hearing on February 8-9, 2016, and attempted to mediate the 14 unresolved issues. Six of the issues were resolved but no overall settlement was possible. The parties agreed that they wanted the opportunity to submit revised final offers.

On February 22, 2016, the Conciliator received the revised final offers from the parties. One or both of the parties provided revised offers for four of the eight unresolved issues. In addition, the parties indicated that they wished to attempt to resolve two of the issues. However, on March 4, 2016, the union informed the Conciliator that the parties were unable to reach an agreement on either issue.

The Conciliator's selection between the parties' final offers is based upon the criteria set forth in Section 4117.14(G)(7) of the Ohio Revised Code. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

ISSUES

The parties submitted eight issues to the Conciliator. For each issue the Conciliator summarizes the arguments and evidence presented by the parties and offers his analysis of the issue. He then provides a brief rationale explaining his final-offer selection and sets forth the contract language submitted by the prevailing party.

1) Article 14 - Continuation of Existing Benefits and Changes of

Agreement - The current contract requires the continuation of past practices that "have existed for a reasonably long time, have occurred repeatedly, have been clear and consistent, and have been known to the city and the Local." It also requires the city and the union to "strive on a

continual basis to reduce all past practices to writing.” The city seeks to eliminate Article 14 and the union proposes to retain it.

City Position - The city presents several arguments in support of its position. It reports that the union cited Article 14 and no other article in 20 of the 55 grievances it filed during the term of the current agreement. The city complains that processing these grievances took substantial time and resulted in significant costs.

The city charges that “the continued abuse of the past practice clause prevents the city from making changes to adapt to changing conditions and control costs.” (City Pre-Hearing Statement, page 34)

The city asserts that among Concord, Genoa, Lancaster, Liberty Township, Marysville, Newark, Norwich, Upper Arlington, Violet Township, Westerville, and Whitehall, only Lancaster has a past practice clause. (City Exhibit 16)

The city charges that the clause should be dropped because the union failed to meet its obligation to compile a list of past practices.

Union Position - The union argues that Columbus, Franklin Township, and Pleasant Township have provisions in their contracts similar to Article 14; that while Marysville does not have a past practice provision in its contract, in a 2013 fact-finding report, Fact Finder Mitchell Goldberg stated that Marysville is no longer comparable to Delaware; and that the city shares the responsibility for the parties’ failure to develop a list of past practices.

Analysis - The Conciliator selects the union’s final offer. First, while some nearby jurisdictions do not have provisions such as Article 14 in their contracts, other jurisdictions do. Second, although the union may have cited Article 14 in many of the grievances it filed during the term of the agreement, this does not justify the removal of the provision from the contract.

Third, as the union pointed out, the responsibility for developing a list of past practices was shared by the city and the union. Fourth, as the Fact Finder noted, even absent the language of Article 14, the union will still be able to argue a past practice in appropriate cases pursuant to long-standing arbitrable principles. Finally, the first paragraph of Article 14, which serves to protect past practices has been included in the parties' collective bargaining agreement since 1985. The city was unable to show that it should now be removed from the contract.

Award - The Conciliator awards the current contract language.

2) Article 16 - Wages, Section 1 - Pay Ranges and Rates - The current contract provides for top salaries of \$67,489.81 for Firefighters; \$70,864.30 for Firefighter/Paramedics; \$78,588.51 for Lieutenants; and \$87,154.65 for Captains.¹ The union demands 2.25% wage increases effective April 1 of 2015, 2016, and 2017. The city offers 2% wage increases effective on the same dates.

Union Position - The union argues that its wage offer should be selected. It points out that non-bargaining unit employees received 3% wage increases in 2015. The union notes that between 2015 and 2017 Columbus Fire Fighters are scheduled to receive wage increases of 3.5%, 3.5%, and 3%. It adds that in 2016, Firefighter/Paramedics in Liberty Township earned \$79,288 and \$81,053 in Westerville.

City Position - The city argues that its proposal is supported by external comparisons. It points out that the State Employment Relations Board's Annual Wage Settlement Report shows that for 2012-2014 Firefighters in the Columbus region received wage increases of 1.11%, 1.64%, and 1.88% and 1.21%, 1.66%, and 1.86% in Ohio. The city notes that between 2014 and

¹ These salaries include the 4% premium for employees on a 40-hour schedule and the 5% premium for paramedics.

2016 Marysville wages rose by 1%, 1.4%, and 2%. It adds that in 2014 Marysville Firefighter/Paramedics earned \$66,712 compared to \$70,864 in Delaware.

The city contends that internal comparisons also support its position. It states that its proposed 6% wage increase over three years matches the increases given to the FOP and the AFSCME Technicians. The city claims that the “to the extent other employee groups got higher wage increases, those groups not only had wage freezes, but also provided contractual ‘give backs’ to the city in exchange for additional wage increases.” (City Pre-Hearing Statement, page 5)

The city maintains that while the difference in the wage offers may seem small, the impact over the life of the agreement is substantial. It observes that the two FOP bargaining units would likely have to be granted the same wage increase as the Firefighters so that the cost of the union’s proposal would be more than \$1.6 million. (Ibid.)

Analysis - The Conciliator selects the city’s final offer. First, the city’s wage offer produces a significant increase in compensation over the term of the agreement. Depending on the work schedule, it results in the top rate reaching \$75,201.71 or \$76,621.27 for a Firefighter/Paramedic; \$83,398.89 or \$86,734.62 for a Lieutenant, and \$92,489.16 or \$96,188.84 for a Captain.

Second, the city’s proposal is generally consistent with wage increases in the area and around Ohio. While the wage increases in Columbus were substantially larger, they no doubt reflect particular circumstances. In any event, it is not customary to compare the wages of a city of 35,000 with one of 789,000.

Third, the Conciliator agrees with the Fact Finder that internal comparisons support the city’s wage offer. She pointed out that while the FOP unit got 3% wage increases in 2015, they

got 1% percent increases in 2014. In addition, the Fact Finder noted that the AFSCME Technicians received a 2% wage increase in 2015.

Award - The Conciliator awards the following contract language.

For the dates specified below, the new pay rates are effective for the pay period starting on the date included in the table. Pay rates reflect a 2% increase in year one, a 2% increase in year two and a 2% increase in year three.

The differential between ranks shall be as follows:

1. The Firefighter/Paramedic pay shall be 5% above Firefighter pay;
2. 1st step Lieutenant pay shall be 2.5% above top step Firefighter/Paramedic;
3. 2nd step Lieutenant pay shall be 6.7% above top step Firefighter/Paramedic;
4. Top step Lieutenant shall be 10.9% above top step Firefighter/Paramedic;
5. 1st step Captain pay shall be 2.5% above top step Lieutenant;
6. 2nd step Captain pay shall be 6.7 % above top step Lieutenant;
7. Top step Captain shall be 10.9% above top step Lieutenant;

Firefighter					
Pay Steps	1	2	3	4	5
April 8, 2015					
Hourly (40)	\$26.4138	\$28.1514	\$30.1222	\$31.7199	\$33.0959
Hourly (50)	\$21.1310	\$22.5211	\$24.0978	\$25.3759	\$26.4768
Annual	\$54,940.69	\$58,554.83	\$62,654.30	\$65,977.25	\$68,839.56
(40) +4% Shift Premium	\$27.4704	\$29.2774	\$31.3271	\$32.9887	\$34.4198
Annual (40) +4% Shift Premium	\$57,138.37	\$60,897.08	\$65,160.41	\$68,616.40	\$71,593.14
April 6, 2016					
Hourly (40)	\$26.9421	\$28.7144	\$30.7247	\$32.3543	\$33.7579
Hourly (50)	\$21.5537	\$22.9715	\$24.5798	\$25.8834	\$27.0063
Annual	\$56,039.50	\$59,725.93	\$63,907.38	\$67,296.80	\$70,216.35
(40) + 4% Shift Premium	\$28.0198	\$29.8630	\$31.9537	\$33.6484	\$35.1082
Annual (40) + 4% Shift Premium	\$58,281.14	\$62,115.02	\$66,463.62	\$69,988.72	\$73,025.00
April 5, 2017					
Hourly (40)	\$27.4809	\$29.2887	\$31.3392	\$33.0013	\$34.4330
Hourly (50)	\$21.9847	\$23.4309	\$25.0714	\$26.4011	\$27.5464
Annual	\$57,160.29	\$60,920.45	\$65,185.53	\$68,642.73	\$71,620.67
(40)+ 4% Shift Premium	\$28.5802	\$30.4603	\$32.5927	\$34.3214	\$35.8103
Annual (40) + 4% Shift Premium	\$59,446.76	\$63,357.32	\$67,792.89	\$71,388.50	\$74,485.50

Firefighter Paramedic					
Pay Steps	1	2	3	4	5
April 8, 2015					

Hourly (40)	\$27.7345	\$29.5590	\$31.6283	\$33.3059	\$34.7507
Hourly (42)	\$26.4238	\$28.1514	\$30.1223	\$31.7198	\$33.0959
Hourly (50)	\$22.1876	\$23.6471	\$25.3027	\$26.6447	\$27.8006
Annual	\$57,687.72	\$61,482.58	\$65,787.01	\$69,276.11	\$72,281.53
April 6, 2016					
Hourly (40)	\$28.2892	\$30.1501	\$32.2609	\$33.9720	\$35.4458
Hourly (42)	\$26.9421	\$28.7144	\$30.7247	\$32.3542	\$33.7579
Hourly (50)	\$22.6313	\$24.1201	\$25.8088	\$27.1776	\$28.3566
Annual	\$58,841.48	\$62,712.23	\$67,102.75	\$70,661.64	\$73,727.16
Hourly (42) + \$0.65 Shift Premium	\$27.5921	\$29.3644	\$31.3747	\$33.0042	\$34.4079
Annual (42) + \$0.65 Shift Premium	\$60,261.14	\$64,131.84	\$68,522.34	\$72,081.17	\$75,146.85
April 5, 2017					
Hourly (40)	\$28.8550	\$30.7531	\$32.9061	\$34.6514	\$36.1547
Hourly (42)	\$27.4809	\$29.2887	\$31.3392	\$33.0013	\$34.4330
Hourly (50)	\$23.0840	\$24.6025	\$26.3249	\$27.7211	\$28.9237
Annual	\$60,018.31	\$63,966.47	\$68,444.81	\$72,074.87	\$75,201.71
Hourly (42) + \$0.65 Shift Premium	\$28.1309	\$29.9387	\$31.9892	\$33.6513	\$35.083
Annual (42) + \$0.65 Shift Premium	\$61,437.88	\$65,386.12	\$69,864.41	\$73,494.43	\$76,621.27

Lieutenant			
Pay Steps	1	2	3
April 8, 2015			
Hourly (40)	\$35.6195	\$37.0790	\$38.5386
Hourly (50)	\$28.4956	\$29.6632	\$30.8309
Annual	\$74,088.66	\$77,124.40	\$80,160.41
Hourly (40) + 4% Shift Premium	\$37.0444	\$38.5622	\$40.0802
Annual (40) +4% Shift Premium	\$77,052.27	\$80,209.42	\$83,366.79
April 6, 2016			
Hourly (40)	\$36.3319	\$37.8206	\$39.3093
Hourly (50)	\$29.0656	\$30.2565	\$31.4475
Annual	\$75,570.43	\$78,666.89	\$81,763.62
Hourly (40) + 4% Shift Premium	\$37.7852	\$39.3334	\$40.8817
Annual (40) +4% Shift Premium	\$78,593.19	\$81,813.57	\$85,033.94
April 5, 2017			
Hourly (40)	\$37.0586	\$38.5770	\$40.0955
Hourly (50)	\$29.6469	\$30.8616	\$32.0765
Annual	\$77,081.84	\$80,240.23	\$83,398.89

Hourly (40) +4% Shift Premium	\$38.5409	\$40.1201	\$41.6993
Annual (40) +4% Shift Premium	\$80,165.06	\$83,449.84	\$86,734.62

Captain			
Pay Steps	1	2	3
April 8, 2015			
Hourly (40)	\$39.5021	\$41.1207	\$42.7393
Hourly (50)	\$31.6016	\$32.8965	\$34.1914
Annual	\$82,164.26	\$85,530.98	\$88,897.69
Hourly (40) + 4% Shift Premium	\$41.0821	\$42.7655	\$44.4488
Annual (40) +4% Shift Premium	\$85,450.83	\$88,952.32	\$92,453.60
April 6, 2016			
Hourly (40)	\$40.2921	\$41.9431	\$43.5941
Hourly (50)	\$32.2337	\$33.5545	\$34.8752
Annual	\$83,807.55	\$87,241.60	\$90,675.65
Hourly (40) + 4% Shift Premium	\$41.9038	\$43.6208	\$45.3379
Annual (40) +4% Shift Premium	\$87,159.85	\$90,731.32	\$94,302.78
April 5, 2017			
Hourly (40)	\$41.0979	\$42.7820	\$44.4660
Hourly (50)	\$32.8783	\$34.2255	\$35.5728
Annual	\$85,483.70	\$88,986.43	\$92,489.16
Hourly (40) + 4% Shift Premium	\$42.7419	\$44.4932	\$46.2446
Annual (40) +4% Shift Premium	\$88,903.05	\$92,545.94	\$96,188.84

3) Article 16 - Wages, Section 16.3 - Forty-Hour Employees - The current contract provision is titled “40-Hour Employees.” It provides that 40-hour employees are to receive an additional 4% of their base salary, which is to be included in the wage tables shown in Section 16.1. The provision also states that employees temporarily assigned to a 40-hour schedule are not entitled to the 4% differential.

The union’s initial final offer called for a number of changes. It proposed the creation of 4.2% differential for employees on a 42-hour schedule. The union also sought to restrict

temporary assignments to another shift to no more than two weeks except for light duty, new employee orientation, and “other exigent management needs.”

The city’s initial final offer also proposed a number of changes. It sought to change the title of the section to “Shift Premiums;” to change the term “base salary” to “regular hourly rate;” to add “training” to the exceptions; to provide a \$.65 per hour premium for employees on a 42-hour schedule; to make the premium effective April 6, 2016; to limit the premium to hours actually worked and approved time off; and to exclude the premium from hours cashed out annually or upon resignation, retirement, or dismissal.

At the conciliation hearing, the parties agreed to change the title of the section to “Shift Premiums;” to change “base salary” to regular hourly rate;” and to limit temporary assignments to 14 days except for “light duty, orientation of new employees, and initial training to secure paramedic certification.”

After the conciliation hearing, both parties submitted revised final offers. The union proposed a \$.65 per hour premium. The city’s revised final offer dropped its demand to apply the premium only to hours actually worked or approved time off.

The revised offers and the agreements reached at the conciliation hearing leave the Conciliator with two questions. The first question is whether the premium should apply when employees cash out accrued time. The second question is the effective date of the agreed-upon \$.65 per hour premium for employees on a 42-hour schedule.

Union Position - The union argues that the \$.65 per hour shift premium should be effective April 1, 2015. It states that the agreed-upon ground rules, which were executed on April 6, 2015, provide that “the contract may be effective, retroactive if need be, to April 1, 2015, the restriction on a conciliator imposed by R.C. 4117.14 to make an award effective this fiscal year

being expressly waived.” The union complains that the city now claims that the agreed-upon shift premium should not be retroactive.

City Position - The city argues that the shift premium should be effective on April 6, 2016. It stated at the conciliation hearing that “a condition of its offer [for a shift premium] is no retroactivity.”

Analysis - The Conciliator selects the union’s final offer. First, he finds no basis to exclude the shift premium from an employee’s cash out of hours annually or at separation from the city. Nothing in the Fact Fighter’s report or the record suggests that this restriction was proposed prior to conciliation. In addition, employees represented by the FOP and the other unions do not have their shift premiums excluded from their annual cash-outs or their cash-outs when they leave city employment.

Second, the Conciliator believes that the shift premium should be retroactive to April 1, 2015. The agreed-upon ground rules allow the Conciliator to make economic provisions retroactive and, in fact, may suggest that he should do so. Furthermore, the Fact Finder’s report does not indicate that the city was opposed to making the premium retroactive and nothing in the record at conciliation suggests that prior to reaching conciliation, the city was opposed to making a shift premium retroactive.

Award - The Conciliator awards the following contract language.

Section 3. Shift Differential.

Forty-hour employees that are not receiving the medic differential will receive an additional four percent (4%) of their base salary as established above. This additional amount is included in the wage rates above. Employees temporarily assigned to a 40-hour work week are not eligible for the 4% differential.

Forty-two hour employees will receive an additional shift differential of sixty-five (\$0.65) cents per hour as established in the wage rates above.

No member may be involuntarily assigned to another shift for a temporary assignment in excess of two (2) weeks absent the following circumstances: light duty, orientation of new employees, and initial paramedic certification training.

4) Article 18 - Wages, Section 18.3 - Overtime Policy - The current contract states that it is the city's policy is to avoid overtime except when absolutely necessary and that it will not compensate Firefighters for overtime without the advance authorization by the appropriate supervisor, except in an emergency where authorization may be granted after-the-fact.

The union adopted the Fact Finder's recommendation as its final offer. She recommended that overtime be administered in accordance with SOP 1.1.41, dated August 1, 2008, and amended April 27, 2014. This policy governs the approval of overtime, limits the number of consecutive hours of work, requires the use of an Overtime Worksheet for filing openings in the daily schedule, provides for the maintenance of an Overtime Worksheet, establishes a Mandatory Overtime List, and includes procedures for limited and general recalls. The union's offer adds that it will engage in "good faith bargaining" on "an occasional, limited basis" when it is necessary to waive the provisions of the overtime policy for the "smooth [and] effective provision of services to the public." The city's final offer consists of the current contract language.

Union Position - The union argues that its final offer ought to be selected. It points out that the Fact Finder said that "it is more usual, useful and predictable for both parties to have overtime language referenced specifically in the CBA." (Fact Finder's Report, page 10) The union notes that she added that "the union stated a legitimate concern that absent cba language addressing such a term involving wages and hours that it would be at a constant disadvantage in

terms of notice of its obligations and rights [and that] ... it is [not] at all clear that any recourse exists for improper/alleged improper application of a SOP.” (Ibid.)

The union contends that overtime is an appropriate subject for bargaining. It reports that overtime affects wages and hours. The union observes that the Fact Finder stated that “decades of case law enforce [the obligation to bargain].” (Fact Finder’s Report, page 11)

The union maintains that its proposal benefits both parties. It reports that the Fact Finder stated that “the CBA is a mutually acceptable reference document outlining the means/methods of overtime assignment that is binding [and] provides guidance and stability.” (Fact Finder’s Report, page 11) The union observes that the Fact Finder held that “management’s concerns are implicitly addressed as it wrote the SOP.” (Ibid)

City Position - The city opposes the union’s demand to incorporate SOP 1.1.41 in the collective bargaining agreement. It complains that the Fact Finder’s recommendation to do so “stripped [it] of a long-held management right, rendering the entire concept of a SOP useless.” (City Pre-Hearing Statement, page 16) The city claims that “locking down an SOP ... interferes with the right to ‘make a reasonable rules to regulate the workforce and to establish and amend personnel policies and procedures relating to any matter which is not set forth in this agreement.’ ” (Ibid.)

The city rejects the union’s claim, which was accepted by the Fact Finder, that the union would have no way to challenge decisions related to overtime unless the SOP was incorporated in the collective bargaining agreement. It states that “it is absolutely clear that work rules and directives are grievable, and the Union has consistently exercised this right.” (Ibid.) The city observes that Article 12 provides that “any charge by a member that a work rule, or Department

Directive, is in violation of this agreement or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance.”

The city challenges the Fact Finder’s suggestion that many of the union’s grievances relate to overtime. It asserts that 49 of 55 grievances filed under the current contract had nothing to do with overtime. The city adds that the fact that some of the grievances relate to overtime, contradicts the union’s claim that decisions regarding overtime cannot be challenged without a reference to the SOP in the contract.

