

**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

NOVEMBER 28, 2016

1. ROLL CALL
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held November 14, 2016, as recorded and transcribed.
5. CONSENT AGENDA
 - A. Acceptance of the motion summary for the Parks and Recreation Advisory Board meeting held October 18, 2016.
 - B. Acceptance of the motion summary for the Parking and Safety Committee meeting held August 16, 2016.
 - C. Resolution No. 16-49, a resolution authorizing the installation of additional stop signs on North Street and Curve Road at the intersection of Armstrong Road in order to establish an all-way stop condition.
6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. CONSIDERATION OF A NEW LIQUOR PERMIT/TREX
 - A. Flying Pig Ale House, LLC, 12 Sandusky St., Delaware, OH 43015.
Class: D5

9. 7:30 FIRST PUBLIC HEARING AND FIRST READING Ordinance No. 16-103, an ordinance making appropriations for the Year 2017, and declaring an emergency.
10. 7:45 P.M. PUBLIC HEARING AND SECOND READING of Ordinance No. 16-98, an ordinance approving the Rezoning Amendment for Delaware Development Plan LTD from A-1 (Agricultural District) and A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) to A-1 PMU for Coughlin's Crossing on 15 parcels encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way.
11. 7:45 PUBLIC HEARING AND SECOND READING of Ordinance No. 16-99, an ordinance approving a Conditional Use Permit for Delaware Development Plan LTD allowing the placement of a PMU (Planned Mixed Use Overlay District) for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way.
12. 7:45 P.M. PUBLIC HEARING AND SECOND READING of Ordinance No. 16-100, an ordinance approving an Amendment to the Comprehensive Plan for Delaware Development Plan LTD on property designated as Mixed Use, Low Density Single Family and Medium Density Single Family on the future land use map to Mixed Use for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way.
13. SECOND READING of Ordinance No. 16-101, an ordinance approving the Preliminary Development Plan for Delaware Development Plan LTD for Coughlin's Crossing, encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way.
14. SECOND READING of Ordinance No. 16-102, an ordinance approving a Preliminary Subdivision Plat for Delaware Development Plan LTD for Coughlin's Crossing, encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way.
15. CONSIDERATION of Resolution No. 16-50, a resolution indicating what services the City of Delaware will provide to 1.7023 acres of land, more or less, description and map are attached hereto as Exhibits "A" and "B" for the annexation known as the Delaware Development Plan (AKA Coughlin's Crossing Development Right of Way) Annexation by Michael R. Shade, agent for the petitioners.

16. CONSIDERATION of Resolution No. 16-51, a resolution authorizing the City Manager to enter into an Amendment of the Security Agreement arising out of the Revolving Loan Fund (RLF) Loan Agreement with Precision Tower Products, LLC, for the purpose of purchasing land and equipment at their new development site on Pittsburgh Drive.
17. CONSIDERATION of Ordinance No. 16-104, an ordinance approving a Community Reinvestment Area Agreement and School Compensation Agreement with RLB Enterprises, LLC, Midway Structural Pipe and Supply, Inc., Delaware City Schools and Delaware Area Career Center, for investment in real property improvements on a parcel on Pittsburgh Drive.
18. CONSIDERATION of Ordinance No. 16-105, an ordinance authorizing the City Manager to enter into a Settlement Agreement with the Delaware County Board of Commissioners and Wolf Industrial Park Company.
19. CONSIDERATION of Ordinance No. 16-106, an ordinance authorizing the City Manager to enter into a Recruitment Training Agreement between the City of Delaware and the City of Columbus, Department of Public Safety, Division of Police, and declaring an emergency.
20. CONSIDERATION of Ordinance No. 16-107, an ordinance amending the Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies, and declaring an emergency.
21. CONSIDERATION of Ordinance No. 16-108, an ordinance amending Ordinance No 15-115 establishing the pay and benefits for various part-time and intermittent/seasonal employees of the City of Delaware, and declaring an emergency.
22. CONSIDERATION of Ordinance No. 16-109, an ordinance amending the Management, Professional, Technical, Confidential, and Supervisory Employees Pay Plan, and declaring an emergency.
23. CITY MANAGER'S REPORT
24. COUNCIL COMMENTS
25. ADJOURNMENT

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Meeting

BEAR GRAPHICS 800-325-5054 FORM NO. 10148

Held November 14

20 16

6:30 EXECUTIVE SESSION: Vice-Mayor Shafer moved to enter into Executive Session at 6:31p.m. This motion was seconded by Mr. DiGenova and approved by a 6-0 vote. Council met in executive session pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance. Council conducted a discussion of those items with the following members present: 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 (arrived at 6:35 p.m.). Following the discussion at 6:57 p.m., it was moved by Vice-Mayor Shafer that Council move into Open session, seconded by Mr. Hellinger and approved by a 7-0 vote.

The regular meeting of Council held November 14, 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 Mr. Jones, followed by the Pledge of Allegiance.

Staff Present: Ted Miller, Parks and Natural Resource Director, Darren Shulman, City Attorney, Dean Stelzer, Finance Director, Dave Efland, Planning and Community Development Director, Brad Stanton, Public Utilities Director, Jackie Walker, Assistant City Manager, Tom Homan, City Manager

ITEM 4: APPROVAL OF MINUTES

APPROVAL of the Motion Summary of the regular meeting of Council held October 24, 2016, as recorded and transcribed.

Motion: Mr. Hellinger moved to approve the Motion Summary for the regular meeting of Council held October 24, 2016, seconded by Mr. DiGenova. Motion approved by a 7-0 vote.

ITEM 5: CONSENT AGENDA

- A. Acceptance of the Motion Summary for the Planning Commission meeting held October 19, 2016.
- B. Acceptance of the Motion Summary for the Historic Preservation Commission meeting held September 28, 2016.
- C. Acceptance of the Motion Summary for the Shade Tree Commission meeting held September 27, 2016.
- D. Resolution No. 16-46, a resolution accepting the public improvements for The Communities at Glenross Section 7.
- E. Resolution No. No. 16-47, a resolution accepting the public improvements for Millbrook Section 2.
- F. Establish November 28, 2016 at 7:30 p.m. as the date and time for a first reading and first public hearing of Ordinance No. 16-103, an ordinance making appropriations for the Year 2017, and declaring an emergency.
- G. Establish December 12, 2016 at 7:30 p.m. as the date and time for a second reading and second public hearing of Ordinance No. 16-

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

Held November 14

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103, an ordinance making appropriations for the Year 2017, and declaring an emergency.

- H. Establish November 28, 2016 at 7:45 p.m. as the date and time for a public hearing and second reading of Ordinance No. 16-98, an ordinance approving the **Rezoning Amendment** for Delaware Development Plan LTD from A-1 (Agricultural District) and A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) to A-1 PMU for Coughlin's Crossing on 15 parcels encompassing approximately 80 acres located east of US23, west of Stratford Road and north of Meeker Way, Ordinance No. 16-99, an ordinance approving a **Conditional Use Permit** for Delaware Development Plan LTD allowing the placement of a PMU (Planned Mixed Use Overlay District) for Coughlin's Crossing encompassing approximately 80 acres located east of US23, west of Stratford Road and north of Meeker Way, and Ordinance No. 16-100, an ordinance approving an **Amendment to the Comprehensive Plan** for Delaware Development Plan LTD on property designated as Mixed Use, Low Density Single Family and Medium Density Single Family on the future land use map to Mixed Use for Coughlin's Crossing encompassing approximately 80 acres located east of US23, west of Stratford Road and north of Meeker Way.

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

ITEM 6: LETTERS, PETITIONS, AND PUBLIC COMMENTS

ITEM 7: COMMITTEE REPORTS

Mr. Hellinger provided an update on the recent meeting with the Delaware Homeless Group.

Mr. Hellinger discussed the October Shade Tree meeting.

Vice-Mayor Shafer indicated that the Parking and Safety Committee meeting will be Monday, November 21, 2016.

ITEM 8: PRESENTATIONS

- A. World Pancreatic Cancer Day proclamation presentation to Jill Pierson, Volunteer for the Pancreatic Cancer Action Network

ITEM 9: ORDINANCE NO. 16-94 [Second Reading]

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HERITAGE OHIO AND SPONSORING ORGANIZATION, MAIN STREET DELAWARE.

Mayor Riggle read the ordinance for the second time.

Motion: Mrs. Keller moved to suspend the rules for Ordinance No. 16-94, seconded by Mr. Jones. Motion approved by a 7-0 vote.

Motion: Mrs. Keller moved to adopt Ordinance No. 16-94, seconded by Mr. Jones. Motion approved by a 7-0 vote.

ITEM 10: Resolution NO. 16-48 [First Reading]

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 20.445 ACRES OF LAND, MORE OR

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LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE DELAWARE DEVELOPMENT PLAN (COUGHLIN'S CROSSING) ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

The Clerk read the resolution for the first time.

APPLICANT:
Michael R. Shade
P.O. Box 438
Delaware, Ohio 43015

Motion: Mr. DiGenova moved to adopt Resolution No. 16-48, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 11: ORDINANCE NO. 16-96 [First Reading]
AN ORDINANCE SUPPLEMENTING THE 2016 APPROPRIATIONS ORDINANCE TO AUTHORIZE FUNDING OF A GRANT CONTRACT AMENDMENT, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Motion: Mr. DiGenova moved to suspend the rules for Ordinance No. 16-96, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mr. DiGenova moved to enact the emergency clause for Ordinance No. 16-96, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

Motion: Mr. DiGenova moved to adopt Ordinance No. 16-96, seconded by Vice-Mayor Shafer. Motion approved by a 7-0 vote.

ITEM 12: ORDINANCE NO. 16-97 [First Reading]
AN ORDINANCE SUPPLEMENTING THE 2016 APPROPRIATIONS ORDINANCE TO PROVIDE ADDITIONAL FUNDING FOR THE DESIGN, CONSTRUCTION AND INSTALLATION OF EXHIBITS FOR THE EDUCATIONAL CENTER AT THE WATER TREATMENT PLANT, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

Motion: Vice-Mayor Shafer moved to suspend the rules for Ordinance No. 16-97, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer moved to enact the emergency clause for Ordinance No. 16-97, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

Motion: Vice-Mayor Shafer moved to adopt Ordinance No. 16-97, seconded by Mrs. Keller. Motion approved by a 7-0 vote.

ITEM 13: ORDINANCE NO. 16-98 [First Reading]
AN ORDINANCE APPROVING THE REZONING AMENDMENT FOR DELAWARE DEVELOPMENT PLAN LTD FROM A-1 (AGRICULTURAL DISTRICT) AND A-1 PMU (AGRICULTURAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) TO A-1 PMU FOR COUGHLIN'S

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CROSSING ON 15 PARCELS ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

The Clerk read the ordinance for the first time.

A public hearing will be held November 28, 2016 at 7:45 p.m.

ITEM 14: ORDINANCE NO. 16-99 [First Reading]

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR DELAWARE DEVELOPMENT PLAN LTD ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

The Clerk read the ordinance for the first time.

A public hearing will be held November 28, 2016 at 7:45 p.m.

ITEM 15: ORDINANCE NO. 16-100 [First Reading]

AN ORDINANCE APPROVING AN AMENDMENT TO THE COMPREHENSIVE PLAN FOR DELAWARE DEVELOPMENT PLAN LTD ON PROPERTY DESIGNATED AS MIXED USE, LOW DENSITY SINGLE FAMILY AND MEDIUM DENSITY SINGLE FAMILY ON THE FUTURE LAND USE MAP TO MIXED USE FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

The Clerk read the ordinance for the first time.

A public hearing will be held November 28, 2016 at 7:45 p.m.

ITEM 16: ORDINANCE NO. 16-101 [First Reading]

AN ORDINANCE APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR DELAWARE DEVELOPMENT PLAN LTD FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

The Clerk read the ordinance for the first time.

ITEM 17: ORDINANCE NO. 16-102 [First Reading]

AN ORDINANCE APPROVING A PRELIMINARY SUBDIVISION PLAT FOR DELAWARE DEVELOPMENT PLAN LTD FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

The Clerk read the ordinance for the first time.

ITEM 18: CITY MANAGER'S REPORT

Mr. Homan discussed the need to meet with citizens opposed to the failed levy and receive public feedback to move forward with a plan.

Mr. Homan reviewed the upcoming Budget Work Session meeting schedule.

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ITEM 19: COUNCIL COMMENTS

Mr. DiGenova provided information on the flags to be replaced at Oak Grove Cemetery for veterans.

Vice-Mayor Shafer discussed the need to review the parking study at a future work session meeting. Council requested the meeting take place in the beginning of January 2017.

Mayor Riggle voiced a concern regarding headstones at Oak Grove Cemetery getting moved and chipped during landscaping.

Mayor Riggle discussed the opening of Sawmill Parkway.

Vice-Mayor Shafer moved to re-enter into Executive Session at 8:00 p.m. This motion was seconded by Mr. DiGenova and approved by a 7-0 vote. Council met in executive session pursuant to Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action, Section 121.22 (G) (1) personnel, Section 121.22 (G) (5) matters required to be kept confidential by State statute, Section 121.22 (G) (2) acquisition of property for public purpose and 121.22(G) (8) consideration of confidential information related to a request for economic development assistance. Council conducted a discussion of those items with the following members present: First Ward Chris Jones, Second Ward Lisa Keller, Third Ward Joe DiGenova, Fourth Ward Kyle Rohrer, At Large George Hellinger, Vice-Mayor Kent Shafer, and Mayor Carolyn Kay Riggle. Following the discussion at 8:41 p.m., it was moved by Mayor Riggle that Council move into Open session, seconded by Mr. Rohrer and approved by a 7-0 vote.

ITEM 20: ADJOURNMENT

Motion: Mr. Jones moved to adjourn the meeting, seconded by Mrs. Keller. The meeting adjourned at 8:42 p.m.

Mayor Carolyn Kay Riggle

Elaine McCloskey, Council Clerk

**PARKS AND RECREATION ADVISORY BOARD
MOTION SUMMARY
October 18, 2016**

ITEM 1. Roll Call

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

Members Present: Joshua Bricker, Wayne Brookover, Cassie Cunningham, Bob Dalton, Nicole LaMar (exited at 8:05 p.m.), Angela McWhinney, Lucas Ratliff, Councilmember Kyle Rohrer, Vice-Chairwoman Dianna Hibinger and Chairwoman Allyson Lash

Members Absent: Matt Polites

City Staff Present: Linda Mathews, Customer Service Liaison and Stacy Davenport, Parks Superintendent

YMCA Staff Present: Jeremy Byers, Associate Executive Director

Motion to Excuse: Ms. Lamar moved to excuse Mr. Polites, seconded by Vice-Chairwoman Hibinger. Motion approved by a 10-0 vote.

ITEM 2. INTRODUCTION of New Board Members

Ms. Mathews introduced new members, Wayne Brookover and Bob Dalton.

ITEM 3. APPROVAL of the Motion Summary for the meeting held August 16, 2016 as recorded and transcribed.

Motion: Mr. Bricker moved to approve the Motion Summary for the meeting held August 16, 2016 as recorded and transcribed, seconded by Vice-Chairwoman Hibinger. Motion approved by a 10-0 vote.

ITEM 4. PUBLIC COMMENTS

ITEM 5. PRESENTATION of 2016 Bike Plan

PRESENTOR:

Eric Lowry, AICP
Transportation Planner, Stantec
1500 Lake Shore Dr.
Suite 100
Columbus, Ohio 43204

Mr. Lowry reviewed the Bike Plan Adoption process and current timeline. Mr. Lowry reviewed the existing bike path conditions and provided an exhibit of the

bike network. Mr. Lowry discussed public input that was received and the plans vision.

A discussion was held on the need for safer crossings and increased parking for the downtown area.

Mr. Bricker voiced his concern over the use of bike lanes on certain roads due to safety concerns and does not feel that families will utilize them. Mr. Lowry discussed the different recommendations for network overlay. A discussion was held on the cost to take existing sidewalks and turn in to bike paths.

Mr. Dalton recommended connection along U.S. 23 along the river. Mr. Lowry discussed the focus of closing gaps throughout the city.

PUBLIC COMMENT:

Mark Hatten
277 N. Franklin St.
Delaware, Ohio 43015

Mr. Hatten discussed the multi-functional uses of the bike paths. Mr. Hatten discussed the need for increase parking of bikes in the downtown area, and questioned if able to use the space in front of fire hydrants.

The Board plans to bring forward recommendations and changes at the next meeting.

ITEM 6. UPDATE of YMCA Recreation Services

The Advisory Board had no questions or concerns regarding the update provided by Mr. Byers.

ITEM 7. DISCUSSION OF Upcoming Programs and Events

Mr. Byers reviewed with the Board upcoming Halloween event and run for October 29, 2016. Mr. Byers voiced the need for volunteers to assist with the event.

Mr. Byers provided information regarding basketball sign-ups.

Mr. Byers indicated that the recreational calendar is updated on the YMCA website.

ITEM 8. UPDATE of Parks Activities

Mr. Davenport discussed the plans to fix the turf at Veteran's Spray and Play. Mr. Davenport discussed plans to use remaining funds from the budget for

additional park amenities, such as, chairs.

ITEM 9. RECONSIDERATION of Parks and Facilities Naming and Dedication Policy

Mr. Davenport requested that this item be discussed at a future meeting.

ITEM 10. UPDATE on HVGC Working Group

Mr. Davenport requested that this item be discussed at a future meeting.

ITEM 11. STAFF COMMENTS

Mr. Davenport discussed the plans to use grant funding to assist with bike plan.

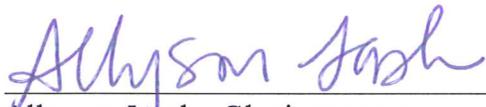
ITEM 12. MEMBERS COMMENTS

Vice-Chairwoman Hibinger voiced a concern that was presented to her that the light was out at Mingo Park Tennis Court as well as the buzzer was broken. Mr. Davenport stated that they were aware. Vice-Chairwoman Hibinger recommended that a sign be placed at the park with a number to call for the public to report these incidents.

Ms. McWhinney stated that recently she was at Blue Limestone Park and the water fountain was running continuously, and she did not know who to contact other than Mr. Miller. Staff provided the non-emergency phone line.

ITEM 13. ADJOURNMENT

Motion: Vice-Chairwoman Hibinger moved to adjourn the Parks and Recreation meeting, seconded by Mr. Bricker. The meeting adjourned at 8:00 p.m.



Allyson Lash, Chairwoman



Elaine McCloskey, Clerk

**PARKING AND SAFETY
MOTION SUMMARY
August 16, 2016**

ITEM 1. ROLL CALL

Chairman Shafer called the Parking and Safety Meeting to begin at 7:00 p.m.

Members Present: Councilman Chris Jones, Vice-Chairman George Hellinger, and Chairman Kent Shafer

Staff Present: Adam Moore, Delaware Police Captain, John Donahue, Fire Chief, and Jessica Omeroid, Project Engineer

ITEM 2. APPROVAL of the Motion Summary of the Parking and Safety Committee meeting held May 16, 2016, as recorded and transcribed.

Motion: Vice-Chairman Hellinger moved for the approval of the motion summary of the Parking and Safety Committee meeting held May 16, 2016, seconded by Mr. Jones. Motion approved by a 3-0 vote.

ITEM 3. PUBLIC COMMENT

ITEM 4. DISCUSSION

A. The Installation of No Parking Signage on Firestone Drive, specifically in the area between the cross streets Boulder Drive and Delaware Drive on Firestone Drive in the Sunnyview and Carson Farms Subdivisions.

Ms. Omeroid reviewed the request received for the No Parking Signage. Ms. Omeroid discussed past accident history. Captain Moore discussed input received from residents in the area in support or against the requested signage.

Chief Donahue discussed that currently there is parking allowed on both sides of the street and the street width can make it difficult for emergency vehicles to utilize the street during emergencies.

PUBLIC COMMENT:

Bill Brown
200 Firestone Drive
Delaware, Ohio 43015

Mr. Brown voiced his support against the parking restriction for the designated areas and voiced a concern that the restrictions could allow for drivers to increase their speed. Mr. Brown discussed recent emergency vehicles that

were able to access the area. Mr. Brown recommended that No Parking Signage be used at the last speed bump on one side due to visibility issues.

Greg Nance
175 Firestone Drive
Delaware, Ohio 43015

Mr. Nance voiced his support against the parking restrictions. He recommended that parking be restricted on the north-side of the street at the curve between Delaware Drive and Gold Dust Court due to visibility issues.

Carl Woolwine
167 Firestone Drive
Delaware, Ohio 43015

Mr. Woolwine voiced his support against the parking restriction and voiced concern regarding the bus stop location. Mr. Woolwine recommended parking restriction on north-side of the street by the curve.

Travis Irvan
163 Firestone Drive
Delaware, Ohio 43015

Mr. Irvan voiced his support in favor for the parking restriction and recommended the restriction continue down to Curtis Street.

Regie Powell
278 Firestone Drive
Delaware, Ohio 43015

Ms. Powell voiced her support in favor for the parking restrictions due to concerns regarding decrease visibility. Ms. Powell recommended the restrictions continue past Delaware Drive due to the increase traffic from new homes being constructed.

Betsy Belote
205 Firestone Drive
Delaware, Ohio 43015

Ms. Belote voiced her support against the parking restrictions and voiced a concern that the restrictions will cause an increase in speeding.

Dorothy Spain
374 Hearthstone Drive
Delaware, Ohio 43015

Ms. Spain voiced support in favor of the restrictions and voiced concern of

difficulty maneuvering car on street when cars are parked on both sides.

Ben Belote
205 Firestone Drive
Delaware, Ohio 43015

Mr. Belote voiced his support against the parking restrictions and voiced a concern that the restrictions will cause increase speeding. Mr. Belote recommended the increase of speed bumps in the area.

Mr. Jones requested that the speed trailer be placed on Firestone Drive. The Committee recommended that staff review the specific curve and provide recommendations and feedback for that area of Firestone Drive.

ITEM 5. NEW BUSINESS

- A. Discussion of Multi-Way Stop Signage at Cobblestone Drive and South Houk Road.

Ms. Omeroid reviewed the request and discussed the past accident history for the area. Ms. Omeroid explained that staff recommends that the area does not warrant a Multi-Way Stop Sign.

Vice-Chairman Hellinger and Mr. Jones voiced agreement to staff recommendations.

ITEM 6. OLD BUSINESS

- A. Update: The Renaming of US 23 Access Road to Kingman Hill Drive.

Ms. Omeroid discussed the history of the request and the background for the residents that support and oppose the renaming. Ms. Omeroid informed the Committee that ODOT, Liberty Township, and Delaware County is supportive of the name change.

Motion: Vice-Chairman Hellinger moved to recommend the approval of the renaming of US 23 Access Road to Kingman Hill Drive, seconded by Mr. Jones. Motion approved by a 3-0 vote.

- B. Update: The Installation of a Multi-Way Stop at Cambridge Drive and Ablemarle Drive

Ms. Omeroid reviewed the request and provided staff recommendation that the request was not warranted and for staff to continue to monitor the intersection.

ITEM 7. COMMITTEE COMMENTS

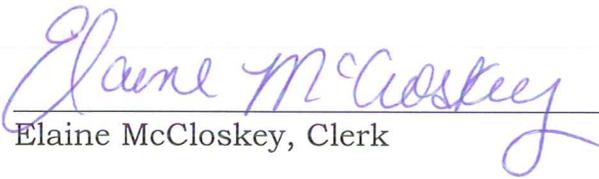
Mr. Jones requested an update regarding the Multi-Way Stop Sign placed on Cobblestone.

ITEM 8. ADJOURNMENT

Motion: Vice-Chairman Hellinger moved to adjourn the meeting. The Parking and Safety Committee Meeting adjourned at 7:40 p.m.



Kent Shafer, Chairman



Elaine McCloskey, Clerk



FACT SHEET

AGENDA ITEM NO: CONSENT ITEM C

DATE: 11/28/16

ORDINANCE NO:

RESOLUTION NO: 16-49

READING: FIRST

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:

A RESOLUTION AUTHORIZING THE INSTALLATION OF ADDITIONAL STOP SIGNS ON NORTH STREET AND CURVE ROAD AT THE INTERSECTION OF ARMSTRONG ROAD IN ORDER TO ESTABLISH AN ALL-WAY STOP CONDITION.

BACKGROUND:

The intersection of Armstrong Road, Curve Road, and North Street is currently a three (3) leg intersection with limited intersection sight distance. Currently, Armstrong Road is a STOP condition and the Curve Road to North Street movement is a non-STOP condition. The Ravines at Olentangy development has commenced on the north side of Curve Road which will eventually bring a fourth leg into this intersection in the form of Rochdale Run. Construction activities have commenced on the development site to the north. The addition of a fourth leg to this intersection will exacerbate the sight distance issue. The City, via an arbitration Agreement with the Developer, is obligated to mitigate the sight distance issue at this intersection. Other alternatives to mitigate the issue have been considered but deemed infeasible. The alternatives included re-aligning the existing roads or acquiring adjacent private property to perform significant embankment excavation. The plan is to install the additional STOP signs at this time, ahead of the opening of Rochdale Run next summer.

REASON WHY LEGISLATION IS NEEDED:

The STOP signs are warranted as determined by Public Works Engineers. This legislation is required in order for the new STOP signs to be enforceable.

COMMITTEE RECOMMENDATION:

The Parking and Safety Committee recommended approval at their meeting on November 21, 2016.

FISCAL IMPACT(S):

The signage plan for the proposed conversion of the intersection will be prepared by Public Works staff. The installation of the new signs will also be performed in-house by Public Works staff. The estimated cost for materials for this project is \$250.

