

**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

March 26, 2018

1. ROLL CALL
2. INVOCATION – Chaplain Jon Powers, Ohio Wesleyan University
3. PLEDGE OF ALLEGIANCE
4. APPROVAL of the Motion Summary of the regular meeting of Council held on March 12, 2018, as recorded and transcribed.
5. CONSENT AGENDA
  - A. Resolution No. 18-19, a resolution appointing members to various Boards, Commissions, and/or Committees, and specifying the term of the appointments.
  - B. Resolution No. 18-20, a resolution authorizing the City Manager to enter into a Local Public Agency (LPA) Agreement with the Ohio Department of Transportation (ODOT) for the US-23 Micro-Surfacing Project (Lane Mile 11.43-12.68), to execute contracts and construct the project.
6. LETTERS, PETITIONS, AND PUBLIC COMMENTS
7. COMMITTEE REPORTS
8. CONSIDERATION of Ordinance No. 18-23, an ordinance amending the Delaware Municipal Court and Clerk of Court Employee Benefits and Leave Policies.

9. CONSIDERATION of Resolution No. 18-21, a resolution authorizing the payment of tuition leave under the 2018 Management Pay Plan.
10. THIRD READING of Ordinance No. 18-18, an ordinance amending Section 933.09 of the Codified Ordinances of the City of Delaware, Ohio regarding intoxicating beverages prohibited, and repealing existing Section 933.09 in its entirety, and declaring an emergency.
11. 7:30 P.M. PUBLIC HEARING AND SECOND READING of Ordinance No. 18-21, an ordinance for Medrock LLC. approving a Zoning Text Amendment to the existing Willowbrook Farm Tract PUD Overlay Zoning Text (Planned Unit Development) to allow a modification to the maximum dwelling units and density to Multi-Family Areas 3 and 4 to allow additional dwelling units in Area 3 and removing units in Area 4 thereby decreasing the overall units currently allowed in total located on the east side of Houk Road on approximately 36 acres on property zoned R-6 Multi-Family with a PUD Overlay.
12. SECOND READING of Ordinance No. 18-22, an ordinance for Medrock LLC approving a Combined Preliminary and Final Development Plan for Multi-Family Area 3 of the Willowbrook Farm Tract for a 180 unit apartment complex on approximately 15.506 acres located on the northeast corner of Houk Road and DiGenova Way on property zoned R-6 PUD (Multi-Family Residential District with a Planned Unit Development District).
13. CONSIDERATION of Ordinance No. 18-24, an ordinance granting an appeal of a denial of a Certificate of Appropriateness for the request by Buns Restaurant LLC for reinstating storefront entrances at 49 North Sandusky Street which is zoned B-2 (Central Business District) and located in the Downtown Core Sub-District of the Downtown Historic District Overlay.
14. FINANCE DIRECTOR'S REPORT
15. CITY MANAGER'S REPORT
16. COUNCIL COMMENTS
17. ADJOURNMENT

# RECORD OF PROCEEDINGS

Minutes of

Delaware City Council

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. 10148

Held March 12

20 18

**6:30 EXECUTIVE SESSION:** Mrs. Keller motioned to enter into executive session at 6:30 p.m. This motion was seconded by Vice-Mayor Shafer 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 Jim Browning, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle. Absent from the discussion was Fourth Ward Kyle Rohrer. Following the discussion at 6:55 p.m., it was moved by Vice-Mayor Shafer that Council move into Open session, seconded by Mr. Jones and approved by a 6-0 vote.

The regular meeting of Council held March 12, 2018 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 Jim Browning, At-Large George Hellinger, Vice-Mayor Kent Shafer and Mayor Carolyn Kay Riggle who presided. Absent from the meeting was Fourth Ward Kyle Rohrer. The invocation was given by Pastor Michael Curtis, Second Baptist Church, followed by the Pledge of Allegiance.

Staff Present: Darren Shulman, City Attorney, Dean Stelzer, Finance Director, Ted Miller, Parks and Natural Resource Director, Blake Jordan, Director of Public Utilities, Dave Efland, Planning and Community Development Director, Bruce Pijanowski, Police Chief, Kelsey Scott, Economic Development Specialist, Jackie Walker, Assistant City Manager and Tom Homan, City Manager

**Motion to Excuse:** Vice-Mayor Shafer motioned to excuse Mr. Rohrer, seconded by Mrs. Keller. Motion approved by a 6-0 vote.

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

APPROVAL of the Motion Summary of the regular meeting of Council held on February 26, 2018, as recorded and transcribed.

**Motion:** Vice-Mayor Shafer motioned to approve the Motion Summary of the regular meeting of Council held February 26, 2018, seconded by Mr. Browning. Motion approved by a 6-0 vote.

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

- A. Acceptance of the Motion Summary of the Shade Tree meeting held on January 23, 2018, as recorded and transcribed.
- B. Acceptance of the Motion Summary of the Historic Preservation Commission meeting held on January 24, 2018, as recorded and transcribed.
- C. Acceptance of the Motion Summary of the Finance Committee meeting held on August 16, 2017, as recorded and transcribed.
- D. Acceptance of the Motion Summary of the Civil Service Committee meeting held on January 3, 2018, as recorded and transcribed.
- E. Acceptance of the Motion Summary of the Planning Commission meeting held on February 7, 2018, as recorded and transcribed.

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- F. Resolution No. 18-15, a resolution accepting the recommendations of the Delaware City Tax Incentive Review Council (TIRC) on the status of the 2017 Community Reinvestment Area (CRA), Enterprise Zone (EZ) and Tax Increment Financing Programs (TIF).
- G. Establish March 26, 2018 at 7:30 p.m. as a date and time for a public hearing and second reading for Ordinance No. 18-21, an ordinance for Medrock LLC approving a Zoning Text Amendment to the existing Willowbrook Farm Tract PUD Overlay Zoning Text (Planned Unit Development) to allow a modification to the maximum dwelling units and density to Multi-Family Areas 3 and 4 to allow additional dwelling units in Area 3 and removing units in Area 4 thereby decreasing the overall units currently allowed in total located on the east side of Houk Road on approximately 36 acres on property zoned R-6 Multi-Family with a PUD Overlay.

Mayor Riggle requested that staff review the boundaries for a Residential CRA.

**Motion:** Vice-Mayor Shafer motioned to approve the Consent Agenda, seconded by Mr. Jones. Motion approved by a 6-0 vote.

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

**ITEM 7: COMMITTEE REPORTS**

Mr. Hellinger informed Council that the Finance Committee had a meeting.

**ITEM 8: ORDINANCE NO. 18-11** [Third Reading]

AN ORDINANCE FOR DEL-MOR DWELLINGS CORPORATION APPROVING A REZONING AMENDMENT TO ALLOW A PMU (PLANNED MIXED USE OVERLAY DISTRICT) AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I (PLANNED OFFICE/INSTITUTIONAL DISTRICT) FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT.

The Clerk read the ordinance for the third time.

**APPLICANT:**

Jim Wilson  
30 North Franklin Street  
Delaware, Ohio 43015

**PUBLIC COMMENT:**

Craig Campbell  
183 Curtis Street  
Delaware, Ohio 43015

Mr. Campbell discussed the need to improve the sidewalks on Curtis Street for safety reasons. He voiced a concern over the approved height of the buildings compared to houses on Curtis Street.

Suzanne Pussar  
2978 N Three B's & K Road  
Sunbury, Ohio 43074

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Ms. Pussar discussed her support for the development and the need for housing for individuals with mental illness.

**Motion:** Vice-Mayor Shafer motioned to adopt Ordinance No. 18-11, seconded by Mr. Hellinger. Motion approved by a 6-0 vote.

**ITEM 9: ORDINANCE NO. 18-12** [Third Reading]

AN ORDINANCE FOR DEL-MOR DWELLINGS CORPORATION APPROVING A CONDITIONAL USE PERMIT ALLOWING THE PLACEMENT OF A PMU (PLANNED MIXED USE OVERLAY DISTRICT) TO BE ESTABLISHED AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I (PLANNED OFFICE/INSTITUTIONAL DISTRICT) FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT.

The Clerk read the ordinance for the third time.

**Motion:** Vice-Mayor Shafer motioned to adopt Ordinance No. 18-12, seconded by Mr. Hellinger. Motion approved by a 6-0 vote.

**ITEM 10: ORDINANCE NO. 18-13** [Third Reading]

AN ORDINANCE FOR DEL-MOR DWELLINGS CORPORATION APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I PMU (PLANNED OFFICE/INSTITUTIONAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT).

The Clerk read the ordinance for the third time.

**Motion:** Vice-Mayor Shafer motioned to adopt Ordinance No. 18-13, seconded by Mr. Hellinger. Motion approved by a 6-0 vote.

**ITEM 11: ORDINANCE NO. 18-14** [Third Reading]

AN ORDINANCE FOR DEL-MOR DWELLINGS CORPORATION APPROVING A COMPREHENSIVE PLAN AMENDMENT ON THE FUTURE LAND USE MAP FROM MEDIUM DENSITY SINGLE FAMILY TO MIXED USE AT 250 CURTIS STREET ON THE NORTH SIDE OF FIRESTONE DRIVE ON APPROXIMATELY 3.64 ACRES ON PROPERTY ZONED PO/I PMU (PLANNED OFFICE/INSTITUTIONAL DISTRICT WITH A PLANNED MIXED USE OVERLAY DISTRICT) FOR AN ACTIVELY OWNED AND MANAGED 40 DWELLING UNIT LOW AND MODERATE INCOME AFFORDABLE HOUSING DEVELOPMENT.

The Clerk read the ordinance for the third time.

Mrs. Keller discussed the Comprehensive Plan Amendment and having the process take place during the update of the Comprehensive Plan.

**APPLICANT:**

Jim Wilson  
30 North Franklin Street  
Delaware, Ohio 43015

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Held March 12 20 18

Mr. Wilson was in agreement to withdraw Ordinance No. 18-14.

**Motion:** Mrs. Keller motioned to adopt Ordinance No. 18-14, seconded by Mr. Jones. Motion failed by a 0-6 vote.

**ITEM 12: ORDINANCE NO. 18-18** [Public Hearing and Second Reading]

AN ORDINANCE AMENDING SECTION 933.09 OF THE CODIFIED ORDINANCES OF THE CITY OF DELAWARE, OHIO REGARDING INTOXICATING BEVERAGES PROHIBITED, AND REPEALING EXISTING SECTION 933.09 IN ITS ENTIRETY, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the second time.

There was no public comment.

Mr. Hellinger voiced his opposition to Ordinance No. 18-18 and concerns regarding having alcohol at a City park. Council was in agreement to take Ordinance No. 18-18 to a third reading.

**ITEM 13: RESOLUTION NO. 18-16** [First Reading]

A RESOLUTION AUTHORIZING THE ELIMINATION OF SEVEN (7) ON-STREET PARKING SPACES ON THE EAST SIDE OF NORTH SANDUSKY STREET BETWEEN MARSHALL COURT AND THE ALLEY THAT RUNS BETWEEN SANDUSKY STREET AND UNION STREET, AND DESIGNATED AS A NO PARKING ZONE ACCORDINGLY.

The Clerk read the resolution for the first time.

**Motion:** Vice-Mayor Shafer motioned to adopt Resolution No. 18-16, seconded by Mr. Jones. Motion approved by a 6-0 vote.

**ITEM 14: RESOLUTION NO. 18-17** [First Reading]

A RESOLUTION DESIGNATING THE ALLEY BETWEEN NORTH SANDUSKY STREET AND NORTH UNION STREET AS A ONE-WAY ALLEY EASTBOUND FROM NORTH SANDUSKY STREET TO 115 FEET WEST OF NORTH UNION STREET, AND TO REMAIN AS A TWO-WAY ALLEY FROM 115 FEET WEST OF NORTH UNION STREET TO NORTH UNION STREET.

The Clerk read the resolution for the first time.

**Motion:** Vice-Mayor Shafer motioned to adopt Resolution No. 18-17, seconded by Mr. Jones. Motion approved by a 6-0 vote.

**ITEM 15: RESOLUTION NO. 18-18** [First Reading]

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) RELATING TO A PROPOSED DEVELOPMENT AGREEMENT WITH DELAWARE COUNTY RELATING TO PUBLIC USE OF CERTAIN COUNTY PARKING AREAS.

The Clerk read the resolution for the first time.

**Motion:** Vice-Mayor Shafer motioned to adopt Resolution No. 18-18, seconded by Mr. Jones. Motion approved by a 6-0 vote.

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**ITEM 16: ORDINANCE NO. 18-19** [First Reading]  
 AN ORDINANCE AMENDING THE 2018 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING FOR A PERFORMANCE BASED ECONOMIC INCENTIVE GRANT TO CAMS, INC. TO ASSIST IN UPGRADING ELECTRICAL INFRASTRUCTURE THAT WILL ALLOW THE COMPANY TO OCCUPY 20,000 SQ. FT. OF THE SYMMETRY II BUILDING AT 105 INNOVATION COURT, AND DECLARING AN EMERGENCY.

The Clerk read the ordinance for the first time.

**Motion:** Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-19, seconded by Mr. Hellinger. Motion approved by a 6-0 vote.

**Motion:** Vice-Mayor Shafer motioned to enact the emergency clause for Ordinance No. 18-19, seconded by Mr. Hellinger. Motion approved by a 6-0 vote.

**Motion:** Vice-Mayor Shafer motioned to adopt Ordinance No. 18-19, seconded by Mr. Hellinger. Motion approved by a 6-0 vote.

**ITEM 17: ORDINANCE NO. 18-20** [First Reading]  
 AN ORDINANCE SUPPLEMENTING THE 2018 APPROPRIATIONS ORDINANCE TO PROVIDE FUNDING TO PURCHASE A NEW POOL PUMP FOR THE JACK FLORANCE POOL.

The Clerk read the ordinance for the first time.

**Motion:** Vice-Mayor Shafer motioned to suspend the rules for Ordinance No. 18-20, seconded by Mr. Jones. Motion approved by a 6-0 vote.

**Motion:** Vice-Mayor Shafer motioned to adopt Ordinance No. 18-20, seconded by Mr. Jones. Motion approved by a 6-0 vote.

**ITEM 18: ORDINANCE NO. 18-21** [First Reading]  
 AN ORDINANCE FOR MEDROCK LLC. APPROVING A ZONING TEXT AMENDMENT TO THE EXISTING WILLOWBROOK FARM TRACT PUD OVERLAY ZONING TEXT (PLANNED UNIT DEVELOPMENT) TO ALLOW A MODIFICATION TO THE MAXIMUM DWELLING UNITS AND DENSITY TO MULTI-FAMILY AREAS 3 AND 4 TO ALLOW ADDITIONAL DWELLING UNITS IN AREA 3 AND REMOVING UNITS IN AREA 4 THEREBY DECREASING THE OVERALL UNITS CURRENTLY ALLOWED IN TOTAL LOCATED ON THE EAST SIDE OF HOUK ROAD ON APPROXIMATELY 36 ACRES ON PROPERTY ZONED R-6 MULTI-FAMILY WITH A PUD OVERLAY.

The Clerk read the ordinance for the first time.

A public hearing and second reading has been scheduled for March 26, 2018 at 7:30 p.m.

**ITEM 19: ORDINANCE NO. 18-22** [First Reading]  
 AN ORDINANCE FOR MEDROCK LLC. APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR MULTI-FAMILY AREA 3 OF THE WILLOWBROOK FARM TRACT FOR A 180 UNIT APARTMENT COMPLEX ON APPROXIMATELY 15.506 ACRES LOCATED ON THE NORTHEAST CORNER OF HOUK ROAD AND DIGENOVA WAY

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ON PROPERTY ZONED R-6 PUD (MULTI-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT DISTRICT).

The Clerk read the ordinance for the first time.

## **ITEM 20: CITY MANAGER'S REPORT**

Mr. Homan reminded Council that a Work Session to discuss Economic Development is scheduled for March 19, 2018 is scheduled

Mr. Homan discussed the status of Small Cell Tower Legislation.

Mr. Homan informed Council that there will be a joint signing with Ohio Wesleyan University for the Entrepreneurship Center Agreement.

Mr. Homan recognized staff efforts to address issues in the City that affect people with disabilities, including a recent article regarding the installation of the audio cross walk signals.

## **ITEM 21: COUNCIL COMMENTS**

Mr. Hellinger requested that Council discuss in the future the continued issue with The Bag.

Mayor Riggle discussed a recent meeting she attended with Amvets Post 102 to discussion the upcoming art exhibit of the Eyes of Freedom Memorial. This exhibit will be displayed at the National Guard Armory the last week of May to the beginning of June.

## **ITEM 22: ADJOURNMENT**

**Motion:** Vice-Mayor Shafer motioned to adjourn the meeting. The meeting adjourned at 7:54 p.m.

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

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



**FACT SHEET**

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AGENDA ITEM NO: CONSENT ITEM A      DATE: 03/26/2018  
ORDINANCE NO:                                      RESOLUTION NO: 18-19  
READING: FIRST                                      PUBLIC HEARING: NO

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

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

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

**BACKGROUND:**

**REASON WHY LEGISLATION IS NEEDED:**

**COMMITTEE RECOMMENDATION:**

**FISCAL IMPACT(S):**

**POLICY CHANGES:**

**PRESENTER(S):**

Carolyn Kay Riggle, Mayor

**RECOMMENDATION:**

**ATTACHMENT(S)**

None





## FACT SHEET

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AGENDA ITEM NO: CONSENT ITEM B      DATE: 03/26/2018  
ORDINANCE NO:                                      RESOLUTION NO: 18-20  
READING: FIRST                                      PUBLIC HEARING: NO

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

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE US-23 MICRO-SURFACING PROJECT (LANE MILE 11.43 - 12.68), TO EXECUTE CONTRACTS, AND CONSTRUCT THE PROJECT.

**BACKGROUND:**

The alignment of this section of US-23 contains three (3) curves from approximately the US-36 northbound off-ramp to the just past Mingo Park and has been identified by the City of Delaware and ODOT as a potential location for safety improvements due to the number of accidents that have occurred within the past 4-years. From the beginning of 2013 to March of 2017, there have been a total of 50 accidents in the northbound direction and 49 accidents in the southbound direction. All crash reports were reviewed and filtered to include accidents that were curve related. Of the 50 accidents that occurred in the northbound, 35 accidents were curve related and, of the 49 accidents in the southbound direction, 33 accidents were curve related. The pavement along this section of US-23 was last resurfaced by ODOT in 2012. US-23 from SLM 12.0-12.5 was identified and listed on the FHWA Roadway Departure Curve Signage Upgrade List in 2015. As a result, barrier reflective strips were supplied by ODOT and were installed by the City of Delaware in 2016 on the center concrete barrier for northbound traffic along curve 2 and for southbound traffic along curve 3 (see attached Exhibit A for specific curve

designations). The City of Delaware also installed guardrail in 2017 along the outside of curve 3 which is adjacent to Mingo Park.

ODOT Staff recently collected friction data for US-23 from the US-36 on/off-ramps to Pennsylvania Avenue on-ramp. To summarize the findings, it is evident that there is an available wet friction concern for the outside lanes in both directions between SLM 11.43 to SLM 12.68.

In October of 2017, the City was awarded safety funds to implement improvements to the pavement surface and install curve warning signage as a two (2) phased approach. Phase 1 of the project, which was directly funded by ODOT with Safety Funds, was completed in late December 2017. This phase included micro-milling the slow lane pavement surface along the three (3) curves to improve the friction for vehicular traffic, installing curve warning signage with advisory speed placards (where applicable) for each curve, and replacing barrier reflectors on the guardrail and concrete barrier to enhance visibility during the nighttime. This was a short term low-cost countermeasure that reduced the potential for accidents over the winter months when wet pavement conditions are likely to occur.

Phase 2 of the project will include micro-surfacing both the lanes in the northbound and southbound directions along all three (3) curves as a mid-term countermeasure. US-23 is scheduled to be resurfaced in 2024, so the micro-surfacing will improve the friction of the surface course until the roadway surface can be completely replaced with a high-friction surface treatment. Construction of this phase is scheduled to be complete by August of 2018.

**REASON WHY LEGISLATION IS NEEDED:**

The City will be bidding and administering the project and the State requires this legislation be passed by the local government to allow for the project to occur and to get reimbursed 100% with ODOT Safety Funds for the construction expenses.

**COMMITTEE RECOMMENDATION:**

Public Works / Public Utilities Committee was briefed during the 02/06/18 meeting.

**FISCAL IMPACT(S):**

The total Phase 2 project construction budget is \$303,172 and the City will be reimbursed 100% by ODOT using Safety Funds.

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

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

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Exhibit A showing project limits on US-23.  
LPA Federal Local-Let Project Agreement.

RESOLUTION NO. 18-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL PUBLIC AGENCY (LPA) AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE US-23 MICRO-SURFACING PROJECT (MILE MARKER 11.43 – 12.68), TO EXECUTE CONTRACTS, AND CONSTRUCT THE PROJECT.

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

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

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

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

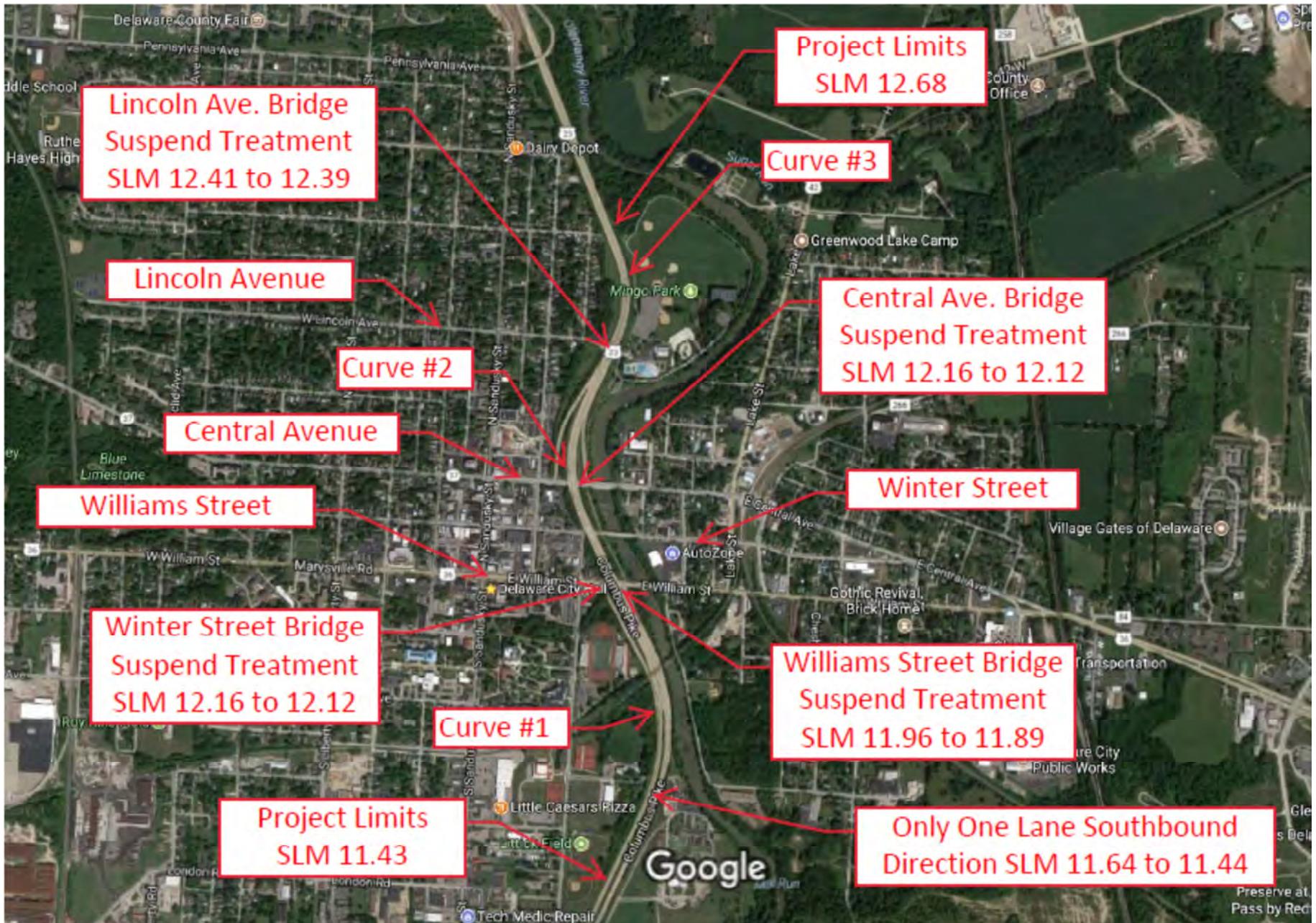
SECTION 2. ODOT agrees to assume and bear the costs of preliminary engineering, right-of-way, and construction by administering Federal and State funds for the project;

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

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

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





CFDA 20.205

## LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the CITY OF DELAWARE, hereinafter referred to as the LPA, 1 South Sandusky Street, Delaware, Ohio 43015.

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The Micro-surfacing of both North and Southbound lanes of US23 from SLM 11.43 to 12.68 in the City of Delaware (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. Section 5501.03(D) of the ORC;
  - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
  - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
  - e. 2 CFR Part 200; and
  - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 303,172 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$ 303,172 in Federal/State HSIP funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

### 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [www.dot.state.oh.us/CONTRACT](http://www.dot.state.oh.us/CONTRACT). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA,

and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid

opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process

a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:  
*(INSERT THE APPLICABLE LPA WITH CONTACT NAME, ADDRESS AND PHONE NUMBER)*
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.
10. NONDISCRIMINATION
- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State

funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

### **GOOD FAITH EFFORTS (GFEs)**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
 The Ohio Department of Transportation  
 1980 West Broad Street, Mail Stop 3270  
 Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
 Division of Chief Legal Counsel  
 1980 West Broad Street, Mail Stop 1500  
 Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that

the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
  - (1) annual DBE participation over DBE goals;
  - (2) annual DBE participation on projects without goals;
  - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
  - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination

prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant

or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

## 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

Revision Date 12/28/2017

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Jessica Ormeroid, PE, PTOE  
 City of Delaware  
 440 East William Street  
 Delaware, OH 43015

If to ODOT:

Brian Davidson  
 ODOT, District 6  
 400 East William Street  
 Delaware, OH 43015

15. GENERAL PROVISIONS

15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:<sup>1</sup>

- 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate<sup>2</sup>
- 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)<sup>3</sup>
- 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate<sup>4</sup>
- 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

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<sup>1</sup> **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

<sup>2</sup> The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

<sup>3</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>4</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers<sup>5</sup> and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 **Financial Reporting and Audit Requirements:** The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.<sup>6</sup>

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.<sup>7</sup> The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

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<sup>5</sup> Question and Answer guidance can be found at the following web address:  
[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

<sup>6</sup> See 2 CFR §200.328.

<sup>7</sup> Per 2 CFR §200.502

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: \_\_\_\_\_

**STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION**

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

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

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

Jerry Wray  
Director

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

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

## Attachment 1

## PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS				\$272,854.80	90	4HJ7	\$30,317.20	10	4BC7	\$303,172.00
INSPECTION										
TOTALS				\$272,854.80			\$30,854.80			\$303,172.00

**Attachment 2**

\_\_\_\_\_  
COUNTY-ROUTE-SECTION

\_\_\_\_\_  
PID NUMBER

\_\_\_\_\_  
AGREEMENT NUMBER

\_\_\_\_\_  
DUNS NUMBER

**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We \_\_\_\_\_ (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this agreement performed by \_\_\_\_\_ (CONTRACTOR'S NAME) be paid directly to \_\_\_\_\_ (CONTRACTOR'S NAME).

\_\_\_\_\_

Contractor Name:  
Oaks Vendor ID:  
Mailing Address:

LPA signature

LPA Name:  
Oaks Vendor ID:  
Mailing Address:

\_\_\_\_\_  
Approved, ODOT signature



## FACT SHEET

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AGENDA ITEM NO: 8

DATE: 03/26/2018

ORDINANCE NO: 18-23

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Judge Marianne Hemmeter

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

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

**BACKGROUND:**

Unlike the rest of the City's pay plans and contracts, the Municipal Court and Clerk of Court Employee Benefits and Leave Policies does not count prior service in calculating vacation leave. The following change applies to the Chief Bailiff position at the Municipal Court. If accepted, it would allow the court to grant vacation accrual based on prior service with an Ohio public agency for this position.

**REASON WHY LEGISLATION IS NEEDED:**

Salaries and other compensation are established by ordinance. As this changes one of the benefits set out in the benefits policy adopted by Council, an amendment is needed.

**COMMITTEE RECOMMENDATION:**

N/A

**FISCAL IMPACT(S):**

Minimal. One employee will accrue vacation at a higher rate.

**POLICY CHANGES:**

While the rest of the employees in this pay plan would not accrue based on prior service time, this method of calculation is consistent with the rest of the city's employees. This change was deemed necessary to recruit for this position.

**PRESENTER(S):**

Judge Marianne Hemmeter

**RECOMMENDATION:**

**ATTACHMENT(S)**

Amended Pay Plan

ORDINANCE NO. 18-23

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

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). Specifically, the following language is being inserted in the vacation leave section:

Notwithstanding the above provisions, the position of Chief Bailiff may accrue vacation time based on years of service with an Ohio public agency, as defined by State law.

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: \_\_\_\_\_, 2018

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

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

\_\_\_\_\_  
MAYOR

# Delaware Municipal Court and Clerk of Court

## Employee Benefits And Leave Policies

Effective December 27, 2017

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 1  
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  
Day before Christmas, December 24, 1/2 day  
Christmas Day, December 25  
Day before New Year's, December 31, 1/2 day

Revised Nov. 2017

**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.

**Notwithstanding the above provisions, the position of Chief Bailiff may accrue vacation time based on years of service with an Ohio public agency, as defined by State law.**

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

<b>Years of Total Service</b>	<b>Vacation Hours/Year</b>	<b>Vacation Hours/Pay</b>
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:

<b>Years of Total Service</b>	<b>Vacation Hours/Year</b>	<b>Vacation Hours/Pay</b>
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.

<b>Years of Total Service</b>	<b>Maximum Accrual of Vacation Hours</b>
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. 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:

	<b>NETWORK PROVIDERS</b>	<b>NON-NETWORK PROVIDERS</b>
Annual Deductible Single Family	None None	\$ 500.00 \$1,000.00
Office Visit Co-Pay	\$10.00	N/A
ER Visit  <i>Co-Pay</i>	\$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

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  $\$56.95/\text{mo.} \times 12 = \$683.40$ ,  $\$683.40/26$  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.

## **C. Vision Care Plan**

The City will contribute \$6 a month towards vision coverage. The employee will be responsible for the balance of the monthly cost of the selected coverage. The City may cease to make this contribution if the City no longer offers vision coverage. Please contact the Department of Administrative Services if you have questions.

\*Revised Nov 2017

## **Section 2. Life Insurance**

The City will provide the following amount of life insurance:

<i>Clerk of Court*</i>	\$ 100,000.00
Magistrate	\$ 45,000.00
Clerk's Chief Deputy	\$ 30,000.00
Court IT Director	\$ 30,000.00
All other full time employees	\$ 20,000.00

\*Revised Nov 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.

### **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	\$20	\$25,730	\$41,600
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
MISSION DOCKET COORDINATOR/ COMMUNITY CONTROL OFFICER*	\$16.35	\$28	\$34,000	\$58,240
VETERAN MENTOR COORDINATOR*	\$16	\$24	\$33,280	\$49,920
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
DEPUTY CHIEF COMMUNITY CONTROL OFFICER	\$20.74	\$32	\$43,139	\$66,560
MAGISTRATE	\$34.67	\$52	\$72,114	\$108,160

\*Revised Nov. 2017

**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

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AGENDA ITEM NO: 9

DATE: 03/26/2018

ORDINANCE NO:

RESOLUTION NO: 18-21

READING: FIRST

PUBLIC HEARING: NO

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Jackie Walker, Assistant City Manager

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

A RESOLUTION AUTHORIZING THE PAYMENT OF TUITION LEAVE UNDER THE 2018 MANAGEMENT PAY PLAN.

**BACKGROUND:**

The 2018 Management Pay Plan added a tuition reimbursement program for undergraduate or graduate courses towards a degree; moving a process that had been governed by a policy into the pay plan. Employees with more than one year of service are eligible to apply for this benefit prior to September 30 of the year preceding the courses. Janelle Valdinger, GIS/CMMS Public Utilities Technician was mistakenly told she would be reimbursed for classes taken in 2017. Ms. Valdinger had not worked for the City for a year and therefore could not have made the request by September 30 in the year prior to enrollment. With that knowledge, she enrolled at Ohio Wesleyan and took four classes related to a GIS degree which is directly related to her position with City of Delaware and received a 4.0 for the quarter.

**REASON WHY LEGISLATION IS NEEDED:**

Ms. Valdinger's classes were not completed until the end of 2017, and her supervisor requested tuition reimbursement for her classes in the 2017 budget and did not verify the need to have Ms. Valdinger to be employed for one year before requesting reimbursement. Therefore, this constitutes a change in policy. Monies for her classes have been appropriated in the 2018 budget which staff is recommending a \$3500.00 cap on the reimbursement.

**COMMITTEE RECOMMENDATION:**

**FISCAL IMPACT(S):**

None

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

Jackie Walker, Assistant City Manager

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

N/A

RESOLUTION NO. 18-21

A RESOLUTION AUTHORIZING THE PAYMENT OF  
TUITION LEAVE UNDER THE 2018 MANAGEMENT  
PAY PLAN.

WHEREAS, under Charter Section 119, salaries and compensation of employees are set by ordinance; and

WHEREAS, the 2018 Management Pay Plan added a tuition reimbursement program for undergraduate or graduate courses towards a degree; moving a process that had been governed by a policy into the pay plan; and

WHEREAS, employees with more than one year of service are eligible to apply for this benefit prior to September 30 of the year preceding the courses; and

WHEREAS, Janelle Valdinger, GIS/CMMS Public Utilities Technician was mistakenly told she would be reimbursed for classes taken in 2017. Ms. Valdinger had not worked for the City for a year and therefore could not have made the request by September 30 in the year prior to enrollment; and

WHEREAS, the City Manager believes that the courses taken will have a positive impact on Ms. Valdinger's performance in her position; and

WHEREAS, a comparable clause in the FOP and IAFF contracts establishes a \$3,500 per year cap on the tuition reimbursement benefit; and

WHEREAS, Ms. Valdinger's classes were completed at the end of the calendar year and will be reimbursed from funds placed in the 2018 budget marked "tuition reimbursement."

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

SECTION 1. The City is hereby authorized to reimburse Janelle Valdinger for \$3,500 in tuition reimbursement under the 2018 Management Pay Plan. This reimbursement is subject to all requirements stated in the pay plan, aside from the application timelines.

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

PASSED: \_\_\_\_\_, 2018

ACCEPT\_\_\_ REJECT\_\_\_  
ABSTAIN \_\_\_

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

\_\_\_\_\_  
MAYOR



## FACT SHEET

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AGENDA ITEM NO: 10

DATE: 03/26/2018

ORDINANCE NO: 18-18

RESOLUTION NO:

READING: THIRD

PUBLIC HEARING: YES  
MARCH 12, 2018 at 7:20 P.M.

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: Ted Miller, Parks and Natural Resource Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE AMENDING SECTION 933.09 OF THE CODIFIED ORDINANCES OF THE CITY OF DELAWARE, OHIO REGARDING INTOXICATING BEVERAGES PROHIBITED, AND REPEALING EXISTING SECTION 933.09 IN ITS ENTIRETY, AND DECLARING AN EMERGENCY.

**BACKGROUND:**

The introduction of beer sales is aimed at increasing concession sales and providing the public a legal option for while playing golf. In 2017 a public working group was formed to complete a strategic plan for sustainability and one of the recommendations of this plan was to introduce beer sales. The plan was adopted by the Parks and Recreation board on February 21, 2017.

The draft included in this packet is identical to the one previously submitted in April of 2014 to Council and was tabled. If passed, staff would apply for a liquor permit to sell beer at the golf course. However, should Council give future direction to sell other types of alcohol, the language of the ordinance would be broad enough to permit it, assuming the proper permit was obtained. If Council would prefer to limit the language to beer only, the draft can be changed for a future reading.

**REASON WHY LEGISLATION IS NEEDED:**

To amend the current ordinance that prohibits alcohol sales and introduces beer sales for Hidden Valley Golf Course.

**COMMITTEE RECOMMENDATION:**

Reviewed by Parks and Recreation Board February 21, 2017 as part of the approval of the Hidden Valley Golf Course Strategic Plan for Sustainability, unanimously approved.

**FISCAL IMPACT(S):**

It is estimated that alcohol (beer) sales will conservatively increase revenues at HVGC by \$5,000-\$8,000. There will be some initial costs to implement the change (included in 2018 budget) and they are estimated as follows:

Wages	\$2,500	Seasonal ranger, salary supplemented by course credit
Ice Maker	\$1,650	
Beverage Refrigerator	\$2,000	
Liquor Permit/Processing fee	\$476	
City Insurance Annual increase	\$350	
Miscellaneous	\$800	coolers, signs, etc.
<b>Total Start up fees</b>	<b>\$7,776</b>	

**POLICY CHANGES:**

Clubhouse staff will require additional education in managing beer sales and additional signage will be necessary to deter patrons from bringing alcohol purchased off premises.

**PRESENTER(S):**

Jackie Walker, Assistant City Manager,  
Darren Shulman, City Attorney  
Ted Miller, Parks and Natural Resource Director

**RECOMMENDATION:**

Approval

**ATTACHMENT(S)**

Hidden Valley Golf Course Strategic Plan For Sustainability

ORDINANCE NO. 18-18

AN ORDINANCE AMENDING SECTION 933.01 OF THE CODIFIED ORDINANCES OF THE CITY OF DELAWARE, OHIO REGARDING INTOXICATING BEVERAGES PROHIBITED, AND REPEALING EXISTING SECTION 933.01 IN ITS ENTIRETY, AND DECLARING AN EMERGENCY.

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

SECTION 1. That Section 933.09 of Chapter 933 of the Codified Ordinances of the City of Delaware is hereby amended and replaced in its entirety by the following new section:

**933.09 ~~PARK HOURS AND CONDITIONS OF USE.~~INTOXICATING BEVERAGES PROHIBITED, EXCEPTION FOR ALCOHOL SOLD BY CITY AT HIDDEN VALLEY GOLF COURSE**

**(A) THE CITY MAY SELL ALCOHOL AT THE HIDDEN VALLEY GOLF COURSE IF IT OBTAINS THE REQUIRED PERMITS AND INSURANCE.**

**(B)** No person shall transport, distribute, possess, or consume intoxicating beverages in any City park, except that the consumption of beer may be allowed ~~for a specific group function~~ at Hidden Valley Golf Course **IF PURCHASED ONSITE FROM THE CITY.** ~~by permit issues for that function~~ **THE CITY MAY OFFER ALCOHOL AT SPECIAL EVENTS AT THE HIDDEN VALLEY GOLF COURSE, INCLUDING EVENTS HELD OUTSIDE OF REGULAR PARK HOURS, IF APPROVED** by the City Manager under the following conditions:

- ~~(a)~~1 The function shall be restricted to a very specific facility or area.
- ~~(b)~~2 The function shall not coincide with youth activity in an adjacent area.
- ~~(c)~~3 The function shall not interfere with or disrupt normal use of adjacent park facilities.
- ~~(d)~~4 The group applying for a permit shall have maintained a high standard of conduct for such functions.
- ~~(e)~~5 The group has ~~liquor liability insurance~~ and property and general liability insurance in the amount of \$1,000,000, **UNLESS THE CITY MANAGER APPROVES OF A LOWER AMOUNT.**

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those

formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

SECTION 3. That existing Section 933.09 of the Codified Ordinances of the City of Delaware is hereby repealed in its entirety.