The city contends that 8 out of 11 comparable departments have no contract provisions governing overtime. It reports that Concord, Genoa, Liberty Township, Marysville, Norwich, Upper Arlington, Westerville, and Whitehall have no overtime provisions while Lancaster, Newark, and Violet Township have such provisions in their contracts. (City Exhibit 30)

Analysis - The Conciliator selects the city’s final offer. First, while the union is correct that an employer must bargain regarding overtime, that obligation does not mean that an employer has to agree to any particular proposal. In the instant case, the employer has met its obligation to bargain but has insisted on retaining the current contract provisions relating to overtime.

Second, the Conciliator rejects the union’s claim that without a reference to SOP 1.1.41 in the contract, it is unable to challenge any decision relating to overtime. Article 12, which deals with work rules and division directives, states that “any charge by a member that a work rule, or Department Directive, is in violation of this Agreement or has not been applied or interpreted uniformly to all members, shall be a proper subject for grievance.” Furthermore, the record indicates that on many occasions the union has grieved the city’s actions relating to overtime.

Third, the union's offer gives the city very limited flexibility in assigning overtime in response to circumstances that are not unlikely to arise during the term of the agreement. The offer states that "on an occasional, limited basis" the city may request a waiver of the provisions of the SOP and that it "agrees to engage in good-faith efforts in such limited circumstances to agree to such waivers."

Finally, the union's offer is not supported by external or internal comparisons. Only 3 of the city's 11 comparable jurisdictions include overtime in their contracts and none of the contract provisions submitted by the union deal with the distribution of overtime or the other issues dealt with in SOP 1.1.41. In addition, the union did not offer any provisions dealing with overtime from the city's contracts with other unions, including the FOP.

Award - The Conciliator awards the current contract language.

5) Article 34 - Contracting Out - The current contract provision includes two sections. Section 1 states that contracting out falls under Article 4, Section C, which states that management's rights include "the right to... subcontract for services except that [it] agrees that it will not subcontract under any circumstances that will result in the layoff of members or the continued layoff of members." Section 2 states that Article 34 "does not restrict the employer from entering into a contract to provide fire protection and EMS service through members of the Bargaining Unit to an entity located outside the jurisdictional boundaries of the employer."

The city and the union submitted the initial and revised final offers. Both parties' initial offers included the current language of Article 34. In addition, the union proposes the following MOU:

The parties agree that if and when the employer has finalized an implementation plan and date for integration of part-time firefighters within the fire department the employer shall provide a ninety day notice to the union. No more than seventy-five

(75) days or less than sixty (60) days prior to the start of the part-time program, the union by filing a Notice to Negotiate for a reopener with the State Employment Relations Board, will meet with the employer to negotiate any articles of this Agreement which may be affected by the hiring of part-time fire fighters or any of the effects of the part-time program on wages, hours, terms and conditions of employment of bargaining unit members.

By meeting with the employer does not constitute acceptance of the part-time program by IAFF Local 606.

The parties submitted revised final offers. Both of their offers included the current contract language for Article 34 but they proposed different MOUs. The union's MOU states:

The City agrees that if a part-time program is implemented that the staffing of part-time employee shall not exceed four (4) per 24-hour period.

This MOU shall remain in effect for all subsequent contracts unless agreed upon by both parties.

This MOU shall not be considered an acceptance of the part-time program by Local 606.

The city's MOU states:

Part-time personnel will not be called in to cover full-time members' unscheduled absences.

This MOU will not be considered a past practice against either party and will not be construed as IAFF acceptance of the part-time program.

Contracting special duty: Special duty paid by an external party will be offered first to full-time personnel.

This MOU will expire on March 31, 2018 unless renewed by both parties.

Union Position - The union's submissions included the following:

- Pages 12-14 of the Fact Finders report, which discusses Article 34, including the MOU which was part of the union's initial final offer. (Union Exhibits, Tab 8, pages 3-5)
- A draft of the "Part-Time Firefighter Program" dated February 2, 2015. Page 5 of the report states that "part-time personnel will be used to fill the existing positions on the apparatus due to full-time leaves [and] the part-

time program is not designed to replace or eliminate full-time positions.” (Union Exhibits, Tab 8, pages 6-26)

- An e-mail dated May 5, 2015 to Kevin Rader, the union’s consultant, regarding an informational meeting where the chief answered questions regarding how the part-time program would work. The chief suggests that at the next bargaining session, the city and union should “pick off some of the easier issues and get some articles locked up.” (Union Exhibits, Tab 8, page 27)
- An excerpt from the Civil Service Rules regarding layoff and job abolishment. (Union Exhibits, Tab 8, page 29)
- An Unfair Labor Practice Charge filed by the union on September 8, 2015, charging that the city failed to bargain over a number of issues, including the use of part-time firefighters. (Union Exhibits, Tab 8, pages 30-33)
- A number of MOUs regarding calling in personnel for overtime. (Union Exhibits, Tab 8, pages 34-37)
- The 2016 operating budget submitted by the City Manager to the Mayor and City Council. Page 43 of the document shows full-time staffing of 61 full-time firefighters in 2015 and 2016 part-time staffing increasing from 17.18 in 2015 to 19.23 in 2016. (Union Exhibits, Tab 8, pages 38-43)
- Internet job postings for part-time firefighters in Delaware. (Union Exhibits, Tab 8, pages 44-45)
- The City Manager’s Proposed Capital Improvement Plan for 2016-2020. Page 66 of the plan refers to \$4 million for the construction of Station 304 and states that “the department will begin implementation of the long discussed Part-Time program [which] ... allows for the backfilling of full-time positions, allowing an increase of on duty staffing.” (Union Exhibits, Tab 8, pages 46-52)
- A portion of a report titled “City of Piqua Fire Department Part-Time Staffing, Evaluation & Elected Officials’ Concerns.” Pages 23-24 of the report includes a summary of the comments of John Donohue, the Delaware Fire Chief, indicating that with part-time staffing in Delaware from 1998 to 2000 “there were issues with discipline, criminal activity, high turnover, and knowledge deficits of the equipment and community, and difficulty in meeting needed training [and that] the quality and commitment of the full-time staff was superior in comparison to ... part-time staff.” (Union Exhibits, Tab 8, pages 53-55)

City Position - The city argues that the union's initial final offer would have prevented it from using part-time firefighters. It points out that part-time firefighters would be permanent city employees "so the [union's] proposed language is inappropriate in an article governing when [the city] can contract with an external entity." (City Pre-Statement, page 18) The city notes that it has offered to include the part-time firefighters in the union but the union responded that IAFF policy prevents it from doing so.

The city contends that the union's position eliminates its right to use part-time employees to supplement its workforce. It states that since 1998 permanent part-time firefighters have been included in City Council's Permanent Part-Time Pay Plan. The city indicates that it has employed part-time firefighters in the past. It observes that two current union members were part-time firefighters in the city before they were hired as full-time firefighters.

The city maintains that the Fact Finder's recommendation supports its position. It reports that she stated that she "does not recommend the creation of language setting up a bar to the hiring of any persons performing the duties of the current unit." (Fact Finder's Report, page 14) The city observes that the Fact Finder indicated that the city has a "fundamental management right to determine the number and classifications needed in the department." (Ibid.)

The city argues that part-time personnel will become critical when it opens a fourth fire station. It claims that without using part-time firefighters to cover vacations and Kelly Days, it will be unable to staff the station.

The city contends that it has made no attempt to reduce the number of full-time personnel. It points out that part-time firefighters are being used to add capacity; that the full-time headcount has not been reduced; and that full-time staffing levels have consistently been above the contractual minimum manning levels. The city notes that "full-time staffing has grown

as the city has grown and continues to be the focal point of [its] Fire/EMS operations.” (City Pre-Hearing Statement, page 19)

The city maintains that the part-time firefighters are used in other fire departments. It points out that the Fact Finder stated that they are employed by American Township (Lima), Marysville, Mount Vernon, West Licking Township, Westerville, and Zanesville,. The city notes that Grandview Heights (City Exhibit 33) and Mentor (City Exhibit 34) also employ part-time firefighters.

Analysis - Integrating part-time firefighters into a full-time fire department involves many issues. The questions include the pay and benefits, training, and proper use of part-time firefighters. Some of the issues are addressed in the city’s final draft of the city’s “Part-Time Firefighter Program,” dated February 2, 2015. (Union Exhibits, Tab 8, pages 6-26) Many of the topics are concerns for both the city and the union.

The parties have had little success in dealing with the issues related to the use of part-time firefighters. As the Fact Finder indicated in her report, the union’s position at fact-finding would have prevented the city from using part-time firefighters. She stated, however, that she would not recommend any language barring the use of part-time employees. (Fact Finder’s Report, pages 12-13 and 14)

The Fact Finder made two recommendations. First, she recommended the retention of Section 1, which states that contracting out falls under Article 4, Section C, which states that management’s rights include “the right to... subcontract for services except that [it] agrees that it will not subcontract under any circumstances that will result in the layoff of members or the continued layoff of members,” and Section 2, which indicates that Article 34 “does not restrict the employer from entering into a contract to provide fire protection and EMS service through

members of the Bargaining Unit to an entity located outside the jurisdictional boundaries of the employer.”

Second, the Fact Finder recommended a MOU, which she suggested the parties had already agreed to, be “adopted as part of the CBA.” (Fact Finder’s Report, page 14, footnote 10)

The MOU states:

Part-time personnel will not be called in to cover full-time members’ unscheduled absences.

This MOU will not be considered a past practice against either party and will not be construed as IAAF acceptance of the part-time program.

Contracted special duty: Special duty paid by an external party will be offered first to full-time personnel.

This MOU will expire on March 31, 2018 unless renewed by both parties.

The Fact Finder’s recommendation for Article 34, however, was rejected along with the rest of her report.

After of the rejection of the fact-finding report and prior to conciliation, the parties made little or no progress in resolving their dispute over the use of part-time firefighters. The union’s initial final offer included a MOU requiring the city to bargain over the impact of the part-time program on wages, hours, and terms and conditions of employment. The city continued to simply propose the retention of Article 34.

When the issues regarding the use of part-time firefighters were not resolved at the conciliation hearing, the parties agreed to submit revised final offers.² The union’s revised final offer proposed a MOU limiting the use of part-time firefighters to 4 per 24-hour period and requiring the MOU to remain in effect until the parties agree otherwise. The city’s proposed

² Section 4117-9-06-(E)(4) of the Ohio Administrative Code states that “if ... mediation efforts result in a change in a final offer, a party or parties may, by mutual agreement, submit a revised final offer to the conciliator.”

MOU stated that part-time personnel would not be called to cover full-time members' absences and stated that the MOU would expire on March 31, 2018.³

While neither party's final offer adequately addresses the issues related to the implementation of the part-time firefighter program in the city, the Conciliator must select the city's final offer.⁴ First, the city's final offer appears to raise no significant problems. It states that part-time personnel will not be used to cover full-time members' unscheduled absences and provides that full-time firefighters are entitled to the first opportunity to fill special duty events paid for by an external party. There is no indication that either of these points is inappropriate or unacceptable to the union.

Second, the city's MOU, which states that the MOU "will not be considered a past practice against either party" and does not indicate that the union's acceptance of the part-time program, is also not a problem. In fact, the union's proposal includes a statement indicating that its MOU "shall not be considered an acceptance of the part-time program by Local 606."

Third, the city's demand that the MOU expire at the termination of the collective bargaining agreement is not unreasonable. As suggested above, there are many aspects of the part-time firefighter program that will need to be addressed by the parties as the program is implemented and during negotiations for a successor agreement. To freeze a single aspect of the program makes little sense.

The union's proposed MOU is problematic. As noted above, it limits the use of part-time firefighters to 4 per 24-hour time period. While this limit may or may not be appropriate, the Conciliator does not have enough information to determine if that is the case and, as indicated

³ The city's MOU also stated that the MOU will not "be considered a past practice against either party and will not be construed as IAAF acceptance of the part-time program" and that special duty work paid for by an external party would be offered first to full-time personnel.

⁴ The city and the union agreed that Article 34, Sections 1 and 2, should be retained making the competing MOUs the sole issue.

above, it represents only one aspect of the use of part-time firefighters. Furthermore, many factors influence manpower needs and the use of part-time firefighters are likely to change as the fourth station opens and part-time firefighters are integrated into the department. An inflexible limit on the number of part-time firefighters, coupled with the parties' difficulty resolving questions regarding use of part-time firefighters, could be a problem.

The Conciliator recognizes that the conciliation process may have provided little assistance in resolving the parties' disagreements relating to the part-time firefighter program. As the factfinder recognized:

The Union's concerns are obvious: there could be reduced staffing levels in its unit; the part-time employees might have the ability to restrict/limit overtime opportunities; experience in training and safety issues may exist and the mere presence of a part-time staff erodes union security. These concerns are legitimate but must be balanced against management's staffing and public safety concerns, desired service response times and cost control. (Fact Finder's Report, page 13)

The Conciliator urges the parties to continue their discussions to accommodate their competing interests.

Award - The Fact Finder awards the following contract language.

Article 34
Contracting Out

Section 1. Contracting Out. The City agrees that contracting out shall fall under the provisions of Article 4, Section C of this Agreement.

Section 2. Services Outside City Boundaries. This Article does not restrict the employer from entering into a contract to provide fire protection and EMS service through members of the Bargaining Unit to an entity located outside the jurisdictional boundaries of the employer.

Memorandum of Understanding

Part time personnel will not be called in to cover full-time members' unscheduled absences.

This MOU will not be considered a past practice against either party and will not be construed as IAFF acceptance of the part time program.

Contracted special duty: Special duty paid by an external party will be offered first to full time personnel.

This MOU will expire on March 31, 2018 unless renewed by both parties.

6) Article 39 - Earned Time, Section 5 - Time Off - The current contract allows three bargaining unit members to be off at the same time. It provides that the time off can be in the form of a Kelly Day, pre-scheduled vacation, earned time off, and/or non-pre-scheduled vacation, granted in that order, and permits the chief to approve additional requests. The provision states that no more than two members may use leave in the form of a Kelly Day at the same time unless approved by the chief.

The city and the union submitted initial and revised final offers. The union's initial offer, which was its position at factfinding, was recommended by the Fact Finder. It included separate demands for employees on 40-hour, 42-hour, and 50-hour schedules. At the conciliation hearing, the parties agreed that for 42-hour schedules where up to six were assigned to the shift, one member could take leave and that when more than six were assigned to the shift, two members could take leave. For the 40-hour schedule, up to one-half of the members in a division staffed with more than one member, could take leave with the stipulation that if there were three in the division, two could take leave. The parties also agreed that leave had to be requested in advance but that leave would be approved unless the member requesting the leave was needed to fill an operational position that would otherwise have to be filled using overtime.

Both parties had proposals for employees working a 50-hour schedule. The union's offer allowed two members to be on pre-scheduled vacation, earned time off, and/or non-pre-

scheduled vacation, in that order. The proposal also included a provision allowing the chief to approve additional requests and a restriction that no more than two persons could use Kelly Days at the same time without the permission of the chief. It also indicated that “the intent is that up to four (4) persons may be off on leave: two (2) persons using any eligible non-Kelly Day leave and two persons for Kelly Day leave ... [and] when the 50-hour shift has more than eighteen (18) of assigned members, a third member may request earned leave ... and it shall be granted [and that] there will at that time also be three (3) persons allowed off on a Kelly Day.”

The city’s initial offer was different from the union’s offer in a number of ways. It allowed three members to be off with the stipulation that if there were more than 18 members on a shift, an additional member could be off. The city’s offer also provided that it would allow an additional member to be off provided the leave was requested 30 days in advance and provided the city was able to schedule an additional part-time firefighter. Its proposal deleted the language allowing the chief to approve additional requests for leave and stated that a request for the additional leave could not be cancelled without the approval of the chief.

Both parties submitted revised final offers for members on a 50-hour schedule. The union’s revised offer permits 4 members to be off and provides that when more than 18 members are scheduled, an additional member may be off. It specifies that the requests may be in the form of a Kelly Day, pre-scheduled vacation, earned time off, and/or non-pre-scheduled vacation, in that order. The union’s final offer also specifies that the chief may approve additional leave and states that only two members can be off on a Kelly Day. It also provides that if crew strength is 1 to 9, 1 member is permitted off for each FLSA period; if crew strength is 10 to 18, 2 members can be off on a Kelly Day; and if crew strength is 19 to 27, 3 members can be off.

The city's revised final offer changed two aspects of its initial offer. It dropped the requirement that additional leave, pending the availability of a part-time firefighter, would be granted only when it was requested 30 days in advance and reinserted the sentence permitting the chief to grant additional leave.

Union Position - The union argues that due to staffing issues, members cannot use the leave they are entitled to use. It points out that the 15 members of crew 1 have a total of 9614.60 hours of leave to use, including holidays, vacation, personal leave, and Kelly Days, but a limit of 3 members off means that only 8736.00 hours are available, which results in a shortage of 878.60 hours. (Union Exhibits, Tab 9, page 5) The union notes that the shortage is 730.40 hours for crew 2 and 748.00 hours for crew 3. (Ibid, pages 6-7) It observes that in addition to these shortages, all of the crews have 2340.00 hours of sick leave each year.

The union contends that three examples, with different assumptions about crew strength and average seniority, show that four members must be permitted to be off to allow members to use their leave. It points out that in the first example, where crew strength is assumed to be 15 and average seniority is assumed to be 12.72 years, 3.45 members would have to be permitted off. (Ibid., page 9) The union notes that in example 2, where it assumes a crew size of 17 and an average seniority of 14.99 years, 3.91 members would have to be allowed to be off. (Ibid.) It adds that in example 3, where Kelly days are not included, and crew size is assumed to be 16 and service is assumed to be 9.44 years, 1.54 members would have to be permitted off for holiday, vacation, and personal leave. (Ibid., page 10)

City Position - The city argues that the Fact Finder's recommendation was based on misleading evidence presented by the union and should be disregarded by the Conciliator. It acknowledges that at the fact-finding hearing, union members testified that more leave was

necessary because members were unable to schedule time off and had to forfeit leave. The city claims, however, that “no specifics were provided and no exhibits were introduced to substantiate this claim.” (City Pre-Hearing Statement, page 21) The city adds that because the union had not made any claim regarding the forfeiture of time during negotiations or in mediation, it was unable to respond at the fact-finding hearing, except through the testimony of its witnesses who testified that they did not believe that Fire Department employees have had to forfeit time.

The city contends that allowing an additional member to be off is “problematic.” It states that allowing four members off means a “potential” need to call someone in on overtime every day. The city indicates that given the \$1,656-\$1,990 cost of an overtime shift, the cost to the city would be \$1,855,638 over the life of the contract.⁵ (City Exhibit 28)

The city maintains that the members’ conduct contributes to their difficulty in getting time off at the times they wish. It points out that members sometimes schedule time off, which blocks other members from scheduling that day off, and then decide on the day in question that they are not going to take the day off. The city notes, however, that when it proposed requiring a member to cancel scheduled vacation three days in advance so another member could take the day, the union opposed the change.

The city argues that when it agreed to change the provision governing trades of time, it made it easier for members to get time off at their desired times. It reports that in this round of negotiations, it increased the number of firefighters eligible to trade time. The city observes that this will allow members to schedule longer vacations.

The city contends that it has a generous vacation payout benefit that “acts as a safety valve for employees who accumulate leave and do not use it.” (City Pre-Hearing Statement, page

⁵ The city assumes wage increases of 2% per year over the life of the contract.

23) It points out that under Article 25, Section 6, a member can trade up to 3 weeks of vacation for pay.

The city maintains that the chief has ameliorated any problems regarding scheduling leave. It points out that under the contract, he has the authority to grant additional members time off. The city notes that he has done so on 16 occasions from 2014 through June 30, 2015. (City Exhibit 25A)

The city argues that the current contract allows “ample” opportunities to schedule time off. It states that from 2014 through June 30, 2015, there were 76 days when less than three members took leave. (Ibid.) The city indicates that this means that “the issue is not whether there are enough days to take off, but whether sought after days are available.” (City Pre-Hearing Statement, page 23)

The city contends that members have been able to schedule “lengthy” vacations. It reports that from 2015 through the date of the fact-finding hearing, there were 120 occasions when members were able to be off work for eight days or more using Kelly Days, vacation, and trades of time. (City Exhibit 26) The city claims that this number “increases greatly” if sick days are included.