POLICY CHANGES:

N/A

PRESENTER(S):

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

RECOMMENDATION:

Approval

ATTACHMENT(S)

Illustrative Intersection Exhibit

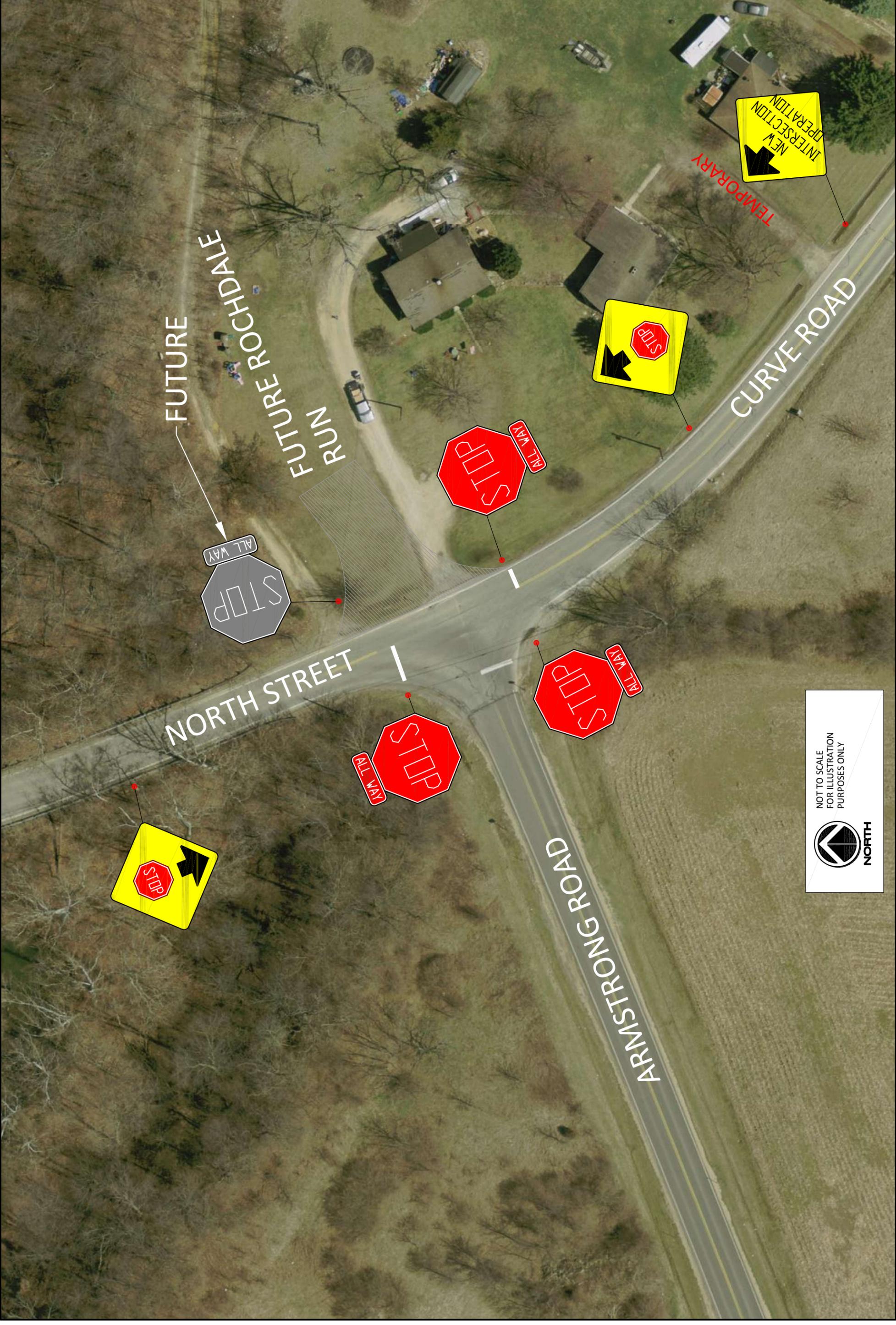
REVISIONS	DESCRIPTION	DATE	NO.	APPROVED

CURVE ROAD
ARMSTRONG ROAD
INTERSECTION

PROPOSED STOP
CONDITION



DATE ISSUED: 11/21/2016
Sheet 01/01



NOT TO SCALE
FOR ILLUSTRATION
PURPOSES ONLY

With the signature of the City Manager confirming that this is an economic development project, Mr. Xue Gong Chen has applied for a Transfer Exempt Permit (TRES) which would bring a D5 permit from another Ohio community into the City of Delaware because, there are no available D5 permits in the City at this time. After the TRES application endorsement is signed, the City will receive the D5 Notice to Legislative Authority Waiver of Objections after processing by the Ohio Division of Liquor Control and the applicant has applied for the actual permit to be transferred.

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

2791900		TREX		FLYING PIG ALE HOUSE LLC DBA: THE FLYING PIG ALE HOUSE 12 S SANDUSKY ST DELAWARE OH 43015
02 01 2015		PERMIT NUMBER		
08 22 2016		ISSUE DATE		
D5		FILING DATE		
21 022 B		PERMIT CLASSES		
F17420		TAX DISTRICT		RECEIPT NO.

FROM 11/18/2016

0848829				BOSCO CAFE LLC DBA BOSCO CAFE 1-3 FL & PARTIAL BSMT 80 S SIXTH ST COLUMBUS OH 43215
02 01 2015		PERMIT NUMBER		
08 22 2016		ISSUE DATE		
D5		FILING DATE		
25 044		PERMIT CLASSES		
		TAX DISTRICT		RECEIPT NO.



MAILED 11/18/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/19/2016

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 TREX 2791900**

(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

2791900 PERMIT NBR
FLYING PIG ALE HOUSE LLC
DBA THE FLYING PIG ALE HOUSE
12 S SANDUSKY ST
DELAWARE OH 43015

XUE GONG CHEN

11/16/2016 ACTIVE

PRESIDENT MAN-MBR5%M

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



FACT SHEET

AGENDA ITEM NO: 9

DATE: 11/28/16

ORDINANCE NO: 16-103

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: YES
November 28, 2016 at 7:30 p.m.
and December 12, 2016 at 7:30 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: --

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE MAKING APPROPRIATIONS FOR THE YEAR 2017, AND DECLARING AN EMERGENCY.

BACKGROUND:

This is the first reading and first public hearing of the budget. The budget is required to be adopted by Council pursuant to Section 78 of the City Charter.

The second reading and second public hearing is scheduled for December 14 and work sessions are scheduled for December 3 and December 10.

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

POLICY CHANGES:

N/A

PRESENTER(S):

R. Thomas Homan, City Manager
Dean Stelzer, Finance Director

RECOMMENDATION:

Approval at third reading

ATTACHMENT(S)

N/A

ORDINANCE NO. 16-103

AN ORDINANCE MAKING APPROPRIATIONS FOR THE
YEAR 2017 AND DECLARING AN EMERGENCY

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

SECTION 1. That from and out of the balances in the various funds of the City of Delaware, and from money anticipated to be received into said funds, there are hereby appropriated the following sums for use by the various departments of the City in performance of their functions and activities during the year ending December 31, 2017.

GENERAL FUND

CITY COUNCIL		
Personnel		129,671
Other		22,126
CITY MANAGER		
Personnel		594,310
Other		89,850
ADMINISTRATIVE SERVICES		
Personnel		232,534
Other		116,764
ECONOMIC DEVELOPMENT		
Personnel		180,535
Other		208,299
LEGAL AFFAIRS/PROSECUTOR		
Personnel		723,672
Other		74,088
FINANCE		
Personnel		1,241,885
Other		669,250
GENERAL ADMINISTRATION		
Other		5,684,387
RISK MANAGEMENT		
Other		332,900
POLICE		
Personnel		7,360,932
Other		812,437
PLANNING		
Personnel		979,171
Other		157,315
ENGINEERING		
Personnel		838,246
Other		647,083
MUNICIPAL BUILDINGS		
Personnel		127,949
Other		350,814
TOTAL GENERAL FUND		21,574,218
STREET MAINTENANCE & REPAIR		
Administration		
Personnel		665,077
Other		212,315
Street Maintenance		
Personnel		628,915
Other		742,579
Traffic Division		
Personnel		370,941
Other		304,346
TOTAL STREET MAINTENANCE		2,924,173

STATE HIGHWAY IMPROVEMENT		100,000
LICENSE FEE FUND		460,000
STORM SEWER FUND		
Operations		
Personnel	244,131	
Other	253,327	
Projects		
Other	1,045,000	
TOTAL STORM SEWER		1,542,458
PARKS & RECREATION FUND		
Park Maintenance		
Personnel	764,065	
Other	284,883	
Recreation		
Other	209,153	
Urban Forestry		
Personnel	73,368	
Other	62,250	
TOTAL PARKS & RECREATION		1,393,719
CEMETERY FUND		
Personnel	185,526	
Other	225,755	
TOTAL CEMETERY FUND		411,281
TREE FUND		125,000
AIRPORT OPERATIONS FUND		
Personnel	177,739	
Other	623,812	
TOTAL AIRPORT OPERATIONS FUND		801,551
AIRPORT 2000 T-HANGAR FUND		101,535
FIRE/EMS OPERATINS FUND		
Personnel	8,101,682	
Other	6,009,869	
TOTAL FIRE/EMS OPERATIONS FUND		14,111,551
MUNICIPAL COURT		
Judicial		
Personnel	1,210,712	
Other	70,150	
Clerk of Courts		
Personnel	1,276,164	
Other	84,875	
TOTAL MUNICIPAL COURT		2,641,901
RECREATION CENTER INCOME TAX		2,071,150
SKY CLIMBER/V&P HYDRAULICS TIF FUND		70,000
MILL RUN TIF FUND		170,000
IDIAM FUND		25,000
DRUG ENFORCEMENT FUND		49,000
INDIGENT ALCOHOL TREATMENT FUND		100,000

OMVI ENFORCEMENT & EDUCATION FUND	3,000
POLICE JUDGMENT FUND	70,000
PARKS EXACTION FEE FUND	201,241
COMPUTER LEGAL RESEARCH FUND	284,416
COURT SPECIAL PROJECTS FUND	416,257
COURT PROBATION SERVICES FUND	298,500
POLICE DISABILITY PENSION FUND	224,300
FIRE DISABILITY PENSION FUND	224,300
COMMUNITY PROMOTION FUND	108,529
COMMUNITY DEVELOPMENT BLOCK GRANT FUND	82,000
REVOLVING LOAN FUND	380,215
HOUSING PROGRAM INCOME FUND	12,619
CHIP GRANT 2015	179,000
GENERAL BOND RETIREMENT FUND	1,746,015
PARK IMPROVEMENT BOND FUND	1,292,902
SE HIGHLAND SEWER BOND FUND	995,772
CAPITAL IMPROVEMENTS FUND	3,729,158
FAA AIRPORT GRANT FUND	16,667
FAA AIRPORT AIP GRANT FUNC	424,020
EQUIPMENT REPLACEMENT FUND	506,077
PARK IMPACT FEE FUND	844,800
POLICE IMPACT FEE FUND	70,652
FIRE IMPACT FEE FUND	118,750
MUNICIPAL IMPACT FEE IMPROVEMENT FUND	152,023
GLENN ROAD SOUTH CONSTRUCTION FUND	11,376,840
GLENN ROAD NORTH CONSTRUCTION FUND	115,395
GLENN ROAD TIF FUND	266,082
GOLF COURSE FUND	
Personnel	138,195
Other	61,819
TOTAL GOLF COURSE FUND	200,014
PARKING LOT FUND	53,175

WATER FUND			
Administration			
	Personnel	250,974	
	Other	2,740,656	
Treatment			
	Personnel	808,385	
	Other	1,131,794	
Distribution			
	Personnel	580,428	
	Other	426,974	
	TOTAL WATER FUND		5,939,211
WATER CONSTRUCTION FUND			2,008,000
WATER CAPACITY FEE FUND			2,310,726
WATER CUSTOMER DEPOSIT FUND			37,000
SEWER FUND			
Administration			
	Personnel	204,725	
	Other	4,478,731	
Treatment			
	Personnel	875,435	
	Other	1,128,341	
Maintenance			
	Personnel	386,996	
	Other	317,447	
	TOTAL SEWER FUND		7,391,675
SEWER CONSTRUCTION FUND			2,076,333
SEWER CAPACITY FEE FUND			3,593,882
SE HIGHLAND SEWER FUND			995,925
REFUSE FUND			
Administration			
	Other	2,289,650	
Refuse Collection			
	Personnel	702,555	
	Other	1,717,383	
Recycling Collection			
	Personnel	452,869	
	Other	208,375	
	TOTAL REFUSE FUND		5,370,832
GARAGE ROTARY FUND			
	Personnel	325,158	
	Other	318,475	
	TOTAL GARAGE ROTARY FUND		643,633
INFORMATION TECHNOLOGY ROTARY FUND			
Staff Support			
	Personnel	419,857	
	Other	47,878	
System Support			
	Other	427,190	
GIS Operations			
	Personnel	89,495	
	Other	68,700	
	TOTAL IT ROTARY FUND		1,053,120
SELF INSURANCE FUND			5,332,100

WORKERS COMPENSATION RESERVE FUND	562,000
FIRE DONATION FUND	3,000
POLICE DONATION FUND	7,677
MAYOR'S DONATION FUND	2,800
PROJECT TRUST FUND	10,000
UNCLAIMED FUNDS TRUST FUND	8,000
UNCLAIMED FUNDS COURT FUND	2,500
DEVELOPMENT RESERVE FUND	150,000
JEDD INCOME TAX FUND	200,000
CEMETERY PERPETUAL CARE FUND	1,900
STATE HIGHWAY PATROL FUND	70,000
STATE BUILDING PERMIT FEE FUND	15,000
TOTAL APPROPRIATIONS - ALL FUNDS	110,850,570

SECTION 2. That the Finance Director is hereby authorized to make payment from any of the foregoing appropriations to the extent of the amounts contained in the respective appropriations whenever claims, duly approved by the officer authorized by law to approve such claims, are presented.

SECTION 3. That the Finance Director is hereby authorized and empowered to make necessary changes which are not in conflict with this ordinance within a given appropriation to carry out the functions of the City. No changes to the total amount of a departmental or fund appropriation may be made without the legislative action of the City Council.

SECTION 4. That any sums which shall be expended from the above appropriation and which are a proper charge against any other department, or against any person, firm or corporation, shall, if repaid within the period covered by such appropriation, be credited to the fund from which such payment was made.

SECTION 5. In accordance with Ohio Revised Code Sections 5705.14, 5705.15, and 5705.16 the Finance Director is hereby authorized to make the interfund transfers identified in the 2017 Budget Detail presented to, and approved by, City Council as part of the 2017 Budget adoption process.

SECTION 6. That the Clerk of Council is directed to certify a copy of this ordinance to the Budget Commission of Delaware County.

SECTION 7. Emergency Clause. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City, and further to provide lawful appropriations available for expenditure by January 1, 2017, and as such will be in full force and effect immediately upon its passage.

VOTE ON EMERGENCY CLAUSE:

YEAS ____ NAYS ____
 ABSTAIN ____ ABSTAIN ____

PASSED: _____, 2016

YEAS ____ NAYS ____
 ABSTAIN ____ ABSTAIN ____

ATTEST:

CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 10

DATE: 11/28/16

ORDINANCE NO: 16-98

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES
November 28, 2016 7:45 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING THE REZONING AMENDMENT FOR DELAWARE DEVELOPMENT PLAN LTD FROM A-1 (AGRICULTURAL DISTRICT) AND A-1 PMU (AGRICULTURAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) TO A-1 PMU FOR COUGHLIN'S CROSSING ON 15 PARCELS ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

BACKGROUND:

The applicant is proposing to rezone the approximate 80 acre site to a master planned mixed use development that would include commercial, office and residential uses on this signature site along US 23. The site encompasses fifteen parcels located east of US 23, west of Stratford Road, north of Meeker Way and south of Chesrown Chevrolet and Elliot Estates Subdivision. The southernmost three parcels and the northwest most parcel are located in the City and zoned A-1 (Agricultural District) and A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) respectively. The remaining eleven parcels are located in the Township and are zoned FR-1 (Farm Residential) and generally are single family detached dwellings. The subject eleven parcels are in the process of being annexed into the City though the formal filing has not occurred as of writing

The intent of the development is to provide a plan that takes advantage of the natural topography by preserving the existing streams and much of the trees with common significantly upgraded architectural design, streetscape, signage, lighting and pedestrian amenities to be compatible throughout the entire development and adjacent environment. The development would be divided into six Sub-Areas with specific permitted uses in each that provide scaled and transitional development with effective buffers adjacent to the single family residential homes along the Stratford Road corridor while transitioning to more auto-oriented uses along the US 23 corridor and maintaining a consistent high end architectural theme based on the surrounding environment and the historic Stratford Village area. The development also incorporates a large open space amenity call Stratford Commons as well as many acres of permanently reserved area. There would be two access locations along US 23 with one being signalized adjacent to Stratford Woods Subdivision and a right-in/right-out /left-in curb cut (no left out) adjacent to the traffic signal across from Wendy's, one full movement access point on Meeker Way and one full access point on Stratford Road. A proposed spine road would bisect the site connecting Meeker Way and US 23. The entire development would have to achieve compliance with following site plan standards identified in the development text and zoning code: tree replacement, landscaping and screening, pedestrian connectivity, lighting, signage, building architecture and materials along with all other City development requirements. The proposed development would be constructed in phases based on the market demands with public roads, bike paths, utility infrastructure and perimeter mounding and landscaping constructed in Phase 1.

REASON WHY LEGISLATION IS NEEDED:

Per Chapter 1130 Amendments of the Codified Ordinances.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 5-0 on November 2, 2016.

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

David Efland, Planning and Community Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

Staff Report

ORDINANCE NO. 16-98

AN ORDINANCE APPROVING THE REZONING AMENDMENT FOR DELAWARE DEVELOPMENT PLAN LTD FROM A-1 (AGRICULTURAL DISTRICT) AND A-1 PMU (AGRICULTURAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) TO A-1 PMU FOR COUGHLIN'S CROSSING ON 15 PARCELS ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

WHEREAS, the Planning Commission at its meeting of November 2, 2016 recommended approval of a Rezoning Amendment for Delaware Development Plan LTD from A-1 (Agricultural District) and A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) to A-1 PMU for Coughlin's Crossing on 15 parcels encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way (2016-2783) and

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

SECTION 1. That the Rezoning Amendment for Delaware Development Plan LTD from A-1 (Agricultural District) and A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) to A-1 PMU for Coughlin's Crossing on 15 parcels encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way, is hereby confirmed, approved, and accepted with the following conditions that:

1. Any new structure(s) or any change of use of any proposed buildings or property shall require conformance to all provisions of the Development Text.
2. The parcels and/or sites that have a layout on the Preliminary Development Plan shall require Final Development Plan approval while the parcels and/or site that do not have a layout shall require Preliminary and Final Development Approval by the Planning Commission and City Council.
3. The development text, renderings and all associated submitted plans (including the Comprehensive Sign Plan) comprise the zoning and development requirements for the site together with all other City applicable code and 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



FACT SHEET

AGENDA ITEM NO: 11

DATE: 11/28/16

ORDINANCE NO: 16-99

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES
November 28, 2016 at 7:45 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR DELAWARE DEVELOPMENT PLAN LTD ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

BACKGROUND:

The applicant is proposing to rezone the approximate 80 acre site to a master planned mixed use development that would include commercial, office and residential uses on this signature site along US 23. The site encompasses fifteen parcels located east of US 23, west of Stratford Road, north of Meeker Way and south of Chesrown Chevrolet and Elliot Estates Subdivision. The southernmost three parcels and the northwest most parcel are located in the City and zoned A-1 (Agricultural District) and A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) respectively. The remaining eleven parcels are located in the Township and are zoned FR-1 (Farm Residential) and generally are single family detached dwellings. The subject eleven parcels are in the process of being annexed into the City though the formal filing has not occurred as of writing

The intent of the development is to provide a plan that takes advantage of the natural topography by preserving the existing streams and much of the trees

with common significantly upgraded architectural design, streetscape, signage, lighting and pedestrian amenities to be compatible throughout the entire development and adjacent environment. The development would be divided into six Sub-Areas with specific permitted uses in each that provide scaled and transitional development with effective buffers adjacent to the single family residential homes along the Stratford Road corridor while transitioning to more auto-oriented uses along the US 23 corridor and maintaining a consistent high end architectural theme based on the surrounding environment and the historic Stratford Village area. The development also incorporates a large open space amenity call Stratford Commons as well as many acres of permanently reserved area. There would be two access locations along US 23 with one being signalized adjacent to Stratford Woods Subdivision and a right-in/right-out /left-in curb cut (no left out) adjacent to the traffic signal across from Wendy's, one full movement access point on Meeker Way and one full access point on Stratford Road. A proposed spine road would bisect the site connecting Meeker Way and US 23. The entire development would have to achieve compliance with following site plan standards identified in the development text and zoning code: tree replacement, landscaping and screening, pedestrian connectivity, lighting, signage, building architecture and materials along with all other City development requirements. The proposed development would be constructed in phases based on the market demands with public roads, bike paths, utility infrastructure and perimeter mounding and landscaping constructed in Phase 1.

REASON WHY LEGISLATION IS NEEDED:

Per Chapter 1148 Conditional Use Regulations of the Codified Ordinances.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 5-0 on November 2, 2016.

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

David Efland, Planning and Community Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

ORDINANCE NO. 16-99

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR DELAWARE DEVELOPMENT PLAN LTD ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

WHEREAS, the Planning Commission at its meeting of November 2, 2016 recommended approval of a Conditional Use Permit for allowing the placement of a PMU (Planned Mixed Use Overlay District) for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way (2016-2784) and

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

SECTION 1. That the Conditional Use Permit for allowing the placement of a PMU (Planned Mixed Use Overlay District) for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way, is hereby confirmed, approved, and accepted with the following conditions that:

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: 12

DATE: 11/28/16

ORDINANCE NO: 16-100

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES
November 28, 2016 at 7:45 p.m.

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING AN AMENDMENT TO THE COMPREHENSIVE PLAN FOR DELAWARE DEVELOPMENT PLAN LTD ON PROPERTY DESIGNATED AS MIXED USE, LOW DENSITY SINGLE FAMILY AND MEDIUM DENSITY SINGLE FAMILY ON THE FUTURE LAND USE MAP TO MIXED USE FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

BACKGROUND:

The applicant is proposing to rezone the approximate 80 acre site to a master planned mixed use development that would include commercial, office and residential uses on this signature site along US 23. The site encompasses fifteen parcels located east of US 23, west of Stratford Road, north of Meeker Way and south of Chesrown Chevrolet and Elliot Estates Subdivision. The southernmost three parcels and the northwest most parcel are located in the City and zoned A-1 (Agricultural District) and A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) respectively. The remaining eleven parcels are located in the Township and are zoned FR-1 (Farm Residential) and generally are single family detached dwellings. The subject eleven parcels are in the process of being annexed into the City though the formal filing has not occurred as of writing

The intent of the development is to provide a plan that takes advantage of the natural topography by preserving the existing streams and much of the trees with common significantly upgraded architectural design, streetscape, signage, lighting and pedestrian amenities to be compatible throughout the entire development and adjacent environment. The development would be divided into six Sub-Areas with specific permitted uses in each that provide scaled and transitional development with effective buffers adjacent to the single family residential homes along the Stratford Road corridor while transitioning to more auto-oriented uses along the US 23 corridor and maintaining a consistent high end architectural theme based on the surrounding environment and the historic Stratford Village area. The development also incorporates a large open space amenity call Stratford Commons as well as many acres of permanently reserved area. There would be two access locations along US 23 with one being signalized adjacent to Stratford Woods Subdivision and a right-in/right-out /left-in curb cut (no left out) adjacent to the traffic signal across from Wendy's, one full movement access point on Meeker Way and one full access point on Stratford Road. A proposed spine road would bisect the site connecting Meeker Way and US 23. The entire development would have to achieve compliance with following site plan standards identified in the development text and zoning code: tree replacement, landscaping and screening, pedestrian connectivity, lighting, signage, building architecture and materials along with all other City development requirements. The proposed development would be constructed in phases based on the market demands with public roads, bike paths, utility infrastructure and perimeter mounding and landscaping constructed in Phase 1.

REASON WHY LEGISLATION IS NEEDED:

Per Chapter 1130 Amendments of the Codified Ordinances.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 5-0 on November 2, 2016.

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

David Efland, Planning and Community Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

ORDINANCE NO. 16-100

AN ORDINANCE APPROVING AN AMENDMENT TO THE COMPREHENSIVE PLAN FOR DELAWARE DEVELOPMENT PLAN LTD ON PROPERTY DESIGNATED AS MIXED USE, LOW DENSITY SINGLE FAMILY AND MEDIUM DENSITY SINGLE FAMILY ON THE FUTURE LAND USE MAP TO MIXED USE FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

WHEREAS, the Planning Commission at its meeting of November 2, 2016 recommended approval of an Amendment to the Comprehensive Plan on property designated as mixed use, low density single family and medium density single family on the Future Land Use Map to mixed use for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way (2016-2785) and

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

SECTION 1. That an Amendment to the Comprehensive Plan on property designated as mixed use, low density single family and medium density single family on the Future Land Use Map to mixed use for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way, is hereby confirmed, approved, and accepted with the following conditions that:

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: 13

DATE: 11/28/16

ORDINANCE NO: 16-101

RESOLUTION NO:

READING: SECOND

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 PRELIMINARY DEVELOPMENT PLAN FOR DELAWARE DEVELOPMENT PLAN LTD FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

BACKGROUND:

The applicant is proposing to rezone the approximate 80 acre site to a master planned mixed use development that would include commercial, office and residential uses on this signature site along US 23. The site encompasses fifteen parcels located east of US 23, west of Stratford Road, north of Meeker Way and south of Chesrown Chevrolet and Elliot Estates Subdivision. The southernmost three parcels and the northwest most parcel are located in the City and zoned A-1 (Agricultural District) and A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) respectively. The remaining eleven parcels are located in the Township and are zoned FR-1 (Farm Residential) and generally are single family detached dwellings. The subject eleven parcels are in the process of being annexed into the City though the formal filing has not occurred as of writing

The intent of the development is to provide a plan that takes advantage of the natural topography by preserving the existing streams and much of the trees with common significantly upgraded architectural design, streetscape, signage, lighting and pedestrian amenities to be compatible throughout the entire development and adjacent environment. The development would be divided

into six Sub-Areas with specific permitted uses in each that provide scaled and transitional development with effective buffers adjacent to the single family residential homes along the Stratford Road corridor while transitioning to more auto-oriented uses along the US 23 corridor and maintaining a consistent high end architectural theme based on the surrounding environment and the historic Stratford Village area. The development also incorporates a large open space amenity call Stratford Commons as well as many acres of permanently reserved area. There would be two access locations along US 23 with one being signalized adjacent to Stratford Woods Subdivision and a right-in/right-out /left-in curb cut (no left out) adjacent to the traffic signal across from Wendy's, one full movement access point on Meeker Way and one full access point on Stratford Road. A proposed spine road would bisect the site connecting Meeker Way and US 23. The entire development would have to achieve compliance with following site plan standards identified in the development text and zoning code: tree replacement, landscaping and screening, pedestrian connectivity, lighting, signage, building architecture and materials along with all other City development requirements. The proposed development would be constructed in phases based on the market demands with public roads, bike paths, utility infrastructure and perimeter mounding and landscaping constructed in Phase 1.