SECTION 4. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health, and welfare of the City by allowing the City to begin beer sales at the start of the golf season, and as such will be in full force and effect immediately upon its passage.

EMERGENCY CLAUSE:

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

PASSED: \_\_\_\_\_, 2018

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

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

\_\_\_\_\_  
MAYOR

## HIDDEN VALLEY GOLF COURSE STRATEGIC PLAN FOR SUSTAINABILITY

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**HVGC Working Group:**

Josh Bricker	Parks and Recreation Board
Brian Canavan	Citizen
Scott Fanok	Citizen
Lucas Ratliff	Citizen
Ed Schlote	Citizen
Cindy Sheets	Citizen
Scott Zagorski	Citizen

**Parks and Natural Resource Department:**

Khris Kohler	Golf Course Superintendent
Linda Mathews	City Staff Liaison
Ted Miller	Parks & Natural Resource Director

## The Challenge

The Hidden Valley Golf Course has been operating at a revenue loss for the past several years. With the current financial trend the golf course will not be able to sustain itself and will deplete the fund balance within 3-4 years. The golf course has always been marketed as a public facility that serves the community with a challenging par 3 course with affordable fees.

The four challenges intended to be addressed through this strategic planning effort are:

1. Seeking operating efficiencies to reduce operating expenditures, where possible; while maintaining current course standards.
2. Encouraging increased golf play, thereby increasing revenue.
3. Establishing an ongoing strategy for funding necessary capital repair and repair projects.
4. Increasing revenue per round to address increasing operating costs due to inflation while providing a cost value to our citizens.

## Background

The Hidden Valley Golf Course is operated by the Parks and Natural Resource Department as an enterprise fund revenues generated from fees support operations and capital repair and replacement projects. The course is a 1,647 yard, par 28, 9 hole course that opened in 1968. The City began operating the course in 1975.

The golf course revenue began declining in 2004 and typically loses about \$15,000 a year which has been covered by the fund balance. The City has initiated several steps including cutting operating costs, clubhouse remodeling (2016) and personnel changes. At the end of 2016, it was decided to form a working group comprised of local citizens and city staff with an interest in improving the golf course to increase revenue. Two categories were identified where improvement could be done that would be beneficial to revenues Marketing and Operations.

## Marketing

**Goal 1. Adding a golf specific social media component to market and inform the public- utilizing the city Facebook page and establishing a Twitter account to distribute or gather information.**

Objective 1: Inform the public about weather/maintenance/special event related closings or limited hours (voicemail will still be utilized on land line) .

Objective 2: Advertising course specials or special events

Action Items:

- Social media accounts will be used to advertise.

Objective 3: Gather public feedback on improvements

Action Items:

- Golf Course Superintendent will notify Community Affairs Office of any updates.
- Plan special events and advertise on social media.

**Goal 2. Promote outings, leagues and tournaments to engage the community.**

Objective 1: Reorganize the Little Brown Jug tournament to restore as a valued community event.

Action Items:

- City Staff/Working Group to begin search for new event organizer and supporter.
- If event is continued:
  - establish date that would allow for maximum participants (prior to school golf season).
  - involve local schools in promoting.

Objective 2: Advertise to local businesses in an effort to promote league play.

Action Items:

- offer special discounts to businesses that would align with wellness and employee benefit packages.

Objective 3: Introduce trending golf games that attract family oriented events.

Action Items:

- Facilitate golf activities such as “Games on the Range” where range ball targets are added to the driving range such as Golf-Tic Tac Toe, 21, Climb the Ladder, and H.O.R.S.E. or create your own point scoring game with the targets. Promote food (possibly catered) and beverage menu.
- Introduce Big Hole Golf where the cup increases from 4.25” to 8”. This would allow for faster play and open up the game to a wider audience.

**Goal 3. Engage the community.**

Objective 1: Market to millennial generation.

Action Items:

- Millennial generation values time so promote opportunities at HVGC to complete a round of golf in 1 and ½ hours or less.
- Promote a family night golf, where kids are welcome to complete rounds with parents.
- Promotions should focus on evenings and weekends.
- Promotions through Facebook (City’s page), Instagram, Twitter and YMCA.

Objective 2: Market to senior generation.

Action Items:

- Offer discounts for non-peak times to try and fill playing voids.
- Promote access to the course working with adjacent senior communities.

Objective 3: Integrate the course into the fabric of the surrounding communities

Action Items:

- Open the course to additional recreational activities such as a multi-use trail that aligns with Delaware Run allowing the non-golfing public to experience and appreciate the beauty of the course.

Objective 4: Expand the marketing database.

Action Items:

- Install a point of sale system that tracks all the golfers that use the course so that events and specials can be communicated. Improve database for accurate tracking of clientele to identify and categorize.
- Train staff to properly use bar code system to increase accuracy of sales system.
- Reach out to different clientele and open new markets such as students from the high schools, middle schools and Ohio Wesleyan University
- Gauge interest in The First Tee program and evaluate.
- Promote a “Factory” League that targets the 1<sup>st</sup> shift workforce, league play would start at 3:30 would fill the typically slow periods.

Objective 5: User Surveys.

Action Items:

- Utilize Twitter to gather public feedback on how to improve the course.
- Accept suggestions through clubhouse staff.
- Monitor social media to gain feedback on new or existing events.
- Update website to allow comments.

## Operations

### Goal 1. Review revenue sources and look for opportunities to increase revenues.

Objective 1: Review course rates and suggest increases/decreases.

Action Items

- Strive to stay 10% under the regional average.
- Adjust the course rates (recommended by Parks & Recreation Board-1.17.17).

Objective 2: Introduce alcohol sales.

Action Items:

- Alcohol introduction schedule:
  - Will require a 10-12 weeks for permit processing.
  - Initial investment of \$3,500-\$4,500 for ice maker, refrigerator and coolers.
  - Ideally a decision by beginning of March would allow lead time for sales in May.
- First year will require pay down of startup costs.
- Regularly train staff that serve alcohol on protocols to minimize problems.
- On site consumption only

Objective 3: City staff to review golf course staffing options to maximize efficiency.

Action Items:

- Golf Course Superintendent may need to dedicate time in clubhouse.
- Utilize seasonal staff when possible, to reduce operational fees.

- Introduce volunteer staff to capture lost sales and move play along during busy periods

Objective 4: Review sponsorships to cover costs of materials and increase revenues.

Action Items:

- Look into sponsors on scorecards.
- Look into hole sponsors.

**Goal 2. Identify a Capital Improvement Plan funding repair and replacement of facility infrastructure.**

Objective 1: Develop a Capital Improvement Plan that analyzes the infrastructure and associated life cycle costs.

Action Items:

- Provide cost estimates and estimated life cycle for capital improvements, examples of repair and replacement projects include:
  - Ongoing cart path repair and replacement costs.
  - Irrigation system- replace faulty heads.
  - Stream bank restoration.
  - Equipment replacement.

**Implementation Plan**

**FY 2017**

- Parks and Natural Resource Staff to establish Instagram and Twitter accounts. Account will be managed by staff and inform public about HVGC and Parks and Natural Resource Department. Accounts to be linked to City’s Twitter and Facebook account so updates can be relayed.
 

	No Cost	
--	---------	--
- Implement Alcohol Sales.
 

Permit	-\$376.00	
Ice Maker	-\$1,650.00	
Beverage Refrigerator	-\$2,000.00	
Estimated Revenue	\$10,000.00	(estimate based on \$300 revenue per week and research from other courses)
Estimated Increase	<b>\$6,000.00</b>	(note first year profits will be offset by initial equipment purchases)
- Annual golf course fee review (completed).
 

Regular Rounds	\$2,500.00	(\$0.50 increase)
Student	-\$750.00	(\$1.00 decrease)
Estimated increase	<b>\$1,750.00</b>	
- Review staffing needs and determine if there are any areas where staffing can be more efficient.
 

Volunteer staff	No Cost	(allow golfing privileges based on volunteer hours-course rangers)
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- Promote a “Games on the Range” event in early June. Based on popularity, determine if a series events should be promoted in July/August.
 

Estimated Increase	<b>\$1,500.00</b>	
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## FACT SHEET

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AGENDA ITEM NO: 11

DATE: 03/26/2018

ORDINANCE NO: 18-21

RESOLUTION NO:

READING: SECOND

PUBLIC HEARING: YES  
March 26, 2018 @ 7:30 P.M.

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TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

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**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE FOR MEDROCK LLC APPROVING A ZONING TEXT AMENDMENT TO THE EXISTING WILLOWBROOK FARM TRACT PUD OVERLAY ZONING TEXT (PLANNED UNIT DEVELOPMENT) TO ALLOW A MODIFICATION TO THE MAXIMUM DWELLING UNITS AND DENSITY TO MULTI-FAMILY AREAS 3 AND 4 TO ALLOW ADDITIONAL DWELLING UNITS IN AREA 3 AND REMOVING UNITS IN AREA 4 THEREBY DECREASING THE OVERALL UNITS CURRENTLY ALLOWED IN TOTAL LOCATED ON THE EAST SIDE OF HOUK ROAD ON APPROXIMATELY 36 ACRES ON PROPERTY ZONED R-6 MULTI-FAMILY WITH A PUD OVERLAY.

**BACKGROUND:**

As a result of the Planning Commission vote to recommend denial, the Charter (Section 104) requires that five affirmative votes of City Council are required to overturn the Planning Commission's recommendation.

See attached staff report.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Chapter 1130 Amendments of the Codified Ordinances.

**COMMITTEE RECOMMENDATION:**

Planning Commission did not recommend approval by a vote of 0-7 on March 7, 2018, thereby technically recommending denial.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 18-21

AN ORDINANCE FOR MEDROCK LLC APPROVING A ZONING TEXT AMENDMENT TO THE EXISTING WILLOWBROOK FARM TRACT PUD OVERLAY ZONING TEXT (PLANNED UNIT DEVELOPMENT) TO ALLOW A MODIFICATION TO THE MAXIMUM DWELLING UNITS AND DENSITY TO MULTI-FAMILY AREAS 3 AND 4 TO ALLOW ADDITIONAL DWELLING UNITS IN AREA 3 AND REMOVING UNITS IN AREA 4 THEREBY DECREASING THE OVERALL UNITS CURRENTLY ALLOWED IN TOTAL LOCATED ON THE EAST SIDE OF HOUK ROAD ON APPROXIMATELY 36 ACRES ON PROPERTY ZONED R-6 MULTI-FAMILY WITH A PUD OVERLAY.

WHEREAS, the Planning Commission at its meeting on March 7, 2018 failed to recommend approval of a Zoning Text Amendment to the existing Willowbrook Farm Tract PUD Overlay Zoning Text (Planned Unit Development) to allow a modification to the maximum dwelling units and density to multi-family Areas 3 and 4 to allow additional dwelling units in Area 3 and removing units in Area 4 thereby decreasing the overall units currently allowed in total located on the east side of Houk Road on approximately 36 acres on property zoned R-6 multi-family with a PUD overlay (PC Case 2018-0026).

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

SECTION 1. That the Council of the City of Delaware overturns the recommendation of denial by the Planning Commission and that the Zoning Text Amendment to the existing Willowbrook Farm Tract PUD Overlay Zoning Text (Planned Unit Development) to allow a modification to the maximum dwelling units and density to multi-family Areas 3 and 4 to allow additional dwelling units in Area 3 and removing units in Area 4 thereby decreasing the overall units currently allowed in total located on the east side of Houk Road on approximately 36 acres on property zoned R-6 multi-family with a PUD overlay, is hereby confirmed, approved, and accepted with the following conditions that:

1. The maximum amount of multi-family dwelling units permitted in Area 3 shall not exceed 180 dwelling units.
2. The maximum amount of multi-family dwelling units permitted in Area 4 shall not exceed 100 dwelling units.
3. The remainder of the requirements of Ordinances 99-74 and 99-76 shall remain in full effect.

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: \_\_\_\_\_, 2018

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

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

\_\_\_\_\_  
MAYOR

CASE NUMBER: 2018-0026-0027

REQUEST: Multiple Requests

PROJECT: Willowbrook Apartments

MEETING DATE: March 7, 2018

**APPLICANT/OWNER**

Medrock  
3895 Stoneridge Lane  
Dublin, Ohio 43017

**REQUEST**

2018-0026: A request by Medrock, LLC for approval of a Zoning Text Amendment to the existing Willowbrook Farm Tract PUD Overlay Zoning Text (Planned Unit Development) to allow a modification to the maximum dwelling units and density to Multi-Family Areas 3 and 4 to allow additional dwelling units in Area 3 and removing units in Area 4 thereby decreasing the overall units currently allowed in total located on the east side of Houk Road on approximately 36 acres on property zoned R-6 Multi-Family Residential District with a PUD (Planned Unit Development) Overlay.

2018-0027: A request by Medrock, LLC for approval of a Combined Preliminary and Final Development Plan to Multi-Family Area 3 of the existing Willowbrook Farm Tract for a 180 unit apartment complex on approximately 15.506 acres located on the northeast corner of Houk Road and DiGenova Way on property zoned R-6 PUD (Multi-Family Residential District with a Planned Unit Development Overlay).

**PROPERTY LOCATION & DESCRIPTION**

The proposed multi-family site encompasses 15.506 acres for the Combined Preliminary and Final Development Plan while the subarea zoning text amendments encompasses approximately 36 acres. Both sites are zoned R-6 PUD (Multi-Family Residential District with Planned Unit Development District) and the multi-family site is located on the northeast corner of Houk Road and DiGenova Way just north of the YMCA. The properties to the north are zoned R-3 PUD, the properties to the east and south are zoned R-3 PMU (One-Family Residential with a Planned Mixed Use Overlay District) and the properties to the west are zoned R-3 PRD (One-Family Residential with a Planned Residential Development District).

**March 7, 2018 UPDATE**

Since the February meeting of the Planning Commission there have been several items discussed.

First, the Commission requested resolution on the Boulder Dr. connection. That has resulted in the following direction from the City Manager: *At the February 7, 2018 planning commission meeting, there was discussion about the Boulder Drive extension, not only as part of this application, but also as part of the future development of Adalee Park. I recommend that a required condition of the currently under review Willowbrook Apartment applications should be to have the Applicant construct the piece of Boulder Dr. from Houk Rd. east to the existing short Boulder Dr. piece that was constructed at the end of Harmony Dr. by the Applicant with the initial phases of the Adalee Park Subdivision. This construction should take place concurrent with any site development should the Willowbrook Apartment applications be approved and the project advance to construction. The next phase of Boulder Drive to the east of this point would then be considered as part of the appropriate future phase of the Adalee Park development. However, should the Willowbrook Apartments in question not advance to approval and construction then the entire length of Boulder Dr. beginning at Houk Rd. and continuing eastward might need to be constructed with the appropriate future phase of Adalee Park to provide access for that development to Houk Road to be determined if and when that future case(s) may come forward.*

Thus, the original condition from the February Staff report in this regard has been amended to account for this as written below.

There has been continuing plan review advancement by the Applicant over the last month as well. The Applicant has indicated recently several items as noted below in this regard.

1. The Applicant has expressed a desire to have considered a wood fence dumpster enclosure per the attached revised plans. Originally, condition # 4 in the February 7, 2018 Staff report noted the enclosures should be built using brick or stone with wood doors painted to match. Given that the enclosures will generally not be visible from a public way but rather only on this private site and given that the proposed

enclosures utilize materials elsewhere proposed to be used on the site and given that the enclosures are full enclosures that include doors, Staff can concur with these proposed materials and general design and amends its original recommendation in this regard to match the revised submission herein with the caveat that the wood enclosures and doors are painted or stained to compliment the adjacent buildings.

2. Condition # 8 in the February Staff report related to a potential tree planting and/or payment based upon the deficiency noted in the initial submittal. Since that time, the City Arborist has worked with the arborist for the applicant to determine a more accurate tree count including species identification. As a result, the City Arborist has determined that the trees being removed which resulted in the replanting/fee requirement originally are all actually Cottonwood trees. By City Code (907.07) and past practice, Cottonwood trees are prohibited from being planted in the City and are not counted toward replacement requirements as a result. If they are part of a larger permanent tree preservation area where they will not interfere with water or sewer lines they have been allowed to remain. This is not the case with this proposal and, thus, all required replanting has been accounted for on the site per the amended plans.
3. Condition #12 of the original February Staff report concerned refuse service. The Applicant had previously been made aware of this by the Public Works director. In the intervening month, the Applicant has indicated their desire that all of the residents use private pick up provided by the owner. The City Administration continues, however, to recommend per City Code the original condition as written in the February Staff report. Thus, no change is recommended herein by Staff in that regard although the Condition is now #11 in this report.

As a result of these updates the following are the recommended Conditions by Staff for this March hearing.

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**STAFF RECOMMENDATION (2018-0026 – ZOING TEXT AMENDMENT)**

Staff recommends approval of a request by Medrock, LLC of a Zoning Text Amendment to the existing Willowbrook Farm Tract PUD Overlay Zoning Text (Planned Unit Development) to allow a modification to the maximum dwelling units and density to Multi-Family Areas 3 and 4 to allow additional dwelling units in Area 3 and removing units in Area 4 thereby decreasing the overall units currently allowed in total located on the east side of Houk Road on approximately 36 acres on property zoned R-6 Multi-Family Residential District with a PUD (Planned Unit Development) Overlay, with the follow conditions that:

1. The maximum amount of multi-family dwelling units permitted in Area 3 shall not exceed 180 dwelling units.
2. The maximum amount of multi-family dwelling units permitted in Area 4 shall not exceed 100 dwelling units.
3. The remainder of the requirements of Ordinances 99-74 and 99-76 shall remain in full effect.

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**STAFF RECOMMENDATION (2018-0027 – COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN)**

Staff recommends approval of a request by Medrock, LLC for approval of a Combined Preliminary and Final Development Plan to Multi-Family Area 3 of the existing Willowbrook Farm Tract for a 180 unit apartment complex on approximately 15.506 acres located on the northeast corner of Houk Road and DiGenova Way on property zoned R-6 PUD (Multi-Family Residential District with a Planned Unit Development Overlay), with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The Applicant shall construct the piece of Boulder Dr. from Houk Rd. east to the existing short Boulder Dr. piece that was constructed at the end of Harmony Dr. by the Applicant with the initial phases of the Adalee Park Subdivision. This construction should take place concurrent with any site

development should the Willowbrook Apartment applications be approved and the project advance to construction. The next phase of Boulder Drive to the east of this point would then be considered as part of the appropriate future phase of the Adalee Park development. However, should the Willowbrook Apartments in question not advance to approval and construction then the entire length of Boulder Dr. beginning at Houk Rd. and continuing eastward might need to be constructed with the appropriate future phase of Adalee Park to provide access for that development to Houk Road to be determined if and when that future case(s) may come forward.

3. The proposed apartment buildings shall achieve compliance with the design standards of the approved development text and the submitted Final Development Plan. Any limestone on the buildings shall be constructed of Delaware blue vein limestone or equivalent as approved by staff.
4. The dumpster enclosures shall be constructed as proposed on the Sheet entitled "Trash Enclosure Plan" as submitted by the Applicant on 3/2/18. The wood enclosures and doors shall be painted or stained in a neutral color to compliment the adjacent buildings.
5. A proposed mound at the same height and undulation with the same tree mix of deciduous and evergreen trees and shall be installed along Houk Road to be consistent with the existing mounding north of this site to achieve compliance with the approved mounding and landscape plan of the entire Houk Road corridor of the Willowbrook Farms development and to ensure adequate site distance is achieved.
6. A 2 to 3 foot high undulating mound shall be installed along DiGenova Way to supplement the proposed street and front yard trees on the landscape plan.
7. A continuous minimum 5 to 6 foot high mound with minimum 6 foot high evergreen trees, planted in a staggered row configuration, at installation shall be installed along the northern property line to provide a continuous screen to adjacent to single family subdivision (Adalee Park) All landscape plans shall be reviewed and approved by the Shade Tree Commission.
8. Any ground signage shall achieve compliance with the minimum zoning code requirements and adopted Gateways and Corridor Plan.
9. The private street names shall be submitted and approved by the City and other appropriate agencies.
10. The entire development shall achieve compliance with the Fire Department and Public Works development final requirements after the final review is complete.
11. The entire development shall subscribe to City refuse collection and achieve compliance with all Public Works requirements.

**COMMISSION NOTES:**

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**Revised Submitted Plans – March 2, 2018**



**KONTOGIANNIS & ASSOCIATES**  
ARCHITECTURE  
PLANNING  
DESIGN

400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5492  
PHONE: 614-244-2003  
FAX: 614-244-7030  
EMAIL: info@kontogiannis.com

PROJECT:  
**WILLOWBROOK APARTMENTS**

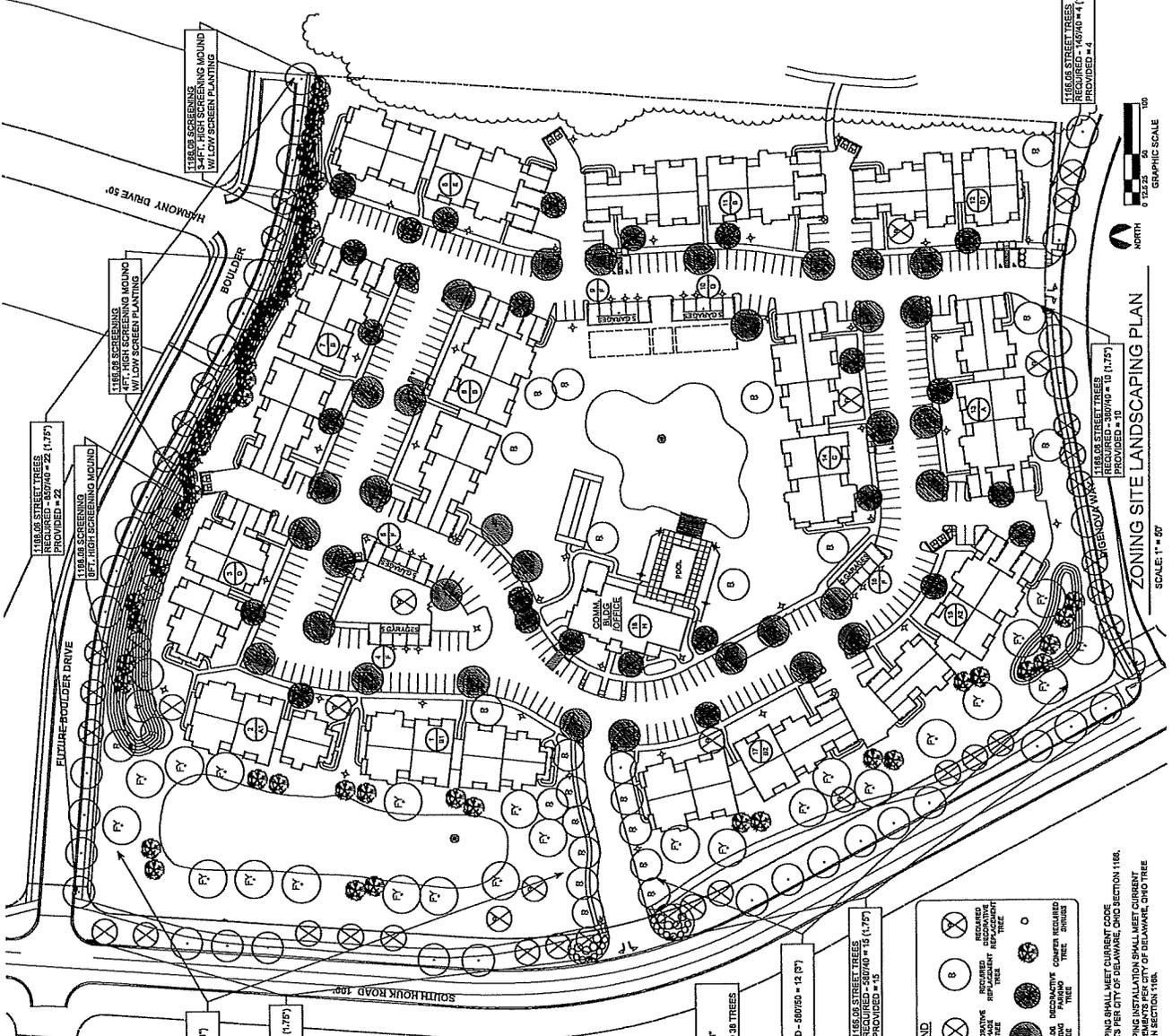
DELAWARE, OHIO  
DRAWING TITLE:  
**ZONING SITE LANDSCAPING PLAN**

DATE:  
REVISED:  $\Delta$  02/26/2018

CHECKED BY: [Signature]  
DATE: 01/09/2018  
DESIGNED BY: [Signature]  
DATE: 11/09/2017

ZONING SET 01/09/2018  
 BID SET  
 PERMIT SET  
 CONSTRUCTION SET

**ZSL-1**



ZONING SITE LANDSCAPING PLAN  
SCALE: 1" = 40'

1186.05 TREE REPLACEMENT  
EXISTING TREES TO BE REMOVED = 113"  
REPLACEMENT TREES PROVIDED = 38 TREES

1186.07 FRONT YARD  
SHADE TREES REQUIRED = 580/50 = 12 (P)  
PROVIDED = 12

1186.09 STREET TREES  
REQUIRED = 580/40 = 15 (1,7,9)  
PROVIDED = 15

1186.08 SCREENING  
4 FT. HIGH SCREENING MOUND  
W/ LOW SCREEN PLANTING  
PROVIDED = 22

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4 FT. HIGH SCREENING MOUND  
W/ LOW SCREEN PLANTING  
PROVIDED = 22

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4 FT. HIGH SCREENING MOUND  
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4 FT. HIGH SCREENING MOUND  
W/ LOW SCREEN PLANTING  
PROVIDED = 22

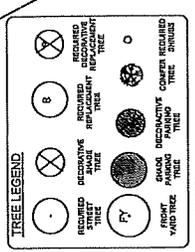
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4 FT. HIGH SCREENING MOUND  
W/ LOW SCREEN PLANTING  
PROVIDED = 22

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4 FT. HIGH SCREENING MOUND  
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PROVIDED = 22

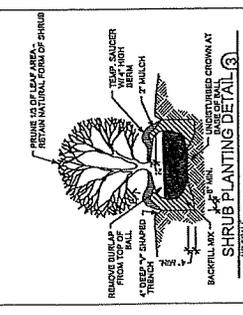
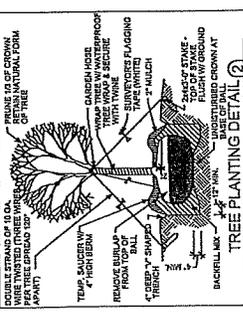
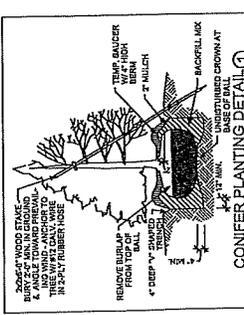
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1186.08 SCREENING  
4 FT. HIGH SCREENING MOUND  
W/ LOW SCREEN PLANTING  
PROVIDED = 22



- GENERAL NOTES:
- ALL LANDSCAPING SHALL MEET CURRENT CODE REQUIREMENTS PER CITY OF DELAWARE, OHIO SECTION 1186.
  - ALL LANDSCAPING INSTALLATION SHALL MEET CURRENT CITY OF DELAWARE, OHIO TREE PRESERVATION SECTION 1186.



PLANT	SYMBOL	QUANTITY	SIZE	DATE
1186.05 TREE REPLACEMENT		38		
1186.07 FRONT YARD		12		
1186.09 STREET TREES		15		
1186.08 SCREENING		22		



**KONTOGIANNIS  
& ASSOCIATES**

**ARCHITECTURE  
PLANNING  
DESIGN**

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43215-5492

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FAX: 614-224-3184  
WWW.KONTOGIANNIS.COM

PROJECT:

**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO

DRAWING TITLE:  
**TYPICAL BUILDING  
LANDSCAPING  
PLAN**

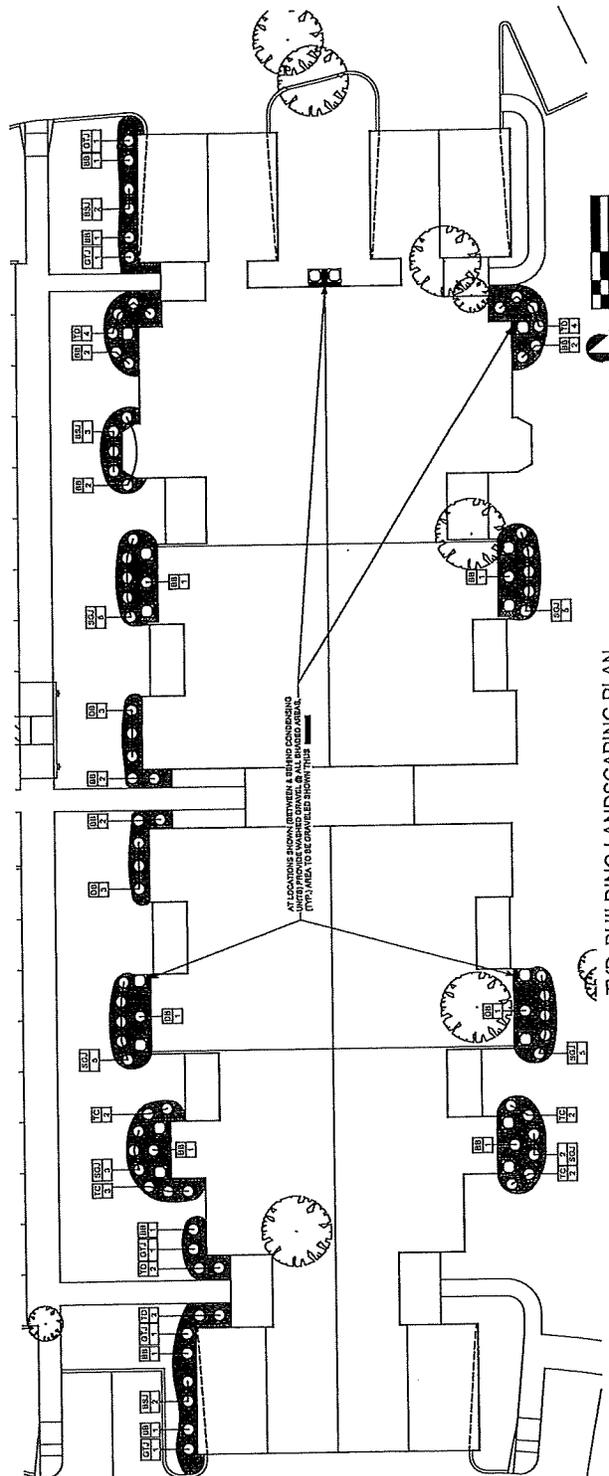
DATE:  
REVISION:

DESIGNED BY: GEORGE J. KONTOGIANNIS  
CHECKED BY: GEORGE J. KONTOGIANNIS  
DATE: 01/27/2018

- ZONING SET 01/07/2018
- PD SET 01/07/2018
- UTILITY SET 01/07/2018
- CONSTRUCTION SET 01/07/2018

**ZSL-2**

PLANT LIST	COMMON NAME	SCIENTIFIC NAME	SIZE	QTY.
01	ACTINOPHYLLIS	ACTINOPHYLLIS	12"	1
02	ADONIS	ADONIS	12"	1
03	ADONIS	ADONIS	12"	1
04	ADONIS	ADONIS	12"	1
05	ADONIS	ADONIS	12"	1
06	ADONIS	ADONIS	12"	1
07	ADONIS	ADONIS	12"	1
08	ADONIS	ADONIS	12"	1
09	ADONIS	ADONIS	12"	1
10	ADONIS	ADONIS	12"	1
11	ADONIS	ADONIS	12"	1
12	ADONIS	ADONIS	12"	1
13	ADONIS	ADONIS	12"	1
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98	ADONIS	ADONIS	12"	1
99	ADONIS	ADONIS	12"	1
100	ADONIS	ADONIS	12"	1



**TYP. BUILDING LANDSCAPING PLAN**  
SCALE: 1" = 10'



**KONTOGIANNIS  
& ASSOCIATES**  
ARCHITECTURE  
PLANNING  
DESIGN

400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE: 614-276-0383  
FAX: 614-276-0384  
WWW.KONTOGIANNIS.COM

PROJECT:

WILLOWBROOK  
APARTMENTS

DELAWARE, OHIO

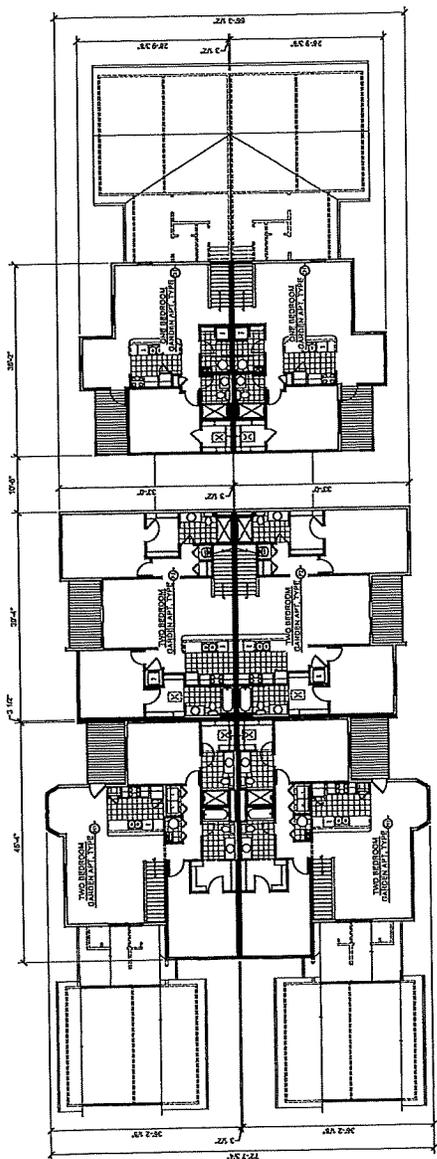
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BUILDING PLANS  
BUILDING

DATE:  
REVISED:

DESIGNED BY: KONTOGIANNIS & ASSOCIATES  
DRAWN BY: KONTOGIANNIS & ASSOCIATES  
CHECKED BY: KONTOGIANNIS & ASSOCIATES

- SCHEMATIC SET
- PERMIT SET
- CONSTRUCTION SET

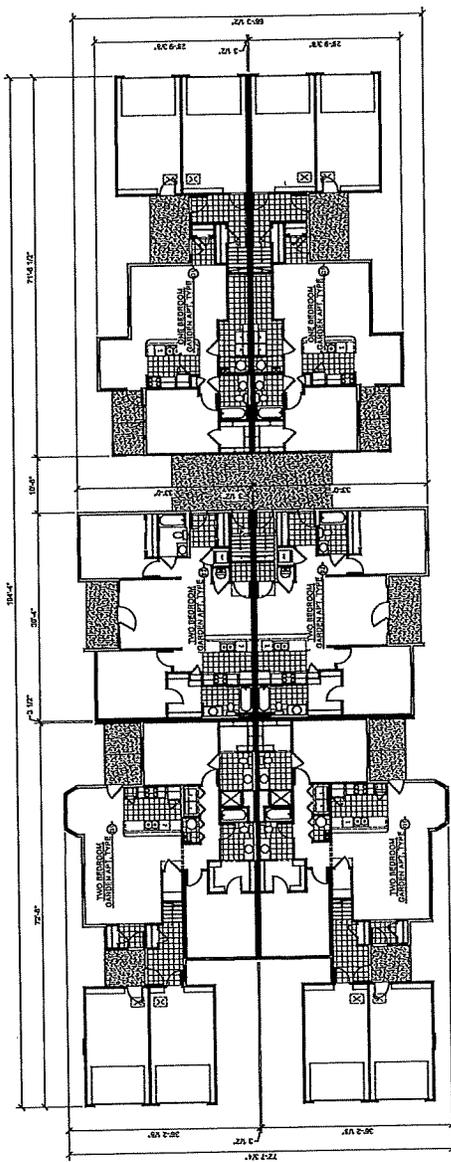
A1-1



SECOND FLOOR PLAN - BUILDING 131A

TOTAL GROSS AREA OF 2ND FLOOR = 6,568 SQ.FT.

SCALE: 3/32" = 1'-0"



FIRST FLOOR PLAN - BUILDING 131A

TOTAL GROSS AREA OF 1ST FLOOR = 9,277 SQ.FT.

SCALE: 3/32" = 1'-0"



TOTAL GROSS AREA FOR BUILDING 131A = 15,845 SQ.FT.





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& ASSOCIATES**  
ARCHITECTURE  
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SUITE 400  
COLUMBUS, OHIO  
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PHONE: 614-224-2084  
FAX: 614-224-2084  
EMAIL: arch@kai.com

PROJECT:

WILLOWBROOK  
APARTMENTS

DELAWARE, OHIO

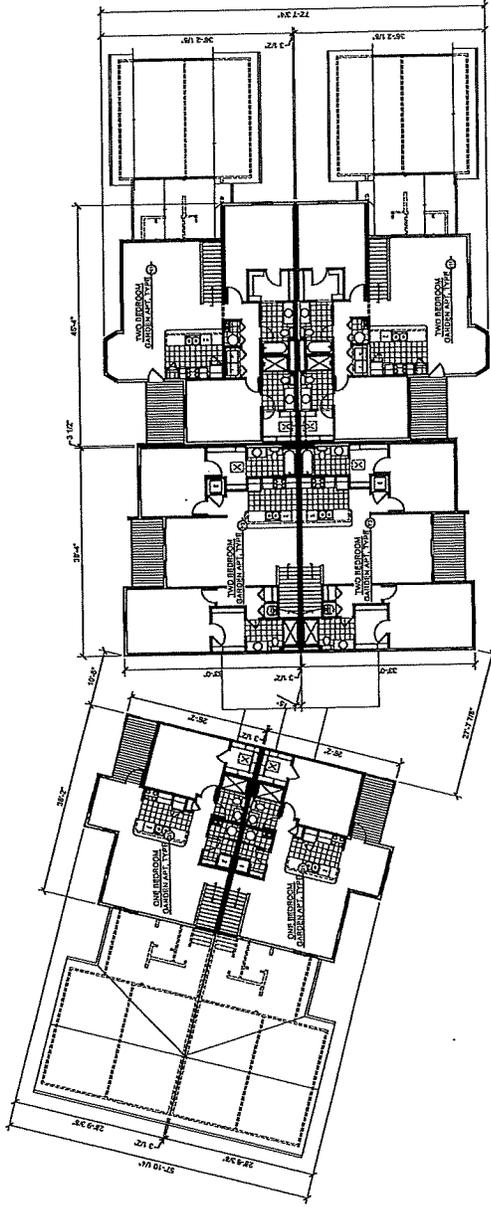
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BUILDING PLANS  
BUILDING

DATE:  
REVISED:

DESIGNED BY: KONTIGIANNIS & ASSOCIATES  
DRAWN BY: KONTIGIANNIS & ASSOCIATES  
CHECKED BY: KONTIGIANNIS & ASSOCIATES  
DATE: 01/15/2019

- ZONING SET
- PERMIT SET
- CONSTRUCTION SET

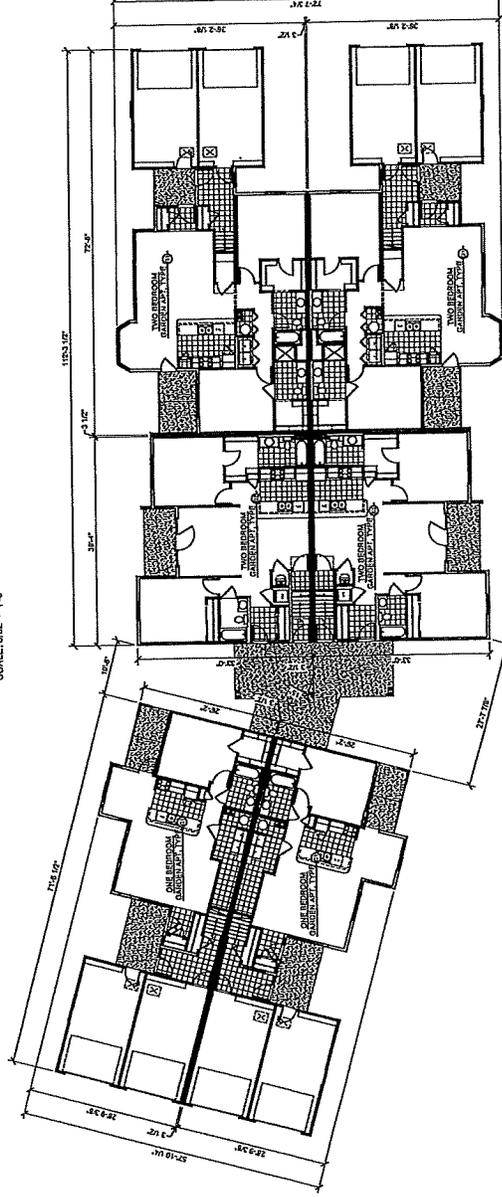
A1-3



SECOND FLOOR PLAN - BUILDING 2

SCALE: 3/32\"/>

TOTAL GROSS AREA OF 2ND FLOOR = 6,800 SQ.FT.