The city maintains that its offer “significantly” increases the number who can be off compared to the current practice and its position at fact-finding. It points out that it has adopted the Fact Finder’s recommendation regarding employees on 40-hour and 42-hour schedules so that they are removed from the overall limit on the number of firefighters who can be off. The city adds that it recognizes that when staffing exceeds 18, additional slots will be necessary so it allows more to be off when that level is reached.

The city maintains that the use of part-time firefighters may solve the problem of staffing gaps. It states that with this in mind, it proposed allowing an additional member to be off if a part-time firefighter can be scheduled to fill the position. The city indicates that this increases the number of employees eligible to take time off without increasing overtime costs.

The city argues that its proposal responds to the union's interests. It points out that its offer increases the number of members who can be off by up to six by allowing up to 6 employees on the 42-hour schedule to be off, up to 4 on the 40-hour schedule, and 1 on the 50-hour schedule. The city notes that its offer means that the union achieves its goal of separating members on the 40-hour and 42-hour schedules from those on the 50-hour schedule.

Analysis - The scheduling of time off for firefighters is always complex. In the instant case, it is made more complicated by the existence of three different work schedules and uncertainties regarding the future use of part-time firefighters. For these reasons, a negotiated agreement is likely to be superior to one awarded or recommended by a neutral.

The parties apparently recognized this fact. After the conciliation hearing, they requested the opportunity to negotiate a settlement of the dispute regarding taking time off. Unfortunately, on March 4, 2016, the union notified the Conciliator that the parties had failed to reach an agreement on either Article 34 or 39.

Given the failure of the parties to resolve the issue, the Conciliator selects the city's final offer for Article 34. First, he rejects the union's argument that members have been unable to use the time off to which they are entitled. The Conciliator believes that it is not a matter of firefighters not being able to get time off but a matter of them not being able to get the time off when they wish -- a problem shared by employees in many lines of work.

This conclusion is supported by the data submitted by the city. It shows that from 2014 through June 30, 2015, there were 76 days when less than three members, the number permitted off, took time off. (City Exhibit 25A) Furthermore, the city's data shows that on 60 occasions, more than three members were allowed to be off. (Ibid.) In any event, the union provided no testimony or evidence to show that any firefighter had been forced to forfeit leave.

Second, the city's final offer increases the number of firefighters who can be off. As demanded by the union, the city agreed to remove the members on 40-hour and 42-hour schedules from the overall limit on the number who can be off. The city's final offer also allows more members to be off as crew size increases.

Third, the city pointed out that members who wish time off at a particular time can trade time with another firefighter. It noted that in negotiations it had agreed to expand the number of firefighters who are able to trade time.

Finally, the use of part-time firefighters should reduce the problem of scheduling time off. The city's final offer provides that if it can schedule a part-time firefighter, an additional member will be allowed off. The city's revised final offer removed the restriction in its initial offer that the member's request for leave had to be submitted 30 days in advance in order to take advantage of this provision.

Award - The Conciliator awards the following contract language.

Section 5. Time Off.

50 hour shift: Three (3) bargaining unit members on the 50-hour shift may request leave and it shall be granted. When more than 18 members are scheduled on a 50-hour shift, an additional member may request leave and it shall be granted. These requests may be in the form of a Kelly Day (Article 18), pre-scheduled vacation (Article 25), and/or earned time (Article 39) and/or non-pre-scheduled vacation, listed in the order of priority. An additional member will be granted requested leave provided the city is able to schedule an additional part-time firefighter to cover the shift. This additional leave request may not be cancelled without approval by the fire

chief. Additional requests may be approved by the fire chief or his designee. These members do not need to show up or be available to work at the beginning of their scheduled shift. No more than two (2) members may use leave in the form of a Kelly Day at the same time, unless approval is granted by the Fire Chief or his designee.

42 hour shift: When up to six members are staffed on the 42-hour shift, one (1) member may request leave and it shall be granted. When more than six members are staffed on a 42-hour shift, two (2) members may request leave and it shall be granted.

40 hour shift: Up to half of the members assigned to a division staffed with more than one (1) member assigned to a 40-hour shift may request leave and it shall be granted as long as the request is submitted prior to the day off requested (rounding down such that if the unit is staffed by three members, two can take off). Requests submitted on the 40-hour shift on the day off requested shall be granted unless the member is needed to backfill an operational position that would otherwise need to be filled by use of overtime.

For all of the above time off requests, additional leave requests may be approved by the Fire Chief or his designee.

7) New Article - Promotion - The current contract has no provision dealing with promotions. The union proposes language establishing minimum qualifications for Lieutenant and Captain, including years of service in the department, certifications, and education. The city's proposal calls for the use of the rules, regulations, and procedures of the Civil Service Commission and states that there will be no changes in them "until the next labor contract occurring after the change." (City Exhibits 27 and 28)

Union Position - The union argues that its final offer should be accepted. It states that the city has changed the requirements for promotion to Lieutenant and Captain by mandating paramedic certification and by increasing the passing score on the civil service exam from 70% to 75%. The union indicates that promotion to Police Sergeant requires two years of service rather than the five years required for promotion to Fire Lieutenant and does not require an Associate's degree and that promotion to Police Captain allows 10 years of experience to be substituted for an Associate's degree.

The union charges that the city improperly opened up the position of Lieutenant to external candidates. It points out that the City Charter states that except for the Chief of Fire and the Chief of Police positions, promotions are to be made from those in the lower ranks. The union claims that the Civil Service Commission's rule that allows the consideration of external candidates conflicts with the City Charter. It adds that the Fire Department has qualified individuals to fill Lieutenants' and Captains' positions.

The union maintains that the city failed to meet its obligation to bargain regarding the requirements for promotion. It points out that it filed an Unfair Labor Practice charge with SERB alleging the city violated Sections 4117.11(A)(1) and (A)(7) of the Ohio Revised Code by failing to bargain with the local union and by failing to preserve the status quo during negotiations. (Union Exhibits, Tab 10, pages 38-41) The union notes that the city also opened the promotion process to external candidates, imposed requirements for promotion beyond the requirements in the City Charter, and failed to bargain the requirement that a member must maintain certification as a Fire Safety Inspector and indicated that it intended to hire part-time firefighters. (Ibid.)

The union argues that other supervisory positions in the city do not require an Associate's degree. It states that those positions include Facility Maintenance Supervisor, Investigator/Diversion Manager (Part-time), Office Supervisor-Finance-Utility Billing, and Office Supervisor-Finance-Income Tax, and Public Service Group Director. (Union Exhibits, Tab 10, pages 53-77)

The union contends that the contracts for 20 comparable jurisdictions support its demand. It reports that in Ashland, Bellefontaine, Columbus, Newark, Mansfield, Marion, Marion Township, Marysville, Norwich Township, Newark, Orange Township, Pleasant Township, Whitehall, and Zanesville promotion is addressed in the collective bargaining agreement. The

union acknowledges that promotion is not included in the contracts in Grandview Heights, Lancaster, Liberty Township, Mount Vernon, Westerville, and Worthington. (Union Exhibits, Tab 10, Pages 72-92)

City Position - The city argues that its final offer ought to be selected. It states that increasing professionalism in the Fire Department is in the best interest of public safety and that its ability to do so must not be arbitrarily limited. The city indicates that “the Fact Finder incorrectly concludes that the inclusion of minimum qualifications in the contract ‘in no way eliminates the use and role of the CSC.’ ” (City Pre-Hearing Statement, page 25) It claims that “the establishment of minimum qualifications for a position is a fundamental responsibility of management.” (Ibid.)

The city contends that the issue of promotion was not properly before the Fact Finder. It points out that the agreed-upon ground rules prohibit submitting new issues. The city notes that while the Fact Finder took note of its objection to the union’s proposal, she did not discuss the merits of its objection.

The city maintains that the Fact Finder relied on misleading information provided by the union. It reports that she stated that the passing score was raised from 70% to 75% and that the qualifications were changed by adding a requirement for an Associate’s degree and Paramedic certification.

The city characterizes the Fact Finder’s recommendations as “overreaching.” It states that she incorporated the entire Civil Service Commission process in the contract. The city observes that the Fact Finder’s recommendation went far beyond the union’s stated concerns and was “unnecessary.”

The city argues that internal comparisons support its position. It emphasizes that “no contract in the city, including the FOP contract, has or has ever had a promotional article.” (City Pre-hearing Statement, page 26)

The city contends that external comparisons also support its proposal. It points out that among Concord, Genoa, Lancaster, Liberty Township, Marysville, Newark, Norwich, Upper Arlington, Violet Township, Westerville, and Whitehall only Concord, Newark, Norwich, and Violet Township, have promotional criteria in their collective bargaining agreements. (City Exhibit 44)

The city challenges the Fact Finder’s statement regarding the union’s external comparisons. It observes that she indicated that 70% of the jurisdictions cited by the union have promotion language in their contracts. The city claims that “had the IAFF provided the actual contracts, the fact-finder would have seen that the examples the Union claimed supported their position did not.” (City Pre-hearing Statement, page 27)

The city maintains that most of the cities offered by the union that have promotional articles are not comparable to Delaware. It points out that they are either townships or are not charter cities. The city notes that only five are charter cities and three of them, Columbus, Marysville, and Whitehall do not support the union’s position. (City’s Pre-Hearing Statement, page 29)

The city charges that the union’s proposal would eliminate long-standing qualifications for promotion. It claims that the criteria at issue have been in place since the Lieutenant’s position was created. (City Exhibit 38) The city asserts that “the omission of these requirements ... was either an oversight on the part of the fact-finder or a decision that is not explained in the report or supported by any evidence.” (City Pre-Hearing Statement, page 30)

The city argues that the union's proposal "conflicts with [the city's] civil service rules and impinges on long-held management rights reserved by it in the contract." (City Pre-Hearing Statement, page 31) It states that the promotion process is governed by the Civil Service Commission established by the City Charter. The city rejects the union's claim that the Civil Service Commission is "strictly an arm of the city." It adds that any concern regarding the civil service process should be brought to the Civil Service Commission.

The city complains that the union's proposal has one particularly egregious provision. It points out that the union's proposal calls for lowering the minimum standards if less than two people are able to pass the promotional exam. It claims that "there is simply no possible benefit to the citizens to reducing standards for the sole purpose of making it easier for current members to be placed in the position." (Ibid.)

The city contends that the union's proposed article is "a clear infringement of the rights reserved to [it] by the Management Rights article." It observes that the management rights clause states that it has the "right to ... promote ... employees [and] ... to determine appropriate job classifications." The city claims that it "has consistently and fairly exercised its authority and established minimum requirements for positions, including promotional positions." (City Pre-Hearing Statement, page 32) The city adds that "no other Union has challenged the criteria or qualifications for positions [or] ... proposed language for their contracts regarding qualifications for positions or the promotional process." (Ibid.)

The city maintains that its language mirrors the language in the Marysville contract. It points out that Marysville was held to be the city the most similar to Delaware by Arbitrator Donald Staudter in City of Delaware and International Association of Firefighters, Local No.

606I; August 7, 2005. (City Exhibit 47) The city notes that its proposal is “more generous” than the contract in Marysville because it delays the effective date of any new requirements.

Analysis - The Conciliator selects the city’s final offer. First, he believes that a neutral should be careful about placing detailed job requirements in a collective bargaining agreement. In the instant case, the union claims that its demand is justified by the fact that the city recently changed the requirements for promotion to Lieutenant and Captain. The city, however, disputes the union’s claim. It further indicates that the union has the opportunity to influence job requirements through the civil service process. In any case, the city has partially addressed the union’s concern about possible changes in promotion requirements by freezing them until after negotiations are completed for the contract to be effective April 1, 2018.

Second, the Conciliator recognizes that while the union has an obvious interest in promotions, the city also has concerns about promotions because of their impact on the quality of public service. With this in mind, the city has negotiated a management rights clause, which gives it the right to “effectively manage the workforce . . . , [and to] determine the appropriate job classifications and personnel by which government operations are conducted.”

Third, external comparisons do not support the union’s demand. The union stated that “promotion was addressed” in the collective bargaining agreements in Ashland, Bellefontaine, Columbus, Mansfield, Marion, Marion Township, Marysville, Newark, Norwich Township, Orange Township, Pleasant Township, Violet Township, Whitehall, and Zanesville. The contracts in Marion and Newark are not unlike the union’s demand in the instant case. However, the contract in Columbus leaves promotion requirements to civil service rules and focuses on appeals and grievances; in Marysville the title of the article submitted by the union includes promotion but the provision deals with vacancies and transfers; in Pleasant Township there are

no details regarding promotional requirements; and in Whitehall the contract only states that the term of a civil service list is two years. The union did not submit the contract language for Ashland, Bellefontaine, Mansfield, Marion Township, Norwich Township, Orange Township, or Zanesville. In addition to this, some of the jurisdictions offered by the union are not comparable because they are located some distance from Delaware or are significantly larger or smaller.

The city's comparable jurisdictions support its position. It stated that among Concord, Genoa, Lancaster, Liberty Township, Marysville, Newark, Norwich, Upper Arlington, Violet Township, Westerville, and Whitehall, only Concord, Newark, Norwich, and Violet Township include promotional criteria in their contracts.

Finally, the record is clear with respect to internal comparisons. None of the city's contracts with its other unions include a promotion provision. It is particularly significant that the city's contract with the FOP does not deal with promotions but instead the FOP and the city have agreed to leave promotions to the Civil Service Commission and civil service rules and regulations.

Award - The Conciliator awards the following contract language.

The City shall use the rules, regulations, and processes of the civil service commission for promotions. However, the parties agree that any additional promotional requirements adopted by the commission shall not take effect until the next labor contract occurring after the change.

8) New Article - Vacancies and Transfers - The current contract has no provision dealing with vacancies and transfers.

The union submitted initial and revised final offers. Its initial final offer called for the city to post a seniority list; defined a vacancy as an opening resulting from a promotion, retirement, or transfer or the creation of a new position; called for the posting of a vacancy for 15 days;

allowed members to request reassignment; required vacancies created by the process to be posted for seven days; prohibited the city from accepting bids before a vacancy was posted; prevented the selection of the successful bidder until conclusion of the bidding period; required vacancies to be filled based on seniority provided minimum qualifications were met; barred successful bidders from bidding on a posted position or requesting a reassignment for one year; and stated that vacancies not filled through the bidding process would be filled by the least senior employee.

The union's revised offer made a number of changes. It reduced the posting period to 10 days; required the city to post only the first position created after the initial vacancy was filled; dropped the language allowing members to request reassignment; indicated that vacancies were to be filled based on seniority unless the skill, ability, and work performance of a less senior bidder was greater; required the Fire Chief to explain in writing why a less senior bidder was deemed to have greater skill, ability, and work performance; prohibited Captains and probationary employees from bidding on vacancies; and required vacancies not filled by the bidding process to be filled by the least senior non-probationary employee assigned to a 50-hour schedule.

The city initially offered a limited proposal related to vacancies and transfers. It proposed adding to Article 3 a definition of "seniority" as "the length of the accumulated service with the fire department" and adding to Article 15 a new Section 9 requiring the chief to post a seniority list, and a new Section 10 requiring the posting of a vacancy for 15 days.

Following the conciliation hearing, the city submitted a revised final offer. It dropped its proposals relating to Articles 3 and 15 and offered a proposal for a new article for vacancies and transfers requiring the chief to maintain a seniority list; stating that the city determines whether a

vacancy exists; requiring vacancies to be posted for 15 days; limiting bidding to “qualified” employees; stating that the vacancies will be filled by “the most qualified based on experience, skill, ability, and work performance;” indicating that “if two or more qualified candidates are relatively equal, the most senior employee shall receive the position;” and specifying that any vacancies created by a bid will be filled at the discretion of the Fire Chief.

Union Position - The union argues that its final offer should be selected. It points out that at factfinding, the city offered no proposal for vacancies and transfers but argued that filling vacancies and transferring employees was a management right. The union notes that the Fact Finder rejected the city’s claim and recommended the language it proposed.

The union contends that a grievance filed by Firefighter Mark Huston supports its position. It points out that on May 19, 2015, he requested a transfer from Fire Prevention, a 40-hour schedule, to suppression, a 50-hour schedule but the chief refused his request and ordered him to maintain his Fire Safety Inspector’s certification. The union charged that the city’s actions violated Article 1, Sections 4 and 6 of the contract.

The union maintains that when the city denied the grievance, the grievant was forced to stay in Fire Prevention. It reports, however, that on October 7, 2015, he was transferred to fire suppression but at the same time, the city warned him that in February it intended to transfer him to the 42-hour schedule.

The union argues that the FOP’s contract with the city supports its position. It points out that Article 29 of the FOP’s agreement states that “members shall select their shift assignment by seniority.” (Union Exhibits, Tab 12, pages 16-17) It acknowledges that the Police Chief can veto a member’s selection but notes that the Chief’s decision cannot be “arbitrary, capricious, or without just cause.” (Ibid. page 17)

The union contends that the city offered it a similar arrangement in SOP 1.1.1. It states that under the SOP, the Chief is to notify Firefighters of vacancies and to incorporate their preferences when assigning staff. The union indicates, however, that pursuant to the SOP, “the Fire Chief will select the person best suited for the position organizationally [but] he may not be one of the personnel who expressed interest.” (Union Exhibits, Tab 12, page 16)

The union maintains that comparisons to other jurisdictions support its demand. It points out that in Jefferson Township employees are assigned to vacant positions based on “rank, seniority, skill, ability, and work performance;” in Columbus assignment to vacant positions is “made on the basis of rank seniority unless the skill, ability, and work performance of the less senior bidder is greater;” in Madison Township seniority prevails for vacancies and transfers “unless the experience, training and skill of the less senior bidder are greater;” in Westerville vacancies are “filled through a seniority bid system;” and in Whitehall vacancies are filled “on the basis of rank seniority.” (Union Exhibits, Tab 12, pages 18-30) The union acknowledges that Upper Arlington’s contract does not refer to seniority in connection with vacancies and transfers.

City Position - The city argued in its pre-hearing statement that the Fact Finder’s recommendation to add a seniority-based bidding system was against the weight of the evidence she cited in her report. It complains that her recommended language “creates a new system without a demonstrated need for the structure.” (City Pre-Hearing Statement, page 35) The city adds that her recommendations “do not take into consideration relevant factors beyond seniority, an arbitrary factor not consistent with the balancing of the skills and experience necessary for optimal performance and service to the public.” (Ibid.)

The city contends that it is important to balance the skill, experience, and knowledge at its three stations and on its three schedules. It claims that the Fact Fighter’s recommended

language “would eliminate [its] ability to maintain the optimal personnel and operational balance.” (City Pre-Hearing Statement, page 36)

The city maintains that the union has not shown a need for change. It states that the union referenced only one grievance in support of its “seniority-only system” for selection to shifts. The city indicates that the union “failed to demonstrate how employees have been harmed by the SOP that has been in place for many years.” (Ibid.) It claims that “the Union’s proposal is another attempt to create impediments to the utilization of the 42-hour shift awarded by Arbitrator Goldberg.” (Ibid.)

The city argues that the Fact Finder’s recommendation is based on a faulty assumption. It states that she wrote that under the SOP, an adversely affected employee has no recourse. The city indicates that under Article 14 “it is absolutely clear that work rules and directives are grievable, and the Union has consistently exercised this right.” (Ibid.)

The city contends that the union’s proposal infringes on its management rights as set forth in Article 4. It points out that under this provision, it has the right to “effectively manage the workforce.” The city notes that part of this right “is giving the Chief the ability to select the best employee for the position.” (City Pre-Hearing Statement, page 38) It claims that its management rights were upheld by Arbitrator Donald Staudter in City of Delaware and IAAF, Local No. 606; August 17, 2005.