REASON WHY LEGISLATION IS NEEDED:

Per Chapter 1129 Procedures of the Codified Ordinances.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 5-0 on November 2, 2016.

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

David Efland, Planning and Community Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

ORDINANCE NO. 16-101

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR DELAWARE DEVELOPMENT PLAN LTD FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

WHEREAS, the Planning Commission at its meeting of November 2, 2016 recommended approval of a Preliminary Development Plan for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way (2016-2786) and

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

SECTION 1. That the Preliminary Development Plan for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way, is hereby confirmed, approved, and accepted with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. Any new or existing utilities to be constructed and/or extended within the development shall comply with the City minimum requirements and as approved by the City Director of Utilities.
3. All State and local rules and regulations regarding the regulation of water courses within the site shall apply as they are in effect at the time of permitting.
4. The applicant shall be responsible for any roadway improvements and/or financial obligations of the traffic impact study per ODOT, City Engineer and County Engineer. The applicant shall recognize that traffic impact study has not been approved in final form and access points and the site layout may change as a result. Major changes will require resubmittal of the Preliminary Development Plan and possible amendment of the development text and accompanying planning documents.
5. An access easement though lot 1 to the Chesrown Property to the north to give access to the spine road and ultimately US 23 shall be delineated, executed and recorded at the County concurrent with or prior to development of any portion of the proposed spine road or development of the first Final Development Plan for the site. The applicant shall ensure

Chesrown's concurrence with such easement and its alignment prior to filing.

6. The applicant shall be required to provide easements for a sidewalk (if it cannot be accommodated within the existing right-of-way as determined by the City Engineer) along US 23 and shall make a payment in lieu of construction per the City Engineer with development of the first lot adjacent to US 23
7. Except for along US 23, concrete sidewalks shall be 5 feet in width, achieve compliance with minimum engineering requirements, shall be provided on one side of all public streets, and shall be located throughout the development to provide pedestrian connectivity to and between Sub-Areas, buildings and uses as determined through the Final Development Plan process.
8. The Final Development Plans shall achieved compliance with all fire department requirements.
9. The Janes Home and Janes Barn in Sub-Area 1b shall, in the absence of tenants, be maintained so as to retain the existing structural integrity and exterior aesthetic appeal of both buildings. Demolition of either structure in its entirety shall not be permitted unless a Final Development Plan that permits such demolition is approved per the development text.
10. The maximum amount of units permitted in Sub-Area 2a shall be 24 single-family attached and detached units.
11. The minimum apartment size in Sub-Area 2b shall be 800 square feet for a one bedroom unit and 200 square feet for each additional bedroom and shall be allowed as part of a mixed use commercial building only. Stand alone or separately constructed units shall require a Zone Amendment, Preliminary Development Plan amendment and subsequent Final Development Plan approval.
12. All the required landscape buffering shall be installed per the approved development text and all perimeter buffering and landscaping shall be installed for the entire 80 acre site with the first construction of any portion of the site.
13. Additional landscaping shall be installed between the rear of the building in Sub-Area 3 and Sub-Area 2 per staff approval consistent with this report and as determined at the Final Development Plan.
14. Lots 3, 9 and 13 shall be identified as preservation areas on the final plat.
15. According to the tree replacement schedule, the applicant shall pay \$100,000 up front with the first approved final development plan and infrastructure improvements. The balance of \$307,200 (or 3,072 caliper inches of qualifying replacement trees) shall be paid on a per acre basis as the site developments. The preliminary development plan identifies 67.95 net developable acres which would require \$4,521 per acre (\$307,200/\$67.95) to be paid as development occurs and as given in the process requirements of this section. The process shall be that when

each final development plan is approved a fee of \$4,521 per acre of the subject Final Development Plan would be required prior to construction drawing approval of the subject Final Development Plan

- 16. Every proposed new building shall achieve compliance with the design standards of the approved development text.
- 17. Any new signage (ground, building and other) shall achieve compliance with the Comprehensive Sign Plan, the current zoning code and the approved development text.
- 18. Any landscape plans shall be reviewed and approved by the Shade Tree Commission for strict compliance with the site landscaping requirements and recommendations.
- 19. Any lighting plan shall be reviewed and approved by the Chief Building Official and shall be consistent with the zoning text.
- 20. The parcels and/or sites that have a layout on the Preliminary Development Plan shall require Final Development Plan approval while the parcels and/or site that do not have a layout shall require Preliminary and Final Development Approval by the Planning Commission and City Council.
- 21. A stone monolith shall be installed at the US 23 and primary curb cut (Hawthorn Boulevard) into the development per the Gateways and Corridor Plan.
- 22. Stone piers shall be installed at regular intervals along the US 23 frontage of the development to be consistent with the Gateways and Corridor Plan and with other recently approved developments in the corridor during the Final Development Plan process.

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: 14

DATE: 11/28/16

ORDINANCE NO: 16-102

RESOLUTION NO:

READING: SECOND

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 PRELIMINARY SUBDIVISION PLAT FOR DELAWARE DEVELOPMENT PLAN LTD FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

BACKGROUND:

The applicant is proposing to rezone the approximate 80 acre site to a master planned mixed use development that would include commercial, office and residential uses on this signature site along US 23. The site encompasses fifteen parcels located east of US 23, west of Stratford Road, north of Meeker Way and south of Chesrown Chevrolet and Elliot Estates Subdivision. The southernmost three parcels and the northwest most parcel are located in the City and zoned A-1 (Agricultural District) and A-1 PMU (Agricultural District with a Planned Mixed Use Overlay District) respectively. The remaining eleven parcels are located in the Township and are zoned FR-1 (Farm Residential) and generally are single family detached dwellings. The subject eleven parcels are in the process of being annexed into the City though the formal filing has not occurred as of writing

The intent of the development is to provide a plan that takes advantage of the natural topography by preserving the existing streams and much of the trees with common significantly upgraded architectural design, streetscape, signage, lighting and pedestrian amenities to be compatible throughout the entire

development and adjacent environment. The development would be divided into six Sub-Areas with specific permitted uses in each that provide scaled and transitional development with effective buffers adjacent to the single family residential homes along the Stratford Road corridor while transitioning to more auto-oriented uses along the US 23 corridor and maintaining a consistent high end architectural theme based on the surrounding environment and the historic Stratford Village area. The development also incorporates a large open space amenity call Stratford Commons as well as many acres of permanently reserved area. There would be two access locations along US 23 with one being signalized adjacent to Stratford Woods Subdivision and a right-in/right-out /left-in curb cut (no left out) adjacent to the traffic signal across from Wendy's, one full movement access point on Meeker Way and one full access point on Stratford Road. A proposed spine road would bisect the site connecting Meeker Way and US 23. The entire development would have to achieve compliance with following site plan standards identified in the development text and zoning code: tree replacement, landscaping and screening, pedestrian connectivity, lighting, signage, building architecture and materials along with all other City development requirements. The proposed development would be constructed in phases based on the market demands with public roads, bike paths, utility infrastructure and perimeter mounding and landscaping constructed in Phase 1.

REASON WHY LEGISLATION IS NEEDED:

Per Chapter 1111 Platting of the Codified Ordinances.

COMMITTEE RECOMMENDATION:

Planning Commission approved this case 5-0 on November 2, 2016.

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

David Efland, Planning and Community Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

ORDINANCE NO. 16-102

AN ORDINANCE APPROVING A PRELIMINARY SUBDIVISION PLAT FOR DELAWARE DEVELOPMENT PLAN LTD FOR COUGHLIN'S CROSSING ENCOMPASSING APPROXIMATELY 80 ACRES LOCATED EAST OF US 23, WEST OF STRATFORD ROAD AND NORTH OF MEEKER WAY.

WHEREAS, the Planning Commission at its meeting of November 2, 2016 recommended approval of a Preliminary Subdivision Plat for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way (2016-2787) and

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

SECTION 1. That the Preliminary Subdivision Plat for Coughlin's Crossing encompassing approximately 80 acres located east of US 23, west of Stratford Road and north of Meeker Way, is hereby confirmed, approved, and accepted with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any stormwater and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department.
2. Any new or existing utilities to be constructed and/or extended within the development shall comply with the City minimum requirements and as approved by the City Director of Utilities.
3. Lots 3, 9 and 13 shall be identified as permanent preservation area (some allowing storm water improvements) on the Preliminary and Final Subdivision Plat.
4. An access easement though lot 1 to the Chesrown Property to the north to give access to the spine road and ultimately US 23 shall be delineated, executed and recorded at the County concurrent with or prior to development of any portion of the proposed spine road or development of the first Final Development Plan for the site. The applicant shall ensure Chesrown's concurrence with such easement and its alignment prior to filing.

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: 15

DATE: 11/28/16

ORDINANCE NO:

RESOLUTION NO: 16-50

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Dave Efland, Planning and Community Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 1.7023± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE DELAWARE DEVELOPMENT PLAN, LTD (AKA COUGHLIN'S CROSSING DEVELOPMENT RIGHT OF WAY) ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

BACKGROUND:

A portion of the currently proposed 80 Acre Coughlin's Crossing development on US23 south is not currently annexed into the City. The pending development plans and zoning text (recommended for passage by Planning Commission) account for the area in question. Annexation is a lengthy process that begins with a filing at the County, including passage of a resolution of services, and a final acceptance or denial of the annexation. The process can take several months to fully complete. The action herein is the first required city step in that process and includes passing a resolution indicating what services the City can provide to the subject property only. The subject property encompasses, principally, small pieces of right of way and existing Stratford Rd. only. City Council will have the opportunity to accept or reject the final annexation at a later date. This step is required by the Ohio Revised Code, Section 709.

REASON WHY LEGISLATION IS NEEDED:

The Ohio Revised Code provides the process that annexations must follow throughout Ohio. This is the first city step in that process requiring passage of a resolution indicating what services the city will provide to the subject site.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Dave Efland, Planning and Community Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

Petition for Annexation

Map

RESOLUTION NO. 16-50

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF DELAWARE WILL PROVIDE TO 1.7023 ± ACRES OF LAND, MORE OR LESS, DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE DELAWARE DEVELOPMENT PLAN, LTD (AKA COUGHLIN'S CROSSING RIGHT OF WAY) ANNEXATION BY MICHAEL R. SHADE, AGENT FOR THE PETITIONERS.

WHEREAS, Michael R. Shade, agent for the petitioners, has filed with the Delaware County Commissioners for annexation of 1.7023 acres of land, more or less, the description and map are attached hereto as Exhibits A and B, and

WHEREAS, Michael R. Shade, as agent for the petitioners on November 14, 2016 delivered to the Acting Clerk of the Delaware City Council the notice of his filing of the annexation petition with the Board of County Commissioners of Delaware County and its clerk on November 18, 2016, and

WHEREAS, the Ohio Revised Code requires that within 20 days following the date the petition is filed, the City Council shall, by resolution, adopt a statement as to what services, if any, the City will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation.

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

SECTION 1. That upon annexation to the City of Delaware of 1.7023± acres more or less as delineated on the attached Exhibits A and B, the City will provide the following services by the approximate date indicated as to each, provided all necessary lines, hydrants, and other apparatus are installed by the property owner as required by the City and said services shall be provided under the same conditions and same costs as they are provided to other residents in the City of Delaware:

- (a) Water - upon acceptance of annexation
- (b) Sanitary Sewer - upon acceptance of annexation
- (c) Refuse - upon acceptance of annexation
- (d) Fire - upon acceptance of annexation
- (e) Police - upon acceptance of annexation

(f) Road maintenance-upon acceptance of annexation

SECTION 2. That the Council of the City of Delaware, pursuant to Ohio Revised Code Section 709.023(D), hereby consents to the annexation.

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

SECTION 4. That the Clerk of Council shall prepare and furnish to the agent for the petitioners a certified copy of this resolution and file with the Delaware County Board of County Commissioners on or before 20 days from the filing of the annexation petition.

SECTION 5. That if the territory is annexed and becomes subject to zoning by the City of Delaware and the City permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under the current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the Council of the City of Delaware will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed and the adjacent land remaining within the township for purposes of this ordinance, buffer includes open space, landscaping, fences, walls, and other structured elements; streets and street rights of way; and bicycle and pedestrian paths and sidewalks.

SECTION 6. That this resolution shall take effect and be in force immediately after this passage.

PASSED: _____, 2016

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

BOARD OF COUNTY COMMISSIONERS OF
DELAWARE COUNTY, OHIO

PETITION FOR
DELAWARE DEVELOPMENT PLAN, LTD, THE
CITY OF DELAWARE, OHIO AND THE BOARD OF
COMMISSIONERS, DELAWARE COUNTY, OHIO
ANNEXATION
TO THE
CITY OF DELAWARE, OHIO
FROM THE
TOWNSHIP OF DELAWARE
CONSISTING OF
1.7023 ACRES:
EXPEDITED TYPE 2 ANNEXATION

Petitioner

Delaware Development Plan, LLC
PO Box 991
Pataskala, OH 43062

City of Delaware, Ohio
1 South Sandusky Street
Delaware, OH 43015

Board of Commissioners,
Delaware County, Ohio
101 N. Sandusky Street
Delaware, OH 43015

Agent for Petitioners

Michael R. Shade
Attorney at Law
1 West Winter Street, Suite 410
Delaware, Ohio 43015
Phone: 740-363-9232
Fax: (740)363-0146
Email : mrs@ss-dta.com

RECEIVED

NOV 17 2016

PETITION BY OWNERS OF REAL ESTATE FOR ANNEXATION
TO THE CITY OF DELAWARE, OHIO OF 1.7023 ACRES
IN THE TOWNSHIP OF DELAWARE

To: The Board of County Commissioners of Delaware County, Ohio

1. The undersigned petitioner ("the Petitioner" herein), being all of the owners of real estate in the following described territory consisting of 1.7023 acres situated in the Township of Delaware, County of Delaware, which area is contiguous with, adjacent to, and/or surrounded by the City of Delaware in part, to wit: see the legal description attached hereto as Exhibit A and the attached map, both of which are incorporated by reference herein ("described territory"), respectfully petition that the described territory be annexed to the City of Delaware, Ohio.

The description of the described territory ("the description" herein) and map were prepared by Chad S. Snow, Registered Professional Surveyor No. 8559, ms Consultants, Inc., for annexation purposes, from information of record in the Delaware County Courthouse. All record references, unless otherwise noted, are to public records on file at the Delaware County Recorder's Office; all statutory references, unless otherwise noted, are to the Ohio Revised Code.

2. In support of this Petition, the petitioners state that there are within the described territory sought to be annexed three (3) owner of the real estate. The real estate within area to be annexed and included in the description is owned as indicated on the following table:

Name of Petitioner	Address	Acreage Information	Deed Reference	Parcel ID No.
Delaware Development Plan, LTD	PO Box 991 Pataskala, OH 43062	<p>Land Owned .5293 ac.</p> <p>Land Owned 32.166 Acres Land in the ROW .239 acres. Land Outside of ROW 2.279 acres. Total Land of this Petitioner To be Annexed is .7683 Acres</p>	<p>Official Record Vol. 1392, Pages 788-789; Official Record Vol. 1392, Pages 790-791; Official Record Vol. 1392, Pages 792-794; Official Record Vol. 1392, Pages 795-797; Official Record Vol. 1392, Pages 798-800; Official Record Vol. 1392, Pages 801-803; and, Official Record Vol. 1392, Pages 1870-1872</p> <p>Official Record Vol. 1381, Pages 1250-1251</p>	<p>419-130-04-020-001</p> <p>419-130-04-021-000</p>
City of Delaware, Ohio	1 N. Sandusky Street Delaware, OH 43015	<p>Land Owned .1948 ac. Total Lands of this Petitioner to be Annexed is .1948 Acres</p>	Plat Book Vol. 1370, Pages 1550-1552	999-999-12-000-000

Board of Delaware County Commissioners	101 N. Sandusky Street Delaware, OH 43015	Land Owned .7390 ac. Total Lands of this Petitioner to be Annexed is .7390 Acres	At Time of Stratford Village Plat Recording	999-999-12-000-000
	Total Lands to be Annexed	1.7023 Acres		

All public road rights of way abutting any part of the described territory are not being annexed into and will not be located in the City of Delaware, Ohio except where the annexation is over lands on both sides of any roadway.

3. Michael R. Shade is hereby appointed Agent for the undersigned Petitioner ("the Agent" herein), as required by § 709.02 and the Agent's address is 1 West Winter Street, Suite 410, P.O. Box 438, Delaware, Ohio 43015. The agent is hereby authorized to make any amendment and/or decision which in his absolute and complete discretion is necessary or proper under the circumstances then existing and is specifically authorized to make any such amendment in order to correct any discrepancy or mistake noted by the Delaware County Engineer in his examination of the Petition and Plat. Any such amendment shall be made by the presentation of an amended description and map to the Board of County Commissioners on, before, or after the date set for hearing on this Petition.

4. An accurate map marked "Map of Territory to be Annexed to the City of Delaware" is attached hereto and made part of this petition.

5. A list containing the required information concerning all tracts, lots and parcels adjacent to or across the road from the area sought to be annexed is being filed by the Agent at the time of the filing of this Petition.

6. No island of unincorporated area is being created by this annexation.

7. This petition is filed as an Expedited II annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of annexation proceedings and is being submitted pursuant the provisions of § 709.021 when owners unanimously request annexation and § 709.023 when the area being annexed is not to be excluded from the township. The area sought to be annexed shall not upon the annexation be excluded from Delaware Township, Delaware County, Ohio in conformity with the provisions of § 709.023.

8. The City of Delaware, Ohio will pass and submit to the Board of County Commissioners of Delaware County, Ohio a resolution of services within twenty (20) days of the date of the filing of this petition and file same with the Clerk of the Board of County Commissioners of Delaware County, Ohio.

9. The current zoning for land to the east in the Township of Delaware, Delaware County, Ohio is presently Farm Residential District (FR-1). The current zoning for land to the west and the north in the City of Delaware, Ohio are presently Agricultural District (A-1). The comprehensive plan duly adopted by the City of Delaware, Ohio anticipates that any future use would be for Mixed Use and Low and medium Residential

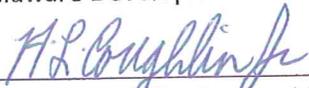
Uses. This proposed use may somewhat be an incompatible land use to the Farm Residential District in the Township of Delaware, Delaware County, Ohio but may not be incompatible to the long term use plan for the area. The City of Delaware, Ohio will pass a resolution requiring that any buffering necessary as provided in Section 702.023 of the Ohio Revised Code shall be complied with and will follow the buffering requirements of the City of Delaware, Ohio Zoning Ordinances. Said resolution of services and buffering will be passed and submitted to the Board of County Commissioners of Delaware County, Ohio by the City of Delaware, Ohio within twenty (20) day of the date of the filing of this petition and file same with the Clerk of the Board of County Commissioners of Delaware County, Ohio.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Signatures of Petitioner :

Delaware Development Plan, LTD



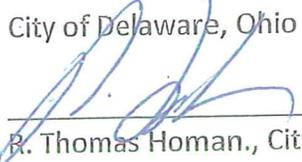
Albert L. Coughlin, Jr., President

Dated: November 1, 2016

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Signatures of Petitioner :

City of Delaware, Ohio


R. Thomas Homan., City Manager

Dated: October 31, 2016

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Signatures of Petitioner :

Board of Delaware County Commissioners

* No Signature Required (See Below)
Ferzan M. Ahmed, County Administrator

Dated: November 14, 2016

*- Per ORC Section 709.02 (E) and at the direction and opinion of legal counsel for the Delaware County Commissioner, no signature is required on behalf of the Board of Delaware County Commissioners.

FROM: DELAWARE TOWNSHIP

TO: CITY OF DELAWARE

Situated in the State of Ohio, County of Delaware, Township of Delaware, part of Farm Lot 14, Quarter Township 1, Township 4, Range 19 of the United States Military District, and being all of a 0.5293 acre tract, calculated, (Auditor's Tax Parcel 4191300402001) and described in deeds to Delaware Development Plan, Ltd. in Book 1392, Page 788, 790, 792, 795, 798 and 801, part of a 32.166 acre tract (Auditor's Tax Parcel 41913004021000) as described in a deed to Delaware Development Plan, Ltd. in Book 1381 page 1250, part of Meeker Way, Parcel 19-WDV, as described in a Judgment Entry to the City of Delaware, Ohio in Book 1406 page 438-448 and part of the right of way of Stratford Road, County Road 4, as shown in Plat of the Town of Stratford in Plat Book 1 page 58, all records on file in the Recorder's Office, Delaware County, Ohio, and being further described as follows:

Beginning at the northwesterly corner of Lot 17 of said Plat of the Town of Stratford and being on the easterly right of way of Stratford Road;

Thence South $07^{\circ} 32' 33''$ West, following the easterly right of way of Stratford Road and the westerly lines of Lot 17 through Lot 6, for a distance of 974.01 feet to a point at the intersection of the easterly right of Stratford Road and the extension of the southerly line of said Parcel 19-WDV;

Thence North $86^{\circ} 40' 26''$ West, following the extension of the southerly line of said Parcel 19-WDV, crossing the right of way of Stratford Road and then following the northerly of a 5.31 acre tract as described in a deed to The Delaware County Historical Society in Instrument Number 20110001284, for a distance of 83.18 feet to a point on the northerly line of said Historical Society tract and being a corner common with said Parcel 19-WDV and also on the Delaware Corporation line as established by Ordinance No. 00-41 dated the 13th day of November, 2000;

Thence North $07^{\circ} 32' 33''$ East, following along the City of Delaware Corporation line, following the westerly line of said Parcel 19-WDV, passing through said Meeker Way and then along the westerly line of said 0.5293 acre Delaware Development Plan tract, for a distance of 631.11 feet to the northeasterly corner of said 0.5293 acre Delaware Development Plan tract, on the southerly line of said 32.166 acre Delaware Development Plan tract and also being on the southerly line of the City of Delaware Corporation line as established by Ordinance No. 97-13;

Thence South $86^{\circ} 46' 53''$ East, continuing along the City of Delaware Corporation line, the northerly line of said 0.5293 acre Delaware Development Plan tract and the southerly line of said 32.166 acre Delaware Development Plan tract, for a distance of 20.06 feet to the westerly right of way of Stratford Road;

Thence North 07° 32' 33" East, continuing along the City of Delaware Corporation line, the westerly right of way of Stratford Road and passing through said 32.1666 acre Delaware Development Plan tract, for a distance of 348.33 feet to a point;

Thence South 81° 42' 26" East, continuing through said 32.166 acre Delaware Development Plan tract and crossing the right of way of Stratford Road, for a distance of 63.01 feet to the Beginning of this description, and containing 1.7023 acres of land, more or less.

The above description was prepared in the office of ms consultants, inc. located at 2221 Schrock Road, Columbus, Ohio by Chad S. Snow in May 2016, from the best available County Records and this information was derived from an actual field survey performed in March 2014. The above description is not valid for the transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

Chad S. Snow 07/21/16



DELAWARE COUNTY ENGINEER

MAP DEPARTMENT

I HEREBY CERTIFY THE WITHIN TO BE A TRUE

COPY OF THE ORIGINAL ON FILE IN THE

MAP DEPARTMENT.

CHRIS E. BAUSERMAN, P.E., P.S.,

COUNTY ENGINEER

[Signature]

SUPERVISOR

8/5/16

DATE

Michael R. Shade
Agent for Petitioners
P.O. Box 438, Delaware, Ohio 43015
(740) 363-9232
Fax (740) 363-0146

November 14, 2016

CITY OF DELAWARE, OHIO
1 SOUTH SANDUSKY STREET
DELAWARE, OH 43015

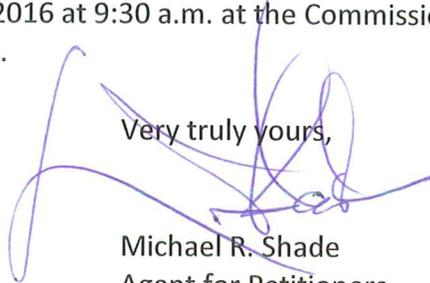
**Re: PETITION FOR DELAWARE DEVELOPMENT PLAN, LTD, THE CITY OF DELAWARE,
OHIO AND THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO
ANNEXATION TO THE CITY OF DELAWARE, OHIO FROM THE TOWNSHIP OF DELAWARE
CONSISTING OF 1.7023 ACRES: EXPEDITED TYPE 2 ANNEXATION**

Dear Property Owner:

The Delaware County Auditor's Office shows you are the owner of a tract, parcel or lot assigned permanent tax parcel numbers 99999912000000 and 99999914000000 which adjoins or is across the road from the lands of DELAWARE DEVELOPMENT PLAN, LTD et al. Annexation. Accordingly, pursuant to the requirements of Chapter 709 ORC and the Annexation Guidelines adopted by the Board of County Commissioners of Delaware County, Ohio, you are hereby notified that a petition for the above referenced annexation, a copy of which is enclosed, was filed with the Board of County Commissioners of Delaware County, Ohio and its Clerk on November 14 2016 at approximately 10:33 o'clock a.m. This is an Expedited Type 2 Annexation proceeding under the Guidelines and Procedures adopted by Resolution of the Board of Delaware County Commissioners for the processing of an annexation proceeding and is being submitted pursuant to the provisions of Section 709.021 ORC when owners unanimously request annexation and Section 709.023 ORC when the area being annexed is not to be excluded from Delaware Township, Delaware County, Ohio.