FIRST FLOOR PLAN - BUILDING 2

SCALE: 3/32\"/>

TOTAL GROSS AREA OF 1ST FLOOR = 9,377 SQ.FT.

TOTAL GROSS AREA FOR  
BUILDING 15A2 = 15,977 SQ.FT.



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PHONE: 614-224-2083  
FAX: 614-224-2083  
E-MAIL: ARCH@KONTOGIANNIS.COM

PROJECT:

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APARTMENTS

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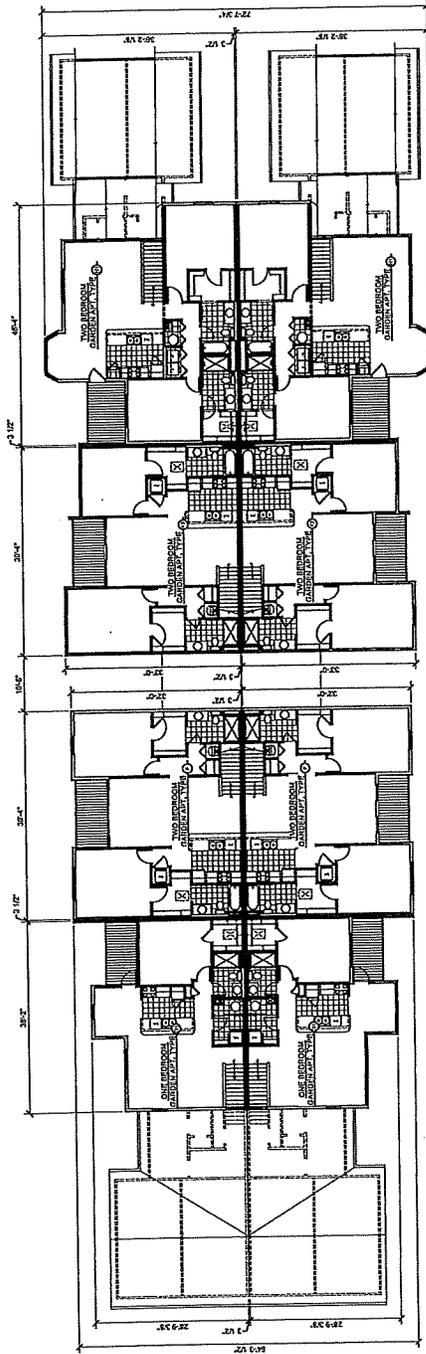
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BUILDING PLANS  
BUILDING

DATE:  
REVISED:

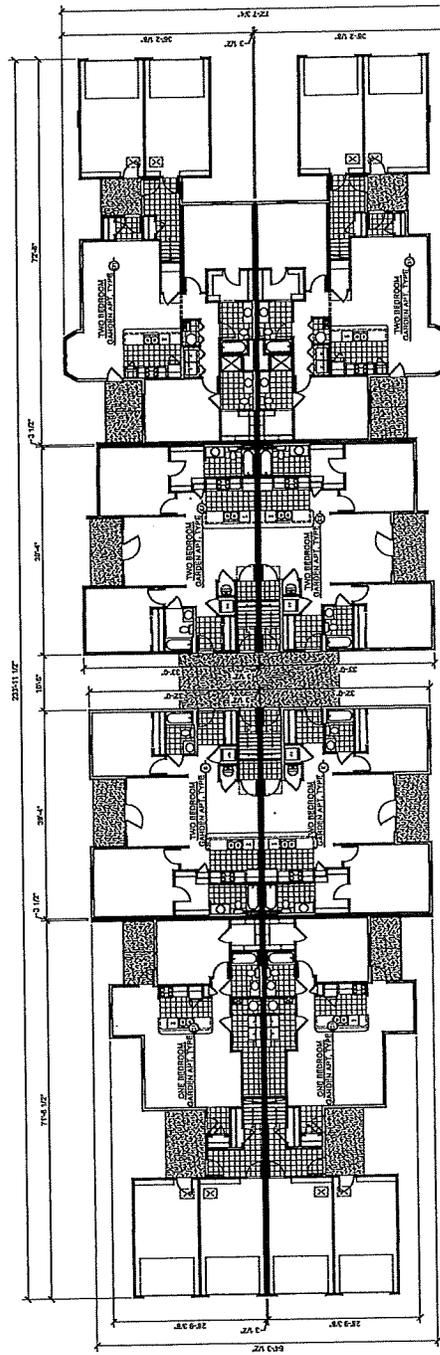
DESIGNED BY: KONTOGIANNIS & ASSOCIATES  
DRAWN BY: KONTOGIANNIS & ASSOCIATES  
CHECKED BY: KONTOGIANNIS & ASSOCIATES  
DATE: 11/11/2011

- ZONING SET
- BID SET
- PERMITS SET
- CONSTRUCTION SET

A1-4



**SECOND FLOOR PLAN - BUILDING** **BUILDINGS** **SIMILAR**  
TOTAL GROSS AREA OF 2ND FLOOR = 8,998 SQ.FT.  
SCALE: 3/32" = 1'-0"



**FIRST FLOOR PLAN - BUILDING** **BUILDINGS** **SIMILAR**  
TOTAL GROSS AREA OF 1ST FLOOR = 11,785 SQ.FT.  
SCALE: 3/32" = 1'-0"

TOTAL GROSS AREA FOR BUILDING 608 = 20,783 SQ.FT.



NORTH





**KONTOGIANNIS  
& ASSOCIATES**

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SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE: 614-224-2002  
FAX: 614-224-2003  
EMAIL: info@kontogiannis.com

PROJECT:

**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO

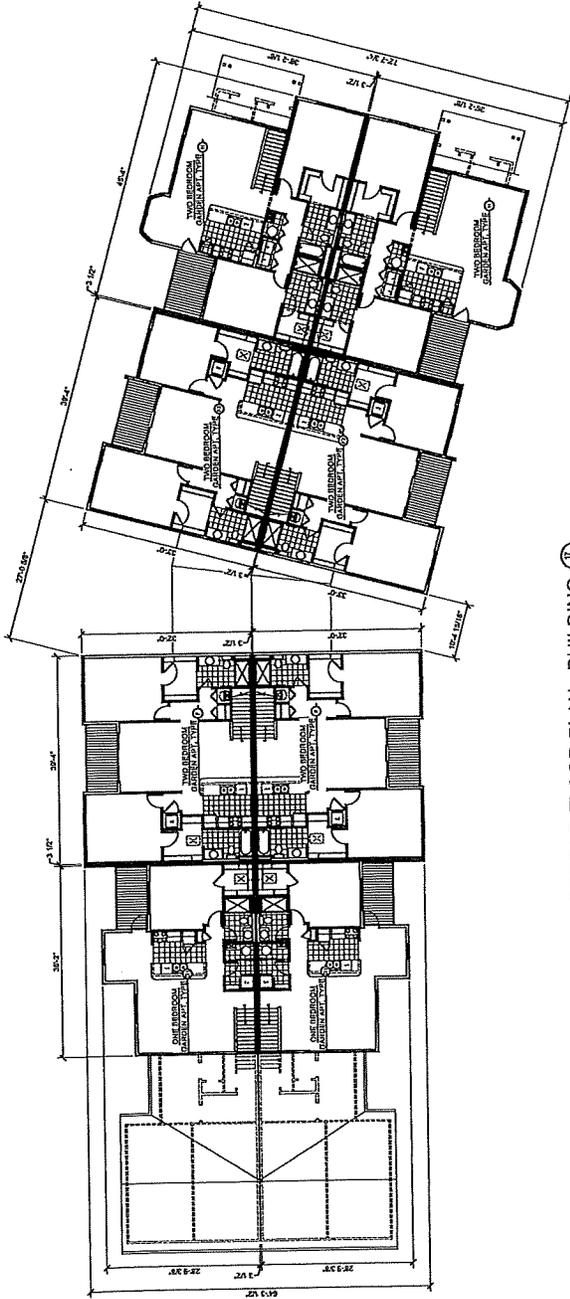
DRAWING TITLE:  
**BUILDING PLANS  
BUILDING 10**

DATE:  
REVISED:

DESIGN: KONTOGIANNIS, SPENCE &  
EXPANDED PARTNERSHIP  
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- ZONING SET 01/02/2015
- BID SET
- PERMIT SET
- CONSTRUCTION SET

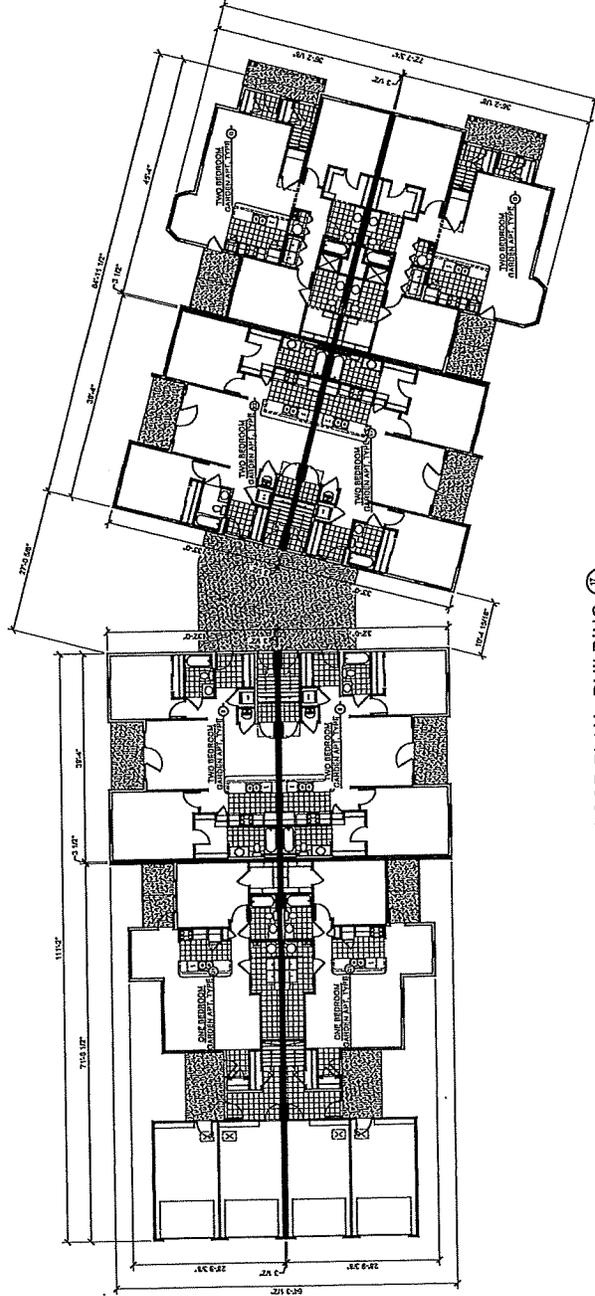
**A1-6**



**SECOND FLOOR PLAN - BUILDING 10**

TOTAL GROSS AREA OF 2ND FLOOR = 8,988 SQ.FT.

SCALE: 3/32" = 1'-0"



**FIRST FLOOR PLAN - BUILDING 10**

TOTAL GROSS AREA OF 1ST FLOOR = 10,538 SQ.FT.

SCALE: 3/32" = 1'-0"

TOTAL GROSS AREA FOR BUILDING 10 = 19,526 SQ.FT.





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43215-5492

PHONE 614-224-2833  
FAX 614-224-2833  
E-MAIL: info@kontogiannis.com

PROJECT:

WILLOWBROOK  
APARTMENTS

DELAWARE, OHIO

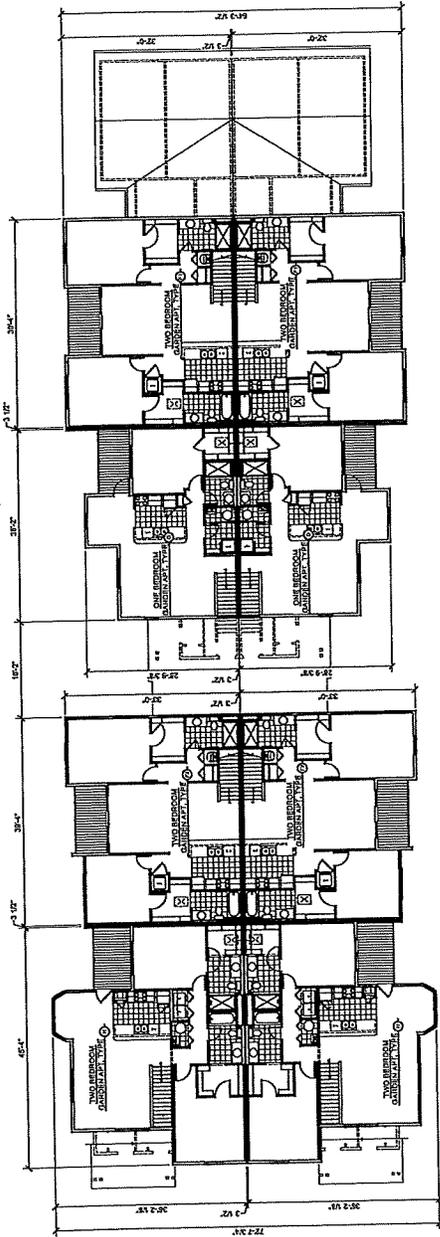
DRAWING TITLE:  
BUILDING PLANS  
BUILDING (A)

DATE: REVISED:

DESIGNED BY: PROFESSIONAL LICENSE #214  
DRAWN BY: ARCHITECTURAL LICENSE #1010711  
CHECKED BY: ARCHITECTURAL LICENSE #1010711  
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- DURING SET UP/2018
- SET
- PERMIT SET
- CONSTRUCTION SET

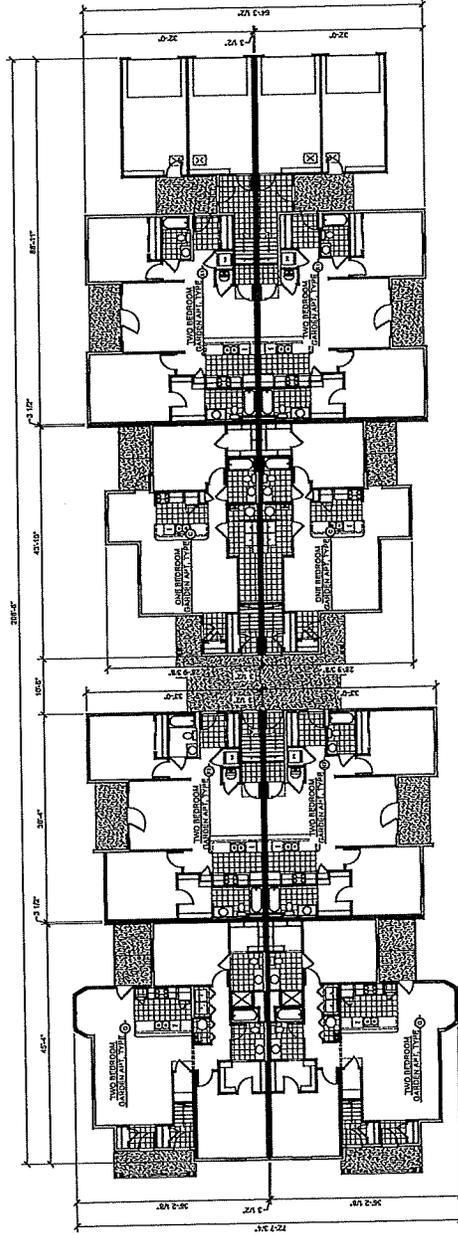
A1-7



**SECOND FLOOR PLAN - BUILDING 14C**

TOTAL GROSS AREA OF 2ND FLOOR = 8,988 SQ. FT.

SCALE: 3/32" = 1'-0"



**FIRST FLOOR PLAN - BUILDING 14C**

TOTAL GROSS AREA OF 1ST FLOOR = 10,525 SQ. FT.

SCALE: 3/32" = 1'-0"



TOTAL GROSS AREA FOR BUILDING 14C = 19,513 SQ. FT.



**KONTOGIANNIS  
& ASSOCIATES**  
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400 SOUTH FIFTH ST  
SUITE 1400  
COLUMBUS, OHIO  
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PHONE: 614-241-5400  
FAX: 614-221-4733  
EMAIL: [info@kontogiannis.com](mailto:info@kontogiannis.com)

PROJECT:

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APARTMENTS**

DELAWARE, OHIO

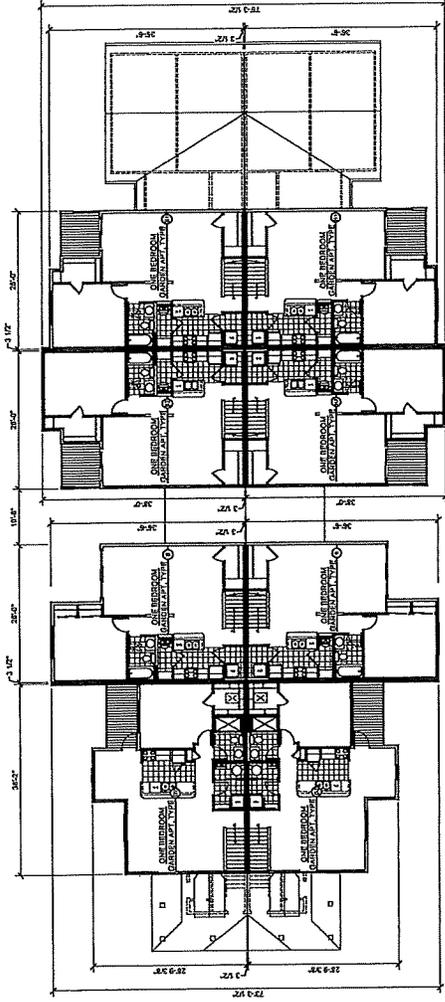
DRAWING TITLE:  
**BUILDING PLANS  
BUILDING ②**

DATE:  
REVISED:

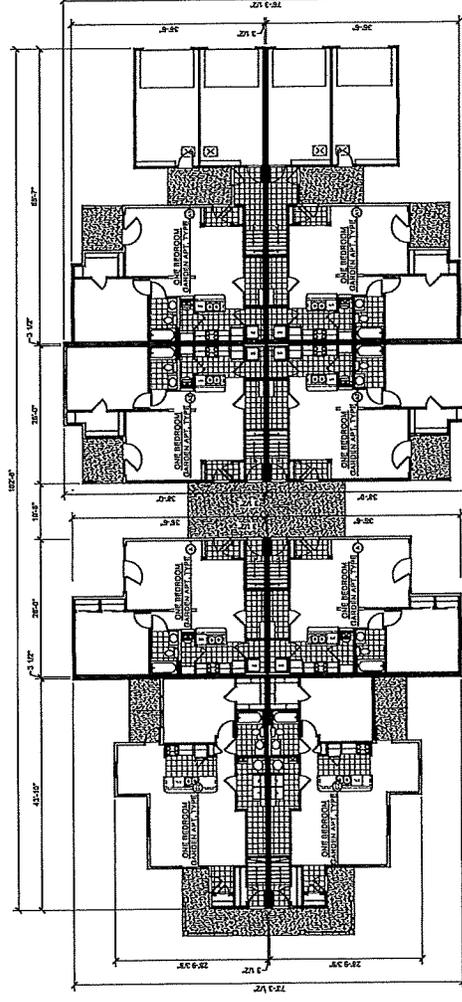
DESIGNED & DEVELOPED BY: KONTOGIANNIS, HENNING & LATH  
ENGINEERING ARCHITECTS  
CONSULTING ENGINEERS  
ARCHITECTS & ASSOCIATES

- ZONING SET 01/03/2018
- BID SET
- PERMIT SET
- CONSTRUCTION SET

**A1-8**



**SECOND FLOOR PLAN - BUILDING ②**  
SCALE: 3/32" = 1'-0"  
TOTAL GROSS AREA OF 2ND FLOOR = 7,032 SQ.FT.



**FIRST FLOOR PLAN - BUILDING ②**  
SCALE: 3/32" = 1'-0"  
TOTAL GROSS AREA OF 1ST FLOOR = 8,448 SQ.FT.  
TOTAL GROSS AREA FOR BUILDING 2ID = 15,480 SQ.FT.





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FAX: 614-224-2080  
EMAIL: arch@kai.com

PROJECT:

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DRAWING TITLE:  
BUILDING PLANS  
BUILDING  $\text{\textcircled{19}}$

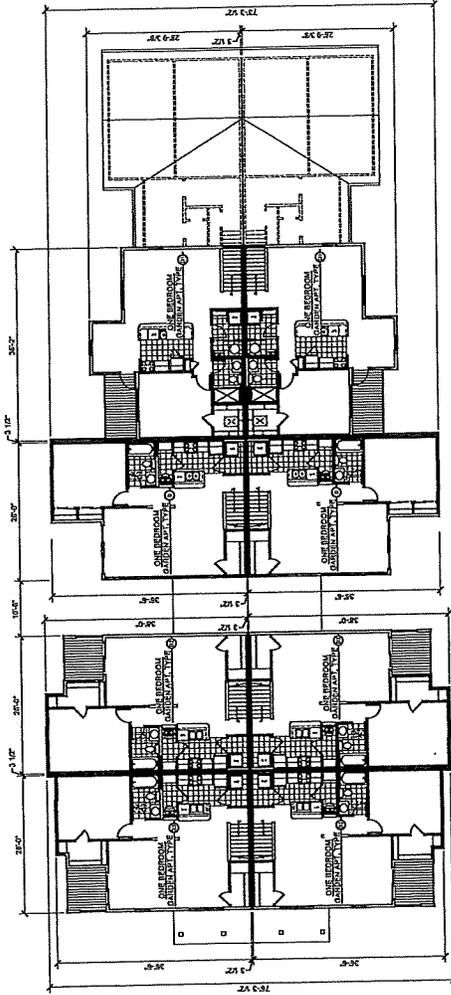
DATE:  
REVISED:

DESIGNED BY: KONTGIANNIS & ASSOCIATES  
DRAWN BY: KONTGIANNIS & ASSOCIATES  
CHECKED BY: KONTGIANNIS & ASSOCIATES  
DATE: 01/03/2010

DATE: 01/03/2010

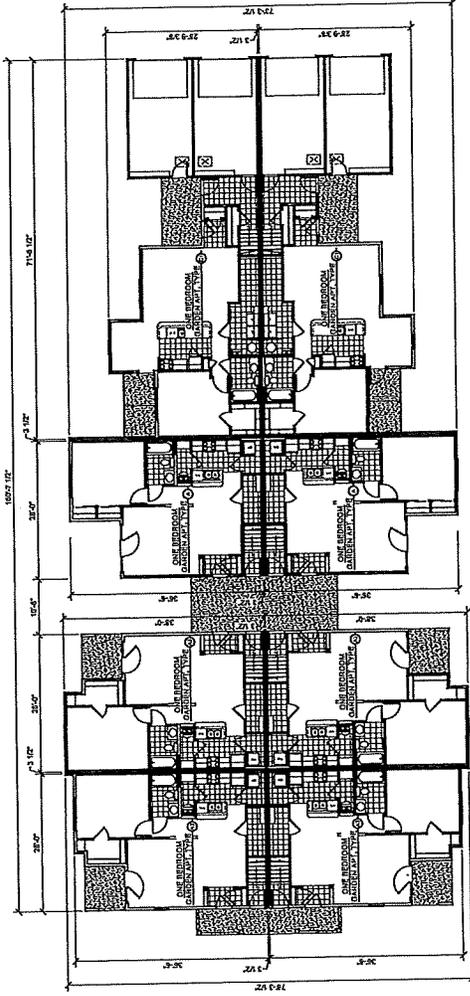
- ZONING SET
- BID SET
- PERMIT SET
- CONSTRUCTION SET

A1-9



SECOND FLOOR PLAN - BUILDING  $\text{\textcircled{19}}$

SCALE: 3/32" = 1'-0" TOTAL GROSS AREA OF 2ND FLOOR = 7,032 SQ. FT.



FIRST FLOOR PLAN - BUILDING  $\text{\textcircled{19}}$

SCALE: 3/32" = 1'-0" TOTAL GROSS AREA OF 1ST FLOOR = 8,400 SQ. FT.



TOTAL GROSS AREA FOR BUILDING 12/01 = 15,432 SQ. FT.



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DELAWARE, OHIO

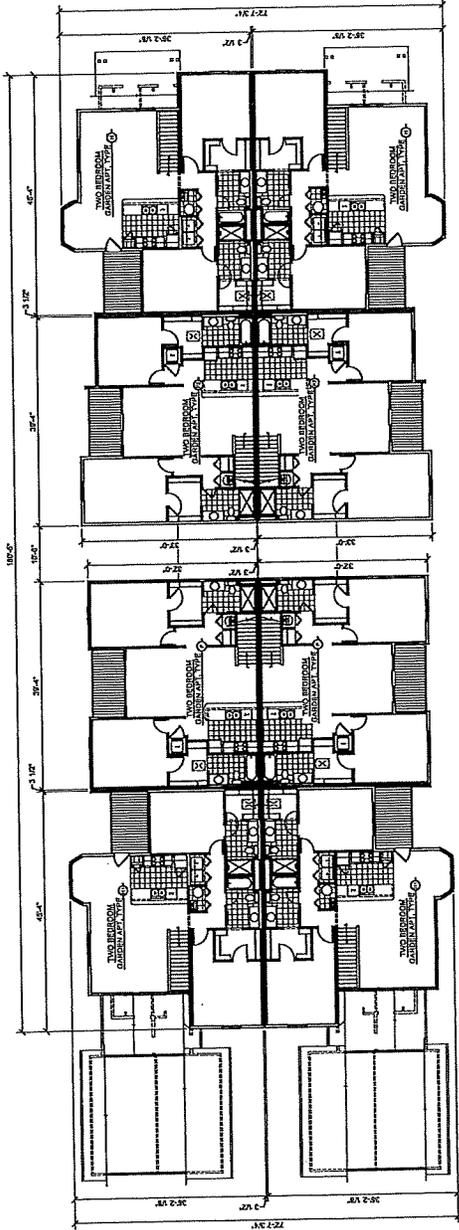
DRAWING TITLE:  
BUILDING PLANS  
BUILDING

DATE:  
REVISED:

DESIGNED BY: KONTOGIANNIS & ASSOCIATES  
DRAWN BY: KONTOGIANNIS & ASSOCIATES  
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- ZONING SET: D1017018
- BD SET
- PERM SET
- CONSTRUCTION SET

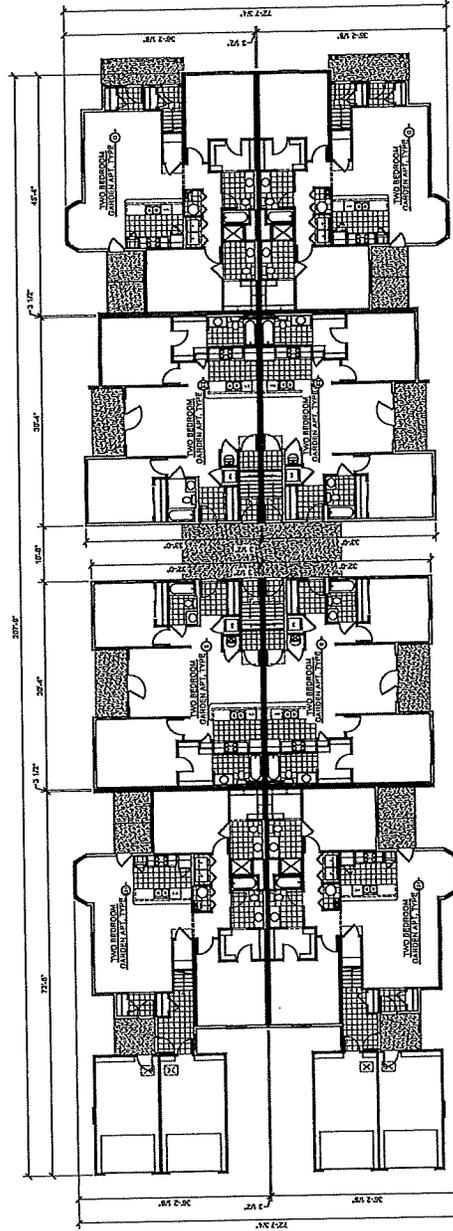
A1-10



SECOND FLOOR PLAN - BUILDING 10

TOTAL GROSS AREA OF 2ND FLOOR = 8,797 SQ.FT.

SCALE: 3/32" = 1'-0"



FIRST FLOOR PLAN - BUILDING 10

TOTAL GROSS AREA OF 1ST FLOOR = 11,288 SQ.FT.

SCALE: 3/32" = 1'-0"



TOTAL GROSS AREA FOR  
BUILDING 10E = 21,085 SQ.FT.





**KONTGIANNIS & ASSOCIATES**  
 ARCHITECTURE  
 PLANNING  
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400 SOUTH FIFTH ST  
 SUITE 400  
 COLUMBUS, OHIO  
 43215-5492

PHONE: 614-246-3363  
 FAX: 614-246-3363  
 E-MAIL: info@kontgiannis.com

PROJECT:  
**WILLOWBROOK  
 APARTMENTS**

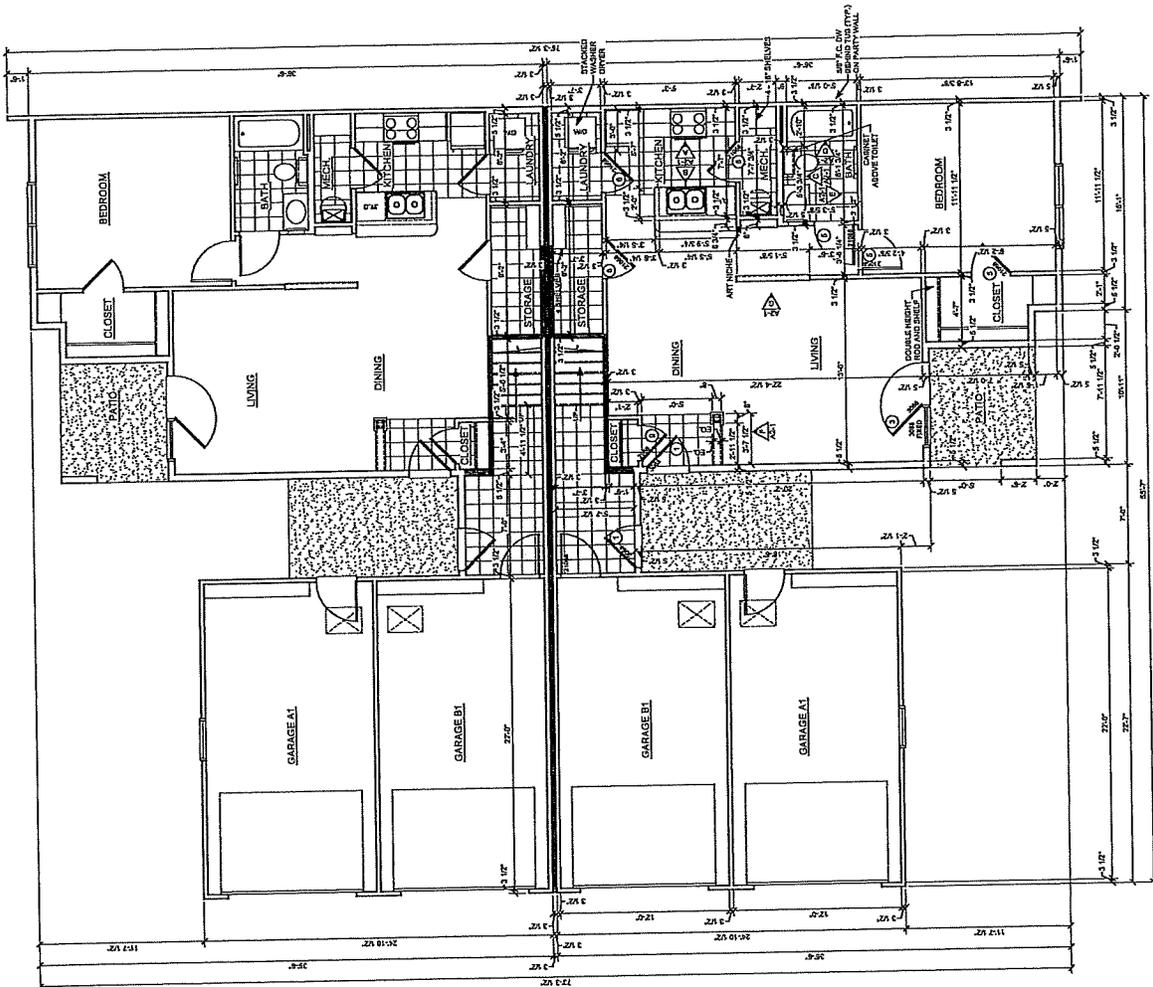
DELAWARE, OHIO  
 DRAWING TITLE:  
**1/A\* FLOOR PLANS  
 UNIT A1**

DATE:  
 REVISED:

DESIGNED BY: KONTGIANNIS & ASSOCIATES  
 DRAWN BY: KONTGIANNIS & ASSOCIATES  
 CHECKED BY: KONTGIANNIS & ASSOCIATES

- BUILDING SET
- PERMIT SET
- CONSTRUCTION SET

**A2-2**



**FIRST FLOOR PLAN - ONE BEDROOM APT. TYPE A1**  
 SCALE: 1/4" = 1'-0"  
 NET LIVING AREA = 764 SQ. FT.  
 NET GARAGE = 284 SQ. FT.



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 ARCHITECTURE  
 PLANNING  
 DESIGN

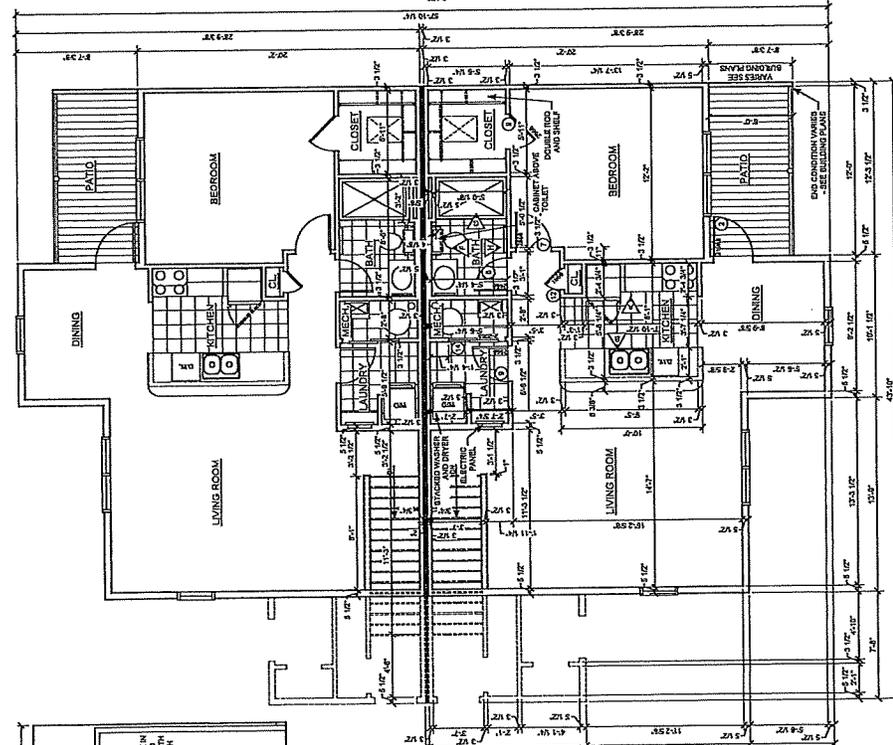
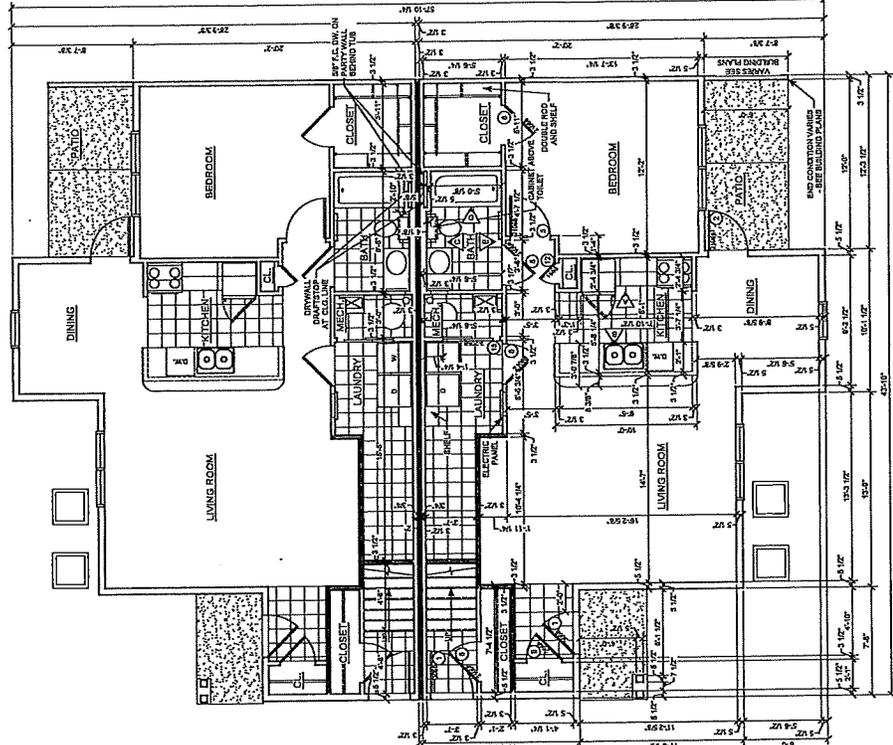
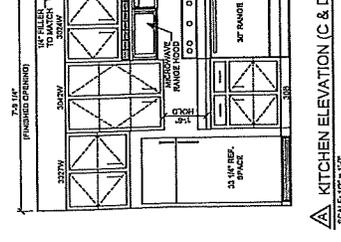
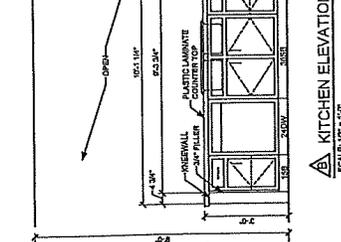
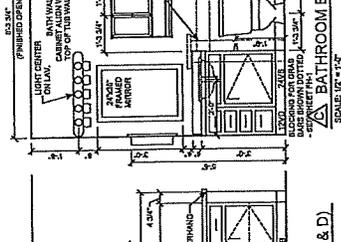
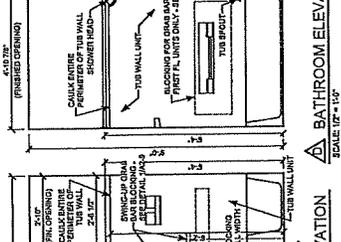
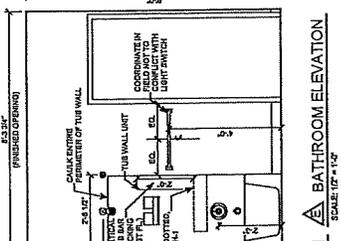
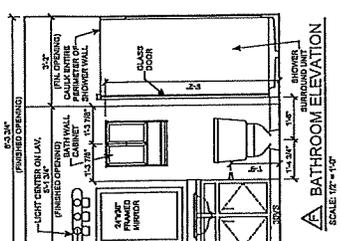
400 SOUTH FIFTH ST  
 SUITE 400  
 COLUMBUS, OHIO  
 43215-5492  
 PHONE: 614-224-0200  
 FAX: 614-224-1735  
 EMAIL: info@kontogiannis.com

PROJECT:  
**WILLOWBROOK  
 APARTMENTS**

DELAWARE, OHIO  
 DRAWING TITLE:  
**1/4" FLOOR PLANS  
 & INTERIOR  
 ELEVATIONS  
 UNITS C, D & D1**  
 DATE:  
 REVISED

- GEORGE A. KONTOGIANNIS, LICENSED ARCHITECT  
 EXPIRES 06/30/2019  
 GEORGE A. KONTOGIANNIS & ASSOCIATES  
 10000 W. 12TH AVENUE, SUITE 100  
 DENVER, CO 80202-1200
- ZONING SET 01/02/2019
  - BID SET
  - PERMIT SET
  - CONSTRUCTION SET

**A2-3**



**FIRST FLOOR PLAN - ONE BEDROOM GARDEN APT. TYPE (C)**  
 SCALE: 1/4" = 1'-0"  
 NET LIVING AREA = 646 SQ. FT.

**SECOND FLOOR PLAN - ONE BEDROOM GARDEN APT. TYPE (C)**  
 SCALE: 1/4" = 1'-0"  
 NET LIVING AREA UNIT D & D1 = 893 SQ. FT.