The city maintains that its external comparisons support its position. It states that its survey of Concord, Genoa, Lancaster, Liberty Township, Marysville, Newark, Norwich, Upper Arlington, Violet Township, Westerville, and Whitehall, found that only 3 of 11 departments had a shift bid system. (City Exhibit 54)

The city argues that the Marysville and Grandview Heights contracts support its position. It points out that the Marysville contract states that “shift assignments shall be made by the Fire Chief.” (City Exhibit 56) The city notes that the Grandview Heights agreement indicates that hours of work are “subject to change as the City reasonably determines in its discretion to be appropriate to meet operational conditions.” (City Exhibit 59)

The city questions the comparable data offered by the union. It claims that Columbus is not an appropriate comparison for Delaware. The city adds that in any event, the Columbus agreement bases assignment to a vacant position on seniority “unless the skill, ability, and work performance of a less senior bidder is greater.” (Union Exhibits, Tab 12, page 19)

The city contends that the union’s proposal is not similar to the FOP contract. It observes that in the FOP contract the Police Chief retains the authority to override seniority; the system is limited to the selection of the shift; and the selection process is limited to once per year. The city complains that Section 4 of the union’s proposal allows the union to force the chief “to post a position for bid to request reassignment even when there is no vacancy at all.” (City Pre-Hearing Statement, page 37)

The city maintains that the Fact Fighter’s recommended language is “overly ambiguous.” It states that Section 1 requires the chief to post a seniority list but her recommendation fails to define seniority and that Section 2 fails to define a vacancy “rather ... it simply dictates what to do ‘in order to fill vacancies during the promotion, retirement, transfer, or a member otherwise leaving employment [so that] it is ... unclear if the language is intended to apply to shifts, stations, promotions, or specialty assignments.” (City Pre-Hearing Statement, page 39)

The city contends that Section 5 of the union’s final offer is “unworkable.” It reports:

Footnote 25 of the report recognizes that the proposed language is vague. The fact-finder acknowledged that she was “unclear what ‘qualifications’ might be listed.”

Fact-Finder's Report p. 26. The fact-finder also stated that the “content is too nebulous at this point.” Fact-Finder's Report p. 26 . If the Fact-Finder did not know what the language she recommended meant, how can the parties? In recommending the parties “work together to define what will be on the list and what is relevant for listed qualifications” and recommending delaying the implementation until 2017, the fact-finder recognized that the language as written will be impossible to implement. Fact-Finder's Report p. 26. Unfortunately, there is no language in place to decide what would happen if the parties cannot agree. (Ibid.)

The city maintains that its final offer addresses some of the union's concerns. It states that its proposal requires the Chief to notify personnel of vacancies so they can express their interest in a vacancy. The city indicates that “the Chief will then incorporate preferences to the extent possible in assigning staff.” (Ibid.) It claims that when it opened a new station in 2013, the chief granted the first or second choice of assignment for 22 of the 29 firefighters who submitted a preference. (City Pre-Hearing Statement, page 40)

Analysis - The Conciliator selects the union's final offer. First, the union's proposal is not inconsistent with contracts in comparable jurisdictions. The Conciliator recognizes that some jurisdictions have detailed provisions dealing with vacancies and transfers while others have limited or no contract clause relating to the topic and instead leave it to city policies. In Delaware, however, the union has made contractual language governing vacancies and transfers a significant priority, perhaps reflecting the existence of a 12-hour shift along with the more common 8-hour and 24-hour shifts.

Second, while the Conciliator might not support every aspect of the union's final offer, there is generally nothing remarkable about it. It requires the chief to prepare and post a seniority list; defines vacancies as openings due to promotion, retirement, transfer, or the creation of a new job; calls for the posting of a vacancy for 10 days; states that a vacancy will be filled by the senior bidder unless a less senior bidder has greater skill, ability, and work performance; requires the chief, upon request, to provide a written explanation regarding the selection of a less senior

bidder; requires the posting of the first position created by filling the vacancy for seven days; prohibits an employee who was awarded a job from bidding on another job within one year; and indicates that vacancies not filled through the bidding process will be filled by the least senior non-probationary employee assigned to a 50-hour schedule.

Third, the union's final offer is consistent with the public interest and welfare. As noted above, it provides an orderly process for filling vacancies. While its initial final offer required vacancies to be filled by the senior bidder, provided he met the minimum qualifications, its revised offer responds to the city's interest by placing the most qualified bidder in a position.

Fourth, a factor routinely considered by Conciliators is the consistency of each side's offer. The city's revised final offers sets out two standards for filling a vacancy. Its offer states:

A position will be filled by the most qualified bidder based on experience, skill, ability, and work performance. If two or more candidates are relatively equal, the most senior employee shall receive the position.

The first sentence awards the vacancy to the most qualified bidder. However, under the second sentence, a less qualified employee with more seniority is entitled to the position provided his qualifications are "relatively equal" to those of the most qualified bidder.

Fifth, the city's bar on grievances over the selection of a successful bidder is not the usual arrangement. Even where a collective bargaining agreement includes no provision for filling vacancies, allowing the employer to rely on its management rights, it is well-established that an employer's exercise of its management rights cannot be arbitrary, capricious, discriminatory, or unreasonable. Under the city's final offer, however, the chief's decision cannot be challenged. Interestingly, the city recognized the importance of an employee's ability to challenge the city's decision regarding the filling of a vacancy when it took the Fact Finder to task for failing to

recognize that under the SOP governing vacancies and transfers, an employee could file a grievance. (City Pre-Hearing Statement, page 37)

Award - The Conciliator awards the following contract language.

Section 1. Seniority

The Fire Chief along with the Union shall establish and post a seniority list along with qualifications of members by January 1st each year. This list will be used to determine the selection of members for vacancies.

Section 2. Vacancies defined

In order to fill vacancies due to promotion, retirement, transfer or a member otherwise leaving employment, an announcement of the vacancy shall be posted for bid.

New positions added to current staffing levels shall be considered as vacancies and subject to bid.

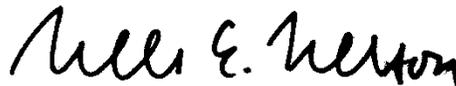
Section 3. Posting

Once the Fire Chief becomes aware of a vacancy in the Department he shall post the vacancy for ten (10) days at all stations. Once the original vacancy has been filled, the process shall be repeated once. No bids are allowed until the position has been posted. No vacancies shall be filled until the relevant posting period has ended.

Section 4. Vacancies shall be filled based upon seniority unless the skill, ability and work performance of a less senior bidder is greater. Upon request of the Union, the Fire Chief shall substantiate, in writing, why he considers the skill, ability and work performance of a less senior bidder greater. Captains and probationary employees are not eligible to bid on vacancies.

Members taking a vacancy through the posting/bidding process may not re-bid nor seek re-assignment for a one-year period from the date of being placed in the vacancy. This does not prevent a member who has taken a bid from seeking and accepting a promotion.

Vacancies not filled through the bidding process shall be filled by the least senior non-probationary employee assigned to the fifty (50) hour assignment.



Nels Nelson
Conciliator

March 11, 2016
Russell Township
Geauga County, Ohio



FACT SHEET

AGENDA ITEM NO: 14

DATE: 5/9/16

ORDINANCE NO: 16-39

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Bruce Pijanowski, Chief of Police

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL'S OFFICE TO CONTINUE PROVIDING NATIONAL WEBCHECK BACKGROUND CHECK SERVICES.

BACKGROUND:

This agreement between the City of Delaware and the Ohio Attorney General's Office allows the police department to continue to provide criminal background checks to the public. We currently house equipment in the Justice Center lobby. This service is needed by many people in order to be eligible for licensing, employment and volunteer activities. The Police Department has been providing fingerprinting and background services in this manner since 2010, when submission of inked fingerprints for background checks was phased out.

REASON WHY LEGISLATION IS NEEDED:

This agreement is a revision from the Attorney General's office. Approval will allow the police department to continue providing background check services for another three years.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

This service generates a slight revenue for each transaction. The city is billed by the Attorney General's office for each records check as follows: BCI - \$22.00, FBI - \$24.00, BCI&FBI - \$46.00. The city charges \$35.00 for each individual check (BCI, FBI) and \$60.00 for each BCI&FBI check.

POLICY CHANGES:

N/A

PRESENTER(S):

Bruce Pijanowski, Police Chief

RECOMMENDATION:

Approval

ATTACHMENT(S)

Agreement for National Webcheck Program Services and Equipment

ORDINANCE NO. 16-39

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL'S OFFICE TO CONTINUE PROVIDING NATIONAL WEBCHECK BACKGROUND CHECK SERVICES.

WHEREAS, the City of Delaware currently provides National Webcheck services to the public and;

WHEREAS, the City of Delaware wishes to continue providing National Webcheck background check services.

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

SECTION 1. That the City Manager is hereby authorized to sign the Agreement for National Webcheck Program Services and Equipment.

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



MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★



Bureau of Criminal Investigation
Quality Assurance Unit
Office 740-845-2113
Fax 740-845-2633

1560 St. Rt. 56 SW
London, OH 43140
www.OhioAttorneyGeneral.gov

Dear WebCheck Agency,

The Ohio Attorney General's legal department has recently revised the Agreement for National WebCheck® Program Services and Equipment form. Therefore, this will require your agency to complete the revised attached agreement. **Please return to the Quality Assurance Unit at BCI as soon as possible.** The completed agreement can be faxed or emailed to my attention. Feel free to contact me if you have any further questions.

Thanking you in advance for your prompt attention in this matter.



Kim Foster

Administrative Secretary
Civilian Quality Assurance
Phone 740-845-2113
Fax 866-912-7118

Agency code - GGI249

**AGREEMENT
FOR NATIONAL WEBCHECK®
PROGRAM SERVICES AND EQUIPMENT**

This Agreement (“Agreement”) between the Ohio Attorney General (“Attorney General”), which oversees the Bureau of Criminal Investigation (“BCI”), and _____ (“Agency”) is effective on the latest date of signature below, and identifies the terms, conditions, duties, and responsibilities of each party regarding the National WebCheck® (“WebCheck”) program and equipment. The Agreement also ensures that the information received from the Attorney General is used appropriately by Agency and within the requirements of the Ohio Revised Code, the Ohio Administrative Code, and Federal laws and regulations.

I. Purpose

Under Ohio law, persons in various occupations and volunteer roles must obtain criminal background checks in order to be eligible for licensing, employment and volunteer activities. Such criminal background checks are available through the WebCheck services administered by the Attorney General, through BCI. This Agreement sets forth the terms and conditions under which Agency may obtain and disseminate criminal background check information through WebCheck services.

II. Basic Agency Responsibilities

- A. Agency must procure WebCheck equipment from a vendor that has been certified by BCI as an approved provider and maintain the equipment as directed by the vendor.
- B. Agency agrees to comply with any and all monitoring requests made by the Attorney General in a timely and complete manner.
- C. Agency agrees to comply with any and all training requirements set forth by the Attorney General. Agency’s participation in an initial training will be required before Agency will be granted access to the WebCheck services.

III. Agency Responsible for Full and Timely Payment of Fees to Be Charged by Attorney General

- A. To ensure full and prompt payment, Agency agrees to make fee payments to the Attorney General using commercially reasonable payment methods as directed by the Attorney General. Such methods may include, without limitation, payments via Automated Clearing House (“ACH”) or other electronic payment method. Notice of any changes in the required payment methods shall be provided pursuant to Section XI.
- B. Attorney General shall submit invoices to Agency as follows:
Agency: _____
Address: _____

Attn: _____

- C. Absent more specific requirements provided by the Attorney General, the Attorney General will issue a monthly invoice to Agency and payments shall be made pursuant to this Section. Agency understands that failure to pay the Attorney General the appropriate criminal background check fees within 30 days after an invoice is issued by the Attorney General may result in termination of access to WebCheck services. Agency also understands that a fee of \$35.00 may be charged to the Agency to reinstate access to WebCheck services after the delinquent account is paid in full.
- D. If payment is not received within 75 days after an invoice is issued, Agency shall be in default and the Attorney General may exercise all legal rights and remedies as set forth in Paragraph X below. Interest owed for such non-payment of fees shall accrue at the rate set forth in Ohio Revised Code Sections 131.02, 5703.47, and 126.30 as applicable.
- E. Agency shall pay the following fees for criminal background checks:
 - a. The fee set forth in Ohio Administrative Code 109:5-1-01, as it may be amended from time to time, for a background check of BCI records; and
 - b. \$24.00 for a background check of FBI records.
- F. The Attorney General may increase the fees charged for background checks of BCI and/or FBI records at any time prior to Agency conducting a background check, and upon notice to Agency.

IV. Restrictions on Dissemination of WebCheck Information

- A. The parties acknowledge that access to computerized criminal history (“CCH”) information is governed by both state and federal statutes. Any violation of these statutes and/or the dissemination restrictions set forth in this Section will constitute a default for which the Attorney General may immediately terminate Agency’s direct and indirect use of and access to WebCheck services.
- B. Dissemination of the FBI CCH must be limited to the following:
 - a. Criminal justice and governmental non-criminal justice agencies.
 - b. Pursuant to 28 USC §534, Pub. L. 92-544, CCH information must not be disseminated to a third party organization.
 - c. The CCH information must not be used for any purpose other than outlined in 28 USC §534, Pub. L. 92-544 or Ohio Revised Code statutes approved by the U.S. Attorney General.
- C. Dissemination of the BCI CCH must be limited to the following:
 - a. The information must not be used for any purpose other than authorized in R.C. 109.572 and related Ohio Revised Code statutes.
 - b. The information may only be released to the individual/organization authorized on the BCI waiver for release of criminal history information. It is not permissible for the Agency to copy and distribute the results of a criminal history background check to multiple organizations.

V. Compliance with Civilian Background Check Requirements

- A. Agency must comply with all civilian background check requirements included in Ohio law and the Ohio Civilian Background Check Training Manual published by the Ohio Attorney General.
- B. Agency understands that an FBI background check does not replace a BCI background check and may be done only when authorized by an approved Pub. L. 92-544 state statute. A background BCI

check must be completed for every individual requiring a background check for employment purposes.

- C. Agency understands that failure to adhere to any requirement set forth in this Agreement may result in termination of WebCheck services. It is further understood that additional training and/or a \$35.00 reinstatement fee may be required to restore access to WebCheck services.

VI. Duty to Maintain Accurate, Auditable Records of Transactions

The Agency agrees that BCI's Quality Assurance Unit may audit all WebCheck transactions submitted by Agency. The Agency hereby agrees to keep accurate, auditable records of each WebCheck transaction for at least one (1) year following each transaction. The Agency also agrees to allow BCI employees access to this information during normal business hours.

VII. Prohibition against Unauthorized or Inappropriate Use of WebCheck Information

Agency agrees that unauthorized use of computerized criminal history information is in violation of state and/or federal law and can lead to criminal charges. If Agency is a non-criminal justice agency, Agency acknowledges that applicants for positions in their organizations may authorize access to their criminal history records for the use of that specific agency only as described in Section VIII below. Inappropriate use or dissemination of computerized criminal history information will result in termination of Agency's access to WebCheck services. Further, Agency understands that misuse or falsification of information transmitted and received through the WebCheck program may result in criminal felony charges being filed.

VIII. Rights and Responsibilities Concerning Employee Access to WebCheck Information

- A. The Agency shall not permit an individual to access, disseminate or otherwise use WebCheck information if that individual has ever been convicted of:
 - a. A felony; and/or
 - b. Any other crime involving theft, deceit, fraud or other act of moral turpitude.
- B. If Agency is a private, non-government agency, Agency agrees that, prior to permitting an individual to access, disseminate or otherwise use National WebCheck information, Agency shall conduct, at its own expense, a BCI background check on that individual.

IX. Term and Termination

- A. This Agreement will be effective beginning on the latest date of signature below. Either party may terminate this Agreement for any reason after providing three (3) days written notice to the other party. Otherwise, this Agreement will terminate three (3) years from the effective date.
- B. This Agreement cannot be transferred by Agency. If Agency transfers its equipment to another party, this Agreement will terminate automatically.

X. Default and Immediate Termination

The Agency's failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement shall constitute a default for which the Attorney General may immediately and without notice terminate this Agreement and Agency's use of and access to WebCheck services. The Attorney General shall also have the right to pursue any and all other remedies against Agency for failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement.

XI. Communications, Approval and Notices

Any communications, approvals and notices that must be made to or by the parties pursuant to this Agreement shall be made in writing using the addresses set forth below.

XII. Entire Agreement

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

XIII. Facsimile Signatures

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

(Agency name)

By: _____

Name: _____

Title: _____

Date: _____

Contact Name: _____

Address: _____

E-mail: _____

Telephone: _____

FAX: _____

FED TAX ID NO: _____

AGENCY ID NO: _____

Type: Government Non-Government
 Other _____

OHIO ATTORNEY GENERAL

By: _____

Rickeya Franklin

Director of Identification, BCI

Date: _____

BCI
Attn: Civilian Quality Assurance
PO Box 365
London, OH 43140

E-mail: NationalWebcheck@ohioattorneygeneral.gov

Telephone: 740-845-2113

FAX: 866-912-7118

If your Agency operates more than one National WebCheck system under the same agency ID please list the contact person, phone number and address of each location (attach a separate sheet if necessary).

Contact Name: _____

Phone Number: _____

E-mail address: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Phone Number: _____

E-mail address: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Phone Number: _____

E-mail address: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Phone Number: _____

E-mail address: _____

Address: _____

City, State, Zip Code: _____



FACT SHEET

AGENDA ITEM NO: 15

DATE: 5/9/16

ORDINANCE NO: 16-40

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 MILLBROOK SECTION 2 CONSISTING OF 40 SINGLE FAMILY LOTS ON 10.26 ACRES ZONED R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) LOCATED ON RIDGEFIELD DRIVE AND ELLIOT ROAD.

BACKGROUND:

This development dates back to the late 1990's known as Willowbrook Farms which consisted of a variety of uses and areas including developments now known as Adalee Park, Braddington Commons and Millbrook and is located essentially between Carson Farms and Lehner Woods with the Preliminary Development Plan approved in 1999 (Ordinance 99-76). In 2001, the Final Development Plan and Final Subdivision Plat for Phase 1 Section 1 and Phase 2 Section 1 for Millbrook was approved by City Council (Ordinances 01-107 and 01-108 respectively). Then in 2004, City Council approved the Final Subdivision Plat for Section 2 of Millbrook (Ordinance 04-146) which was subsequently extended in 2008. With the recession, the development went dormant for several years and now the developer is proposing to finally construct the last section of the subdivision. The subject development would consist of 40 single family lots on 10.26 acres.

The access to Section 2 from the south would be from Cobblestone Drive through Elliot Road and Ridgewood Drive and from the north from Merriston Circle. The lots would be a minimum 62 feet wide with most lots being 65 feet

wide and ranging in size from 0.178 acres (7,753 square feet) to 0.235 acres (10,236 square feet). The front yard setbacks are 25 feet, the rear yard setbacks are 30 feet and the side yard setbacks total 15 feet with one side not less than 6 feet. Per the approved and subsequently expired Final Subdivision Plat in 2004, the minimum one story house is 1,400 square feet and two story house is 1,800 square feet. Also to comply with the base zoning code, all the corner lots would be oversized by 30% from the base lot size. All the houses would have to achieve compliance with Chapter 1171.08 Residential Development Design Criteria and Performance Standards which requires: 1.) 25% of the front elevation shall be natural materials; 2.) Minimum 4 inch window trim; 3.) Minimum 8 inch overhangs and return soffit; 4.) Upgraded vinyl siding; 5.) Minimum roof pitch of 6:12; and 6.) Achieve compliance with minimum landscape standards.

In addition, there is 0.891 acres of open space located in the extreme northeastern corner of the subdivision located just south of the existing bike path that separates Millbrook Section 1 Phase 2 and Section 2 and abuts the large City owned Carson Farms Park. The subject open space, bike path and landscaping shall be maintained by the HOA with an easement to the City for public use and for the public to the use the bike path which exists. Also, any tree removal would require compliance with Chapter 1168 Tree Preservation Regulations. Furthermore, the landscape and lighting plans would require Shade Tree Commission and Chief Building Official approval respectively.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Section 1111.00 Platting of the zoning code.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 7-0 on May 4, 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. 16-40

AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR MILLBROOK SECTION 2 CONSISTING OF 40 SINGLE FAMILY LOTS ON 10.26 ACRES ZONED R-3 (ONE-FAMILY RESIDENTIAL DISTRICT) LOCATED ON RIDGEFIELD DRIVE AND ELLIOT ROAD.