This action matter will come before the Board of Delaware County Commissioners of Delaware County, Ohio on December 12, 2016 at 9:30 a.m. at the Commissioner's Hearing Room, 101 N. Sandusky Street, Delaware, Ohio 43015.

Very truly yours,



Michael R. Shade
Agent for Petitioners

Enclosures



FACT SHEET

AGENDA ITEM NO: 16

DATE: 11/28/16

ORDINANCE NO:

RESOLUTION NO: 16-51

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Sean Hughes, Economic Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT OF THE SECURITY AGREEMENT ARISING OUT OF THE REVOLVING LOAN FUND (RLF) LOAN AGREEMENT WITH PRECISION TOWER PRODUCTS, LLC, FOR THE PURPOSE OF PURCHASING LAND AND EQUIPMENT AT THEIR NEW DEVELOPMENT SITE ON PITTSBURGH DRIVE.

BACKGROUND:

On December 7, 2015 the City and Precision Tower Products, LLC entered into RLF Loan Agreement the purchase of land and machinery and equipment for their new 77,525 sq. ft. facility on Pittsburgh Dr. As part of this agreement, Precision Tower Products, LLC agreed to the creation of 35 new FTE positions with a payroll of \$1.97 million. The company has gone through a reorganization and due to market conditions has changed their name to Sky Climber Fabricating LLC.

REASON WHY LEGISLATION IS NEEDED:

The owners of Precision Tower Products, LLC have reorganized their company and decided that due to market reasons, they need to change their name to Sky Climber Fabricating LLC. Therefore, we need to amend our original Loan Agreement and Closing Binder to reflect their new name.

COMMITTEE RECOMMENDATION:

Revolving Loan Fund Committee Recommends Approval

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Sean Hughes, Economic Development Director

STAFF RECOMMENDATION:

Approval

ATTACHMENT(S)

Letter from Company Requesting Name Change
Addendum to Closing Binder Documents

RESOLUTION NO. 16-51

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT OF THE SECURITY AGREEMENT ARISING OUT OF THE REVOLVING LOAN FUND (RLF) LOAN AGREEMENT WITH PRECISION TOWER PRODUCTS, LLC, FOR THE PURPOSE OF PURCHASING LAND AND EQUIPMENT AT THEIR NEW DEVELOPMENT SITE ON PITTSBURGH DRIVE.

WHEREAS, the City of Delaware has recognized the primary economic development goals of the CDBG RLF Program: 1) encouraging the expansion and stability of the economic base; and 2) encouraging increased employment opportunities, particularly for low-and moderate-income persons;

WHEREAS, the RLF Committee as required by the RLF Plan reviews and recommends RLF applications to City Council in order to expand, strengthen, and diversify a sound economic future for the community;

WHEREAS, the RLF Committee at its meeting of October 19, 2015 recommended approval of authorizing the City Manager to enter into a RLF Loan Agreement with Precision Tower Products, LLC for the purpose of purchasing land and equipment at their new development site on Pittsburgh Dr. (RLF 15-001);

WHEREAS, the RLF Committee recommended the loan amount of \$500,000 and the repayment term of 10 years with a 3% rate; and

WHEREAS, in Resolution 15-60, Council authorized the City Manager to enter in an RLF Loan Agreement with Precision Tower Products, LLC which was executed on October 26, 2015; and

WHEREAS, the OWNER of Precision Tower Products, LLC has changed the name of their company from Precision Tower Products, LLC to Sky Climber Fabricating LLC; and

WHEREAS, in order to execute this loan, the borrower's name on the Security Agreement and RLF Loan Agreement must be changed to Sky Climber Fabricating LLC; and

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

SECTION 1. That the City Manager is authorized to enter into an agreement to amend the Security Agreement and RLF Loan Agreement utilizing

an Addendum to Closing Binder Documents to reflect the new company name of Sky Climber Fabricating LLC for the purpose of purchasing land and machinery and equipment for their Pittsburgh Dr. project.

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

PASSED: _____, 2016

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR



PRECISION TOWER PRODUCTS

Experience the Power of Precision

June 9, 2016

Sean Hughes
Economic Development Manager
City of Delaware

Dear Sean;

I am writing to request a change of company name for the tax incentives provided to Precision Tower Products LLC. We are changing the name of the company that will be occupying the new building to Sky Climber Fabricating LLC. This change in company name is a result of us expanding the company's manufacturing capabilities outside of just the cell tower industry, enabling us to target additional industries and markets throughout the Midwest.

We view this change as very positive and expect it to assist the company to grow faster and be more diverse than originally proposed. We appreciate your assistance in supporting this company name change on the incentives. If you have any questions or concerns, please contact me at 740-203-3905.

Best Regards,

Todd King
President
Sky Climber Fabricating LLC

Addendum to Closing Binder Documents between The City of Delaware and Precision Tower Products, LLC dated December 7, 2015

A Closing Binder Document (CBD) was made by and between the City of Delaware, with its main offices located at 1 South Sandusky Street, Delaware, Ohio 43015 (hereafter referred to as "City") and Precision Tower Products, LLC, with its main offices located at 1800 Pittsburgh Drive, Delaware, Ohio 43015 (hereafter referred to as "Business") on the 7th day of December, 2015 (hereafter referred to as "CBDs").

WHEREAS, the City received a letter from Business dated June 9, 2016 (attached). Said letter outlined a request for change of company name for the pending tax incentive documents and the City must also change the company name on the CBDs. The name of the company will be changed to Sky Climber Fabricating LLC. The change in company name is a result of an expansion of the company's manufacturing capabilities outside of the cell tower industry and an internal restructuring of company partners.

WHEREAS, the parties wish to modify the terms of the original CBDs as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated contract.

Sky Climber Fabricating LLC will now assume all commitments of Precision Tower Products, as outlined in the Closing Binder Documents, including but not limited to:

1. Ownership of 9.495 acre parcel #419-220-01-006-000 (Pittsburgh Avenue) in Delaware, Ohio (purchase was made using RLF funds in the amount of \$230,300);
2. Construction of 70-80,000 sf building in the amount of \$3,530,000 on said parcel using private lender and equity funds;
3. Purchase 7 pieces of machinery/equipment in the amount of \$254,215 using RLF funds;
4. Complete relocation and architectural/engineering work related to said project in the amount of \$60,000 using equity funds;
5. Create 20 new full-time equivalent new positions with 11 being made available for persons from low- and moderate- income (LMI) beginning December 30, 2015 and ending December 30, 2019; and
6. Repayment of loan in the amount of \$484,515 with a 3% interest rate for a 10-year period.

The parties reaffirm no other terms or conditions of the above mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

Sky Climber Fabricating LLC will assume all other commitments outlined in the Project Loan Agreement, Cognovit Demand Promissory Note, Mortgage, Limited Liability Guarantee, and

Guarantee of Completion. It is understood by all parties that the company is changing its name, the majority of the partners are remaining in place and we have personal guarantees from all partners.

Dated: _____, 2016

CITY OF DELAWARE

SKY CLIMBER FABRICATING LLC

City Manager

CEO

City Clerk

President

Vice President

Approved as to form:

Law Director



FACT SHEET

AGENDA ITEM NO: 17

DATE: 11/28/16

ORDINANCE NO: 16-104

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Sean Hughes, Economic Development Director

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT AND SCHOOL COMPENSATION AGREEMENT WITH RLB ENTERPRISES, LLC, MIDWAY STRUCTURAL PIPE AND SUPPLY, INC., DELAWARE CITY SCHOOLS AND DELAWARE AREA CAREER CENTER INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON A PARCEL ON PITTSBURGH DRIVE, AND DECLARING AN EMERGENCY.

BACKGROUND:

We are requesting City Council's approval for the City Manager to enter into a Community Reinvestment Area (CRA) Tax Incentive Agreement and School Compensation Agreement with RLB ENTERPRISES, LLC, MIDWAY STRUCTURAL PIPE AND SUPPLY, INC., Delaware City Schools and Delaware Area Career Center for a \$2,500,000 investment in a 25,000 sq. ft. facility on 11 acres on Parcel 41922001006000 at the intersection of Pittsburgh Dr. and Section Line Rd.

Robin Brannan, owner of RLB Enterprises, LLC and Midway Structural Pipe & Supply, Inc. has submitted application for the Community Reinvestment Area Tax Abatement.

The company currently is operating at 999 Bonham Ave., Columbus with 18 employees. Midway Structural Pipe and Supply produces a full product line of pipe, valves and fittings. In their desire to relocate their operations, they have

explored multiple NW Central Ohio communities including the City of Delaware.

REASON WHY LEGISLATION IS NEEDED:

Our success in attracting Midway Structural Pipe & Supply, Inc would allow us to relocate their existing 18 employees from Columbus with a total payroll of \$1,400,000 to the City of Delaware making them new FTEs for Delaware. A successful project also would allow them to commit to hiring a minimum of 2 new FTEs with a minimum payroll of \$50,000 plus end of year incentives within 3 years in the City of Delaware.

The City of Delaware Tax Incentive Negotiating Committee (TINC) met on October 26, 2016 with the owners of the company. The TINC investigated the tax incentive/abatement application and found RLB ENTERPRISES, LLC and MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. qualified by financial responsibility and business experience to able to retain and create employment opportunities. The TINC (City, County, City School and Delaware Area Career Center representatives) recommends that City Council authorize these agreements. The TINC considers this a high return on investment (69.23%), advanced manufacturing, high priority project that is indicative of the target industries in the City's 2014 economic development plan.

Based on the RLB ENTERPRISES, LLC and MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. commitments of the creation of 20 FTEs with a payroll of \$1.45 million within 3 years of the completion of their, we are proposing the following incentives.

Summary of Incentives:

- Community Reinvestment Area (CRA) Tax Abatement
 - 100% tax abatement on vertical property improvements
 - 15 year term
 - Value of Abatement is estimated at \$345,195.29 (13.8% of their total investment with this project)
- School Compensation Agreement between the companies, the City of Delaware, Delaware City Schools and Delaware Area Career Center for \$4,162.50 per year for 15 years for a total of \$ 62,437.50 to be paid by the City of Delaware (50% of payroll taxes on payroll exceeding \$1 million per ORC section 5709.82). The minimum to be paid to the schools by the City of Delaware after 15 years is \$21,000.
- The company is required to meet with Delaware City Schools and Delaware Area Career Center to discuss labor and training programs.

- The company is required to join MainStreet Delaware (est. \$250/year) for the term of the abatement to assist in our efforts to keep our commercial core vibrant and prosperous.

All incentives contain claw back or incentive modification clauses if the company fails to meet its job and payroll commitment and term requirements.

COMMITTEE RECOMMENDATION:

Tax Incentive Negotiation Committee Recommends Approval

FISCAL IMPACT(S):

N/A

POLICY CHANGES:

N/A

PRESENTER(S):

Sean Hughes, Economic Development Director

RECOMMENDATION:

Approval

ATTACHMENT(S)

CRA School Notification Letters
Incentives Application
CRA Agreement
School Compensation Agreement

ORDINANCE NO. 16-104

AN ORDINANCE APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT AND SCHOOL COMPENSATION AGREEMENT WITH RLB ENTERPRISES, LLC, MIDWAY STRUCTURAL PIPE AND SUPPLY, INC., DELAWARE CITY SCHOOLS AND DELAWARE AREA CAREER CENTER FOR INVESTMENT IN REAL PROPERTY IMPROVEMENTS ON A PARCEL ON PITTSBURGH DRIVE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Delaware has encouraged development of and investment in real property in the area designated as Community Reinvestment Area 141-1135-1 pursuant to ORC 3735; and

WHEREAS, the City of Delaware by Resolution Number 01-52, resolved to review and approve all Community Reinvestment Area Agreements which meet the statutory guidelines;

WHEREAS, the City of Delaware partners with impacted school districts to ensure mutual benefit from economic development projects; and

WHEREAS, the Council of the City of Delaware established an economic development fund to attract, incentive and assist high return on investment projects in the City of Delaware; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF DELAWARE, DELAWARE COUNTY, OHIO, that:

SECTION 1. The Community Reinvestment Area Agreement by and between the City of Delaware and RLB Enterprises, LLC and Midway Structural Pipe and Supply, Inc. meets all of the guidelines established by the State of Ohio and the City of Delaware, and the same is hereby approved.

SECTION 2. The School Compensation Agreement by and between the City of Delaware, Delaware City School District and RLB Enterprises, LLC and Midway Structural Pipe and Supply, INC. meets all of the school compensation guidelines established by the State of Ohio and the City of Delaware, and the same is hereby approved.

SECTION 3. That the City Council of the City of Delaware hereby authorizes the execution of said agreements by the City Manager to implement the Community Reinvestment Area Program and School Compensation Agreement for this project.

SECTION 4. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

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

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

VOTE ON EMERGENCY CLAUSE:

YEAS___ NAYS___
ABSTAIN ___

PASSED: _____, 2016

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

COMMUNITY REINVESTMENT AREA AGREEMENT
CITY OF DELAWARE and **RLB ENTERPRISES, LLC AND
MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.**

This Agreement made and entered into by and between the City of Delaware, Ohio, a municipal government, with its main offices located at 1 South Sandusky Street, Delaware, Ohio 43015, and **RLB ENTERPRISES, LLC, 10509 MacKenzie Way, Dublin, OH 43017** and **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. d.b.a. STEVEN STEEL SUPPLY, and LANNIS FENCE SYSTEMS, 999 Bonham Ave., Columbus, OH 43211**, WITNESSETH;

WHEREAS, the City of Delaware has encouraged the development of real property and the acquisition of personal property located in the area designated as Community Reinvestment Area 141-1135-01; and

WHEREAS, **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** desires to relocate its business from Columbus, OH to parcel #41922001006000 on Pittsburgh Dr. and lease a 25,000 sq. ft. facility to be constructed and owned by **RLB ENTERPRISES, LLC** at this parcel. This PROJECT will take place within the boundaries of the aforementioned Community Reinvestment Area provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, **RLB ENTERPRISES, LLC** is the owner of the real property and 25,000 sq. ft. facility to be constructed and **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** is the job creator tenant of **RLB ENTERPRISES, LLC** at parcel #41922001006000 on Pittsburgh Dr.; and

WHEREAS, the Council of the City of Delaware, Ohio, by Resolution No. 01-52 adopted July 23, 2001, designated the area as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective September 4, 2001, the Director of the Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 01-52 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as Community Reinvestment Area #141-1135-01 under said Chapter 3735; and

WHEREAS, the City of Delaware, having the appropriate authority for the stated type of project desires to provide **RLB ENTERPRISES, LLC** and **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.**, has submitted a proposed agreement application (herein attached as Exhibit A and incorporated herein by reference) to the City of Delaware (hereinafter referred to as "APPLICATION"); and

WHEREAS, **RLB ENTERPRISES, LLC** has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the APPLICATION to be forwarded to said department with a copy of the final agreement; and

WHEREAS, **RLB ENTERPRISES, LLC** has remitted the required City of Delaware application fee of \$750.00 made payable to the City of Delaware with the APPLICATION; and

WHEREAS, the Tax Incentive Negotiating Committee of the City of Delaware has investigated the APPLICATION of **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.**, and has recommended the same to the Council of the City of Delaware on the basis that **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.**, is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City of Delaware; and

WHEREAS, the Project Site as proposed by **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** and **RLB ENTERPRISES, LLC**, is located in the Delaware City School District and the Delaware Area Career Center (per the attached resolutions authorizing the superintendents to act on behalf of the board) has been notified in accordance with Section 5709.83 of the Ohio Revised Code and been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. **RLB ENTERPRISES, LLC** shall construct a new 25,000 sq. ft. facility on 11 acres of parcel #41922001006000 on Pittsburgh Dr. for occupancy by **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.**

The PROJECT will begin February 14, 2017 and all construction will be completed by December 31, 2017. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

2. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** shall create **20 new full-time equivalent (FTE)** jobs at the Delaware facility. The job creation period begins **December 31, 2017** and all jobs will be in place by **December 31, 2020** (3 years or 36 months after the completion of the PROJECT per ORC 3735).

This creation of new jobs shall result in at least ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,450,000) in total new annual payroll generated at the PROJECT Site.

3. Based on new job and payroll creation levels, the City of Delaware estimates an annual new employee income tax revenue amount of \$26,825 (\$1,450,000 payroll times the current income tax rate of 1.85%) for the PROJECT. If, in any year after the first three-year grace period of this Agreement, the level of new payroll yields an annual new employee income tax revenue which does not reach or falls below the estimate established by this Agreement, **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND/OR RLB ENTERPRISES, LLC**, agree to reimburse the City of Delaware for lost employee income taxes. Should the City's income tax rates change, the reimbursement will be adjusted accordingly. Alternatively, the City of Delaware may, at its discretion, modify this CRA agreement to lower the **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND/OR RLB ENTERPRISES, LLC** CRA percentage and/or term while adjusting the company's FTE and payroll commitments to match the company's actual hiring performance at the time of reporting to the City's Tax Incentive Review Council.

To the extent that **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. and RLB ENTERPRISES, LLC** substantially comply with the terms of this Section 3 of this Agreement, the company shall incur no income tax reimbursement penalty.

4. The incentives detailed in this Agreement are based on the arrangement between **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. and RLB ENTERPRISES, LLC** creating the jobs and payroll detailed above. If **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** terminates its lease or otherwise vacates the building during the term of the abatement, **RLB ENTERPRISES, LLC** may meet the FTE and payroll requirement by leasing the building to a replacement company, as long as the replacement is in place within 11 months

of **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** vacating the building. If a new tenant is not found within 11 months, Section 3 of this Agreement will apply.

5. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** will join MainStreet Delaware at the \$250 level or the current equivalent for each year of the 15-year term of the abatement.

6. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** will meet with both Delaware City Schools and the Delaware Area Career Center to discuss labor force and training needs.

7. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with the Agreement, including returns filed pursuant to Sections 5711.02 and 5727.08 of the Ohio Revised Code if requested by the Council (ORC 3735.671(C)(7)).

If Ohio tax law changes result in no net tax incentive benefits (tax incentives offered through this Agreement minus any school compensation payment is negative), MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC may request that the City of Delaware Tax Incentive Review Council modify or terminate this Agreement.

8. If, at any time during this Agreement, the payroll for the PROJECT exceeds \$1 million, The City of Delaware shall directly compensate the Delaware City School District and Delaware Area Career Center per the School Compensation Agreement **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES, LLC**, Community Reinvestment Area #141-1135-01

9. The City of Delaware hereby grants **RLB ENTERPRISES, LLC and tenant MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** a tax exemption for real property improvements made to the PROJECT Site pursuant to Section 3735.67 of the Ohio Revised Code and shall be for fifteen (15) years in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
Year 1	100%
Year 2	100%

Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%
Year 11	100%
Year 12	100%
Year 13	100%
Year 14	100%
Year 15	100%

The exemption commences the first full taxable year the facility is 100% complete. No exemption shall commence before January 1, 2018, nor extend beyond December 31, 2033. Said exemption shall be based on the increase on the assessed value of real property attributed to the real property improvements at the PROJECT Site. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND/OR RLB ENTERPRISES, LLC** must file the appropriate tax forms with the Delaware County Auditor to effect and maintain the exemptions covered in the Agreement. The appropriate #913 Ohio tax form also must be filed annually.

10. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the Agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.

The fee shall be made payable to the City of Delaware once per year for each year the Agreement is effective by December 31 of the reporting year. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

11. Waiver Requirement (for jobs relocated within Ohio)

If the Ohio Development Services Agency Director has issued a waiver under Section 5709.633 of the Ohio Revised Code as a condition for the Agreement to be executed, the following applies:

Continuation of this Agreement is subject to the validity of the circumstances upon which **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** applied for, and the Director of the Ohio Development Services Agency issued, the waiver pursuant to Section 5709.633 of the Ohio Revised Code. If, after formal approval of this Agreement by the City of Delaware, the Director or the City of Delaware discovers that such a circumstance did not exist, **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** shall be deemed to have materially failed to comply with this Agreement. The formal waiver document shall be incorporated as an exhibit to this Agreement and specifies conditions enumerated in Section 5709.633 of the Ohio Revised Code upon which the waiver was issued.

10. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter (ORC 3735.671(C)(2)).

11. The City of Delaware shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions (ORC 3735.671(C)(4)).

12. If, for any reason, the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the area, or the City of Delaware revokes the designation of the area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** materially fails to fulfill their obligations under this Agreement and the City of Delaware terminates or modifies the exemptions from taxation granted under this Agreement (ORC 3735.671(C)(5)).

13. If **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** materially fails to fulfill their obligations under this Agreement, or if the City of Delaware determines that the certification as to

delinquent taxes required by this Agreement is fraudulent, the City of Delaware may terminate or modify the exemptions from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.

14. (a) **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** hereby certifies that at the time this Agreement is executed, **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** is liable under Chapters 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** for the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

(b) **RLB ENTERPRISES, LLC** hereby certifies that at the time this Agreement is executed, **RLB ENTERPRISES, LLC** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **RLB ENTERPRISES, LLC** is liable under Chapters 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, **RLB ENTERPRISES, LLC** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **RLB ENTERPRISES, LLC** for the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

15. (a) **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

(b) **RLB ENTERPRISES, LLC** affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

16. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC., RLB ENTERPRISES, LLC** and the City of Delaware acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Delaware and approval and execution of this Agreement by **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES, LLC** as a condition for the Agreement to take effect (ORC 3735.671(C)(10)).

17. The City of Delaware has developed a policy to ensure recipients of a Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES, LLC** are committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

18. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC**, any successor property owner, or any related member (as those terms are defined in Division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections (ORC 3735.671(C)(9)).

19. In any three-year period after the first three years during which this Agreement is in effect, if the actual number of employee positions created or retained by **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.** is not equal to or greater than ninety percent of the number of employee positions committed to be created or retained under this Agreement, **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition or alternatively, the City of Delaware may terminate or modify the exemptions from taxation granted under this Agreement.

20. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES, LLC** affirmatively covenants that they have made no false statements to the State or local political subdivision in the process of obtaining approval for the Community Reinvestment Area incentives. If any representative of **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. OR RLB ENTERPRISES, LLC** shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to Ohio Revised Code Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

21. This Agreement is not transferable or assignable without the express, written approval of the City of Delaware.

22. All terms of this Agreement are severable, and in the event any of them shall be held invalid by any court of competent jurisdiction, such invalidity shall not affect the remainder of the Agreement and the Agreement shall be construed as if such invalid terms were not contained herein. The laws of the State of Ohio and the City of Delaware shall govern the interpretation and enforcement of this Agreement.

23. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES, LLC** acknowledge that if any person that is party to an agreement granting an exemption from taxation discontinues operations at the structure to which that exemption applies prior to the expiration of the term of the agreement, that person, any successor to that person, and any related member shall not enter into an agreement under this Section or Sections 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code, and no legislative authority shall enter into such an agreement with such a person, successor, or related member, prior to the expiration of five years after the discontinuation of operations. As used in this division, 'successor' means a person to which the assets or equity of another person has been transferred, which transfer resulted in the full or partial non-recognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the tax commissioner. 'Related member' has the same meaning as defined in section 5733.042 of the

Ohio Revised Code without regard to Division (B) of that section (ORC 3735.671(E)).

24. **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES, LLC** hereby represents that they have full authority to act, negotiate, and execute this Agreement.

IN WITNESS WHEREOF, the City of Delaware, Ohio, by R. Thomas Homan, its City Manager, and pursuant to **Resolution** __-__ adopted on _____, has caused this instrument to be executed this ____ day of _____ 2016, and **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES, LLC** has caused this instrument to be executed on this _____ day of _____ 2016.

CITY OF DELAWARE

By: _____
R. Thomas Homan, City Manager

MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.

By: _____
Robin Brannan, President

RLB ENTERPRISES, LLC,

By: _____
Robin Brannan, President

Approved as to form:

By: _____
Darren Shulman, Delaware City Attorney

School Compensation Agreement
MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES, LLC
Community Reinvestment Area #141-1135-01

This Agreement between the **City of Delaware**, a municipal corporation, with its offices at 1 South Sandusky Street, Delaware, Ohio 43015; **Delaware City School District Board of Education**, a public school district, with its principal offices at 74 W William Street, Delaware, Ohio 43015; **Delaware Area Career Center Board of Education**, a public school district with its principal offices at 4565 Columbus Pike, Delaware, OH 43015 and **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.**, 999 Bonham Ave., Columbus, OH 43211 and **RLB ENTERPRISES, LLC**, 10509 MacKenzie Way, Dublin, OH 43017, specifies the manner in which and procedures to be used pursuant to Ohio Revised Code Chapters 3735 and 5709 authorizing general school district compensation for lost revenues relating to the Community Reinvestment Area tax abatement for the construction of a new headquarters and manufacturing facility in the City of Delaware's Community Reinvestment Area #141-1135-01.