KONTOGIANNIS & ASSOCIATES

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DESIGN

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E-MAIL: [info@kgaonline.com](mailto:info@kgaonline.com)

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APARTMENTS

DELAWARE, OHIO

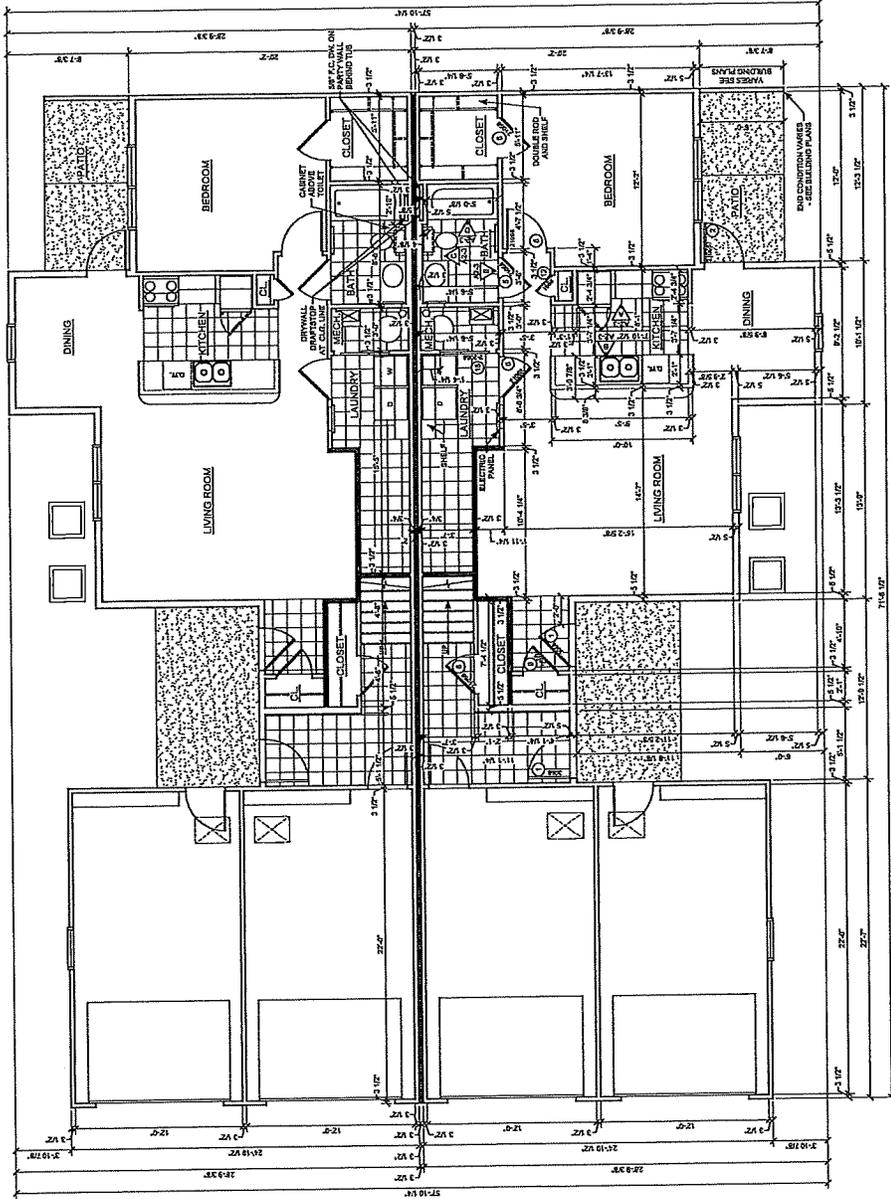
DRAWING TITLE:  
1 1/4" FLOOR PLANS  
UNIT C1

DATE:  
REVISED:

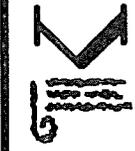
DESIGNED BY: [Redacted]  
CHECKED BY: [Redacted]  
DATE: 10/27/2018  
DRAWN BY: [Redacted]  
DATE: 10/27/2018

- ZONING SET 01/02/2018
- BID SET
- PERMIT SET
- CONSTRUCTION SET

A2-4



FIRST FLOOR PLAN - ONE BEDROOM GARDEN APT. TYPE C1  
 SCALE: 1/4" = 1'-0"  
 NET GARAGE = 264 SQ. FT.



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63215-5492

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FAX: 614-232-4778  
WWW: www.kontigianis.com

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APARTMENTS**

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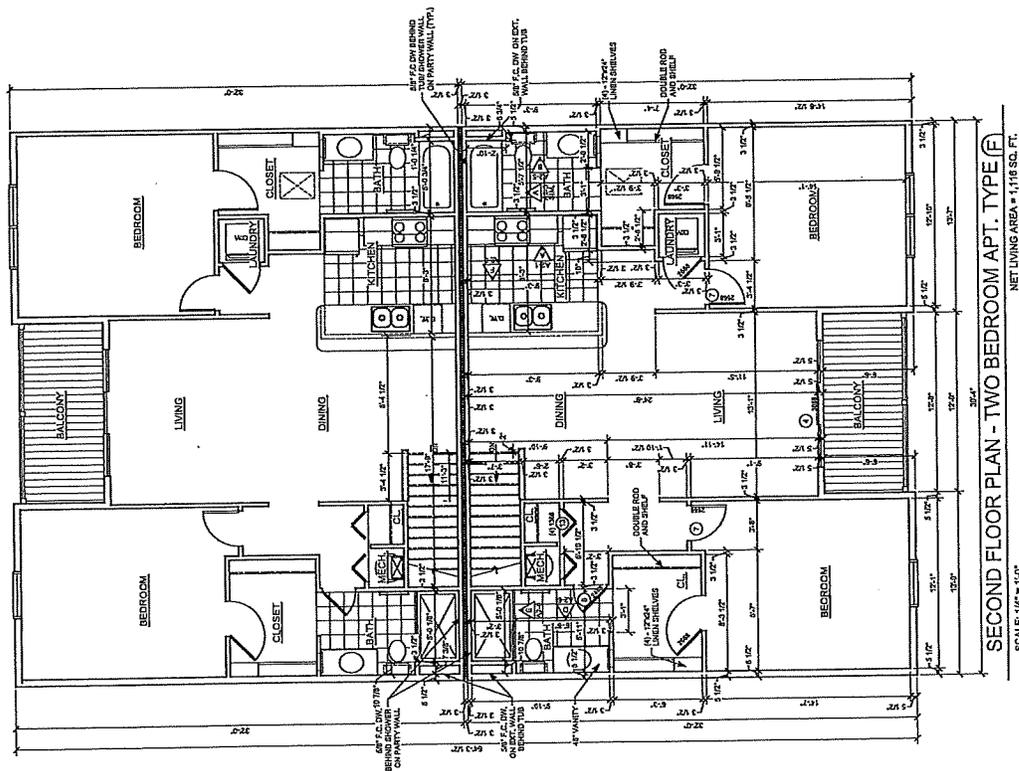
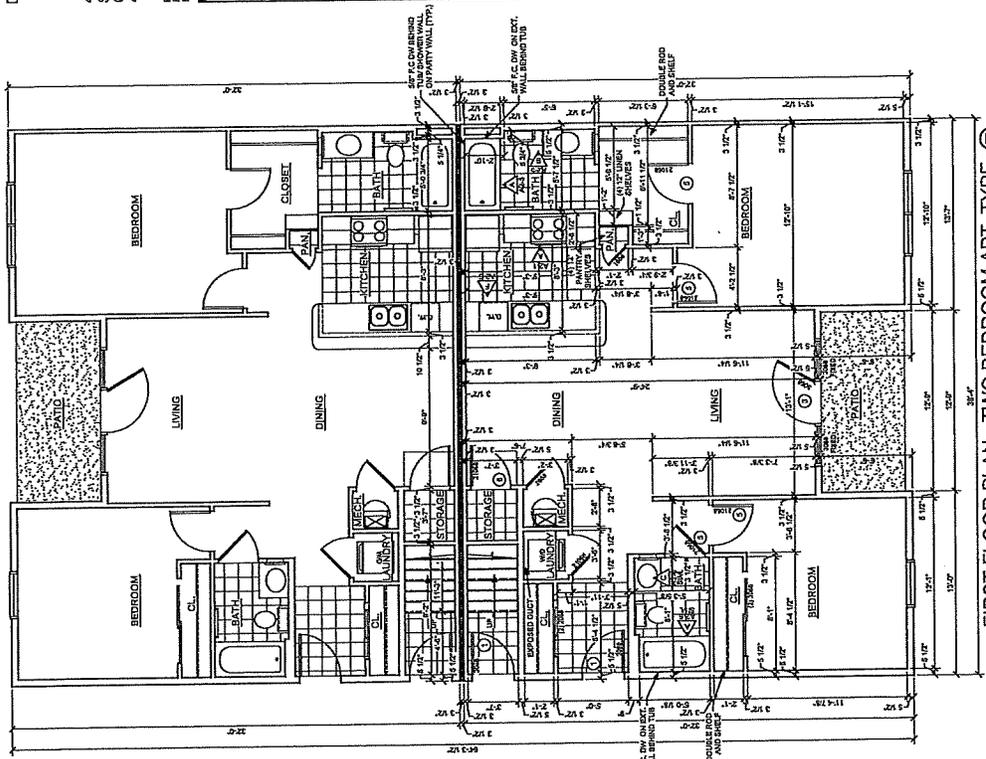
DRAWING TITLE:  
**1/4" FLOOR PLANS  
UNITS E & F**

DATE:  
REVISED:

GENERAL CONTRACTOR: LORNER PDM  
GENERAL CONTRACTOR: LORNER PDM  
GENERAL CONTRACTOR: LORNER PDM  
GENERAL CONTRACTOR: LORNER PDM

- ZONING SET (01/02/2010)
- BID SET
- PERMIT SET
- CONSTRUCTION SET

**A2-5**





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 FAX: 614-224-4738  
 E-MAIL: info@kntogian.com

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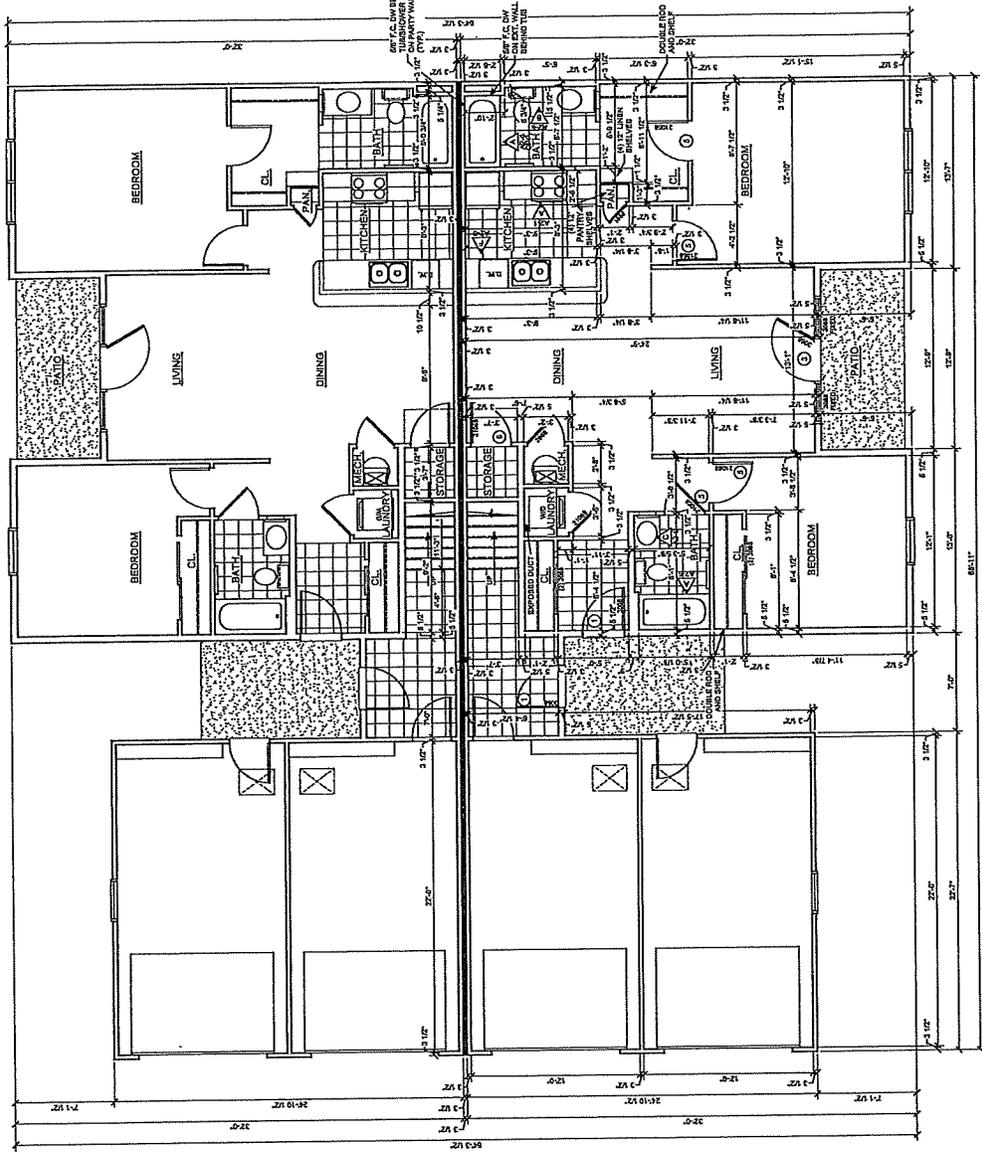
DELAWARE, OHIO  
 DRAWING TITLE:  
**1/4" FLOOR PLAN  
 UNIT E1**

DATE:  
 REVISED:

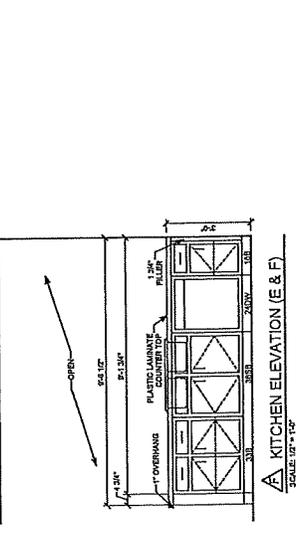
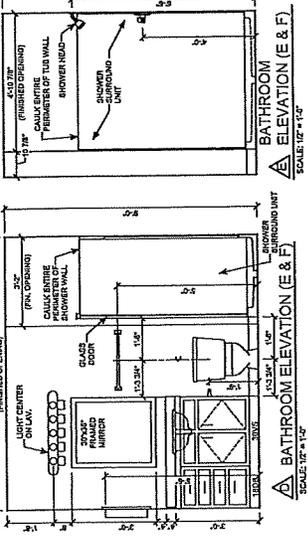
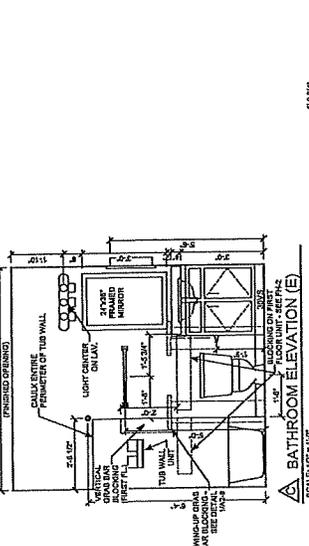
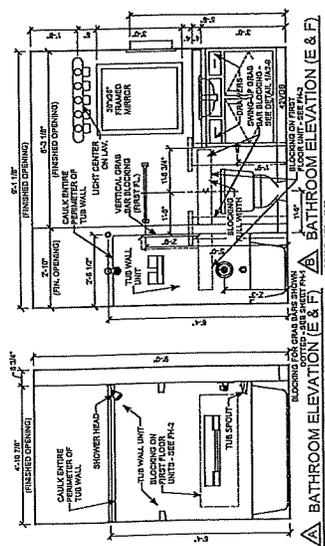
GEORGE A. KONTOGIANNIS LICENSE NO. 10287  
 GEORGE A. KONTOGIANNIS LICENSE NO. 10287  
 GEORGE A. KONTOGIANNIS LICENSE NO. 10287

- JOINING SET 01/09/2018
- BID SET
- PERMIT SET
- CONSTRUCTION SET

**A2-6**



**FIRST FLOOR PLAN - TWO BEDROOM APT. TYPE E1**  
 NET LIVING AREA = 1,076 SQ. FT.  
 NET GROSS = 1,304 SQ. FT.  
 SCALE: 1/4" = 1'-0"





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ARCHITECTURE  
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400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE 614-224-2000  
FAX 614-224-2070  
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PROJECT:

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APARTMENTS

DELAWARE, OHIO

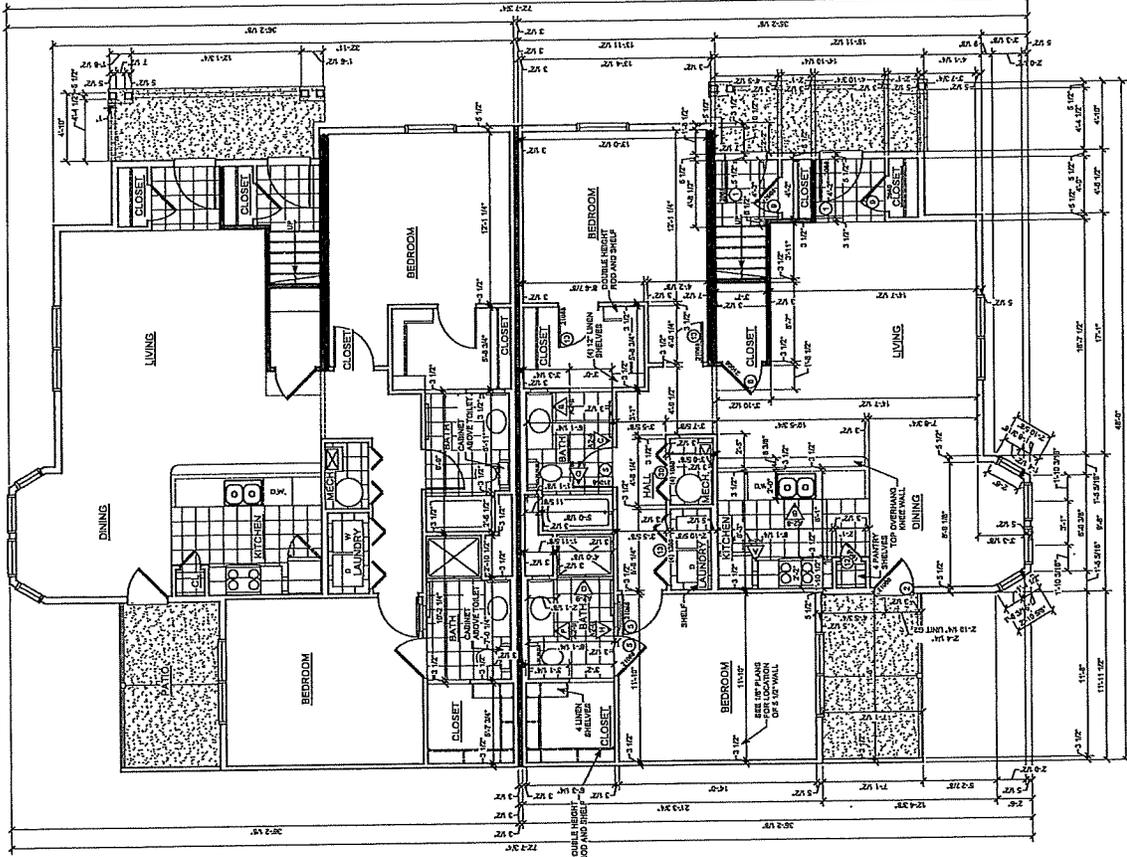
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1 1/4" FLOOR PLANS  
UNITS G & H

DATE:  
REVISED:

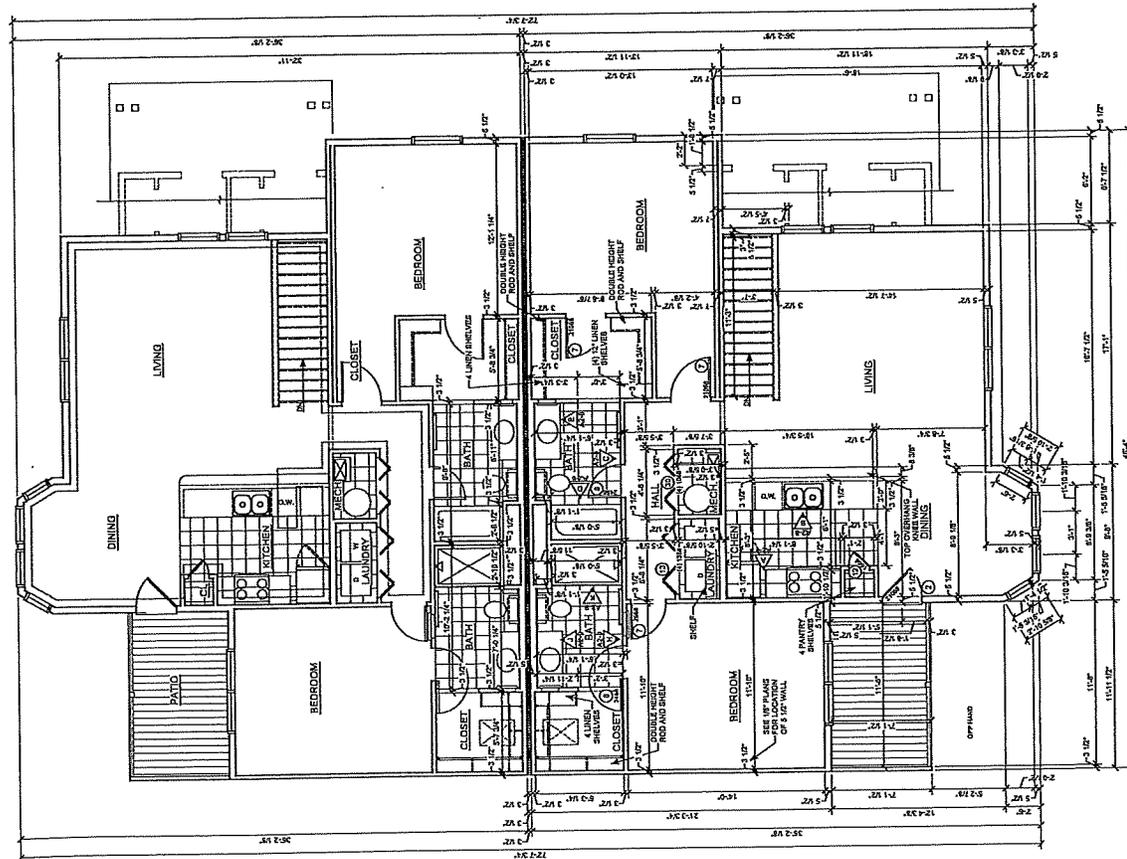
GENERAL CONTRACTOR: LINDERS EPH  
CONTRACT NO. 18  
DATE: 11/10/2018  
DESIGNED BY: KONTOGIANNIS & ASSOCIATES

- ZONING SET 01/02/2018
- BID SET
- PERMIT SET
- CONSTRUCTION SET

A2-7



FIRST FLOOR PLAN - TWO BEDROOM GARDEN APT. TYPE (G)  
SCALE: 1/4" = 1'-0"  
NET LIVING AREA = 1,210 SQ. FT.



SECOND FLOOR PLAN - TWO BEDROOM GARDEN APT. TYPE (H)  
SCALE: 1/4" = 1'-0"  
NET LIVING AREA = 1,194 SQ. FT.



**KONTOGIANNIS  
& ASSOCIATES**  
ARCHITECTURE  
PLANNING  
DESIGN

400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5482

PHONE: 614-224-0983  
FAX: 614-224-1701  
E-MAIL: info@kgaassociates.com

PROJECT:  
**WILLOWBROOK  
APARTMENTS**

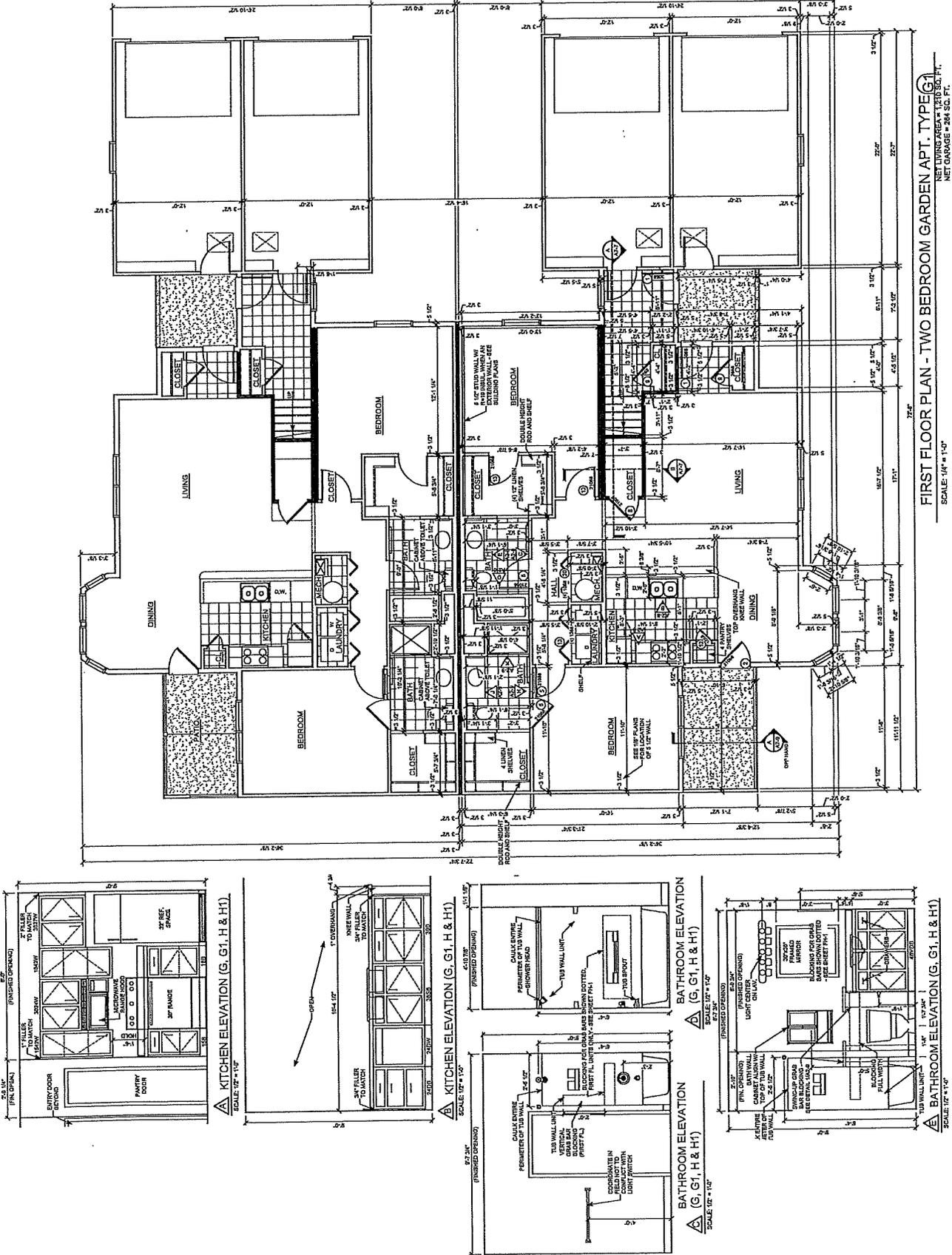
DELAWARE, OHIO  
DRAWING TITLE:  
**1/4" FLOOR PLANS  
UNITS G1**

DATE:  
REVISED:

DESIGNER: ARCHITECTURE, LICENSE #0714  
EXPIRES 06/30/2015  
CHECKED: ARCHITECTURE, LICENSE #0714  
EXPIRES 06/30/2015  
DATE: 01/03/2015

- 2015 SET 2/10/2015
- BID SET
- PERMIT SET
- CONSTRUCTION SET

**A2-8**





**KONTIGIANNIS & ASSOCIATES**  
ARCHITECTURE  
PLANNING  
DESIGN

400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE: 614-224-2303  
FAX: 614-224-4775  
EMAIL: info@kigdesign.com

PROJECT:

**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO

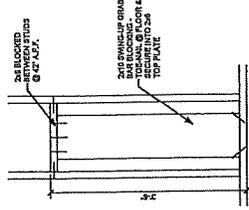
DRAWING TITLE:  
**1/4" FLOOR PLANS  
UNITS H1**

DATE:  
REVISED:

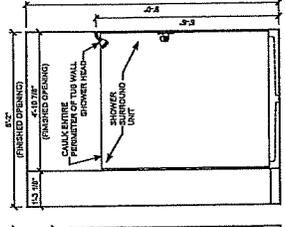
GEORGE L. ADY, PROFESSIONAL LICENSE #2874  
DANIEL J. ADY, LICENSE #2875  
GEORGE J. ADY, PROFESSIONAL LICENSE #2876  
GEORGE J. ADY, PROFESSIONAL LICENSE #2877

- ZONING SET 01/03/2010
- BID SET
- PERMIT SET
- CONSTRUCTION SET

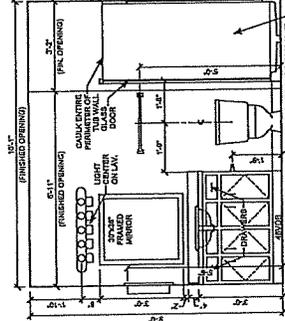
**A2-9**



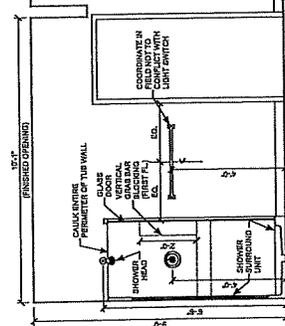
BLOCKING DETAIL  
SCALE: 1" = 1'-0"



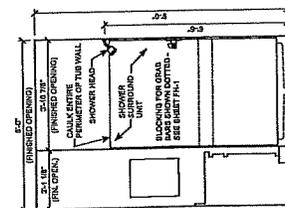
BATHROOM ELEVATION  
(H & H1)  
SCALE: 1/8" = 1'-0"



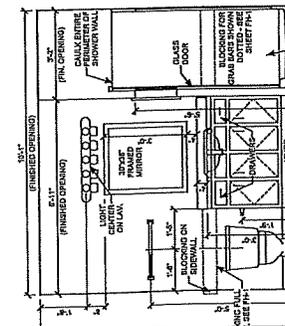
BATHROOM ELEVATION  
(G, G1, H & H1)  
SCALE: 1/8" = 1'-0"



BATHROOM ELEVATION  
(G, G1, H & H1)  
SCALE: 1/8" = 1'-0"



BATHROOM ELEVATION  
(G & G1)  
SCALE: 1/8" = 1'-0"



BATHROOM ELEVATION  
(G & G1)  
SCALE: 1/8" = 1'-0"



**KONTOGIANNIS  
& ASSOCIATES**

ARCHITECTURE  
PLANNING  
DESIGN

400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE: 614-224-0261  
FAX: 614-224-0738  
E-MAIL: [info@kga.com](mailto:info@kga.com)

PROJECT:

**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO

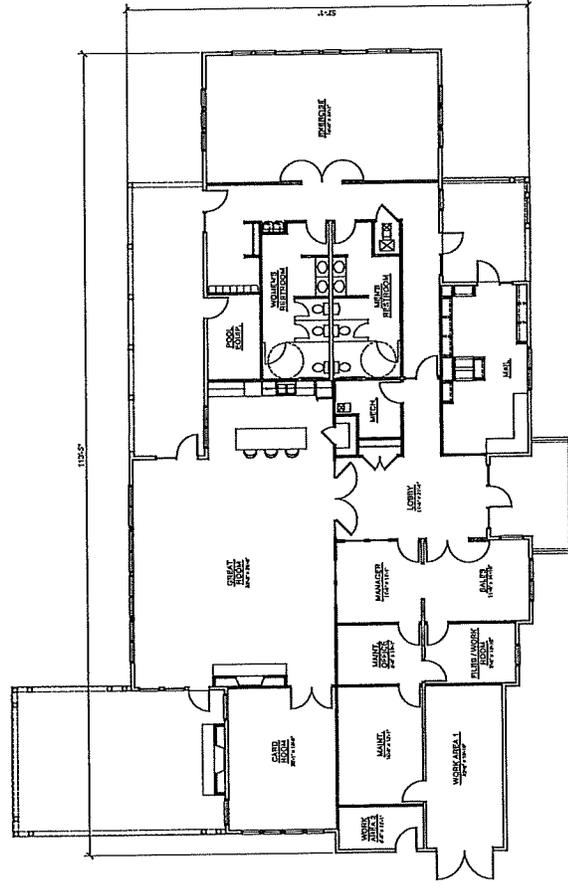
DRAWING TITLE:  
**CLUBHOUSE  
BUILDING PLAN**

DATE:  
REVISED:

OWNER: WILLOWBROOK APARTMENTS, LLC  
ARCHITECT: KONTOGIANNIS & ASSOCIATES  
CONTRACT NO. 0118

- ZONING SET 01/02/2015
- BID SET
- PERMIT SET
- CONSTRUCTION SET

**A1-1C**



**CLUBHOUSE BUILDING PLAN**

SCALE: 1/8" = 1'-0"

TOTAL GROSS AREA OF CLUBHOUSE BUILDING = 4,945 SQ. FT.



**KONTOGIANNIS & ASSOCIATES**  
 ARCHITECTURE  
 PLANNING  
 DESIGN  
 400 SOUTH FIFTH ST  
 SUITE 400  
 COLUMBUS, OHIO  
 43215-5492

PHONE: 614-224-2080  
 FAX: 614-224-2080  
 E-MAIL: k.a@kontogian.com

**PROJECT:**  
 WILLOWBROOK  
 APARTMENTS

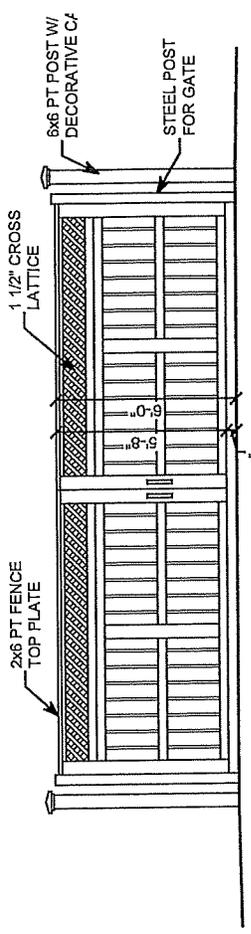
DELAWARE, OHIO

**DRAWING TITLE:**  
 TRASH  
 ENCLOSURE  
 PLAN

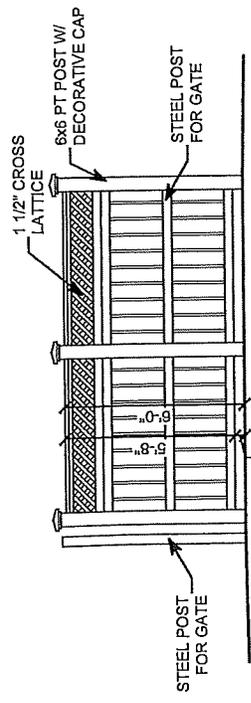
**DATE:**  
**REVISED:**



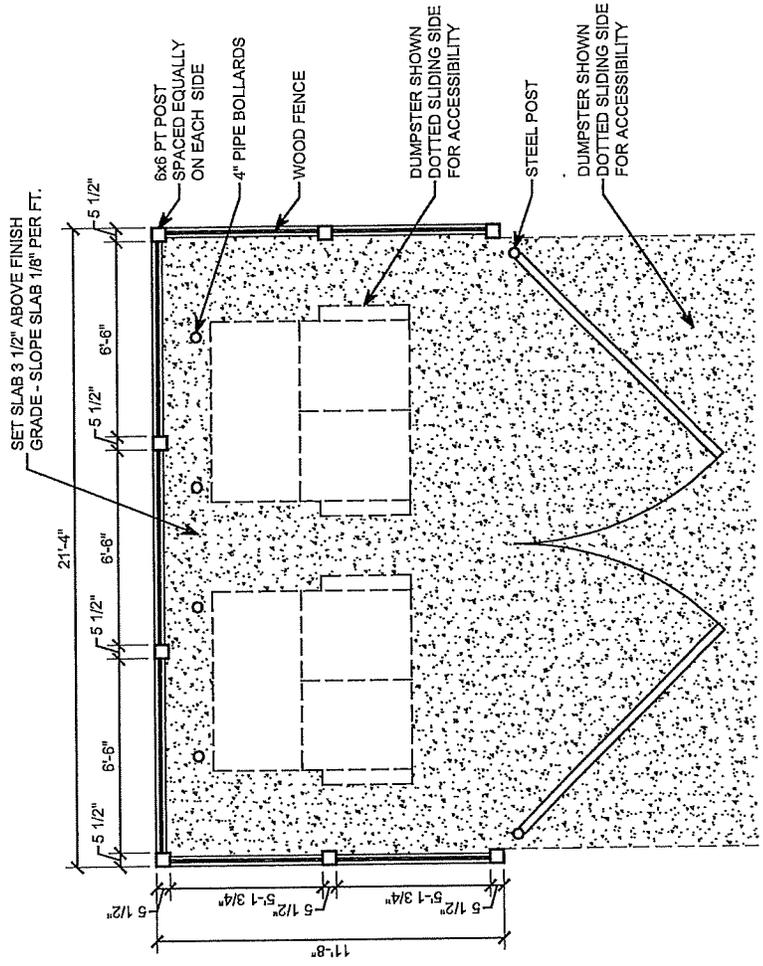
- DESIGN SET
- ZONING SET (THROUGHS)
- CONSTRUCTION SET



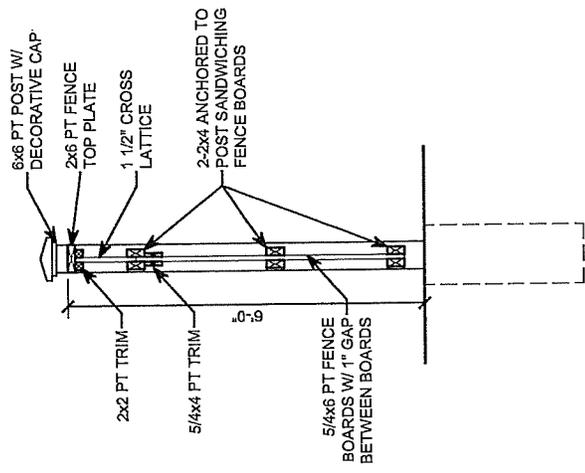
**TRASH ENCLOSURE FRONT ELEVATION**  
 SCALE: 1/8" = 1'-0"



**TRASH ENCLOSURE SIDE ELEVATION**  
 SCALE: 1/8" = 1'-0"



**TRASH ENCLOSURE PLAN**  
 SCALE: 1/8" = 1'-0"



**WOOD FENCE DETAIL**  
 SCALE: 1/2" = 1'-0"



## **PREVIOUSLY RECEIVED PUBLIC COMMENTS**

**From:** [Lisa Keller](#)  
**To:** [Elaine McCloskey](#)  
**Subject:** FW: Questions for the rezoning hearing of the parcel next to Adalee Park development.  
**Date:** Tuesday, February 06, 2018 3:27:02 PM

---

Please forward to planning commission and council please.