WHEREAS, the Planning Commission at its meeting of May 4, 2016 recommended approval of a Final Subdivision Plat for Millbrook Section 2 consisting of 40 single family lots on 10.26 acres zoned R-3 (One-Family Residential District) located on Ridgefield Drive and Elliot Road (2016-1011), 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 Millbrook Section 2 consisting of 40 single family lots on 10.26 acres zoned R-3 (One-Family Residential District) located on Ridgefield Drive and Elliot Road, 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 lots and houses shall comply with the minimum bulk and setback requirements per the plat.
3. The minimum house size for a one story house shall be 1,400 square feet and 1,800 square feet for a two-story house per the approved Preliminary Development Plan.
4. The single family houses shall comply with the minimum architectural standards per Chapter 1171.08 Residential Development Design Criteria and Performance Standards.
5. A street tree plan shall be submitted, reviewed and approved by the Shade Tree Commission.
6. Any trees removed in the construction in Section 2 shall be replaced per the Chapter 1168 Tree Preservation Regulations.
7. The subject open space, bike path and landscaping shall be maintained by the HOA with an easement to allow for public use.
8. The street lighting plan shall be submitted, reviewed and approved by the Chief Building Official and achieve compliance with all zoning requirements.

9. Within 30 days of City Council approval all of the mowing and landscaping, including mulching and weeding and painting of the fence shall be installed and maintained in perpetuity on the Medrock LLC., property located on the west side of South Houk Road and extending west on West William Street shall be completed or no housing permits on the Millbrook Section 2 Final Subdivision Plat (2016-1011) shall be issued until said work is completed and inspected by the City.

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: 2016-1011
REQUEST: Final Subdivision Plat
PROJECT: Millbrook Section 2
MEETING DATE: May 4, 2016

APPLICANT/OWNER

Medrock LLC
3895 Stonebridge Lane
Dublin, Ohio 43017

REQUESTS

2016-1011: A request by Medrock LLC., for approval of a Final Subdivision Plat for Millbrook Section 2 consisting of 40 single family lots on 10.26 acres zoned R-3 (One-Family Residential District) located on Ridgefield Drive and Elliot Road.

PROPERTY LOCATION & DESCRIPTION

The subject parcel is located north of Cobblestone Drive, south of Merriston Circle, east of South Houk Road and west of Canal Street. The zoning to the north, south and east is R-3 while the zoning to the west is R-6 (Multi-Family Residential District).

BACKGROUND/PROPOSAL

This development dates back to the late 1990's known as Willowbrook Farms which consisted of a variety of uses and areas including developments now known as Adalee Park, Braddington Commons and Millbrook and is located essentially between Carson Farms and Lehner Woods with the Preliminary Development Plan approved in 1999 (Ordinance 99-76). In 2001, the Final Development Plan and Final Subdivision Plat for Phase 1 Section 1 and Phase 2 Section 1 for Millbrook was approved by City Council (Ordinances 01-107 and 01-108 respectively). Then in 2004 City Council approved the Final Subdivision Plat for Section 2 of Millbrook (Ordinance 04-146) which was subsequently extended in 2008. With the recession, the development went dormant for several years and now the developer is proposing to finally construct the last section of the subdivision. The subject development would consist of 40 single family lots on 10.26 acres.

STAFF ANALYSIS

- **ZONING:** The subject residential subdivision is permitted in the R-3 zoning district and would require Final Subdivision Plat approval by the Planning Commission and City Council.
- **ENGINEERING** The Applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on a technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND TRAFFIC:** The access to Section 2 from the south would be from Cobblestone Drive through Elliot Road and Ridgewood Drive and from the north from Merriston Circle. All the subdivision streets would have to be constructed to public standards and achieve compliance with the minimum engineering requirements.
- **SITE LAYOUT:** The developer is proposing 40 single family lots on 10.26 acres with lots being a minimum 62 feet wide with most lots being 65 feet wide and ranging in size from 0.178 acres (7,753 square feet) to 0.235 acres (10,236 square feet). The front yard setbacks are 25 feet, the rear yard setbacks are 30 feet and the side yard setbacks total 15 feet with one side not less than 6 feet. Per the approved and subsequently expired Final Subdivision Plat in 2004, the minimum one story house is 1,400 square feet and two story house is 1,800 square feet. Also to comply with the base zoning code, all the corner lots would be oversized by 30% from the base lot size.
- **DESIGN:** All the houses would have to achieve compliance with Chapter 1171.08 Residential Development Design Criteria and Performance Standards which requires: 1.) 25% of the front elevation shall be natural materials; 2.) Minimum 4 inch window trim; 3.) Minimum 8 inch overhangs and return soffit; 4.) Upgraded vinyl siding; 5.) Minimum roof pitch of 6:12; and 6.) Achieve compliance with minimum landscape standards.
- **PARKLAND AND OPEN SPACE:** There is 0.891 acres of open space located in the extreme northeastern corner of the subdivision located just south of the existing bike path that separates Millbrook Section 1 Phase

2 and Section 2 and abuts the large City owned Carson Farms Park. The subject open space, bike path and landscaping shall be maintained by the HOA with an easement to the City for public use and for the public to use the bike path which exists.

- **LANDSCAPING PLAN:** The street tree planting plan is required to be submitted, reviewed and approved by the Shade Tree Commission.
- **BIKE PATHS AND PEDESTRIAN ROUTES:** As mentioned earlier, an existing bike path is constructed along the northern portion of the Section 2 that connects to the City bike path network. Also, sidewalks would be provided on both sides of all public streets in Section 2.
- **TREE PRESERVATION:** Any trees removed in the construction of Section 2 would have to be replaced per the Chapter 1168 Tree Preservation Regulations.
- **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 – (2016-1011 FINAL SUBDIVISION PLAT)

Staff recommends approval of a request by Medrock LLC., of a Final Subdivision Plat for Millbrook Section 2 consisting of 40 single family lots on 10.26 acres zoned R-3 (One-Family Residential District) located on Ridgefield Drive and Elliot Road, with the following conditions that:

1. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. The lots and houses shall comply with the minimum bulk and setback requirements per the plat.
3. The minimum house size for a one story house shall be 1,400 square feet and 1,800 square feet for a two-story house per the approved Preliminary Development Plan.
4. The single family houses shall comply with the minimum architectural standards per Chapter 1171.08 Residential Development Design Criteria and Performance Standards.
5. A street tree plan shall be submitted, reviewed and approved by the Shade Tree Commission.
6. Any trees removed in the construction in Section 2 shall be replaced per the Chapter 1168 Tree Preservation Regulations.
7. The subject open space, bike path and landscaping shall be maintained by the HOA with an easement to allow for public use.
8. The street lighting plan shall be submitted, reviewed and approved by the Chief Building Official and achieve compliance with all zoning requirements.

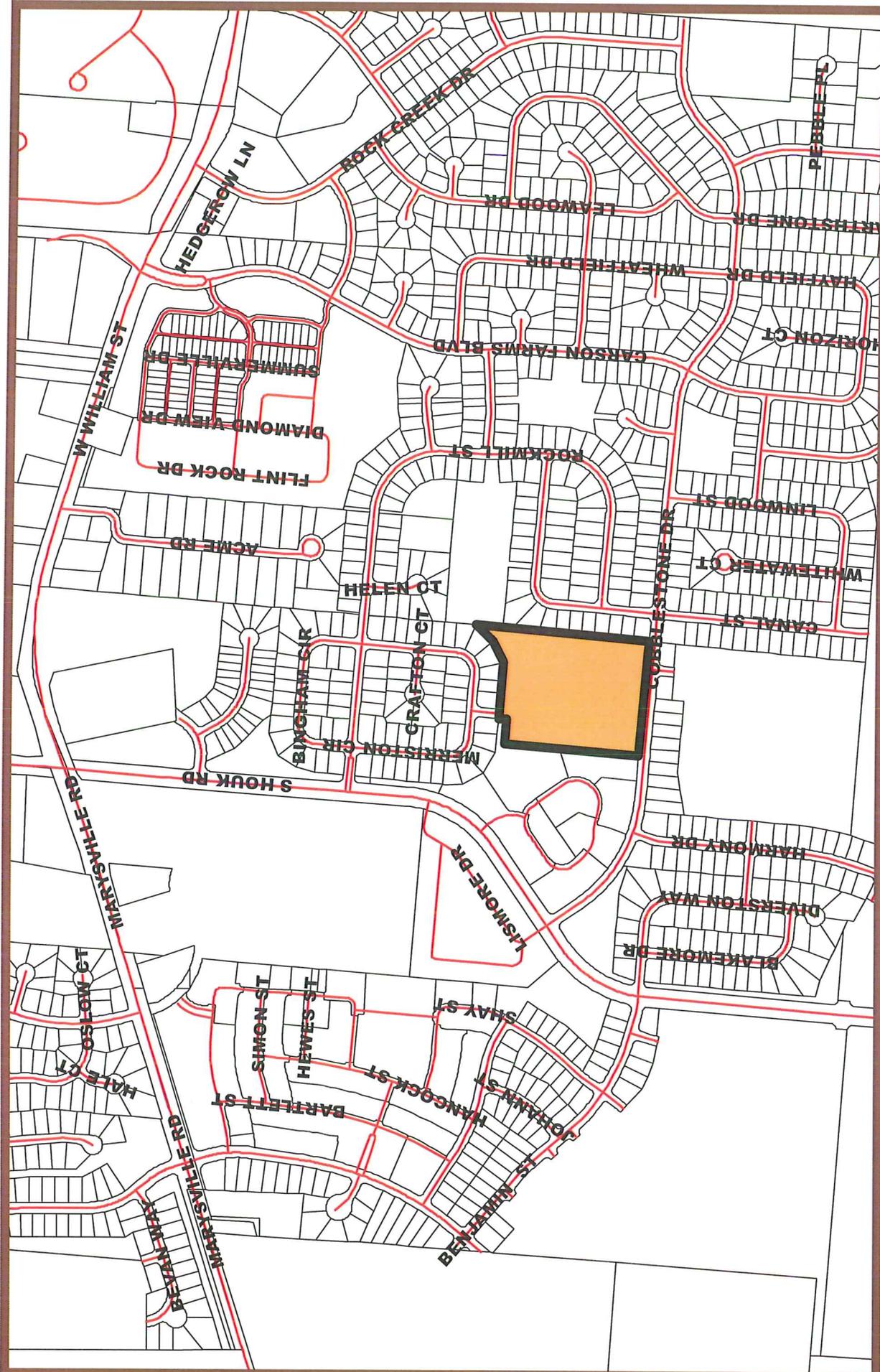
COMMISSION NOTES:

CASE NUMBER: 2016-1011
MEETING DATE: May 4, 2016
PAGE: Page 3 of 3

MOTION: _____ 1st _____ 2nd approved denied tabled _____

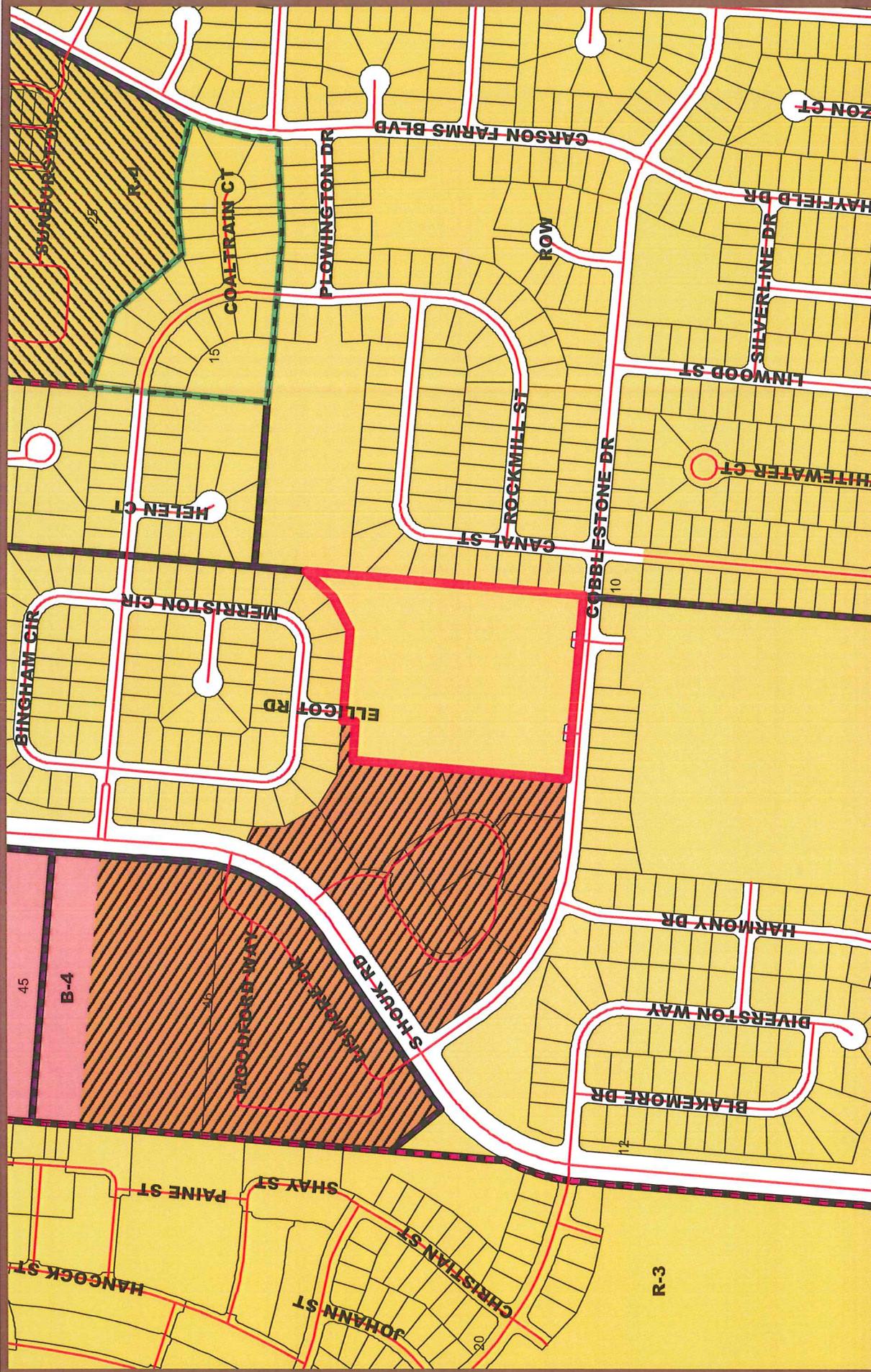
CONDITIONS/MISCELLANEOUS:

FILE:
ORIGINAL:
REVISED: 4/29/16



2016-1011
 Final Subdivision Plat
 Millbrook Section 2
 Location Map





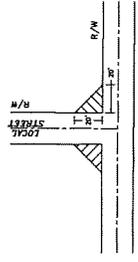
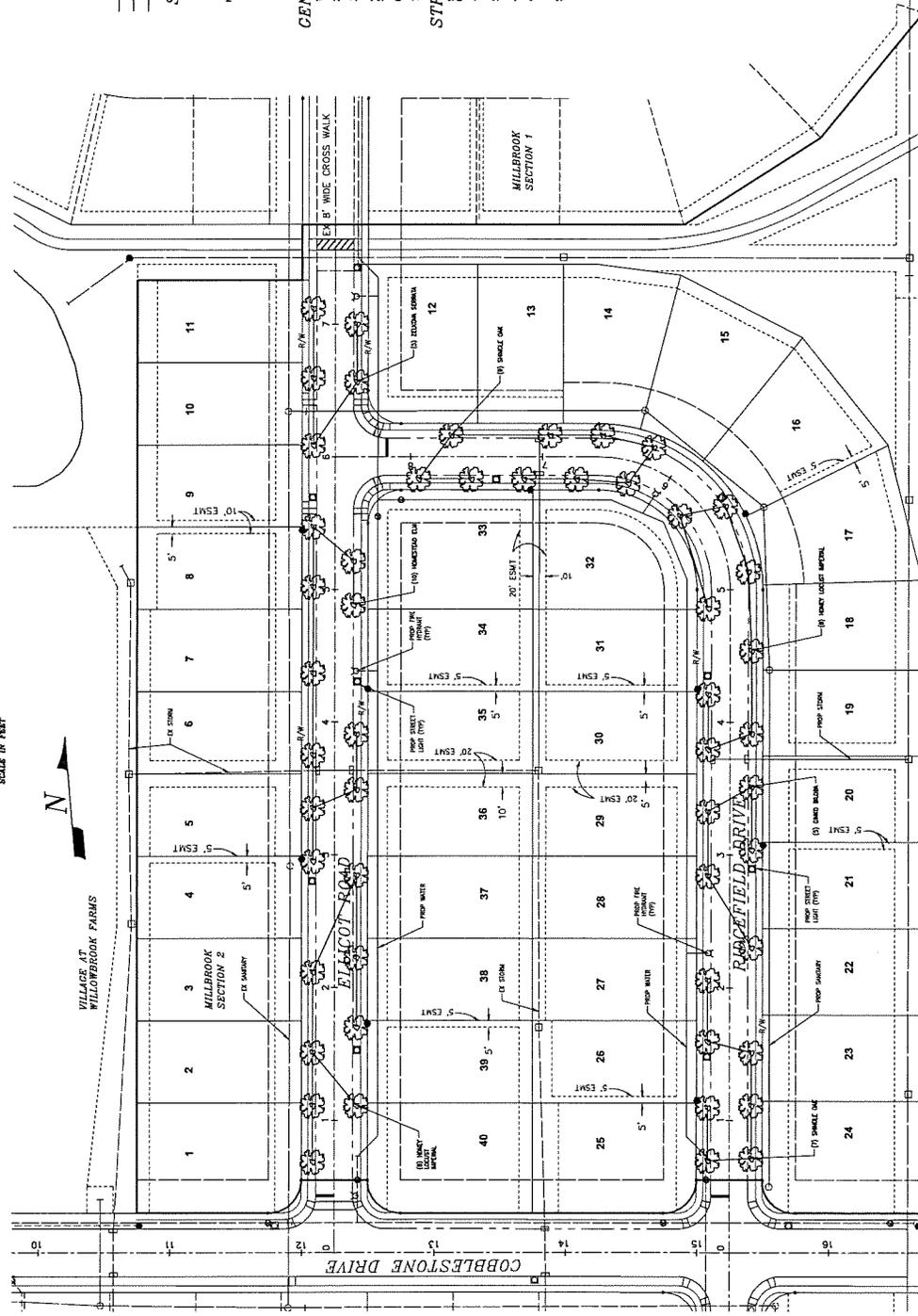
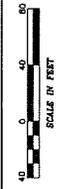
2016-1011
 Final Subdivision Plat
 Millbrook Section 2
 Zoning Map





2016-1011
Final Subdivision Plat
Millbrook Section 2
Aerial (2013)





SIGHT TRIANGLE DETAIL
NOT TO SCALE

NOTES:
 NO STREET TREES ARE TO BE PLANTED IN THE SIGHT TRIANGLE PER CITY OF DELAWARE ZONING CODE SECTION 1149.06.
 NO STREET TREES ARE TO BE PLANTED WITHIN 10' OF FIRE HYDRANTS RWD-332
 STREET TREES ARE TO BE PLANTED PER RWD-10.3, RWD-331 AND RWD-332

GENERAL NOTES:

1. TREES SHALL BE LIMITED TO SPECIES CHARACTERIZED AS HARDY, LONG-LIVED AND SUITABLE TO THE CLIMATE OF THE CITY OF DELAWARE.
2. TREE SPECIES SHALL BE LIMITED TO SPECIES CHARACTERIZED AS HARDY, LONG-LIVED AND SUITABLE TO THE CLIMATE OF THE CITY OF DELAWARE.
3. TREE LOCATIONS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY THE CITY OF DELAWARE.
4. CONTRACTOR SHALL SEE TO SOO ALL AREAS DISTURBED DURING CONSTRUCTION AND RESTORE THEM TO ORIGINAL CONDITION OR BETTER.
5. CONTRACTOR SHALL ADJUST TREE LOCATIONS AS NECESSARY TO AVOID UTILITIES AND STRUCTURES.
6. CONTRACTOR TO SLIGHTLY ADJUST TREE LOCATIONS AS NECESSARY TO AVOID UTILITIES AND STRUCTURES.
7. TREES SHALL BE SELECTED FROM REGIONAL NURSERY GROWERS.