WHEREAS, the Community Reinvestment Program, pursuant to Chapter 3735 of the Ohio Revised Code authorizes cities and counties to grant real property tax exemptions on eligible new investments; and

WHEREAS, the Council of the City of Delaware, Ohio, by Resolution No. 01-52, adopted July 23, 2001, designated the area as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective September 4, 2001, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 01-52 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as Community Reinvestment Area #141-1135-01 under said Chapter 3735; and

Whereas, effective November 26, 2001, a Delaware City School District Board of Education resolution authorized the Superintendent to act on its behalf to negotiate, approve, and define terms and conditions on any Tax Incentive Agreement; the minutes of the January 15, 2014 Tax Incentive Negotiating Committee document the Superintendent's approval; and

Whereas, effective April 15, 2004, a Delaware Area Career Center Board of Education resolution authorized the Superintendent to act on its behalf to negotiate, approve, and define terms and conditions on any Tax Incentive Agreement; and

Whereas, the City of Delaware within **Ordinance Number 16-__** adopted on _____, 2016, has acted pursuant to ORC 3735 to grant a tax exemption to **MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES,**

LLC and entered into a formal Community Reinvestment Area Abatement Agreement on _____ **2016**; and

Whereas, Items 7 and 8 of the Community Reinvestment Area Abatement Agreement relating to the aforementioned project requires compensation to the Delaware City School District and Delaware Area Career Center for the sole benefit of educational initiatives.

Now therefore, in consideration of the foregoing and of the mutual promises, covenants, and agreements hereinafter set forth by the City of Delaware, Delaware City School District, Delaware Area Career Center and Precision Tower Products, LLC, agree as follows:

Section 1. THE CITY OF DELAWARE, shall pay an estimated THREE THOUSAND NINE HUNDRED NINETY ONE DOLLARS AND EIGHTY FOUR CENTS (\$3,991.84) per year for fifteen (15) years to the Delaware City School District and an estimated ONE HUNDRED AND SEVENTY DOLLARS AND SIXTY SIX CENTS (\$170.66) per year for fifteen (15) years to the Delaware Area Career Center based on the respective proportional percentages of total property taxes each would have received on the PROJECT, or FIFTY PERCENT (50%) of income taxes collected on the PROJECT on payroll of over \$1 million based on the respective proportional percentages of total property taxes each would have received on the PROJECT in accordance with the terms and conditions set forth in Item 2 of the Community Reinvestment Area Agreement for the referenced project. The above amounts are estimates based on company provided payroll budgets and may deviate based on actual payroll collections during the 15-year term of the CRA agreement.

Section 2. This payment outlined in Section 1 above shall be made upon receipt of invoices from the school districts established in this Agreement, and the first payment shall be due by December 31 each year following receipt of income taxes and dispersed per Section 3 of this agreement. If during any year, the PROJECT payroll falls below ONE MILLION DOLLARS (\$1,000,000.00) the City will not need to make an annual payment to either school district, however, the minimum total payments to the school districts (proportional to the percentage of property taxes they would have received without the PROJECT) after 15 years is \$21,000. If, at the end of the 15 year abatement, the total paid to both school districts is below \$21,000, the City will pay the difference as a lump sum proportionally to the percentage of property taxes each would have received without the PROJECT. If the CRA Agreement is terminated before the end of 15 years, all school compensation payments shall be terminated.

Section 3. The cash payment made by the City of Delaware to the Delaware City School District and Delaware Area Career Center **satisfies ORC Section 5709.82C(2) (School Compensation Agreement is mutually acceptable)** and

shall be used for educational initiatives for the sole benefit of the Delaware City Schools and the Delaware Area Career Center.

Section 4. This Agreement may be amended or modified by the parties, only in writing, signed by all parties to the Agreement or by applicable law changes.

Note: All parties agree that if Ohio tax reform results in no net tax incentive benefits (if the sum of tax incentives offered through the Community Reinvestment Area Agreement minus the school compensation payment is negative), Precision Tower Products, LLC may request that the City of Delaware Tax Incentive Review Council recommend agreement modification or termination. No School Compensation payment is required if there is no net tax benefit to MIDWAY STRUCTURAL PIPE AND SUPPLY, INC. AND RLB ENTERPRISES, LLC.

Section 5. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind between the parties with respect to the subject matter of this Agreement.

Section 6. All payments, certificates, reports, and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

R. Thomas Homan, City Manager
City of Delaware
1 South Sandusky Street
Delaware, Ohio 43015

Paul A. Craft, PhD, Superintendent
Delaware City School District
74 W William Street
Delaware, Ohio 43015

Mary Beth Freeman, Superintendent
Delaware Area Career Center
4565 Columbus Pike
Delaware, Ohio 43015

Robin Brannan, President
MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.
10509 MacKenzie Way,
Dublin, OH 43017

Robin Brannan, President
RLB ENTERPRISES, LLC
10509 MacKenzie Way,
Dublin, OH 43017

Any party may change its contact or mailing address for receiving notices and reports by giving written notice of such change to the other parties.

Section 7. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

In witness whereof, the parties have caused this Agreement to be executed as of this **day of** **2016**.

CITY OF DELAWARE

R. Thomas Homan

DELAWARE CITY SCHOOL DISTRICT

Paul A. Craft, Superintendent

DELAWARE AREA CAREER CENTER

Mary Beth Freeman, Superintendent

MIDWAY STRUCTURAL PIPE AND SUPPLY, INC.

Robin Brannan, President
RLB ENTERPRISES, LLC

Robin Brannan, President

Approved as to form:

By: _____
Darren Shulman, Delaware City Attorney



October 31, 2016

Mary Beth Freeman
Superintendent
Delaware Area Career Center
4565 Columbus Pike
Delaware, OH 43015

Paul Craft
Superintendent
Delaware City Schools
248 North Washington Street
Delaware, OH 43015

RE: RLB Enterprises, LLC/Midway Structural Pipe and Supply, Inc. Community Reinvestment Area
Request for Tax Incentives and School Compensation Agreement

Dear Superintendents Craft and Freeman:

In an effort to attract RLB Enterprises, LLC and their possible tenant, Midway Structural Pipe and Supply, Inc. to the City of Delaware, the City of Delaware's Incentive Negotiation Committee, that includes the superintendents and treasurers from the impacted school districts, negotiated a 100% for 15 year CRA tax abatement for their project to be located at Parcel #4192200100600 at the intersection of Pittsburgh Dr. and Section Line Rd. As part of the CRA abatement, the City of Delaware has agreed to a School Compensation Agreement with an annual payment equal to 50% of payroll taxes over \$1 million with a minimum total of \$21,000 after 15 years. The total of payments to both Delaware City Schools and Delaware Area Career Center would be \$ 4,162.50/year for a total of \$ 62,437.50 after fifteen years.

All incentives are based on Midway Structural Pipe and Supply's commitments of the creation of 20 new full-time jobs to the City of Delaware with a payroll minimum of \$1,450,000 within 3 years of the completion of your project. A copy of their application for tax incentives and letter of intent (offer) is attached.

Due to Midway Structural Pipe and Supply being a tenant of RLB Enterprises 25,000 sq. ft. building, the actual CRA agreement will be with both RLB Enterprises, LLC and Midway Structural Pipe and Supply with Midway Structural Pipe and Supply being listed as a job creator on the project so that both the building owner and the tenant have shared responsibility in the job and payroll creation.

CRA (ORC 3735.65-70) guidelines require that Boards of Education be informed of amendments, notice requirements, review rights, meeting requests, revenue sharing requirements, and/or program participation. Since the CRA legislation and company agreements contain many legal requirements, you may want to review Ohio Revised Code references (please see:

<http://onlinedocs.andersonpublishing.com/>).

The City of Delaware is requesting a waiver of the required 45 business day notice period so that Delaware City Council will be able to consider these requests at our regularly scheduled Council meeting on November 14, 2016, held at Delaware City Hall, 1 South Sandusky Street, Delaware, at 7:00 P.M. A second reading and public hearing may be scheduled for November 28, 2016, but may not be needed if Council chooses to take action on the first reading for economic development purposes. School Board Members, staff and the public are welcome to attend these meetings. Please let me know if you require any further assistance. I can be reached at 740.203.1016 or shughes@delawareohio.net. Please email me with confirmation of receipt of this notification so that I can send it with our petition to the Ohio Development Services Agency.

Yours Sincerely,
Sean Hughes
Economic Development Director

xc: Honorable George Kaitsa, Auditor
R. Thomas Homan, City Manager
Dean Stelzer Finance Director
Melissa Lee , Treasurer, Delaware City School District
Chris Bell, Treasurer, Delaware Area Career Center
Bob Lamb, Delaware County Economic Development Director

Attached:

1. ORC 3735.671
2. RLB Enterprises, LLC/Midway Structural Pipe and Supply, Inc. application for tax incentives
3. RLB Enterprises, LLC/Midway Structural Pipe and Supply, Inc. incentives letter of intent

3735.671 Written agreement where commercial or industrial property is to be exempted.

(A) If construction or remodeling of commercial or industrial property is to be exempted from taxation pursuant to section 3735.67 of the Revised Code, the legislative authority and the owner of the property, prior to the commencement of construction or remodeling, shall enter into a written agreement, binding on both parties for a period of time that does not end prior to the end of the period of the exemption, that includes all of the information and statements prescribed by this section. Agreements may include terms not prescribed by this section, but such terms shall in no way derogate from the information and statements prescribed by this section.

(1) Except as otherwise provided in division (A)(2) or (3) of this section, an agreement entered into under this section shall not be approved by the legislative authority unless the board of education of the city, local, or exempted village school district within the territory of which the property is or will be located approves the agreement. For the purpose of obtaining such approval, the legislative authority shall certify a copy of the agreement to the board of education not later than forty-five days prior to approving the agreement, excluding Saturday, Sunday, and a legal holiday as defined in section 1.14 of the Revised Code. The board of education, by resolution adopted by a majority of the board, shall approve or disapprove the agreement and certify a copy of the resolution to the legislative authority not later than fourteen days prior to the date stipulated by the legislative authority as the date upon which approval of the agreement is to be formally considered by the legislative authority. The board of education may include in the resolution conditions under which the board would approve the agreement. The legislative authority may approve an agreement at any time after the board of education certifies its resolution approving the agreement to the legislative authority, or, if the board approves the agreement conditionally, at any time after the conditions are agreed to by the board and the legislative authority.

(2) Approval of an agreement by the board of education is not required under division (A)(1) of this section if, for each tax year the real property is exempted from taxation, the sum of the following quantities, as estimated at or prior to the time the agreement is formally approved by the legislative authority, equals or exceeds fifty per cent of the amount of taxes, as estimated at or prior to that time, that would have been charged and payable that year upon the real property had that property not been exempted from taxation:

(a) The amount of taxes charged and payable on any portion of the assessed valuation of the new structure or remodeling that will not be exempted from taxation under the agreement;

(b) The amount of taxes charged and payable on tangible personal property located on the premises of the new structure or of the structure to be remodeled under the agreement, whether payable by the owner of the structure or by a related member, as defined in section 5733.042 of the Revised Code without regard to division (B) of that section.

(c) The amount of any cash payment by the owner of the new structure or structure to be remodeled to the school district, the dollar value, as mutually agreed to by the owner and the board of education, of any property or services provided by the owner of the property to the school district, whether by gift, loan, or otherwise, and any payment by the legislative authority to the school district pursuant to section 5709.82 of the Revised Code.

The estimates of quantities used for purposes of division (A)(2) of this section shall be estimated by the legislative authority. The legislative authority shall certify to the board of education that the estimates have been made in good faith. Departures of the actual quantities from the estimates subsequent to approval of the agreement by the

board of education do not invalidate the agreement.

(3) If a board of education has adopted a resolution waiving its right to approve agreements and the resolution remains in effect, approval of an agreement by the board is not required under this division. If a board of education has adopted a resolution allowing a legislative authority to deliver the notice required under this division fewer than forty-five business days prior to the legislative authority's execution of the agreement, the legislative authority shall deliver the notice to the board not later than the number of days prior to such execution as prescribed by the board in its resolution. If a board of education adopts a resolution waiving its right to approve agreements or shortening the notification period, the board shall certify a copy of the resolution to the legislative authority. If the board of education rescinds such a resolution, it shall certify notice of the rescission to the legislative authority.

(B) Each agreement shall include the following information:

(1) The names of all parties to the agreement;

(2) A description of the remodeling or construction, whether or not to be exempted from taxation, including existing or new structure size and cost thereof; the value of machinery, equipment, furniture, and fixtures, including an itemization of the value of machinery, equipment, furniture, and fixtures used at another location in this state prior to the agreement and relocated or to be relocated from that location to the property, and the value of machinery, equipment, furniture, and fixtures at the facility prior to the execution of the agreement; the value of inventory at the property, including an itemization of the value of inventory held at another location in this state prior to the agreement and relocated or to be relocated from that location to the property, and the value of inventory held at the property prior to the execution of the agreement;

(3) The scheduled starting and completion dates of remodeling or construction of real property or of investments made in machinery, equipment, furniture, fixtures, and inventory;

(4) Estimates of the number of employee positions to be created each year of the agreement and of the number of employee positions retained by the owner due to the remodeling or construction, itemized as to the number of full-time, part-time, permanent, and temporary positions;

(5) Estimates of the dollar amount of payroll attributable to the positions set forth in division (B)(4) of this section, similarly itemized;

(6) The number of employee positions, if any, at the property and at any other location in this state at the time the agreement is executed, itemized as to the number of full-time, part-time, permanent, and temporary positions.

(C) Each agreement shall set forth the following information and incorporate the following statements:

(1) A description of real property to be exempted from taxation under the agreement, the percentage of the assessed valuation of the real property exempted from taxation, and the period for which the exemption is granted, accompanied by the statement: "The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after

(insert date) nor extend beyond (insert date)."

(2) "..... (insert name of owner) shall pay such real property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If (insert name of owner) fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter."

(3) "..... (insert name of owner) hereby certifies that at the time this agreement is executed, (insert name of owner) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which (insert name of owner) is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, (insert name of owner) currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against (insert name of owner). For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes."

(4) "..... (insert name of municipal corporation or county) shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions."

(5) "If for any reason (insert name of municipal corporation or county) revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless (insert name of owner) materially fails to fulfill its obligations under this agreement and (insert name of municipal corporation or county) terminates or modifies the exemptions from taxation pursuant to this agreement."

(6) "If (insert name of owner) materially fails to fulfill its obligations under this agreement, or if (insert name of municipal corporation or county) determines that the certification as to delinquent taxes required by this agreement is fraudulent, (insert name of municipal corporation or county) may terminate or modify the exemptions from taxation granted under this agreement."

(7) "..... (insert name of owner) shall provide to the proper tax incentive review council any information reasonably required by the council to evaluate the applicant's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council."

(8) "This agreement is not transferable or assignable without the express, written approval of (insert name of municipal corporation or county)."

(9) "Exemptions from taxation granted under this agreement shall be revoked if it is determined that (insert name of owner), any successor to that person, or any related member (as those terms are defined in division (E) of section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under division (E) of section 3735.671 or section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time

prescribed by that division or either of those sections."

(10) "..... (insert name of owner) and (insert name of municipal corporation or county) acknowledge that this agreement must be approved by formal action of the legislative authority of (insert name of municipal corporation or county) as a condition for the agreement to take effect. This agreement takes effect upon such approval."

The statement described in division (C)(6) of this section may include the following statement, appended at the end of the statement: ", and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement." If the agreement includes a statement requiring repayment of exempted taxes, it also may authorize the legislative authority to secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

(D) Except as otherwise provided in this division, an agreement entered into under this section shall require that the owner pay an annual fee equal to the greater of one per cent of the amount of taxes exempted under the agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars. The fee shall be payable to the legislative authority once per year for each year the agreement is effective on the days and in the form specified in the agreement. Fees paid shall be deposited in a special fund created for such purpose by the legislative authority and shall be used by the legislative authority exclusively for the purpose of complying with section [3735.672](#) of the Revised Code and by the tax incentive review council created under section [5709.85](#) of the Revised Code exclusively for the purposes of performing the duties prescribed under that section. The legislative authority may waive or reduce the amount of the fee, but such waiver or reduction does not affect the obligations of the legislative authority or the tax incentive review council to comply with section [3735.672](#) or [5709.85](#) of the Revised Code.

(E) If any person that is party to an agreement granting an exemption from taxation discontinues operations at the structure to which that exemption applies prior to the expiration of the term of the agreement, that person, any successor to that person, and any related member shall not enter into an agreement under this section or section [5709.62](#), [5709.63](#), or [5709.632](#) of the Revised Code, and no legislative authority shall enter into such an agreement with such a person, successor, or related member, prior to the expiration of five years after the discontinuation of operations. As used in this division, "successor" means a person to which the assets or equity of another person has been transferred, which transfer resulted in the full or partial nonrecognition of gain or loss, or resulted in a carryover basis, both as determined by rule adopted by the tax commissioner. "Related member" has the same meaning as defined in section [5733.042](#) of the Revised Code without regard to division (B) of that section.

The director of development shall review all agreements submitted to the director under division (F) of this section for the purpose of enforcing this division. If the director determines there has been a violation of this division, the director shall notify the legislative authority of such violation, and the legislative authority immediately shall revoke the exemption granted under the agreement.

(F) When an agreement is entered into under this section, the legislative authority authorizing the agreement shall

forward a copy of the agreement to the director of development within fifteen days after the agreement is entered into.

Effective Date: 09-26-2003; 03-23-2005



INCENTIVES APPLICATION

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Enterprise Name: Midway Structural Pipe & Supply, Inc. ----- doing business in Ohio as Steven Steel Supply and Lannis Fence Systems

Contact Person: Robin L. Brannan (Owner) or Alan D. Brannan

Address: 999 Bonham Ave., Columbus, OH 43211

Telephone Number: (Robin Cell) 614-499-0549
(Alan Cell) 614-271-9181

b. Project site: Southern Corner of Pittsburgh Drive and South Section Line Road – approx. 11 acres

Contact Person: Same as above

Address:

Telephone Number:

Date: October 13, 2016

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

- Steel Fabrication
- Wholesale of Structural Steel Pipe
- Commercial and Residential Fence

b. List primary 6 digit North American Industry Classification System (NAICS) #
Business may list other relevant SIC numbers. 423500

c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: n/a

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
- S Corporation

3. Name of principal owner(s) or officers of the business. Robin L. Brannan (100% - female owned)

4. a. State the enterprise's current employment level at the proposed project site: 18 - 20

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

- Relocated from Columbus, OH
- Relocated to Delaware, OH

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): 18 - 20

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: 18 - 20

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

- 18 to 20 employees will be relocated
- Approximately \$8.5 million of Revenue to be relocated
- Approximately \$1.5 million of Inventory to be relocated
- Approximately 11 acres to be purchased
- A new building of approximately 25,000 square feet to be built

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
No X

b. Any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State? No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets). n/a

6. Project Description: see 4. f. above

7. Project will begin ASAP ,2016 and be completed not later than October ,2017 provided a tax exemption and or incentives are provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

I expect to add 2 - 3 incremental positions; and, I would expect a few of the current employee pool to not relocate and those positions would be instantly filled from the local Delaware candidate pool.

b. State the time frame of this projected hiring: n/a yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): Any replacements would be instant, and all incremental would be over a period of the first 12 - 18 months. Also, we have no part-time or seasonal employees, they are all permanent, full-time.

9. a. Estimate the amount of annual payroll such new employees will add \$ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

All of our employees are full time

- Exempt: \$40,000 to \$80,000 per year, plus benefits, plus year-end incentive pay
- Non-exempt: \$25,000 to \$50,000 per year, plus benefits, plus year-end incentive pay

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

- \$1.4 million --- this includes Owner profits which are taxed as ordinary income due to S-Corporation structure, plus
- full benefits package for all employees
 - Paid vacation (Paid-time-off)
 - Full health care
 - Vision
 - Dental
 - Life Insurance
 - Short-term disability
 - Long-term disability

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

- A. Acquisition of Buildings: \$
- B. Additions/New Construction: \$ 1,500,000 - 2,000,000

C. Improvements to existing buildings:	\$
D. Machinery & Equipment:	\$
E. Furniture & Fixtures:	\$
F. Inventory:	\$
 Total New Project Investment:	 \$

11. a. Business requests the following incentives:

- Tax Abatement (CRA)
- Economic Development Incentive Grant
- Tax Increment Financing (TIF)
- Sales Tax abatement

b. Business's reasons for requesting incentives (be quantitatively specific as possible):

- i. Current Situation: Currently, I lease 11 acres with a lease that runs through 2020. If I wished to purely minimize expenses and disruption, I would purchase the land I currently lease and not move. From a purely economic standpoint, staying where I am at is my best option and it minimizes my property taxes. However,
- ii. I believe my ability to recruit and retain quality employees is better in Delaware with a new facility. I also believe that my business will be better served and represented with a new facility.
- iii. I believe that I can benefit Delaware as follows:
 - bringing payroll of approximately \$1.4 million to City of Delaware, with full Benefits package for all employees
 - instantly bringing approximately 18 – 20 jobs to Delaware
 - all business/job growth to be filled from Delaware candidate pool
 - 100% Woman Owned Business – currently going through certification
 - other relocation options are available to Midway, primarily staying at current location or relocating within Columbus city limits
 - Plus, the Owner lives in Delaware county

Submission of this application expressly authorizes (name of local jurisdiction) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item# 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to

release specific tax records to the local jurisdiction considering the request. (The Applicant agrees to supply additional information upon request.)

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct, to the best of our knowledge, and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Name of Property Owner Robin L. Brannan

Date October 13, 2016

Signature



Robin L. Brannan

Typed Name and Title Owner

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Incentives Agreements as Exhibit A

EXHIBIT "A"

PROPERTY DESCRIPTION





FACT SHEET

AGENDA ITEM NO: 18

DATE: 11/28/16

ORDINANCE NO: 16-105

RESOLUTION NO:

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
Darren Shulman, City Attorney

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A SETTLEMENT AGREEMENT WITH THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND WOLF INDUSTRIAL PARK COMPANY.

BACKGROUND:

This agreement facilitates the resolution of the County's eminent domain case for land needed for Sawmill Parkway from Wolf Industrial Corp. The owners of the property have requested that the public right of way for planned future roads through their property be dedicated now (prior to potential future development). The proposed location of the roads and associated access points, has been reviewed by the City Public Works and Planning Staff, and which has concluded that the specifications listed adequately protect the City's interests should development occur. With City concurrence, the County was able to finalize the property acquisition necessary for the construction of Sawmill Parkway immediately south of US42.

REASON WHY LEGISLATION IS NEEDED:

Pursuant to Charter, intergovernmental agreements require an ordinance. This settlement includes the County.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

POLICY CHANGES:

N/A

PRESENTER(S):

Bill Ferrigno, Public Works Director/City Engineer
Darren Shulman, City Attorney

RECOMMENDATION:

Approval

ATTACHMENT(S)

Settlement Agreement

ORDINANCE NO. 16-105

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A SETTLEMENT AGREEMENT WITH THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND WOLF INDUSTRIAL PARK COMPANY.

WHEREAS, the City of Delaware and Delaware County have worked together to advance the plan for and construct Sawmill Parkway through the southwest corner of the City, and

WHEREAS, the County acting as lead agency worked with property owners to acquire necessary easements and right of way for construction of the parkway, and

WHEREAS, an agreement with the owners of the Wolf Industrial Park property involved adjustments to access to Sawmill Parkway and proposed alignments for future service roads to be constructed on the property, and

WHEREAS, City consent to such conditions is required by the County and property owner as part of the property settlement agreement.

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 be signatory on the Settlement Agreement for the purchase of property from Wolf Industrial Park.

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

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into on this ____ day of _____, 2016, by and among the Delaware County Board of Commissioners (the "County"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the City of Delaware (the "City"), whose address is 1 South Sandusky Street, Delaware, Ohio 43015, and Wolf Industrial Park Co. ("Wolf"), whose address is US 42 S, P.O. Box 352, Delaware, Ohio 43015, any of which may hereinafter individually be referred to as "Party" and which hereinafter collectively may be referred to as the "Parties."

RECITALS

WHEREAS, on or about January 23, 2015, the County and the City entered into a cooperative agreement relating to the construction of the Sawmill Parkway Extension (the "Project"); and

WHEREAS, on or about September 28, 2015, and in furtherance of the construction of the Sawmill Parkway Extension, the County filed a Petition for Appropriation of Property against Wolf, being Delaware County Common Pleas Case No. 15-CV-H-09-0640, to appropriate a portion of Wolf's property for use in connection with the Project (the "Litigation"); and

WHEREAS, as a result of direct negotiations, the County and Wolf now wish to fully settle and resolve the Litigation, and the Parties wish to set forth the conditions for providing vehicular access to Wolf's residual property from the Project;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The County and Wolf shall, within fifteen (15) days of the execution of this Agreement, execute and file with the Court a stipulation of dismissal of the Litigation, which shall mutually acknowledge that the dismissal shall not constitute abandonment of the Litigation for purposes of R.C. 163.21.
2. Wolf shall, within fifteen (15) days of the preparation of final conveyance documents by the County, deliver to the County fully executed and notarized copies of the warranty deed and deed of easement attached hereto as Exhibit A and, by this reference, fully incorporated herein. Said documents shall be held in escrow by the County and are to be recorded at the time of the filing of the stipulation of dismissal with the Court.
3. Wolf shall be entitled to retain the deposit paid by the County in the Litigation and distributed to Wolf, which shall constitute full just compensation for the appropriation of Wolf's property. Wolf, in consideration of the agreed upon compensation, releases all claims for further compensation, including damages and interest, resulting from the appropriation of property for the Project.
4. The County ordered a design modification to the Project in order to relocate the intersection located east of Wolf's property in the original approved design for the

Project to a new location on the Wolf property as shown on Exhibit B. The parcel owned by Tamela S. Bauslaugh, as depicted on Exhibit B, shall have access to the aforementioned intersection by using Road A and Road B. The relocation of the intersection will provide Wolf with direct, unrestricted, full-movement access to and from its residual lands both north and south of the Project to and from Sawmill Parkway. Wolf acknowledges that the design modification required a change order to the County's contract with its design professional and agrees to pay to the County \$9,850.00, which constitutes fifty percent (50%) of the cost of the change order, payable within thirty (30) days of the execution of this Agreement.