\*\*\*Also, can I get an answer to the question of when public notice was legally needed to be given and what date signs were placed, letters were mailed, etc. so I can get back to Mr. Henderson.

Thank you,  
Lisa M. Keller  
City of Delaware  
Council Member; 2nd Ward  
(740) 203-1013  
[lkeller@delawareohio.net](mailto:lkeller@delawareohio.net)

---

**From:** Mark Henderson [mark@methinkinc.com]  
**Sent:** Tuesday, February 06, 2018 1:37 PM  
**To:** Lisa Keller  
**Subject:** Questions for the rezoning hearing of the parcel next to Adalee Park development.

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Lisa,

I would like to thank you for gathering some questions and coordinating people before the planning meeting. The first news I heard about this was on Saturday and there were no details that were available online to even for an opinion. It seems like sending a piece of mail that arrives Saturday three business days before the meeting with no real information seems like someone is trying to push the project through without anyone being able to have time to develop an opinion and form a cogent response.

Tamy has been doing the research and found your meeting notice online and sent me your email address.

Some questions I would like to have answered:

Is 3 business days before the meeting for a first and final determination really considered appropriate public notice?

Why were there not sufficient details available online with a link in the notice to actually allow affected parties to research the project and form a realistic opinion?

What is the precedent to rezoning this type of land. The density of the proposed apartments seems to be very high and out of character for the surrounding planned developments?

What research has been done to make sure that south houke can support the additional traffic?

There are already problems with speeding and visibility that makes exiting Adalee Park challenging

already. I cannot imagine adding another 360 vehicles in a 12 acre parcel would be possible without some form of traffic control.

What are the floor plans and expected rents of the apartments? Is the value of the property going to be in line with the existing development?

How are they going to control traffic through the back street of Adalee Park to prevent turning it into an artery for traffic to 36?

Who is the developer and why do they not have a web presence to help research their work? It seems like they are secretive while working in the public space.

I am sure there are many more questions and I look forward to talking with other people about this.

Where is the meeting tonight? Are there directions posted somewhere?

Thanks you for spear heading this effort.

Mark Henderson  
108 Diverston Way  
Delaware OH 43015

---

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

**From:** [Lisa Keller](#)  
**To:** [Elaine McCloskey](#)  
**Subject:** FW: Willowbrook Apartments Hearing  
**Date:** Tuesday, February 06, 2018 3:28:34 PM

---

Please forward to planning commission/city council

Lisa M. Keller  
City of Delaware  
Council Member; 2nd Ward  
(740) 203-1013  
[lkeller@delawareohio.net](mailto:lkeller@delawareohio.net)

---

**From:** Patel, Dave P. [Dave.Patel@ohiohealth.com]  
**Sent:** Tuesday, February 06, 2018 10:38 AM  
**To:** Lisa Keller  
**Subject:** Willowbrook Apartments Hearing

---

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Lisa,

My name is Dave Patel and a very new resident of Delaware (less than 2 months) as we have built a brand new home in the Heatherton subdivision. Right across the street from the proposed project.

I just wanted to send you some questions that are running abuzz in my neighborhood as there is A LOT of concerns from residents in this area. Again, these are residents that are investing/have invested a tremendous amount of money in the new and upcoming West End of Delaware, the image that we "thought" was going to get better with more homes/condos, NOT apartments.

1. Why Rentals? Many people even those that I know that the city contacted them via snail mail thought this was an upscale condominium project. When did this decision change?
2. Are these government assistance/affordable housing dwellings? There was TREMENDOUS concerns that if this is the case many are willing to pay the 5 year tax penalty and move out of the development if this the case. This isn't something that Delaware would want when trying to change the image of the West End. Many brought upon public statistics/facts showing how crime and overall property value greatly decreases homes in the close vicinity of this kind of dwelling. I am one of these individuals that I can't say this hasn't crossed my mind...
3. Schooling? What is the plan to adjust for these mass influx of residents that have children and accommodate them in a school system that is already bursting at it seems?
4. If this is going to be an apartment complex, what is the proposed rent for the dwellings? "Luxury" Apartments?
5. Traffic influx? What are the plans to adjust for it?

Thanks for your time!

--Dave

**Dave P. Patel, BS, BSN, RN**

PACU- Recovery Nurse

Super User Clindoc/OpTime

OhioHealth Marion General Hospital

PACU: (740)-383-8753

Vocera: (740)-387-5888

Mobile: (614)-316-4313

E-Mail: [Dave.Patel@ohiohealth.com](mailto:Dave.Patel@ohiohealth.com)

---

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

**From:** [Lisa Keller](#)  
**To:** [Elaine McCloskey](#)  
**Subject:** FW: Zoning  
**Date:** Tuesday, February 06, 2018 3:21:41 PM

---

Please forward to planning commission/city council -

Lisa M. Keller  
City of Delaware  
Council Member; 2nd Ward  
(740) 203-1013  
[lkeller@delawareohio.net](mailto:lkeller@delawareohio.net)

---

**From:** Ashley Steele [[achaney12@gmail.com](mailto:achaney12@gmail.com)]  
**Sent:** Tuesday, February 06, 2018 2:28 PM  
**To:** Lisa Keller  
**Subject:** Zoning

---

**\*\*\*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.\*\*\***

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This is deeply concerning that this is even be considered for this neighborhood. Individuals work so hard to build these homes and allowing a multi-dwelling unit is an outrage. When will this issue get voted on? What would be the environmental impact? Traffic? Crime? What kind of housing would it be? The construction? The impact on the YMCA area and community splash pad? Why would the city even consider it? When will be the the next zoning meetings? What will happen to property values? Where do you live (does this even impact you or any council members making the decision?) I also would like to know if this information is going to be posted anywhere as I am concerned I will not be out of work in time to make it to the meeting tomorrow (2/7).

Thank you,  
Ashley Steele

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This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

2(7)(c)  
Lisa Kelley  
Subsite 6

Willowbrook Apartments Density- 11.56 units/acre

The current plan before Planning Commission reflects a HIGHER DENSITY than any other standard apartment complex in the past 17+ years of Delaware's development history. The true reality may be longer than 17+ years but obtaining records prior to 2000 is difficult due to access limitations in a short time frame.

March 2017	Enclaves at Adalee	6.32 units/acre
Dec 2016	Burr Oak Commons	4.58 units/acre
August 2015	Village Gate- Phase 2	10 units/acre
Sept 2015	Quail Pass- Phase 2	6.3 units/acre
June 2013	Quail Pass- Phase 1	5.98 units/acre
Aug 2010	Meadows of Carson Farms	8.2 units/acre
March 2008	Arthur Place	8 units/acre
Nov 2005	Ravines at Olentangy	3.65 units/acre
Dec 2000	Troy Farms	10.6 units/acre

As a council representative to the area, I respectfully request the Planning Commission DENY the request to amend the zoning to increase the density of Willowbrook Apartments from the previously approved number of 8 units/acre to 11.56 units/acre as this change would be an unprecedented increase in density.

CASE NUMBER: 2018-0026-0027

REQUEST: Multiple Requests

PROJECT: Willowbrook Apartments

MEETING DATE: February 7, 2018

---

**APPLICANT/OWNER**

Medrock  
3895 Stoneridge Lane  
Dublin, Ohio 43017

**REQUEST**

2018-0026: A request by Medrock, LLC for approval of a Zoning Text Amendment to the existing Willowbrook Farm Tract PUD Overlay Zoning Text (Planned Unit Development) to allow a modification to the maximum dwelling units and density to Multi-Family Areas 3 and 4 to allow additional dwelling units in Area 3 and removing units in Area 4 thereby decreasing the overall units currently allowed in total located on the east side of Houk Road on approximately 36 acres on property zoned R-6 Multi-Family Residential District with a PUD (Planned Unit Development) Overlay.

2018-0027: A request by Medrock, LLC for approval of a Combined Preliminary and Final Development Plan to Multi-Family Area 3 of the existing Willowbrook Farm Tract for a 180 unit apartment complex on approximately 15.506 acres located on the northeast corner of Houk Road and DiGenova Way on property zoned R-6 PUD (Multi-Family Residential District with a Planned Unit Development Overlay).

**PROPERTY LOCATION & DESCRIPTION**

The proposed multi-family site encompasses 15.506 acres for the Combined Preliminary and Final Development Plan while the subarea zoning text amendments encompasses approximately 36 acres. Both sites are zoned R-6 PUD (Multi-Family Residential District with Planned Unit Development District) and the multi-family site is located on the northeast corner of Houk Road and DiGenova Way just north of the YMCA. The properties to the north are zoned R-3 PUD, the properties to the east and south are zoned R-3 PMU (One-Family Residential with a Planned Mixed Use Overlay District) and the properties to the west are zoned R-3 PRD (One-Family Residential with a Planned Residential Development District).

**BACKGROUND/PROPOSAL**

In October 1999, City Council approved a Rezoning Amendment (Ordinances 99-74 and 99-76 respectively) for the Willowbrook Farm Tract (Medrock LLC) on just over 281 acres from A-1 to PUD (Planned Unit Development). It included approximately 26 acres of retail, 17 acres of mixed commercial, 7 acres of two family, 73 acres of multi-family, 21 acres of light industrial and 137 acres of single family land.

In 2017, the City and Medrock, LLC, the applicant for the Zoning Text Amendment and Combined Preliminary and Final Development Plan, executed a settlement agreement (Ordinance 17-60) for several items including recognizing it may be necessary to make adjustments to approved development plans in the Willowbrook Farm Tract PUD Areas 3 and 4 pertaining to dwelling units. The adjustment would be pursued through the planning and development process under standard City approval procedures with the City and the applicant working together towards approval of the adjustments provided the net units decrease in number.

The developer is proposing a Development Text Amendment to the subject development for Areas 3 and 4. In the approved development text Area 3 is permitted 140 multi-family dwelling units while Area 4 is permitted 155 multi-family dwelling units. The developer is requesting to increase the dwelling units in Area 3 to 180 dwelling units (plus 40) and decrease Area 4 to 100 dwelling units (minus 55) for a total loss of 15 dwelling units over the entire Willowbrook Farm Tract. Thus, this decreases the density overall with each subarea commensurate with the proposed unit count.

Next, the developer is proposing to construct 180 apartment units in 12 buildings on the approximate 15.506 acre site. Of the 180 units, 68 units would be one bedroom units while the remaining 112 units would be two bedroom units. The site would have full access curbs cuts from Houk Road and DiGenova Way while the interior looped street network would be private. In the center of the development would be a community building with a pool, a retention pond and several amenities. There is an existing bike path along Houk Road that connects this site with the City bike path network.

## STAFF ANALYSIS

- **ZONING:** As previously mentioned, the zoning for the subject site is R-6 PUD which would require a Development Text Amendment and Preliminary and Final Development Plan to be approved by the Planning Commission and City Council.

In Area 3, the approved development text (Ordinances 99-74 and 99-76) permits 140 multi-family dwelling units with the buildings clustered in a campus style arrangement allowing for site specific open spaces. The original concept plan and PUD text included ranch-style one story apartments or two story garden and/or townhouse units. However, the text clearly indicates they were conceptual and that amendments would be expected over anticipated build out period. The text specifically allows multi-family, multi-story apartments as proposed.

The requested reduction of density by 15 dwelling units and reallocation of density from Area 4 (minus 50 dwelling units for a total of 100 dwelling units) to Area 3 (plus 40 units for a total of 180 dwelling units) would achieve compliance with the majority of planning principals and theories. From a practical perspective in this case, the additional 40 units in Area 3 would be located closer to an arterial street (Houk Road), adjacent to an industrial zoned properties across Houk Road and a future City park to the west, a community park, YMCA and Ohio National Guard Facility to the south and a City park to the east and a single family subdivision to the north (Adalee Park) while Area 4 is located next to a single family subdivision to the east (Sunnyview Farms), a single family subdivision to the north (Carson Farms and future Willowbrook Farm single family housing), a City park to the west and to the south across the railroad track are industrial uses. Therefore from a land use perspective, Area 3 would likely be less intrusive than Area 4 to be able to accommodate units, if buffering to the north of Area 3 is enhanced adjacent to the single family subdivision (Adalee Park). Additionally, the applicant has indicated the 100 units in Area 4 are likely to be landminium style units. If the present case is not approved, Area 4 is likely to be 155 standard multi-family units.
- **GENERAL ENGINEERING:** The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
- **ROADS AND ACCESS:** The apartment complex would have full movement curb cut access from Houk Road and DiGenova Way that would extend into a private loop street that would have to be constructed to public standards or equivalent as approved by the City Engineer. There would be no access into the apartment complex from Boulder Drive. The proposed private looped street is 24 feet wide with apartment buildings and parking spaces located on each side of the street. Boulder Drive would not be extended to Houk Road until the proposed continuation of the Adalee Park subdivision is developed which is likely in the near future. In conclusion, the entire development would have to achieve compliance with the minimum engineering, public works and fire department requirements. Furthermore, the name of private drives shall be submitted and approved by the City and appropriate agencies.
- **PEDESTRIAN CONNECTIVITY:** External and internal pedestrian connectively are proposed within the development. The development would connect to the existing bike path along Houk Road fronting the site that would connect into the City bike path network. A sidewalk would be required along the DiGenova Way frontage of the site. The developer is proposing an internal private sidewalk network to connect buildings, parking lots and all the amenities along with an internal connection with the City nature preserve park to the east.
- **SITE CONFIGURATION:** As mentioned earlier, there are two full movement curb cuts from Houk Road and DiGenova Way respectively that would extend into a private loop street configuration with apartment buildings and parking spaces loaded on both sides of the looped street. The subject development has 372 parking spaces provided while 360 parking spaces are required (2 spaces per dwelling unit based on 180 proposed dwelling units). Of 372 parking spaces, there are 277 street parking spaces, 60 parking spaces in attached garages (10 buildings) and 25 parking spaces in detached garages (5 detached garages) along with 10 handicap parking spaces.

The 180 units in 12 buildings would be divided into 68 one bedroom units and 112 two bedroom units. This equates to approximately 62% two bedroom units for the development. The one bedroom units would range in size from 808 square feet to 882 square feet while the 2 bedroom units would range in size from 1,111 square feet to 1,275 square feet. A community building and office with several amenities including a pool with a deck, bocce ball courts, residential garden plots, electric car charging stations and a retention pond with a fountain is located in the center of the property. A dog park is located just north of the community building between two detached parking garages. The site has five dumpster enclosures located throughout the development. The dumpster enclosures shall be constructed of brick or stone to match the buildings and have wood doors painted to match. A retention pond with a fountain is located north of the main entrance along Houk Road.

- **BUILDING DESIGN:** The proposed 12 buildings have 9 different elevations with variation but uniformity of architectural design style and features that create a compatible and aesthetically pleasing development with mostly an earth tone brown and tan color pallet. All the buildings are two- story with a maximum height of 35 feet with the following building materials: 1). Exterior walls – face brick, vinyl lap siding, gables/vinyl shakes; 2). Dimensional shingles; 3). Vinyl and metal windows with some vinyl shutters; 4). Aluminum and metal fascia, gutters, downspouts and balcony and porch rails; 5). Insulated metal or fiberglass doors; 6). Wood or prefinished metal post and columns; and 7).Fiberglass, wood, plastic or other manufactured miscellaneous trim. The proposed building materials achieve compliance with the approved development text. However staff would ask the applicant to consider including some limestone (cultured stone) on the buildings that would be constructed of Delaware blue vein limestone or equivalent as approved by staff to be consistent with other recently approved projects.
- **LANDSCAPING & SCREENING:** The applicant is proposing a comprehensive landscape plan that includes public and private street trees, shade trees, front foundation landscaping and perimeter mounding and buffering. The frontage of the public streets require street and front yard trees. Although the proposed street and shade trees along Houk Road are appropriate per the zoning code, the proposed mounding height and undulation and tree mix of deciduous and evergreen trees shall be consistent with the existing mounding north of this site to achieve compliance with the approved mounding and landscape plan of the entire Houk Road corridor of the Willowbrook Farms Tract development while ensuring proper site distance at the main intersection. Along DiGenova Way 10 street trees and 8 front yard streets are required and are provided but staff would recommend a 2 to 3 foot high undulating mound to supplement the proposed buffer. Along Boulder Drive 22 street trees and 18 front yard trees are required and provided. The developer is proposing a five foot high mound from the retention pond east past the first building and an approximate 3 to 4 foot high mound from that point to the eastern property line. Because the northern property line is adjacent to a single family subdivision to the north (Adalee Park), staff recommends a consistent minimum 5 to 6 foot high mound with minimum 6 foot high evergreen trees, planted in staggered row configuration, at installation to provide a continuous screen and be consistent with other recently approved multi-family development adjacent to single family homes. The interior of the site appears to have the required amount of street and interior parking lot trees that creates a public street tree appearance throughout the development. Also each building would have foundation planting to achieve compliance with the zoning code. All landscape plans shall be reviewed and approved by the Shade Tree Commission.
- **TREE REMOVAL & REPLACEMENT:** The developer indicated 380 caliper inches of qualified trees (6 inches caliper or larger) would be removed in the proposed development. The applicant is proposing to install 90- 3 inch caliper trees which would equal 270 caliper inches. This would still yield a shortfall of 110 caliper inches. Therefore to achieve compliance with Chapter 1168 Tree Preservation Regulations, the developer would have to plant additional trees on this site or another qualifying site or pay the City \$11,000 (110 caliper inches x \$100 per caliper inch) or a combination of both.
- **GATEWAYS & CORRIDORS PLAN:** Any ground signage would have to achieve compliance with the zoning code requirements and the adopted Gateways and Corridors Plan.
- **LIGHTING:** The applicant submitted a lighting plan that identifies 53 black light poles fixtures that are 14.50 feet high located throughout the development. Also, there would be some building lights on the apartment buildings, community building and detached garages. The lighting plans would not achieve compliance with the minimum zoning requirements and be approved by the Chief Building Official.

- **REFUSE SERVICE:** The developer is requesting dumpster service for the entire development utilizing five dumpsters located throughout the development. However per the City Engineer the subject development shall subscribe to City refuse collection and achieve compliance with all Public Works requirements.

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**STAFF RECOMMENDATION (2018-0026 – ZOING TEXT AMENDMENT)**

Staff recommends approval of a request by Medrock, LLC of a Zoning Text Amendment to the existing Willowbrook Farm Tract PUD Overlay Zoning Text (Planned Unit Development) to allow a modification to the maximum dwelling units and density to Multi-Family Areas 3 and 4 to allow additional dwelling units in Area 3 and removing units in Area 4 thereby decreasing the overall units currently allowed in total located on the east side of Houk Road on approximately 36 acres on property zoned R-6 Multi-Family Residential District with a PUD (Planned Unit Development) Overlay, with the follow conditions that:

1. The maximum amount of multi-family dwelling units permitted in Area 3 shall not exceed 180 dwelling units.
2. The maximum amount of multi-family dwelling units permitted in Area 4 shall not exceed 100 dwelling units.
3. The remainder of the requirements of Ordinances 99-74 and 99-76 shall remain in full effect.

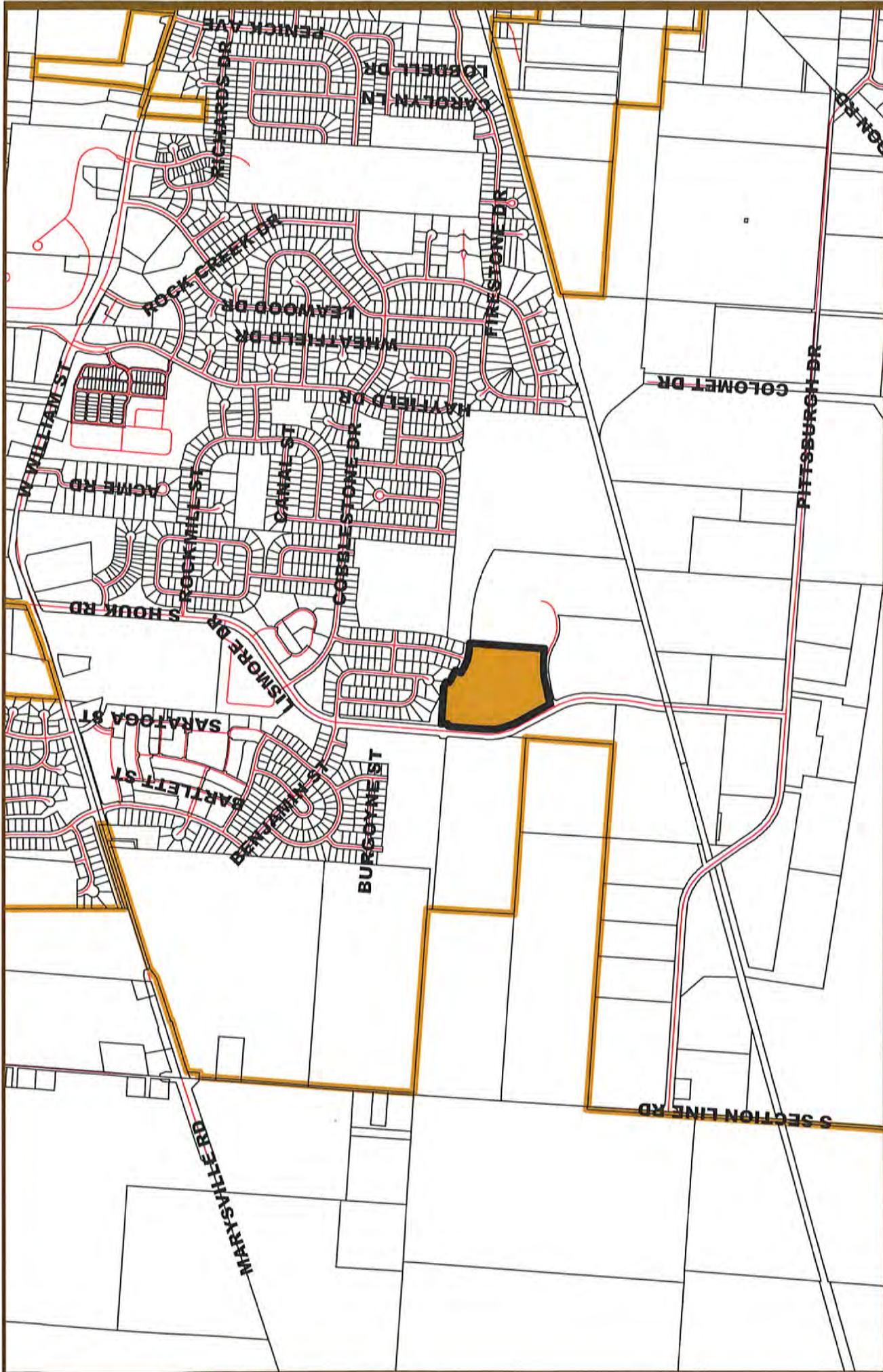
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**STAFF RECOMMENDATION (2018-0027 – COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN)**

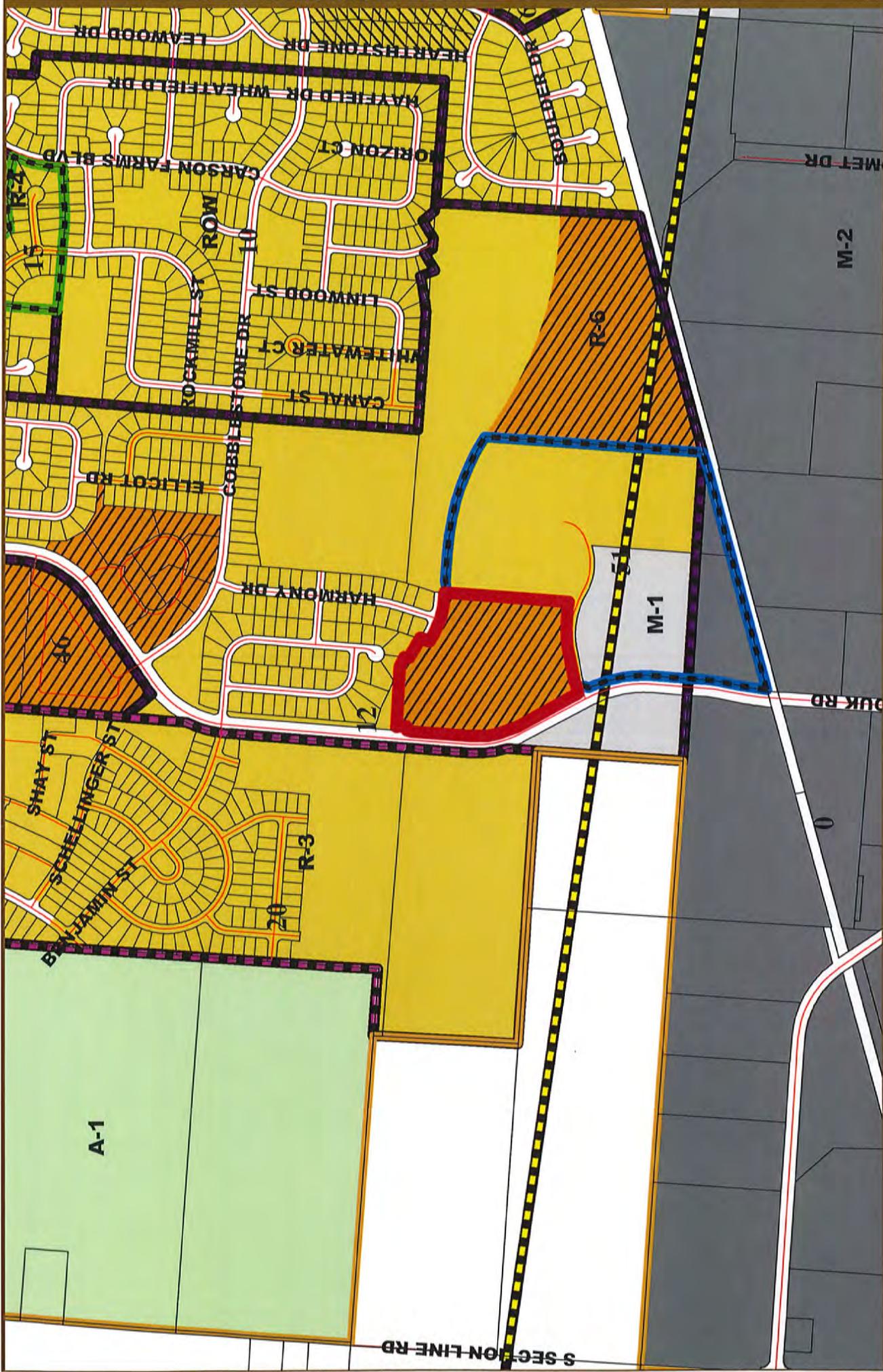
Staff recommends approval of a request by Medrock, LLC for approval of a Combined Preliminary and Final Development Plan to Multi-Family Area 3 of the existing Willowbrook Farm Tract for a 180 unit apartment complex on approximately 15.506 acres located on the northeast corner of Houk Road and DiGenova Way on property zoned R-6 PUD (Multi-Family Residential District with a Planned Unit Development Overlay), with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The Boulder Drive right of way adjacent to the subject site shall be dedicated per the City Engineer.
3. The proposed apartment buildings shall achieve compliance with the design standards of the approved development text and the submitted Final Development Plan. Any limestone on the buildings shall be constructed of Delaware blue vein limestone or equivalent as approved by staff.
4. The dumpster enclosures shall be constructed of brick or stone to match the buildings and have wood doors painted to match.
5. A proposed mound at the same height and undulation with the same tree mix of deciduous and evergreen trees and shall be installed along Houk Road to be consistent with the existing mounding north of this site to achieve compliance with the approved mounding and landscape plan of the entire Houk Road corridor of the Willowbrook Farms development and to ensure adequate site distance is achieved.
6. A 2 to 3 foot high undulating mound shall be installed along DiGenova Way to supplement the proposed street and front yard trees on the landscape plan.
7. A continuous minimum 5 to 6 foot high mound with minimum 6 foot high evergreen trees, planted in a staggered row configuration, at installation shall be installed along the northern property line to provide a continuous screen to adjacent to single family subdivision (Adalee Park) All landscape plans shall be reviewed and approved by the Shade Tree Commission.
8. The applicant shall make a payment of \$11,000 in lieu of planting trees or plant more trees on this site or another qualifying site or a combination of both to achieve compliance with the Tree Preservation Regulations in Chapter 1168.





2018-0027  
 Combined Preliminary and Final Development Plan  
 Willowbrook Apartments - Houk Road  
 Location Map



2018-0027  
 Combined Preliminary and Final Development Plan  
 Willowbrook Apartments - Houk Road  
 Zoning Map





2018-0027  
 Combined Preliminary and Final Development Plan  
 Willowbrook Apartments - Houk Road  
 Comprehensive Plan Map

EST 1808  
 CITY OF  
**DELAWARE**  
 OHIO



2018-0027  
 Combined Preliminary and Final Development Plan  
 Willowbrook Apartments - Houk Road  
 Aerial (2016) Map



ORDINANCE NO. 17-60

AN ORDINANCE SUPPLEMENTING THE 2017 APPROPRIATIONS ORDINANCE TO PROVIDE ADDITIONAL FUNDING FOR AN AGREEMENT WITH MEDROCK, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Delaware and Medrock, LLC seek to resolve all issues arising out of the Real Estate Purchase Contract between the City of Delaware and Medrock LLC (12/20/05), the Addendum to Section (16) of the contract dated 11/19/2010 and the Agreement regarding construction of South Houk Road between the City and Medrock LLC (10/05); and

WHEREAS, the City and Medrock have reached an agreement, subject to execution and funding by the City; and

WHEREAS, pursuant to this agreement the City will make a payment totaling \$400,000 provided Medrock completes agreed upon improvements within eighteen months of approval of the design of those improvements; and

WHEREAS, a portion of the payment results from storm water infrastructure and a portion results from recreational levy projects; and

WHEREAS, the 2017 Budget does not include an appropriation sufficient to pay the agreed upon amount; and

WHEREAS, a supplemental appropriation will be necessary to make the payments as scheduled in the agreement.

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

SECTION 1. That there is hereby appropriated from the unencumbered balance of the Storm Water Fund \$165,000 increasing the following account:

Houk Rd. Storm Sewer	(203-0204-5553)	\$165,000
----------------------	-----------------	-----------

SECTION 2. That there is hereby appropriated from the unencumbered balance of the Recreation Income Tax Fund \$235,000 increasing the following account:

Houk Rd. Site Improvements	(233-0233-5501)	\$235,000
----------------------------	-----------------	-----------

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

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

SECTION 4. EMERGENCY CLAUSE. That this ordinance is hereby declared to be an emergency measure necessary to provide for the public peace, safety, health and welfare of the City and for the further reason to allow the City to make the agreed upon first payment within the established timeframe which will facilitate construction of the necessary improvements, and as such will be in full force and effect immediately upon its passage.

VOTE ON RULE SUSPENSION:

YEAS 7 NAYS 0  
ABSTAIN 0

VOTE ON EMERGENCY CLAUSE:

YEAS 7 NAYS 0  
ABSTAIN 0

PASSED: August 28, 2017

YEAS 7 NAYS 0  
ABSTAIN 0

ATTEST:

Elaine McCleskey  
CITY CLERK

Paul Keegan  
MAYOR



September 14, 2017

Mr. Ronald Sabatino  
Medrock, LLC  
3895 Stoneridge Lane  
Dublin, OH 43017

Dear Mr. Sabatino:

Attached, please find an executed copy of our settlement agreement and a check for the initial payment referenced in that document. Please note that there is a blank in paragraph one relating to final engineering plans. As you know, final engineering plans have not been completed at this time. Therefore, when final engineering plans have been approved, we will need to fill in the appropriate section, initial it, and attach those plans as an exhibit.

If you have any questions, please feel free to contact me.

Sincerely,

R. Thomas Homan, IMCA-CM  
City Manager  
City of Delaware

cc: Tom Hart  
Darren Shulman, City Attorney  
Jackie Walker, Assistant City Manager  
Bill Ferrigno, Director, Public Works  
David Efland, Director, Planning  
Brad Stanton, Director, Public Utilities

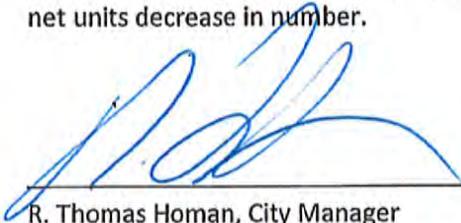
## Settlement Agreement

The parties, The City of Delaware ("City") and Medrock, LLC ("Medrock") enter into the following agreement to resolve all issues arising out of the Real Estate Purchase Contract ("Contract") between the City of Delaware and Medrock LLC (12/20/05), the Addendum to Section (16) of the contract dated 11/19/2010 ("Addendum") and the Agreement regarding construction of South Houk Road ("Agreement") between the City and Medrock LLC (10/05). The City's participation in this settlement does not indicate any flaw in the City's design and construction of the existing storm water retention basin that was constructed for the purpose of meeting the storm water management requirements associated with the development of the Delaware Community Center YMCA/Veterans Park development.

1. The City will pay Medrock a total of \$400,000 under this Settlement Agreement. \$165,000 of this total shall be paid upon execution of this Agreement, which will be presented to City Council for approval the first meeting occurring after the parties finalize the language. The balance of the \$400,000 will be paid upon completion of the construction of the storm sewer lines connecting both the existing Delaware Community Center YMCA/Veterans Park retention basin, and the proposed retention pond on Medrock's property, to the existing storm sewer collection system, as referenced and shown in section \_\_\_\_ of the approved final engineering plans, attached as exhibit A, provided Medrock begins design work upon execution of the agreement and the construction is completed within 18 months of approval of the design. Construction will be considered complete upon acceptance of the public improvements associated with the retention pond on Medrock's property and related storm sewer lines and facilities, and verification that construction is consistent with final engineering plans with the production of "as built" engineering plans.
2. In so agreeing to the connection of both the existing Delaware Community Center YMCA/Veterans Park retention basin and the proposed retention pond on Medrock's property to the existing storm sewer collection system located along Medrock's east property line, the City, the City Engineer and Medrock also agree to the following:
  - a. It is anticipated that runoff from approximately +/- 9% of the remaining undeveloped Medrock property will be directed to the existing Delaware Community Center YMCA/Veterans Park pond for storm water management. Runoff from the remaining approximately +/-91% of the undeveloped Medrock property will be directed to the proposed retention pond on Medrock's property constructed at Medrock's expense.
  - b. Slight modifications to the Delaware Community Center YMCA/Veterans Park pond inlet and outlet structures will be required.
  - c. The parties will work together to finalize details to produce a final storm water plan and final engineering plans.
3. The payment identified herein and the completion of the agreed improvements by Medrock at its expense will resolve all remaining claims by Medrock arising out the Contract and Addendum and satisfy all City responsibilities remaining under the Contract, Addendum, and Agreement

including but not limited to the requirement to supply dirt to Medrock, the location of the retention basin, provision of utilities, and access to the City's existing retention basin for use by property being developed by Medrock, and/or any other claims, issues or controversies related to this matter.

4. The parties recognize that it may be necessary from time to time for Medrock to make adjustments to the approved development plan as referenced in the Willowbrook Farm Tract Planned Unit Development (PUD) dated 8/3/1999, which currently has a maximum of 155 dwelling units in Multi-Family Area 4 and 140 dwelling units in Multi-Family Area 3. Medrock has indicated that it wishes to decrease the number of units in one area and increase the number of units in a different area as well as adjust the unit types in one area. This proposal will be pursued through the planning and development process in the normal course and under standard City approval procedures for a zoning amendment and development plan. The City Administration and Medrock will work together towards approval of adjustments, provided the net units decrease in number.