STREET TREES:

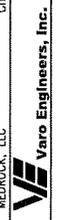
- STREET TREES ARE TO BE PLANTED IN ACCORDANCE OF CITY OF DELAWARE ZONING CODE CHAPTER 1166
1. TREES SHALL BE LIMITED TO SPECIES CHARACTERIZED AS HARDY, LONG-LIVED AND SUITABLE TO THE CLIMATE OF THE CITY OF DELAWARE.
 2. TREE SPECIES SHALL BE LIMITED TO SPECIES CHARACTERIZED AS HARDY, LONG-LIVED AND SUITABLE TO THE CLIMATE OF THE CITY OF DELAWARE.
 3. TREE LOCATIONS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY THE CITY OF DELAWARE.
 4. CONTRACTOR SHALL SEE TO SOO ALL AREAS DISTURBED DURING CONSTRUCTION AND RESTORE THEM TO ORIGINAL CONDITION OR BETTER.
 5. CONTRACTOR SHALL ADJUST TREE LOCATIONS AS NECESSARY TO AVOID UTILITIES AND STRUCTURES.
 6. CONTRACTOR TO SLIGHTLY ADJUST TREE LOCATIONS AS NECESSARY TO AVOID UTILITIES AND STRUCTURES.
 7. TREES SHALL BE SELECTED FROM REGIONAL NURSERY GROWERS.

LEGEND

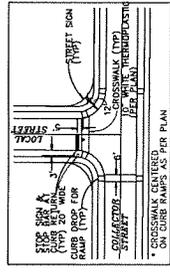
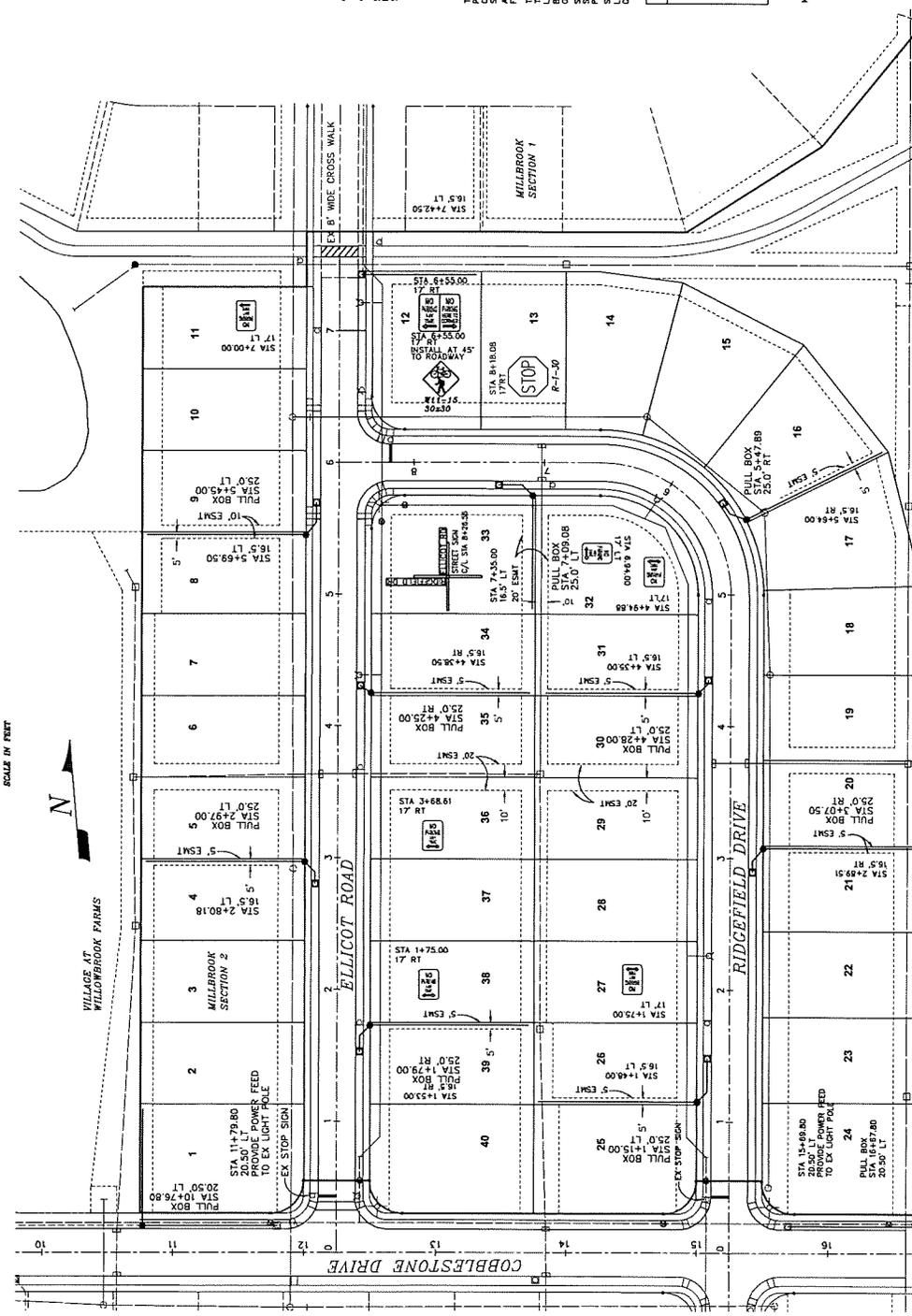
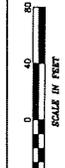
- (Symbol: Tree) PROPOSED SPECIES TREE (1-1/2" MIN CALIPER AT TIME OF PLANTING)

PRELIMINARY
NOT FOR CONSTRUCTION

REV/DATE	CHK/APPR	PLAN RELEASE STATUS	DATE	BY	PROJECT	SCALE	DATE	BY
1	W/UNT/ES	LIST CITY INSPECTOR SET	04/12/18	W/UNT	STREET TREE PLAN	1" = 40'	04/12/18	W/UNT
MILLBROOK SECTION 2 STREET, STORM & WATER IMPROVEMENTS			CITY OF DELAWARE, OHIO		113553TR		A	
MEDROCK, LLC			CITY OF DELAWARE, OHIO		113553TR		A	



Varo Engineers, Inc.



TYPICAL SIGNAGE AT INTERSECTIONS
NOT TO SCALE

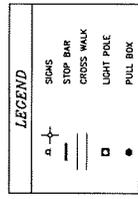
NOTES: FOR CURB RAMP LOCATIONS AND DETAILS SEE ROWD-19-5 FOR PAVEMENT MARKING, SIGNAGE, AND LIGHTING CONTRACTS. SEE SHEET 3.

SIGNAGE NOTES

ALL SIGNAGE TO BE INSTALLED PER IDOT STANDARD DRAWING TC 41-20
ALL STREET NAME SIGNS SHALL BE PER ROWD-36-0
SIGN POSTS OTHER THAN STREET NAME SIGN POSTS SHALL BE NO. 3 GALVANIZED
STEEL WITH LIGHTING CABLE AND CONDUITS AS SHOWN IN DETAIL D-1
SUPPLEMENTAL SPECIFICATION 1030 FOR M AND DETAIL D-1

STREET LIGHTING NOTES

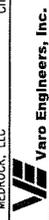
THE CONTRACTOR SHALL INSTALL STREET LIGHTS AT THE LOCATIONS SHOWN ON THE
DRAWING. LIGHTING CABLE AND CONDUITS TO BE PROVIDED BY THE CONTRACTOR
IN ACCORDANCE WITH THE SPECIFICATIONS AND THE CITY OF DELAWARE
STANDARD DRAWING TC 41-20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS FROM THE CITY ENGINEER.
TRENCH BACKFILL SHALL BE EARTH, FREE OF DEBRIS AND ROCKS, UP TO THE WARNING
TAPE ABOVE THE WARNING TAPE THE BACKFILL SHALL BE FREE OF DEBRIS, AND ROCKS
TO BE IMBEDDED IN SAND 3 INCHES (MINIMUM) THICK, BELOW, ABOVE AND ON EACH SIDE
OF IT. THE MINIMUM TRENCH WIDTH SHALL BE 6 INCHES. THE GRADING PLAN AND FOR
STREET LIGHTS SHALL BE INSTALLED IN AREAS WHERE UNDERGROUND CABLE, POLE BASES, TRANSFORMERS OR
PEDESTALS ARE TO BE INSTALLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE
LOCATION OF THE POWER COMPANY'S PEDESTAL/TRANSFORMER. LOCATIONS SHALL BE
COORDINATED WITH AMERICAN ELECTRIC POWER CO. AT THE TIME OF CONSTRUCTION.



NOTE: ALL PAVEMENT MARKINGS ARE TO BE WHITE UNLESS OTHERWISE
SPECIFIED. ALL SIGNING SHALL BE PER NEW 444 TRANSPORTIC.

**PRELIMINARY
NOT FOR CONSTRUCTION**

REV/DATE	CHKD/APPR	PLAN RELEASE STATUS	DATE	BY	APPD	DATE	BY
A	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
B	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
C	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
D	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
E	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
F	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
G	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
H	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
I	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
J	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
K	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
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M	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
N	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
O	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
P	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
Q	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
R	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
S	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
T	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
U	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
V	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
W	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
X	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
Y	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B
Z	1/1/13	FOR REVIEW	1/1/13	11355/LT	1/1/13	11355/LT	B



Varo Engineers, Inc.

THE LIGHTING, SIGNAGE & STRIPING PLAN
MILLBROOK SECTION 2 STREET, STORM & WATER IMPROVEMENTS
MILLBROOK, OHIO
CITY OF DELAWARE, OHIO
MEDROCK, LLC



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



Project # _____

Case # 2016-1011 FSP

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 MILLBROOK SECTION 2 Address _____

Acreage 10.26 Square Footage _____ Number of Lots 40 Number of Units 40

Zoning District/Land Use R-3 Proposed Zoning/Land Use R-3 Parcel # 519-330-02-031-000

Applicant Name VARO ENGINEERS, INC Contact Person LENELL SNIÉCHOWSKI, P.E.

Applicant Address 2751 TULLER PKWY, DUBLIN, OH 43017

Phone 614-459-0424 x-124 Fax 614-442-2750 E-mail lsniechowski@varoeng.com

Owner Name MEDROCK, LLC Contact Person RONALD SABATINO

Owner Address 3895 STONERIDGE LANE, DUBLIN, OH 43017

Phone 614-923-4000 Fax 614-923-4000 E-mail rsabatino@ctrprop.com

Engineer/Architect/Attorney VARO ENGINEERS, INC Contact Person LENELL SNIÉCHOWSKI, P.E.

Address 2751 TULLER PKWY, DUBLIN, OH 43017

Phone 614-459-0424 x-124 Fax 614-442-2750 E-mail lsniechowski@varoeng.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

P. RONALD SABATINO
Owner Printed Name

[Signature]
Agent Signature

LENELL SNIÉCHOWSKI
Agent Printed Name

Sworn to before me and subscribed in my presence this 12th day of April, 2016



LINDSAY M HARRIS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 04-02-20

[Signature]
Notary Public

APR 15 2016



FACT SHEET

AGENDA ITEM NO: 16

DATE: 5/9/16

ORDINANCE NO: 16-41

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 AN EXTENSION TO THE FINAL DEVELOPMENT PLAN FOR PHASE 1 OF STOCKDALE FARMS SUBDIVISION CONSISTING OF 60 SINGLE FAMILY LOTS ON 44.74 ACRES LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS AND ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL WITH A PLANNED MIXED USE OVERLAY DISTRICT).

BACKGROUND:

The subject development has an extensive zoning history that spans from August 2003 to May 2015 that included several revisions to the plan along with several development plan and plat extensions. Now the applicant is requesting an extension of the Final Development Plan and Final Subdivision Plat for Phase 1 of Stockdale Farms which was approved in May 2015. The applicant is requesting the extension for the following reasons: 1). Issues with the County involvement on Braumiller Road improvements which are cost prohibitive; 2). Issues with topography that require more research and are cost prohibitive; 3). Offsite improvements that are financially too large for LYH to absorb; 4). Stockdale Farms is listed for sale to other developers that may be able to absorb costs as the end user. The overall size of the community will take time to find a suitor large enough. In addition, the applicant is requesting a two year extension instead of the typical one year extension.

Not only has the developer not started construction of Phase 1 of Stockdale Farms but they do not have any on-site construction (engineering) drawings approved by the City and only a portion of the off-site construction drawings are approved. The off-site sanitary drawings are approved by the City but the off-site roadway drawings have not been approved by the City or County.

Anytime a development plan or subdivision plat is extended Staff is concerned. However, this is a very good plan that not only takes into account the natural features of the property but also provides a higher-end residential project in the City, which in turn increases the diversity of the housing stock. The proposal still meets all requirements of the Zoning Code and Subdivision Regulations. With the development and financial issues that the applicant has experienced, Staff is in support of these extensions. However, consistent with the clear direction and action taken by both the Planning Commission and City Council on other similar requests, Staff recommends the extension be for one year.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Section 1129.06(j)(3) Final Development Plan Extension requirements of the zoning code.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 7-0 on May 4, 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. 16-41

AN ORDINANCE APPROVING AN EXTENSION TO THE FINAL DEVELOPMENT PLAN FOR PHASE 1 OF STOCKDALE FARMS SUBDIVISION CONSISTING OF 60 SINGLE FAMILY LOTS ON 44.74 ACRES LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS AND ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL WITH A PLANNED MIXED USE OVERLAY DISTRICT).

WHEREAS, the Planning Commission at its meeting of May 4, 2016 recommended approval of an Extension to the Final Development Plan for Phase 1 of Stockdale Farms Subdivision consisting of 60 single family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2 PMU (One-Family Residential with a Planned Mixed Use Overlay District) (2016-0984), and

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

SECTION 1. That the Extension to the Final Development Plan for Phase 1 of Stockdale Farms Subdivision consisting of 60 single family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2 PMU, is hereby confirmed, approved, and accepted with the following conditions that:

1. All previous approval conditions remain in full force and effect which are:
 - a. 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.
 - b. A second access point to the subdivision along Braumiller Road shall be required after 60 lots are developed (during Phase 2 per submitted plans) or per the City Engineer for safety considerations.
 - c. A \$1,000 per dwelling unit transportation contribution fee shall be collected with each building permit for needed area transportation improvements.
 - d. For each single family house, a \$500 fee shall be paid for each single-family lot at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations.

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



PLANNING COMMISSION / STAFF REPORT

CASE NUMBERS: 2016-0984 & 0985

REQUEST: Final Dev Plan & Final Sub Plat Extension

PROJECT: Stockdale Farms Phase 1

MEETING DATE: May 4, 2016

APPLICANT/OWNER

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

BACKGROUND

2016-0984: A request by LYH, LLC for approval of an extension to the approved Final Development Plan for Phase 1 of Stockdale Farms Subdivision consisting of 60 single family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2 PMU (One-Family Residential with a Planned Mixed Use Overlay District).

2016-0985: A request by LYH, LLC for approval of an extension to the approved Final Subdivision Plat for Phase 1 of Stockdale Farms Subdivision consisting of 60 single family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2 PMU (One-Family Residential with a Planned Mixed Use Overlay District).

PROPERTY LOCATION & DESCRIPTION

The subject development is located at the northeast corner of Braumiller and Pollock Roads and encompasses 158.2 acres in total. The zoning of the subject development is R-2 PMU (One-Family Residential with a Planned Mixed Use Overlay District). The surrounding zoning is A-1 (Agricultural District) in the City to the north and south and township zoning to the north, south, east and west.

BACKGROUND

The Stockdale Farms has an extensive zoning history which is as follows:

1. In August of 2003, a Preliminary Development Plan and Preliminary Subdivision Plat for Stockdale Farms were approved by City Council for 387 units (an overall density of 2.47 dwelling units per acre) as proposed by Toll Brothers, a nationwide custom home builder.
2. In 2004 and 2005, both the Planning Commission and City Council approved one year extensions to prevent the approved plat and plan from expiring. Since the original approval and subsequent expirations, Toll Brothers, for various reasons, left the central Ohio market and thereby abandoned the Stockdale Farms project.
3. In August of 2005, LYH LLC., received approval of an Amended Preliminary Development Plan. The plan included 200 single-family lots, 102 condominium units and 68 cluster units for a total of 370 units (an overall subdivision density of 2.34 dwelling units per acre). Overall 17 dwelling units were removed from the previously approved plat and plan. Additional modifications, were related to the fact the 2003 approved plan did not contemplate the preservation of two east-west streams on the east side of the development. As previously approved these streams were to be filled. The Army Corp of Engineers would require significant fees for the mitigation of filling those streams. Also, the previously approved plan did not take as much advantage of the existing topography as could be taken. It was the goal of the Applicant to minimize the amount of grading of the site, and utilize the two streams as amenities. As a result several changes were made to the layout of the site, primarily to the eastern half.
4. In December 2011, City Council extended the above mentioned Preliminary Development Plan (Ordinance 11-103) with an expiration date of December 31, 2013. The extension was allowed as an acknowledgement of the sluggish housing market and the mounting difficulties that developers and home builders were facing as a result.
5. In April 2014, the Planning Commission and City Council approved a Rezoning, Conditional Use Permit, Preliminary Development Plan and Preliminary Subdivision Plat (Ordinances 14-24 thru 27). The revised plan included 323 single family units with 245 single family lots and 78 cluster homes which are 47 less units than the plan approved in 2005 along with revising the access points and internal street alignment.

6. In August 2014, the Planning Commission and City Council approved a Final Development Plan and Final Subdivision Plat (Ordinances 14-78 & 14-79) for Stockdale Farms Phase 1 consisting of 50 single family lots on 25.652 acres.
7. In April 2015, the Planning Commission and City Council approved an Amended Preliminary Development Plan and Final Development Plan (Ordinances 15-34 and 15-35) for Stockdale consisting of 320 single family units on 158.2 acres. This overall layout is similar to the previously approved plan in April 2014 while eliminating the access from Pollock Road and reducing the number of single family units by 3.
8. In May 2015, the Planning Commission and City Council approved an Amended Final Development Plan and Final Subdivision Plat (Ordinances 15-46 & 15-47) for Stockdale Farms consisting of 60 single family homes on 44.74 acres.

Now the applicant is requesting an extension of the Final Development Plan and Final Subdivision Plat for Phase 1 of Stockdale Farms which was approved in May 2015. The applicant is requesting the extension for the following reasons (see attached): 1). Issues with the County involvement on Braumiller Road improvements which are cost prohibitive; 2). Issues with topography that require more research and are cost prohibitive; 3). Offsite improvements that are financially too large for LYH to absorb; 4). Stockdale Farms is listed for sale to other developers that may be able to absorb costs as the end user. The overall size of the community will take time to find a suitor large enough. In addition, the applicant is requesting a two year extension instead of the typical one year extension.