5. The City and Wolf agree to the location of city streets connecting to the relocated intersection and extending adjacent to or across Wolf's residual lands, as depicted on Exhibit B. Wolf agrees to dedicate, at no cost to the City or County, such right-of-way in fee simple from its residual lands necessary for the city streets, designated as Road A and Road B. However, the right of way for Road A, from the intersection of Road A and Road B to the planned cul-de-sac to be designed and located at the terminus of Road A, will not be conveyed to the City until such time as the location and design of the cul-de-sac has been approved by the City, RS 42 North LLC and Wolf. The right of way for Roads A and B shall be at least sixty (60) feet in width and shall not exceed ninety (90) feet in width. Road A must extend into the 10 acre tract and the 50 acre tract owned by RS 42 North LLC, and into the 50 plus acre tract owned by Wolf, so that all three properties will have access to Sawmill Parkway using the cul-de-sac and Road A. Wolf shall be furnished, subject to the approval of the City Engineer in accordance with City location and design standards, curb cut approvals by the City, to access Roads A and B for the development of its Property, at no cost to Wolf or its limited liability company to be formed by the partners of Wolf. Said limited liability company shall be bound by the terms of this Settlement Agreement. Notwithstanding the foregoing sentence, Wolf's successors in interest, excepting therefrom Wolf's LLC, may be subject to assessment for curb cut approvals, in addition to other costs for the development, plan review, and construction of Roads A and B and related improvements. The Parties acknowledge that neither the City nor the County shall be required to construct the city streets depicted on Exhibit B as Road A, Road B and the cul-de-sac. The County will cause the preparation of documents for the dedication of the right-of-ways as a "Cost of the Project" for which the City shall be responsible in its entirety.
6. This Agreement shall be binding upon all Parties, and the Parties' respective successors, or assigns, and shall insure to the Parties' benefit and to that of their respective directors, managers, shareholders, officers, employees, agents or other representative of any kind.
7. This Agreement shall be governed by the laws of the State of Ohio, and any and all disputes arising hereunder shall be filed in and heard before the courts of Delaware County, Ohio.
8. The Parties acknowledge and agree that this Agreement is voluntarily entered into by all Parties hereto and that they have each reviewed this Agreement and have had an opportunity to obtain the advice of counsel of their choice prior to execution.

9. In the event that any portion of this Agreement is deemed illegal, invalid, or unenforceable, in any respect, then such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid, or unenforceable provision had never been contained herein.
10. This Agreement may be executed in counterparts, and a copy or fax shall constitute an original.
11. This Agreement shall constitute the full and entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no agreements, representations, or covenants except as specifically set forth herein. All prior settlement discussions, negotiations, and demands of any kind are fully merged into this Agreement and are to be construed to be of no further force or effect, it being the intention of the Parties that this Agreement shall serve as the sole and entire expression of their agreement and understanding. This Agreement may not be amended or modified except by an instrument in writing signed by all Parties.
12. None of the Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision hereof to be construed against the drafter.
13. The Parties represent and warrant that the person executing this Agreement on their behalf is duly authorized by each of them to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

DELAWARE COUNTY BOARD OF COMMISSIONERS

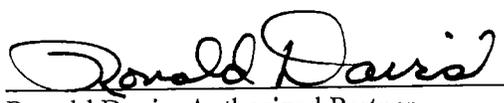


Ferzan M. Ahmed, County Administrator

CITY OF DELAWARE

R. Thomas Homan, City Manager

WOLF INDUSTRIAL PARK COMPANY



Ronald Davis, Authorized Partner



EXHIBIT A

ODOT LPA RE 801
Rev. 09/2009

Warranty Deed
LPA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Wolf Industrial Park Company, the Grantor(s) herein, in consideration of the sum of \$1.00 to be paid by the Board of Commissioners of Delaware County, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 84-WD

Sawmill Parkway Extension Phase E

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Prior Instrument Reference: Volume 379, Page 186, Delaware County Recorder's Office.

And the said Grantor(s), for themselves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that they are the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF, Wolf Industrial Park Company has caused its name to be subscribed by _____, its duly authorized agent on the ____ day of _____, 2015.

Wolf Industrial Park Company

By: _____

STATE OF OHIO, COUNTY OF _____ ss:

BE IT REMEMBERED, that on the ____ day of _____, 2015, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the _____ and duly authorized agent of Wolf Industrial Park Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by or on behalf of the Board of Commissioners of Delaware County.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Wolf Industrial Park Company, the Grantor(s) herein, in consideration of the sum of \$1.00 to be paid by Board of Commissioners of Delaware County, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 84-CH

Sawmill Parkway Extension Phase E

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Prior Instrument Reference: Volume 379, Page 186, Delaware County Recorder's Office.

And the said Grantor(s), for themselves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that they are the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF, Wolf Industrial Park Company has caused its name to be subscribed by _____, its duly authorized agent on the ___ day of _____, 2015.

Wolf Industrial Park Company

By: _____

STATE OF OHIO, COUNTY OF _____ ss:

BE IT REMEMBERED, that on the ___ day of _____, 2015, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the _____ and duly authorized agent of Wolf Industrial Park Company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

This document was prepared by or on behalf of the Board of Commissioners of Delaware County.

EXHIBIT B

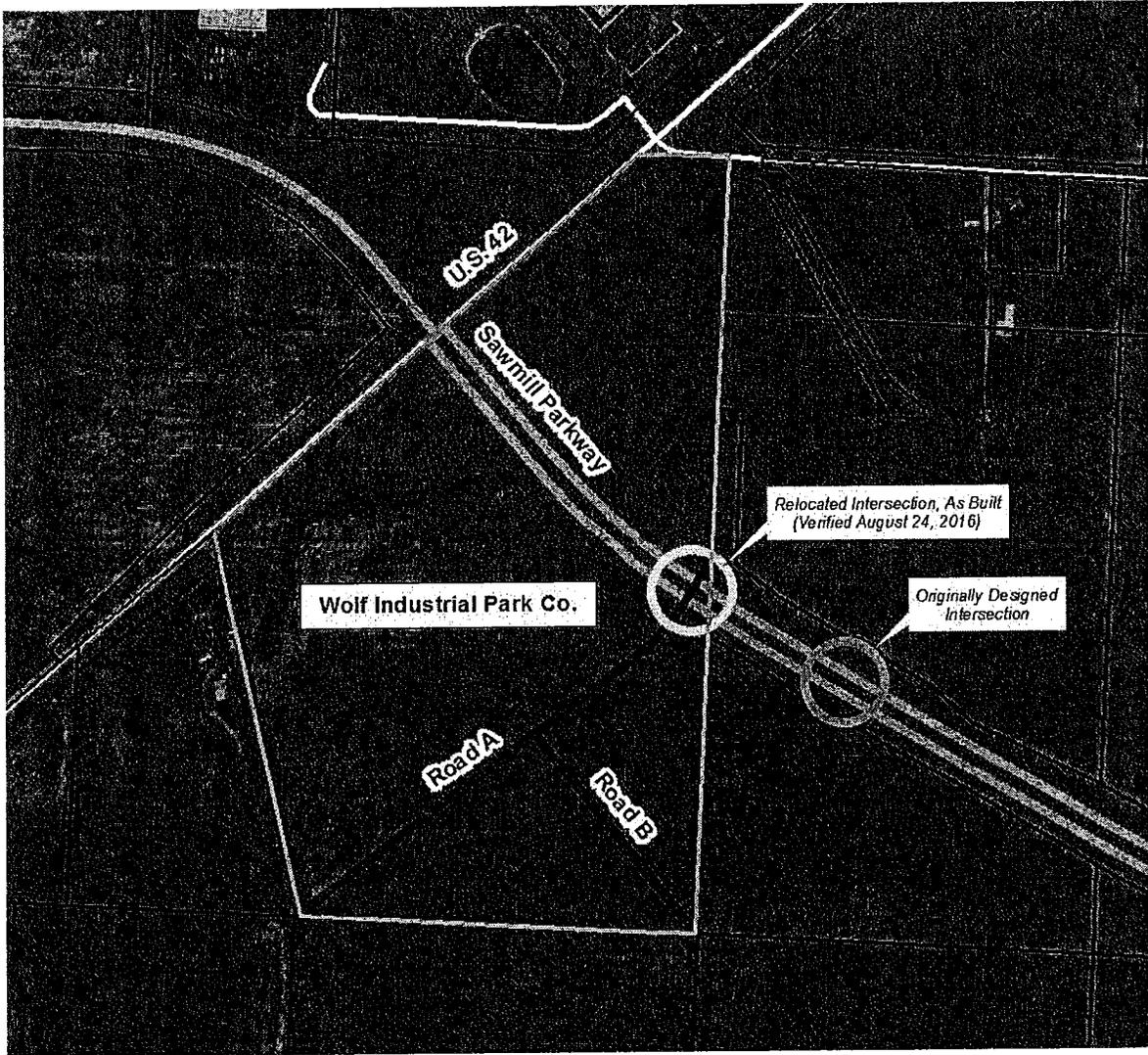


EXHIBIT B





FACT SHEET

AGENDA ITEM NO: 19

DATE: 11/28/16

ORDINANCE NO: 16-106

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, Delaware City Police

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A RECRUITMENT TRAINING AGREEMENT BETWEEN THE CITY OF DELAWARE AND THE CITY OF COLUMBUS, DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE, AND DECLARING AN EMERGENCY.

BACKGROUND:

The Delaware Police Department has recently made a condition offer of employment to a police candidate. The candidate must attend a police academy to attain his state certification. The Columbus Police Department is willing to accept our candidate into their next academy class, which starts in December 2016.

REASON WHY LEGISLATION IS NEEDED:

The City of Columbus requires that all agencies that send candidates to their academy enter into a contract with the City of Columbus.

COMMITTEE RECOMMENDATION:

FISCAL IMPACT(S):

The cost of the Academy is \$4,000.00.

POLICY CHANGES:

N/A

PRESENTER(S):

Bruce Pijanowski, Chief of Police, Delaware City Police

RECOMMENDATION:

Approve

ATTACHMENT(S)

Training Agreement

ORDINANCE NO. 16-106

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A RECRUITMENT TRAINING AGREEMENT BETWEEN THE CITY OF DELAWARE AND THE CITY OF COLUMBUS, DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE, AND DECLARING AN EMERGENCY.

WHEREAS, The Parties desire to enter into a training agreement for a police recruit of the City of Delaware Police Department to attend the Columbus Police Training Academy operated by the City of Columbus Department of Public Safety;

WHEREAS, The City of Columbus operates an Ohio Certified Police Officer Training Academy for the training of Police Officer recruits for its Public Safety Forces;

WHEREAS, The City of Columbus from time to time has facilities and space to train recruits beyond the number required for its own purposes; and

WHEREAS, the Parties desire to enter into an Agreement to train the recruit of The City of Delaware for purposes of certifying that individual as public safety officers for employment by the City of Delaware with the necessary certifications by the State of Ohio in their appointment to serve as a Police Officer for the City of Delaware.

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

SECTION 1. That the City Manager is hereby authorized to enter into a Recruitment Training Agreement with the City of Columbus, Department of Public Safety, Division of Police. That in consideration of the mutual covenants and promises contained herein, and with the intent to be legally bound, the Parties are in mutual covenant with said agreement to provide training.

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

SECTION 3. EMERGENCY CLAUSE: That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City and for the further reason to meet

the December, 2016 Academy training date, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS___ NAYS___
ABSTAIN ___

VOTE ON EMERGENCY CLAUSE:

YEAS___ NAYS___
ABSTAIN ___

PASSED: _____, 2016

YEAS___ NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

2. The recruit training staff will take all necessary steps to remediate recruit deficiencies in the areas of academic performance, physical performance, psychomotor skills, conduct, etc. Such efforts will include notification of the sponsoring agency.
3. In the event the staff, in its opinion, has exhausted all remedial efforts and the deficient recruit has failed to improve or is deemed, at the sole discretion of the academy staff, to be either unwilling or unable to meet the requirements established for successful completion of the training program, said recruit will be dismissed with notification to the sponsoring agency.
4. If necessary, at the sole discretion of the academy staff, representatives of each Party may meet to discuss the recruit's performance deficiencies.
5. If a recruit is injured and unable to continue or complete attendance, or is unable to continue due to a personal emergency not related to past performance, said recruit will be allowed to return for the next class offered by the City of Columbus.
6. The City of Columbus does not assume liability for any injuries sustained by any recruit of a sponsoring agency sustained during participation in the Academy, remediation session or individual workout while on or off City property.
7. Recruits will be required to sign a Liability Release in favor of the City of Columbus, acknowledging the inherent dangers of their training and their sole potential recourse under Ohio Worker's Compensation laws, if they were to be injured during training, whatever the cause.
8. The Sponsoring Agency agrees to pay the recruit's tuition as follows:
 - \$2,000.00 prior to commencement of training, which is non-refundable once training begins.
 - \$2,000.00 at the conclusion of training.

If training is terminated for any reason, the tuition amount is prorated to the extent it exceeds the non-refundable amount of \$2,000.00

(NOTE: Additional recruits beyond one shall receive a 10% discount on the tuition total, i.e., \$3,600.00, applied only to the final payment.)

9. Tuition includes all of the labor and educational materials, including those necessary for remedial training. It also includes: customized 10-code tests for each recruit; access to "family night" for those wishing to participate; observation by a physician and medics during certain training; full participation in all aspects of the Academy to include all scenario-based

training exercises and use of all associated equipment and facilities; and, a badge-pinning ceremony and formal graduation.

10. The City of Columbus shall provide the following:

- Orientation session prior to start date
- Professional training to satisfy Ohio requirements for Public Safety officer certification

The Sponsoring Agency shall provide:

- Tuition (see No. 9)
- Uniforms
- Background check as required by the State of Ohio
- Ammunition for firearms training and certification courses (Police recruits only)
- Any Sponsoring Agency's test on the policies and procedures of that particular agency
- Miscellaneous supplies as required

The Recruit shall provide:

- A genuine desire to perform to the best of his/her ability with a sincere commitment to training, including adherence to the Recruit Handbook, if any
- A positive attitude and a commitment to fully engage in every aspect of recruit training and participation as a member of the recruit class
- A commitment to make positive progression in training that is reflected in continual improvement in performance
- Miscellaneous supplies as required

11. All training records of each individual recruit will be kept in accordance with the Columbus Division of Police Recruit Training SOP and OPOTA requirements. Upon the successful completion of or dismissal from the Columbus Division of Police Recruit Training Program all training records of each individual recruit will be forwarded to the contracting agency, with copies maintained by the Columbus Division of Police Training Academy.

12. This agreement will terminate as to each individual recruit upon that recruit's successful completion from the Training Academy, and/or upon that recruit being dismissed from this Training Academy, whichever event occurs first. The City of Columbus, Department of Public Safety, Division of Police will thus have no further obligation to provide any type of training upon termination of this agreement.

In witness whereof, the duly authorized representatives of the Parties herein set their hands in agreement to this contract:

Sponsoring Agency

By: _____
Title

Signature

Date

City of Columbus
Department of Public Safety

Director of Public Safety

Name

Signature

Date

The within instrument is hereby approved as to form

City Attorney's Office



FACT SHEET

AGENDA ITEM NO: 20

DATE: 11/28/16

ORDINANCE NO: 16-107

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Judge David Sunderman, Judge Marianne Hemmeter and Clerk
Cindy Dinovo

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING THE DELAWARE MUNICIPAL COURT AND CLERK OF COURT EMPLOYEE BENEFITS AND LEAVE POLICIES, AND DECLARING AN EMERGENCY.

BACKGROUND:

The Municipal Court and Clerk of Court's 2017 Employee Benefits and Leave Policies are attached.

Policy 23, Section 1-pg 2; Holiday Pay and Personal Leave

Because of the way the calendar falls, instead of a half day off the day before Christmas and New Year's, the court will observe the half day off on the Friday before both holidays (22nd, 29th).

Policy 32-pg 14; Parks and Recreation Credit

The credit has been increased to \$60.

Policy 34-pg 15; Salary Ranges

The court added the position of Assignment Commissioner/Jury Commissioner. Effective date November 28, 2016

REASON WHY LEGISLATION IS NEEDED:

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

Parks Credit increased to \$60
New position created at \$22/hour

POLICY CHANGES:

N/A

PRESENTER(S):

Judge David Sunderman, Judge Marianne Hemmeter and Clerk Cindy Dinovo

RECOMMENDATION:

Approval

ATTACHMENT(S)

Amended Pay Plan

ORDINANCE NO. 16-107

AN ORDINANCE AMENDING THE DELAWARE MUNICIPAL COURT AND CLERK OF COURT EMPLOYEE BENEFITS AND LEAVE POLICIES, AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies shall be amended to reflect the noted changes (attached hereto).

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

SECTION 3. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 28, 2016. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

EMERGENCY CLAUSE:

YEAS ___ NAYS ___
ABSTAIN ___

PASSED: _____, 2016

YEAS ___ NAYS ___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

Delaware Municipal Court and Clerk of Court

Employee Benefits And Leave Policies

Effective December 28, 2016

Delaware Municipal Court
and
Clerk of Court
70 North Union Street
Delaware, Ohio 43015

SECTION IV. EMPLOYEE BENEFITS AND LEAVE

Policy 23. Holiday Pay and Personal Leave

Section 1. The following are designated as paid holidays for the Municipal Court and the Clerk of Court employees:

New Year's Day, January 2
Martin Luther King Day, 3rd Monday in January
Memorial Day, last Monday in May
Independence Day, July 4th
Labor Day, 1st Monday in September
Little Brown Jug Day, 1/2 day - 3rd Thursday after Labor Day
Thanksgiving Day, 4th Thursday in November
Day after Thanksgiving
Friday before Christmas, December 22, 1/2 day
Christmas Day, December 25
Friday before New Year's, December 29, 1/2 day

Revised Nov. 2016

Holidays that fall on Saturday will be observed on Friday, and holidays that fall on Sunday will be observed on the following Monday.

Section 2. If one of the holidays set forth above occurs while an employee is on vacation leave, that day will not be charged against his/her vacation.

Section 3. Employees will be credited with 32 hours of personal leave a year. Use of personal days will be at the employee's discretion with approval of the Administrative Judge or his/her designee or the Clerk of Court or his/her designee.

Section 4. Employees are permitted to accumulate two years' worth of personal days.

Section 5. At the time of separation, an employee will be compensated for all accrued but unused personal days.

Policy 24. Vacation Leave

Section 1. The vacation year for employees will end at the close of business on the last pay period that ends in the month of December.

Section 2. Each full-time employee will accrue vacation leave by pay period at the annual rate of work hours based on years of full-time total service which is established in the schedules contained in Section 3 of this article. Years of total full-time service is defined to be the total of all periods of full-time employment for the Delaware Municipal Court or Clerk of Court or as defined in Section 6. Any period of interruption of service due to resignation, layoff, disciplinary suspension, or discharge for cause, will

not be included in the computation of total service. Time not in paid status, excepting military leave, will also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the first day of the first pay period in which a year of service is completed.

If an employee of the Court or of the Clerk’s office has received or is receiving retirement benefits from any of the state retirement funds – the Ohio Public Employees Retirement System, the Police and Fire Pension Fund, the State Teachers Retirement System, the Public School Employees Retirement System, or the Highway Patrol Retirement System – the years of public service for which the employee has received or is receiving those retirement benefits will not be included in any computation of service time for vacation-leave accrual while the employee is working for the Court or for the Clerk.

Section 3. For employees hired before December 31, 2013, vacation leave will accrue as follows:

Years of Total Service	Vacation Hours/Year	Vacation Hours/Pay
Start through 5 years	80.6	3.1
6 through 10 years	119.6	4.6
11 through 15 years	161.2	6.2
16 or more years	200.2	7.7

For employees hired after December 31, 2013, vacation leave will accrue as follows:

Years of Total Service	Vacation Hours/Year	Vacation Hours/Pay
Start through 5 years	80.6	3.1
6 through 15 years	119.6	4.6
16 or more years	161.2	6.2

Section 4. Any vacation balance in excess of the maximum number of work hours established in the following paragraph will become void as of the close of business on the last day of the last pay period that ends in the month of December.

Years of Total Service	Maximum Accrual of Vacation Hours
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Start through 5 years	161.2
6 through 10 years	239.2
11 through 15 years	322.4
16 or more years	400.4

The only exception to that chart will apply to any employee who – on the last day of the last pay period in December 2013 – has a vacation-leave balance of more than 500 hours. The vacation-leave-accrual cap for any such employee will be 600.6 hours, and any vacation-leave hours that such an employee has accrued but not used in excess of 600.6 hours on the last day of the last pay period of 2013 – and on that same last-pay-period day in each succeeding year – will be void.

Section 5.

- A.** To be eligible for bi-weekly (pay period) vacation accumulation, an employee must be in paid status for a minimum of 72 hours within that pay period; except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond his/her control, absence from work for the balance of that day will not be construed as unpaid work status.
- B.** An employee in full-time status who is to be separated from the Delaware Municipal Court or Clerk of Court service through discharge, resignation, retirement or layoff, and who has unused vacation leave to his/her credit, will be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his/her last day of active service with the Delaware Municipal Court or Clerk of Court. That payment will be paid at the employee’s hourly rate of pay at the time of separation.
- C.** When an employee dies while in paid status in the Delaware Municipal Court or Clerk of Court, any unused vacation leave to his/her credit will be paid in a lump sum to the surviving spouse, or other person the employee may have designated in writing.

Section 6. To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware (Delaware Municipal Court or Clerk of Court) from prior employment inside the State of Ohio:

- A.** Employees are eligible to transfer prior years of service completed as employees of this Court, the Clerk of this Court, or the City of Delaware.
- B.** The amount of years of service that can be transferred is unlimited.
- C.** Prior employment must be in full-time status.

Section 7. An employee may elect to convert up to two weeks of accrued and unused vacation time to cash during any calendar year. An employee must inform the Administrative Judge or the Clerk of Court prior to August 1 of the year preceding the calendar year in which the employee intends to convert the unused vacation leave to cash, and the employee must maintain at least 40 hours of accrued and unused vacation leave in the employee's account after that conversion takes place.

Policy 25. Funeral Leave

Section 1. Each regular full-time employee is entitled to funeral leave with pay as follows:

<u>Leave for Death of:</u>	<u>Days/Hours of Leave</u>
Immediate Family Member	1 - 3 days
Other Relative	4 - 8 hours

* One work day/shift is automatic for the day of the funeral, but additional time up to the maximum will be given only with approval of the Administrative Judge or his/her designee or the Clerk of Court or his/her designee.

** All leave time with approval of the Administrative Judge or his/her designee or the Clerk of Court or his/her designee.

Section 2. For the purposes of this section, Immediate Family Member means spouse, child, brother, sister, parents, step-child, step-brother, step-sister, step-parents, grandparents, grandchildren, sister-in-law, brother-in-law, and parents-in-law.

Section 3. Funeral Leave time does not include an employee's regularly scheduled day off to which the employee is already entitled.

Policy 26. Sick Leave

The Court and the Clerk of Court may from time to time supplement these sick leave policies with additional terms that apply to their employees only. For a full understanding of the use of sick leave, employees should consult not only this benefit manual but also the office policies promulgated by the particular officeholder – whether the Administrative Judge or the Clerk of Court – for whom the employee works.

Section 1. Each employee is entitled to sick leave with pay of 4.6 hours for each completed 80 hours of service.

An employee may use sick leave upon approval of the Administrative Judge or his/her designee or the Clerk of Court or his/her designee for the following reasons:

A. Illness or injury of the employee or his/her immediate family.

- B.** Medical, dental, or optical examinations or treatment of an employee or his/her immediate family that requires the employee's attendance.
- C.** If a member of the immediate family is afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at his/her job will jeopardize the health of others.
- D.** Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during postnatal period.

For purposes of this section, the definition of immediate family is: grandparents, mother, mother-in-law, father, father-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouse, child, stepchild, grandchild, legal guardian, or other person who stands in the place of a parent (in loco parentis).

Employees are required to report their intent to use sick leave prior to the start of each workday, unless the employee has made other reporting arrangements with the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, and state the nature of the illness. The employee must make this phone call unless medically detained by a physician at the time. The Administrative Judge, or his/her designee or the Clerk of Court or his/her designee, may contact the employee sometime during the day to discuss the reasons for the absence.

Section 2. Sick leave must be taken in half-hour increments.

Section 3. If an employee used zero hours of sick leave in any calendar year, that employee will be credited with an additional three vacation days the following year. If an employee uses between one and eight hours of sick leave in any one calendar year, that employee will be credited with an additional two vacation days the following year. If an employee uses between nine and 16 hours of sick leave in any one calendar year, that employee will be credited with one additional vacation day the following year. At the employee's option, any additional vacation days earned can be taken in the form of vacation leave or compensation in cash.

Section 4. Any employee who has accumulated at least 800 hours of sick leave credit may, during any calendar year, convert up to 80 hours of sick leave to vacation on the basis of two hours of sick leave for one hour vacation leave.

If an employee has earned sick leave in another public-sector job and then has transferred unused sick leave to the Court or Clerk of Court's office at the start of the employee's current period of employment with the Court or Clerk of Court that transferred sick leave cannot be converted to vacation leave under this section.

All sick leave accumulated by the employee during the employee's current period of employment with the Court or the Clerk of Court must be exhausted by the employee or converted to vacation leave before the employee may use any sick leave that has been added to the employee's sick-leave balance in accordance with Section 5 of this sick-leave policy.

Section 5. To be eligible to transfer sick leave to the City of Delaware from prior public employment in the State of Ohio:

- A.** Employees will only be eligible to transfer sick leave from a public agency as defined by the State of Ohio.
- B.** Employment with the City of Delaware must take place within 10 years of termination from their previous employer.
- C.** The maximum amount of sick leave hours that can be transferred is unlimited.

Section 6. Any employee who separates from the Delaware Municipal Court or Clerk of Court employment for other than just cause will be paid for all accumulated and unused sick leave on the basis of one hour of pay for every three hours of unused sick leave. Total sick leave payout cannot exceed 12 weeks' pay.