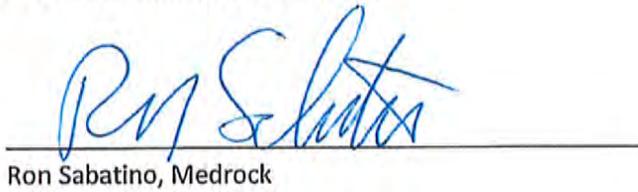


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R. Thomas Homan, City Manager

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Date



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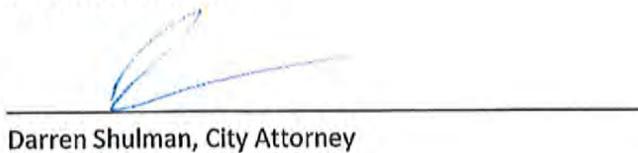
Ron Sabatino, Medrock

---

Date

9-7-17

Approved as to form:



---

Darren Shulman, City Attorney

---

Date

9-11-17



**KONTOGIANNIS  
& ASSOCIATES**  
ARCHITECTURE  
PLANNING  
DESIGN

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SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE: 614.224.2000  
FAX: 614.224.4728  
WWW: [www.kontogiannis.com](http://www.kontogiannis.com)

PROJECT:  
**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO  
DRAWING TITLE:  
**ZONING SITE  
LANDSCAPING PLAN**

DATE: 01/03/2015  
BY: JES/



STATE OF OHIO  
REGISTERED PROFESSIONAL ENGINEER  
NO. 13752  
J. E. S.  
KONTOGIANNIS & ASSOCIATES  
10000 WOODBURN AVENUE, SUITE 100  
COLUMBUS, OHIO 43240-1000  
PHONE: 614.224.2000  
FAX: 614.224.4728  
WWW: [www.kontogiannis.com](http://www.kontogiannis.com)

**ZSL-1**



**ZONING SITE LANDSCAPING PLAN**  
SCALE: 1" = 50'





**KONTOGIANNIS  
& ASSOCIATES**

ARCHITECTURE  
PLANNING  
DESIGN

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43215-5492

PHONE: 614.221.2000  
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E-MAIL: [info@kontogiannis.com](mailto:info@kontogiannis.com)

PROJECT:

**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO

DRAWING TITLE:

**BUILDING B/2  
NORTHEAST  
ELEVATION  
PERSPECTIVE**  
DATE: 01/03/2018  
REVISED:



COMPANY ID: 2018\_01  
DATE: 01/03/2018  
DRAWN BY: A. KONTOGIANNIS  
CHECKED BY: A. KONTOGIANNIS  
DATE: 01/03/2018  
PROJECT SET  
COUNT: 10/10  
DRAWING SET

**A6-10**



**BUILDING B/2 NORTHEAST  
ELEVATION PERSPECTIVE**  
JANUARY 3, 2018

PROPOSED  
PERSPECTIVE

# WILLOWBROOK APARTMENTS

## FINAL DEVELOPMENT PLAN - JANUARY 3, 2018 WILLOWBROOK FARM TRACT - PLANNED UNIT DEVELOPMENT - MULTI-FAMILY AREA 3

### DELAWARE, OHIO

01. CITY OF DELAWARE  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF FIRE PREVENTION AND INSPECTION  
200 EAST DELAWARE STREET  
DELAWARE, OHIO 43015

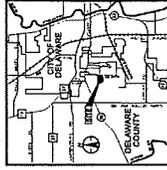
02. MULTIFAMILY AREA 3

03. PROJECT SMALL FAMILY UNIT TRACT MULTI-FAMILY AREA 3  
DESCRIPTION OF ZONING REQUIREMENTS  
TABLE 2. MULTI-FAMILY/COMMERCIAL AREA AND  
DEVELOPMENT STANDARDS

REQUIRED	PROHIBITED
MINIMUM LOT AREA 15,000 SQ. FT.	15,000
TOTAL DWELLING UNITS 140	140 PER MODIFIED PUD DOCUMENT / TRADED UNITS IN OTHER SITE
MINIMUM UNIT AREA 900	140 PER MODIFIED PUD DOCUMENT / TRADED UNITS IN OTHER SITE
PERMITTED USES MULTIFAMILY RESIDENTIAL WITH PRIVATE AND OPEN SPACE AND OTHER SINGLE FAMILY DWELLINGS HOUSE OCCUPANCY AND OTHER ACCESSORY USES IN ACCORDANCE WITH CITY OF DELAWARE CODE MODEL UNITS AND ONE CONSTRUCTION TRAILER IN ACCORDANCE WITH CITY OF DELAWARE CODE PARKLAND (PUBLIC OR PRIVATE) AND OPEN SPACE DAY CARE CENTER USE OF 1.5% OR LESS (G. 1F) 30 FEET FROM FRONT OF WAY 30 FEET FROM SIDE/REAR 30 FEET FROM ADJACENT PRIVATE STREETS, PRIVATE DRIVE STREETS, PRIVATE DRIVE	MULTIFAMILY CLUBHOUSE, ATTACHED & DETACHED GARAGES NONE NONE PER CODE NONE NONE PER CODE SEE SITE PLAN SHEET ZAP-1
MINIMUM LOT COVERAGE IN 15% SIDE LOT COVERAGE	15%
HEIGHT IN ACCORDANCE WITH 115.020, INCLUDING HEIGHT REQUIREMENTS	MAXIMUM 17.0 STORES, NOT TO EXCEED 35 FEET TWO TO SIX PER CODE SEE SITE PLAN SHEET ZAP-1
REQUIRED PARKING (DWELLING UNIT) LANDSCAPING ENTRY FEATURES	3 SPACES MINIMUM 17.0 STORES, NOT TO EXCEED 35 FEET TWO TO SIX PER CODE SEE SITE PLAN SHEET ZAP-1
BODYSUITS	IN ACCORDANCE WITH CITY OF DELAWARE CODE
LIGHTING	IN ACCORDANCE WITH CHAPTER 117A, EXTERIOR LIGHTING STANDARDS
FENCES	MINIMUM 6' TALL, EXCEPT BLACK WALLS MAY BE USED IN CONSTRUCTION WITH SOIL FINISHING

### LIST OF DRAWINGS NO. SHEET TITLE

NO.	SHEET	TITLE
1	COVER	COVER SHEET
2	100-1	GENERAL NOTES
3	100-2	GENERAL NOTES
4	200-1	ZONING SITE PLAN
5	200-2	ZONING SITE PLAN
6	200-3	ZONING SITE PLAN
7	200-4	ZONING SITE PLAN
8	200-5	ZONING SITE PLAN
9	200-6	ZONING SITE PLAN
10	200-7	ZONING SITE PLAN
11	200-8	ZONING SITE PLAN
12	200-9	ZONING SITE PLAN
13	200-10	ZONING SITE PLAN
14	200-11	ZONING SITE PLAN
15	200-12	ZONING SITE PLAN
16	200-13	ZONING SITE PLAN
17	200-14	ZONING SITE PLAN
18	200-15	ZONING SITE PLAN
19	200-16	ZONING SITE PLAN
20	200-17	ZONING SITE PLAN
21	200-18	ZONING SITE PLAN
22	200-19	ZONING SITE PLAN
23	200-20	ZONING SITE PLAN
24	200-21	ZONING SITE PLAN
25	200-22	ZONING SITE PLAN
26	200-23	ZONING SITE PLAN
27	200-24	ZONING SITE PLAN
28	200-25	ZONING SITE PLAN
29	200-26	ZONING SITE PLAN
30	200-27	ZONING SITE PLAN
31	200-28	ZONING SITE PLAN
32	200-29	ZONING SITE PLAN
33	200-30	ZONING SITE PLAN
34	200-31	ZONING SITE PLAN
35	200-32	ZONING SITE PLAN
36	200-33	ZONING SITE PLAN
37	200-34	ZONING SITE PLAN
38	200-35	ZONING SITE PLAN



**Owner:** Medrock LLC  
3895 Stoneridge Lane  
Dublin, Ohio 43017

**Architect:** Kontogiannis & Associates  
400 South Fifth Street  
Columbus, Ohio 43215

**Civil Engineer:** Varo Engineers  
2751 Tuller Parkway  
Dublin, Ohio 43017

**KONTOGIANNIS & ASSOCIATES**  
ARCHITECTURE PLANNING DESIGN  
400 SOUTH FIFTH STREET, SUITE 400  
COLUMBUS, OHIO 43215-3492  
PHONE: 614-224-2063 FAX: 614-224-4736  
E-MAIL: [arcillects@kontogiannis.com](mailto:arcillects@kontogiannis.com)

REGISTERED PROFESSIONAL ENGINEER  
NO. 10823  
STATE OF OHIO  
EXPIRES 12/31/2018

CONTRACT NO. 18-010  
DATE: 01/03/2018

CONSTRUCTION SET

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43215-5492

PHONE: 614-224-2033  
FAX: 614-224-4258  
WWW.KONTOGIANNIS.COM

PROJECT:  
**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO  
DRAWING TITLE:  
**ZONING SITE PLAN**

DATE: 01/02/2018  
REVISED:



STATE OF OHIO  
REGISTERED PROFESSIONAL ENGINEER  
KONTOGIANNIS  
3714  
LICENSE NO. 10812

DESIGNED BY: KONTOGIANNIS & ASSOCIATES

DRAWN BY: KONTOGIANNIS & ASSOCIATES

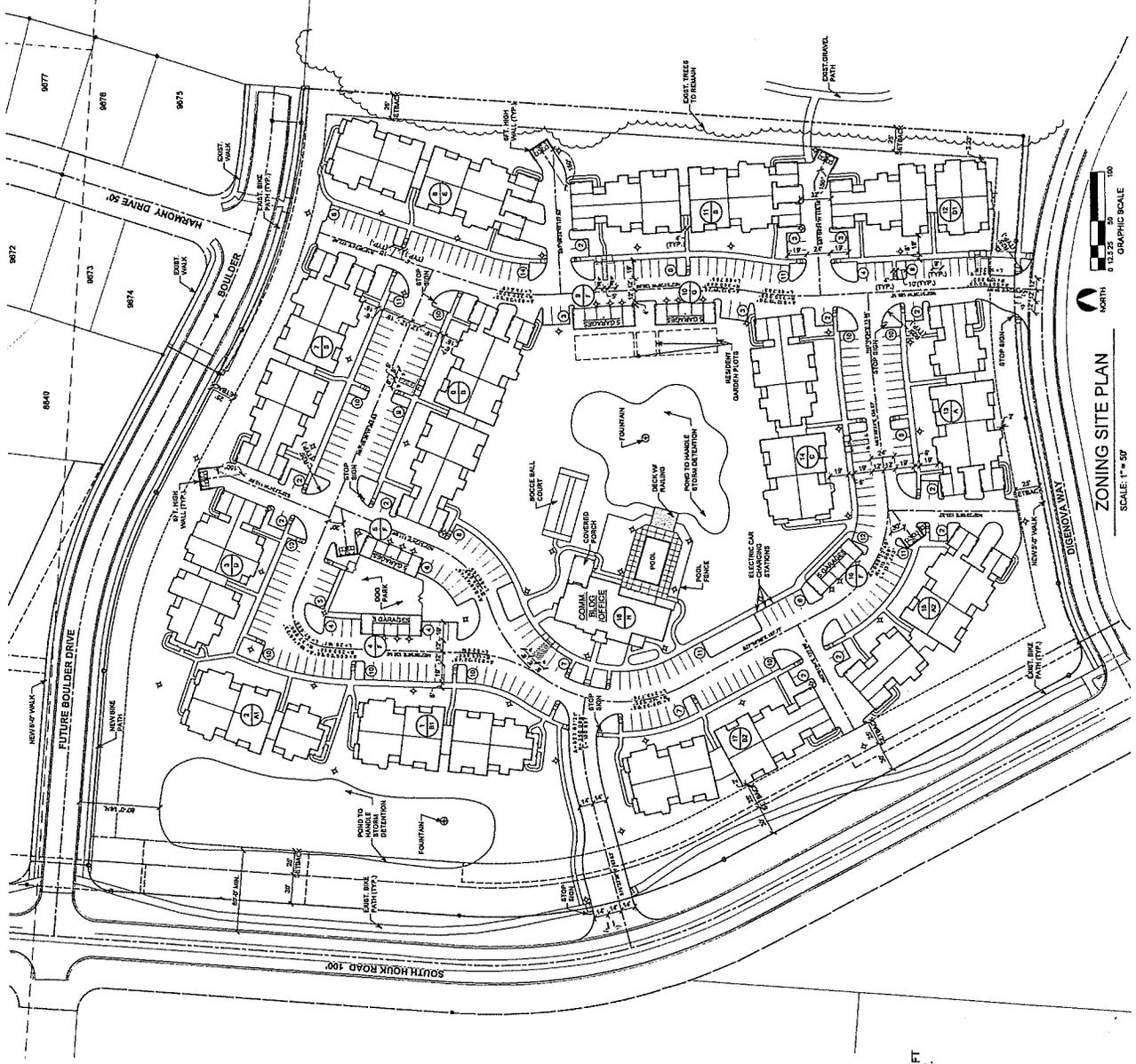
CHECKED BY: KONTOGIANNIS & ASSOCIATES

DATE: 01/02/2018

PROJECT: WILLOWBROOK APARTMENTS

DRAWING TITLE: ZONING SITE PLAN

**ZSP-1**



ZONING SITE PLAN  
SCALE: 1" = 50'

**SUMMARY TABLE:**

TOTAL SITE SIZE:	15.509 AC = 673,441.38 SQ.FT.
TOTAL MULTI-FAMILY AREA:	2,949 AC = 128,488 SQ.FT.
TOTAL ONE BEDROOM UNITS:	69 UNITS
TOTAL TWO BEDROOM UNITS:	112 UNITS
TOTAL UNITS:	180 UNITS
SITE DENSITY:	11.6 UNITS PER ACRE
MAX. BUILDING COVERAGE:	40%
BUILDING COVERAGE SHOWN:	19%

**PARKING SUMMARY:**

ATTACHED GARAGES	= 60
REGULAR PARKING	= 25
HANDICAPPED SPACES	= 277
TOTAL	= 372 SPACES





**KONTOGIANNIS  
& ASSOCIATES**

**ARCHITECTURE  
PLANNING  
DESIGN**

400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE: 614-224-2820  
FAX: 614-224-4728  
E-MAIL: architects@kontogiannis.com

PROJECT:

**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO

DRAWING TITLE:  
**TYPICAL BUILDING  
LANDSCAPING  
PLAN**

DATE: 01/03/2018  
REVISED:

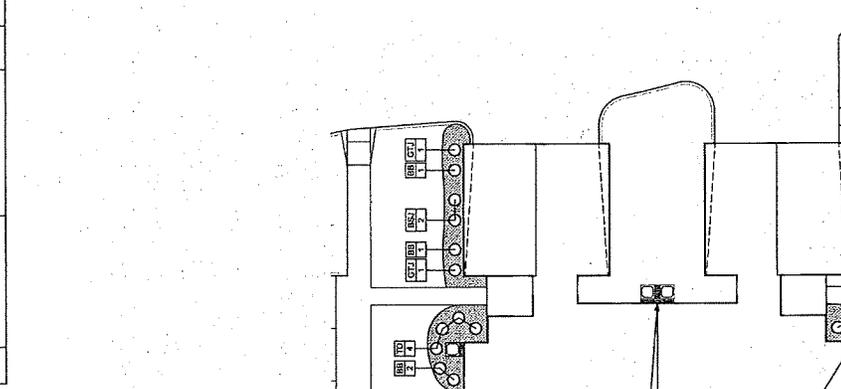


DESIGNED BY: GEORGE J. KONTOGIANNIS  
CHECKED BY: GEORGE J. KONTOGIANNIS  
DATE: 01/03/2018

LEGEND:  
 BID SET  
 PERMIT SET  
 CONSTRUCTION SET

**ZSL-2**

PLANT LIST	SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	CITY
1	1	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
2	2	AMERICAN HORNBEAM	FRAXINUS AMERICANA	12"	1
3	3	AMERICAN Sycamore	PLATANUS OCCIDENTALIS	12"	1
4	4	AMERICAN YEW	TAXUS AMERICANA	12"	1
5	5	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
6	6	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
7	7	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
8	8	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
9	9	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
10	10	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
11	11	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
12	12	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
13	13	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
14	14	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
15	15	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
16	16	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
17	17	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
18	18	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
19	19	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
20	20	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
21	21	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
22	22	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
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41	41	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
42	42	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
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44	44	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
45	45	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
46	46	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
47	47	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
48	48	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
49	49	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
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56	56	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
57	57	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
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60	60	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
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62	62	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
63	63	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
64	64	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
65	65	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
66	66	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
67	67	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
68	68	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
69	69	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
70	70	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
71	71	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
72	72	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
73	73	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
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76	76	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
77	77	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
78	78	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
79	79	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
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99	99	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1
100	100	AMERICAN BIRCH	BETULA PAPERIFERA	12"	1



AT LOCATIONS SHOWN BETWEEN & BEHIND CONCRETE  
 CURBS, PLANTING SHALL BE INSTALLED AS SHOWN.  
 (TYP) PLANTS TO BE GRADLED SHOWN THIS WAY.



**TYP. BUILDING LANDSCAPING PLAN**  
 SCALE: 1" = 10'



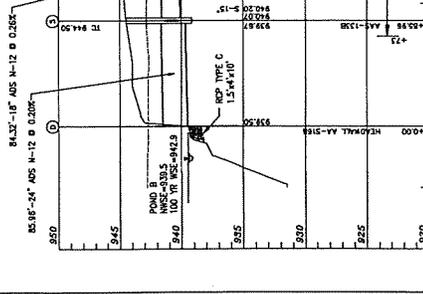
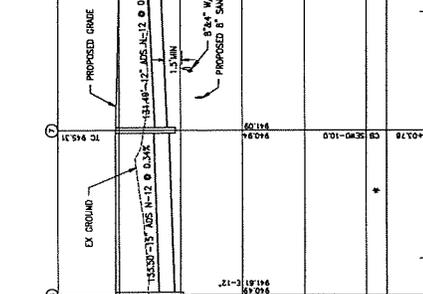
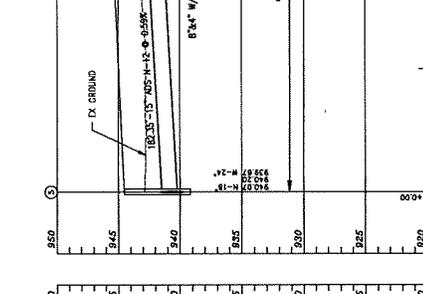
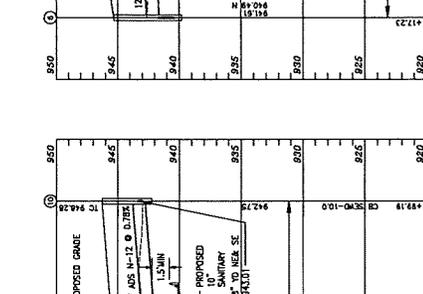
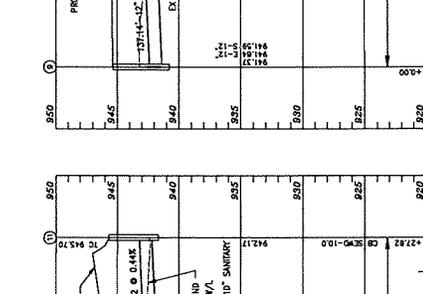
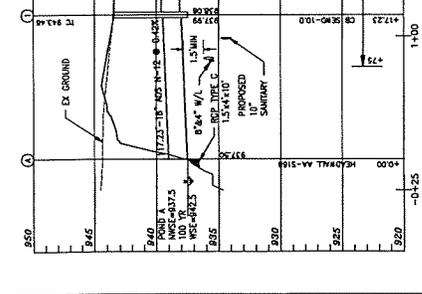
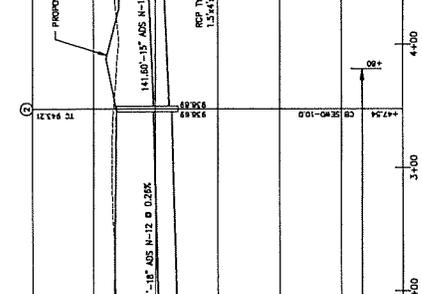
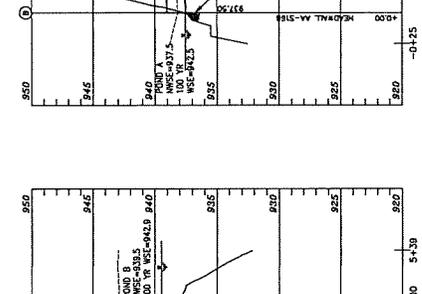
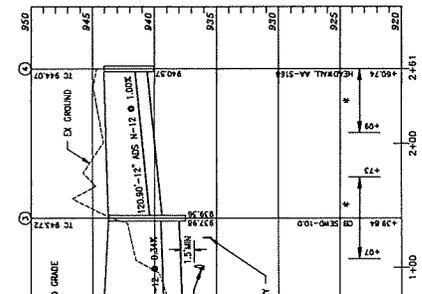
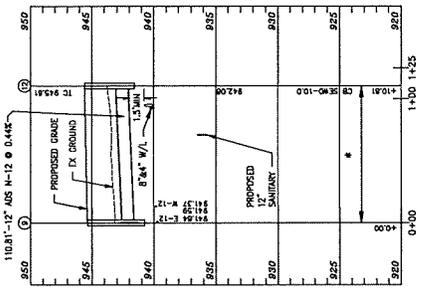












STORM SEWER PROFILES  
 SCALE: HORIZONTAL 1" = 10'-0"  
 VERTICAL 1" = 5'-0"

COMPACTED GRANULAR BACFILL, PER GENERAL  
 NOTE GRIDS, SEE SHEET 2.

REV	DATE	BY	CHKD	DESCRIPTION

PROJECT: STORM SEWER PROFILES  
 WILLLOWBROOK APARTMENTS SITE IMPROVEMENTS  
 DELAWARE, OHIO  
 T&E PROPERTIES

DATE: 07/16/78  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO: 12136-007

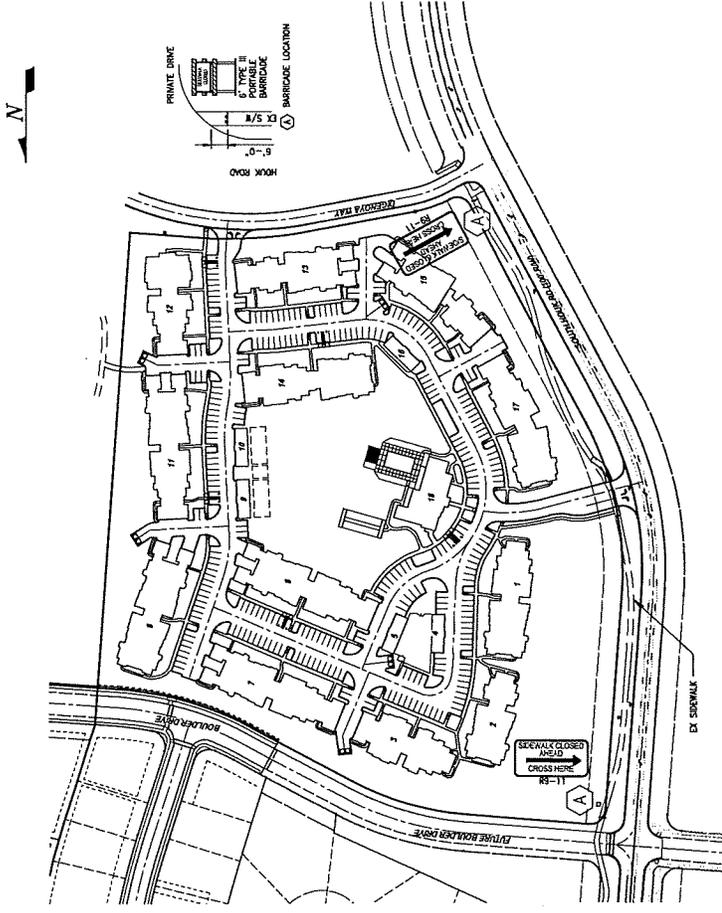
VARO  
 ENGINEERING & ARCHITECTURE  
 12136-007



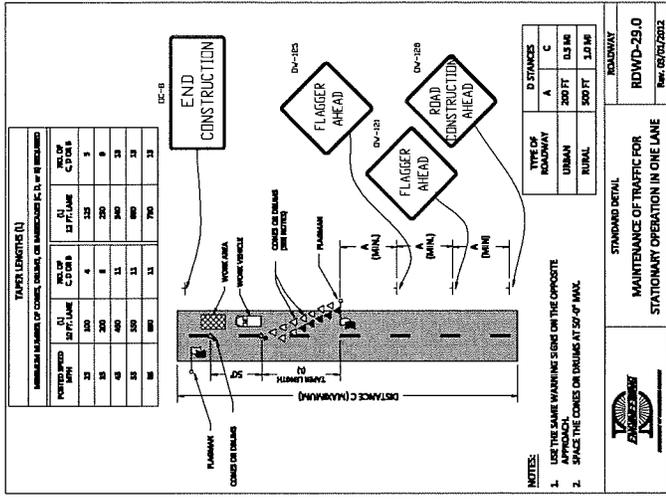








MOT PLAN - PEDESTRIAN  
SCALE: 1" = 100'



- NOTES:
- USE THE SAME WARNING SIGNS ON THE OPPOSITE APPROACH.
  - SPACE THE CONES OR DRUMS AT 50' OF MAX.

STANDARD DETAIL  
**MAINTENANCE OF TRAFFIC FOR  
 STATIONARY OPERATION IN ONE LANE**  
**RDWD-29.0**  
 DATE: 05/07/2013

TO BE USED DURING CONSTRUCTION OF ENTRANCE DRIVES AT SOUTH HOOK ROAD AND GIDEONIA HWY.

REV/DATE	BY	CHKD	DESCRIPTION

122 MAINTENANCE OF TRAFFIC PLAN  
 WILLOWBROOK APARTMENTS SITE IMPROVEMENTS  
 T&R PROPERTIES  
 DELAWARE, OHIO  
 PROJECT NO: 12136-012



DATE	BY	APP'D	DATE
9/15/18			















**KONTGIANNIS  
& ASSOCIATES**

**ARCHITECTURE  
PLANNING  
DESIGN**

**400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5482**

PHONE: 614.224.3881  
FAX: 614.224.3882  
E-MAIL: info@kga.com

**PROJECT:  
WILLOWBROOK  
APARTMENTS**

**DELAWARE, OHIO  
DRAWING TITLE:  
BUILDING 14/C  
ELEVATIONS**

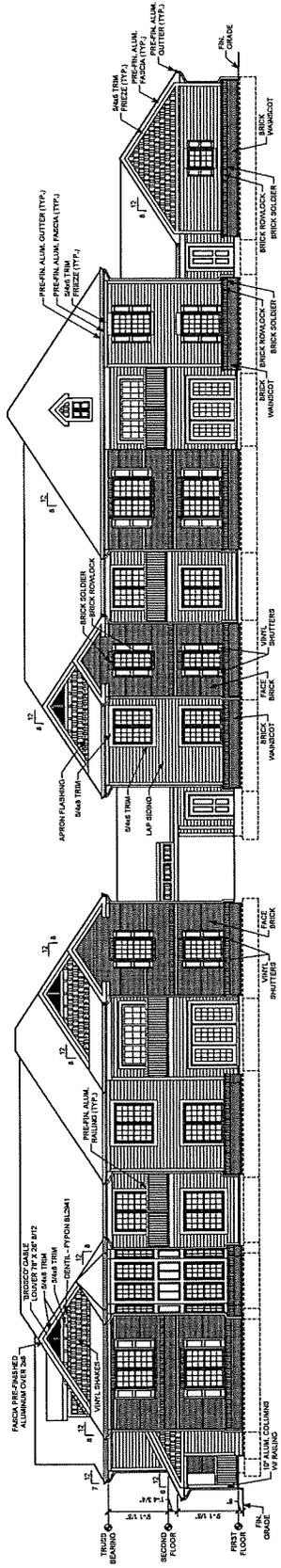
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REVISED:



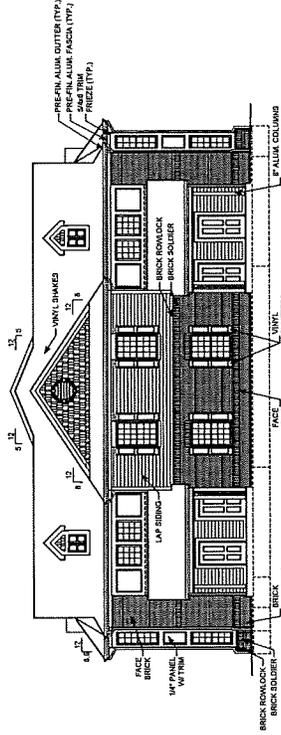
DESIGNED BY: GEORGE J. KONTOGIANNIS  
CHECKED BY: GEORGE J. KONTOGIANNIS  
DATE: 01/03/2018  
PROJECT: WILLOWBROOK APARTMENTS

- ZONING SET: D1020218
- LAYOUT SET
- CONSTRUCTION SET

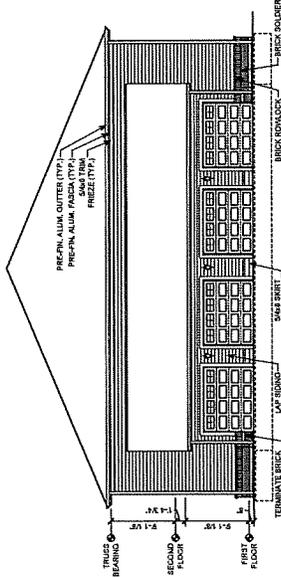
**A6-6**



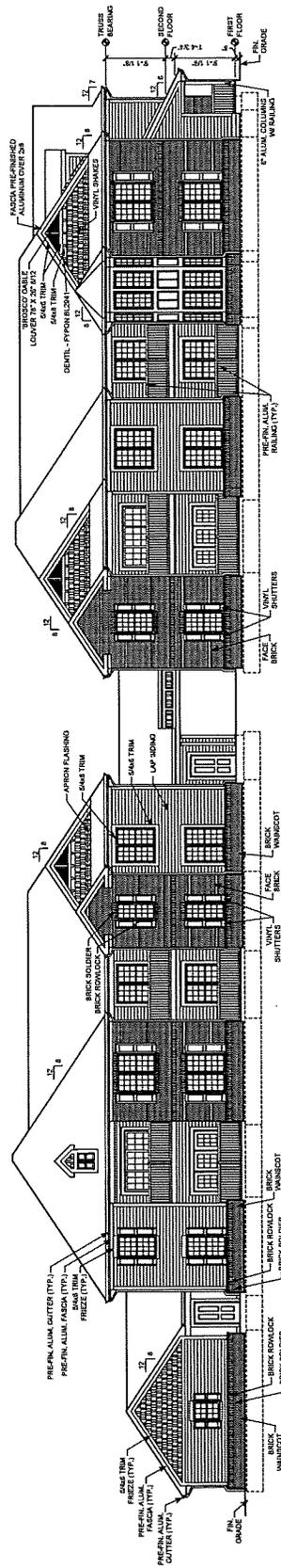
**BLDG 14/C SOUTH ELEVATION (D)**  
SCALE: 1/8" = 1'-0"



**BLDG 14/C WEST ELEVATION (B)**  
SCALE: 1/8" = 1'-0"



**BLDG 14/C EAST ELEVATION (C)**  
SCALE: 1/8" = 1'-0"



**BLDG 14/C NORTH ELEVATION (A)**  
SCALE: 1/8" = 1'-0"









**KONTIGIANNIS  
& ASSOCIATES**  
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PLANNING  
DESIGN

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FAX: 614-224-2883  
E-MAIL: ARCHITECT@KONTIGIANNIS.COM

PROJECT:  
**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO  
DRAWING TITLE:  
**BUILDING PLANS  
BUILDING**

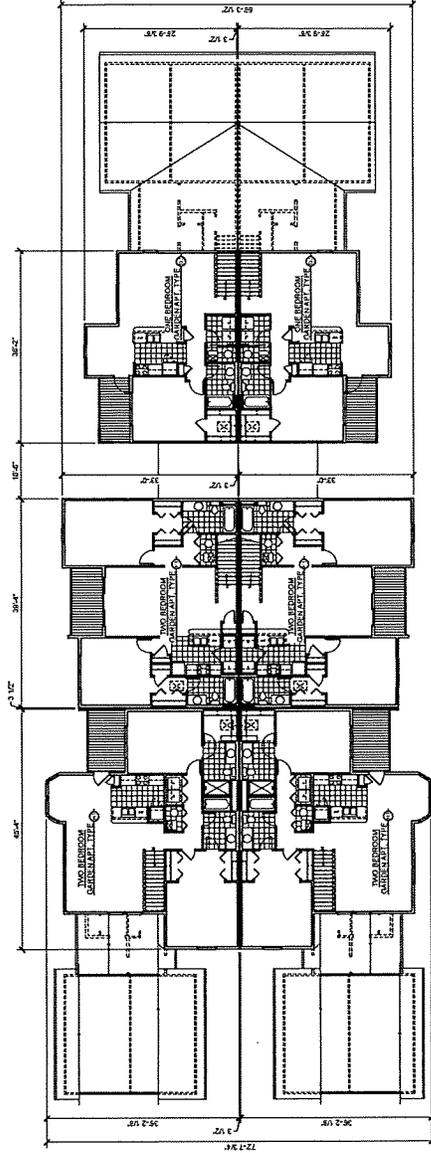
DATE: 01/02/2018  
REVISION:



DESIGNED BY: GEORGE KONTIGIANNIS  
DRAWN BY: GEORGE KONTIGIANNIS & ASSOCIATES

- CONNING SET: 1/18/2018
- BID SET
- PERMIT SET
- CONSTRUCTION SET

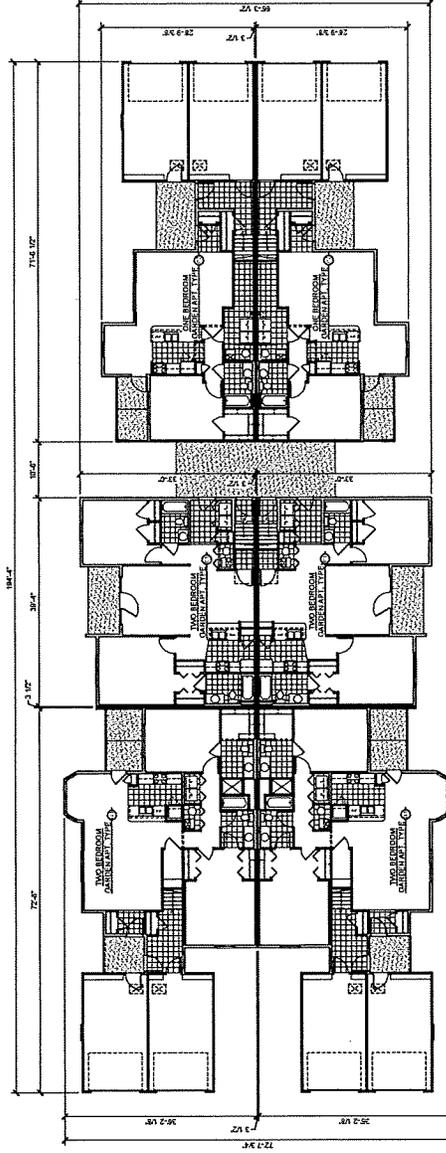
**A1-1**



**SECOND FLOOR PLAN - BUILDING**

TOTAL GROSS AREA OF 2ND FLOOR = 6,586 SQ. FT.

SCALE: 3/32" = 1'-0"



**FIRST FLOOR PLAN - BUILDING**

TOTAL GROSS AREA OF 1ST FLOOR = 9,277 SQ. FT.

SCALE: 3/32" = 1'-0"



TOTAL GROSS AREA FOR BUILDING 13A = 15,867 SQ. FT.





**KONTIGIANNIS  
& ASSOCIATES**  
ARCHITECTURE  
PLANNING  
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FAX: 614.224.2083  
E-MAIL: arch@kga.com

PROJECT:

**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO

DRAWING TITLE:  
**BUILDING PLANS  
BUILDING**

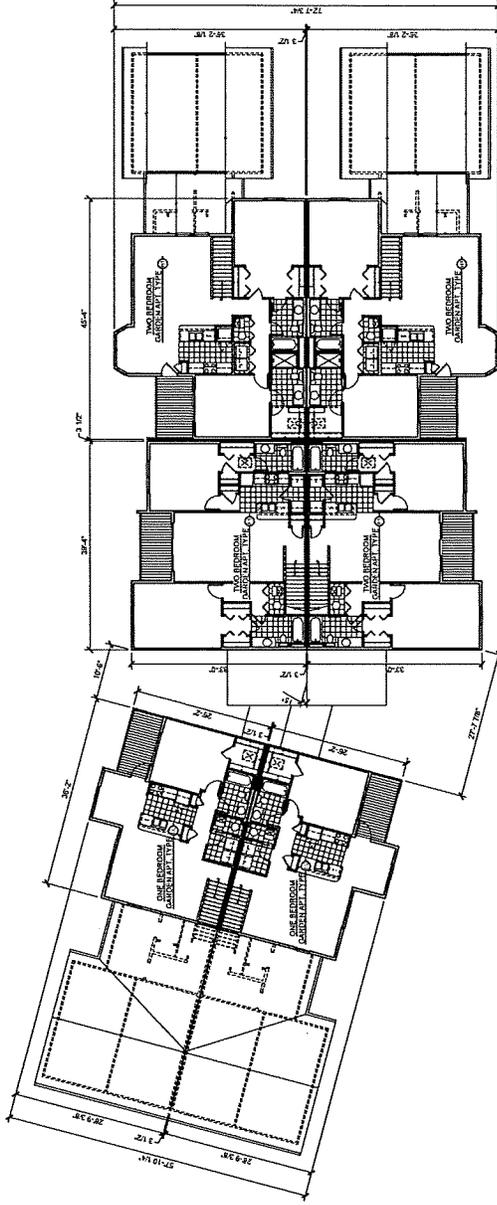
DATE: 01/02/2018  
REVISED:



DESIGNED BY: GEORGE KONTIGIANNIS  
DRAWN BY: GEORGE KONTIGIANNIS  
CHECKED BY: GEORGE KONTIGIANNIS  
DATE: 01/02/2018

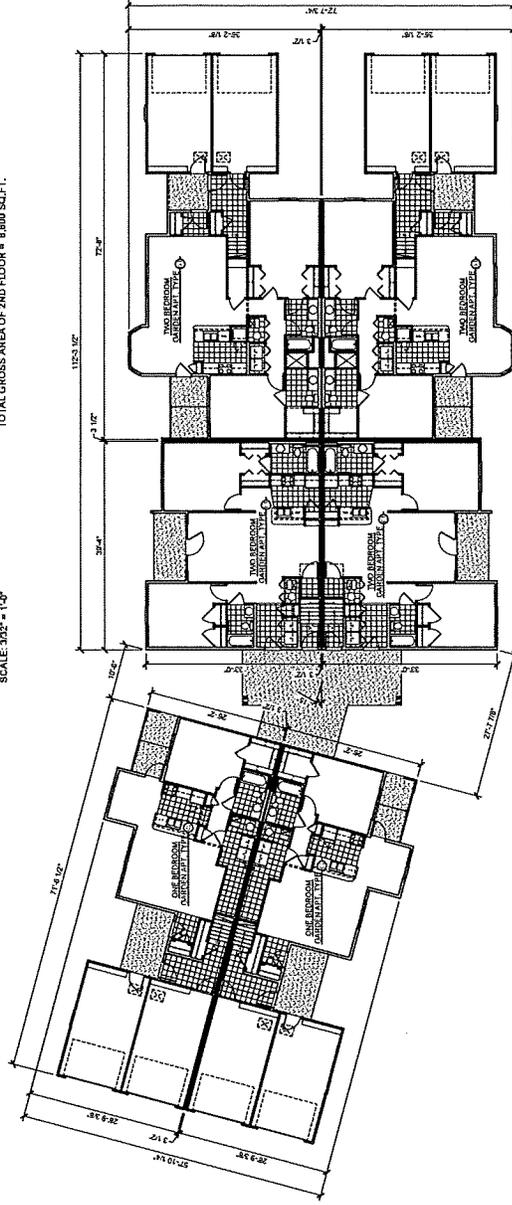
- ZONING SET (2/12/2018)
- BID SET
- CONTRACT SET

**A1-3**



**SECOND FLOOR PLAN - BUILDING**

SCALE: 3/32" = 1'-0"  
TOTAL GROSS AREA OF 2ND FLOOR = 8,800 SQ.FT.



**FIRST FLOOR PLAN - BUILDING**

SCALE: 3/32" = 1'-0"  
TOTAL GROSS AREA OF 1ST FLOOR = 8,377 SQ.FT.

TOTAL GROSS AREA FOR  
BUILDING 15/62 = 15,877 SQ.FT.