STAFF ANALYSIS

- **FINAL DEVELOPMENT FOR A PERMITTED USE AND CONDITIONAL USES EXCEPT FOR PLANNED MULTI-FAMILY DEVELOPMENTS:** Section 1129.06(j)(3) Final Development Plan for a Permitted Use and Conditional Uses Except for Planned Multi-Family Developments. An approved final development plan shall become for the proposed development a binding commitment of the specific elements approved for development.
 - A. The approved final development plan may be transferred to another person, corporation, or group of individuals or corporations prior to the issuance of a building permit.
 - B. All construction and development under any building permit shall be in accordance with the approved plan. The property owner, and successors, has a continuing obligation to comply with the approved plan. Any departure from such plan shall be cause for revocation of the zoning certificate and/or building permit, and the property owner or other responsible parties are subject to penalties as prescribed by this Planning and Zoning Ordinance and the codified ordinances of the City of Delaware.
 - C. If, at the end of the *twelve (12) month period*, construction of the development has not begun, then approval of such final development plan *shall expire* and shall be of no effect unless resubmitted and reapproved in accordance with the procedures set forth in this Chapter. Construction is deemed to begin when all necessary excavation and piers or footings of one or more principal buildings included in the plan have been completed.
- “Section 1129.17 Extensions of Expiration Deadlines. Notwithstanding other provisions of this or previous zoning codes, the Planning Commission and/or City Council may, for good cause due to unusual circumstances or a unique situation, extend or otherwise modify, any approval and/or performance deadlines, expirations, and similar time limitations that apply to any application or case.”
- **FINAL SUBDIVISION PLAT EXPIRATION:** “Section 1111.04 (f) Approval of Final Subdivision Plat...The approval of a final plat by Council shall be effective for a maximum period of twelve months, during which time public improvements must be started. Within twelve months of the public improvements being started, they must be installed (or bonded to be installed) and approved by Council or the final subdivision plat shall be resubmitted to the Planning Commission for consideration of re-approval.
- **GENERAL COMMENTS:** Not only has the developer not started construction of Phase 1 of Stockdale Farms but they do not have any on-site construction (engineering) drawings approved by the City and only a portion

of the off-site construction drawings are approved. The off-site sanitary drawings are approved by the City but the off-site roadway drawings have not been approved by the City or County.

Anytime a development plan or subdivision plat is extended Staff is concerned. However, this is a very good plan that not only takes into account the natural features of the property but also provides a higher-end residential project in the City, which in turn increases the diversity of the housing stock. The proposal still meets all requirements of the Zoning Code and Subdivision Regulations. With the development and financial issues that the applicant has experienced, Staff is in support of these extensions. However, consistent with the clear direction and action taken by both the Planning Commission and City Council on other similar requests, Staff recommends the extension be for one year.

STAFF RECOMMENDATION – FINAL DEVELOPMENT PLAN EXTENSION (2016-0984)

Staff recommends approval of a request by LYH, LLC for approval of an extension until May 31, 2017 to the approved Final Development Plan for Phase 1 of Stockdale Farms Subdivision consisting of 60 single family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2 PMU (One-Family Residential with a Planned Mixed Use Overlay District), with the following conditions:

1. All previous approval conditions remain in full force and effect which are:
 - a. 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.
 - b. A second access point to the subdivision along Braumiller Road shall be required after 60 lots are developed (during Phase 2 per submitted plans) or per the City Engineer for safety considerations.
 - c. A \$1,000 per dwelling unit transportation contribution fee shall be collected with each building permit for needed area transportation improvements.
 - d. For each single family house, a \$500 fee shall be paid for each single-family lot at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations.

STAFF RECOMMENDATION – FINAL SUBDIVISION PLAT EXTENSION (2016-0985)

Staff recommends approval of a request by LYH, LLC for approval of an extension until May 31, 2017 to the approved Final Subdivision Plat for Phase 1 of Stockdale Farms Subdivision consisting of 60 single family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2 PMU (One-Family Residential with a Planned Mixed Use Overlay District) with the following conditions:

1. All previous approval conditions remain in full force and effect which are:
 - a. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department. In addition, County Engineer's approval would be required for roadway and storm water issues that are located within their jurisdiction.
 - b. All the streets shall achieve compliance with the minimum radii requirements or per the City Engineer.
 - c. The east leg of Skipton Loop shall be renamed to eliminate any confusion for emergency services.
 - d. All public utilities shall be extended to stub to the adjacent property lines and appropriate phases within the development.
 - e. The developer shall be responsible for any roadway improvements and/or financial obligations of the traffic impact study per the City Engineer and/or County Engineer.

- f. The main north/south entrance road from Braumiller Road shall be constructed before the 61st lot is developed (building permit approval) which is Phase 2 per submitted Preliminary Development Plan.
- g. A \$1,000 per dwelling unit transportation contribution fee shall be collected with each building permit for needed area transportation improvements.
- h. The off-site stormwater improvements shall comply with the minimum City and County regulations.
- i. The proposed bike path along Braumiller Road and along the main north/south stream bed shall be installed per City requirements within an easement dedicated to the City and shall be maintained by the Homeowner's Association. The bike path along the stream bed shall be constructed prior to or concurrent with Phase 2 of the development
- j. Sidewalks shall be provided on both sides of all public streets. Sidewalks are not required to be extended along Pollock Road due to topographic and area considerations that make a pedestrian connection along Pollock infeasible. However, at least one sidewalk shall be extended to Pollock Road to provide a connection to the river parkland in Phase 1 or 2.
- k. The lots and houses shall comply with the minimum bulk and setback requirements in the approved development text.
- l. 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.
- m. A minimum 3-6 foot high mound (where grade allows) with landscaping shall be located along Braumiller Road.
- n. The maintenance of all mounds, landscaping and amenities in the parkland and open space areas shall be the responsibility of the Homeowner's Association with an easement to the City dedicating them open to the public. In addition, all evergreen trees shall be a minimum 6 foot high at installation and the deciduous trees shall be a minimum 1.75 inch caliper.
- o. The 1.847 acre pocket park shall be graded relatively flat to be a usable play area (soccer, baseball, football fields).
- p. The applicant shall install a continuous row of 8 foot high Norway Spruce trees along the rear of lots of 96-102 in northwest section of Phase 2 to screen the adjacent home in addition to the tree line that exists in this location already
- q. All landscape plans shall be submitted, reviewed and approved by the Shade Tree Commission.
- r. The 4.06 acre open space along the Olentangy River shall be dedicated to the City with Phase 1 of the Final Subdivision Plat.
- s. For each single family house, a \$500 fee shall be paid for each single-family lot at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations.
- t. The street lighting plan shall be submitted, reviewed and approved by the Chief Building Official achieves compliance with all zoning requirements prior to engineering drawing approval.

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.

Mark Inks
LYH Ilc
5695 Avery Rd.
Dublin Ohio 43016
April 15, 2016

Dave Efland
City of Delaware

Dear Dave Efland:

I am writing you to request an extension to our zoning on Stockdale Farms Community. We would request the extension for the following reasons.

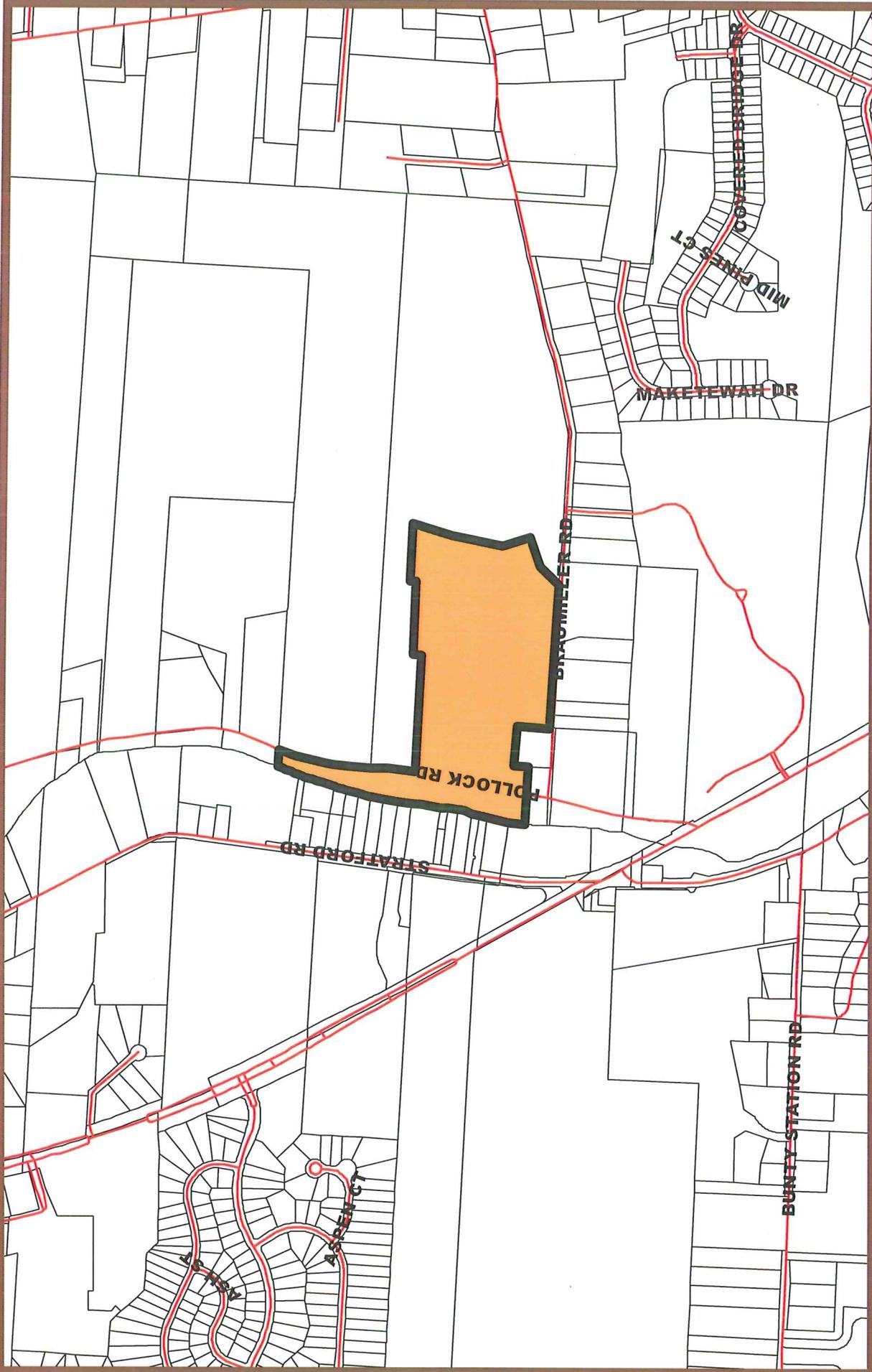
1. Issues with the county involvement on Braumiller road expansion. Options are cost prohibitive for LYH.
2. Issues with Topography that require more research and are cost prohibitive.
3. Offsite improvements are financially too large for LYH to absorb.
4. Stockdale Farms is listed for sale to other developers that may be able to absorb costs as the end user. The overall size of the community will take time to find a suitor large enough.

We feel the site will be developed and will sell in time. We ask that you please consider our request for extension.

Sincerely,

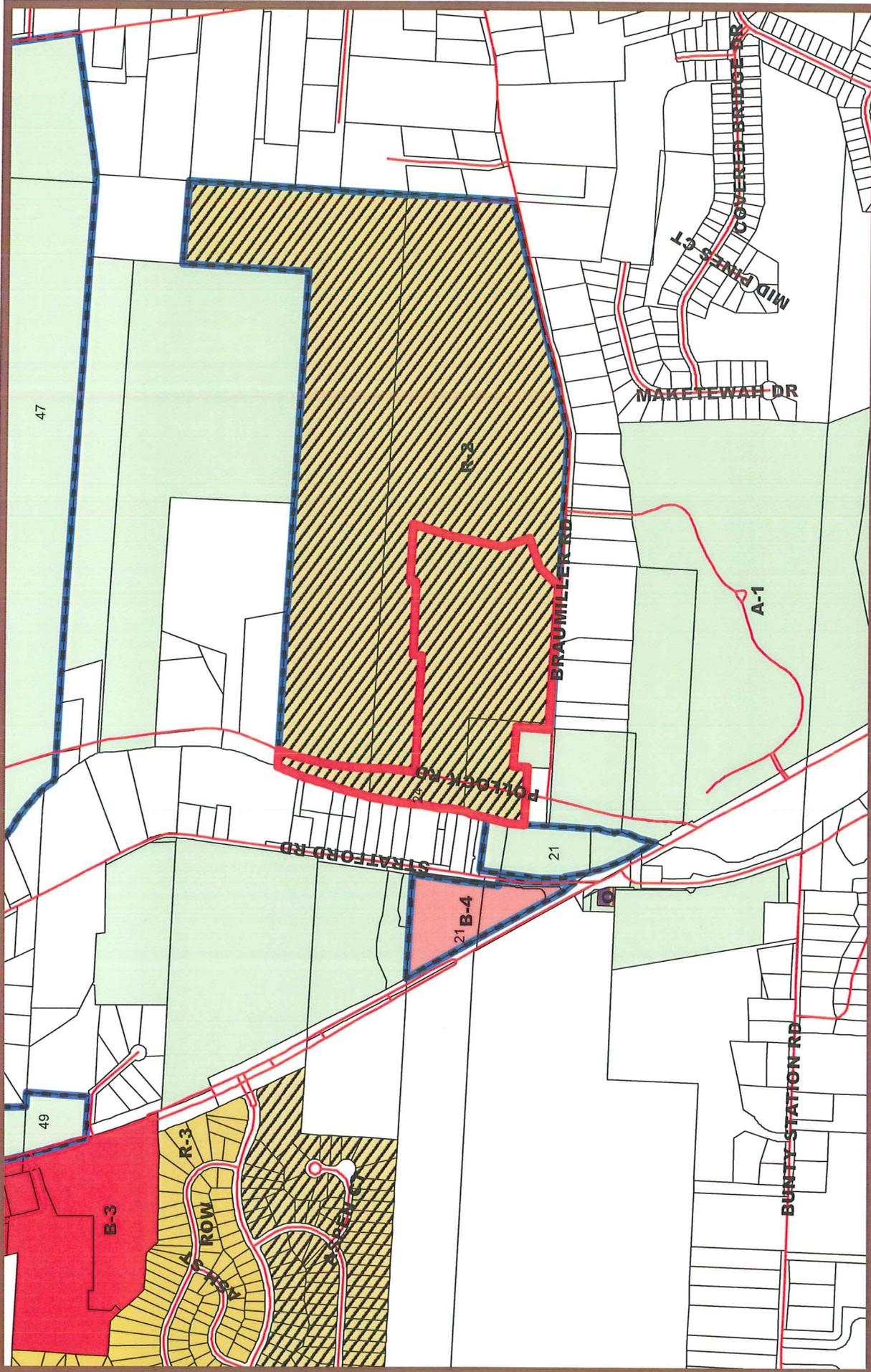
[Your Name]

Enclosure



2016-0984 & 0985
Final Development Plan and Final Subdivision Plat Extension
Stockdale Farms - Phase 1
Location Map





2016-0984 & 0985
 Final Development Plan and Final Subdivision Plat Extension
 Stockdale Farms - Phase 1
 Zoning Map





2016-0984 & 0985
Final Development Plan and Final Subdivision Plat Extension
Stockdale Farms - Phase 1
Aerial (2013)



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

OWNER/DEVELOPER
 LYLH, LLC
 5695 AVERY ROAD
 DUBLIN, OHIO 43017
 PHONE 614-887-1384

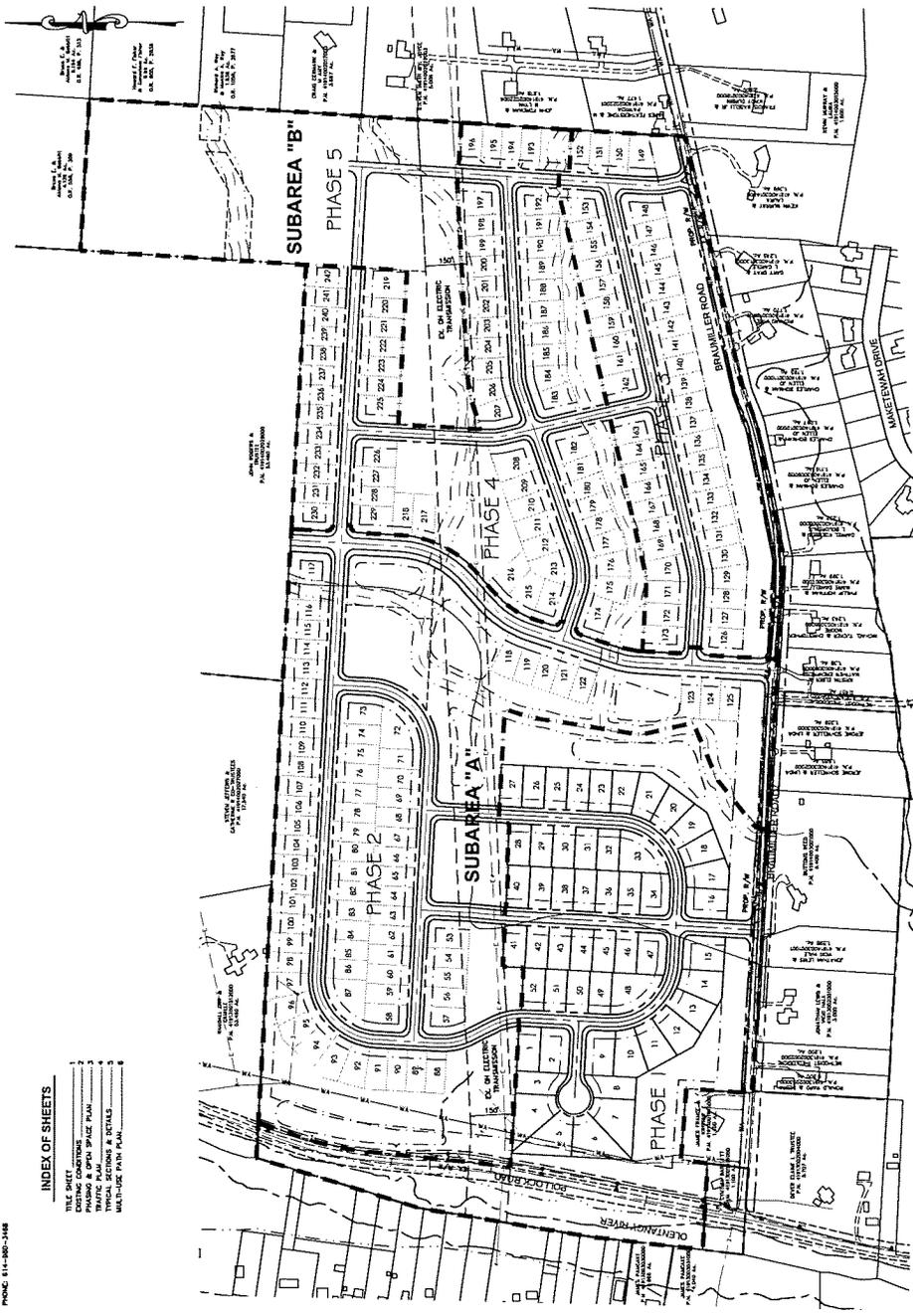
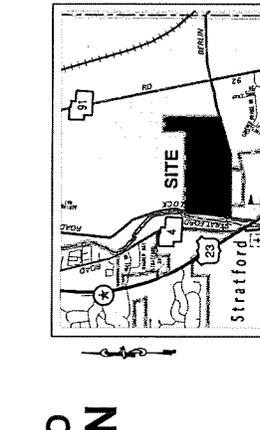
ENGINEER
 LANDSCAPE ARCHITECTY
 245 N. 3TH STREET, SUITE 301
 COLUMBUS, OHIO 43201
 PHONE 614-887-1384

- INDEX OF SHEETS**
- 1. TITLE SHEET
 - 2. PAVING & OPEN SPACE PLAN
 - 3. TRAFFIC PATTERNS & DETAILS
 - 4. MULTIPLE PATH PLAN