Section 7. An employee must complete and sign a request for leave form provided by the City to justify the use of sick leave. Payment for sick leave is subject to final approval by the Administrative Judge or his/her designee or the Clerk of Court or his/her designee. The City, Delaware Municipal Court, or Clerk of Court may require the employee to furnish a statement from a licensed medical practitioner if medical attention was sought or for any absence in excess of three consecutive days whether for the employee or his/her immediate family. Such statement must include the nature of the illness or injury, the inability to perform his/her duties, the prognosis, and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement and request for leave form when requested may result in the denial of sick leave pay.

Section 8. Falsification of a request for leave form or a medical practitioner's statement may be grounds for disciplinary action. The City, Delaware Municipal Court, or Clerk of Court maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the City. Alternatively, the employee required to see a physician may see a physician of his/her own choosing, but in that event will not be reimbursed for the costs incurred.

The City, Delaware Municipal Court, or Clerk of Court may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of this article. Denial of sick-leave payment will

not preclude the Delaware Municipal Court or Clerk of Court from implementing any disciplinary action.

Section 9. Sick Leave Abuse

It is the mutual interest of the employee and the Delaware Municipal Court or Clerk of Court to prevent the abuse or misuse of sick leave. The acceptable usage of sick leave is explained in this policy.

Employees must not abuse or demonstrate a pattern of sick-leave and/or leave-without-pay usage. The abuse of sick leave or the patterned use of sick leave will be just and sufficient cause for discipline. A request of sick leave will be denied if the employee fails to comply with the procedures for proper sick leave usage, fails to present a required physician's statement, or if an investigation of a request for sick leave discloses facts inconsistent with the proper use of sick leave. Falsification of applications for sick leave or the filing of sick leave applications and documentation with intent to defraud may result in the disapproval of sick leave and may be grounds for disciplinary action, up to and including discharge.

Any employee who is hospitalized will not have such period of leave considered in determining whether the employee is abusing sick-leave benefits.

The implementation of this section does not preclude the right of the Delaware Municipal Court or Clerk of Court to discipline an employee for the abuse of sick leave, to require a statement from the employee's physician, or to have the employee examined by a physician. Any employee who has been disciplined for abuse of sick leave may be required to furnish a statement from the employee's physician for each use of sick leave up to six months in duration. The City, Delaware Municipal Court, or Clerk of Court may, with mutual agreement of both parties, extend the need for sick leave verification for an additional six month period. The City, Delaware Municipal Court, or Clerk of Court also maintains the right to investigate all absences.

Policy 27. Injury Leave

Section 1. All regular full-time employees are entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits that they may be awarded by the Industrial Commission of Ohio (ICO), for a period not to exceed 120 consecutive working days for employees working a 40 hour work week for each injury incurred in the performance of employment duties with the Delaware Municipal Court or Clerk of Court, provided that the following procedures are followed:

A. In all cases of personal injury to any full-time Delaware Municipal Court or Clerk of Court employee as a result of the performance of employment duties, the employee must immediately complete an

accident/injury investigation form and report the accident/injury to the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, who must immediately report said accident/injury to the Department of Administrative Services and ensure that a claim is filed with ICO.

- B.** In the event that time off from work is required by the injured employee, he/she will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary ICO forms and other documents as may be required by the City. In the event that the ICO determines that the injury is NOT employment related, any time the employee is, or has been, absent from work will be deducted first, from any accrued sick leave, then accrued vacation, or accrued compensation time off, other than compensatory time for overtime worked.
- C.** During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time employees will remain in force with no deductions to earned sick leave and/or vacation time.
- D.** In all cases where an injury leave of more than 120 consecutive working days is requested by an employee working a 40 hour work week, the Administrative Judge or his/her designee or Clerk of Court or his/her designee may extend such leave by an additional 120 consecutive working days if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension.

Policy 28. Insurance

Section 1. Hospitalization, Surgical, and Major Medical. The City will continue to provide comprehensive hospitalization, surgical, and major medical coverage for all full-time members and their dependents. Beginning January 1, 1999, or at some date thereafter, the City may implement a Preferred Provider Organization (PPO). The Plan if implemented will provide for the following deductibles and co-payments as follows:

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Annual Deductible		
Single	None	\$ 500.00
Family	None	\$1,000.00

Office Visit Co-Pay	\$10.00	N/A
ER Visit Co-Pay	\$50.00 unless admitted into the hospital, otherwise co-insurance will apply in excess of the deductible.	N/A
Co-Insurance Single	90/10% of first \$1,000 80/20% of next \$3,000	50/50% of first \$5,000
Family	90/10% of first \$2,000 80/20% of next \$5,000	50/50% of first \$10,000

Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable tax regulations.

Employees will contribute to the cost of the health benefit plan in an amount determined annually by the City of Delaware. Annual changes to the calculated COBRA rate will be applied to the monthly employee contributions on the first full pay-period in April of each year. Contributions will be deducted from all members in a paid status based on twelve months times the monthly rate, divided by the number of pay periods per year. An example would be \$56.95/mo. x 12 = \$683.40, \$683.40/26 pay periods = \$26.28 per pay period. In the event federal tax regulations are changed so that medical benefit plans are no longer tax exempt, the City will not be responsible to pick up the member's tax burden.

The City will permit employees who have alternate health plan options through a spouse to opt out of the City plan in return for a payment of \$100.00 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. Likewise, these employees will not be subject to monthly payroll contributions. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage. The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in their qualifying family circumstances. The member must give thirty days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.

Employees who opt out of the health insurance program will be compensated as follows:

No Coverage	\$100 per month
Maintain Prescription Only	\$ 60 per month
Maintain Dental Only	\$ 65 per month
Maintain Prescription and Dental	\$ 55 per month

* An employee may not elect to have medical coverage only.

Payments will begin on the first pay period of the month following 30 days notice of an employee's desire to drop coverage. A form will be provided which will contain all information necessary to discontinue coverage under the plan. The form must be signed and returned to the Department of Administrative Services. Until such time that an employee is effectively dropped from City coverage, they will be subject to any payroll contributions.

All payments made in lieu of insurance coverage will be included as other pay on employee's paycheck. This income will not be included in income subject to PERS contributions but will be subject to all applicable taxes.

A. Prescription Plan

The City will provide a prescription card plan for members and their dependents.

The retail benefits will be the following with the City paying the higher amount and the employee paying the lesser amount of prescription coinsurance:

- 80/20% for generic drugs
- 50/50% name brand drugs with a \$25.00 co-pay for each disbursement

The mail order benefits will be the following:

- 90/10% for generic drugs and
- 75/25% for name brand drugs with no \$25.00 co-pay.

The maximum expense an employee will pay for coinsurance is \$250.00 annually for single coverage and \$500.00 for family annually for prescription benefits, however, the \$25.00 co-pay for retail name brand drugs will not count towards the calculation of the \$250.00 or the \$500.00 coinsurance maximum and will always apply even after an employee reaches the coinsurance maximum expenditure.

B. Dental Care Plan

The City will maintain the current dental coverage for all members. Please contact Department of Administrative Services if you have questions.

Section 2. Life Insurance

The City will provide the following amount of life insurance:

Clerk of Court	\$ 50,000.00
Magistrate	\$ 45,000.00

Clerk's Chief Deputy	\$ 30,000.00
<i>Court IT Director*</i>	\$ 30,000.00
All other full time employees	\$ 20,000.00

*Revised 2017

Section 3. Certificate of Coverage

The City will provide a certificate of coverage for each Court employee. Such certificate will be for the employee's family situation.

Policy 29. Overtime Compensation

Section 1. Overtime Pay and Compensatory Time - Nonexempt Employees

Employees who are entitled to overtime pay or compensatory time off under the provisions of the Fair Labor Standard Act are entitled to overtime pay or compensatory time as described below:

- Employees must receive prior approval from the Administrative Judge or his/her designee or Clerk of Court or his/her designee.
- Employees will be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of 40 hours in any work week will be compensated at a rate of time and one-half. Payment in cash will be made for any overtime due at the time of separation from City service.
- In lieu of cash payment, the employee may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off will be equal to 1.5 hours for each hour overtime compensation to which the employee is entitled. All requests for compensatory time are subject to approval of the department head. Any compensatory time that is used by an employee must be taken at a time mutually agreeable to the supervisor and the employee.
- Employees can accumulate up to 80 hours of compensatory time. When an employee has 80 hours of accumulated compensatory time, all further overtime will be paid in cash.
- Compensatory time will be submitted on the regular payroll sheet detailing the time earned and taken.

Section 2. Overtime Pay and Compensatory Time - Exempt Employees

Employees exempt under the Fair Labor Standard Act are not entitled to overtime pay but are entitled to compensatory time as described below:

- Employees must receive prior approval from the Administrative Judge or his/her designee or Clerk of Court or his/her designee.

- Compensatory time will be earned for approved work that exceeds the 40 hour work week and such employees may receive said compensatory time at the rate of one hour for each hour worked in excess of 40 hours per week.
- The maximum accrual of compensatory time is 80 hours.
- Compensatory time must be used in minimum increments of one hour and maximum increments of 16 hours.
- At no time will compensatory time be converted to any other form of leave or compensation.
- Compensatory time must be listed on the regular payroll sheet detailing the time earned and taken.

Policy 30. Special Leave

The Administrative Judge or his/her designee or the Clerk of Court or his/her designee, may authorize special leave of absence, with or without pay, for purposes beneficial to the employee and/or the Court or Clerk of Court.

A. Jury Service Leave

An employee, while serving on a jury in any court of record in Delaware County, the State of Ohio, or any adjoining county, will be paid his/her regular salary for each workday during the period of time so served. Time so served will be deemed active and continued service for all purposes. All jury fees received from the court where the jury was seated will be assigned to the City of Delaware and submitted to the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, to be forwarded to the City Finance Director.

B. Court Leave

Time off with pay will be allowed for work-related incidents where an employee is subpoenaed as a witness in civil matters in any court of record in Delaware County, State of Ohio, or any adjoining county. All witness fees will be assigned to the City of Delaware and submitted to the Administrative Judge or his/her designee or the Clerk of Court or his/her designee, to be forwarded to the City Finance Director.

Policy 31. Family and Medical Leave Act

The Family and Medical Leave Act policies in the City of Delaware's Employment Handbook apply to the employees of both the Court and the Clerk of Court.

Policy 32. Parks and Recreation Credit

The City will provide each employee with a credit to be applied to a City Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit is \$60.00. This membership is defined and regulated by the Recreation

Services Department and employees must abide by the stipulations set forth by the department both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.

Revised Nov. 2016

Policy 33. On-Call Compensation

Both exempt and non-exempt employees of the Clerk of Court will be eligible for on-call compensation for weekly periods when assigned the responsibility of responding to law-enforcement requests during non-scheduled work periods. Employees assigned to this on-call status will serve in this posture for weekly time periods as authorized by the Clerk or by the Clerk’s designee. Employees assigned to on-call status will be compensated at a weekly rate of between \$25 and \$50 as determined by the Clerk of Court. On-call compensation will be added to regular and overtime wages earned during the pay period and will be paid as taxable income through the bi-weekly payroll process.

Policy 34. Salary Ranges

Each employee is required to pay all required employee contributions to the Ohio Public Employees Retirement System (OPERS).

SALARY RANGES - MUNICIPAL COURT:

JOB TITLE	HOURLY WAGE		ANNUAL SALARY	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
OFFICE ASSISTANT	\$12.37	\$17	\$25,730	\$35,360
ADMINISTRATIVE ASSISTANT	\$14.53	\$20	\$30,222	\$41,600
BAILIFF/SECURITY OFFICER	\$16.28	\$27	\$33,662	\$56,160
COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
OVI DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER	\$16.35	\$28	\$34,000	\$58,240
ASSIGNMENT ADMINISTRATOR	\$18.81	\$28	\$39,125	\$58,240
*ASSIGNMENT COMMISSIONER/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
ADMIN. ASSISTANT/JURY COMMISSIONER	\$18.81	\$28	\$39,125	\$58,240
CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
MAGISTRATE	\$34.67	\$52	\$72,114	\$108,160

Revised Nov. 2016 *Position effective 11-28-16

SALARY RANGES - CLERK OF COURT:

1901.31(H) Deputy Clerks of a municipal court other than the Carroll County Municipal Court may be appointed by the Clerk and shall receive the compensation, payable in either biweekly instalments or semi-monthly instalments, as determined by the payroll administrator, out of the City Treasury, that the Clerk may prescribe, except that the compensation of any Deputy Clerk of a county-operated municipal court shall be paid out of the treasury of the county in which the Court is located. The Judge of the Carroll County Municipal Court may appoint Deputy Clerks for the Court, and the Deputy Clerks shall receive the compensation, payable in biweekly instalments out of the county treasury, that the Judge may prescribe. Each Deputy Clerk shall take an oath of office before entering upon the duties of the Deputy Clerk's office and, when so qualified, may perform the duties appertaining to the office of the Clerk. The Clerk may require any of the Deputy Clerks to give bond of not less than three thousand dollars, conditioned for the faithful performance of the Deputy Clerk's duties.

Policy 35. Permanent Part-Time Employees

Permanent part-time employees will receive the following wages and benefits:

Section 1. Wages

Permanent part-time employees will be paid on an hourly basis in accordance with the table in Policy 34 above.

Section 2. Benefits

- A. Permanent part-time employees will accrue Universal Leave on a prorated basis of 4.6 hours for every eighty hours worked in a pay period.
- B. Permanent part-time employees are eligible for holiday pay if they work a major holiday, which includes the following: Memorial Day, July 4, Labor Day, Thanksgiving, Christmas, and New Year's Day. Holiday Pay is defined as one and one-half times the permanent part-time employee's regular hourly rate.
- C. Overtime will be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 40 hours in any work week will be compensated for a rate of time and one-half.
- D. The permanent part-time employee is responsible for payment of the employee contribution for the State of Ohio Retirement System.
- E. Upon termination of employment with the Court or Clerk of Court, permanent part-time employees will not receive pay-out for any leave accumulated.
- F. If a permanent part-time employee becomes full time with the Court or

Clerk of Court, any accumulated Universal Leave will be added to the permanent part-time employee's sick leave balance.

Policy 37. Intermittent Part-Time/Seasonal Employees

Intermittent part-time and seasonal employees will receive the following wages and benefits:

Section 1. Wages

Intermittent part-time and seasonal employees will be paid on an hourly basis in accordance with the table in Policy 35 above.

Section 2. Benefits

Intermittent part-time and seasonal employees are not eligible for benefits, but the intermittent part-time, and/or seasonal employee is responsible for payment of the employee contribution for the State of Ohio Retirement System.

Receipt and Acknowledgment Form

The employee policy manual and employee benefits manual include important information about employment at the Delaware Municipal Court and the Clerk of Court's office, and I understand that I should consult my immediate supervisor regarding any questions that are not answered in those documents. If my supervisor cannot answer my question, I should consult with the Administrative Judge or his/her designee or the Clerk of Court or his/her designee.

I have entered into my employment relationship with the Delaware Municipal Court or the Clerk of Court voluntarily and I acknowledge that there is no specified length of employment. Accordingly, the Delaware Municipal Court, the Clerk of Court, or I may terminate the relationship at will, with or without cause, at any time.

Because the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the administrative policy manual and the employee-benefits manual may occur, though I also understand that my position is and will remain an employment-at-will position. Any changes in the manuals will be communicated through official notices, and I understand that that revised information may supersede, modify, or eliminate existing policies. Only the Administrative Judge or Clerk of Court of the Delaware Municipal Court has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the administrative policy manual and the employee-benefits manual, and I understand that it is my responsibility to read and to comply with the policies contained in these documents as well as any revisions made to them later.

Employee's Signature

Date

Employee's Name (Please Print)



FACT SHEET

AGENDA ITEM NO: 21

DATE: 11/28/16

ORDINANCE NO: 16-108

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jessica Feller, HR Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING ORDINANCE NO. 15-115 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT/SEASONAL EMPLOYEES OF THE CITY OF DELAWARE, AND DECLARING AN EMERGENCY.

BACKGROUND:

The proposed 2017 budget reflects an increase in wages by 2% for all permanent part-time and intermittent part-time/seasonal positions. Permanent part-time personnel will also receive a 20% discount on all individual registrations for City recreation programs.

REASON WHY LEGISLATION IS NEEDED:

Legislation is necessary in order to process payroll changes.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

2 percent increase for all permanent part-time and intermittent part-time/seasonal positions, as reflected in the proposed 2017 budget.

POLICY CHANGES:

N/A

PRESENTER(S):

Jessica Feller, HR Manager

RECOMMENDATION:

Approval

ATTACHMENT(S)

N/A

ORDINANCE NO. 16-108

AN ORDINANCE AMENDING ORDINANCE NO. 15-115 ESTABLISHING THE PAY AND BENEFITS FOR VARIOUS PART-TIME AND INTERMITTENT, AND SEASONAL EMPLOYEES OF THE CITY OF DELAWARE.

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

WHEREAS, Section 155.09, Appointment Status, of the Codified Ordinances of the City of Delaware defines part-time employment, and Ordinance No. 15-115 established pay and benefits for various part-time employees of the City, and

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

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

SECTION 1. Ordinance No. 15-115 is hereby amended to read as follows:

A. Effective ~~December 30, 2015~~ **DECEMBER 28, 2016** permanent part-time employees shall receive the following wages and benefits:

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

Pay Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
PT 1	8.88	9.21	9.59	9.79	9.99
PT 2	13.40	13.92	14.49	15.08	15.66
PT 3	14.09	14.65	15.20	15.85	16.48
PT 4	16.23	16.88	17.56	18.26	18.99
PT 5	18.80	19.38	19.98	20.61	21.22
PT 6	21.47	22.11	22.70	23.38	24.08

PAY GRADE

PT 1
PT 2

PT 3

POSITION

Facility Maintenance Technician I
Support Services Aide, Parking
Control Officer
Facility Maintenance Technician II

	Clerical Specialist, Records Clerk, Laborer, Front Counter Clerk, Help Desk Technician
PT 4	No present position
PT 5	Investigator/Diversion Manager, Code Enforcement Officer
PT 6	Human Resource Coordinator

2. Benefits. Benefits for permanent part-time are as follows:

- (a) Employees will accrue Universal Leave on a prorated basis of 4.6 hours for every eighty hours worked in a pay period.
- (b) Employees are eligible for holiday pay if they work a major holiday which includes the following: Christmas, Labor Day, Memorial Day, July 4, New Year's Day and Thanksgiving. Holiday Pay is defined as one and one half times the employee's regular hourly rate.
- (c) Overtime shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 40 hours in any work week shall be compensated for a rate of time and one half.
- (d) The employee shall be responsible for payment of the employee contribution for the State of Ohio Retirement System.
- (e) Upon termination of employment with the City employees will not receive pay-out for any leave accumulated.
- (f) If an employee becomes full time with the City, any accumulated Universal Leave will be added to the employee's sick leave balance.
- (g) Employees shall receive a Parks and Recreation Credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. **EMPLOYEES WILL ALSO RECEIVE A 20% DISCOUNT ON ALL INDIVIDUAL REGISTRATIONS FOR CITY RECREATION PROGRAMS.** Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the

time of registration/purchase. Credits are non-transferrable.

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

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

1. Benefits. Benefits for permanent part-time firefighters are as follows:
 - (a) The City will provide \$10,000 of life insurance
 - (b) Overtime shall be compensated at straight time rates for all hours in paid status, except that all hours in paid status in excess of 2 1/2 hours in any 28 day pay cycle shall be compensated for a rate of time and one half.
 - (c) The employee will be responsible for payment of the employee contribution to their pension system.
 - (d) Employees are eligible for holiday pay if they work a major holiday which includes the following: Christmas, Labor Day, Memorial Day, July 4, New Year's Day and Thanksgiving. Holiday pay is defined as one and one half times the employee's regular hourly rate.
 - (e) Permanent part-time firefighters may not exceed 1500 hours worked in a calendar year.
 - (g) Employees shall receive a Parks and Recreation Credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hillborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. **EMPLOYEES WILL ALSO RECEIVE A 20% DISCOUNT ON ALL INDIVIDUAL REGISTRATIONS FOR CITY RECREATION PROGRAMS.** Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-

issued if lost or stolen and must be surrendered at the time of registration/purchase. Credits are non-transferrable.

C. Effective ~~December 31, 2014~~ **DECEMBER 28, 2016** intermittent part-time/seasonal employees shall receive the following wages and benefits:

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

Pay Grade	Position	Wage/Hour
SL 1	Cashier I	\$8.26
SL 2	Cashier II	\$8.57
SL 3	Cashier III	\$9.08
SL 4	Laborer I, Intern I	\$9.46
SL 5	Laborer II	\$10.51
SL 6	Intern II, Clubhouse Manager, Laborer III	\$11.56
SL 7	Laborer IV	\$12.61
SL 8	Intern III	\$13.66
SL 9	Intern IV, Cemetery Office Manager	\$14.71

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

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

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

SECTION 2. Existing Ordinance No. 15-115 is hereby repealed.

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

law including Section 121.22 of the Revised Code.

SECTION 4. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 28, 2016. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS ____ NAYS ____
ABSTAIN ____

EMERGENCY CLAUSE:

YEAS ____ NAYS ____
ABSTAIN ____

PASSED: _____, 2016

YEAS ____ NAYS ____
ABSTAIN ____

ATTEST: _____
CITY CLERK

MAYOR



FACT SHEET

AGENDA ITEM NO: 22

DATE: 11/28/16

ORDINANCE NO: 16-109

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jessica Feller, HR Manager

TITLE OF PROPOSED ORDINANCE/RESOLUTION:

AN ORDINANCE AMENDING THE MANAGEMENT, PROFESSIONAL, TECHNICAL, CONFIDENTIAL, AND SUPERVISORY EMPLOYEES PAY PLAN, AND DECLARING AN EMERGENCY.

BACKGROUND:

The proposed 2017 budget reflects the addition of four new positions within the non-union employee pay plan and an increase in wages by 2% for the non-union employee pay plan.

The department head pay plan has been redefined by banding positions within three pay grades with amounts to be determined at a later date.

Other notable additions/changes include optional vision coverage, reinstatement of the 20% discount on all individual registrations for City recreation programs, and restrictions on the earned time off conversion benefit.

In addition, the ordinance includes a section authorizing the Finance Director to sign an annual OPERS earned time off conversion document.

REASON WHY LEGISLATION IS NEEDED:

Legislation is necessary in order to process payroll changes.

COMMITTEE RECOMMENDATION:

N/A

FISCAL IMPACT(S):

A 2 percent increase for all non-union positions, as reflected in the proposed 2017 budget.

POLICY CHANGES:

N/A

PRESENTER(S):

Jessica Feller, HR Manager

RECOMMENDATION:

Approval

ATTACHMENT(S)

Amended Pay Plan

ORDINANCE NO. 16-109

AN ORDINANCE AMENDING THE MANAGEMENT, PROFESSIONAL, TECHNICAL, CONFIDENTIAL, AND SUPERVISORY EMPLOYEES PAY PLAN, AND DECLARING AN EMERGENCY.

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

SECTION 1. That the attached Management, Professional, Technical, Confidential and Supervisory Pay Plan shall be amended to reflect the noted changes.

SECTION 2. That the Finance Director is hereby authorized to execute and submit the annual OPERS earned time conversion document on behalf of the City.

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.

SECTION 4. EMERGENCY CLAUSE. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City. The emergency clause is required to enact the changes effective on December 28, 2016 which coincides with the new calendar year. Therefore this Ordinance shall be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS___NAYS___
ABSTAIN ___

EMERGENCY CLAUSE:

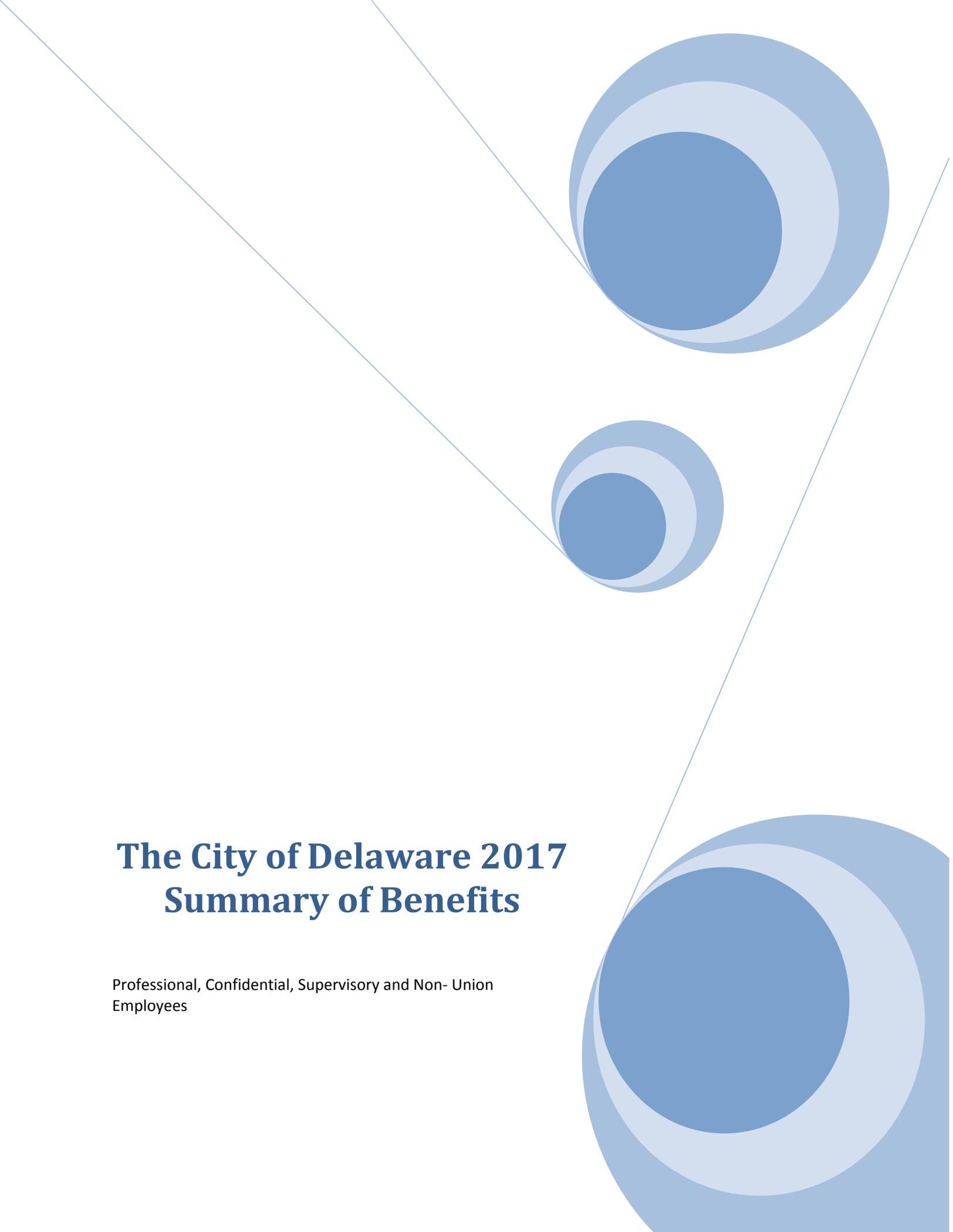
YEAS___NAYS___
ABSTAIN ___

PASSED: _____, 2016

YEAS___NAYS___
ABSTAIN ___

ATTEST: _____
CITY CLERK

MAYOR

A decorative graphic on the right side of the page features three overlapping circles in shades of blue. Two thin blue lines intersect at the top left, forming a large 'V' shape that frames the circles. The circles are arranged vertically, with the largest one at the top right, a smaller one in the middle, and another large one at the bottom right.