**KONTOGIANNIS & ASSOCIATES**  
 ARCHITECTURE  
 PLANNING  
 DESIGN

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 43215-5492

PHONE: 614-224-2003  
 FAX: 614-224-2748  
 EMAIL: info@kntogian.com

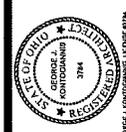
PROJECT:

**WILLOWBROOK  
 APARTMENTS**

DELAWARE, OHIO

DRAWING TITLE:  
**BUILDING PLANS  
 BUILDING**

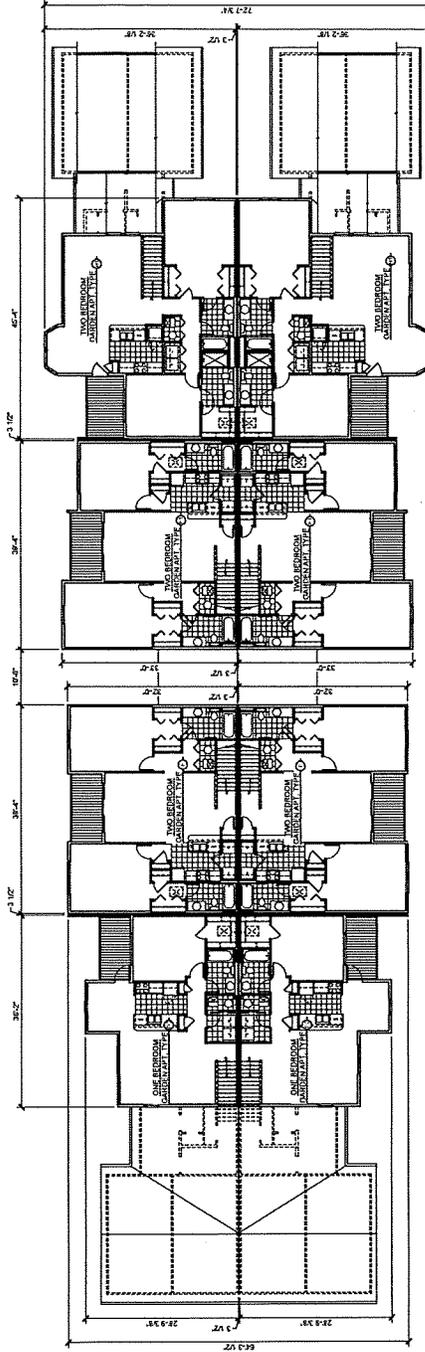
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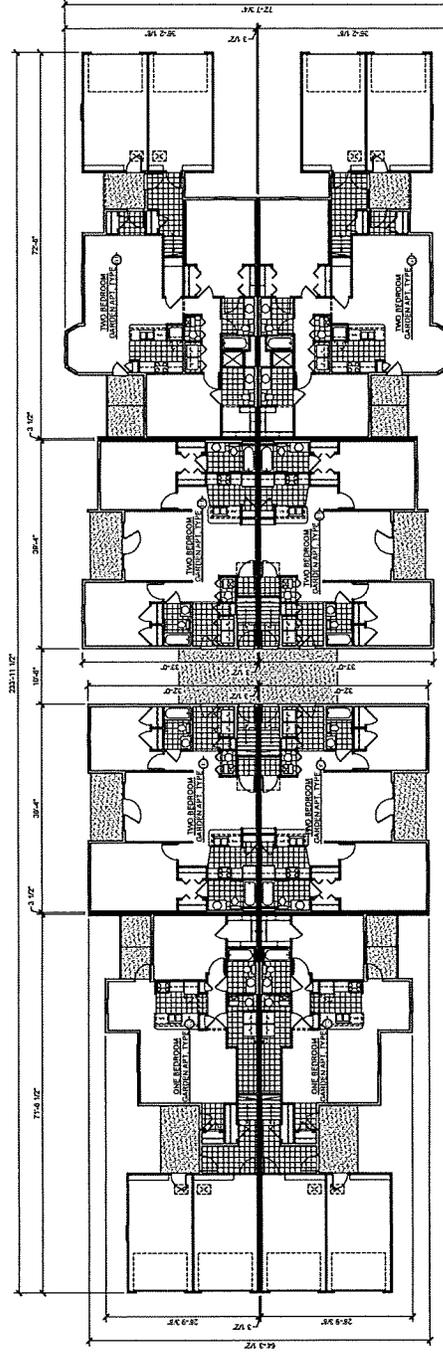
DESIGNED BY: GEORGE J. KONTOGIANNIS & ASSOCIATES  
 CHECKED BY: GEORGE J. KONTOGIANNIS & ASSOCIATES  
 DATE: 01/07/2018

- ZONING SET: 010202018
- 1. PERMIT SET
  - 2. CONSTRUCTION SET

**A1-4**



**SECOND FLOOR PLAN - BUILDING 1 & 2**  
 SCALE: 3/32" = 1'-0"  
 TOTAL GROSS AREA OF 2ND FLOOR = 8,808 SQ.FT.



**FIRST FLOOR PLAN - BUILDING 1 & 2**  
 SCALE: 3/32" = 1'-0"  
 TOTAL GROSS AREA OF 1ST FLOOR = 11,785 SQ.FT.



TOTAL GROSS AREA FOR BUILDING 618 = 20,793 SQ.FT.



**KONTOGIANNIS & ASSOCIATES**

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43215-5492

PHONE 614-242-0383  
FAX 614-242-0384  
E-MAIL [info@kontogiannis.com](mailto:info@kontogiannis.com)

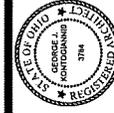
PROJECT:

**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO

DRAWING TITLE:  
**BUILDING PLANS  
BUILDING**

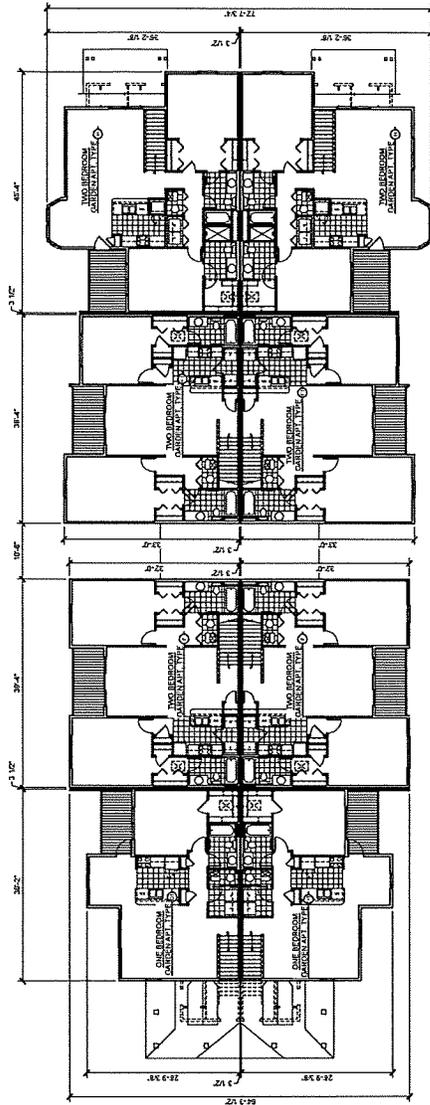
DATE: 01/02/2018  
REVISED:



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- ZONING SET (OVERLAYS)
- 01D - 3/17/17
- 02D - 3/17/17
- 03D - 3/17/17
- 04D - 3/17/17
- 05D - 3/17/17
- 06D - 3/17/17
- 07D - 3/17/17
- 08D - 3/17/17
- 09D - 3/17/17
- 10D - 3/17/17
- 11D - 3/17/17
- 12D - 3/17/17
- 13D - 3/17/17
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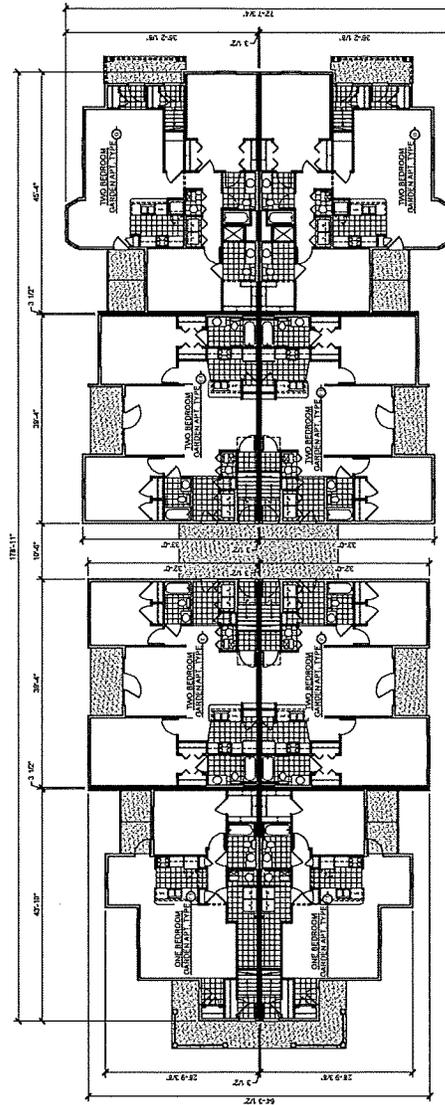
**A1-5**



**SECOND FLOOR PLAN - BUILDING**

TOTAL GROSS AREA OF 2ND FLOOR = 8,988 SQ. FT.

SCALE: 3/32" = 1'-0"



**FIRST FLOOR PLAN - BUILDING**

TOTAL GROSS AREA OF 1ST FLOOR = 9,293 SQ. FT.

SCALE: 3/32" = 1'-0"



TOTAL GROSS AREA FOR BUILDING (1B1) = 18,281 SQ. FT.







**KONTOGIANNIS & ASSOCIATES**

ARCHITECTURE  
PLANNING  
DESIGN

400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE: 614.224.2003  
FAX: 614.224.2004  
EMAIL: arch@kontogiannis.com

PROJECT:

**WILLOWBROOK  
APARTMENTS**

DELAWARE, OHIO

DRAWING TITLE:  
**BUILDING PLANS  
BUILDING**

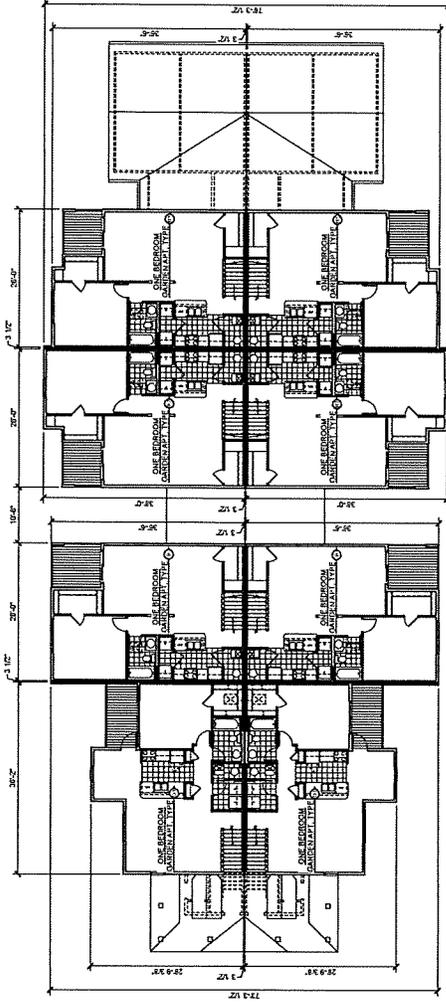
DATE: 01/02/2018  
REVISED:



GEORGE J. KONTOGIANNIS LICENSE #3784  
REGISTERED PROFESSIONAL ENGINEER  
MECHANICAL / PLUMBING & ASSOCIATES

- CONNING DET. 01/02/2018
- BIP-167
- REPAIR SET
- CONSTRUCTION SET

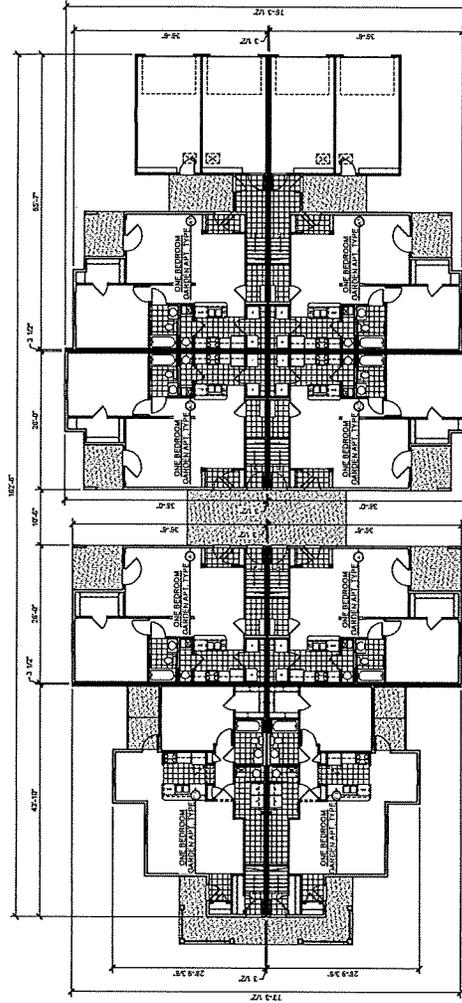
**A1-8**



**SECOND FLOOR PLAN - BUILDING**

TOTAL GROSS AREA OF 2ND FLOOR = 7,032 SQ. FT.

SCALE: 3/32" = 1'-0"



**FIRST FLOOR PLAN - BUILDING**

TOTAL GROSS AREA OF 1ST FLOOR = 8,426 SQ. FT.

SCALE: 3/32" = 1'-0"



TOTAL GROSS AREA FOR  
BUILDING 310 = 15,458 SQ. FT.



KONTOGIANNIS & ASSOCIATES

ARCHITECTURE  
PLANNING  
DESIGN

400 SOUTH FIFTH ST  
SUITE 400  
COLUMBUS, OHIO  
43215-5492

PHONE 614-274-2083  
FAX 614-274-2083  
EMAIL: info@kontogiannis.com

PROJECT:

WILLOWBROOK  
APARTMENTS

DELAWARE, OHIO

DRAWING TITLE:  
BUILDING PLANS  
BUILDING (12)

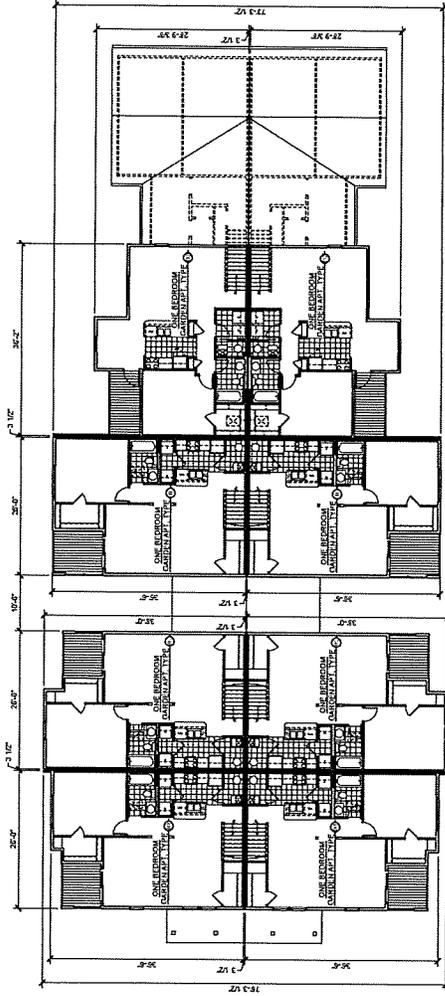
DATE: 01/09/2018  
REVISED:



DESIGNED BY: GEORGE KONTOGIANNIS  
DRAWING DATE: 01/09/2018  
LICENSE NO.: 3784

- DESIGN SET (01/09/2018)
- BID SET
- PERMIT SET
- CONSTRUCTION SET

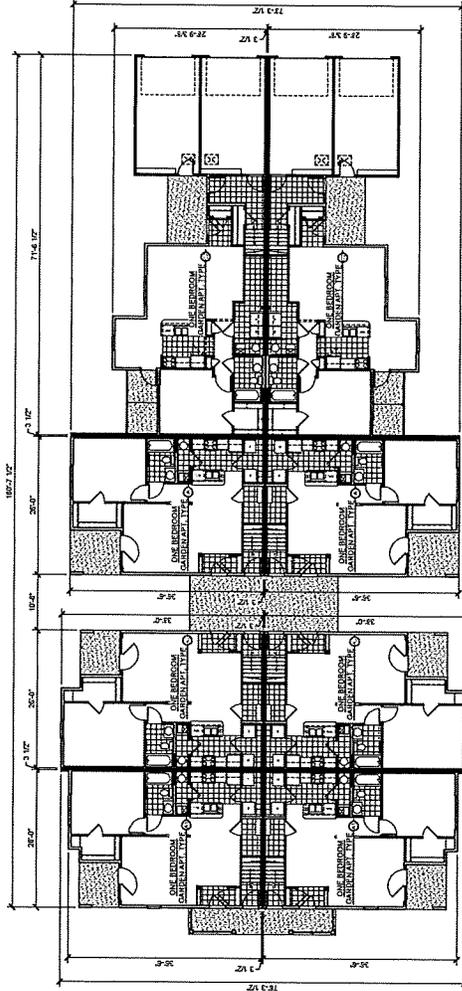
A1-9



SECOND FLOOR PLAN - BUILDING (12)

TOTAL GROSS AREA OF 2ND FLOOR = 7,032 SQ. FT.

SCALE: 3/32" = 1'-0"



FIRST FLOOR PLAN - BUILDING (12)

TOTAL GROSS AREA OF 1ST FLOOR = 8,450 SQ. FT.

TOTAL GROSS AREA FOR  
BUILDING 12(D) = 15,482 SQ. FT.

SCALE: 3/32" = 1'-0"







## FACT SHEET

---

AGENDA ITEM NO: 12

DATE: 03/26/2018

ORDINANCE NO: 18-22

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 FOR MEDROCK LLC APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR MULTI-FAMILY AREA 3 OF THE WILLOWBROOK FARM TRACT FOR A 180 UNIT APARTMENT COMPLEX ON APPROXIMATELY 15.506 ACRES LOCATED ON THE NORTHEAST CORNER OF HOUK ROAD AND DIGENOVA WAY ON PROPERTY ZONED R-6 PUD (MULTI-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT DISTRICT).

**BACKGROUND:**

As a result of the Planning Commission vote to recommend denial, the Charter (Section 104) requires that five affirmative votes of City Council are required to overturn the Planning Commission's recommendation.

See attached staff report.

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Section 1129.05 Final Development Plan requirements of the zoning code.

**COMMITTEE RECOMMENDATION:**

Planning Commission failed to approve this case 7-0 on March 7, 2018.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval

**ATTACHMENT(S)**

See attached

ORDINANCE NO. 18-22

AN ORDINANCE FOR MEDROCK LLC APPROVING A COMBINED PRELIMINARY AND FINAL DEVELOPMENT PLAN FOR MULTI-FAMILY AREA 3 OF THE WILLOWBROOK FARM TRACT FOR A 180 UNIT APARTMENT COMPLEX ON APPROXIMATELY 15.506 ACRES LOCATED ON THE NORTHEAST CORNER OF HOUK ROAD AND DIGENOVA WAY ON PROPERTY ZONED R-6 PUD (MULTI-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT DISTRICT).

WHEREAS, the Planning Commission at its meeting on March 7, 2018 failed to recommend approval of a Combined Preliminary and Final Development Plan for multi-family Area 3 of the Willowbrook Farm Tract for a 180 unit apartment complex on approximately 15.506 acres located on the northeast corner of Houk Road and DiGenova Way on property zoned R-6 PUD (Multi-Family Residential District with a Planned Unit Development) (PC Case 2018-0027) and

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

SECTION 1. That the Council of the City of Delaware overturns the recommendation of denial by the Planning Commission and that the Combined Preliminary and Final Development Plan for multi-family Area 3 of the Willowbrook Farm Tract for a 180 unit apartment complex on approximately 15.506 acres located on the northeast corner of Houk Road and DiGenova Way on property zoned R-6 PUD (Multi-Family Residential District with a Planned Unit Development), is hereby confirmed, approved, and accepted with the following conditions that:

1. The applicant needs to obtain engineering approvals, including any storm water and utility issues that need to be worked out through the Engineering and Utilities Departments. All comments regarding the layout and details of the project are preliminary and subject to modification or change based on the final technical review by the Engineering Department once a complete plan set is submitted for review.
2. The Applicant shall construct the piece of Boulder Dr. from Houk Rd. east to the existing short Boulder Dr. piece that was constructed at the end of Harmony Dr. by the Applicant with the initial phases of the Adalee Park Subdivision. This construction should take place concurrent with any site development should the Willowbrook Apartment

- applications be approved and the project advance to construction. The next phase of Boulder Drive to the east of this point would then be considered as part of the appropriate future phase of the Adalee Park development. However, should the Willowbrook Apartments in question not advance to approval and construction then the entire length of Boulder Dr. beginning at Houk Rd. and continuing eastward might need to be constructed with the appropriate future phase of Adalee Park to provide access for that development to Houk Road to be determined if and when that future case(s) may come forward.
3. The proposed apartment buildings shall achieve compliance with the design standards of the approved development text and the submitted Final Development Plan. Any limestone on the buildings shall be constructed of Delaware blue vein limestone or equivalent as approved by staff.
  4. The dumpster enclosures shall be constructed as proposed on the Sheet entitled "Trash Enclosure Plan" as submitted by the Applicant on 3/2/18. The wood enclosures and doors shall be painted or stained in a neutral color to compliment the adjacent buildings.
  5. A proposed mound at the same height and undulation with the same tree mix of deciduous and evergreen trees and shall be installed along Houk Road to be consistent with the existing mounding north of this site to achieve compliance with the approved mounding and landscape plan of the entire Houk Road corridor of the Willowbrook Farms development and to ensure adequate site distance is achieved.
  6. A 2 to 3 foot high undulating mound shall be installed along DiGenova Way to supplement the proposed street and front yard trees on the landscape plan.
  7. A continuous minimum 5 to 6 foot high mound with minimum 6 foot high evergreen trees, planted in a staggered row configuration, at installation shall be installed along the northern property line to provide a continuous screen to adjacent to single family subdivision (Adalee Park) All landscape plans shall be reviewed and approved by the Shade Tree Commission.
  8. Any ground signage shall achieve compliance with the minimum zoning code requirements and adopted Gateways and Corridor Plan.
  9. The private street names shall be submitted and approved by the City and other appropriate agencies.
  10. The entire development shall achieve compliance with the Fire Department and Public Works development final requirements after the final review is complete.
  11. The entire development shall subscribe to City refuse collection and achieve compliance with all Public Works requirements.

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: \_\_\_\_\_, 2018

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

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

\_\_\_\_\_  
MAYOR



## FACT SHEET

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AGENDA ITEM NO: 13

DATE: 03/26/2018

ORDINANCE NO: 18-24

RESOLUTION NO:

READING: FIRST

PUBLIC HEARING: NO

---

TO: Mayor and Members of City Council

FROM: R. Thomas Homan, City Manager

VIA: David Efland, Planning and Community Development Director

---

**TITLE OF PROPOSED ORDINANCE/RESOLUTION:**

AN ORDINANCE GRANTING AN APPEAL OF A DENIAL OF A CERTIFICATE OF APPROPRIATENESS FOR THE REQUEST BY BUNS RESTAURANT LLC FOR REINSTATING STOREFRONT ENTRANCES AT 49 NORTH SANDUSKY STREET WHICH IS ZONED B-2 (CENTRAL BUSINESS DISTRICT) AND LOCATED IN THE DOWNTOWN CORE SUB-DISTRICT OF THE DOWNTOWN HISTORIC DISTRICT OVERLAY.

**BACKGROUND:**

This item comes to Council as an appeal of a Historic Preservation Commission denial of a Certificate of Appropriateness. Under Section 1190.08 of the Zoning Code the vote, which was 1(for)-5(against), is appealable to City Council. The Applicant as exercised his right to an appeal. For additional information see attached Staff report. In summary of actions to date:

- (1) Staff had recommended approval of the proposed reinstatement of the door to (in summary) separate the upper story entrance from the ground floor entrance while not precluding the ability to perform a full storefront rehabilitation in the future. Utilizing the same materials, colors, and design as the existing door would allow the new door to be in conformance with the existing door design, all be it a store front that has not been fully rehabilitated since the circa 1950's-1970's store front.
- (2) The Historic Preservation Commission (HPC) determined that the

proposal did not meet the Design Review Guidelines nor did the proposal qualify for one (or more) of the substantial economic hardship or unusual circumstance elements given in Section 1190.06(d)(2) to substantiate an approval.

- (3) The Applicant subsequently has filed an appeal to City Council as is their right given under Section 1190.08. This was filed in a timely manner by the applicant and thus the case is now set before the City Council for review and determination.

In this case, the store front was significantly altered from its circa 1900's (the 'original' store front) front to a bare aluminum store front (common to the times) in the 1950's and again in approximately the 1960's or 1970's as far as can be established by photographs. The circa 1950's changes removed many of the original elements of the front, unfortunately, as well. One item removed was the separation of the entryways to the ground floor and the upper stories. The Applicant seeks to restore this separation while adding a door to the upper story stairwell entrance. Originally, this stairwell was separate but was an open stairway down to the sidewalk as can be clearly seen in photographs. Allowing the proposal could be viewed as enhancing safety by allowing the historic separation of the two entryways even while the doors would continue the circa mid-century look and design. The Applicant has been clear to this point that a full store front rehabilitation is not economically feasible at this time.

City Council has the authority to hear the case and apply the Architectural Guidelines and/or determine if a substantial economic hardship exists or special circumstance exists. City Council could also determine that it reaches the same conclusion as HPC.

Therefore, Staff recommends that City Council carefully consider the Staff report, the Applicant's proposal, and the HPC decision and utilize Section 1190.06(d)(2) to judge the case on its own merits. City Council could find that special circumstances exist, that the proposal meets the guidelines, and/or that an economic hardship exists in order to overturn the decision of the HPC and grant the COA as proposed. City Council could also impose any conditions of approval that it sees fit. One such condition could be to require the applicant to paint the entire existing and proposed aluminum storefront a darker color such as brown or bronze which would de-emphasize the 1950's aluminum component while representing minimal cost should the doors be approved.

**DECISION CRITERIA** - Section 1190.06(d) is as follows:

- (2) In ruling upon a certificate application, the HPC shall take into account the following:
  - A. The adherence of the environmental change to the historic district's

- adopted standards and guidelines; and
- B. The effect of the HPC 's decision upon the applicant. The following criteria shall be used for all applicants to determine the existence of a substantial economic hardship or unusual and compelling circumstances:
1. Substantial economic hardship:
    - i. Denial of a certificate shall result in a substantial reduction in the economic value of the property.
    - ii. Denial of certificate shall result in a substantial economic burden on the applicant because the applicant cannot reasonably maintain the property in its current form.
    - iii. No reasonable alternative exists consistent with the architectural standards and guidelines for the property.
  2. Unusual and compelling circumstances:
    - i. The property has little or no historical or architectural significance.
    - ii. The property cannot be reasonably maintained in a manner consistent with the pertinent architectural standards and guidelines.
    - iii. No reasonable means of saving the property from deterioration, demolition or collapse other than applicant's proposal exists.

A simple majority vote of City Council is required to overturn a decision of the Commission (1190.08(b)).

**REASON WHY LEGISLATION IS NEEDED:**

To achieve compliance with Section 1190.08(b) APPEALS requirement of the zoning code.

**COMMITTEE RECOMMENDATION:**

Historic Preservation Commission denied this case at its February 28, 2018 meeting by a vote of 1 for and 5 against.

**FISCAL IMPACT(S):**

N/A

**POLICY CHANGES:**

N/A

**PRESENTER(S):**

David Efland, Planning and Community Development Director

**RECOMMENDATION:**

Staff recommends approval as originally submitted with the conditions noted in the ordinance. Additionally, Staff recommends that City Council carefully weigh all facts and the decision of the HPC against the criteria listed in Section 1190.06(d)(2) in making a decision. Consideration should be given to requiring painting of the aluminum store front elements to a darker color.

**ATTACHMENT(S)**

Appeal Request

HPC 2018-0272 Certificate of Action

HPC 2018-0272 Staff Report

ORDINANCE NO. 18-24

AN ORDINANCE GRANTING AN APPEAL OF A DENIAL OF A CERTIFICATE OF APPROPRIATENESS FOR THE REQUEST BY BUNS RESTAURANT LLC FOR REINSTATING STOREFRONT ENTRANCES AT 49 NORTH SANDUSKY STREET WHICH IS ZONED B-2 (CENTRAL BUSINESS DISTRICT) AND LOCATED IN THE DOWNTOWN CORE SUB-DISTRICT OF THE DOWNTOWN HISTORIC DISTRICT OVERLAY.

WHEREAS, the Historic Preservation Commission at its meeting on February 28, 2018 denied a Certificate of Appropriateness by a vote of 1 for and 5 against the request by Buns Restaurant LLC for reinstating storefront entrances at 49 North Sandusky Street, which is zoned B-2 (Central Business District) and located in the Downtown Core Sub-district of the Downtown Historic District Overlay.

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

SECTION 1. That the Certificate of Appropriateness application by Buns Restaurant LLC for the reinstatement of storefront entrances at 49 North Sandusky Street which is zoned B-2 (Central Business District) and located in the Downtown Core Sub-district of the Downtown Historic District Overlay be the same and is hereby confirmed, approved, and accepted with the following conditions:

- 1) This Appeal approval applies only to the project scope described in the submission.
- 2) The Applicant shall adhere to all applicable zoning and building code requirements and Historic District Architectural Standards for this project, with the exception of the storefront window glass and entry door installation materials as described in this Application.

SECTION 2. That in approving the Certificate of Appropriateness for said storefront entrance reinstatement at 49 North Sandusky Street, this Council overturns the decision of the Historic Preservation Commission as provided in Section 1190.08 (b) APPEALS of the City of Delaware Zoning Code finding that the proposal is in conformance with the Architectural Standards for Downtown Delaware as proposed or that a substantial economic hardship or unusual and compelling circumstances exist to grant the COA as given in Section 1190.06(d)(2).

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

VOTE ON RULE SUSPENSION:

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

PASSED: \_\_\_\_\_, 2018

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

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

\_\_\_\_\_  
MAYOR

**From:** Buns <bunsrestaurant@frontier.com>  
**Sent:** Friday, March 09, 2018 3:49 PM  
**To:** David M. Efland  
**Cc:** Elaine McCloskey; Darren Shulman; Dianne Guenther; R Thomas Homan  
**Subject:** Re: 49 North Sandusky

---

\*\*\*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.\*\*\*

Thank you David,  
Dianne had a great presentation on the plans for the 2nd door for that building. At this point, I do not have any further information. I will be out of town next week but if there are any updates on my end I'll let you know as soon as I can.

Thank you,  
Vasili Konstantinidis

Sent from my iPad

> On Mar 9, 2018, at 3:38 PM, David M. Efland <[defland@delawareohio.net](mailto:defland@delawareohio.net)> wrote:  
>  
> Thanks Vasili. I have received your request for appeal within the required 30 day timeframe. We will work with you to find an available Council agenda upon which the appeal can be placed.  
>  
> If there is any other information or written material you wish to prepare as a result for City Council to consider please take the next week or so to do so. The Clerk of Council (Elaine McCloskey copied here) will let you know when the item is to be placed on the agenda so you can ensure your attendance at the meeting. If there are dates coming up when you know you cannot attend a meeting of Council please let me or Elaine know so we can plan accordingly.  
>  
> Thank you much for this formal request and we look forward to continuing our good working relationship with you as always.  
>  
> Dianne - please place this within the case file and the Cityworks case file as appropriate.  
>  
> David M. Efland, AICP  
> Director of Planning & Community Development  
>  
> City of Delaware  
> 1 S. Sandusky St.  
> Delaware, OH 43015  
> [www.delawareohio.net](http://www.delawareohio.net)  
> 740-203-1600 - Phone  
> 740-203-1699 - FAX  
>  
>  
> Home of Ohio Wesleyan University  
> An Ohio Main Street Community - Main Street Delaware MONEY Magazine -

- > 100 Best Places to Live in America 2017.
- > Forbes Top 10 "Best Places to Raise a Family"
- > An AARP "Livable Community"

>  
>  
>

> -----Original Message-----

> From: Buns [<mailto:bunsrestaurant@frontier.com>]

> Sent: Friday, March 09, 2018 3:33 PM

> To: David M. Efland

> Subject: 49 North Sandusky

>  
>

> \*\*\*ATTENTION: This email came from an external source. Do not open  
> attachments or click on links from unknown senders or unexpected  
> emails.\*\*\* \_\_\_\_\_

>  
>

> Dear Mr Efland,

> This email is to serve as an appeal to the decision made by HPC regarding 49 North Sandusky. The building will include upstairs apartments that do not exist at the moment. I feel the 2nd door I am requesting is for the future tenants and their safety plus allowing a store front to not be disturb by these tenants. I would like to be placed on the agenda with City Council at the earliest convenience.

>

> Respectfully

> Vasili Konstantinidis

>

> Sent from my iPad

>

> \_\_\_\_\_

>

> This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.



**CITY OF DELAWARE HISTORIC PRESERVATION COMMISSION ACTION  
CERTIFICATE OF ACTION  
CASE NO. 2018-0272 – 49 North Sandusky Street Storefront Entrances**

**Certificate Date:** February 28, 2018

**Case Number:** HPC 2018-0272

**Applicant:** Buns Restaurant LLC, 12 West Winter Street, Delaware, OH 43015

**Request:** A request by Buns Restaurant LLC for a Certificate of Appropriateness for reinstating storefront entrances at 49 North Sandusky Street.

**Exhibits Provided:**

1. Staff Report dated 2/28/2018 and all attachments
2. Certificate of Appropriateness Application and all attachments

**Staff Recommendation:** Staff recommends approval of the request by Buns Restaurant LLC for a Certificate of Appropriateness for, with the following Condition that: 1) Applicant shall adhere to Historic District Architectural Standards for this project, with the exception of the storefront window glass and entry door installations as described in this Application (which will match existing materials), and all applicable zoning and building code requirements.

**Commission Action:** On 2/28/2018, the Historic Preservation Commission denied the request for a Certificate of Appropriateness for reinstating storefront entrances at 49 North Sandusky Street as described in this Application.

**Commission Findings:** The Historic Preservation Commission reviewed all exhibits provided and Staff recommendation, and all applicable decision and review criteria given within Chapter 1190 of the Delaware City Zoning Code and determined beyond a reasonable doubt, that the decision criteria and standards for approval of a Certificate of Appropriateness had not been met. Approval was not granted.

**CITY OF DELAWARE HISTORIC PRESERVATION COMMISSION ACTION**

**CERTIFICATE OF ACTION -- CASE NO. 2018-0272**

**Page 2**

**Appeals:** Reference Section 1190.08 of Chapter 1190-Historic District Overlay of the City Codified Ordinances, and as excerpted below:

1190.08. - Appeals.

- (a) Administrative COA Review Decisions: Administrative COA review decisions may be appealed to the HPC. Notice of appeal shall be made within thirty (30) calendar days of the decision date. The appeal shall be heard at the next available HPC meeting that occurs after receipt of a written request to appeal the administrative COA review decision. A simple majority vote of HPC shall be required to overturn a decision of an administrative review.
- (b) Historic Preservation Commission Decisions. A decision made by the HPC to approve, conditionally approve, or deny an application may be appealed to the City Council by the applicant, property owner or any adjoining property owner, including those property owners directly across any public right-of-way. Notice of appeal shall be made within thirty (30) calendar days of the decision to approve, conditionally approve, or deny an application. The appeal shall be heard at the next available Delaware City Council meeting. A simple majority vote of City Council shall be required to overturn a decision of the Commission.
- (c) No building permit or other permit requested shall be issued while the appeal is pending.

(Ord. 11-57. Passed 6-27-11)

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**STAFF SIGNATURE**



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Dianne L. Guenther  
Development Planner

This Certificate of Action is not a permit and does not authorize the commencement of any construction.  
Contact the City of Delaware Inspection Division at 740-203-1600 regarding required permits for this project.  
Retain this Certificate of Action for your project file.

### APPLICANT/OWNERS

Buns Restaurant LLC  
12 West Winter Street  
Delaware, OH 43015

### REQUEST

**2018-0272:** A request by Buns Restaurant LLC for a Certificate of Appropriateness for reinstating storefront entrances at 49 North Sandusky Street which is zoned B-2 (Central Business District) and located in the Downtown Core Sub-District of the Downtown Historic District Overlay.

### LOCATION & DESCRIPTION

The project site is located at 49 North Sandusky Street, on the west side of North Sandusky Street between Winter Street and Central Avenue, in the Downtown Core of the Downtown Historic District Overlay. The properties immediately to the north, south, and east of this parcel lie within the Downtown Core, while the properties immediately to the west lie within the Transitional Sub-District of the Downtown Historic District Overlay. The zoning of the property is B-2 (Central Business District), as are the surrounding properties to the north, south, and east. The properties to its west are zoned B-3 (Community Business District).

### BACKGROUND/PROPOSAL

The building at 49 North Sandusky Street is listed as a contributing building in the Sandusky Street National Register Historic District. The Delaware County Auditor's Office indicates the year built as 1885. However, the Delaware County Historical Society indicates the building was constructed circa 1850 by J. & I. Day and notes the "plain upper window style is a clue to its early construction date." The original cornice remains intact.

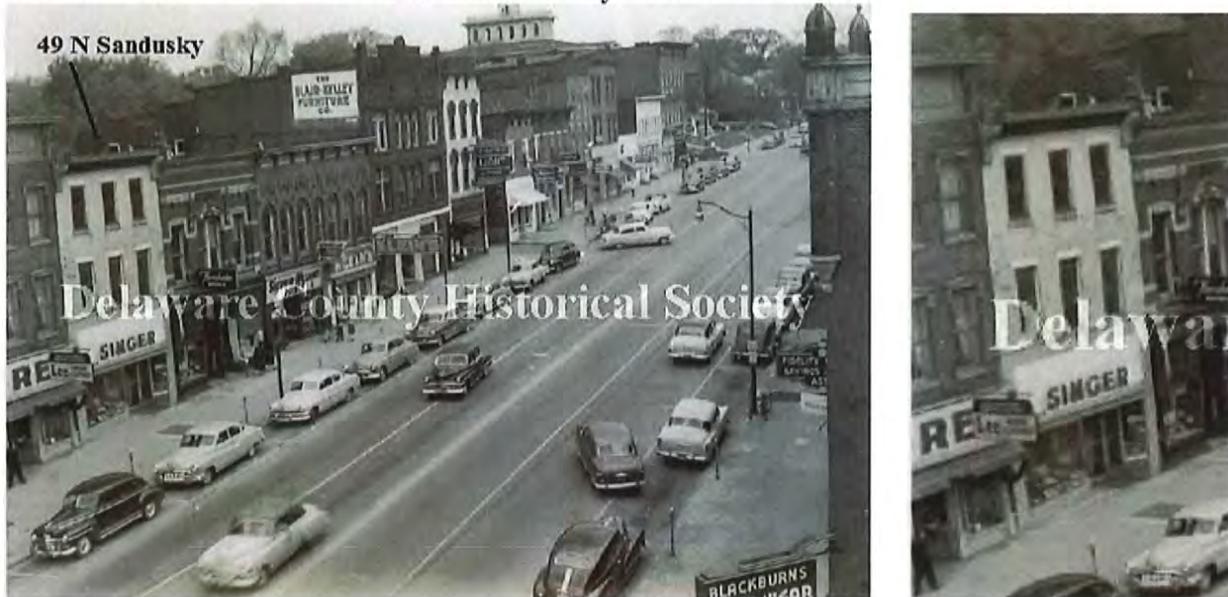
The original storefront, however, has been modified over time and covered with modern materials. A 1950 photograph shows what is more than likely the original storefront configuration. On the north end of the building, between columns, is an open stairwell to the second floor, which exits directly onto the sidewalk. A right-side inset entry door to the storefront is also set between two columns with a transom window and adjacent to a flush storefront window topped by a transom window.

49 North Sandusky Street – Circa 1950



By 1952, a “modern” aluminum storefront was installed which covered the transom windows; eliminated the storefront columns, lintel with corbels and dentils, and stairwell opening; and extended the size of the inset entry to accommodate double aluminum entry doors. (It is speculated the stair to the second floor perhaps was removed at that time, which would have increased the interior retail space to accommodate double entry doors.)

**49 North Sandusky Street – Circa 1952**



(Note: Photograph taken in 1952 looking north on North Sandusky Street from the East Winter Street elevation of the former Delaware Hotel.)