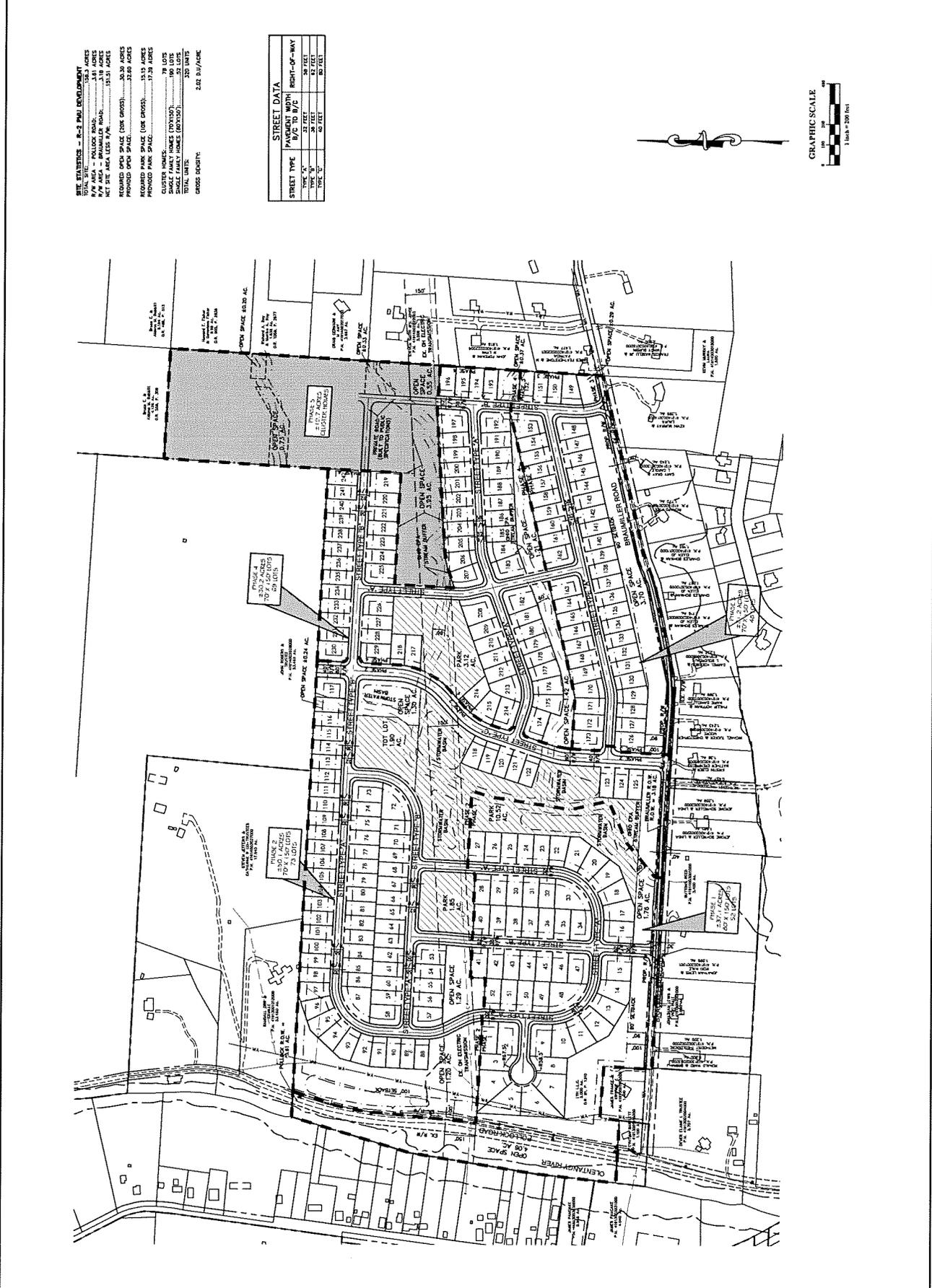
NEW RESOURCES - R-2 PMU DEVELOPMENT

TOTAL SITE AREA - 132.13 ACRES
 PAVEMENT AREA - 131.00 ACRES
 TOTAL PAVED AREA - 131.00 ACRES
 NET SITE AREA LESS PAVEMENT - 1.13 ACRES
 REQUIRED OPEN SPACE (ONE CROSS) - 32.30 ACRES
 PROVIDED OPEN SPACE - 32.80 ACRES
 REQUIRED PARK SPACE (ONE CROSS) - 15.15 ACRES
 PROVIDED PARK SPACE - 15.30 ACRES

CLUSTER HOUSES: 78 UNITS
 SINGLE FAMILY HOMES (100/100): 90 UNITS
 TOTAL UNITS: 168 UNITS
 DENSITY: 2.82 D.U./ACRE



VICINITY MAP

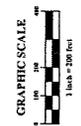


NET REQUIREMENTS - 80-5 PHASE DEVELOPMENT

TOTAL LOTS	1263	ACRES
P/W AREA - PAVEMENT ROAD	3.41	ACRES
NET SITE AREA LOTS P/W	151.51	ACRES
REQUIRED OPEN SPACE (DOK GROSS)	30.30	ACRES
REQUIRED PARK SPACE (DOK GROSS)	13.15	ACRES
REQUIRED PARK SPACE (NET)	11.78	ACRES
CLUSTER HOMES (TOTAL)	78	LOTS
CLUSTER HOMES (NET)	78	LOTS
SINGLE FAMILY HOMES (TOTAL)	1185	LOTS
SINGLE FAMILY HOMES (NET)	1185	LOTS
TOTAL UNITS	1263	UNITS
GROSS DENSITY	80.5	UNITS/ACRE

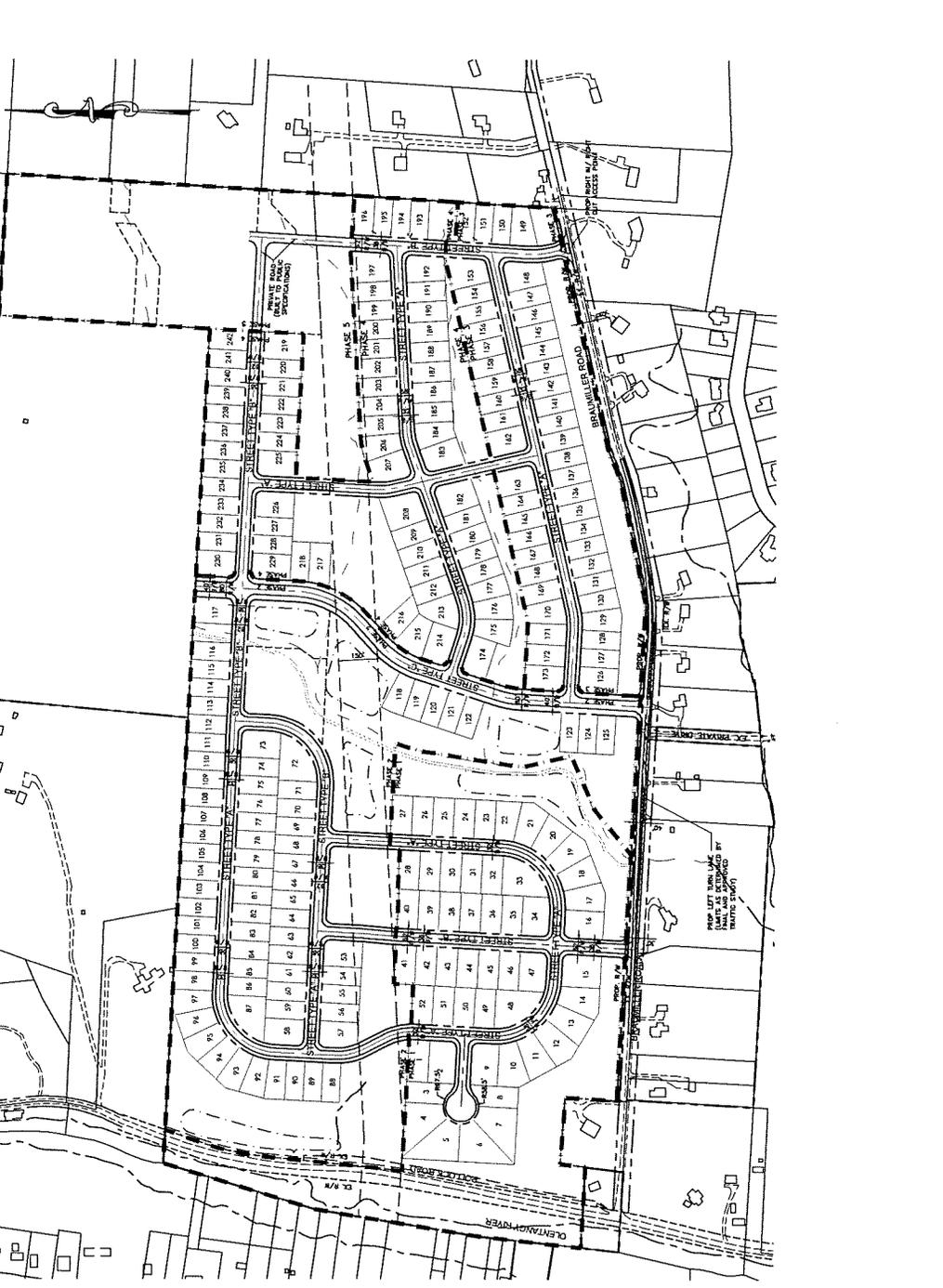
STREET DATA

STREET TYPE	W/ADJACENT WIDTH	RIGHT-OF-WAY
TYPE 'A'	30 FEET	50 FEET
TYPE 'B'	30 FEET	40 FEET
TYPE 'C'	30 FEET	40 FEET



SITE STATISTICS - R-2 RURAL DEVELOPMENT
 TOTAL SITE: 156.1 ACRES
 TOTAL LOT AREA: 156.1 ACRES
 NET SITE AREA: 156.1 ACRES
 NET SITE AREA, LESS P/W: 156.1 ACRES
 REQUIRED OPEN SPACE (20% CROSS): 31.22 ACRES
 PROVIDED OPEN SPACE: 35.80 ACRES
 PROVIDED PARK SPACE: 7.38 ACRES
 GLUTTER HOLES: 79 LOTS
 SINGLE FAMILY HOMES (S.F.H.): 35 LOTS
 TOTAL UNITS: 350 UNITS
 GROSS DENSITY: 2.29 U/A/ACRE

STREET DATA		RIGHT OF WAY	
STREET TYPE	WIDTH (B/C TO B/C)	TYPE "A"	TYPE "B"
TYPE "A"	32 FEET	32 FEET	32 FEET
TYPE "B"	32 FEET	32 FEET	32 FEET
TYPE "C"	32 FEET	32 FEET	32 FEET





FACT SHEET

AGENDA ITEM NO: 17

DATE: 5/9/16

ORDINANCE NO: 16-42

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 AN EXTENSION TO THE FINAL SUBDIVISION PLAT FOR PHASE 1 OF STOCKDALE FARMS SUBDIVISION CONSISTING OF 60 SINGLE FAMILY LOTS ON 44.74 ACRES LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS AND ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL WITH A PLANNED MIXED USE OVERLAY DISTRICT).

BACKGROUND:

The subject development has an extensive zoning history that spans from August 2003 to May 2015 that included several revisions to the plan along with several development plan and plat extensions. Now the applicant is requesting an extension of the Final Development Plan and Final Subdivision Plat for Phase 1 of Stockdale Farms which was approved in May 2015. The applicant is requesting the extension for the following reasons: 1). Issues with the County involvement on Braumiller Road improvements which are cost prohibitive; 2). Issues with topography that require more research and are cost prohibitive; 3). Offsite improvements that are financially too large for LYH to absorb; 4). Stockdale Farms is listed for sale to other developers that may be able to absorb costs as the end user. The overall size of the community will take time to find a suitor large enough. In addition, the applicant is requesting a two year extension instead of the typical one year extension.

Not only has the developer not started construction of Phase 1 of Stockdale Farms but they do not have any on-site construction (engineering) drawings approved by the City and only a portion of the off-site construction drawings are approved. The off-site sanitary drawings are approved by the City but the off-site roadway drawings have not been approved by the City or County.

Anytime a development plan or subdivision plat is extended Staff is concerned. However, this is a very good plan that not only takes into account the natural features of the property but also provides a higher-end residential project in the City, which in turn increases the diversity of the housing stock. The proposal still meets all requirements of the Zoning Code and Subdivision Regulations. With the development and financial issues that the applicant has experienced, Staff is in support of these extensions. However, consistent with the clear direction and action taken by both the Planning Commission and City Council on other similar requests, Staff recommends the extension be for one year.

REASON WHY LEGISLATION IS NEEDED:

To achieve compliance with Section 1111.04 (f) approval of Final Subdivision Plat Extension requirements of the zoning code.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 7-0 on May 4, 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. 16-42

AN ORDINANCE APPROVING AN EXTENSION TO THE FINAL SUBDIVISION PLAT FOR PHASE 1 OF STOCKDALE FARMS SUBDIVISION CONSISTING OF 60 SINGLE FAMILY LOTS ON 44.74 ACRES LOCATED AT THE NORTHEAST CORNER OF BRAUMILLER AND POLLOCK ROADS AND ZONED R-2 PMU (ONE-FAMILY RESIDENTIAL WITH A PLANNED MIXED USE OVERLAY DISTRICT)

WHEREAS, the Planning Commission at its meeting of May 4, 2016 recommended approval of an Extension to the Final Subdivision Plat for Phase 1 of Stockdale Farms Subdivision consisting of 60 single family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2 PMU (One-Family Residential with a Planned Mixed Use Overlay District) (2016-0984), and

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

SECTION 1. That the Extension to the Final Subdivision Plat for Phase 1 of Stockdale Farms Subdivision consisting of 60 single family lots on 44.74 acres located at the northeast corner of Braumiller and Pollock Roads and zoned R-2 PMU, is hereby confirmed, approved, and accepted with the following conditions that:

1. All previous approval conditions remain in full force and effect which are:
 - a. The Applicant needs to obtain final engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department. In addition, County Engineer's approval would be required for roadway and storm water issues that are located within their jurisdiction.
 - b. All the streets shall achieve compliance with the minimum radii requirements or per the City Engineer.
 - c. The east leg of Skipton Loop shall be renamed to eliminate any confusion for emergency services.
 - d. All public utilities shall be extended to stub to the adjacent property lines and appropriate phases within the development.
 - e. The developer shall be responsible for any roadway improvements and/or financial obligations of the traffic impact study per the City Engineer and/or County Engineer.

- f. The main north/south entrance road from Braumiller Road shall be constructed before the 61st lot is developed (building permit approval) which is Phase 2 per submitted Preliminary Development Plan.
- g. A \$1,000 per dwelling unit transportation contribution fee shall be collected with each building permit for needed area transportation improvements.
- h. The off-site stormwater improvements shall comply with the minimum City and County regulations.
- i. The proposed bike path along Braumiller Road and along the main north/south stream bed shall be installed per City requirements within an easement dedicated to the City and shall be maintained by the Homeowner's Association. The bike path along the stream bed shall be constructed prior to or concurrent with Phase 2 of the development
- j. Sidewalks shall be provided on both sides of all public streets. Sidewalks are not required to be extended along Pollock Road due to topographic and area considerations that make a pedestrian connection along Pollock infeasible. However, at least one sidewalk shall be extended to Pollock Road to provide a connection to the river parkland in Phase 1 or 2.
- k. The lots and houses shall comply with the minimum bulk and setback requirements in the approved development text.
- l. 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.
- m. A minimum 3-6 foot high mound (where grade allows) with landscaping shall be located along Braumiller Road.
- n. The maintenance of all mounds, landscaping and amenities in the parkland and open space areas shall be the responsibility of the Homeowner's Association with an easement to the City dedicating them open to the public. In addition, all evergreen trees shall be a minimum 6 foot high at installation and the deciduous trees shall be a minimum 1.75 inch caliper.
- o. The 1.847 acre pocket park shall be graded relatively flat to be a usable play area (soccer, baseball, football fields).
- p. The applicant shall install a continuous row of 8 foot high Norway Spruce trees along the rear of lots of 96-102 in northwest section of Phase 2 to screen the adjacent home in addition to the tree line that exists in this location already
- q. All landscape plans shall be submitted, reviewed and approved by the Shade Tree Commission.
- r. The 4.06 acre open space along the Olentangy River shall be dedicated to the City with Phase 1 of the Final Subdivision Plat.

- s. For each single family house, a \$500 fee shall be paid for each single-family lot at time of building permit issuance to achieve compliance with Chapter 1168 Tree Preservation Regulations.
- t. The street lighting plan shall be submitted, reviewed and approved by the Chief Building Official achieves compliance with all zoning requirements prior to engineering drawing approval.

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

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
 ABSTAIN ___

PASSED: _____, 2016

YEAS___ NAYS___
 ABSTAIN ___

ATTEST: _____
 CITY CLERK

 MAYOR



FACT SHEET

AGENDA ITEM NO: 18

DATE: 05/02/16

ORDINANCE NO: 16-43

RESOLUTION NO: 16-

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Bill Ferrigno, Public Works Director/City Engineer

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING THE SALE OF A PUBLIC UTILITIES DEPARTMENT 1988 MACK CONCRETE TRUCK AND A PUBLIC WORKS DEPARTMENT 2006 MARATHON HMT HOT MIX TRANSPORTER THAT HAVE BEEN OR WILL BE REPLACED WITH NEWER MODELS AND ARE NO LONGER NEEDED FOR USE BY THE CITY.

BACKGROUND:

These vehicles have been deemed beyond their serviceable life to the City of Delaware and have been or will be replaced with newer models. The minimum acceptable bid for 1988 Mack Concrete Truck will be \$4,000.00 and the minimum acceptable bid for 2006 Marathon HMT Hot Mix Transporter will be \$4,000.00.

REASON WHY LEGISLATION IS NEEDED:

Council approval for the sales is necessary based on Delaware City Code Section 108.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

Revenue from the final sale helps to offset the cost of replacement equipment. Concrete truck to be replaced in 2016 at a cost of \$118,885.00 and Hot Mix Transporter was replaced at a cost of \$30,171.00.

POLICY CHANGES:

N/A

PRESENTER(S):

Bill Ferrigno, Public Works Director/City Engineer

RECOMMENDATION:

Approval

ATTACHMENT(S)

N/A

ORINANCE NO. 16-43

AN ORDINANCE APPROVING THE SALE OF A PUBLIC UTILITIES DEPARTMENT 1988 MACK CONCRETE TRUCK AND A PUBLIC WORKS DEPARTMENT 2006 MARATHON HMT HOT MIX TRANSPORTER THAT HAVE BEEN OR WILL BE REPLACED WITH NEWER MODELS AND ARE NO LONGER NEEDED FOR USE BY THE CITY.

WHEREAS, the City of Delaware is the owner of a 1988 Mack Concrete Truck and a 2006 Marathon HMT Hot Mix Transporter, both with anticipated sale values that may exceed \$5,000; and

WHEREAS, the Public Works and Public Utilities Directors have determined that both items are no longer needed for municipal purposes, having been or will be replaced by newer models; and

WHEREAS, Council finds that neither has any historical value:

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

SECTION 1. The 1988 Mack Concrete Truck and the 2006 Marathon HMT Hot Mix Transporter be sold pursuant to Delaware City Code Section 108.

SECTION 2. The Public Utilities and Public Works Directors have established a minimum bid for the equipment and shall not be sold for less than the minimum. The equipment will be advertised for sale on the electronic website known as Gov Deals. Bids will be electronically received by GovDeals by a date and time to be established and sold to the highest bidder.

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

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2016

YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: May 5, 2016

1. **Calendar**
See Attached

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

3. **Bi-Weekly Meetings**
April 25
* Rotary
* Council meeting
May 2
* Rotary
May 6
* MORPC State of the Region

May

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

Planning 7

First Friday – City will have a booth
Ribbon Cutting and Grand Opening of the Dog Park 8:30- Noon

8	9	10	11	12	13	14
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Council 7

15	16	17	18	19	20	21
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Parking and Safety Committee 7

Rec Sub-Committee 6:30-7:30

Parks Sub-Committee 7:30-8:30

Finance Committee 4:30-6

22	23	24	25	26	27	28
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Council 7

Shade Tree 7

HPC 7

29	30	31
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Ribbon Cutting and Grand Open of Veterans Memorial Plaza - NOON

CONTRACT APPROVAL - MAY 9, 2016

VENDOR	EXPLANATION OF AGREEMENT	2016 AMOUNT	DEPARTMENT
Lodal	Split Body Truck	\$236,337	Public Works
Schneider Laboratories	Lead Based Paint Analyzation	\$4,000	Planning
FC Services	Mowing	\$27/hr	Planning
ODOT - Division of Aviation	Grant Application	\$418,653	Public Works
Arista Investments	Walkway Improvement		CMO
Northeast Ohio Medical University	Agreement		Police