The City of Delaware 2017 Summary of Benefits

Professional, Confidential, Supervisory and Non- Union
Employees

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SECTION I WAGES AND PAY PLAN

A. Non-Union Employee Pay Plan

The following pay schedule is to be effective December 31, 2015 **28, 2016** and the table below reflects a **2%** increase for each step. Step increases shall take effect the first full pay period following the employee's anniversary date.

<u>PAY GRADE</u>	<u>POSITION</u>
M1	Administrative Assistant, Police Administrative Aide, Desktop Technician
M2	Airport Technician, Watershed Coordinator, Police Assistant
M3	Economic Development Communications Specialist
M4	Cemetery Manager, Financial Specialist I, Arborist
M5	CMMS Analyst, Administrative Services Specialist, Right-of-Way Inspector, Zoning Technician, CMMS/CSR Technician
M6	Police Technician
M7	Building & Code Enforcement Officer I, Customer Service Liaison, Facility Maintenance Supervisor
M8	Engineering Technician, Airport Operations Supervisor, Division Supervisor, Financial Specialist II, Executive Assistant, Building & Code Enforcement Officer II, Golf Course Superintendent, Project Manager I, Collections Manager
M9	Assistant City Attorney/Prosecutor
M10	Development Planner
M11	No Current Position
M12	GIS Coordinator, Project Manager II, Airport Manager, Construction Inspection Manager, IT Project Coordinator, Budget Analyst
M13	Vacant
M14	Information Systems & Network Administrator, Human Resource Manager, Assistant Prosecutor
M15	Project Engineer I, Assistant Water Manager, Assistant Wastewater Manager, Parks Superintendent
M16	No current position
M17	Project and Maintenance Manager, Public Works Superintendent, Accountant, Zoning Administrator, Water Manager, Wastewater Manager, Community Affairs Coordinator, Project Engineer II, Income Tax Administrator
M18	Project Engineer III
M19	Deputy City Engineer
M20	No current position
<u>Grade TBD</u>	<u>Clerk of Council (new position)</u>
<u>Grade TBD</u>	<u>Database Analyst (new position)</u>
<u>Grade TBD</u>	<u>Zoning Technician (new position)</u>
<u>Grade TBD</u>	<u>Cost Accountant (new position)</u>

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
M1	18.13	18.83	19.49	20.38	21.19
M2	18.65	19.75	20.17	21.01	21.82
M3	19.58	20.36	21.19	22.04	22.91
M4	20.36	21.18	22.03	22.94	23.83
M5	21.41	22.34	23.68	24.56	25.29
M6	22.28	23.30	24.60	25.53	26.31
M7	23.15	24.25	25.58	26.53	27.37
M8	24.43	25.47	26.49	27.62	28.77
M9	25.43	26.47	27.56	28.72	29.93
M10	26.44	27.54	28.69	29.89	31.15
M11	27.50	28.60	29.87	31.06	32.34
M12	28.64	29.77	31.03	32.29	33.67
M13	29.75	30.96	32.27	33.61	35.03
M14	30.91	32.22	33.57	34.96	36.43
M15	32.14	33.52	34.92	36.36	37.84
M16	33.47	34.84	36.30	37.80	39.35
M17	34.80	36.22	37.80	39.30	40.96
M18	36.16	37.67	39.30	40.91	42.61
M19	37.64	39.20	40.88	42.52	44.28
M20	39.13	40.73	42.52	44.24	46.06

B. Department Head Pay Plan

The following pay schedule for the positions below is to be effective ~~December 30, 2015~~ **28, 2016**.

EXEC III	Dean Stelzer	Finance Director	TBD
	Darren Shulman	City Attorney	TBD
	Bruce Pijanowski	Police Chief	TBD
	John Donahue	Fire Chief	TBD
EXEC II	Bill Ferrigno	Public Works Director/City Engineer	TBD
	David Efland	Planning Director	TBD
	Scott Stowers	IT Director	TBD
	Doug Stewart	Assistant Fire Chief	TBD
	Brad Stanton	Public Utilities Director	TBD
	Jackie Walker	Assistant City Manager	TBD
	EXEC I	Jerry Warner	Chief Building Official
Sean Hughes		Economic Development Director	TBD
Ted Miller		Parks & Recreation Director	TBD
Melissa Schiffel		City Prosecutor	TBD

C. Safety Forces Pay Plan

The following pay schedule is to be effective ~~December 30, 2015~~ **28, 2016**. The table below reflects a **2%** increase for each step. Step increases shall take effect the first full pay period following the employee’s anniversary date.

Pay Grade	STEP 1		STEP 2		STEP 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
SF1	46.88	\$97,508.74	48.64	\$101,179.10	50.40	\$104,828.26

<u>PAY GRADE</u>	<u>POSITION</u>
SF1	Police Captain

1. Maximum Vacation Accrual

If an employee enters into the Management Pay Plan with more than the maximum accrual of vacation hours allowed, the following will occur: 1.the employee may request a pay out to take the current level below the maximum allowed or 2. the current accrual will be “frozen” as a maximum cap for the calendar year. The last pay of each year will be the next annual cap if the accrual is lower than the previous cap. This will continue to occur until the employee reaches the maximum management accrual rate.

2. Initial Compensatory Time

Prior to entering the Management Pay Plan all compensatory time will be paid out according to the provision in the respective bargaining contract and the employee compensation time will be zero (0).

3. Clothing Maintenance Allowance

The positions of Police Chief and Police Captain shall receive an annual clothing maintenance allowance of three hundred and forty dollars (\$340) in January of each year.

4. Uniforms Allowance

The Management Pay Plan positions in the Police and Fire Departments will receive replacement uniform items when determined by the Chief that replacement is necessary.

D. Overtime Pay and Compensatory Time: Non-Exempt Employees

For employees who are entitled to overtime pay or compensatory time off under the provisions of the Fair Labor Standard Act they shall be entitled to overtime pay or compensatory time as described below:

1. Employees shall be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of forty (40) hours in any workweek shall be compensated for at a rate of time and one-half. Payment in cash shall be made for any overtime due at the time of separation from City service.
2. In lieu of cash payment, the employee may request to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off shall be equal to one and one-half (1.5) hours for each hour of overtime compensation to which the employee is entitled. All requests for use of compensatory time are subject to approval of the department head. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee.
3. Employees can accumulate up to eighty (80) hours of compensatory time. When an employee has eighty (80) hours of accumulated compensatory time, all further overtime will be paid in cash.
4. At no time shall compensatory time be converted to any other form of leave or compensation; except when an employee separates from City service. Upon termination of employment, a non-exempt employee shall be paid for unused compensatory time provided that the time was earned after April 14, 1986 at a rate of compensation not less than:
 - a.) The average regular rate (hourly rate) received by such employee during the last 3 years of the employee's employment, or
 - b.) The final regular rate (hourly rate) received by such employee, whichever is higher.
5. Compensatory time shall be submitted on the regular payroll sheet detailing the time earned and taken.

E. Compensatory Time: Exempt Employees

Employees exempt under the Fair Labor Standard Act shall not be entitled to overtime pay but shall be entitled to compensatory time as described below:

1. No existing compensatory time balances will be carried over from an outside position or when the employee transfers into the Management Pay Plan.

2. Compensatory time shall be earned for approved work that exceeds eight (8) hours per day and such employees may receive said compensatory time at the rate of one (1) hour for each hour worked in excess of eight (8) hours per day.
3. The maximum accrual of compensatory time shall be eighty (80) hours.
4. Compensatory time must be used in minimum increments of one (1) hour and maximum increments of twenty four (24) hours per pay period.
5. At no time shall compensatory time be converted to any other form of leave or compensation. Upon termination of employment, an exempt employee is not entitled to payment for unused compensatory time.
6. Compensatory time shall be submitted on the regular payroll sheet detailing the time earned and taken.

SECTION II ACCRUED TIME AND VARIOUS LEAVES

A. Vacation

1. The vacation year for employees shall end at the close of business on the last pay period that ends in the month of December.
2. Each full-time employee shall accrue vacation leave by pay period at the annual rate of work hours based on years of full time total service which is established in the schedules contained in Section 3 of this article. Years of total full time service is defined to be the total of all periods of employment for the City of Delaware. Any period of interruption of service due to resignation, layoff, disciplinary suspension, or discharge for cause, will not be included in the computation of total service. Time not in paid status, excepting military leave, shall also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the first day of the first pay period in which a year of service is completed.
3. The following vacation accrual schedules are established:

Years of Total Service	Vacation Hrs/Year	Vacation Hrs/Pay
Start through 5 years	80.6	3.1
6 through 10 years	119.6	4.6
11 through 15 years	161.2	6.2
16 plus years	200.2	7.7

4. Any vacation balance in excess of the maximum accrual shall become void as of the close of business on the last day of the last pay period that ends in the month of December.

Years of Total Service	Maximum Accrual of Vacation Hours
Start through 5 years	241.8
6 through 10 years	358.8
11 through 15 years	483.6
16 plus years	600.6

5. Eligibility
 - a. To be eligible for biweekly (pay period) vacation accumulation, an employee must be in paid status for a minimum of 72 hours within that pay period; except that when an employee is

required to report for work and does so report and is denied work because of circumstances beyond their control, absence from work for the balance of that day shall not be construed as unpaid work status.

- b. An employee in full-time status who is to be separated from the City service through discharge, resignation, retirement or layoff, and who has unused vacation leave to their credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after his last day of active service with the City. Such payment shall be paid at the employee's hourly rate of pay at time of separation.
- c. When a member dies while in paid status in the City service, any unused vacation leave to their credit shall be paid in a lump sum to the surviving spouse, or such other person the employee may have designated in writing.
- d. To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment inside the State of Ohio:
 - 1) Employees will only be eligible to transfer years of service from a public agency as defined by State law.
 - 2) The amount of years of service that can be transferred is unlimited.
 - 3) Prior employment must be in full-time status.
- e. To be eligible to transfer years of service for determination of vacation benefits to the City of Delaware from prior employment outside the State of Ohio:
 - 1) Employees will only be eligible to transfer years of service from their immediate previous employer.
 - 2) Said previous employer must be a public agency.
 - 3) Employment with the City of Delaware must take place within twelve months of termination from their immediate previous employer.
 - 4) The maximum amount of years of service that can be transferred is five (5) years.
 - 5) Present employees are not eligible.
 - 6) Prior employment must be in full-time status.
- f. An employee may elect to trade three (3) weeks of vacation time, or the equivalent of vacation time earned in one year, whichever is greater, for equivalent pay during any the calendar year. Conversion of vacation time may occur in January, June, or December of each year. An employee must inform the Department Head prior to August 1 of the year preceding the calendar year in which he intends to make the trade and must maintain at least forty (40) hour of vacation time in the employee's account after said trade takes place.

B. Sick Leave

1. Each City employee shall be entitled to sick leave with pay of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. An employee may use sick leave, upon approval of his or her Department Head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness or injury of the employee's spouse, dependent children, step-children or parent. It is the option of a supervisor, with cause, to require return to work documentation from the employee.

2. If an employee used 0 hours of sick leave in any one calendar year, that employee shall be credited with an additional three (3) vacation days the following year. If an employee uses between one (1) and eight (8) hours of sick leave in any one calendar year that employee shall be credited with an additional two (2) vacation days the following year. If an employee uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall be credited with one (1) additional vacation day the following year. At the employee's option, any additional vacation days earned can be converted to pay in the months of January, June, or December of the year the additional vacation is earned ~~taken in the form of vacation leave or compensation in cash.~~
3. To be eligible to transfer sick leave to the City of Delaware from prior employment inside the State of Ohio:
 - a. Employees will only be eligible to transfer sick leave from a public agency as defined by the State of Ohio.
 - b. Employment with the City of Delaware must take place within ten (10) years of termination from their previous employer.
 - c. The maximum amount of sick leave hours that can be transferred is unlimited as long as it is accrued at a rate of no greater than 15 days per year.
4. To be eligible to transfer sick leave to the City of Delaware from prior employment outside the State of Ohio:
 - a. Employees will only be eligible to transfer sick leave from their immediate previous employer.
 - b. Said previous employer must be a public agency.
 - c. Employment with the City of Delaware must take place within twelve (12) months of termination from their immediate previous employer
 - d. The maximum amount of sick leave hours that can be transferred is six hundred (600).
 - e. Any sick leave time so transferred shall have been accumulated at the rate of one and one-fourth days per month of employment.
 - f. Present employees are not eligible.
5. Any City employee who has accumulated at least 100 days of sick leave credit may convert any excess thereof up to fifteen (15) days per year of sick leave to vacation leave on the basis two (2) sick leave days for one (1) day vacation leave. Such annual conversion, if made, shall occur in December for the year of conversion.
6. Any employee separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave pay out cannot exceed sixteen (16) weeks pay.

7. For Employees Hired After November 1, 2013

Each member hired by the City of Delaware after November 1, 2013 may transfer accrued sick leave hours from previous employment with any public agency but such sick leave hours will not be eligible for conversion or payment upon separation pursuant to section 5. In addition, sick leave usage by members who transfer in sick leave hours will first be charged to sick leave hours accumulated while employed by the City of Delaware. Members will only be eligible to utilize hours transferred in from prior public employment when they have no balance of sick leave available from sick leave accrued while employed by the City of Delaware.

C. Holiday and Personal Days

1. The following are designated as paid holidays for covered employees:

New Year's Day, January 1	Little Brown Jug Day, ½ day ¹
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day, July 4	Day before Christmas, ½ day
Labor Day	Christmas Day, December 25

2. If one of the holidays set forth above occurs while an employee is on vacation leave, such day shall not be charged against his/her vacation leave.
3. In the event that the Federal Government designates a specific day for any of the aforesaid holidays, then such holiday shall be observed by the City in accordance with such federal designation. When any such holiday falls on a Saturday it shall be observed on the Friday immediately preceding, and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately following, provided that the employee works their last regularly scheduled work day preceding and following the holiday.
4. For each of the holidays specified in Section 1 of this article on which a FLSA non-exempt employee works, they shall be entitled to holiday compensation equal to double the employee's regular rate of pay, except that the employee shall be entitled to holiday compensation at two and one-half times the employee's regular rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Only eight (8) hours per day will be used when computing the holiday rate. Compensation for holidays may be in the form of cash or compensatory time off.
5. Employees shall be credited with 32 hours of personal leave a year.
6. All employees will be permitted to accumulate three (3) years' worth of holiday compensatory time and personal leave. Once an employee accumulates the maximum allowable number of personal leave/holiday compensatory time then future personal leave/holiday compensatory time will be compensated for in cash, at the time they are earned. An employee may elect to cash in up to one year's worth of personal leave each year (32 hours) in the months of January, June, or December each year. An employee must inform his or her Department Head prior to August 1 of the year preceding the calendar year in which they intend to make the trade.

¹ In the event that an office remains open on a designated paid holiday all affected staff may take the corresponding time off for that holiday on another date, upon prior approval of their supervisor and/or department director.

D. Funeral Leave

Each covered employee shall be entitled to funeral leave with pay according to the following schedule:

Leave for Death of:	Days/Hours of Leave	
	Local Funeral	Other Funeral
Immediate Family Member	1 - 3 Days	1 - 5 Days
Other Relative	May Use Up To One Scheduled Work Day of Accrued Leave	May Use Between 1-3 Scheduled Work Days of Accrued Leave

- One work day/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Department Head.
 - All leave time with approval of the Department Head.
1. For the purposes of this section, "Immediate Family Member" means spouse, child, brother, sister, parents, step-child, step-brother, step-sister and step-parents, grandparents, grandchildren, sister-in-law, brother-in-law and parents-in-law.
 2. For the purposes of the article, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.

E. Special Leave

In addition to other leaves authorized herein, the City Manager may authorize a special leave of absence, with or without pay, for purposes beneficial to the employee and/ or the City.

For exempt employees who are absent, if the absence cannot be covered or paid through appropriate leave time, said employees shall be subject to a reduction in pay, unless the absence is less than one workday.

F. Jury Duty Leave

An employee, while serving on a jury in any court of record in Delaware County, or any adjoining county, will be paid his regular salary for each of his workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the City of Delaware.

When an employee has been released from Jury Duty they shall report back to work if more than two (2) hours are left in the workday

G. Court Leave

Time off with pay shall be allowed employees who are subpoenaed to attend any court of record in Delaware County, Delaware, Ohio, or any adjoining county, as a witness in civil matters, as they pertain to City matters. All witness fees shall be assigned to the City of Delaware.

H. Injury Leave

All regular full-time City employees shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed 30 consecutive working days for employees working a 40-hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:

1. In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his/her Department Head shall report such injury to the Department of Administrative Services immediately and ensure that a claim is filed with the BWC.
2. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary BWC forms and other documents as may be required by the City. In the event that the BWC determines that the injury is NOT employment related, any time the employee is, or has been, absent from work shall be deducted first from any accrued sick leave, then accrued vacation, or accrued compensatory time off, other than compensatory time for overtime worked.
3. During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.
4. In all cases where more than 30 consecutive working days are needed for injury leave for employees working a 40-hour workweek, the City Manager may extend such leave, if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension.

SECTION III - INSURANCE

A. Hospitalization, Surgical and Major Medical

The City will continue to provide comprehensive hospitalization, surgical and major medical coverage for all full-time members and their dependents. Beginning January 1, 1999, or at some date thereafter, the City may implement a Preferred Provider Organization (PPO). The Plan if implemented will provide for the following deductibles and co-payments as follows:

		NETWORKS PROVIDERS	NON-NETWORK PROVIDERS
Annual Deductible	Single Family	None None	\$ 500.00 \$1000.00
Office Visit Co-pay		\$10.00	N/A
ER Visit Co-Pay		\$50.00 unless admitted into the hospital, otherwise co-insurance will apply in excess of the deductible	N/A
Co-insurance	Single Family	90/10% of first \$1,000 80/20% of next \$3,000 90/10% of first \$2,000 80/20% of next \$5,000	50/50% of first \$5,000 50/50% of first \$10,000

1. Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable tax regulations.
2. Effective January 1, 2013 employees will contribute to the cost of the health benefit plan in an amount equal to 15% of the established monthly COBRA rate utilized by the City. Annual changes to the calculated COBRA rate will be applied to the monthly employee contributions on the first full pay-period in April of each year. Contributions will be deducted from all members in a paid status based on twelve (12) months times the monthly rate, divided by the number of pay periods per year. *An example would be \$56.95/mo. x 12 = \$683.40, \$683.40/26 pay periods = \$26.28 per pay period.* In the event federal tax regulations are changed so that medical benefit plans are no longer tax exempt, the City will not be responsible to pick up the member's tax burden.

The City will permit employees who have alternate health plan options through a spouse to opt out of the City plan in return for a payment of \$100.00 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. One spouse will carry the cost of the plan minus the opt out payment. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage.

The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in their qualifying family circumstances. The member must give thirty (30) days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.

3. Employees who opt out of the health insurance program will be compensated as follows:

No Coverage	\$100 per month
Maintain Prescription Only	\$ 60 per month
Maintain Dental Only	\$ 65 per month
Maintain Prescription and Dental	\$ 55 per month

* An employee may not elect to have medical coverage only.

4. Payments will begin on the first pay period of the month following 30 days notice of an employee's desire to drop coverage. A form will be provided which will contain all information necessary to discontinue coverage under the plan. The form must be signed and returned to the Department of Administrative Services. Until such time that an employee is effectively dropped from City coverage, they will be subject to any payroll contributions.

5. All payments made in lieu of insurance coverage will be included as other pay on employee's paycheck. This income will not be included in income subject to OPERS contributions but will be subject to all applicable taxes.

B. Prescription Plan

The City will provide a prescription card plan for members and their dependents.

The retail benefits will be the following with the City paying the higher amount and the employee paying the lesser amount of prescription coinsurance:

- 80/20% for generic drugs
- 50/50% name brand drugs with a \$25 co-pay for each disbursement

The mail order benefits will be the following:

- 90/10% for generic drugs and
- 75/25% for name brand drugs with no \$25 co-pay.

The maximum expense an employee will pay for coinsurance is \$250 annually for single coverage and \$500 for family annually for prescription benefits, however, the \$25 co-pay for retail name brand drugs will not count towards the calculation of the \$250 or the \$500 coinsurance maximum and will always apply even after an employee reaches the coinsurance maximum expenditure.

C. Dental Care Plan

The City will maintain the current dental coverage for all members. Please refer to the Plan Document for specific covered services

D. Life Insurance

The City will provide the following amount of life insurance:

Department Heads = \$50,000

Assistant Fire and Police Chiefs = \$50,000

Pay Grades M11 through M20 = \$40,000

Police Captain and Fire Captain = \$40,000

Pay Grades M 1 through M10 = \$30,000

E. Vision Plan

The City will provide a vision plan for members and their dependents covered by this Summary of Benefits. The City will contribute \$6.00 per month on behalf of the employee. The employee will be responsible for the balance of the monthly cost of the coverage selected.

SECTION IV OTHER COMPENSATION

A. Longevity Compensation

Employees shall receive, in addition to other pay called for herein, Longevity Compensation based on completed years of service according to the following table:

After five (5) years of continuous service	\$550.00 / year
After ten (10) years of continuous service	\$750.00 / year
After fifteen (15) years of continuous service	\$950.00 / year
After twenty (20) years of continuous service	\$1150.00 / year

1. Longevity compensation shall be paid, in accordance with the above schedule, in two (2) separate lump sum payments during the first pay periods in June and December of each year.
2. Upon termination of service for any reason, employees who are eligible for longevity pay under this section (or in the event of death, the surviving spouse or estate) will be paid, as part of their terminal pay, the final partial year of longevity compensation, prorated to the number of months completed during said partial year since the employee's last payment date.
3. For the purpose of this section, continuous years of service shall include approved military leave.

B. Automobile Expense Reimbursement

Employees shall receive reimbursement for business use of their personal vehicle. Reimbursement will be in accordance with Internal Revenue Service (IRS) regulations for not-taxable reimbursements and shall be at the IRS per mile reimbursement rate in effect when the business use miles were incurred. Department Heads as department heads employed by the City prior to January 1, 1999 who had received a monthly automobile allowance will only be reimbursed for business use of their personal vehicle for travel outside the City limits.

C. Non-Uniformed Clothing Allowance

All employees covered under this pay plan in Pay Grades M1 through M9 who are not provided with a uniform shall receive an annual clothing allowance of \$150.00. Such allowance shall be utilized to purchase necessary work related items of clothing such as, but not limited to: steel toed boots, coats, rain gear, rubber boots, gloves etc. All purchases of clothing shall be the responsibility of the employee. Upon hire the clothing allowance will be prorated based on the full months of service for that year.

D. Call In Pay

Both exempt and nonexempt employees shall be eligible for "on call" compensation for weekly periods when assigned the responsibility of directing Parks, Public Works, or Utility personnel in response to service requests during non-scheduled work periods. Employees assigned to this "on call" status shall serve in this posture for weekly time periods as authorized by the respective Department Head. Said employees shall be responsible for responding to after hour service requests. Employees assigned to an "on call" status shall be compensated at a weekly rate of between \$25.00 and \$50.00 as determined by the City Manager. On call compensation shall be paid in addition to regular and overtime wages earned during the pay period. On call assignments will be posted in June and December of each year for the following six-month period. Changes to the schedule must be made in advance with approval of the Department Head.

SECTION V MISCELLANEOUS

A. Personnel Files

The official personnel files of all employees shall be maintained in the Department of Administrative Services (DAS). All employee personnel records shall include but not limited to, applications, performance evaluations, promotions, acts of reward and recognition, disciplinary actions and any other pertinent information pertaining to the job performance of the individual employee. Copies therein shall be available to the employee.

DAS shall be responsible for the care and maintenance of all personnel files and records. Department heads shall be responsible for promptly forwarding all pertinent personnel information and documentation to DAS. Employees may, during normal office hours, review their official personnel files.

B. Parks and Recreation Credit

The City shall provide each employee with a credit to be applied to a Jack Florance Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be \$60.00. Employees shall abide by the stipulations set forth by the managing organization both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. **In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.**

Credits may not be used to purchase memberships or to secure rentals beyond the calendar year for which it is issued. Credits will not be re-issued if lost or stolen and must be surrendered at the time of registration/ purchase. Credits are non-transferrable.