By 1999, it appears the storefront was modified again. One of the entry doors was eliminated and the storefront window display area was extended further north, which again increased the size of the interior retail space. This is the same configuration in place today.

**49 North Sandusky Street – 1999 and 2018**



The building has been occupied by many retail uses since its construction, including: a druggist and an attorney in the 1930s, the Singer Sewing Machine Company in the 1950s, the State Unemployment Office, a coffee and tea store, a furniture store, a communications store, family financial services, and most recently, a family-owned jewelry store which moved to another location in 2017 (Delaware Diamonds). The storefront is currently vacant. The upper floors were also used as retail or office spaces, as well as living units, throughout time and are currently vacant.

The Applicant took ownership of the building in 2004. He has retained an architect and a contractor and is in the process of rehabilitating the second floor into an apartment, which requires the reinstatement of the stairwell to the second floor. The stairwell and stairs are being re-installed in the same location as originally built to exit onto the sidewalk and as defined by the building's original configuration. According to current code standards, the stairs are terminating onto a landing, rather than directly onto the public sidewalk. The current storefront inset entry door is in the precise location to accommodate the reinstated stairway and landing to the second floor. The Applicant is proposing to leave this door intact.

**Current Storefront and  
Reinstated Interior Stair with Landing and Current Storefront Inset Entry Door**



**(Note reinstated stairs behind entry door)**



The reinstated stairwell, however, necessitates creating a new entry door opening into the retail space. Similar to the original entry door arrangement, the Applicant is proposing a storefront entry door immediately adjacent and to the south of the current entry door. The angled storefront window will be reframed and reinstalled at a 90 degree angle to accommodate the new storefront entry door into the retail space. Both entry doors will be contained within the inset area, open outward and opposite of each other, and be 100 percent transparent glass. To help contain costs, the new entry door and any new storefront window glass framing are proposed to be aluminum to match the existing natural aluminum color materials currently in place.

**Existing Storefront Display Window Area**



**Proposed Concept for Modified Storefront Display Window  
With New Entry Door to Retail Space and Reinstated Stairwell Existing Entry Door**



The Applicant is respectfully seeking concurrence from and extends appreciation to HPC regarding the storefront modification to create the retail space entry door and the use of materials to match what is in place to help contain costs, rather than installing a totally new storefront system at this time. In the future, there might be a possibility of a complete rehabilitation, but in the interim, separating the upstairs stairway from the ground floor space is needed.

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**STAFF ANALYSIS**

City Staff is supportive of the proposed plan as presented. The storefront modification does give a nod to the building's original design. The proposed plan will not detract any less from the historic fabric of the district than from what has been in place for many years. The building's overall original 1850s architectural significance and design has been compromised years ago. The cornice and second and third floor windows appear to be of original design; however, the storefront is covered with modern materials with the original design and materials being lost.

The Architectural Standards indicate when undertaking changes to a non-historic storefront on a historic building, the new work shall be designed and constructed to reflect the historic character of the building. The aluminum cladding of replacement windows shall not be a mill finish and/or natural aluminum color. In addition, new entry doors shall be glazed, with at least 50% and not more than 75% glass in area. The Applicant is simply slightly modifying the modern storefront design to gain access and fully utilize the upper floors of the building, and more importantly, to create an entry to gain a separate access to the first floor retail space. The aluminum full glass entry door to the retail space now in place is being re-purposed to serve as the stairwell entry door. A new aluminum full glass entry door proposed for the retail space is to match the current door in place. The aluminum framing needed to widen the inset entryway is to match the storefront window glass framing currently in place.

The Applicant is not in a position to perform a complete storefront modification to 1850s era building design. The "modern" storefront application from 1952, at 66 years of age, is now itself becoming "historic." To contain costs, the proposal appears to be the most practical and most cost-effective in this particular circumstance, while maintaining the general appearance of the building as it has appeared since the 1950s. Staff offers that the proposal presented is the most reasonable alternative that exists for this application and would not be substantial enough to preclude a future complete storefront renovation.

---

**STAFF RECOMMENDATION (HPC 2018-0272) – CERTIFICATE OF APPROPRIATENESS**

Staff recommends approval of the request by Buns Restaurant LLC for a Certificate of Appropriateness for reinstating storefront entrances at 49 North Sandusky Street, which is zoned B-2 (Central Business District) and located in the Downtown Core Sub-District of the Downtown Historic District Overlay, with the following Condition that:

- 1) The Applicant shall adhere to Historic District Architectural Standards for this project, with the exception of the storefront window glass and entry door installations as described in this Application, and all applicable zoning and building code requirements.

**COMMISSION NOTES:**

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**CASE NUMBER:** 2018-0272 \_ 49 North Sandusky Street Storefront Entrances

**MEETING DATE:** February 28, 2018

**PAGE:** 6 of 6

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

*CONDITIONS/MISCELLANEOUS:*

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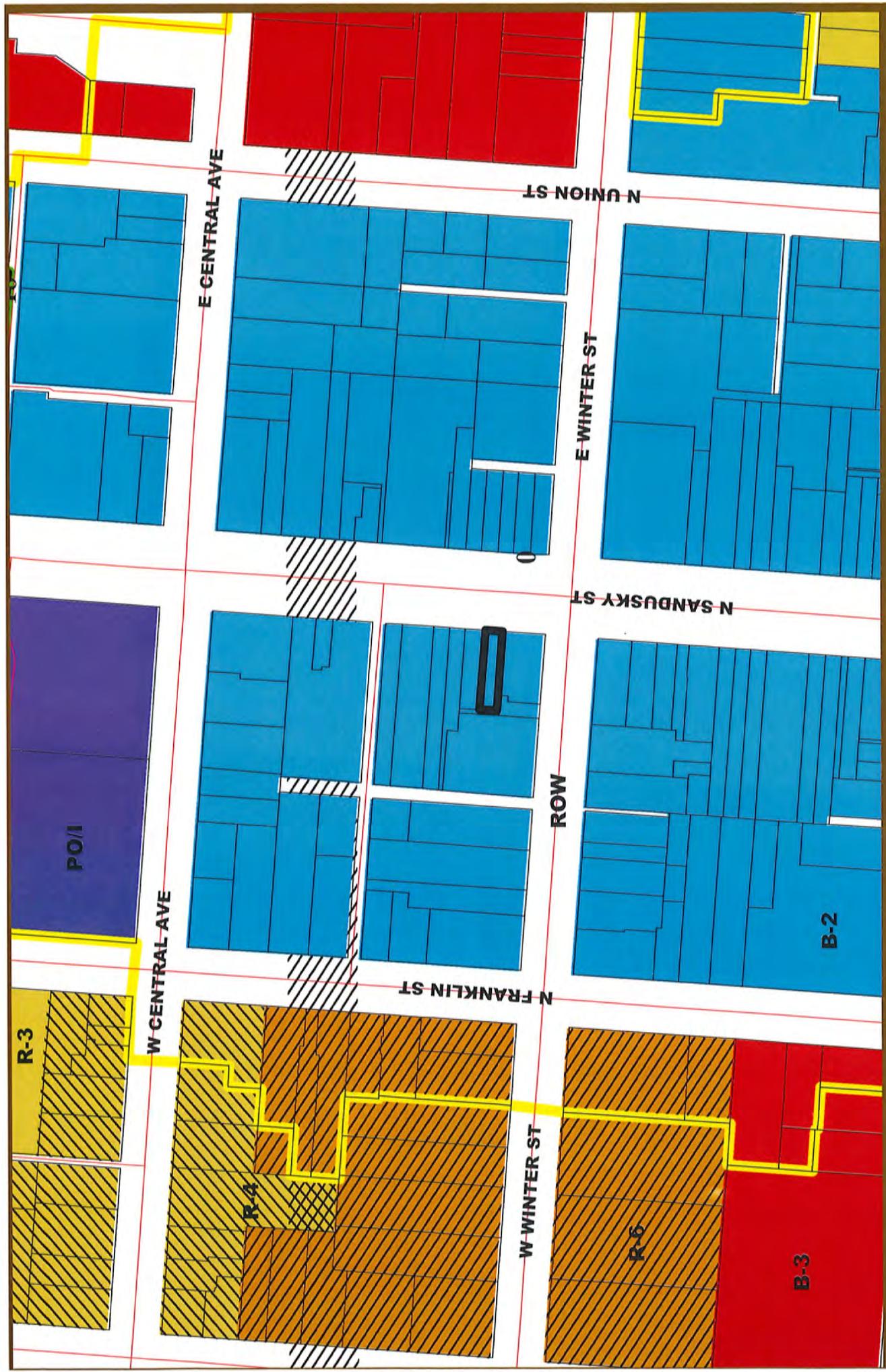
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FILE: PLANNING/HPC CASES/2018 CASES/2018-0272\_49 N SANDUSKY STREET STOREFRONT ENTRANCES  
ORIGINAL: 2/21/2018  
REVISED:



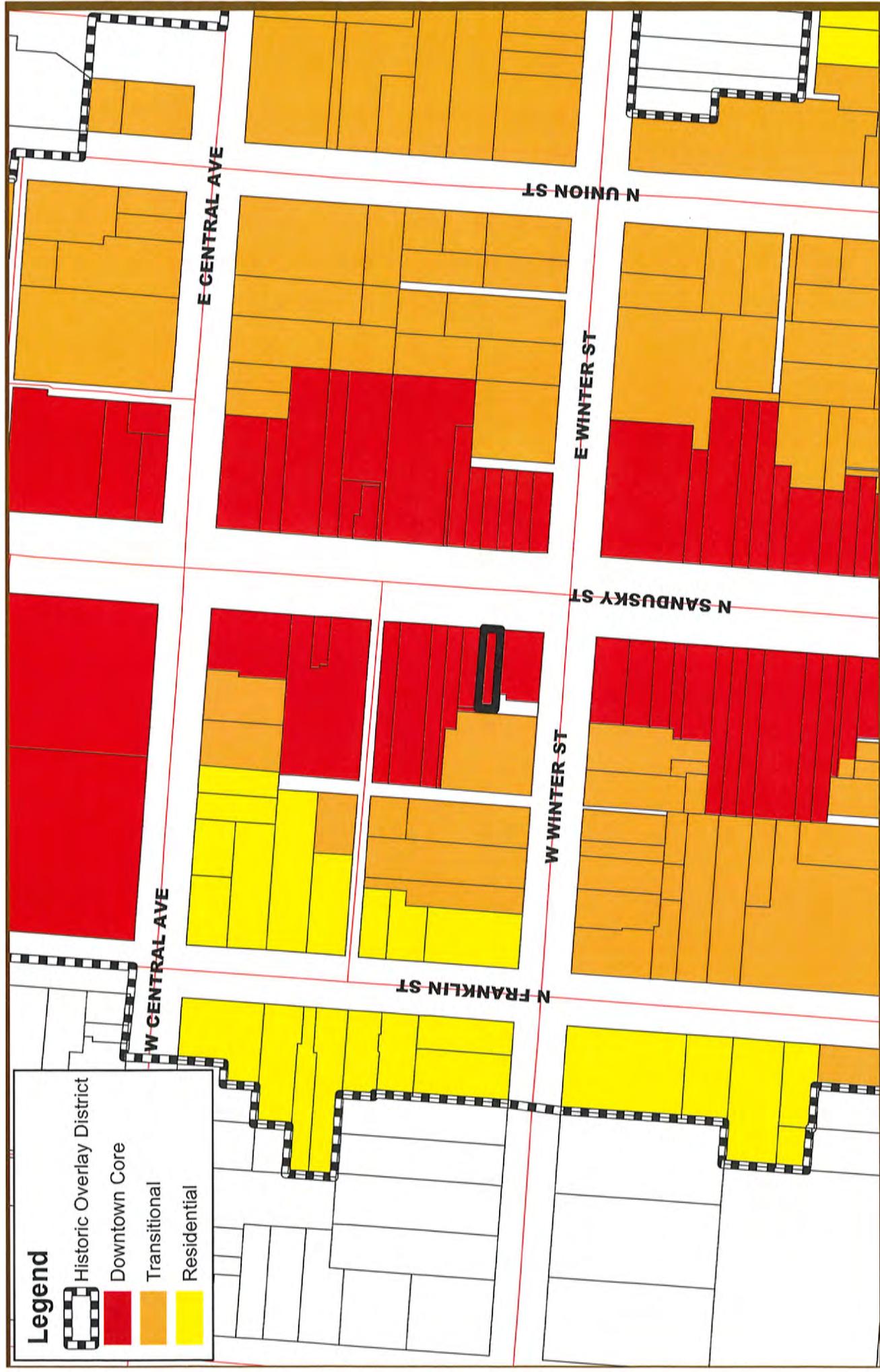
2018-0272  
Certificate of Appropriateness - Storefront & Stairwell Entrances  
49 North Sandusky Street  
Location Map





2018-0272  
 Certificate of Appropriateness - Storefront & Stairwell Entrances  
 49 North Sandusky Street  
 Zoning Map





**Legend**

-  Historic Overlay District
-  Downtown Core
-  Transitional
-  Residential



2018-0272  
 Certificate of Appropriateness - Storefront & Stairwell Entrances  
 49 North Sandusky Street  
 Historic District Map





2018-0272  
Certificate of Appropriateness - Storefront & Stairwell Entrances  
49 North Sandusky Street  
Aerial (2016) Map





CITY OF DELAWARE  
PLANNING & COMMUNITY DEVELOPMENT

FOR STAFF USE ONLY:

2018-0272

Certificate of Appropriateness Application

Historic Subdistrict  Downtown Core  Residential  Transitional

Address 49 N. SANDUSKY ST.

Business name

Applicant Name/Contact Person VASILIOS KONSTANTIDIS Phone 740 363-2867

Address 14 WEST WINTER ST

Email BUNKRESTAURANT@FRONTIER.COM

\*If the Applicant is not the owner of the property, the Property Owner is required to sign the application to authorize proposed changes.

Property Owner VASILIOS KONSTANTIDIS Phone 740-363-2867

Address 14 WEST WINTER ST.

Email

Project Type

- Signs, Graphics or Awnings
- Demolition Permit(s)
- Other
- New Construction
- Exterior Building/Site Alterations (specify):

Work Description (please type or print legibly)

Describe the proposed project in detail, describing materials and colors proposed, including all changes to the building, site or lot. Include all features to be removed, altered, or added and provide a narrative of why the particular type of construction or other environmental changes are being proposed. Indicate all materials to be used. Attach additional sheets as needed.

Add (#) NEW DOOR OPENING TO MATCH ORIGINAL BUILDING DESIGN.

RECEIVED

FEB 14 2018

CITY OF DELAWARE  
PLANNING & COMMUNITY DEV.

**Materials to submit with application:** 1 electronic copy and 12 hard copies if required to appear before HPC Commission.

\*Check made payable to the City of Delaware in the amount of \$50.00

\*Legible Photographs, digital copies or copied from a negative, not photocopied

\*Site Plans showing view from above, plus elevation plans showing the view from front, sides, and rear drawings for new construction, modifications or signs showing *dimensions, setbacks, colors, and specifications* of any window, door, trim, lintel, sign, base, header, or other element to be installed/modified

\*Material samples/manufacturers brochures which show/describe materials to be used

\*Color samples must be provided, such as manufacturer paint chip cards or brochures depicting proposed color selections

\*Interior floor plans, where appropriate

Pursuant to Section 1190.06 (d)(2) (B)(1) + (2) of the Zoning Code.

(X) Variance Explanations: If the Applicant believes that strict application of the Standards and Guidelines for the Historic District will create a substantial economic hardship or that there is an unusual and compelling circumstance, a narrative to support a Variance from, or waiver of, the Code requirements may be submitted. The Variance or waiver shall be granted only if the Commission deems that at least one of the following six (6) criteria is met:

- o There would be substantial economic reduction in the value of the property due to application of the Standards and Guidelines;
- o The property cannot be maintained in its current form and substantial economic burden would result from the application of the Standards and Guidelines;
- o No reasonable alternative exists;
- o The property has little or no historical or architectural significance;
- o The property cannot be reasonably maintained in a manner consistent with Standards and Guidelines; or
- o No reasonable means of saving the property from deterioration, demolition, or collapse exists.

**Deadline:** Applications must be submitted THIRTY (30) DAYS prior to the Historic Preservation Commission meeting.

**Public Notification:** Staff will notify property owners within 150' of the site as required.

**Meeting Date/Time:** 4<sup>th</sup> Wednesday of each month at 7:00 pm in Council Chambers on the second floor of Delaware City Hall, 1 South Sandusky Street, Delaware, OH 43015.

**\*Please Note** the Commission might table the application if the applicant is not present to answer questions.

*Constantinidis*

Signature of Applicant

2/14/18

Date

*SAME*

Signature of Owner (if not the Applicant)

Date

Application Fee \$50.00 Fees Received \$ \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

2/13/18 J.W.



## FEBRUARY FINANCE REPORT

**TO: Members of City Council**  
**FROM: Dean Stelzer, Finance Director**  
**DATE: March 19 2018**

### Reports Included

<u>Page</u>	<u>Reports</u>	<u>Purpose</u>
2	Revenues by Source	This summary compares year-to-date revenues for 2015 to 2014 by source.
3	General Fund	Summary of General Fund budgeted revenues, expenditures and fund balance.
4	Other Operating Funds	Summary of budgeted revenues, expenditures, & fund balances for non-general fund operating funds.
5	Other Funds	Other non-operating funds revenues, expenditures and fund balance.
6	Insurance	Summary of the City's self-funded health insurance costs with comparisons to last year.
7	Income Tax	Monthly income tax collections for last three years. Also includes tax collection projections for remainder of the year.
8	Recreation Levy Summary	Reflects 2016 and total Recreation Levy expenditures by Phase.

### Highlights:

- \* Too early in year to determine any trends

**YTD 2018 Budget Supplementals**

**FINANCE DIRECTOR'S REPORT**

**REVENUES BY SOURCE**

February 28, 2018

	Revenues @ 2/28/18		Revenues @ 2/28/17	% Change
<b>TAXES</b>				
Income Tax	\$ 4,022,884	\$	3,932,183	2.31%
Property Tax	-		812,330	<b>-100.00%</b>
Local Government Fund	108,511		108,947	<b>-0.40%</b>
Hotel/Motel Tax	11,287		7,810	44.52%
Gasoline Taxes	190,110		189,791	0.17%
License Plate Tax	108,276		104,205	3.91%
<b>FEES</b>				
Franchise Fee (cable tv)	\$ 33,505	\$	12,330	171.74%
Parking Meter & Lot Fees	12,499		12,547	<b>-0.38%</b>
Fines/Forfeitures/Court Diversion Fees	18,900		24,815	<b>-23.84%</b>
Impact Fees	162,388		59,593	172.50%
Airport - Fuel	56,186		43,273	29.84%
Cemetery	19,094		24,921	<b>-23.38%</b>
Golf Course	1,491		5,934	<b>-74.87%</b>
<b>REIMBURSEMENTS</b>				
Engineering Fees	\$ 41,769	\$	397,472	<b>-89.49%</b>
Fire/EMS Reimbursement	145,000		347,450	0.00%
Prosecutor Reimbursements	58,765		80,200	<b>-26.73%</b>
Building Permits and Fees	182,130		96,683	88.38%
<b>UTILITY CHARGES</b>				
Water - Meter Charges	\$ 885,732	\$	856,336	3.43%
- Capacity Fees	457,650		161,025	184.21%
Sewer - Meter Charges	1,035,065		1,070,938	<b>-3.35%</b>
- Capacity Fees	436,185		153,472	184.21%
Refuse	586,397		588,278	<b>-0.32%</b>
Storm Sewer	156,981		153,848	2.04%
<b>MUNICIPAL COURT REVENUES</b>	\$ 423,497	\$	676,277	<b>-37.38%</b>

**FINANCE DIRECTOR'S REPORT  
GENERAL FUND REVENUES  
February 28, 2018**

Feb 16.7% of year	Revenues 2/28/2018	2018 Budget	Revenues As % of Budget	Comparative Revenues 2/28/2017	% Change YTD
<b>GENERAL FUND</b>					
Property Tax	0	1,500,000	0.00%	629,224	(100.00%)
City Income Tax	2,175,835	14,787,387	14.71%	2,127,787	2.26%
Other Taxes	0	0	0.00%	0	0.00%
Local Government Fund	108,511	610,000	17.79%	108,947	(0.40%)
Fines and Forfeitures	18,900	140,000	13.50%	24,815	(23.84%)
Engineering Fees	41,769	1,000,000	4.18%	397,472	(89.49%)
Prosecutor Contracts	58,765	285,000	20.62%	80,200	(26.73%)
Parking Meters	5,466	38,000	14.38%	4,855	12.58%
Other Fees and Contracts	7,635	0	0.00%	3,789	101.50%
Liquor Permits	0	45,000	0.00%	12,231	(100.00%)
Franchise Fees	33,505	375,000	8.93%	12,330	171.74%
Licenses & Permits	182,130	725,000	25.12%	96,683	88.38%
Investment Income	46,565	402,000	11.58%	19,971	133.16%
Miscellaneous	8,639	100,000	8.64%	0	0.00%
Reimbursements	33,030	200,000	16.52%	45,703	(27.73%)
Transfers	280,150	1,920,000	14.59%	363,246	(22.88%)
<b>TOTAL</b>	<b>3,000,900</b>	<b>22,127,387</b>	<b>13.56%</b>	<b>3,927,253</b>	<b>(23.59%)</b>

**GENERAL FUND EXPENDITURES**

	Expenses 2/28/2018	2018 Budget	Expenses As % of Budget	Comparative Expenses 2/28/2017	% Change YTD
<b>GENERAL FUND</b>					
City Council	27,458	154,873	17.73%	23,246	18.12%
City Manager	154,279	686,556	22.47%	167,870	(8.10%)
Human Resources	54,839	327,781	16.73%	60,459	(9.30%)
Economic Development	64,996	391,299	16.61%	37,171	74.86%
Legal Affairs/Prosecution	168,190	793,893	21.19%	159,644	5.35%
Finance	311,183	1,521,673	20.45%	285,682	8.93%
Income Tax Refunds	80,517	400,000	20.13%	99,503	(19.08%)
General Administration	916,139	5,303,700	17.27%	1,162,354	(21.18%)
Risk Management	20,799	343,000	6.06%	750	2673.20%
Police	1,597,598	8,744,063	18.27%	1,547,770	3.22%
Planning	223,452	1,161,774	19.23%	202,296	10.46%
Engineering	278,217	1,763,921	15.77%	251,057	10.82%
City Buildings	73,328	509,690	14.39%	57,763	26.95%
<b>TOTAL</b>	<b>3,970,995</b>	<b>22,102,223</b>	<b>17.97%</b>	<b>4,055,565</b>	<b>(2.09%)</b>

General Fund Beginning Balance January 1, 2018	5,001,541
2018 General Fund Revenues	3,000,900
2018 General Fund Expenditures	(3,970,995)
Advances to Other Funds	-
Outstanding Encumbrances 2/28/18	(819,948)
General Fund Ending Fund Balance Feb 28,2018	<u><b>3,211,498</b></u>

**FINANCE DIRECTOR'S REPORT**

**OTHER OPERATING FUNDS**

February 28, 2018

**REVENUES**

	Revenues 2/28/2018	2018 Budget	Revenues As % of Budget	Comparative Revenues 2/28/2017	% Change YTD
STREET MAINTENANCE & REPAIR	595,940	2,806,691	21.23%	506,208	17.73%
STORM SEWER	157,041	852,000	18.43%	153,848	2.08%
PARKS AND RECREATION	203,770	1,427,500	14.27%	392,290	(48.06%)
CEMETERY	34,928	212,500	16.44%	37,421	(6.66%)
AIRPORT OPERATIONS	87,284	711,218	12.27%	86,693	0.68%
FIRE/EMS INCOME TAX	1,665,865	14,940,746	11.15%	1,925,648	(13.49%)
MUNICIPAL COURT	282,759	2,736,750	10.33%	529,331	(46.58%)
GOLF COURSE	1,491	173,700	0.86%	5,933	(74.87%)
WATER	912,129	5,650,132	16.14%	876,129	4.11%
SEWER	1,109,328	7,180,000	15.45%	1,130,019	(1.83%)
REFUSE	599,420	3,588,500	16.70%	588,278	1.89%
GARAGE ROTARY	163,123	645,440	25.27%	161,360	1.09%
INFORMATION TECH. ROTARY	269,004	1,052,850	25.55%	263,212	2.20%
<b>TOTAL</b>	<b>6,082,082</b>	<b>41,978,027</b>	<b>14.49%</b>	<b>6,656,370</b>	<b>(8.63%)</b>

**EXPENDITURES**

	Expenditures 2/28/2018	2018 Budget	Expenses As % of Budget	Comparative Expenses 2/28/2017	% Change YTD
STREET MAINTENANCE & REPAIR	601,880	2,924,173	20.58%	490,018	22.83%
STORM SEWER	100,494	1,542,458	6.52%	359,346	(72.03%)
PARKS AND RECREATION	199,017	1,393,719	14.28%	195,555	1.77%
CEMETERY	46,584	411,281	11.33%	68,906	(32.39%)
AIRPORT OPERATIONS	107,865	801,551	13.46%	75,732	42.43%
FIRE/EMS INCOME TAX	1,789,057	14,111,551	12.68%	1,681,490	6.40%
MUNICIPAL COURT	503,538	2,641,901	19.06%	486,212	3.56%
GOLF COURSE	24,318	200,014	12.16%	25,337	(4.02%)
WATER OPERATIONS	785,997	5,939,211	13.23%	738,630	6.41%
SEWER OPERATIONS	661,121	7,391,675	8.94%	67,729	876.13%
REFUSE	1,081,307	5,370,832	20.13%	514,563	110.14%
GARAGE ROTARY	120,611	643,633	18.74%	103,548	16.48%
INFORMATION TECH. ROTARY	245,033	1,053,120	23.27%	185,149	32.34%
<b>TOTAL</b>	<b>6,266,822</b>	<b>44,425,119</b>	<b>14.11%</b>	<b>4,992,215</b>	<b>25.53%</b>

**FUND BALANCES**

	Fund Balance 1/1/2018	Revenues 2/28/2018	Expenditures 2/28/2018	Outstanding Encumb.	Fund Balance 2/28/2018
STREET MAINTENANCE & REPAIR	516,178	595,940	601,880	251,013	259,225
STORM SEWER	1,482,843	157,041	100,494	67,530	1,471,860
PARKS AND RECREATION	295,953	203,770	199,017	36,353	264,353
CEMETERY	297,627	34,928	46,584	35,144	250,827
AIRPORT OPERATIONS	271,973	87,284	107,865	73,578	177,814
FIRE/EMS INCOME TAX	10,568,832	1,665,865	1,789,057	3,635,467	6,810,173
MUNICIPAL COURT	2,441,281	282,759	503,538	11,145	2,209,357
GOLF COURSE	68,498	1,491	24,318	730	44,941
WATER OPERATIONS	1,230,846	912,129	785,997	250,649	1,106,329
SEWER OPERATIONS	2,657,780	1,109,328	661,121	137,918	2,968,069
REFUSE	2,391,565	599,420	1,081,307	1,460,570	449,108
GARAGE ROTARY	340,629	163,123	120,611	72,840	310,301
INFORMATION TECH. ROTARY	724,385	269,004	245,033	48,296	700,060
<b>TOTAL</b>	<b>23,288,390</b>	<b>6,082,082</b>	<b>6,266,822</b>	<b>6,081,233</b>	<b>17,022,417</b>

**FINANCE DIRECTOR'S REPORT**  
**OTHER FUND REVENUES/EXPENSES/FUND BALANCE**  
**February 28, 2018**

	Beginning Fund Balance	Revenues 2/28/2018	Expenses 2/28/2018	Outstanding Encumbrances	Ending Fund Balance
STATE HIGHWAY IMPROVEMENT	211,817	17,552	63,030	40,870	125,469
LICENSE FEE	222,085	67,144	0	2,982	286,247
TREE FUND	216,317	3,750	0	0	220,067
AIRPORT 2000 T-HANGAR	164,197	15,403	10,975	9,876	158,749
RECREATION FACILITIES TAX	4,002,841	330,938	236,062	272,262	3,825,455
AIRPORT TIF	82,416		0	0	82,416
GLENN RD BRIDGE TIF	2,000,560	2,335	0	190,739	1,812,156
SKY CLIMBER/V&P TIF	0	0	0	0	0
MILL RUN TIF	0	0	0	0	0
COURT IDIAM	22,434	3,408	1,466	1,838	22,538
DRUG ENFORCEMENT	58,801	474	0	0	59,275
COURT ALCOHOL TREATMENT	534,109	6,205	5,027	0	535,287
OMVI ENFORCEMENT/EDUCATION	5,904	209	0	0	6,113
POLICE JUDGEMENT	121,506	1,898	11,061	26,536	85,807
PARK DEVELOPMENT	167,887	0	0	27,500	140,387
COMPUTER LEGAL RESEARCH	620,406	37,500	5,127	9,537	643,242
COURT SPECIAL PROJECTS	867,015	38,906	18,619	528	886,774
PROBATION SERVICES	498,020	54,511	9,113	1,789	541,629
POLICE/FIRE DISABILITY	0	0	0	0	0
COMMUNITY PROMOTION FUND	62,076	11,287	8,386	93,997	(29,020)
CDBG GRANT	2,530	0	0	0	2,530
ED REVOLVING LOAN	197,662	17,687	3,044	70,766	141,539
HOUSING GRANT PROGRAM INCOME	0	0	0	0	0
CHIP GRANT	401	0	400	3,034	(3,033)
GENERAL BOND RETIREMENT	331,642	387	0	2,000	330,029
PARK IMPROV BONDS FUND	109,778	217,814	0	0	327,592
SE HIGHLAND SEWER BOND FUND	83,896	166,463	0	0	250,359
CAPITAL IMPROVEMENT	1,333,336	719,232	301,451	513,083	1,238,034
POINT PROJECT	0	77,527	0	984,898	(907,371)
FAA AIRPORT GRANT	0	(61,010)	0	0	(61,010)
FAA AIRPORT AIP GRANT	0	39,759	4,170	81,988	(46,399)
EQUIPMENT REPLACEMENT	141,957	200,000	0	28,186	313,771
PARK IMPACT FEE	1,120,156	97,625	2,400	34,378	1,181,003
POLICE IMPACT FEE	311,854	13,084	0	524	324,414
FIRE IMPACT FEE	305,460	25,036	0	529	329,967
MUNICIPAL SERVICES IMPACT FEE	556,779	29,424	0	529	585,674
GLENN ROAD CONSTRUCTION FUNDS	3,254,651	22,000	338	30,000	3,246,313
PARKING LOTS	42,271	7,033	13,806	15,572	19,926
WATER CIP	10,366,076	460,118	1,068,706	73,580	9,683,908
SEWER CIP	7,564,573	512,985	1,107,740	2,109,781	4,860,037
SELF INSURANCE	1,918,595	1,333,992	950,032	12,701	2,289,854
WORKERS COMP RESERVE	2,352,622	122,676	13,294	74	2,461,930
FIRE DONATION	6,345	0	0	0	6,345
PARK DONATION	6,810	12,000	0	0	18,810
POLICE DONATION	7,796	0	0	0	7,796
MAYOR'S DONATION	1,657	490	826	0	1,321
PROJECT TRUST	546,222	0	0	0	546,222
UNCLAIMED FUNDS	72,819	298	0	0	73,117
DEVELOPMENT RESERVE FUND	924,886	0	0	0	924,886
RESERVE ACCOUNT FUND	1,047,056	0	0	0	1,047,056
BERKSHIRE JEDD FUND	203,704	66,515	205,624	70,982	(6,387)
CEMETERY PERPETUAL CARE FUND	34,981	41	0	0	35,022
STATE PATROL TRANSFER	0	8,281	8,289	0	(8)
STATE BUILDING PERMIT FEES	371	1,645	1,150	0	866
PERFORMANCE BOND FUND	185,077	4,148	0	0	189,225
<b>TOTAL</b>	<b>42,890,354</b>	<b>4,686,770</b>	<b>4,050,136</b>	<b>4,711,059</b>	<b>38,815,929</b>

City of Delaware  
Employee Health Insurance Plan  
February 28, 2018

Account	February 2018	YTD 2018	2018 Budget	% of Budget	YTD 2017	% Change 2017-18
Life Insurance	\$ 2,008	\$ (3,642)	\$ 27,000	-13.5%	\$ 4,586	-179.4%
Insurance Opt-Out	2,195	4,190	30,500	13.7%	5,090	-17.7%
Preventative Care	383	1,898	55,000	3.5%	10,070	-81.2%
Vision Coverage	10,934	10,934	25,200	43.4%	-	0.0%
<b>Administrative Fees</b>						
Excise Tax	-	-	30,000	0.0%	-	0.0%
TPA Fees	7,807	15,690	90,000	17.4%	14,210	10.4%
PPO Fees	3,048	6,109	45,000	13.6%	7,224	-15.4%
Broker Fees	1,400	1,400	5,000	28.0%	-	0.0%
<b>Total Admin</b>	<b>12,255</b>	<b>23,199</b>	<b>170,000</b>	<b>13.6%</b>	<b>21,434</b>	<b>8.2%</b>
Stop Loss Insurance	61,806	123,531	712,000	17.3%	105,595	17.0%
<b>Claims</b>						
Medical	230,916	680,897	3,675,000	18.5%	610,524	11.5%
Dental	19,715	37,178	285,000	13.0%	47,208	-21.2%
Prescription	29,200	71,846	815,000	8.8%	125,219	-42.6%
<b>Total Claims</b>	<b>279,831</b>	<b>789,921</b>	<b>4,775,000</b>	<b>16.5%</b>	<b>782,951</b>	<b>0.9%</b>
<b>Total Costs</b>	<b>369,412</b>	<b>950,031</b>	<b>5,794,700</b>	<b>16.4%</b>	<b>929,726</b>	<b>2.2%</b>
Employee Payment	102,445	171,206	853,000	20.1%	63,861	
Reimbursements	64,373	83,535	35,000	238.7%	55,706	
<b>NET PLAN COSTS</b>	<b>\$ 202,594</b>	<b>\$ 695,290</b>	<b>\$ 4,906,700</b>	<b>14.2%</b>	<b>\$ 810,159</b>	<b>-14.2%</b>

**MONTHLY INCOME TAX REVENUES  
2016-2018**

	2016				% OF ACTUAL	2017				% OF ACTUAL	2018				% OF BUDGET
	W/H	PERSONAL	BUSINESS	TOTAL		W/H	PERSONAL	BUSINESS	TOTAL		W/H	PERSONAL	BUSINESS	TOTAL	
JANUARY	1,433,007	317,649	37,649	1,788,305		1,794,272	205,680	204,662	2,204,614		1,741,914	440,952	56,565	2,239,431	
FEBRUARY	2,161,101	396,158	52,085	2,609,344		1,304,987	327,145	95,437	1,727,569		1,389,553	337,859	56,041	1,783,453	
<b>SUBTOTAL</b>	<b>3,594,108</b>	<b>713,807</b>	<b>89,734</b>	<b>4,397,649</b>	<b>17.61%</b>	<b>3,099,259</b>	<b>532,825</b>	<b>300,099</b>	<b>3,932,183</b>	<b>15.18%</b>	<b>3,131,467</b>	<b>778,811</b>	<b>112,606</b>	<b>4,022,884</b>	<b>14.66%</b>
MARCH	1,237,708	545,907	234,748	2,018,363		1,175,241	625,299	195,522	1,996,062						
APRIL	1,481,257	2,185,373	575,354	4,241,984		1,786,686	2,352,889	1,092,340	5,231,915						
MAY	1,390,669	153,006	33,392	1,577,067		1,388,195	185,269	50,869	1,624,333						
JUNE	1,267,769	426,520	238,738	1,933,027		1,284,197	481,309	167,392	1,932,898						
JULY	1,426,206	146,332	33,356	1,605,894		1,680,268	158,901	62,961	1,902,130						
AUGUST	1,470,975	140,043	25,584	1,636,602		1,395,822	124,025	26,462	1,546,309						
SEPTEMBER	1,167,550	523,048	257,476	1,948,074		1,303,188	421,650	287,996	2,012,834						
OCTOBER	1,760,852	262,154	134,880	2,157,886		1,697,249	257,687	81,440	2,036,376						
NOVEMBER	1,283,667	213,128	13,244	1,510,039		1,438,751	175,718	30,847	1,645,316						
DECEMBER	1,296,162	420,091	232,478	1,948,731		1,419,960	388,069	229,805	2,037,834						
<b>TOTALS</b>	<b>17,376,923</b>	<b>5,729,409</b>	<b>1,868,984</b>	<b>24,975,316</b>	<b>104.09%</b>	<b>17,668,816</b>	<b>5,703,641</b>	<b>2,525,732</b>	<b>25,898,189</b>	<b>97.31%</b>	<b>3,131,467</b>	<b>778,811</b>	<b>112,606</b>	<b>4,022,884</b>	<b>14.66%</b>
<b>BUDGETED</b>				<b>23,993,421</b>					<b>26,614,811</b>					<b>27,437,537</b>	

TO: Mayor Riggle and Members of Council

FROM: R. Thomas Homan, City Manager

SUBJECT: Miscellaneous Matters

DATE: March 22, 2018

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1. **Calendar**

See Attached

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

See Attached

3. **Bi-Weekly Meetings**

March 8, 2018

\* OCMA Winter Conference

March 12, 2018

\* Rotary

\* City Council

March 13, 2018

\* State of the County

March 15

\* Joint Signing Agreement for Entrepreneurial Building

\* 911 Board Meeting

\* Chamber of Commerce: Business After Hours

March 16

\* MOMA

\* Alpha Group Casino Night

March 19

\* Rotary

\* Council Work Session

March 20

\* Stand Board Meeting

# March

2018

## Meeting Schedule

Council, Boards, Commissions, & Committees

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 Public Works/Public Utilities Committee – 7pm	7 Civil Service Commission 3 pm Planning Commission 7 pm	8	9	10
11	12 Council 7 pm	13	14 BZA 7pm-Cancelled	15	16	17
18	19 Council Work Session 6pm	20 Parks & Recreation Advisory Board 7 pm	21 Planning Commission 7- tentative	22	23	24
25	26 City Council 7 pm	27 Shade Tree Commission 7pm	28 Historic Preservation Commission 7pm	29	30	31

# April

2018

## Meeting Schedule

Council, Boards, Commissions, & Committees

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Easter	2	3	4 Civil Service Commission 3 pm Planning Commission 7 pm	5	6	7
8	9 Council 7 pm	10 Sister City 6pm	11 BZA 7pm	12	13	14
15	16 Parking & Safety 6 p.m.	17 Parks & Recreation Advisory Board 7 pm	18	19 Airport Commission 7pm	20	21
22	23 Council 7 pm	24 Shade Tree Commission 7pm	25 Historic Preservation Commission 7pm	26	27	28
29	30					

**CONTRACT APPROVAL – MARCH 26, 2018**

<b>VENDOR</b>	<b>EXPLANATION OF AGREEMENT</b>	<b>2018 AMOUNT</b>	<b>DEPARTMENT</b>
OWU	Joint Agreement for The Delaware Entrepreneurial Center	\$50,000/5 years	Economic Development
Hamburg Fireworks Display	July 4 <sup>th</sup> Fireworks	\$35,000	Fire
Zoll	One Master Agreement		Fire
CAMS, Inc	Economic Incentive Grant Agreement between City of Delaware and CAM, In	\$10,000	Economic Development
Lake Erie Construction Company	Guardrail Repair and Installation-one year contract	N/A	Public Works
E.P. Ferris & Associates, Inc.	2018 Annual Bridge Inspection (Non ODOT)	\$2,150.00	Pubic Works
Delaware City Bd. Of Education	Agreement for Emergency Medical Services	\$116.20/hr	Fire
Contract Sweeper Co.	2018 Street Sweeping Program	\$42,900	Public Works